

**FIRST AMENDMENT
TO
OFFICE LEASE AGREEMENT**

THIS FIRST AMENDMENT TO OFFICE LEASE AGREEMENT is made as of this day of ____ 2013 by and between:

**Board of Trustees of the City of Fort Lauderdale
General Employees' Retirement System**, whose mailing address is P.O. Box 14250, Fort Lauderdale, FL 33302-4250 ("Landlord")

-and-

City of Fort Lauderdale, a Florida municipal corporation whose mailing address is 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 . ("Tenant")

RECITALS

A. On January 22, 2009, Landlord and Tenant entered an Office Lease Agreement to lease Suite 3 at 316 N.E. 4th Street, Fort Lauderdale, FL 33301 ("Premises") for a forty-eight (48) month term beginning on the Commencement Date.

B. The Commencement Date on the Lease was the date the Landlord notifies the Tenant that Landlord's Work (i.e. Tenant improvements) have been completed and the Premises was ready for occupancy. The Commencement Date of the Lease was March 16, 2009. In accordance with Paragraph 1 (a) & (d) the term of the Lease is extended to April 30, 2013.

C. Landlord and Tenant are desirous of extending the term of the Lease on the same terms and conditions as the initial Office Lease Agreement and continuing with the same pattern of Annual Rent Adjustments, i.e an increase of 2.0% per year on the Base Rent.

D. The Adjusted Base Annual Rent as of April 1, 2012 was \$24,699.50.

First Amendment to Office Lease / Suite 3, 316 NE 4th Street
Landlord: GERS
Tenant: City of Fort Lauderdale / Police Department / Internal Affairs
Lease Term: 04/01/2013 – 11/30/2016

Landlord _____ Tenant _____

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby stipulated, the parties agree as follows:

1. The foregoing recitals are true and correct.
2. The Lease of the Premises is hereby extended for a period commencing April 1, 2013 and ending November 30, 2016.
3. The Adjusted Base Annual Rent for the Lease Term is as follows:
 - (a) The Adjusted Base Annual Rent for the Lease Year commencing April 1, 2013 is \$25,193.49.
 - (b) The Adjusted Base Annual Rent for the Lease Year commencing April 1, 2014 is \$25,697.36.
 - (c) The Adjusted Base Annual Rent for the Lease Year commencing April 1, 2015 is \$26,311.31.
 - (d) The Adjusted Base Annual Rent for the Lease period commencing April 1, 2016 is \$26,735.53.
4. The Adjusted Base Annual Rent shall be payable in equal monthly installments on the first day of each and every month of the Lease Term.
5. This First Amendment shall be given effect retroactively to April 1, 2013.
6. In the event and to the extent that there is any express conflict between the terms and conditions of the Office Lease Agreement and this First Amendment to the Office Lease Agreement, then the terms and conditions of this First Amendment to the Office Lease Agreement shall supersede and prevail over any such expressly conflicting terms in the underlying Office Lease Agreement.
7. In all other respects, the parties ratify and confirm this the Office Lease Agreement dated January 22, 2009 and continue to be governed by the terms and conditions thereof, except to the extent of express conflict as referenced in Paragraph 6 above.

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Tenant: City of Fort Lauderdale / Police Department / Internal Affairs
Lease Term: 04/01/2013 – 11/30/2016

Landlord _____ Tenant _____

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

WITNESSES:

LANDLORD:

BOARD OF TRUSTEES OF THE CITY OF
FORT LAUDERDALE GENERAL
EMPLOYEES' RETIREMENT SYSTEM, A
FLORIDA PUBLIC EMPLOYEE
RETIREMENT SYSTEM

By: _____
John Le Bucci, Chairman

By: _____
David Desmond, Plan Administrator

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this __ day of _____, 2013, by JOHN LE BUCCI, Chairman and DAVID DESMOND, Plan Administrator for the BOARD OF TRUSTEES OF THE CITY OF FORT LAUDERDALE GENERAL EMPLOYEES' RETIREMENT SYSTEM. They is personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Name of Notary Typed,
Printed or Stamped

First Amendment to Office Lease / Suite 3, 316 NE 4th Street
Landlord: GERS
Tenant: City of Fort Lauderdale / Police Department / Internal Affairs
Lease Term: 04/01/2013 – 11/30/2016

Landlord _____ Tenant _____

My Commission Expires:

Commission Number

WITNESSES:

TENANT:

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: _____
John P. "Jack" Seiler, Mayor

By: _____
Lee R. Feldman, City Manager

ATTEST:

Approved as to form:

Jonda Joseph, City Clerk

Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 2013,
by **John P. "Jack" Seiler**, Mayor and **Lee R. Feldman**, City Manager of the City of Fort
Lauderdale, a Florida municipal corporation . They are personally known to me and did not take
an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Name of Notary Typed,

First Amendment to Office Lease / Suite 3, 316 NE 4th Street
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Tenant: City of Fort Lauderdale / Police Department / Internal Affairs
Lease Term: 04/01/2013 – 11/30/2016

Landlord _____ Tenant _____

Printed or Stamped

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Commission Number

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Lease Term: 04/01/2013 – 11/30/2016

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