

**SIXTH AMENDMENT TO LEASE**

This **SIXTH AMENDMENT TO LEASE**, is made on this 15th day of December 2016 by and between **GSH Holly, LLC**, (the "Landlord") and the **CITY OF RIVIERA BEACH FLORIDA**, a municipal government, existing under the laws of the State of Florida (the "Tenant"), said Landlord and Tenant are hereinafter referred to as the "Parties".

**WHEREAS** by Lease dated 1<sup>st</sup> March 2005, first amended 11<sup>th</sup> June 2008, second amended 20<sup>th</sup> April 2011, third amended 3<sup>rd</sup> October 2012, fourth amended 6<sup>th</sup> August 2014 and fifth amended 15<sup>th</sup> December 2015 between the parties hereto, (the "Lease"), the Landlord GSH Holly, LLC, successor in interest to Heather Croft LLC and Mount Holly LLC, leased to the Tenant and the Tenant hired from the Landlord, for a term and upon the terms and conditions therein set forth, a certain portion of a building located at 2051 Martin Luther King Jr. Boulevard, a portion of the first floor, Suite 100, in Riviera Beach Florida, hereinafter defined as the "Premises";

**WHEREAS**, the Parties have agreed to amend the Lease, according to the terms of this Sixth Amendment, which shall hereafter be incorporated into the Lease as follows:

**WHEREAS**, Landlord and Tenant have agreed to extend the Tenant's Lease for a period of four (4) years.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by each party to the other, the receipt and sufficiency of which are hereby acknowledged by the Parties, Landlord and Tenant do hereby covenant and agree as follows:

1. **Terms and Rent**

A. The term of the lease shall be extended from 1<sup>st</sup> January 2017 to 31<sup>st</sup> December 2020, (the "Extension Term"), unless sooner terminated as provided for herein and in the Lease.

B. The beginning rent for the Extension Term shall be Seventeen Dollars (\$17.00) per rentable square foot (RSF) for the first (1<sup>st</sup>) year and said rent shall escalate annually at the rate of Seventy-Five (\$0.75) Cents per RSF as set forth below.

1/1/2017 – 12/31/2017 \$17.00 per rentable square foot (RSF)

1/1/2018 – 12/31/2018 \$17.75 per rentable square foot (RSF)

1/1/2019 – 12/31/2019 \$18.50 per rentable square foot (RSF)

1/1/2020 – 12/31/2020 \$19.25 per rentable square foot (RSF)

2. **Cancellation Option**

A. Tenant shall have the right to cancel this lease after the expiration of the thirty sixth (36<sup>th</sup>) month with delivery of ninety (90) days

advance written notice to the Landlord of intent to cancel the lease accompanied by the payment of a cancellation fee in the amount that is equal to four (4) months of rent at the rate then in effect during the fourth (4<sup>th</sup>) year of the Extension Term.

3. As-Is Condition and Improvements

- A. Tenant agrees to accept the space in its "as-is" condition during the Extended Term.
- B. Landlord agrees to provide certain Tenant Improvements with building standard finishes at Landlord cost as set forth in "Exhibit A" attached hereto and made a part hereof.

Except as expressly modified in this Sixth Amendment to Lease, all of the terms of the Lease (including all of the terms of all of the amendments thereto) and all rights and covenants set forth therein shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto. Upon execution of all Parties to this Sixth Amendment to Lease, this Sixth Amendment shall be referred to as the Lease along with the Lease and all other amendments thereto.

[Signatures Appear On Next Page]

**IN WITNESS WHEREOF**, the parties hereto have caused this **SIXTH AMENDMENT TO LEASE** to be executed the day and year first above written.

WITNESS:

**GSH HOLLY, LLC**  
**("Landlord")**

\_\_\_\_\_  
As to Landlord

By: \_\_\_\_\_

\_\_\_\_\_  
As to Landlord

WITNESS:

**CITY OF RIVIERA BEACH**  
**("Tenant")**

\_\_\_\_\_  
Attest as to Tenant:  
CERTIFIED MUNICIPAL CLERK,  
CLAUDENE L. ANTHONY

