

**SIXTH AMENDMENT TO BUSINESS LEASE BETWEEN LAUDERHILL MALL INVESTMENT, LLC, AND BROWARD COUNTY FOR THE LEASING OF REAL PROPERTY FOR THE OPERATION OF THE SUPERVISOR OF ELECTIONS WAREHOUSE**

This Sixth Amendment (“Sixth Amendment”) to the Business Lease (as defined below) is entered into between Broward County, a political subdivision of the State of Florida (“Tenant”), whose address is Governmental Center, 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, and Lauderhill Mall Investment, LLC, a Florida limited liability company (“Landlord”), whose address is 4200 Northwest 16th Street, Lauderhill, Florida 33313. Landlord and Tenant are hereby individually referred to as a “Party,” and collectively as the “Parties.”

**RECITALS**

- A. On November 4, 2003, Tenant and High Glen Developments Limited, Inc., and Rossland Real Estate Limited, Inc., entered into a lease agreement wherein Tenant leased certain real property for the operation of the Broward County Supervisor of Elections warehouse (“Original Lease”).
- B. Under the Original Lease, Tenant leased from Landlord approximately fifty thousand (50,000) square feet located at 1501 Northwest 40th Avenue, Lauderhill, Florida 33313 (“Original Premises”).
- C. The Original Lease was subsequently amended five times, including on May 16, 2006, January 12, 2010, February 8, 2011, December 10, 2013, and, most recently, June 23, 2015 (“Fifth Amendment”). The Original Lease as subsequently amended through the date of this Sixth Amendment is hereby referred to as the “Business Lease.”
- D. Pursuant to the Fifth Amendment, Landlord agreed to, among other things, lease to Tenant an additional approximately seventeen thousand one hundred (17,100) square feet located at 1501(A) Northwest 40th Avenue, Lauderhill, Florida 33313 (“Expansion Premises 1”), and approximately twelve thousand six hundred eighty (12,680) square feet, located at 1515-1519 Northwest 40th Avenue, Lauderhill, Florida 33313 (“Expansion Premises 2”). The Original Premises, the Expansion Premises 1, and the Expansion Premises 2 are hereby collectively referred to as the “Premises.”
- E. On January 7, 2020, Tenant exercised its second renewal option to extend the Term of the Business Lease for the Premises until June 23, 2021.

- F. The Parties have agreed to extend the Term of the Business Lease for an additional three (3) years and to revise the base rent paid by Tenant to account for the extension of the Term.
- G. The Parties have also agreed to amend Landlord's maintenance and repair obligations under the Business Lease to provide specific actions that must be taken prior to elections.
- H. The Parties desire to enter into this Sixth Amendment to extend the Term of the Business Lease, to revise the base rent, and to delineate certain maintenance and repair obligations that Landlord must comply with prior to elections.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

2. TERM AND DELIVERY OF PREMISES:

The term for the Original Premises, which was previously delivered, commenced on February 1, 2004, and shall terminate four (4) years from the Effective Date of the Fifth Amendment to the Business Lease, ~~unless sooner terminated as per the terms of the Business Lease.~~

The term for Expansion Premises 1, which was previously delivered, commenced on February 1, 2014, and shall terminate four (4) years from the Effective Date of the Fifth Amendment to the Business Lease, ~~unless sooner terminated as per the terms of the Business Lease.~~

The term for Expansion Premises 2 ~~and the date upon which TENANT shall be entitled to possession of Expansion Premises 2 shall commence upon the issuance of a Certificate of Final Completion as provided in paragraph 4.10 of the Work Letter, attached hereto and made a part hereof as Exhibit "C-2" ("Expansion Premises 2 Commencement Date");~~ commenced on November 24, 2015, the date on which it was delivered, and shall terminate

four (4) years from the Effective Date of the Fifth Amendment to the Business Lease, ~~unless sooner terminated as per the terms of the Business Lease.~~

Collectively, the above lengths of time will hereinafter be referred to as the "~~Term.~~" "Fifth Amendment Term."

5. Paragraph 3 of the Business Lease is hereby deleted in its entirety and replaced as follows:

3. RENT:

3.1 During the Initial Renewal Term and each Renewal Term, TENANT agrees to pay LANDLORD, or its duly authorized agent, Rent for the Premises in equal monthly installments in accordance with the Rent Schedule attached as Exhibit B-7 to this Lease ("Rent") on the first day of each month.

3.2 All Rent due or to become due hereunder shall be paid to LANDLORD at a designated address to be provided in writing, unless LANDLORD shall designate some other payee or address for the payment thereof by giving written notice to that effect to TENANT.

3.3 If TENANT pays the advance monthly Rent for the Premises and the term for the Premises ends before the end of the calendar month, LANDLORD shall return to TENANT any Unearned Rent within thirty (30) calendar days from the date the term ends. Unearned Rent is the prorated Rent for the period of time from the date the term for the portion ends through the end of the calendar month.

