

FIRST AMENDMENT TO OFFICE LEASE

THIS FIRST AMENDMENT TO OFFICE LEASE ("First Amendment") is entered into as of the ____ day of June, 2023 by and between **THE CITY OF FORT LAUDERDALE**, a Florida municipal corporation ("Tenant"), and **1 EAST BROWARD OWNER, LLC**, a Delaware limited liability company, as successor-in-interest to prior landlord, **ONE BROWARD BLVD HOLDINGS, LLC**, a Delaware limited liability company (the "Landlord") (sometimes Tenant and Landlord collectively referred herein as the "Parties").

A. WHEREAS, Landlord and Tenant entered into that certain Office Lease dated January 24th, 2017, (the "Lease"), with respect to that certain Premises consisting of approximately 3,575 rentable square feet of space consisting of a portion of the sixteenth (16th) floor of the building located in Suite 1605 of One East Broward Blvd., Ft. Lauderdale, FL 33301 ("Existing Premises"); and

B. WHEREAS, Landlord and Tenant desire to, among other things, expand the Existing Premises leased to include Suite 444 ("Suite 444"), containing approximately 12,603 rentable square feet located on the fourth (4th) floor in the Building as shown on Exhibit "A" attached hereto, for a total of 16,178 rentable square feet, on the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, in and for the consideration of the mutual covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Incorporation of Recitals. The Parties hereto repeat herein by this reference the aforementioned Paragraphs A and B inclusive, as if said Paragraphs were set forth herein in full.
2. Capitalized Terms. All capitalized terms not otherwise defined herein shall retain their defined meanings as stated in the Lease.
3. Expansion of Premises; Operating Expenses. Effective as of the Expansion Commencement Date as defined below, Landlord leases to Tenant and Tenant leases from Landlord Suite 444. The lease of the Existing Premises and Suite 444 shall be on the same terms and conditions as the Lease except as set forth in this First Amendment. Effective as of the Expansion Commencement Date, wherever the term "Premises" is used in this First Amendment or in the Lease, it shall be deemed to mean Existing Premises and Suite 444, consisting of approximately 16,178 rentable square feet, with the Tenant's Proportionate Share of the Operating Expenses and Taxes being 4.71%.
4. Lease Term. The Term of the Lease with respect to Suite 444 shall commence on the earlier of: (i) the date Tenant takes occupancy of Suite 444; or (ii) August 1, 2023 ("Expansion Commencement Date") and expire thirty-eight (38) months thereafter ("Expiration Date").

Further, the Term of the Lease with respect to Existing Premises shall be extended for an additional term so that it expires conterminously with Suite 444 on the Expiration Date.

5. Rent.

a. Existing Premises Rent. With respect to the Existing Premises, Tenant shall continue to pay Base Annual Rent plus applicable sales tax thereon, in accordance with the terms of the Lease. Commencing on August 1, 2023 and continuing until the Expiration Date, Tenant shall pay Base Annual Rent for the Existing Premises in the amounts listed in the following schedule, plus applicable sales tax thereon, payable in accordance with the terms of the Lease:

<u>Time Period</u>	<u>Per Sq. Foot</u>	<u>Monthly Base Rent</u>	<u>Annual Rent</u>
August 1, 2023 through Month 12	\$25.00	\$7,447.92	\$89,375.00
Month 13 through Month 24	\$25.75	\$7,671.35	\$92,056.20
Month 24 through Month 36	\$26.52	\$7,901.49	\$94,818.00
Month 37 through the Expiration Date	\$27.32	\$8,138.54	\$97,662.48 (subject to Expiration Date)

b. Suite 444 Rent. Commencing on Expansion Commencement Date and continuing until the Expiration Date, with respect to Suite 444, Tenant shall pay Base Annual Rent for Suite 444 in the amounts listed in the following schedule and applicable sales tax thereon, payable in accordance with the terms of the Lease:

<u>Time Period</u>	<u>Per Sq. Foot</u>	<u>Monthly Base Rent</u>	<u>Annual Rent</u>
Expansion Commencement Date through Month 12	\$25.00	\$26,256.25	\$315,075.00
Month 13 through Month 24	\$25.75	\$27,043.94	\$324,527.25
Month 24 through Month 36	\$26.52	\$27,855.26	\$334,263.07

Month 37 through the Expiration Date	\$27.32	\$28,692.83	\$344,313.96 (subject to Expiration Date)
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c. Tenant's Proportionate Share Of Operating Expenses and Taxes. In addition to Base Annual Rent, Tenant shall continue to be responsible for payment of Tenant's Proportionate Share of Operating Expenses and Taxes, plus applicable sales taxes thereon, in accordance with the terms of the Lease.

d. Rent Abatement. Provided Tenant is not in default beyond any applicable cure period, Tenant's Base Rent for Suite 444 and Suite 444 only, shall be abated for the first two months. Notwithstanding such abatement of Base Rent for such two-month period, all other sums due under the Lease, including Tenant's Proportionate Share of the Operating Expenses and Taxes shall be payable as provided in the Lease.

6. Tenant Improvements. The Landlord, at its sole cost and expense, shall perform the following improvements to Suite 444: (i) replace the carpet; and (ii) repaint ("Suite 444 Work"). The Suite 444 Work shall be performed by contractors selected by Landlord and using Building standard materials and finishes selected by Tenant, to be completed prior to August 1, 2023. Except for the above Suite 444 Work, Tenant accepts the Suite 444 and Existing Premises in their "Where-as" "As-is" condition.