By: \_\_\_\_\_  
MAYOR, THOMAS A. MASTERS

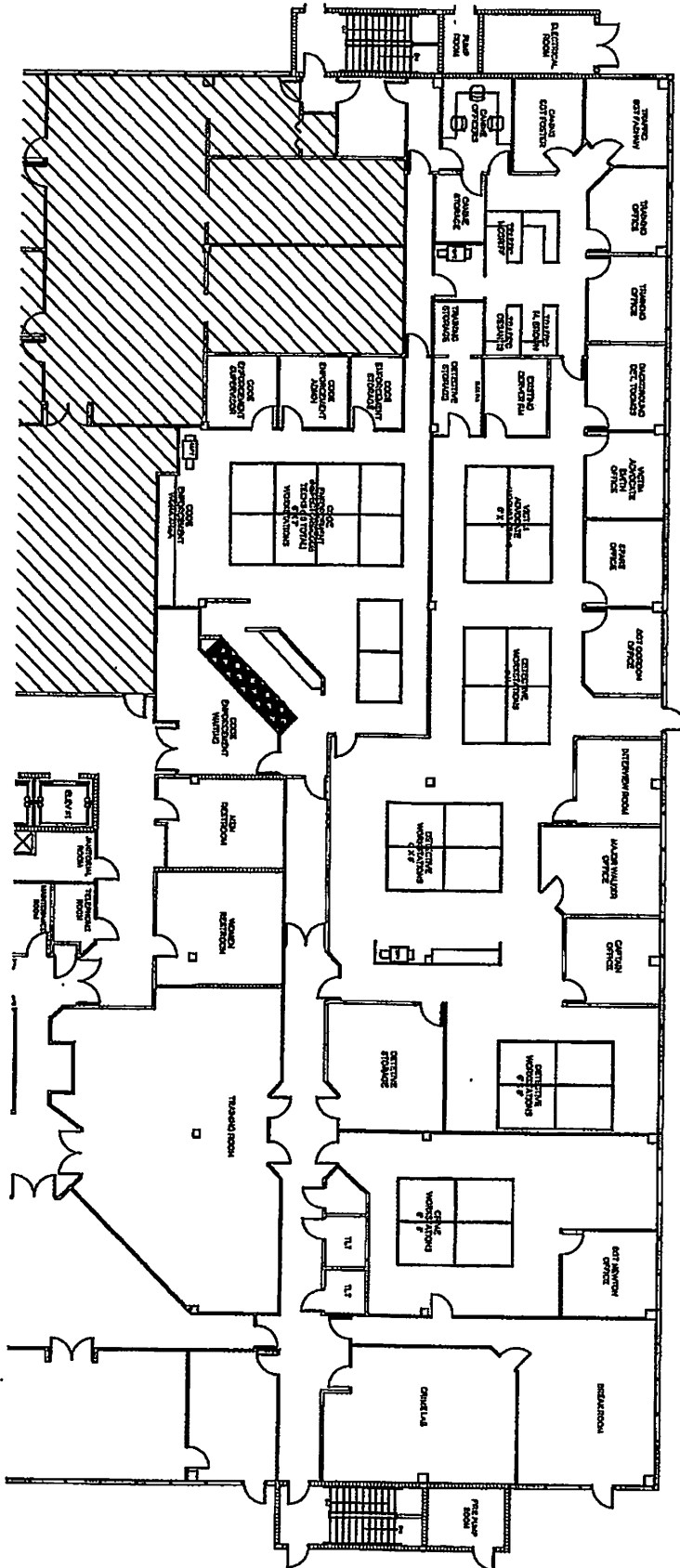
APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
DEAN MEALY  
PURCHASING DIRECTOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
ANDREW DEGRAFFENREIDT, III  
CITY ATTORNEY

EXHIBIT "A"



**FOURTH AMENDMENT TO LEASE**

This **FOURTH AMENDMENT TO LEASE**, made on this 15th December 2016 by and between **GSH Holly, LLC**, (the "Landlord") and the **CITY OF RIVIERA BEACH FLORIDA**, a municipal government existing under the laws of the State of Florida, (the "Tenant"). Landlord and Tenant are hereinafter collectively referred to as the "Parties".

**WHEREAS** by Lease dated 1 August 2007, first amended 4 August 2010, second amended 3 October 2012 and third amended 6 August 2014, between the parties hereto, (the "Lease"), Landlord GSH Holly, LLC, successor in interest to Heather Croft LLC and Mount Holly LLC, did lease to Tenant and Tenant did take from Landlord, for a term and upon the terms and conditions therein set forth, a certain portion of a building located at 2051 Martin Luther King Jr. Boulevard, in Riviera Beach, Florida, (the "Building") a portion of the third floor, Suite 302, of approximately two thousand six hundred fifty eight (2,658) rentable square feet (RSF), defined as the "Premises"; and,

**WHEREAS**, the Parties have agreed to amend the Lease, according to the terms of this Fourth Amendment, which shall hereafter be incorporated into the Lease as follows; and,

**WHEREAS**, Landlord and Tenant agree to extend the Tenant's Lease for a period of three (3) years and five (5) months beginning 1<sup>st</sup> August 2017 and ending 31<sup>st</sup> December 2020.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by each Party to the other, the receipt and sufficiency of which are hereby acknowledged by the Parties, Landlord and Tenant do hereby covenant and agree as follows:

1. Terms and Rent

- A. The term of the lease shall be extended from 1<sup>st</sup> August 2017 to 31<sup>st</sup> December 2020, (the "Extension Term") as provided for in the Lease.
- B. The beginning rent for the Extension Term shall be Seventeen Dollars (\$17.00) per RSF for the first (1<sup>st</sup>) year and said rent shall escalate annually at the rate of Seventy-Five (\$0.75) Cents per RSF as set forth below.