6. Paragraph 16 of the Business Lease is hereby amended as follows:

REPAIRS:

16.1 LANDLORD covenants to keep the said Premises in good structural repair, so far as concerns TENANT. LANDLORD shall maintain and keep in good repair the roof, outside walls, foundations, perimeter demising walls, and fire protection sprinkler system, electrical system, ~~exclusive of electrical facilities and wiring connected to the air conditioning system serving the Premises and~~ exclusive of electrical facilities and wiring installed by TENANT, and plumbing systems, except for repairs to the plumbing systems required as a result of the fault of ~~the~~ TENANT, its employees, or invitees and for failure of the plumbing system due to ~~Tenant~~ TENANT, its employees or invitees. LANDLORD shall also make any repairs necessitated by water seepage or by other causes not under TENANT'S control

except for water seepage caused by the air conditioning unit installed by the TENANT. In addition, in accordance with Paragraph 6 of this Business Lease, LANDLORD is responsible for the maintenance and repair of all air conditioning units in the Premises, as well as air conditioning unit replacement when obsolete, and maintenance and replacement of air conditioning unit filters when obsolete. TENANT shall also make all repairs or changes which may be necessary to make the Premises and the use herein contemplated comply with applicable laws, ordinances, orders, or regulations of any federal, state, County, or municipal authority now or hereafter in effect unless specifically exempted therefrom. ~~If LANDLORD fails, within a reasonable time after request, to~~ must make such repairs or changes, or repairs necessitated by fire or other casualty within thirty (30) days after a request by TENANT, which time may be extended by mutual agreement of LANDLORD and TENANT. ~~If LANDLORD fails to make the necessary repairs within the timeframe provided herein,~~ then (a) LANDLORD shall be liable for any damages to property or loss thereby sustained by TENANT, and (b) TENANT may have such repairs made at the expense of LANDLORD, and deduct it from future rental payment upon presentation of a certified TENANT invoice detailing the repairs made and the expense incurred.

16.2 Repairs for the 2020 Election. In anticipation of the November 3, 2020 general election, and in addition to any and all other obligations under this Business Lease, LANDLORD agrees to comply with the following maintenance and repair obligations:

16.2.1 Roof. A state licensed roofing contractor mutually acceptable to TENANT and LANDLORD must: (i) inspect the roof over the Premises; (2) issue a written report detailing all necessary maintenance and repairs to said roof; and (3) complete all necessary maintenance and repairs detailed in the contractor's written report.

16.2.2 A/C Units. A state licensed air conditioning contractor mutually acceptable to TENANT and LANDLORD must: (i) inspect all A/C units servicing the Premises, including any units installed by TENANT; (ii) issue a written report detailing all necessary maintenance and repairs; and (iii) complete all necessary maintenance and repairs detailed in the contractor's written report.

16.2.3 Walkthrough. Prior to the Effective Date of the Sixth Amendment, LANDLORD and TENANT conducted a walkthrough of the Premises. During the walkthrough, the

inspections required under sections 16.2.1 and 16.2.2 were also conducted.

16.2.4 All maintenance and repairs identified in the inspections required under sections 16.2.1 and 16.2.2, as well any additional items that require maintenance or repair identified during the walkthrough completed under Section 16.2.3, must be completed by LANDLORD by October 15, 2020, which date may be extended upon mutual agreement of LANDLORD and TENANT. If LANDLORD fails to comply with its maintenance or repair obligations in whole or in part, TENANT has the right to complete by self-help all necessary maintenance and repairs and, upon presentation of a certified invoice, to offset all costs incurred in making such maintenance and repairs from TENANT'S Rent payments to LANDLORD.

16.3 Repair Obligations Prior to Elections. Apart from the requirements stated in section 16.2, prior to all elections, including but not limited to, general elections, special elections, primary elections, and municipal elections, conducted by the Broward County Supervisor of Elections, in addition to any and all other obligations under this Business Lease, LANDLORD must do the following:

16.3.1 Roof. At least ninety (90) days prior to an election, LANDLORD must: (i) have a state licensed roofing contractor mutually acceptable to TENANT and LANDLORD inspect the roof over the Premises; (ii) have the contractor issue a written report detailing all necessary maintenance and repairs; and (iii) have all necessary maintenance and repairs detailed in the written report completed.

16.3.2 A/C Units. At least ninety (90) days prior to an election, LANDLORD must: (i) have a state licensed air conditioning contractor mutually acceptable to TENANT and LANDLORD inspect the A/C units over the Premises, including any units installed by TENANT; (ii) have the contractor issue a written report detailing all necessary maintenance and repairs; and (iii) have all necessary maintenance and repairs detailed in the written report completed.

16.3.3 LANDLORD and TENANT agree to conduct a walkthrough of the Premises at least ninety (90) days prior to an election to identify any items that require maintenance or repair by LANDLORD.

16.4 Unless extended by mutual agreement of LANDLORD and TENANT, all repairs required under sections 16.3.1, 16.3.2, and 16.3.3, must be completed by LANDLORD at least thirty (30) days prior to an election. If LANDLORD fails to complete such maintenance and repairs in whole or in part, TENANT has the right to complete by self-help all necessary maintenance and repairs and, upon presentation of a certified invoice, to offset all costs incurred in making such maintenance and repairs from TENANT'S Rent payments to LANDLORD.

