

FIRST AMENDMENT & EXTENSION TO LEASE AGREEMENT

This FIRST AMENDMENT & EXTENSION TO LEASE AGREEMENT (hereinafter “Amendment”) is made and entered in this _____ day of _____, 2024 by and between CYPRESS WEST, LLC (“Landlord”) and CITY OF FORT LAUDERDALE, a Florida Municipal Corporation (“Tenant”).

RECITALS

- A. Landlord and Tenant entered into a certain Lease Agreement for 1515 West Cypress Creek Road, Fort Lauderdale, FL 33309 (the “Property” or “Premises”) on or about September 19, 2023. The Lease Agreement, is hereinafter collectively referred to as the “Lease”; and
- B. Whereas, the Lease expires on September 30, 2025; and
- C. Whereas Landlord and Tenant desire to amend the Lease in order to extend the term through March 31, 2026, with the understanding that all terms in the Lease which do not conflict with this Amendment remain in full force and effect for the current extension of the term contemplated by this Amendment; and
- D. In consideration of the promises, covenants and undertakings hereinafter set forth and for other good and valuable consideration, the parties agree as follows:
 - 1) The above recitals are true and correct and incorporated herein.
 - 2) Landlord and Tenant agree to amend the Lease and extend the Initial Term for an additional six (6) months commencing as of October 1, 2025, with a new Expiration Date of March 31, 2026.
 - 3) The Base Rent, as set forth in Section 2.02 of the Lease, for the period between October 1, 2025, and March 31, 2026 (the “Extend Term”) shall be \$25.00 per square foot, which sums shall be due and payable to Landlord in advance and without demand, on the 1st day of each month during the Lease Term and Extended Term.
 - 4) Section 1.03B: The Option to Renew shall be deleted in its entirety with no further force or effect and at no time shall Tenant have any options to renew the Lease. The Lease Term expires as of March 31, 2026, whereupon Tenant must vacate the Premises by such date, without exception.
 - 5) Section 11.01, Holdover shall be deleted and replaced with the following: Tenant shall be required to vacate the Premise no later than March 31, 2026, time being of the essence, without any delay and at no time whatsoever shall Landlord permit Tenant to remain on the Premises after March 31, 2026. . Therefore, in addition to any and all damages sustained by Landlord as a result of Tenant’s breach, Tenant

shall be deemed a holdover Tenant and shall be liable to Landlord for monthly rent computed at one hundred and fifty (150%) percent of the Rent paid by Tenant during the month of March 2026. Notwithstanding the payment of Rent by Tenant and acceptance thereof by Landlord as provided herein, Tenant shall be in continuing breach of this Lease at any time, or during any period in which Tenant holds over.

- 6) Section 17.02, Limitation of Damages. The following shall be added to Section 17.02: “Notwithstanding the above, if Tenant remains on the Premises past March 31, 2026, the limitations set forth above in this Section 17.02 shall not apply to Landlord’s actual damages sustained as a result of Tenant’s default under the Lease”.
- 7) **CONFLICTS** - In the event of a conflict between any of the terms, conditions or provisions of this Amendment and Extension to Lease Agreement and any of the terms, conditions and provisions of the Lease, the terms, conditions and provisions of this Amendment and Extension to Lease Agreement shall prevail.
- 8) **CONDITION OF PREMISES** – By executing this Amendment and Extension to Lease Agreement, Tenant accepts the premises in its “As Is” condition and Tenant acknowledges and agrees that Tenant has no claims against Landlord as to the condition of the Premises as of the date of this Amendment. Tenant hereby acknowledges and confirms that all obligations on the part of Landlord under the Lease have been duly performed to date and that Landlord is not otherwise in default of any of the Lease terms. This provision shall not be deemed a waiver by Tenant of future defaults by Landlord.
- 9) **BROKERAGE** – Tenant represents and warrants that it has not dealt with any broker, agent or other person other than Landlord with respect to this Amendment. Tenant agrees to indemnify and hold harmless Landlord from any claims by any other broker, agent or person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regards to this Amendment. – Landlord represents and warrants that it has not dealt with any broker, agent or other person other than Tenant with respect to this Amendment. Landlord agrees to indemnify and hold harmless Tenant from any claims by any other broker, agent or person claiming a commission or other form of compensation by virtue of having dealt with Landlord with regards to this Amendment.
- 10) **BINDING** – This Amendment shall be binding upon the heirs, representatives and assigns of the respective Parties hereto.
- 11) **SEVERABILITY** – Every provision of this Amendment is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, the illegality or invalidity will not affect the validity of the remainder of this Amendment.

