

Port Center, LLC

SEVENTH AMENDMENT TO LEASE

CITY OF RIVIERA BEACH FLORIDA, SUITES 100, 307

This **SEVENTH AMENDMENT TO LEASE**, is made on this 9th day of **NOVEMBER**, 2020 by and between **Port Center, 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 1st March 2005, first amended 11th June 2008, second amended 20th April 2011, third amended 3rd October 2012, fourth amended 6th August 2014, fifth amended 15th December 2015, sixth amended 1st January 2017 between the parties hereto, (the "Lease"), the Landlord Port Center, 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 Dr. Martin Luther King Jr. Boulevard, a portion of the first floor, Suite 100, and the 3rd Floor, Units 302, 307, 310 and 312 in Riviera Beach, Palm Beach County, Florida, hereinafter defined as the "Premises"; and

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

WHEREAS, Landlord and Tenant have agreed to extend the Tenant's Lease for a period of one (1) year for the first floor, Suite 100, comprising of approximately fifteen thousand three hundred and sixty seven (15,367) rentable square feet, and a period of one (1) year for the third floor, Suite 307 and adjacent closet storage space, comprising of approximately one thousand nine hundred and forty one (1,941) rentable square feet, for a total of approximately seventeen thousand three hundred and eight (17,308) rentable square feet, with two (2) one-year options to renew the Lease term at the sole discretion of the Tenant, and agree as follows:

1. Terms and Rent:

A. The term of the Lease shall be extended from January 1st, 2021 to December 31st, 2021, (the "Extension Term"), unless sooner terminated as provided for herein and in the Lease.

B. The beginning rent for the Extension Term shall be Nineteen Dollars and Twenty-Five Cents (\$19.25) per rentable square foot (RSF) for the first (1st) year, with two (2) one-year renewals at the sole discretion of the Tenant as follows:

01/01/2021-12/31/2021 @ \$19.25 per rentable square foot (RSF)

Thereafter, said rent shall escalate annually at the rate of Seventy-Five Cents (0.75) per RSF as set forth below:

01/01/2022 @ 20.00 per rentable square foot (RSF)

01/01/2023 @ \$21.75 per rentable square foot (RSF)

C. Rent shall be for the portion of the building located at 2051 Dr. Martin Luther King Jr. Boulevard, Suite 100 and Suite 307, Riviera Beach, Florida.

2. Renewal Option:

A. Tenant shall have the option to renew as provided hereinabove for either or both Suite 100 or Suite 307 as the renewal options are distinct as to each Suite.

3. Cancellation Option:

A. Tenant shall have the right to cancel this Lease prior to the expiration of twelve (12) months with delivery of thirty (30) days advance written notice to the Landlord of intent to cancel the Lease.

4. "As-Is" Condition and Improvements:

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

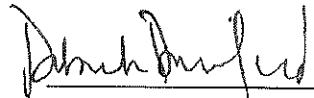
Except as expressly modified in this Seventh Amendment to Lease, all of the terms of the Lease (including all the terms of all of the amendments thereto) and all rights and covenants set forth therein shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto. Upon execution of all the Parties to this Seventh Amendment to Lease, this Seventh Amendment to Lease 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 **SEVENTH AMENDMENT TO LEASE** to be executed the day and year first above written.

WITNESS:

PORT CENTER, LLC
("Landlord")



Witness As to Landlord
Deborah Dandridge

BY: 

Port Center, LLC
Yakov Cohen, 11/09/2020.

CITY OF RIVIERA BEACH
("Tenant")

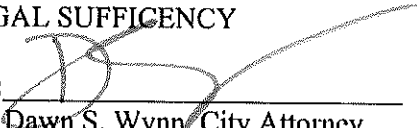
Witness As to Tenant:

BY: _____
MAYOR

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Claudene L. Anthony
Certified Municipal Clerk
City Clerk

BY: 

Dawn S. Wynn, City Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By; _____
Althea Pemsel
Purchasing Director

