

**SECOND AMENDMENT TO THE LEASE AGREEMENT BETWEEN
BROWARD COUNTY AND ABCD COURTHOUSE PLACE LLC
FOR LEASE OF OFFICE SPACE**

This Second Amendment to the Lease Agreement for the Lease of Office Space (“Second Amendment”) is made and entered into between Broward County, a political subdivision of the State of Florida (“Tenant”), and ABCD Courthouse Place LLC, a Connecticut limited liability company (“Landlord”). Landlord and Tenant are referred to individually as a “Party” and collectively referred to as the “Parties.”

RECITALS

- A. On March 9, 2017, Courthouse Place Building Owner, LLC (“Courthouse Place”) and Tenant entered into a lease agreement for the lease of office space, (“2017 Lease”), whereby Courthouse Place leased to Tenant Suites 603 and 604 of the property located at 12 Southeast 7th Street, Fort Lauderdale, Florida 33301, containing approximately 7,532 rentable square feet of space (“Property”).
- B. On May 4, 2017, Courthouse Place assigned the 2017 Lease to HRE/SEFIRA Courthouse Place, LLC (“HRE”), and provided Tenant with notice of such assignment.
- C. On May 22, 2018, HRE and Tenant entered into the First Amendment to the 2017 Lease where the Parties extended the term of the lease, added HRE as a party, and updated the Rent Schedule (“First Amendment”).
- D. The 2017 Lease and First Amendment are collectively referred to as the “Lease.”
- E. HRE assigned the Lease to Landlord, and provided Tenant with notice of such assignment on February 28, 2020.
- F. The Lease has a current term ending on May 31, 2024.
- G. The Parties now desire to enter into this Second Amendment to extend the term, add Landlord as a party to the Lease, and to update the Rent Schedule.

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 hereto agree as follows:

AGREEMENT

1. The above recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Second Amendment shall retain the meaning ascribed to such terms in the Lease.
2. Amendments made to the Lease by this Second Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions, unless otherwise indicated.
3. This Second Amendment shall be effective as of the date it is fully executed by the Parties ("Effective Date").
4. Section 1.2 of the Lease is hereby amended to add the language as follows:

...

At the end of the third one (1) year Extension Term, the Lease shall automatically renew and continue until March 31, 2026 ("Renewal Term"), upon the same terms and conditions set forth in the Lease. If not earlier-terminated as provided in this Agreement, at the end of the Renewal Term, Tenant may, at Tenant's sole discretion, automatically extended the term of the Lease on a month-to-month basis without further notice to Landlord until December 31, 2026 ("Additional Extension Option"), upon the same terms and conditions set forth in the Lease. Tenant shall provide Landlord with written notice of its intent to terminate any Additional Extension Option no later than thirty (30) days prior to the expiration of the then-current term.

5. Section 15 of the Lease is hereby deleted and replaced in its entirety as follows (underlining omitted):

NOTICES:

For a notice to a Party to be effective under this Lease, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

To Tenant:

Broward County Administrator
Governmental Center
115 South Andrews Avenue, Room 409
Fort Lauderdale, Florida 33301
Email Address: mcepero@broward.org

With a copy to:

Director of Real Estate Development and Real Property
Governmental Center
115 South Andrews Avenue, Room 501
Fort Lauderdale, Florida 33301
E-mail Address: lmahoney@broward.org

To Landlord:

ABCD Courthouse Place LLC
399 Whalley Ave., Suite 103
New Haven, Connecticut 06511
E-mail Address: frank@capitalize360.com

With a copy to:

Frank M. Micali, CCIM
Netz USA LLC
C-O Capitalize 360 Group LLC
2264 Silas Deane Hwy., Suite 105
Rocky Hill, Connecticut 06067
E-mail Address: frank@capitalize360.com

6. Exhibit B to the Lease shall be replaced in its entirety with **Exhibit B** attached hereto.
7. The Parties agree that HRE is no longer a party to the Lease, and pursuant to Section 16 of the Lease, HRE has no further rights, obligations, liabilities, or responsibilities under the Lease during the extended term provided for in this Second Amendment.

8. This Second Amendment is hereby incorporated into the Lease, and all of the terms and conditions contained in this Second Amendment shall be binding on the Parties.
9. This Second Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same amendment.
10. Preparation of this Second 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 severely against one of the Parties than the other.
11. Except as modified in the Second Amendment, all terms and conditions of the Lease shall remain in full force and effect. If any conflict or ambiguity exists between this Second Amendment and the Lease, the Parties agree that this Second Amendment shall control.
12. This Second 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 of this Second Amendment that are not contained in the Lease and this Second Amendment.
13. The Parties represents and warrants that this Second Amendment constitutes the legal, valid, binding, and enforceable obligation of each Party, and that neither the execution nor performance of this Second Amendment constitutes a breach of any agreement that either Party has with any third party or violates any law rule, regulation, or duty arising in law or equity applicable to each Party. The Parties further represents and warrants that execution of this Second Amendment is within each Party's legal powers, and each individual executing this Second Amendment on behalf of such party is duly authorized by all necessary and appropriate action to do so, 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 Second 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 _____, 2022, (Board Agenda Item #__), and ABCD COURTHOUSE PLACE LLC, signing by and through its _____ duly authorized to execute same.

