

**FIRST AMENDMENT TO LEASE AGREEMENT
BETWEEN
BROWARD COUNTY
AND
FAZIO LIMITED PARTNERSHIP
FOR
LEASE OF OFFICE SPACE**

This First Amendment to the Lease Agreement for Lease of Office Space (“Amendment”) between Fazio Limited Partnership, a Florida limited partnership (“Landlord”), whose address is 633 South Andrews Avenue, Suite 403, Fort Lauderdale, Florida 33301, and Broward County, a political subdivision of the State of Florida (“Tenant”), whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, is entered into and effective as of the date this Amendment is fully executed by the Parties. Landlord and Tenant are collectively referred to as the “Parties.”

RECITALS

A. Landlord and Tenant entered into a Lease Agreement for Lease of Office Space (“Lease”), effective on March 1st, 2017 (“Effective Date”), whereby Landlord agreed to lease to Tenant, and Tenant agreed to lease from Landlord, the entire first and second floors of the property located at 315 Southeast 7th Street, Fort Lauderdale, Florida 33301, containing approximately 10,469 rentable square feet of space (the “Premises”).

B. Pursuant to Section 3.2 of the Lease, the term of the Lease expires on March 31, 2018, and the Parties have the option to extend the Lease for up to six (6) consecutive one (1) month terms.

C. In accordance with the Lease, the Parties have automatically extended the term of the Lease to run through September 30, 2018.

D. The Parties desire to amend the Lease in order to allow Tenant to occupy the Premises beyond the term of the Lease.

AMENDMENT

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

1. Unless otherwise defined in this Amendment, the capitalized terms in this Amendment have the respective meanings ascribed to them in the Lease and the definitions of those terms in the Lease are incorporated by reference into this Amendment. If there is a conflict or inconsistency between any term, statement, requirement, or provision of the Lease, and any provision of this Amendment, the provisions of this Amendment shall prevail and be given effect.

2. The recitals set forth above are true, accurate, and fully incorporated herein by this reference.

3. Section 3.2 of the Lease is hereby deleted in its entirety and replaced with the following:

3.2 Term and Renewals. The term of this Lease shall commence on the Effective Date and continue through September 30, 2021 ("Term"), unless extended or sooner terminated in accordance with the terms of this Lease.

The Parties shall have the option to renew the Lease for up to three (3) additional one (1) year terms ("Extension Term(s)"). The Extension Term option shall be exercised by Tenant, acting through its County Administrator (or authorized designee), sending written notice to Landlord at least one hundred and eighty (180) calendar days before the expiration of the then-current term. Each Extension Term shall be on the same terms and conditions as provided in this Lease, except for the Monthly Rent shown on the Rent Schedule (as defined in Section 3.3 below) and the fees for "reserved" parking permits as specified in Section 4 of the Lease. Each Extension Term shall end on the last day of the month.

4. Section 4 of the Lease is hereby deleted in its entirety and replaced with the following:

4. PARKING FACILITIES:

During the Term and any Extension Term, Landlord shall make available for use by Tenant and Tenant's employees, patrons, occupants, licensees, invitees, and guests (including personnel, invitees, patrons, and guests of the Broward State Attorney's Office) the parking areas in common with the other tenants of Landlord adjacent to the Premises, subject to the following:

- a. Tenant shall be provided nine (9) reserved parking permits at no additional cost from the Effective Date through December 31, 2017, and thereafter, at a cost of Thirty-five Dollars (\$35.00) per permit, per month from January 1, 2018 through September 30, 2018.
- b. Tenant shall be provided sixteen (16) reserved parking permits at a cost of Thirty-five Dollars (\$35.00) per permit, per month from the Effective Date through September 30, 2018.

- c. Tenant shall be provided twenty-five (25) reserved parking permits at a cost of Forty-five Dollars (\$45.00) per permit, per month from October 1, 2018 through September 30, 2021, and thereafter, at a cost of Fifty Dollars (\$50.00) per permit, per month during each Extension Term, if exercised.

Landlord represents that it has sufficient parking to meet the obligations of this Section 4. Tenant shall abide by the Advocate Building Parking Policies, attached hereto as **Exhibit C**. Notwithstanding the preceding sentence or anything in the Lease to the contrary, Tenant and Tenant's employees, patrons, occupants, licensees, invitees, and guests (including personnel, invitees, patrons, and guests of the Broward State Attorney's Office) can, but are not required to, park in the Visitor Lot specified in **Exhibit C**.

