

FIRST AMENDMENT TO BUSINESS LEASE

This FIRST AMENDMENT TO BUSINESS LEASE, dated this ____ day of _____, 20____, made by and between: COPANS ROAD ASSOCIATES LLP, a Florida limited liability partnership (hereinafter referred to as LANDLORD); and BROWARD COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners (hereinafter referred to as TENANT).

WHEREAS, the parties hereto entered into a Business Lease, dated November 14, 2006 ("Lease"), for the lease of approximately 6,096 square feet at the address of 1100 Park Central Boulevard South, Suite 3500, situate in the City of Pompano Beach, County of Broward, State of Florida.

WHEREAS, the term of the Lease is for three (3) years commencing on the Rent Commencement Date, which is January 1, 2007, and terminating on December 31, 2009; and

WHEREAS, the parties desire to amend the Lease to provide for one renewal term of three (3) years; NOW, THEREFORE,

IN CONSIDERATION of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree to amend the Agreement as follows:

1. The recitals set forth in the preamble to this amendment are true, accurate and deemed as being incorporated herein by this reference as though set forth in full hereunder.
2. Paragraph 1.5 of the Lease is hereby amended as follows:
 - 1.5 TENANT, at its sole option, may terminate this LEASE at any time after the 24th month of paid occupancy, including any extensions or renewals, if any, by giving the LANDLORD ninety (90) days prior written notice.
3. Article 1 of the Lease is hereby amended to include the following provision:
 - 1.6 The term of this Lease may be extended, at the option of the TENANT, for one successive period of three (3) years. Such option to extend shall be exercised by TENANT by giving written notice as provided in the Notices section of this Lease not less than thirty (30) days prior to the expiration of the then existing term. Each extended renewal term shall be upon the same terms and conditions as provided in this Lease for the initial term except that the rent for each successive term shall be as set forth in Exhibit "A-1," attached hereto.

FIRST AMENDMENT TO BUSINESS LEASE

This FIRST AMENDMENT TO BUSINESS LEASE, dated this ____ day of _____, 20____, made by and between: COPANS ROAD ASSOCIATES LLP, a Florida limited liability partnership (hereinafter referred to as LANDLORD); and BROWARD COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners (hereinafter referred to as TENANT).

WHEREAS, the parties hereto entered into a Business Lease, dated November 14, 2006 ("Lease"), for the lease of approximately 6,096 square feet at the address of 1100 Park Central Boulevard South, Suite 3500, situate in the City of Pompano Beach, County of Broward, State of Florida.

WHEREAS, the term of the Lease is for three (3) years commencing on the Rent Commencement Date, which is January 1, 2007, and terminating on December 31, 2009; and

WHEREAS, the parties desire to amend the Lease to provide for one renewal term of three (3) years; NOW, THEREFORE,

IN CONSIDERATION of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree to amend the Agreement as follows:

1. The recitals set forth in the preamble to this amendment are true, accurate and deemed as being incorporated herein by this reference as though set forth in full hereunder.
2. Paragraph 1.5 of the Lease is hereby amended as follows:
 - 1.5 TENANT, at its sole option, may terminate this LEASE at any time after the 24th month of paid occupancy, including any extensions or renewals, if any, by giving the LANDLORD ninety (90) days prior written notice.
3. Article 1 of the Lease is hereby amended to include the following provision:
 - 1.6 The term of this Lease may be extended, at the option of the TENANT, for one successive period of three (3) years. Such option to extend shall be exercised by TENANT by giving written notice as provided in the Notices section of this Lease not less than thirty (30) days prior to the expiration of the then existing term. Each extended renewal term shall be upon the same terms and conditions as provided in this Lease for the initial term except that the rent for each successive term shall be as set forth in Exhibit "A-1," attached hereto.

4. Exhibit "A" of the Lease is hereby deleted and replaced in its entirety by the amended Exhibit "A-1," attached hereto and made a part hereof.
5. From and after the execution of this Amendment, in each instance in which Exhibit "A" is referred to in the Lease, said reference shall be deemed to refer to Exhibit "A-1," attached hereto.
6. In the event of any conflict or ambiguity between this Amendment and the Lease, the parties hereto hereby agree that this document shall control.
7. Except as modified herein, all terms and conditions contained within the Lease, shall remain in full force and effect and are incorporated herein by this reference.
8. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibit "A-1" is incorporated into and made a part hereof and of the Lease by this reference.
9. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Lease.
10. The Lease, as amended, is hereby ratified and confirmed.
11. Multiple originals of this Amendment may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.
12. The effective date of this First Amendment to Business Lease shall be on the date it is fully executed by both parties.

[THE REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this First Amendment to Business Lease on the respective dates under each signature: COPANS ROAD ASSOCIATES, LLP signing by and through its PARTNERS, duly authorized to execute same, and BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20_____.

LANDLORD

WITNESSES:

[Signature]
Witness 1 Signature

ANTONIA A. PROCTOR-MOYAN
Witness 1 Print/Type Name

[Signature]
Witness 2 Signature

Deborah J. Corso
Witness 2 Print/Type Name

COPANS ROAD ASSOCIATES LLP

Argent Point, LLP, an authorized partner

By [Signature]

Printed Name: SPER ABOUT

Title: GENERAL PARTNER

4th day of NOVEMBER, 2009

(SEAL)

WITNESSES:

[Signature]
Witness 1 Signature

ANTONIA A. PROCTOR-MOYAN
Witness 1 Print/Type Name

[Signature]
Witness 2 Signature

Deborah J. Corso
Witness 2 Print/Type Name

Stone Point, LLP, an authorized partner

By [Signature]

Printed Name: ERWIN SPEDM

Title: GENERAL PARTNER

4th day of NOVEMBER, 2009

(SEAL)

ES/JA

FIRST AMENDMENT TO BUSINESS LEASE BETWEEN COPANS ROAD ASSOCIATES LLP AND BROWARD COUNTY.

TENANT

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

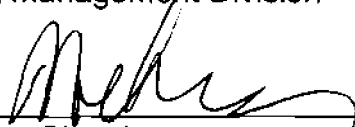
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

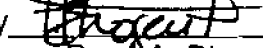
By _____
Mayor

____ day of _____, 20____

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Office of the County Attorney
for Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By  _____
Signature (Date)

By  11/5/09
Purva A. Bhogaita (Date)
Assistant County Attorney

PAB:dmv
11/03/09
10/28/09
copansrdassoc-lease.am01.doc

ES/JA

Exhibit A1

Rent Schedule

Based on approximately 6,096 rentable square feet

The County is exempt from paying State Sales Tax.

Base Term

<u>Year</u>	<u>Annual Rent Adjustment</u>	<u>\$/SF</u>	<u>Annually</u>	<u>Monthly</u>
1	0 %	\$22.00	\$134,112.00	\$11,176.00
2	3 %	\$22.66	\$138,135.36	\$11,511.28
3	3 %	\$23.34	<u>\$142,279.42</u>	\$11,856.62
	Total		\$414,526.78	

Extended Term

1	0 %	\$20.00	\$121,920.00	\$10,160.00
2	3 %	\$20.60	\$125,577.60	\$10,464.80
3	3 %	\$21.22	<u>\$129,344.93</u>	\$10,778.74
	Total		\$376,842.53	

ES/JA