

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "**First Amendment**") is made and entered into as of this 12 day of July, 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 3rd 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 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 3rd 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.

LANDLORD

Signed, sealed and delivered in the presence of:

Shawn L. O'Muth
(as to Landlord)

[Signature]
(as to Landlord)

KMAC, LLC, a Florida limited liability company

By: Charles B. Ladd

Print Name: Charles B. Ladd

Title: Manager

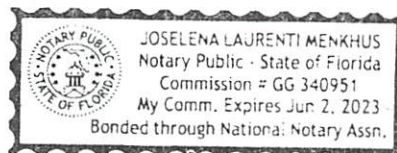
Date: 6/17/21

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of June, 2021, by (Name of Signor) Charles Ladd as (Title) manager of KMAC, LLC a Florida limited liability company, on behalf of KMAC, LLC.

[Signature]
Notary Public signature

Name 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:

[Signature]
200404 DUBOIS
[Witness type or print name]

Jeannette A. Johnson
Jeannette A. Johnson
[Witness type or print name]

By: [Signature]
Dean J. Trantalis, Mayor

By: [Signature]
Christopher J. Lagerbloom, ICMA-CM
City Manager

ATTEST:

[Signature]
Jeffery A. Modarelli,
City Clerk



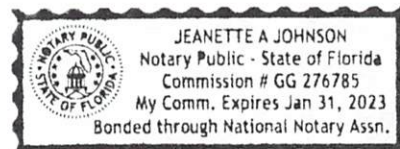
Approved as to form:
Alain E. Boileau, City Attorney

By: [Signature]
For Lynn Solomon, Esq.
Assistant City Attorney
Dwayne Sepence, Esq.

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online, this 9th day of July, 2021, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Jeannette A. Johnson
Notary Public, State of Florida
Jeannette A. Johnson
Name of Notary Typed, Printed or Stamped



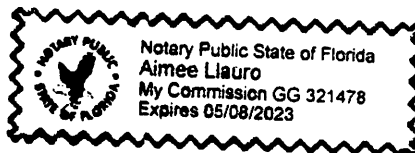
Personally Known [check] OR Produced Identification _____
Type of Identification Produced _____

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U.S.A.

STATE OF FLORIDA
COUNTY OF BROWARD

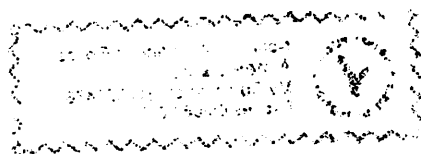
The foregoing instrument was acknowledged before me this by means of ☒ physical presence or
☐ online, this 12 day of July, 2021, by CHRISTOPHER J.
LAGERBLOOM, ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal
corporation of Florida on behalf of the City of Fort Lauderdale.

Aimee Liauro
Notary Public, State of Florida



Aimee Liauro
Name of Notary Typed, Printed or Stamped

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____





COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 7/8/2021

2L 7/13/2021

DOCUMENT TITLE: 1st Amendment to the Lease Agreement between COFL and KMAC LL – 255 NE 3rd Ave

COMM. MTG. DATE: 6/1/2021 CAM #: 21-0497 ITEM #: CM-4 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Sonia/ x-5598 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: CMO Router Name/Ext: Angela Salmon # of originals routed: 2 Date to CAO: 7/8/2021

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☐ YES ☐ NO

Date to CCO: 7/9/2021 For LYNN SOLOMON DWS
Attorney's Name Initials
Dwayne Spence

3) City Clerk's Office: # of originals: _____ Routed to: Donna V./Aimee L./CMO Date: _____
Not routed to cm by clerk's office

4) City Manager's Office: CMO LOG #: Jul 16 Document received from: _____

Assigned to: CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith _____ (Initial/Date) PER ACM: G. Chavarria _____ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward _____ originals to ☐ Mayor ☐ CCO Date: _____

5) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Forward 2 originals to CAO for FINAL APPROVAL Date: 7/13/2021

7) CAO forwards _____ originals to CCO Date: _____

8) City Clerk: Scan original and forwards 2 originals to: Angela Salmon/ Ext 3442 / CMO

***** Email Scan of completely executed doc to ssierra@fortlauderdale.gov

Attach _____ certified Reso # _____ ☐ YES ☒ NO

Original Route form to Sonia ext. 5598

Rev. 9/9/2020