

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE is made and entered into as of this ____ day of December, 2014, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC")

a body corporate and political subdivision of the State of Florida, whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

FLORIDA COMPUTER PARTNERS, LLC

(hereinafter referred to as "Lessor"),

Whose principal place of business is
7879 Pines Boulevard Suite 103, Pembroke Pines, FL 33024

WHEREAS, the LESSOR and SBBC had heretofore entered into and executed a Lease Agreement dated May 20, 2014, for Property located at 7875 Pines Boulevard, Pembroke Pines, FL 33024 (the Premises), and consisting of 1,343 square foot; and

WHEREAS, LESSOR and SBBC desire to revise and amend said LEASE.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound hereby do covenant and agree as follows:

1. SBBC has requested to expand its leased space to include Unit 7853 Pines Boulevard, composed of approximately 1,360 square foot.
2. LESSOR agrees to the expansion for the duration of the Lease Agreement, and hereby amends the Lease Agreement accordingly, to address the lease of unit 7853 by SBBC.
3. SBBC's leased space will be comprised of Units 7853 and 7875 Pines Boulevard, with a combined new total of approximately 2,703 square foot.
4. **RENOVATION EXPENSES:** At SBBC's request, LESSOR agrees to pay for the expenses of renovating the interior of the Premises of Unit 7853, to meet SBBC's needs, as depicted in Exhibit A. In the event that this Lease Agreement is canceled by SBBC before the expiration of this initial three (3) year lease term only, pursuant to Section 3.05 of the Lease, SBBC shall also pay LESSOR the balance and unamortized portion of the Tenant Improvement cost spent as depicted in Exhibit "B", and the method in which the amount due Lessor will be calculated by dividing the cost of the renovation by 36 months and then multiplying the monthly portion by the number of months left until the end of the term. LESSOR, upon notice of termination will deliver an invoice for the unamortized portion to SBBC.
5. RENT SCHEDULE payable by SBBC is as follows:

	<u>New Monthly</u>	<u>Cost Per Square foot</u>
Base Rent	\$ 3,734.65	\$ 16.58
Estimated CAM	1,430.34	6.35
Sales Tax	0.00	0.00
TOTAL	\$ 5,164.99	\$ 22.93

6. **SBBC ALLOWANCE** The new monthly rent and CAM will not be in effect until February 1, 2015, when this First Amendment Lease Agreement commences and SBBC takes possession of Unit 7853. For the months beginning on **December 9, 2014, and until the interior renovations of Unit 7853 are completed by January 30, 2015**, SBBC's monthly base rent and CAM shall remain as per initial Lease approved on May 20, 2014, and depicted below.

	<u>Monthly</u>	<u>Cost Per Square foot</u>
Base Rent	\$ 1,855.58	\$16.58
Estimated CAM	710.67	6.35
Sales Tax	<u>0.00</u>	<u>0.00</u>
TOTAL	<u>\$ 2,566.25</u>	\$ 22.93 (Only until renovation work is completed)

7. **SECURITY DEPOSIT:** NONE
8. **LEASE TERM:** Unless terminated earlier pursuant to Section 3.05 of the Lease, the term of the Lease Agreement shall be from February 1, 2015 through February 28, 2018. Thereafter, as desired by both the SBBC and the LESSOR, the Lease could be renewed for another three (3) year term.
9. **FIRST ADJUSTMENT DATE:** 02/01/2016
10. **INCREASES IN BASE RENT** shall be annually by 3% or CPI, whichever is higher.

IN THE EVENT OF A CONFLICT between the provisions of this Amendment and the Lease, this Amendment shall control. Except as specifically modified herein, all terms, specifications and conditions of the Lease Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the due execution hereof as of the ____ day of _____ of 2014.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____

Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 4/18/14

Office of the General Counsel

FOR LESSOR

(Corporate Seal)

FLORIDA COMPUTER PARTNERS, LLC

ATTEST:

By [Signature] _____
Signature

Printed Name: YOSEF YOSIFOVE

_____, Secretary

-or-

Title: Managing Member

[Signature] _____
Witness

[Signature] _____
Witness

STATE OF Florida

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6th day of November, 2014 by Yosef Yosifove of Florida Computer Partners on behalf of the corporation/agency. He is personally known to me or produced _____ as identification and did/did not first take an oath.
Type of Identification

My Commission Expires: 2/21/2015

[Signature] _____
Signature Notary Public

Raquel Gomez _____
Printed Name of Notary

EE 063958 _____
Notary's Commission No.