7. Option to Renew. Provided that Tenant is not in default beyond any applicable cure period at any time prior to or at the Tenant's exercise of the Renewal Option (defined hereinafter), Tenant shall have Two (2) One (1) year options to renew the Lease (each, a "Renewal Option"). Tenant shall provide to Landlord on a date which is prior to the date that the then Renewal Option period would commence (if exercised) by at least one hundred eighty (180) days, but not more than three hundred sixty-five (365) days, a written notice of the exercise of the Renewal Option, time being of the essence. Such notice shall be given in accordance with Section 28 of the Lease. If notification of the exercise of the Renewal Option is not so given and received, the Renewal Option granted hereunder shall automatically expire. If the first Renewal Option is not exercised, Tenant's second Renewal Option shall automatically be terminated and of no further force or effect. Base Rent applicable to the Premises for the Renewal Option term shall be equal to 3% over the then existing annual Base Rent applicable to the month preceding the then Renewal Option term. All other terms and conditions of the Lease shall remain the same, except that Tenant shall not be entitled to any tenant improvements from Landlord during the Renewal Option period and after the proper exercise of the Renewal Options described herein, Tenant shall have no further options to renew the Lease.

8. Tenant/Landlord Representations. Tenant warrants, represents, and agrees that as of the date hereof, Tenant is the tenant under the Lease described above; Tenant is in sole possession of and is occupying the Existing Premises; Tenant has not subleased all of any part of the Existing Premises or assigned the Lease; the Lease has not been amended, modified, or changed, whether in writing or orally, except as may be stated in the above and in the attached; Landlord has fully performed all of its obligations under the Lease and is not in default under any term of the Lease;

no circumstances exist under which Landlord may be deemed in default merely upon service of notice or passage of time; and Tenant has no defenses, set-offs, or counterclaims to the payment of rent and all other amounts due from tenant to Landlord under the Lease. Landlord represents that it shall not unreasonably withhold approval of any request by Tenant to sublease other space within the Building subject to and conditioned upon:

- a. Landlord being satisfied with the proposed use of such space by Tenant.
- b. Landlord being satisfied with the terms of the proposed sublease, including but not limited to the sublessor's continued obligations to Landlord under the proposed sublease.
- c. Landlord's right to take back any signage rights that any tenant, sublessor or sublessee may currently have with respect to the subleased space.
- d. Sublessor's agreement to have any and all costs Landlord incurs with respect to the review and approval of such sublease paid for by the sublessor.

9. Brokers. Landlord and Tenant acknowledge and warrant that there are no brokers, agents or finders involved in this First Amendment transaction other than NAI Merin Hunter Codman, Inc., as broker for the Landlord and Colliers International Florida, LLC, as broker for the Tenant. Each party shall indemnify, protect, defend and hold harmless the other party against all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including reasonable attorneys' fees) for any leasing commission, finder's fee or similar compensation alleged to be owing on account of the indemnifying party's dealings with any other real estate broker, agent or finder.

10. Binding. This First Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

11. Ratification. Except as otherwise expressly amended by this First Amendment, the terms and provisions of the Lease shall remain in full force and effect and shall not be affected or modified hereby and the Lease, as amended hereby, is ratified and affirmed in all respects. In the event of a conflict between the terms of the Lease and the terms of this First Amendment, the terms of this First Amendment shall control and be binding on the Parties.

12. Counterparts. This First Amendment may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. The words "execute", "execution", "signed", "signature", and words of like import in the Lease, this Amendment, or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures, the electronic matching of terms and contract formations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the

same legal effect, validity, or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Florida Electronic Signature Act of 1996 (ESA), or any other similar state laws based on the Uniform Electronic Transactions Act. To facilitate delivery of this First Amendment, the parties may exchange executed counterparts of the signature page(s) hereof by facsimile, email, or other similar electronic transmission of an electronic copy hereof (e.g. “pdf” or “tif” file format).

13. Representations. Each party hereby represents and warrants that the Parties hereto have full right and authority to enter into this First Amendment.

[SIGNATURES ON FOLLOWING PAGE]

Landlord and Tenant have executed this First Amendment as of the day and year first above written.

LANDLORD:

**1 EAST BROWARD OWNER, LLC, a Foreign
Limited Liability Company**

[Witness type or print name]

By: _____
Name: Jordan C. Paul
Title: Vice President

[Witness type or 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 _____, 2023, by JORDAN C. PAUL, Vice President of 1 East Broward Owner, LLC, a Foreign Limited Liability Company on behalf of the 1 East Broward Owner, LLC.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

TENANT:

**CITY OF FORT LAUDERDALE, A
MUNICIPAL CORPORATION OF THE
STATE OF FLORIDA**

WITNESSES:

[Witness type or print name]

[Witness type or print name]

By: _____
Dean J. Trantalis, Mayor

By: _____
Greg Chavarria, City Manager

ATTEST:

David R. Soloman, City Clerk

Approved as to form:
D'Wayne M. Spence, Interim City Attorney

By: _____
Lynn Solomon, Esq.
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online, this ____ day of _____, 2023, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of ☐ physical presence or ☐ online, this ____ day of _____, 2023, by Greg Chavarria, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT "A"

SUITE 444



*Not to scale. Subject to error.