

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO COMMERCIAL LEASE (hereinafter "Amendment") is made and entered into this _____ day of _____ 2021, by and between Asuman 57th Street, LLC, a foreign limited liability company, (hereinafter referred to as "Landlord") and The City of Fort Lauderdale, a municipal corporation of the State of Florida, (hereinafter referred to as "Tenant"), for the property located at 600 S Andrews Avenue, Suite 503, Fort Lauderdale, FL 33301 ("Leased Premises").

WITNESSETH

WHEREAS Landlord and Tenant entered into that certain Lease Agreement dated May 2, 2011 (the "Lease") for the Leased Premises described therein; and

WHEREAS the Lease was amended by a First Amendment to Lease dated April 15, 2016; and

WHEREAS Landlord and Tenant desire to extend the Term of the Lease for an additional five (5) years effective June 1, 2021 terminating May 31, 2026.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Tenant to Landlord, the receipt of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

- 1) In the event of a conflict between the terms of this Amendment and the terms of the Lease Summary or Lease, the terms of this Amendment shall govern.
- 2) All capitalized terms in the Lease shall have the same meaning in this Amendment, except as specifically altered herein.
- 3) Section 2 of the Lease, Term shall be amended to five (5) years, commencing June 1, 2021 (the "Commencement Date") and terminating May 31, 2026 (the "Termination Date").
- 4) Section 3 of the Lease, Tenant Payments shall be Minimum Renewal Rent as follows:

	<u>Gross Monthly Rent</u>
6/1/21 – 5/31/22	\$5,240.67
6/1/22 – 5/31/23	\$5,397.88
6/1/23 – 5/31/24	\$5,559.82
6/1/24 – 5/31/25	\$5,726.62
6/1/25 – 5/31/26	\$5,898.42

- 5) Tenant shall make its rental payments and Landlord shall accept such payments in accordance with Florida's Local Government Prompt Payment Act, Fla. Stat. Sec. 218.70, et sec.
- 6) Landlord will provide three (3) months of rent abatement. This rent abatement period will occur on the 13th, 25th, and 37th months during the term of the Lease described in paragraph 3 herein.
- 7) Tenant shall have one (1) five (5) year option to renew with a 3% increase of the previous year's Gross Annual Rent, or CPI, whichever is less, throughout the term of the renewal period. Tenant

shall provide six (6) months prior written notice to exercise the option as further defined in the Lease.

- 8) Landlord, at Landlord sole cost and expense, shall provide new paint and ceramic tile flooring throughout the premises, replace the sink, faucet and medicine cabinet in the bathroom, provide A/C at tenant's control and provide a new kitchen sink and faucet. Landlord shall provide reasonable notice to Tenant when the renovations are to commence, and Landlord's work shall be completed no later than five (5) months from the date this Second Amendment is effective.
- 9) In the event Tenant is not able to obtain the necessary funding to fulfill its obligations under this Lease, as amended, after Tenant has used good faith and commercially reasonable efforts to retain said funding, Tenant shall have the right to terminate the Lease, on the anniversary of the Lease Term by providing the Landlord with 90 days prior written notice. In the event Lessee exercises this option, Lessee shall pay a termination fee equal to the unamortized leasing commission and any unamortized tenant improvements funded by the Lessor which collectively total \$31,486.00. This termination fee shall be amortized over five (5) years, and reduced prorata for each year the Tenant occupies the premises, starting from the Commencement Date.
- 10) Tenant shall have no obligation to restore or pay for the restoration of the Premises or any improvements installed before or during the Lease Term or any extension term including, specifically, that Tenant shall have no obligation to remove or pay for the removal of Tenants' cabling and wiring. Tenants' sole obligation at the expiration of the Initial Term or any extension term shall be to return the Premises to the Landlord in broom-clean condition, reasonable wear and tear accepted.
- 11) Landlord shall provide three (3) dedicated (not reserved) parking spaces on the ground floor lot for the tenants' use and three (3) in the remote lot at no additional cost.
- 12) Tenant shall pay its Percentage Share of any increases in Real Estate Taxes that occur past the "base year" of 2021. The Base Year Taxes for 2021 is estimated at \$150,189.00. The Tenant's Percentage Share is .06%.
- 13) A facsimile copy of this Amendment and any signatures hereon shall be considered for all purposes as an original, and this Amendment may be executed in counterparts.
- 14) This Amendment together with the Lease and First Amendment represent the entire agreement between the parties with respect to the subject matter hereof, and there are no other express or implied agreements, oral or written, between the parties, and the respective parties represent and warrant that he or she is authorized to execute and deliver this Amendment, and that this Amendment will thereby become binding upon Landlord and Tenant, respectively.
- 15) All other terms, conditions and provisions of the Lease, as amended shall remain in full force and effect and the Lease, as amended, is hereby ratified and reaffirmed by Landlord and Tenant.

16) The Tenant shall have the right to audit the books, records, and accounts of Landlord that are related to the obligations of Tenant to pay its Percentage Share under this Lease. Landlord shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to payment of Tenant's Percentage Share. All books, records, and accounts of Landlord shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Landlord shall make same available at no cost to City in written form. Landlord shall preserve and make available, at reasonable times for examination and audit by Tenant in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents related to payment of Tenant's Percentage Share for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Lease. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by Tenant to be applicable, Landlord shall comply with all requirements thereof; however, Landlord shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Tenant disallowance and recovery of any payment upon such entry. The Landlord shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to payment of Tenant's Percentage Share.

IN WITNESS WHEREOF, Landlord and Tenant hereunto set their hands as of the date first set forth above.

LANDLORD

WITNESS

Asuman 57th Street, LLC, a foreign limited liability company.

By: _____

Print Name

Title: _____

Date: _____

Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online, this ____ day of _____, 2021, by _____, (title) _____ of Asuman 57th Street, LLC, a foreign limited liability company on behalf of Asuman 57th Street, LLC, a foreign limited liability company.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

TENANT

WITNESS

The City of Fort Lauderdale, a municipal corporation of the State of Florida.

Print Name

Print Name

Print Name

Print Name

By: Dean J. Trantalis, Mayor

Date: _____

By: Christopher J. Lagerbloom, ICMA-CM
City Manager

Date: _____

ATTEST:

Jeffery A. Modarelli,
City Clerk

Approved as to form:
Alain E. Boileau, City Attorney

By: _____
Lynn Solomon, Asst. City Attorney