

## SECOND AMENDMENT TO LEASE AGREEMENT

**THIS SECOND AMENDMENT TO LEASE AGREEMENT** (this “**Second Amendment**”), is made as of the \_\_\_ day of \_\_\_\_\_, 2024, by and between **COLT SOUTH FLORIDA OWNER LP**, a Delaware limited partnership (“**Landlord**”), and **CITY OF POMPAÑO BEACH**, a municipal corporation organized under the laws of Florida (“**Tenant**”).

### **BACKGROUND:**

A. Liberty Property Limited Partnership, a Pennsylvania limited partnership (“**Original Landlord**”) and Tenant executed a Lease Agreement dated February 24, 2021 (the “**Original Lease**”), as amended by that certain First Amendment to Lease Agreement dated March 12, 2024 (the “**First Amendment**” and, together with the Original Lease collectively, the “**Lease**”), covering that certain premises (the “**Premises**”) containing approximately 7,500 rentable square feet, known as Suite 1641, located in Landlord’s building (the “**Building**”) at 1651 SW 5<sup>th</sup> Court, Pompano Beach, Florida 33069, as more fully described in the Lease.

B. Subsequently, Landlord acquired the Building and in connection with such acquisition, Original Landlord transferred and assigned its right, title, and interest in the Lease to Landlord.

C. Tenant desires to extend the Term of the Lease and Landlord has agreed to such extension, subject to the provisions of this Second Amendment. Accordingly, Landlord and Tenant desire to amend the Lease.

**NOW, THEREFORE**, the parties hereto, in consideration of the mutual promises and covenants contained herein and in the Lease, and intending to be legally bound, hereby agree that the Lease is amended as follows:

1. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Lease.

2. (a) The Lease Term is hereby extended for one (1) additional term of twelve (12) months (the “**Second Extended Term**”) commencing on March 1, 2025 and expiring at 11:59 P.M. local time on February 28, 2026.

(b) Section 1(k) of the Lease, defining “**Expiration Date**”, is hereby amended to extend the Expiration Date until February 28, 2026.

(c) Landlord and Tenant hereby acknowledge and agree that the extension of the Lease Term evidenced by this Second Amendment constitutes the exercise by Tenant of the second of its two options to extend the Lease Term (i.e., the second option) pursuant to Exhibit E of the Lease, entitled “**Two Renewal Options**”, and, accordingly, that there are no remaining options to extend the Lease Term.

3. (a) Tenant’s “**Base Rent**” obligation for the Second Extended Term shall be as follows:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
3/1/25 – 2/28/26	\$73,861.56	\$6,155.13

(b) The foregoing Base Rent does not include Operating Expenses or applicable Florida sales tax payable by Tenant, which Operating Expenses and applicable Florida sales tax shall be paid by Tenant in addition to the above noted Base Rent, together with each installment of monthly Base Rent.

4. Tenant shall continue to accept the Premises in its “as is” “where is” condition and Landlord shall have no obligations whatsoever to improve or pay for improvements to the Premises for Tenant’s use and occupancy.

5. Tenant shall submit to Landlord, after Landlord’s request therefor from time to time during the Lease Term, data reflecting Tenant’s consumption of electricity, gas, water and other utilities in the Premises, Tenant’s generation of waste at the Premises and diversion of waste from landfills. In furtherance of the foregoing, Tenant hereby assigns to Landlord the right to obtain any such utility information directly from any utility company or third-party bill pay vendor and shall cooperate with Landlord as reasonably necessary to assist Landlord in obtaining such information directly. In addition, Tenant shall, at no material cost to Tenant, cooperate with Landlord’s efforts to comply with governmental regulation, applicable laws or any other similar efforts related to compiling or improving the environmental sustainability measures for the Premises by providing Landlord with information reasonably requested about Tenant’s occupancy, including, without limitation, staffing levels, commuting patterns, cleaning methods, build-out materials and techniques, furniture, fixtures and equipment inventories, purchasing information and other information.

6. The parties hereto agree that they have dealt with no brokers in connection with this Second Amendment, except for Jones Lang LaSalle (the “**Broker**”). Landlord agrees to pay any commission due by Landlord and Tenant to the Broker pursuant to a separate written agreement with Landlord. Each party hereto agrees to indemnify and hold the other harmless from any and all claims for commissions or fees in connection with this Second Amendment from any other real estate brokers or agents with whom such indemnifying party may have dealt.

7. Except as expressly modified herein, the Lease shall remain in full force and effect in accordance with its terms.

8. Tenant acknowledges and agrees that the Lease is in full force and effect and Tenant has no claims or offsets against rent due or to become due hereunder.

9. This Second Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

10. This Second Amendment may be executed in counterparts, each of which shall constitute an original, but which, taken together, shall be one original agreement. Any counterpart of this Second Amendment may be executed and delivered by electronic transmission (including, without limitation, e-mail) or by portable document format (pdf) and shall have the same force and effect as an original.

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Second Amendment as of the day and year first above written.

**LANDLORD:**

**COLT SOUTH FLORIDA OWNER LP**

By: Colt South Florida GP LLC, its sole general partner

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

Name:

Title:

**TENANT:**

**CITY OF POMPANO BEACH**

Witnesses:

\_\_\_\_\_

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

REX HARDIN, MAYOR

\_\_\_\_\_

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

GREGORY P. HARRISON, CITY MANAGER

Attest:

\_\_\_\_\_  
KERVIN ALFRED, CITY CLERK

(SEAL)

Approved As To Form:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY