

**SECOND AMENDMENT TO THE LEASE AGREEMENT BETWEEN
BROWARD COUNTY AND FAZIO LIMITED PARTNERSHIP
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 Fazio Limited Partnership, a Florida limited partnership (“Landlord”). Landlord and Tenant are referred to individually as a “Party” and collectively referred to as the “Parties.”

RECITALS

- A. On March 1, 2017, the Parties entered into a lease agreement for the lease of office space, (“2017 Lease”), wherein Landlord leased to Tenant 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 (“Property”).
- B. On August 14, 2018, the Parties entered into the First Amendment to the 2017 Lease where the Parties extended the term of the lease, added renewal options, and updated the parking related provisions (“First Amendment”).
- C. The 2017 Lease and First Amendment are collectively referred to as the “Lease.”
- D. The Lease has a current term ending on September 30, 2024.
- E. The Parties now desire to enter into this Second Amendment to extend the term, account for the cost increase of twenty-five (25) reserved parking permits, and to update the notice requirements.

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 3.2 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 for a period of eighteen (18) months ("Renewal Term"), upon the same terms and conditions set forth in the Lease. At the end of the Renewal Term, Tenant may, at Tenant's sole discretion, automatically extend 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. After the exercise of the Additional Extension Option, Tenant shall have the right to terminate the Lease by providing Landlord with at least thirty (30) days prior written notice of its intent to terminate the Lease.

5. Section 4 of the Lease is hereby amended to add the language as follows:

...

d. Landlord shall provide Tenant with a minimum of twenty-five (25) reserved parking permits at a cost of Fifty-five Dollars (\$55.00) per permit, per month from October 1, 2023, through the expiration of the Renewal Term and any exercised Additional Extension Option.

6. Section 18 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:

Fazio Limited Partnership
Attn: Quinn F. Goodchild, President
633 S. Andrews Avenue, Suite 403
Fort Lauderdale, Florida 33301
E-mail Address: Quinn@fazioproperties.com

7. Exhibit B to the Lease shall be replaced in its entirety with **Exhibit B** attached hereto.
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 FAZIO LIMITED PARTNERSHIP, signing by and through its Registered Agent 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: _____ 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: _____ Reno V. Pierre (Date) Assistant County Attorney</p> <p>By: _____ Annika E. Ashton (Date) Deputy County Attorney</p>
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LANDLORD

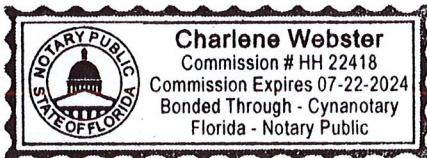
<p>WITNESSES:</p> <p><u>C. Webster</u> Witness #1 Signature</p> <p><u>C. Webster</u> Print Name: Witness #1</p> <p><u>Abigail Goodchild</u> Witness #2 Signature</p> <p><u>Abigail Goodchild</u> Print Name: Witness #2</p>	<p>FAZIO LIMITED PARTNERSHIP, a Florida limited partnership</p> <p>By: <u>Quinn F. Goodchild</u> Quinn F. Goodchild, Registered Agent</p> <p><u>21</u> day of <u>July</u>, 20<u>22</u></p> <p>Approved as to form and legal sufficiency:</p> <p>By: <u>Quinn F. Goodchild</u> Counsel for Fazio Limited Partnership</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 21st day of July, 2022, by Quinn F. Goodchild, Registered Agent of Fazio Limited Partnership, a Florida limited partnership, who is personally known to me or who has produced _____ as identification.

(SEAL)



C. Webster
Signature: Notary Public, State of Florida

C. Webster
Name of Notary Typed, Printed or Stamped

EXHIBIT B

RENT SCHEDULE

SUITE 100

RENEWAL TERM

Lease Period	Monthly Rent Amount	Period Total
10/1/2024 to 9/30/2025	\$10,862.35	\$130,348.20
10/1/2025 to 3/31/2026	\$11,188.22	\$67,129.32
Total		\$197,477.52

ADDITIONAL EXTENSION

Lease Period	Monthly Rent Amount	Period Total
4/1/2026 to 9/30/2026*	\$11,188.22	\$67,129.32
10/1/2026 to 12/31/2026*	\$11,523.87	\$34,571.61
Total		\$101,700.93

SUITE 200

RENEWAL TERM

Lease Period	Monthly Rent Amount	Period Total
10/1/2024 to 9/30/2025	\$16,065.89	\$192,790.68
10/1/2025 to 3/31/2026	\$16,547.87	\$99,287.22
Total		\$292,077.90

ADDITIONAL EXTENSION

Lease Period	Monthly Rent Amount	Period Total
4/1/2026 to 9/30/2026*	\$16,547.87	\$99,287.22
10/1/2026 to 12/31/2026*	\$17,044.30	\$51,132.90
Total		\$150,420.12

PARKING

Lease Period	Monthly Rent Amount	Period Total
10/1/2023 to 9/30/2024	\$1,375.00	\$16,500.00
10/1/2024 to 9/30/2025	\$1,375.00	\$16,500.00
10/1/2025 to 3/31/2026	\$1,375.00	\$8,250.00
4/1/2026 to 12/31/2026*	\$1,375.00	\$12,375.00

Total		\$53,625.00
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* Pursuant to Section 3.2, 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 3.2 and as mentioned throughout the Lease.