- 12) **EXECUTION** – This Amendment may be executed in any number of counterparts, by facsimile or otherwise, with the same effect as if all Parties had signed the same document. All counterparts must be construed together and constitute one instrument. In addition, this Agreement or any counterpart, to the extent signed and delivered by means of facsimile machine or electronic PDF, shall be deemed in all manner and respects to be an original Amendment and shall have the same binding legal effect as if it were the original signed version thereof delivered in person.
- 13) **ENTIRE UNDERSTANDING** – Unless modified herein, the Lease is hereby ratified and remains in full force and effect.
- 14) **CONSTRUCTION** – This Amendment has been mutually negotiated by Landlord and Tenant and shall be deemed jointly drafted and written by the Parties and shall not be construed or interpreted against a Party by virtue of who was responsible for originating or preparing it. Tenant at their sole cost has had the option to have their legal counsel review all lease amendment proposals and documents prior to execution.
- 15) **AUTHORIZATION** – The undersigned represents that it is duly authorized to execute this Amendment on behalf of Tenant and Landlord and that the Tenant and Landlord will deliver and perform all obligations hereunder.
- 16) **AFFIDAVIT** - As a condition to execution of this Amendment to this Lease, the Landlord shall execute and deliver the affidavit attached hereto as Exhibit A.

IN WITNESS WHEREOF, the Landlord and Tenant have respectively signed and sealed this Agreement as of the day and year first written above.

Witness:

LANDLORD:

Cypress West LLC, A Florida limited liability company

Print Name: _____

Print Name: Sheldon Gross, Manager

Print Name: _____

[Signature Page to Lease – Tenant – acknowledgments continue]

Witness:

Print Name: _____

Print Name: _____

ATTEST:

David R. Soloman, City Clerk

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale. He is ☐ personally known or ☐ produced _____ as identification.

(SEAL)

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of ☐ physical presence or ☐ online, this _____ day of _____, 2024, by Susan Grant, Acting City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale. She is ☐ personally known or ☐ produced _____ as identification.

(SEAL)

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

TENANT:

City of Fort Lauderdale, a Municipal Corporation of the State of Florida

By: _____
Dean J. Trantalis, Mayor

By: _____
Susan Grant, Acting City Manager

Approved as to form and correctness:
Thomas J. Ansbrosio City Attorney

By: _____
Lynn Solomon, Esq.
Assistant City Attorney

EXHIBIT A

AFFIDAVIT OF COMPLIANCE

“KIDNAPPING; CUSTODY OFFENSES; HUMAN TRAFFICKING AND RELATED OFFENSES”

(FLORIDA STATUTE 787.06)

Effective on July 1, 2024, in order for a bid to be accepted or replied to, or if your entity (also referred to as a City consultant, contractor, vendor, bidder, proposer or other contracting party), (which is any business entity however formed /incorporated) will reply to or enter into a contract with the City, the entity by an officer or representative must complete and execute this affidavit.

This Affidavit must be signed by an officer or representative of the entity and is given under penalties of perjury.

1. The entity is a Florida registered entity (domestic or foreign, and authorized to transact business in the State of Florida) with Principal Address/ Registered Agent currently on file, and in good standing with the Florida Department of State, Division of Corporations.
2. The entity (which includes any business entity however formed/ incorporated) intending to provide goods or services by submitting a bid, proposal, quote, or other response to any City solicitation/notice or serving as a City consultant, contractor, vendor or otherwise entering into any contract (including, without limitation, contract renewal, extension, amendment as applicable) with the City affirms and stipulates that it is not in violation of Section 787.06(13) of the 2024 Florida Statutes entitled “Kidnapping; Custody Offenses; Human Trafficking and Related Offenses.” The entity further affirms to the City as a governmental entity defined in Section 287.138(1) of the 2024 Florida Statutes that it does not use coercion for labor or services as defined in Section 787.06 of the 2024 Florida Statutes.

Pursuant to 92.525 Florida Statutes, under penalties of perjury, I declare I have read the foregoing Affidavit and stated facts state are true, accurate, and complete.

Name: _____ Officer Title: _____

Signature of Officer: _____

Office Address: _____

Email Address: _____ Main Phone Number: _____

(Where persons listed may be reached during regular hours of business)

FEIN No. _/_ - _/_/_/_/_/_/_/_

OR

Name: _____ Representative: _____

Signature of Representative: _____

Office Address: _____

Email Address: _____ Main Phone Number: _____