

**THIRD AMENDMENT TO OFFICE LEASE
BETWEEN BROWARD COUNTY AND ACP PARTNERS, LLC**

This Third Amendment to the Office Lease between Broward County, a political subdivision of the State of Florida ("County"), and ACP Partners, LLC, a Florida limited liability company ("Landlord") (collectively, the "Parties"), is entered into effective as of the date fully executed by the Parties ("Effective Date").

RECITALS

A. Landlord and County are parties to a certain Office Lease, dated December 6, 2011, which was subsequently amended by a First Amendment, dated August 11, 2015, and a Second Amendment, dated October 30, 2017 (as amended, the "Office Lease").

B. Pursuant to the Office Lease, County leases from Landlord approximately 23,648 square feet of rentable space and 95 parking spaces at the property commonly known as 4101 Ravenswood Road, Fort Lauderdale, Broward County, Florida (the "Premises").

C. All Renewal Terms have been exercised, and the Office Lease will expire on March 31, 2019.

D. The Parties desire to amend the Office Lease to extend the term for one (1) year, through March 31, 2020.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Office Lease as follows:

1. The foregoing recitals are true and correct, and are incorporated herein by reference.
2. The Term of the Office Lease is extended for one (1) additional year (the "Third Renewal Term"), which will commence on April 1, 2019, and will expire on March 31, 2020. Commencing April 1, 2019, County shall pay Annual Base Rent for the Premises for the Third Renewal Term in the amount of \$341,749.86 in equal monthly installments of \$28,479.15, due on the first day of each calendar month, and as Section 4 of the Office Lease otherwise provides. During the Third Renewal Term, County shall continue to pay Tenant's Pro Rata Share of Total Operating Costs as Section 4 of the Office Lease more particularly provides.
3. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Office Lease.
4. Landlord acknowledges that as of the Effective Date hereof, County is not in default of any term of the Office Lease and Landlord has no claims against County with respect to any of the matters covered by the Office Lease. County acknowledges that as of the Effective Date hereof, Landlord is not in default of any term of the Office Lease and County has no claims against County with respect to any of the matters covered by the Office Lease.

5. In the event of any conflict or ambiguity between this Third Amendment and the Office Lease, the Parties agree that this Third Amendment shall control.
6. The Office Lease, as amended hereby, 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 Office Lease or this Third Amendment to the Office Lease.
7. Preparation of this Third Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more strictly against one of the Parties than any other.
8. Except as modified herein, all terms and conditions of the Office Lease shall remain in full force and effect.
9. This Third Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Third 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 _____, 2018, and ACP PARTNERS LLC, signing by and through its _____, duly authorized to execute same.

COUNTY

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 _____, 2018

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By  6-15-18
Tracy Meyer, Esq. (Date)
Risk Insurance and Contracts Manager

By  6/15/18
Carlos Rodriguez-Cabarrocas (Date)
Assistant County Attorney

By  6/15/18
Alexander J. Williams, Jr (Date)
Senior Assistant County Attorney


CRC/ch
ACP 3rd Amdmt
04/02/18
#80071.0013

THIRD AMENDMENT TO OFFICE LEASE BETWEEN BROWARD COUNTY AND ACP PARTNERS, LLC

LANDLORD

WITNESSES:

ACP PARTNERS, LLC




Signature

By: 

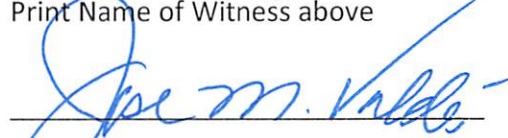
Authorized Signor



Print Name of Witness above

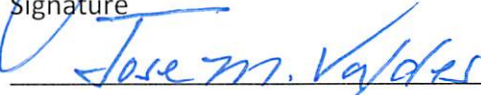


Print Name and Title *MANAGING PARTNER.*




Signature

29 day of MAY, 2018



Print Name of Witness above

ATTEST:



Corporate Secretary or other person authorized
to attest

MARTHA A. AGUIRRE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG045483
Expires 11/7/2020