8/1/2017 – 7/31/2018 \$17.00 per rentable square foot (RSF)

8/1/2018 – 7/31/2019 \$17.75 per rentable square foot (RSF)

8/1/2019 – 7/31/2020 \$18.50 per rentable square foot (RSF)

8/1/2020 – 12/31/2020 \$19.25 per rentable square foot (RSF)

2. As-Is Condition and Improvements

- A. Tenant agrees to accept the space in its "as-is" condition during the Extended Term.

Except as expressly modified in this Fourth Amendment to Lease, all of the terms of the Lease, (including all terms set forth in all amendments thereto), and all rights and covenants set forth therein, shall remain unchanged and in full force and effect, and are hereby ratified and confirmed by the Parties hereto. Upon execution by the last of all Parties to execute on this Fourth Amendment to Lease, this Fourth Amendment shall be referred to as the Lease, along with the Lease and all other amendments thereto.

[Signatures Appear On Following Page]

**IN WITNESS WHEREOF**, the parties hereto have caused this **FOURTH AMENDMENT TO LEASE** to be executed the day and year first above written.

WITNESS:

**GSH HOLLY, LLC**

**("Landlord")**

\_\_\_\_\_  
As to Landlord

By: \_\_\_\_\_

\_\_\_\_\_  
As to Landlord

WITNESS:

**CITY OF RIVIERA BEACH**

**("Tenant")**

\_\_\_\_\_  
Attest as to Tenant:  
CERTIFIED MUNICIPAL CLERK,  
CLAUDENE L. ANTHONY

By: \_\_\_\_\_  
MAYOR, THOMAS A. MASTERS

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
DEAN MEALY  
PURCHASING DIRECTOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
ANDREW DEGRAFFENREIDT, III  
CITY ATTORNEY

**FIFTH AMENDMENT TO LEASE**

This **FIFTH AMENDMENT TO LEASE**, is made on this 15th day of December 2016 by and between **GSH Holly, LLC**, (the "Landlord") and the **CITY OF RIVIERA BEACH FLORIDA**, a municipal government, existing under the laws of the State of Florida (the "Tenant"), said Landlord and Tenant are hereinafter referred to as the "Parties".

**WHEREAS** by Lease dated 18<sup>th</sup> June 2008, first amended in March 2009, second amended 20<sup>th</sup> April 2011, third amended 3<sup>rd</sup> October 2012, and fourth amended 6<sup>th</sup> August 2014 between the parties hereto, (the "Lease"), the Landlord GSH Holly, LLC, successor in interest to Heather Croft LLC and Mount Holly LLC, leased to the Tenant and the Tenant hired from the Landlord, for a term and upon the terms and conditions therein set forth, a certain portion of a building located at 2051 Martin Luther King Jr. Boulevard, a portion of the third floor, Suite 307, in Riviera Beach Florida, hereinafter defined as the "Premises";

**WHEREAS**, the Parties have agreed to amend the Lease, according to the terms of this Fifth Amendment, which shall hereafter be incorporated into the Lease as follows:

**WHEREAS**, Landlord and Tenant have agreed to extend the Tenant's Lease for a period of four (4) years and five (5) months.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by each party to the other, the receipt and sufficiency of which are hereby acknowledged by the Parties, Landlord and Tenant do hereby covenant and agree as follows:

1. Terms and Rent

A. The term of the lease shall be extended from 1<sup>st</sup> August 2016 to 31<sup>st</sup> December 2020, (the "Extension Term"), unless sooner terminated as provided for herein and in the Lease.

B. The beginning rent for the Extension Term shall be Sixteen Dollars and Fifty Cents (\$16.50) per rentable square foot (RSF) for the first (1<sup>st</sup>) year and said rent shall escalate annually at the rate of Seventy- Five (\$0.75) Cents per RSF as set forth below.

8/1/2016 – 7/31/2017	\$16.50 per rentable square foot (RSF)
8/1/2017 – 7/31/2018	\$17.25 per rentable square foot (RSF)
8/1/2018 – 7/31/2019	\$18.00 per rentable square foot (RSF)
8/1/2019 – 7/31/2020	\$18.75 per rentable square foot (RSF)
8/1/2020 – 12/31/2020	\$19.50 per rentable square foot (RSF)

2. Cancellation Option



- A. Tenant shall have the right to cancel this lease after the expiration of the thirty sixth (36<sup>th</sup>) month with delivery of ninety (90) days advance written notice to the Landlord of intent to cancel the lease accompanied by the payment of a cancellation fee in the amount that is equal to four (4) months of rent at the rate then in effect during the fourth (4<sup>th</sup>) year of the Extension Term.