7. Paragraph 19 of the Business Lease is hereby amended as follows:

RENEWALS:

19.1 The Fifth Amendment Term of this Business Lease may be extended, at the option of TENANT, acting through its County Administrator or duly authorized designee, for two (2) optional, successive periods of one (1) year each. Such option to extend shall be exercised by TENANT by giving written notice by certified U.S. mail to LANDLORD not less than ninety (90) calendar days prior to the expiration of the then-existing term. Each extended renewal term shall be for one (1) year each, and shall be upon the same terms and conditions as provided in this Business Lease for the initial, except that the rent for each successive term shall be as listed on Exhibit "B-6." B-7.

19.2 Upon expiration of the Fifth Amendment Term as extended pursuant to Section 19.1, the Term (as defined herein) of the Business Lease shall automatically be renewed for an additional three (3) year period, which shall expire on June 23, 2024 ("Initial Renewal Term). After the Initial Renewal Term, TENANT shall have the right to further renew this Business Lease for five (5) additional terms of one (1) year per term (each a "Renewal Term"). Each Renewal Term option shall be exercised by TENANT, acting through its County Administrator, sending written notice to LANDLORD at least thirty (30) days before the expiration of the Initial Renewal Term or the then-current Renewal Term. The Fifth Amendment Term, Initial Renewal Term, and the Renewal Terms (if exercised), are collectively referred to as the "Term."

8. Exhibit B-6, Rent Schedule, is hereby deleted in its entirety and replaced with Exhibit B-7, attached hereto and incorporated herein.

9. This Sixth 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 amendment.
10. Preparation of this Sixth 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 this Sixth Amendment, all terms and conditions of the Business Lease shall remain in full force and effect. If any conflict or ambiguity exists with this Sixth Amendment and the Business Lease, the Parties agree that this Sixth Amendment shall control.
12. This Sixth 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 Sixth Amendment that are not contained in the Business Lease and this Sixth Amendment.
13. Landlord represents and warrants that this Sixth Amendment constitutes the legal, valid, binding, and enforceable obligation of Landlord, and that neither execution nor performance of this Sixth Amendment constitutes a breach of any agreement that Landlord has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Landlord. Landlord further represents and warrants that execution of this Sixth Amendment is within Landlord's legal, powers, and each individual executing this Sixth Amendment on behalf of Landlord is duly authorized by all necessary and appropriate action to do so on behalf of Landlord and does so with full legal authority.






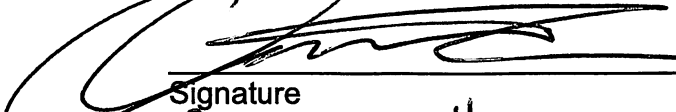
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LANDLORD

WITNESSES:

  
\_\_\_\_\_  
Signature

Jeannie Castillo  
\_\_\_\_\_  
Print Name of Witness above

  
\_\_\_\_\_  
Signature

Oscar Fiallos  
\_\_\_\_\_  
Print Name of Witness above

LAUDERHILL MALL INVESTMENT,  
LLC, a Florida limited liability company

By \_\_\_\_\_  
Authorized Signor

  
Yoram Tzhalik, MGR.  
\_\_\_\_\_  
Print Name and Title

9 day of September, 2020

**EXHIBIT B-7**

**RENT SCHEDULE**  
**Total Square Feet**

**Combined: Original Premises (50,00 sf), Expansion Premises 1 (17,100 sf), and  
Expansion Premises 2 (12,680 sf) Total: 79,780 sf**

<b>TERM</b>	<b>RENT/SF</b>	<b>ANNUAL RENTAL</b>	<b>MONTHLY RENTAL</b>
06/24/2020-06/23/2021	\$15.47	\$1,234,030.82	\$102,835.90
06/24/2021-06/23/2022	\$15.78	\$1,258,711.44	\$104,892.62
06/24/2022-06/23/2023	\$16.09	\$1,283,885.67	\$106,990.47
06/24/2023-06/23/2024	\$16.41	\$1,309,563.38	\$109,130.28
<b>Subtotal – Initial Term</b>		<b>\$5,086,191.31</b>	
06/24/2024-06/23/2025	\$16.74	\$1,335,754.65	\$111,312.89
06/24/2025-06/23/2026	\$17.08	\$1,362,469.74	\$113,539.14
06/24/2026-06/23/2027	\$17.42	\$1,389,719.13	\$115,809.93
06/24/2027-06/23/2028	\$17.77	\$1,417,513.52	\$118,126.13
06/24/2028-06/23/2029	\$18.12	\$1,445,863.79	\$120,488.65
<b>Subtotal – Extension Options</b>		<b>\$6,951,320.83</b>	
<b>Estimated Total</b>		<b>\$12,037,512.14</b>	

Note: 2% Annual increase on the base rent.