COUNTY

<p>ATTEST:</p> <p>_____</p> <p>Broward County Administrator, as ex officio Clerk of the Broward County Board of Commissioners</p>	<p>BROWARD COUNTY, by and through its Board of County Commissioners</p> <p>By: _____</p> <p>Mayor</p> <p>____ day of _____, 20__</p> <p>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</p> <p>By: _____</p> <p>Reno V. Pierre (Date) Assistant County Attorney</p> <p>By: _____</p> <p>Annika E. Ashton (Date) Deputy County Attorney</p>
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SECOND AMENDMENT TO THE LEASE AGREEMENT BETWEEN BROWARD COUNTY AND ABCD COURTHOUSE PLACE LLC FOR LEASE OF OFFICE SPACE

LANDLORD

WITNESSES:

ABCD COURTHOUSE PLACE LLC, a Connecticut limited liability company

Stefy Falcon
Witness #1 Signature

By: [Signature]
Signature

Stefany Falcon
Print Name: Witness #1

MEMACHEM GURSVITZ
Print Name

1 day of AUG, 2022

[Signature]
Witness #2 Signature

Approved as to form and legal sufficiency:

Shakira Diaz
Print Name: Witness #2

By: _____
Counsel for ABCD Courthouse Place LLC

ACKNOWLEDGEMENT

STATE OF CT
COUNTY OF NEW HAVEN

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 1st day of AUGUST, 2022, by MEMACHEM GURSVITZ, Registered Agent of ABCD Courthouse Place LLC, a Connecticut limited liability company, who is personally known to me or who has produced _____ as identification.

(SEAL)

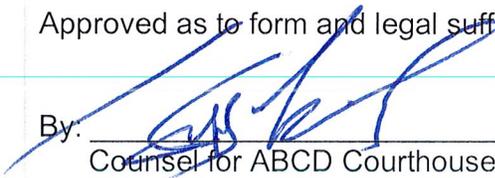


[Signature]
Signature: Notary Public,

MOSHE Y MALACHOWSKI
Name of Notary Typed, Printed or Stamped

SECOND AMENDMENT TO THE LEASE AGREEMENT BETWEEN BROWARD COUNTY AND ABCD COURTHOUSE PLACE LLC FOR LEASE OF OFFICE SPACE

LANDLORD

<p>WITNESSES:</p> <p> _____ Witness #1 Signature</p> <p><u>Sofia Firma Pat</u> _____ Print Name: Witness #1</p> <p> _____ Witness #2 Signature</p> <p><u>Renee Wilson</u> _____ Print Name: Witness #2</p>	<p>ABCD COURTHOUSE PLACE LLC, a Connecticut limited liability company</p> <p>By: _____ Signature</p> <p>_____ Print Name</p> <p>____ day of _____, 20__</p> <p>Approved as to form and legal sufficiency:</p> <p>By:  _____ Counsel for ABCD Courthouse Place LLC</p>
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ACKNOWLEDGEMENT

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2022, by _____, Registered Agent of ABCD Courthouse Place LLC, a Connecticut limited liability company, [] who is personally known to me or [] who has produced _____ as identification.

(SEAL)

Signature: Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

EXHIBIT B

RENT SCHEDULE

Extension Term

Lease Period	Monthly Rent Amount	Period Total
6/1/2021 to 5/31/2022	\$23,312.98	\$279,755.74
6/1/2022 to 5/31/2023	\$23,779.24	\$285,350.85
6/1/2023 to 5/31/2024	\$24,254.82	\$291,057.87
Total		\$856,164.46

Renewal Term

Lease Period	Monthly Rent Amount	Period Total
6/1/2024 to 5/31/2025	\$24,739.92	\$296,879.03
6/1/2025 to 5/31/2026*	\$25,234.72	\$302,816.61
6/1/2026 to 12/31/2026*	\$25,739.41	\$180,175.87
Total		\$779,871.51

* Pursuant to Section 1.2, the Parties acknowledge that the Lease shall automatically renew for the Renewal Term. Upon completion of the Renewal Term, the Parties further acknowledge that the Additional Extension Option is an optional month-to-month tenancy that may be exercised by Tenant automatically, at Tenant's sole discretion, without notice to Landlord until December 31, 2026, with the termination rights set forth in Section 1.2 and as mentioned throughout the Lease.