5. Exhibit B to the Lease shall be replaced in its entirety with Exhibit B attached hereto.

6. This Amendment is hereby incorporated into the Lease, and all of the terms and conditions contained in the Amendment shall be binding on the Parties.

7. Except as expressly modified herein, all terms and conditions contained in the Lease shall remain unchanged and in full force and effect.

8. The Lease, as modified by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Lease as modified hereby. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

9. Multiple originals of this Amendment may be executed by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

10. This Amendment has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

11. Each individual executing this Amendment represents and warrants that he or she is, on the date of execution, duly authorized by all necessary and appropriate action to execute this Amendment on behalf of such party and does so with full legal authority.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: 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____, and FAZIO LIMITED PARTNERSHIP, signing by and through its _____, duly authorized to execute same.

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 or Vice-Mayor

_____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By:  7/24/18
Irma Qureshi (Date)
Assistant County Attorney

By:  7/24/18
Annika E. Ashton (Date)
Senior Assistant County Attorney

IQ
Amendment to Advocate Building Lease
07/17/2018
#334687

FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN BROWARD COUNTY AND
FAZIO LIMITED PARTNERSHIP FOR LEASE OF OFFICE SPACE.

LANDLORD

FAZIO LIMITED PARTNERSHIP, a Florida
limited partnership

By: Quinn F. Goodchild

Print Name: Quinn F. Goodchild

Title: Registered Agent

WITNESSES:

Nancy Fazio
Witness 1 Signature

Nancy Fazio
Witness 1 Print/Type Name

Abigail Goodchild
Witness 2 Signature

Abigail Goodchild
Witness 2 Print/Type Name

ACKNOWLEDGEMENT

STATE OF _____ }

COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ of FAZIO LIMITED PARTNERSHIP, a Florida limited partnership, [] who is personally known to me or [] who has produced _____ as identification.

Signature of Notary Public

Printed Name of Notary

My Commission Expires: _____
Commission Number: _____
(SEAL)

**EXHIBIT B
RENT SCHEDULE**

SUITE 100 (4,223 rentable square feet)

RENT FOR THE TERM:

PERIOD	MONTHLY RENT AMOUNT	TOTAL RENT FOR PERIOD – Ste. 100
3/1/2017 to 3/31/2018	\$8,833.11	\$105,997.32
4/1/2018 to 9/30/2018	\$9,098.10	\$54,588.60
10/1/2018 to 9/30/2019	\$9,097.05	\$109,164.60
10/1/2019 to 9/30/2020	\$9,369.96	\$112,439.52
10/1/2020 to 9/30/2021	\$9,651.06	\$115,812.72

RENT FOR THE EXTENSION TERMS:

PERIOD	MONTHLY RENT AMOUNT	TOTAL RENT FOR PERIOD – Ste. 100
10/1/2021 to 9/30/2022	\$9,940.59	\$119,287.08
10/1/2022 to 9/30/2023	\$10,238.81	\$122,865.72
10/1/2023 to 9/30/2024	\$10,545.97	\$126,551.64

SUITE 200 (6,246 rentable square feet)

RENT FOR THE TERM:

PERIOD	MONTHLY RENT AMOUNT	TOTAL RENT FOR PERIOD – Ste. 200
3/1/2017* to 1/31/2018	\$16,819.73	\$168,197.30
2/1/2018 to 3/31/2018	\$13,064.55	\$26,129.10
4/1/2018 to 9/30/2018	\$13,456.49	\$80,738.94
10/1/2018 to 9/30/2019	\$13,454.93	\$161,459.16
10/1/2019 to 9/30/2020	\$13,858.58	\$166,302.96
10/1/2020 to 9/30/2021	\$14,274.34	\$171,292.08

RENT FOR THE EXTENSION TERMS:

PERIOD	MONTHLY RENT AMOUNT	TOTAL RENT FOR PERIOD – Ste. 200
10/1/2021 to 9/30/2022	\$14,702.56	\$176,430.72
10/1/2022 to 9/30/2023	\$15,143.64	\$181,723.68
10/1/2023 to 9/30/2024	\$15,597.95	\$187,175.40

*As indicated in Section 3.3 of this Lease, the Parties acknowledge that the Tenant has, under the Business Lease, paid rent for the month of March 2017, for Suite 200 of the Premises, and hereby agree, notwithstanding the termination of the Business Lease, that such payment shall be deemed to be the full payment of Monthly Rent under this Lease for the month of March 2017, for Suite 200 of the Premises.