

FIRST AMENDMENT TO OFFICE LEASE

THIS FIRST AMENDMENT TO OFFICE LEASE ("First Amendment") is entered into as of the ___ day of _____, 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. 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 ("Premises"); and

B. Landlord and Tenant desire to amend the Lease 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. Lease Term.

a. Notwithstanding anything in the Lease to the contrary, the Lease Term as herein amended shall be extended for thirty-six (36) consecutive months commencing on August 1, 2023, and expiring on July 31st, 2026 ("Extension Term").

b. Notwithstanding anything contained in the Lease to the contrary, the Base Rent for the Premises during the Extension Term shall be in accordance with the schedule below:

<u>Time Period</u>	<u>Per Sq. Ft.</u>	<u>Monthly Rent</u>	<u>Annual Rent</u>
August 1, 2023 – July 31, 2024	\$29.50	\$8,788.54	\$105,462.50
August 1, 2024 – July 31, 2025	\$30.68	\$9,140.08	\$109,681.00
August 1, 2025 – July 31, 2026	\$31.91	\$9,505.69	\$114,068.24

4. Operating Expenses. In addition to the Base Rent, Tenant shall pay Tenant's proportionate share of the total building Operating Expenses based on the calculation of dividing rentable square feet in the Premises by the number of rentable square feet in the building, plus applicable sales tax, if any, as prescribed by the Lease. Landlord acknowledges Tenant is a municipal corporation of the State of Florida and is exempt from paying sales or excise tax and shall provide a copy of its Certificate of Exemption if requested.
5. Tenant Improvement Allowance. Tenant accepts the Premises in its "Where-is" "As-is" condition.
6. Tenant 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 Premises; Tenant has not subleased all of any part of the 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.
7. 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. 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.
8. Binding. This First Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
9. 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.
10. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute a single document.
11. 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**

WITNESSES:

[Witness type or print name]

[Witness type or print name]

By: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online, this ____ day of _____, 2023, by _____, as _____ of the 1 EAST BROWARD OWNER, 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:
CITY OF FORT LAUDERDALE, A
MUNICIPAL CORPORATION OF THE
STATE OF FLORIDA**

WITNESSES:

[Witness type or print name]

[Witness type or print name]

[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 _____