

## **FIRST AMENDMENT TO LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between:

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**COPANS 2011, LLC**

(hereinafter referred to as "Copans 2011, LLC"),  
a Florida limited liability company,  
whose principal place of business is  
900 GLADES ROAD, SUITE 3B, BOCA RATON, FLORIDA 33431

**WHEREAS**, Broward Education Foundation, Inc. (BEF) is a district school board direct-support organization under Section 1001.453, Florida Statutes; and

**WHEREAS**, the BEF has operated a free school supply program called Tools for Schools Broward (hereinafter "Program") to provide teachers with access to school supplies and other educational resources that they can provide to their students; and

**WHEREAS**, on May 9, 2015, SBBC and Copans 2011, LLC entered into a Lease Agreement ("Lease Agreement") to continue BEF's use of 2300 W Copans Road Bay #5 Pompano Beach, FL 33069 ("Supply Center Site") for BEF to conduct the Program; and

**WHEREAS**, the term of the Lease Agreement between SBBC and Copans 2011, LLC concludes on July 31, 2016; and

**WHEREAS**, school district staff informed the BEF that SBBC would not further renew the Lease Agreement and that BEF should make plans for a site to conduct the Program after the expiration of the Lease Agreement; and

**WHEREAS**, the BEF acquired the Supply Center Site from Copans 2011, LLC on January 15, 2016 in order to continue its use of that property for the Program after the expiration of the Lease Agreement; and

**WHEREAS**, as part of the BEF's purchase of the Supply Center Site, Copans 2011, LLC has assigned the Lease Agreement to BEF; and

**WHEREAS**, the BEF provided short notice to school district staff of its intent to purchase the Supply Center Site and school district staff determined that the BEF's Program provides a

valued benefit to the SBBC as 300,000 students and 15,000 teachers annually are able to receive free supplies through the Program; and

**WHEREAS**, Copans 2011, LLC desires to obtain SBBC's consent to assign the Lease Agreement from Copans 2011, LLC to BEF for the duration of the Agreement with rental payments due from February 1, 2016 to July 31, 2016, to be made to the BEF at 600 SE Third Avenue, 1<sup>st</sup> Floor, Fort Lauderdale, FL 33301, from February 9, 2016 through the expiration of the Lease Term on July 31, 2016; and

**WHEREAS**, SBBC consents to the requested assignment of the Lease Agreement from Copans 2011, LLC to BEF; and

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

#### **ARTICLE 1 - RECITALS**

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

#### **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Effective Date.** This First Amendment to Lease Agreement shall become effective on February 9, 2016.

2.02 **Amendments.** The Lease Agreement shall be amended to substitute Broward Education Foundation, Inc. for Copans 2011, LLC as LESSOR; to amend the reference in Section 2.23 from "the address noted in 2.22" to "the address noted in 2.21" and to amend Section 2.21 of the Lease Agreement to provide as follows:

**Notice.** To LESSOR: Broward Education Foundation, Inc.  
600 SE Third Avenue – 1<sup>st</sup> Floor  
Fort Lauderdale, FL 33301

2.03 **Order of Precedence Among Agreement Documents.** In the event of a conflict between the provisions of the Lease Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- (a) This First Amendment to Lease Agreement
- (b) The Lease Agreement

2.04 **Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

2.05 **Authority.** Each person signing this First Amendment to Lease Agreement on behalf of either party individually warrants that he or she has full legal power to execute this

First Amendment to Lease Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Lease Agreement.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this First Amendment to Lease Agreement on the date first above written.

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**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Dr. Rosalind Osgood, Chair,

\_\_\_\_\_  
Robert W. Runcie  
Superintendent of Schools

Date: \_\_\_\_\_

Approved as to form & legal content:

  
\_\_\_\_\_  
Office of the General Counsel

**FOR LESSOR**

(Corporate Seal)

COPANS 2011, LLC

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

By \_\_\_\_\_  
Christopher A. Richardson, Managing Member

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to  
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

2016 by \_\_\_\_\_ of Copans 2011, LLC on behalf of the

\_\_\_\_\_  
Name of Person  
corporation. He/She is personally known to me or produced \_\_\_\_\_  
as identification and did/did not first take an oath. \_\_\_\_\_  
Type of Identification

My Commission Expires:

\_\_\_\_\_  
Signature – Notary Public

(SEAL)

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

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