

LEASE AMENDMENT NO. 1

Landlord:	Interstate Industrial Park Holdings, LLC a Florida limited liability company, successor by acquisition as of March 6, 2019 to SL Interstate Industrial Park, LLC, a Florida limited liability company (" <u>Original Landlord</u> ")
Tenant:	City of Riviera Beach, Palm Beach County, Florida (the Tenant is sometimes referred to in this Amendment in the pronoun form of " <u>you</u> ")
Building:	6557 Garden Road, Riviera Beach, Florida 33404
Original Premises:	Units 12 and 13 comprised of a stipulated (irrespective of actual measurement) 7,390 rentable square feet of space within the Building
Additional Premises:	Unit 11 comprised of a stipulated (irrespective of actual measurement) 3,695 rentable square feet of space within the Building
Lease:	Palm Beach Industrial Parks Business Lease dated September 20, 2017 between Original Landlord as landlord and Tenant as tenant
Transaction:	Addition of the Additional Premises as part of the Premises and extension of the term

WITNESSETH:

WHEREAS, you currently have possession of and occupy the Original Premises under the Lease for an initial term which commenced on September 1, 2017 and which is scheduled to expire on August 31, 2020; and WHEREAS, you have requested that the Lease be amended to provide for an expansion of the Premises to include the Additional Premises and to extend the term, all upon the terms and conditions contained herein. NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound hereby, covenant and agree as follows:

1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into the terms of this Lease Amendment No. 1 (this "Lease Amendment").
2. Added Lease Definitions. In addition to the definitions set forth in the Lease (including as amended by this Lease Amendment), the following definitions are added to the Lease:

"Possession Date" means August 1, 2020.

3. Changed Lease Definitions. The definitions set forth below hereby replace and supercede the same definition contained in the Lease:

“Premises” means, as to any period prior to the Possession Date, the Original Premises and, as to any period on or after the Possession Date, the Original Premises and the Additional Premises.

4. Tender of Possession of the Additional Premises. Landlord will tender possession of the Additional Premises to you on the Possession Date. No promises have been made by Landlord or by Landlord’s agents or representatives to improve or refurbish the Premises (Additional Premises and/or Original Premises) and in all respects you are taking the Additional Premises in its as is, where is, all faults condition.

5. Extension of Term. The term of the Lease is extended to include the sixty month period beginning on September 1, 2020 and ending on August 31, 2025 (the “Extended Term”). Except as is otherwise expressly provided for herein, all of the terms and conditions of the Lease will apply to the Extended Term.

6. Base Rent For the Premises. For any period prior to the Possession Date, you will continue to pay base rent for the Original Premises in accordance with the terms of the Lease prior to this Lease Amendment. For the period beginning on the Possession Date and thereafter during the entirety of the Extended Term, you will pay Base Rent for the Premises (Original Premises and Additional Premises), in advance, without demand, deduction or set off, in accordance with the base rent schedule set forth below as follows:

Period	Monthly Base Rent (Original Premises)	Monthly Base Rent (Additional Premises)
8/1/2020 - 8/31/2020	\$3,848.96	\$2,771.25
9/1/2020 - 8/31/2021	\$4,311.00	\$2,771.25
9/1/2021 - 8/31/2022	\$4,483.00	\$2,882.00
9/1/2022 - 8/31/2023	\$4,663.00	\$2,998.00
9/1/2023 - 8/31/2024	\$4,803.00	\$3,118.00
9/1/2024 - 8/31/2025	\$4,995.00	\$3,242.00

7. Additional Rent. The Base Rent rates set forth in Paragraph 6 above are inclusive of monthly utility charges for water, sewer and trash.

8. Affirmation. You hereby affirm that as of the date hereof the Lease is in full force and effect, that the Lease has not been modified or amended (except as provided in this Amendment) and that all of the Landlord’s obligations accrued to date have been performed. You hereby ratify the provisions of the Lease and agree to fulfill all of your obligations under the Lease as amended hereby to Landlord throughout the remainder of the term.

9. Entire Agreement. This Lease Amendment constitutes the entire understanding and agreement between you and the Landlord with respect to the Transaction, and contains all of the covenants and agreements of Landlord and you with respect thereto.

10. Brokers. You represent and warrant that you have dealt with no broker, agent or other person in connection with this transaction, and that no broker, agent or other person brought about this transaction, and you agree to indemnify and hold Landlord harmless from and against any and all claims to pay any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with you with regard to this leasing transaction.

11. Miscellaneous. All of the terms of the Lease not otherwise in conflict with this Lease Amendment will remain in full force and effect as if fully set forth herein, and any capitalized terms not defined herein will have the meanings set forth in the Lease. However, in the case of any inconsistency between the provisions of the Lease and this Lease Amendment, the provisions of this Lease Amendment will control. All of the parties to this Lease Amendment have participated fully in the negotiation and preparation hereof and, accordingly, this Lease Amendment will not be more strictly construed against any one of the parties to this Lease Amendment. This Lease Amendment may be executed in one or more counterparts, and may be signed by facsimile or by electronic means which will be deemed an original with the same force and effect as an "ink" original. All counterparts so executed will constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart, or the signatures are not original signatures to the same agreement. The submission of this Lease Amendment to you for examination and execution will not bind Landlord in any manner, nor will it constitute an offer by Landlord, and no agreement or other obligation of the parties under this Lease Amendment (other than a party's obligations under the Lease without giving effect to this Lease Amendment) will arise until such time as this Lease Amendment is fully executed and delivered by Landlord and you.

EXECUTED to be effective as of June \_\_\_\_\_, 2020.

<p>(Witnesses)</p> <hr/> <hr/>	<p><u>TENANT:</u></p> <p>City of Riviera Beach</p> <p>By: _____</p> <p>Name:</p> <p>Title: Mayor</p> <p>[space below for City Attorney]</p>
<p>(Witnesses)</p> <hr/> <hr/>	<p><u>LANDLORD:</u></p> <p>Interstate Industrial Park Holdings, LLC a Florida limited liability company</p> <p>By: _____</p> <p>Name:</p> <p>Title:</p>

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