

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN  
SOPHER INVESTMENTS, INC. AND BROWARD COUNTY FOR LEASE OF SPACE  
FOR WATER & WASTEWATER SERVICES CUSTOMER SERVICE OFFICE**

This First Amendment to the Lease Agreement ("Amendment") between Sopher Investments, Inc., a Florida corporation, whose address is 4000 North State Road 7 Suite 404, Lauderdale Lakes, Florida 33319 ("Landlord"), and Broward County, a political subdivision of the State of Florida, whose address is 115 South Andrews Avenue, Fort Lauderdale, Florida 33301 ("Tenant"), is entered into and effective as of the date this Amendment is fully executed by the Parties. Landlord and Tenant are hereinafter referred to collectively as the "Parties," and are individually referred to as a "Party."

**RECITALS**

A. Landlord and Tenant entered into a Lease Agreement for Lease of Space for Water & Wastewater Services Customer Service Office ("Lease"), effective on January 14, 2014 ("Lease Effective Date"), whereby Landlord agreed to lease to Tenant, and Tenant agreed to lease from Landlord, Suite 101 of the property located at 4000 North State Road 7, Lauderdale Lakes, Florida 33319, containing approximately nine hundred nine (909) rentable square feet of space (the "Premises").

B. The Lease provided for an initial term, which expired on June 9, 2017, and extension terms for up to two (2) consecutive two (2) year terms upon Tenant giving written notice to Landlord at least sixty (60) days before the expiration of the then-current term.

C. In accordance with the Lease, Tenant exercised the first extension term of the Lease to run through June 9, 2019.

D. The Parties desire to amend the Lease in order to extend the term of the Lease and to increase the base rent for such extended term.

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:

**AMENDMENT**

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 in the Amendment by this reference.

3. Section 1.2 of the Lease is hereby deleted in its entirety and replaced with the following:

- 1.2 Term and Renewals. The term of this Lease shall commence on the date provided in Section 6 of this Lease ("Term Commencement Date") and continue through June 9, 2020 ("Initial Term"), unless extended or sooner terminated in accordance with the terms of this Lease.

TENANT shall have the option to renew the Lease for a period of one (1) year ("Extension Term") commencing upon the expiration of the Initial Term. The Extension Term option shall be exercised by TENANT, acting through its County Administrator or duly authorized designee, sending written notice to LANDLORD at least sixty (60) calendar days before the expiration of the Initial Term. The Extension Term shall be on the same terms and conditions as provided in this Lease, except for the rent for such Extension Term shall be adjusted as set forth in Exhibit "B," which is attached hereto and made a part hereof. The Initial Term and the Extension Term (if exercised) are collectively referred to in this Lease as the "Term" or "Lease Term."

The effective date of this Lease shall be the date it is fully executed by the Parties ("Lease Effective Date").

4. Section 1.3 of the Lease is hereby deleted in its entirety and replaced with the following:

- 1.3 Rent. During the Term, TENANT shall pay LANDLORD (or its duly authorized agent) the base rent as set forth in Exhibit "B," payable in twelve (12) equal monthly installments, in advance and without demand, set off, or deduction ("Monthly Rent Payment"). All Monthly Rent Payments shall be made in lawful money of the United States at LANDLORD's office located 2430 N.E. 184th Terrace, North Miami Beach, Florida 33160, or at such other place as may be designated in writing by LANDLORD to TENANT. Each Monthly Rent Payment shall be due on the first day of each month during the Term, except that the first Monthly Rent Payment shall not become due until thirty (30) calendar days after the Term Commencement Date and shall be prorated for the period of time from the Term Commencement Date to the end of the month.

5. Exhibit "B" to the Lease shall be replaced in its entirety with the Exhibit "B" attached to this Amendment.

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 in this Amendment, 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 have made and executed this First Amendment: SOPHER INVESTMENTS, INC., a Florida corporation, signing by and through its duly authorized representative, 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 \_\_\_\_\_, 2019 (Agenda Item No. \_\_\_\_).

LANDLORD

SOPHER INVESTMENTS, INC., a Florida corporation

By: [Signature]  
Print Name: RATHEE SYPHER  
Title: President

18 day of March, 2019

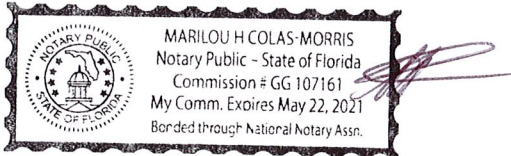
WITNESSES:

[Signature]  
Signature of Witness 1

Betty Ducenok  
Print Name of Witness 1

[Signature]  
Signature of Witness 2

Meava C Felix  
Print Name of Witness 2



FL Driver License  
8160-720-59-021-0  
Presented

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SERVICES CUSTOMER SERVICE OFFICE.**

TENANT

ATTEST:


\_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners


BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
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:  03/26/19  
Irma Qureshi (Date)  
Assistant County Attorney

By:  03/26/19 for  
Annika E. Ashton (Date)  
Senior Assistant County Attorney

IQ/mdw  
First Amendment for WWS Lease  
3/13/2019  
#415405

**EXHIBIT "B"**  
**Rent Schedule**

**INITIAL TERM**

<b><u>PERIOD</u></b>	<b><u>RENT/SF</u></b>	<b><u>ANNUAL RENT</u></b>	<b><u>MONTHLY RENT</u></b>
6/10/2014 to 6/9/2015	\$19.66	\$17,868.00	\$1,489.00
6/10/2015 to 6/9/2016	\$20.25	\$18,404.04	\$1,533.67
6/10/2016 to 6/9/2017	\$20.85	\$18,956.16	\$1,579.68
6/10/2017 to 6/9/2018	\$17.48	\$15,892.68	\$1,324.39
6/10/2018 to 6/9/2019	\$18.01	\$16,369.46	\$1,364.12
6/10/2019 to 6/9/2020	\$23.76	\$21,600.00	\$1,800.00

**EXTENSION TERM**

<b><u>PERIOD</u></b>	<b><u>RENT/SF</u></b>	<b><u>ANNUAL RENT</u></b>	<b><u>MONTHLY RENT</u></b>
6/10/2020 to 6/9/2021	\$24.47	\$22,248	\$1,854