

**NINTH AMENDMENT TO LEASE AGREEMENT
BETWEEN
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY AND
MILLENIU ONE, LLC**

This Ninth Amendment to the Lease Agreement is entered into as of this _____ day of _____, 2020, by and between **Millennium One, LLC**, a Florida limited liability company (hereinafter called "Lessor"), and **Riviera Beach Community Redevelopment Agency**, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (hereinafter called "Lessee").

WITNESSETH:

WHEREAS, a lease (the "Original Lease") was entered into by and between Lessor and Lessee dated May 16, 2001, for office space in the approximate amount of 6,307 square feet located at Suite 300 ("Suite 300") in the building located at 2001 Broadway, Riviera Beach, Florida (the "Building"); and

WHEREAS, the parties executed a First Amendment to Lease Agreement dated as of September 1, 2006 (the "First Amendment"), which, among other things, extended the term of the Original Lease from September 1, 2006 through August 31, 2009; and

WHEREAS, the parties executed a Second Amendment to the Lease Agreement dated as of August 31, 2009 (the "Second Amendment"), which among other things reduced the amount of leased square footage from 6,307 to 3,820 and extended the lease term from September 1, 2009 to November 30, 2009; and

WHEREAS, the parties executed a Third Amendment to the Lease Agreement dated as of November 10, 2009 (the "Third Amendment"), which among other things reduced the amount of leased square footage from 3,820 to 3,201 and extended the lease term from December 1, 2009 to November 30, 2011; and

WHEREAS, the parties executed a Fourth Amendment to the Lease Agreement dated as of November 23, 2011 (the "Fourth Amendment"), which among other things increased the amount of leased square footage from 3201 to 3820 and extended the lease term from December 1, 2011 to November 31, 2014; and

WHEREAS, the parties executed a Fifth Amendment to the Lease Agreement dated February 19, 2014 (the "Fifth Amendment") which among other things, increased the amount of leased square footage from 3,820 to 6,307; and extended the term of the lease for 42 months commencing on April 21, 2014 to October 1, 2017; and

WHEREAS, the parties executed a Sixth Amendment to the Lease Agreement dated as of June 1, 2017 (the "Sixth Amendment") to extend the term of the Lease through September 30, 2018 with two one-year options at the same rate of \$17.80 per square foot; and

WHEREAS, the parties executed a Seventh Amendment to the Lease Agreement dated April 28, 2018 (the "Seventh Amendment") whereby the Tenant exercised the first of its one-year options extending the term of the Lease through September 30, 2019 at the rental rate of \$17.80 per square foot; and

WHEREAS, the parties executed an Eighth Amendment to the Lease Agreement dated June 12, 2019 (the "Eighth Amendment") whereby the Parties agreed to extend the term of the Lease through September 30, 2020 at the rental rate of \$17.80 per square foot with a one-year Tenant option with a three percent (3%) increase in the rental rate for the term September 2020 through September 2021, plus applicable sales tax. The Original Lease as amended by the First Amendment, as further amended by the Second Amendment, as further amended by the Third Amendment as further amended by the Fourth Amendment, as further amended by the Fifth Amendment, as further amended by the Sixth Amendment, as further amended by the Seventh Amendment, as further amended by the Eighth Amendment, is hereinafter referred to collectively as the "Lease"; and

WHEREAS, the parties agree to execute a Ninth Amendment to extend the term of the Lease through September 30, 2021 at the rental rate of \$18.33 per square foot, a three percent (3%) increase in the rental rate over the term of the current lease of \$17.80 per square foot, plus applicable sales tax; provided, however, the Lessee shall have the absolute right to terminate the lease upon sixty days written notice to the Lessor.

NOW, THEREFORE, in consideration of the rents, mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Term of Lease- The term of the Lease is hereby extended for a period of one (1) year through September 30, 2021 at the rental of \$18.33 per square foot for the term ending in September 30, 2021, plus applicable sales tax; provided, however, the Lessee shall have the absolute right to terminate the Lease upon sixty (60) days written notice to the Lessee.
2. Terms of Original Lease- Except as otherwise provided herein, the terms and conditions of the Lease shall apply and remain in full force and effect.
3. Scope of Amendment- Except as otherwise provided for or as amended herein, all other terms and conditions of the Lease, and all subsequent amendments thereto prior to this Ninth Amendment, shall remain unchanged and in full force and effect throughout the remainder of the term, and any permitted extensions thereto, unless further amended by written agreement between the parties hereto.
4. Governing Law- This Amendment shall be governed by and under the laws of the State of Florida.

5. Counterparts- This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

WITNESSES;

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

Lessor:
Millennium One, LLC, A Florida Limited
Liability Company

By: _____

Name: _____

Title: _____

Lessee:
Riviera Beach Community
Redevelopment Agency

By: _____

Name: _____

Title: _____