

**AMENDMENT NO. 1 TO THE LEASE AGREEMENT BETWEEN THE CITY OF
DELRAY BEACH AND PINEAPPLE GROVE PROFESSIONAL CENTER LEASE**

THIS AMENDMENT NO. 1 to the Lease Agreement is made and entered into effective the ____ day of November, 2016 by and between **PINEAPPLE GROVE HOLDINGS LLC**, (hereinafter referred to as "Lessor") and **CITY OF DELRAY BEACH**, (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, the Lessor and the Tenant entered into that certain lease ("Lease") dated October 2, 2015 for that certain premises described herein as: Pineapple Grove Professional Center, 525 N.E. 3rd Avenue, Suites 104 and 105, Delray Beach, Florida 33483, and

WHEREAS, the Lease is due to expire on February 28, 2017, and

WHEREAS, the Lessor and the Tenant wish to continue the Lease's term for 36 additional months and adjust the annual increase rate of the monthly amount due to reflect the length of the new term.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and representations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. The recitations set forth above are incorporated herein.
2. That "**BASIC LEASE TERMS**", Paragraph III, "Term of Lease", Paragraph IV, "Occupancy Date", Paragraph V, "Lease Commencement Date" Paragraph VI, "Lease Expiration Date", Paragraph X, "Base Rent" and Paragraph XV, "Total Monthly Amount Due" of the Lease Agreement shall be amended to read as follows:

BASIC LEASE TERMS

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III.	Term of Lease	1-year <u>36 months</u> Three 1-year options with notice
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IV.	Occupancy Date	March 1, 201 <u>6</u> 7
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V.	Lease Commencement Date	March 1, 201 <u>6</u> 7
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VI.	Lease Expiration Date	March 28 <u>February 29, 2017</u> 20
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X. Base Rent \$4,211.49
Month 1 to Month 12: \$4049.51
Beginning on month 13, the total
monthly amount due shall increase
by 2% to \$4,130.50.
Beginning on month 25, the total
monthly amount due shall increase
by an additional 4% to \$4,295.72.

...

XV. Total Monthly Amount Due

\$4211.49
Month 1 to Month 12: \$4049.51
Month 13 to Month 24: \$4,130.50
Month 25 to Month 36: \$4,295.72.

Tenant as a municipality is exempt from paying State of Florida sales tax. Tenant's utilities shall be separately metered and are the responsibility of the Tenant. ~~Total monthly amount due shall increase 4% annually with any options.~~

3. That Article I "Base Lease Provisions", Section 1.3 "Term of Lease" of the Lease Agreement shall be amended to read as follows:

1.3 Term of Lease

The term of the lease shall be for ~~one (1) year~~ thirty-six (36) months and shall commence 12.00 a.m., March 1, 2016~~7~~, and shall end, unless otherwise extended or terminated as provided herein, at midnight on February 28, 2017 February 29, 2020.

4. Except as modified by this Amendment, the original Lease Agreement thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

Two Witnesses to Lessor's Execution:

LESSOR:

PINEAPPLE GROVE HOLDINGS, LLC

Witness Signature

By: _____

Print Name of Witness

John R. Westine, President

Witness Signature

Print Name of Witness

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by _____, _____ of _____, **PINEAPPLE GROVE HOLDINGS LLC**, a _____ Florida corporation, on behalf of the corporation. He/She is personally known to me/or has produced _____ (as identification).

Signature of Notary Public

ATTEST:

City Clerk

Approved as to Form:

R. Max Lohman, City Attorney

Two Witnesses to Tenant's Execution:

Witness Signature

Print Name of Witness

Witness Signature

Print Name of Witness

TENANT:

CITY OF DELRAY BEACH, FLORIDA

By: _____
Cary D. Glickstein, Mayor