



**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN
540 REALTY LLC AND BROWARD COUNTY FOR LEASE OF SPACE
FOR THE EMPLOYEE ASSISTANCE PROGRAM OFFICE**

This First Amendment (“Amendment”) is entered into by and between Broward County, a political subdivision of the State of Florida (“Tenant”), and 540 Realty LLC, a Florida limited liability company, whose address is 540 NE 4th Street, Fort Lauderdale, Florida 33301 (“Landlord”). Landlord and Tenant are referred to individually as a “Party” and collectively referred to as the “Parties.”

RECITALS

A. On June 23, 2015, Landlord and Tenant entered into that certain lease agreement (“Agreement”), whereby Landlord agreed to lease to Tenant one thousand seven hundred seventeen (1,717) square feet of space located at 540 NE 4th Street, Suite 100, Fort Lauderdale, Florida 33301 (“Premises”).

B. The Agreement provides for an initial term of five (5) years and grants Tenant two (2) successive renewal options of three (3) years each, exercisable in accordance with the terms of the Agreement.

C. Prior to the expiration of the initial term, Tenant timely exercised its first renewal option by written notice dated May 18, 2020, and thereafter Tenant timely exercised its second renewal option by written notice dated July 5, 2023.

D. The current term of the Agreement is scheduled to expire on October 18, 2026.

E. The Parties now desire to enter into this Amendment to extend the term of the Agreement, update the Base Rent Schedule, update certain maintenance and repair obligations, update certain termination rights, update certain parking signage requirements, 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 1.2 of the Agreement pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Section 1.2 of the Agreement is hereby amended as follows:

1.2 Term and Renewals. This Lease shall be for an **initial** term of five (5) years commencing on the Term Commencement Date (defined in Section 6 of this Lease), and terminating five (5) years thereafter, unless sooner terminated or renewed as per the terms of this Lease **("Initial Term")**.

~~The term of this~~ **Following the Initial Term, the** Lease ~~may~~ **shall** be renewed, ~~at the option of Tenant, acting through its County Administrator or duly authorized designee, for two (2) successive period(s) of three (3) years each~~ **(collectively "First Renewal Term")**.

Following the First Renewal Term, the Lease shall automatically extend for a period of three (3) years ending on September 30, 2029 ("Second Renewal Term").

Provided that Tenant is not in default under this Lease at the time it seeks to exercise a further renewal, following the Second Renewal Term, Tenant shall have the option to renew the Lease for two (2) successive periods of three (3) years each (each an "Additional Renewal Term"). Each Additional Renewal Term may be exercised at the option of Tenant, acting through its County Administrator or duly authorized designee, ~~Such options to renew may be exercised by Tenant by giving written notice of the renewal to Landlord not less than ninety (90) calendar days prior to the expiration of the then existing term.~~

Each renewal term shall be upon the same terms and conditions as provided in this Lease for the ~~initial term~~ **Initial Term** except that the rent for each renewal term shall be as specified on Exhibit "B," attached hereto and incorporated herein. (The **initial** term of this Lease and any renewal thereof will hereinafter be referred to as the "Term" or "Lease Term").

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

5. Amendments made to Section 2 of the Agreement pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Section 2 of the Agreement is hereby amended as follows:

2. PARKING FACILITIES:

Landlord ~~warrants that it will~~ shall provide Tenant sufficient parking facilities, comprising of at least ~~eight (8)~~ **minimum seven (7) dedicated** parking spaces **("Dedicated Parking Spaces")**, ~~at the location of~~ **on** the Premises to accommodate Tenant's clients, employees,

invitees, and guests. **The Dedicated Parking Spaces shall be clearly marked “Broward County EAP, 8-5” and shall comply with any and all applicable code requirements, and local, state, and federal laws including the Americans with Disabilities Act.**

6. Amendments made to Section 4 of the Agreement pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Section 4 of the Agreement is hereby amended to add the language below following the existing language:

...

In addition to the abovementioned maintenance and repair obligations, Landlord, at its sole cost and expense, shall install, repair, and maintain in a clean, safe, good, and orderly condition: (i) all fire extinguishers required for Tenant’s use of Premises, as determined by Tenant; and (ii) all alarm systems for the Premises.

7. Section 9 of the Agreement is hereby deleted and replaced in its entirety as follows (bolding and underlining omitted):

9. **TERMINATION AND SURRENDER:**

9.1. This Lease may be terminated:

- a. For convenience by either Party, provided, however, that neither Party shall have the right to terminate this Lease for convenience prior to the expiration of the Second Renewal Term. Thereafter, either Party may terminate this Lease for convenience by providing at least twelve (12) months prior written notice to the other Party, which notice may not be given prior to the expiration of the Second Renewal Term.
- b. For cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. If such breach is not reasonably capable of being cured within such thirty (30) day period, the breaching Party shall not be deemed in default if it commences to cure within such period and thereafter diligently prosecutes such cure to completion. If Tenant erroneously, improperly, or unjustifiably terminates this Lease for cause, such termination shall be deemed a termination for convenience in accordance with Section 9.1(a).
- c. By the Broward County Administrator (“County Administrator”) upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. The County

Administrator's right to terminate under this subsection shall apply at any time and shall not be subject to the limitations set forth in Section 9.1(a).