3. As-Is Condition and Improvements

- A. Tenant agrees to accept the space in its "as-is" condition during the Extended Term.

Except as expressly modified in this Fifth Amendment to Lease, all of the terms of the Lease (including all of the terms of all of the amendments thereto) and all rights and covenants set forth therein shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto. Upon execution of all Parties to this Fifth Amendment to Lease, this Fifth Amendment shall be referred to as the Lease along with the Lease and all other amendments thereto.

[Signatures Appear On Next Page]

**IN WITNESS WHEREOF**, the parties hereto have caused this **FIFTH AMENDMENT TO LEASE** to be executed the day and year first above written.

WITNESS:

**GSH HOLLY, LLC**

**("Landlord")**

\_\_\_\_\_  
As to Landlord

By: \_\_\_\_\_

\_\_\_\_\_  
As to Landlord

WITNESS:

**CITY OF RIVIERA BEACH**

**("Tenant")**

\_\_\_\_\_  
Attest as to Tenant:  
CERTIFIED MUNICIPAL CLERK,  
CLAUDENE L. ANTHONY

By: \_\_\_\_\_  
MAYOR, THOMAS A. MASTERS

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
DEAN MEALY  
PURCHASING DIRECTOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
ANDREW DEGRAFFENREIDT, III  
CITY ATTORNEY

**AMENDMENT TO LEASE**

This **AMENDMENT TO LEASE**, is made on this 15th December 2016 by and between **GSH Holly, LLC**, (the "Landlord") and the **CITY OF RIVIERA BEACH FLORIDA**, a municipal government, existing under the laws of the State of Florida (the "Tenant"), said Landlord and Tenant shall collectively be referred to herein as the "Parties".

**WHEREAS** by Lease dated 15 December 2015, between the parties hereto, (the "Lease"), Landlord leased to Tenant and Tenant did take from Landlord, for a term and upon the terms and conditions therein set forth, a certain portion of a building, of approximately two thousand seven hundred fifty five (2,755) rentable square feet (RSF), located at 2051 Martin Luther King Jr. Boulevard, in Riviera Beach, Florida, (the "Building"), a portion of the third floor, known as Suite 312, hereinafter defined as the "Premises"; and,

**WHEREAS**, the Parties have agreed to amend the Lease, according to the terms of this Amendment, which shall hereafter be incorporated into the Lease as follows: the Parties agree to extend the Lease for a period of three (3) years beginning 1<sup>st</sup> January 2018 and expiring 31<sup>st</sup> December 2020.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by each to the other, the receipt and sufficiency whereof are hereby acknowledged by the Parties, Landlord and Tenant do hereby covenant and agree as follows:

1. Terms and Rent

- A. The term of Lease shall be extended from 1<sup>st</sup> January 2018 to 31<sup>st</sup> December 2020.
- B. The beginning rent for the term of the lease will be \$17.00 per rentable square foot (RSF) for the first year and shall increase annually by Seventy-Five (\$0.75) Cents per rentable square foot (RSF) for each year of lease term.
  - 1/1/2018 – 12/31/2018 \$17.00 per rentable square foot (RSF)
  - 1/1/2019 – 12/31/2019 \$17.75 per rentable square foot (RSF)
  - 1/1/2020 – 12/31/2020 \$18.50 per rentable square foot (RSF)

2. As-Is Condition and Improvements

- A. Tenant agrees to accept the space in its "as-is" condition during the Extended Term.

Except as expressly modified in this Amendment to Lease, all of the terms of the Lease (including all of the terms of all the amendments thereto) and all rights and covenants set forth therein shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto. Upon execution by the last of all

Parties to execute on this Amendment to Lease, this Amendment shall be referred to as the Lease, along with the Lease and all other amendments thereto.

[Signatures Appear On Next Page]

**IN WITNESS WHEREOF**, the parties hereto have caused this **AMENDMENT TO LEASE** to be executed the day and year first above written.

WITNESS:

**GSH HOLLY, LLC**  
**("Landlord")**

\_\_\_\_\_  
As to Landlord

By: \_\_\_\_\_

\_\_\_\_\_  
As to Landlord

WITNESS:

**CITY OF RIVIERA BEACH**  
**("Tenant")**

\_\_\_\_\_  
Attest as to Tenant:  
CERTIFIED MUNICIPAL CLERK,  
CLAUDENE L. ANTHONY

By: \_\_\_\_\_  
MAYOR, THOMAS A. MASTERS

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PURCHASING DIRECTOR

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By: \_\_\_\_\_  
ANDREW DEGRAFFENREIDT, III  
CITY ATTORNEY