

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE AGREEMENT is made on the ____ day of August, 2024, by and between HH Promenade, LLC, (hereinafter referred to as “Landlord”) and City of Lake Worth Beach (hereinafter referred to as “Tenant”).

IN CONSIDERATION for the mutual covenants hereinafter contained, the Landlord and Tenant agree to amend the Lease Agreement dated August 10, 2022, (hereinafter referred to as the “Lease”).

WHEREAS, Tenant occupies Suite 202, 203 and 104, located at 120 N. Federal Highway, Lake Worth, Florida 33460, having approximately 3,684 square feet of net rentable area (hereinafter referred to as the “Demised Premises”):

WHEREAS, Tenant desires to extend the lease term for Suites 202, 203 and 104 and Landlord agrees to allow Tenant to extend the lease term; and

WHEREAS, Landlord and Tenant shall modify the terms and conditions of the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agrees as follows:

1. The Lease Term shall hereby be extended for an additional two (2) year term with a new Lease Expiration Date of August 31, 2026.
2. The Rent for the extended term of the Lease shall be as follows:

Commencing on September 1, 2024, the Base Rent shall be \$6,754.00. Annual increases on Base Rent shall be 3% throughout the extended lease term.
3. Tenant is responsible for its proportionate share of the Operating Expenses (aka CAM Charges) during the extended term, currently estimated at \$2,542.15, subject to change as outlined within the Lease.
4. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties agree to accept the execution and delivery of this Amendment Documents by electronic means and shall treat the same as an original.

All other terms and conditions of the Lease are in full force and effect and binding upon the parties hereto. Any provisions of this Amendment shall prevail over conflicting provisions contained in the Lease.

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SIGNATURE PAGE FOLLOWS

The parties have hereunto executed this First Amendment to the Lease Agreement for the purpose herein expressed this ____ day of August 2024.

TENANT: CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

LANDLORD: HH PROMENADE, LLC

By: _____

[Corporate Seal]

Print Name: _____

Print Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2024, by _____, as the _____ [title] of HH Promenade, LLC, a company authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who is duly authorized to execute the foregoing instrument and bind HH Promenade, LLC to the same.

Notary Public Signature

Notary Seal: