



**FIRST AMENDMENT TO BUSINESS LEASE AGREEMENT BETWEEN  
PLANTATION INDUSTRIAL, LLC, AND BROWARD COUNTY**

This First Amendment ("Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("Tenant"), and Plantation Industrial, LLC, a Florida limited liability company (as successor in interest), whose address is 696 Northeast 125th Street, North Miami, Florida 33161 ("Landlord"). Landlord and Tenant are referred to individually as a "Party" and collectively referred to as the "Parties."

**RECITALS**

A. On January 13, 2009, Plantation Properties of Broward, LLC ("Plantation Properties"), and Tenant entered into a business lease agreement ("Agreement"), whereby Plantation Properties agreed to lease to Tenant approximately nine thousand seven hundred forty-seven (9,747) square feet of office space located at Plantation Technology Center, 1800 Northwest 66th Avenue, Suite 101, Plantation, Florida 33313 ("Premises").

B. On September 24, 2019, Landlord acquired all rights, title, and interest in the Premises, by that certain Special Warranty Deed recorded as Instrument #116079146, of the Public Records of Broward County, Florida.

C. The current renewal term of the Agreement ends on August 16, 2025.

D. The Parties now desire to enter into this Amendment to update term of the Agreement, update the Base Rent Schedule, and modify certain notice requirements.

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 reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. This Amendment shall be effective as of the date it is fully executed by the Parties ("Effective Date").
3. Except as modified in this Amendment, all remaining terms and conditions of the Agreement shall remain in full force and effect.
4. Amendments made to Section 18 of the Agreement pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Section 18 of the Agreement is hereby amended as follows:

18. RENEWALS.

The term of the Lease may be extended, at the option of Tenant, acting through its County Administrator or duly authorized designee, for one period of five (5) years and ~~three~~ **two** successive period(s) of three (3) year(s) each ("**Renewal Term**"). Such option to extend shall be exercised by Tenant by giving written notice by certified U.S. mail to Landlord not less than sixty (60) days prior to the expiration of the then existing term. **Following the Renewal Term, the Lease shall automatically extend for an additional term and expire on December 19, 2026 ("Additional Renewal Term").** The **Renewal Term and Additional Renewal Term** ~~first renewal term of five (5) years and three subsequent renewal terms of three (3) year(s) each,~~ shall be upon the same terms and conditions as provided in this Lease for the initial term except that the rent for each successive term shall be as **described in Exhibit B attached hereto.** ~~follows:~~

<del>_____</del> Term 1	<del>_____</del> \$743,879.53
<del>_____</del> Term 2	<del>_____</del> \$502,053.33
<del>_____</del> Term 3	<del>_____</del> \$548,607.23
<del>_____</del> Term 4	<del>_____</del> \$599,477.93

~~\_\_\_\_\_ Refer to attached Exhibit "B" for details.~~

5. Section 22 of the Agreement is hereby deleted and replaced in its entirety as follows (bolding and underlining omitted):

22. NOTICES:

In order for notice to a party to be effective under this Agreement, notice shall be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

Notice to Tenant:

County Administrator  
Government Center, Room 409  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: [mcepero@broward.org](mailto:mcepero@broward.org)

With a copy to:

Director of Real Property and Real Estate Development  
Governmental Center, Room 501  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email: [lmahoney@broward.org](mailto:lmahoney@broward.org)

Notice to Landlord:

Plantation Industrial, LLC  
696 Northeast 125th Street  
North Miami, Florida 33161  
Email: [leasing@imcequitygroup.com](mailto:leasing@imcequitygroup.com)

6. This Amendment is hereby incorporated into the Agreement, and all of the terms and conditions contained in this Amendment shall be binding on the Parties.
7. **Exhibit B** to the Agreement shall be replaced in its entirety with **Exhibit B** attached hereto.
8. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein 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 Agreement as amended in this Amendment. 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. Preparation of this 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 any other.
10. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.
11. The Parties represent and warrant that this Amendment constitutes the legal, valid, binding, and enforceable obligation of each Party, and that neither the execution nor performance of this 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 represent and warrant that execution of this Amendment is within each Party's legal powers, and each individual executing this 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 blank.)*

IN WITNESS WHEREOF, the Parties hereto have made and executed this 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 \_\_\_\_\_, 2025, and Landlord, signing by and through their authorized representatives, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

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

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By \_\_\_\_\_  
Reno V. Pierre (Date)  
Assistant County Attorney

By \_\_\_\_\_  
Annika E. Ashton (Date)  
Deputy County Attorney

RVP/sr  
First Amendment – Lease Agreement Plantation Technology Center  
06/03/2025  
iManage #1172008v1

**FIRST AMENDMENT TO BUSINESS LEASE AGREEMENT BETWEEN  
PLANTATION INDUSTRIAL, LLC, AND BROWARD COUNTY**

**LANDLORD**

Plantation Industrial, LLC, a Florida  
limited liability company

By: \_\_\_\_\_  
Authorized Signer

Yoram Izhak, Manager  
Print Name and Title

3 day of JUNE, 2025

**EXHIBIT B**  
**RENT SCHEDULE**

Based on 9,747 rentable square feet and the following fixed annual rent Adjustment.  
The County is exempt from paying State Sales Tax.

BASE TERM				
YEAR	Annual Rent Adjustment	\$/SF	Annually	Monthly
1	0.0%	\$12.40	\$120,862.80	\$10,071.90
2	103.0%	\$12.77	\$124,488.68	\$10,374.06
3	103.0%	\$13.16	\$128,223.34	\$10,685.28
4	103.0%	\$13.55	\$132,070.04	\$11,005.84
5	103.0%	\$13.96	\$136,032.15	\$11,336.01
Total - \$641,677.02				

FIRST RENEWAL TERM				
YEAR	Annual Rent Adjustment	\$/SF	Annually	Monthly
6	103.0%	\$14.37	\$140,113.11	\$11,676.09
7	103.0%	\$14.81	\$144,316.50	\$12,026.38
8	103.0%	\$15.25	\$148,646.00	\$12,387.17
9	103.0%	\$15.71	\$153,105.38	\$12,758.78
10	103.0%	\$16.18	\$157,698.54	\$13,141.55
Total - \$743,879.53				

SECOND RENEWAL TERM				
YEAR	Annual Rent Adjustment	\$/SF	Annually	Monthly
11	103.0%	\$16.66	\$162,429.50	\$13,535.79
12	103.0%	\$17.16	\$167,302.38	\$13,941.87
13	103.0%	\$17.68	\$172,321.45	\$14,360.12
Total - \$502,053.33				

THIRD RENEWAL TERM				
YEAR	Annual Rent Adjustment	\$/SF	Annually	Monthly
14	103.0%	\$18.21	\$177,491.10	\$14,790.92
15	103.0%	\$18.76	\$182,815.83	\$15,234.65
16	103.0%	\$19.32	\$188,300.30	\$15,691.69
Total - \$548,607.23				

ADDITIONAL RENEWAL TERM				
YEAR	Annual Rent Adjustment	\$/SF	Annually	Monthly
17	103.0%	\$19.90	\$193,949.31	\$16,162.44
18	103.0%	\$20.50	\$ 68,413.63	\$16,647.32
Total - \$ 262,362.94				