- d. Notice of termination shall be provided in accordance with the "Notices" section of this Lease, except that notice of termination by the County Administrator to protect the public, health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.2. In addition to any termination rights stated in this Lease, Tenant shall be entitled to seek any and all available contractual or other remedies available at law or in equity, including recovery of costs incurred by Tenant due to Landlord's failure to comply with any term(s) of this Lease.

9.3. Upon expiration or earlier termination of the Lease, Landlord shall provide written notice to Tenant to peaceably surrender and deliver the Premises to Landlord, its agents, or assigns in the condition existing at the commencement of this Lease, subject to Sections 4, 5, and 6 of this Lease and reasonable wear and tear. Tenant, with prior written notice, shall allow Landlord to inspect the Premises to determine that the Premises is in the same condition existing at the commencement of this Agreement, subject to Sections 4, 5, and 16 of this Lease and reasonable wear and tear.

8. Section 19 of the Agreement is hereby deleted and replaced in its entirety as follows (bolding and underlining omitted):

19. 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 be 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

With a copy to:

Real Property and Real Estate Development
Governmental Center West, Room 2100A
1 N. University Dr, Mailbox 102A
Plantation, Florida 33324
Email: RPREDAdmin@broward.org

Notice to Landlord:

540 Realty LLC
540 NE 4th Street, Suite 200
Fort Lauderdale, Florida 33301
Email: eddie@i-payout.com

9. 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.
10. **Exhibit B** to the Agreement shall be replaced in its entirety with **Exhibit B** attached hereto.
11. 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.
12. 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.
13. 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.
14. 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 _____, 2026, 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 Employee Assistance Program Office
03/31/2026
iManage #1209739v1

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN
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LANDLORD

540 Realty LLC, a Florida
limited liability company

By: 
Authorized Signer

Edwin Gonzalez (SO)
Print Name and Title

6 day of April, 2026

EXHIBIT B
RENT SCHEDULE
INITIAL TERM

Lease Period	Lease Rate PSF	Monthly Rental Amount	Period Total
10/19/2015 to 10/18/2016	\$24.00	\$3,434.00	\$41,208.00
10/19/2016 to 10/18/2017	\$24.72	\$3,537.02	\$42,444.24
10/19/2017 to 10/18/2018	\$25.46	\$3,643.13	\$43,717.57
10/19/2018 to 10/18/2019	\$26.23	\$3,752.42	\$45,029.09
10/19/2019 to 10/18/2020	\$27.01	\$3,865.00	\$46,379.97

RENEWAL TERM

Lease Period	Lease PSF	Monthly Rental Amount	Period Total
10/19/2020 to 10/18/2021	\$27.82	\$3,980.95	\$47,771.37
10/19/2021 to 10/18/2022	\$28.66	\$4,100.38	\$49,204.51
10/19/2022 to 10/18/2023	\$29.52	\$4,223.39	\$50,680.64
10/19/2023 to 10/18/2024	\$30.40	\$4,350.09	\$52,201.06
10/19/2024 to 10/18/2025	\$31.31	\$4,480.59	\$53,767.09
10/19/2025 to 10/18/2026	\$32.25	\$4,615.01	\$55,380.11

SECOND RENEWAL TERM

Lease Period	Lease PSF	Monthly Rental Amount	Period Total
10/19/2026 to 9/30/2027	\$33.22	\$4,753.46 (365 Days)*	\$54,228.50 (347 Days)*
10/1/2027 to 9/30/2028	\$34.22	\$4,896.06	\$58,752.75
10/1/2028 to 9/30/2029	\$35.24	\$5,042.94	\$60,515.34

ADDITIONAL RENEWAL TERM 1 (IF EXERCISED)

Lease Period	Lease PSF	Monthly Rental Amount	Period Total
10/1/2029 to 9/30/2030	\$36.30	\$5,194.23	\$62,330.80
10/1/2030 to 9/30/2031	\$37.39	\$5,350.06	\$64,200.72
10/1/2031 to 9/30/2032	\$38.51	\$5,510.56	\$66,126.74

ADDITIONAL RENEWAL TERM 2 (IF EXERCISED)

Lease Period	Lease PSF	Monthly Rental Amount	Period Total
10/1/2032 to 9/30/2033	\$39.67	\$5,675.88	\$68,110.55
10/1/2033 to 9/30/2034	\$40.86	\$5,846.16	\$70,153.86
10/1/2034 to 9/30/2035	\$42.08	\$6,021.54	\$72,258.48

*Starting with Second Renewal term, the Landlord and Tenant have mutually agreed to modify the annual lease periods and rent escalation date so each lease year shall commence on October 1st and end of September 30th. The Lease Period commencing on October 19, 2026, and ending on September 30, 2027, consists of a total of 347 days. The Period Total rent has been prorated to account for the shortened 347-day lease period. The Monthly Rental Amount is based on an annual rent calculation using a 365-day year.