

## FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "**First Amendment**") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between KMAC LLC, a Florida limited company ("**Landlord**") and City of Fort Lauderdale, a Florida municipal corporation ("**Tenant**"). The following statements are a material part of this Amendment.

### RECITALS:

WHEREAS, Landlord and Tenant entered into that certain Lease dated December 6, 2016 (the "Original Lease") for certain premises (the "Premises") identified as 255 NE 3<sup>rd</sup> Avenue, Fort Lauderdale, Florida containing 3,482 rentable square feet (the "Building").

WHEREAS, the current Lease Term expires on December 31, 2021 (the "**Ending Date**"); and

WHEREAS, Landlord and Tenant desire to extend the Lease Term beyond the Ending Date for a period of sixty (60) months.

WHEREAS, in connection with the foregoing, Landlord and Tenant desire to further amend the Lease as hereinafter set forth in this First Amendment.

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Conflict; Defined Terms. In the event of any conflict between the provisions of the Lease and the provisions of this First Amendment, the provisions of this First Amendment shall control. The capitalized terms used herein which are not specifically defined in this First Amendment shall have the same meaning as given to such terms in the Lease.

3. Lease Term. The Lease Term is hereby extended for sixty (60) months from the January 1, 2022 and ending on December 31, 2026 (the "**Extended Term**"). The Extended Ending Date, and all references to the Ending Date contained in the Lease shall hereafter be deemed to refer to the Extended Ending Date.

4. Base Rental. As per the Lease, commencing as of January 1, 2022 the Base Rent shall be increased annually at the rate of three (3%) percent. The annual Base Rent shall be adjusted to one hundred and three percent (103%) of the prior year's Base Rent, cumulatively.

5. Brokers. Landlord and Tenant represent and warrant to each other that they have not dealt with any real estate broker, salesmen, or finders to whom a brokerage commission is

due in connection with this First Lease Amendment other than Barron Real Estate (“Landlord Broker”). If a claim for commission in connection with this transaction is made by any broker, salesman, or finder, claiming to have dealt through or on behalf of either Landlord or Tenant, Landlord or Tenant (as the case may be) shall indemnify, defend and hold the other party hereunder harmless from and against all liabilities, damages, claims, costs, fees and expenses (including reasonable attorney’s fees and court costs at trial and all appellate levels) with respect to said claim for brokerage. Landlord hereby agrees to pay to Landlord’s Broker the total brokerage commission due and payable to the Landlord’s Broker pursuant to the terms and condition of separate agreement entered into by and between Landlord and Landlord’s Broker

6. Miscellaneous. This First Amendment shall be construed and interpreted in accordance with the laws of the State of Florida, contains the entire agreement of the parties hereto with respect to the subject matter hereof, and may not be changed or terminated orally or by course of conduct, or by any other means except by a written instrument, duly executed by the party to be bound thereby. This First Amendment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

7. Ratification. Landlord and Tenant hereby ratify and reaffirm the terms of the Lease and agree that nothing contained herein invalidates or shall impair or release any covenant, condition, agreement or stipulation in the Lease except as herein expressly modified, and the Lease shall continue in full force and effect. Tenant further acknowledges that as of the date hereof Landlord is not in default under the Lease and there are no actions or causes of action by Tenant against Landlord directly or indirectly relating to the Lease for activities arising prior to the effective date of this First Amendment, and as to Landlord actions occurring prior to the effective date of this First Amendment, Tenant has no claims, counterclaims, defenses, or setoffs against Landlord or Landlord’s managing agent arising in connection with the Lease or Tenant’s occupancy of the Premises. Nothing herein shall be deemed a waiver of Tenant rights as to future actions or inactions of the Landlord arising under the Lease, as amended.

8. Counterparts; Electronic Signature. 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. Signatures to this First Amendment transmitted by telecopy (or scanned in pdf format sent by e-mail transmission) shall be valid and effective to bind the party so signing. Each party hereto agrees to promptly deliver to the other party an executed original to this First Amendment with its actual signature, but a failure to do so shall not affect the enforceability of this First Amendment, it being expressly agreed that each party to this First Amendment shall be bound by its own telecopied or scanned signature and shall accept the telecopied or scanned signature of the other party to this First Amendment.

9. OFAC Certification. Tenant certifies that:

(a) It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked

person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and

(b) It is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation.

10. Limitation of Liability. Notwithstanding anything appearing to the contrary in this First Amendment or the Lease, the liability of Landlord for Landlord's obligations under the Lease shall be limited to Landlord's interest in 225 NE 3<sup>rd</sup> Avenue, Fort Lauderdale, Florida, and Tenant shall not look to any other property or assets of Landlord or the property or assets of any partner, member, manager, shareholder, director, officer, affiliate, beneficiary, trustee, principal, employee or agent of Landlord (or any direct or indirect member, shareholder, partner or other owner of any such member, shareholder, partner, manager, director, officer, agent, affiliate or employee of such other party, or any director, officer, employee, agent, manager or trustee of any of the foregoing) [collectively, the "**Parties**"] in seeking either to enforce Landlord's obligations under the Lease or to satisfy a judgment for Landlord's failure to perform such obligations; and none of the Parties shall be personally liable for the performance of Landlord's obligations under the Lease.

THIS FIRST AMENDMENT IS EXECUTED by the parties as of the day and year first above written.

Signed, sealed and delivered in the presence of:

LANDLORD:  
**KMAC, LLC**, a Florida limited liability company

\_\_\_\_\_  
(as to Landlord)

By: \_\_\_\_\_

\_\_\_\_\_  
(as to Landlord)

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

\_\_\_\_\_  
(as to Tenant)

TENANT:  
**CITY OF FORT LAUDERDALE**, a Florida municipal corporation

\_\_\_\_\_  
(as to Tenant)

By: \_\_\_\_\_  
Christopher J. Lagerbloom, City Manager, ICMA-RC

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