FIRST AMENDMENT TO OFFICE LEASE BETWEEN 338 MINORCA LAW CENTER, LLC AND THE CITY OF CORAL GABLES

THIS FIRST AMENDMENT TO OFFICE LEASE ("Amendment") BETWEEN 338 MINORCA LAW CENTER, LLC (the "Landlord") and the CITY OF CORAL GABLES, FLORIDA (the "City" or "Tenant") is made and entered into as of the ______ day of _______, 2022 (the "Effective Date").

WITNESSETH:

WHEREAS, Landlord and City entered into an Office Lease dated April 23, 2021 (the "Lease") for the lease of certain office space in the building located at 338 Minorca Avenue, Coral Gables, Florida 33134;

WHEREAS, the Agreement is currently set to expire on April 30, 2022 and while the Lease provides for two (2) three-month-extensions, Tenant has requested, and Landlord has agreed, to instead extend the Term for one additional year, but to allow for early termination after January 1, 2023, by providing sixty (60) days written notice; and

WHEREAS, Landlord and Tenant have agreed to a three percent (3%) increase in the Base Rent which amounts to an additional \$66.00 per month, such that the Base Rent during the extension of the Term shall be \$2,266.00.

NOW, THEREFORE, for and in consideration of the mutual promises, and for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, paid by the parties hereto to one another; the receipt and sufficiency of which are acknowledged by the parties hereto, the parties for themselves and their successors and assigns hereto hereby covenant and agree as follows:

- 1. <u>Incorporation of Recitals.</u> The above recitals are true and correct and are incorporated herein as if set forth in full.
- 2. <u>Defined Terms.</u> All capitalized terms not defined in this Amendment shall have the same meanings as set forth in the Lease. All references in the Lease and herein to the term "Lease" shall mean the Lease as amended by this Amendment.
- 3. Term of the Lease. Landlord and Tenant acknowledge and agree that the Term of the Lease, as referenced under Section 2.1 of the Lease, is hereby extended for an additional one (1) year, commencing on May 1, 2022 (the "Extension Commencement Date") and terminating on April 30, 2023 (the "Termination Date"), unless otherwise terminated or extended as provided in the Lease or this Amendment. Either party shall have the right to terminate this Lease ("Termination Right") at any time after January 1, 2023 ("Early Termination Date"), so long as it delivers to the other party a written notice ("Termination Notice"), of its election to exercise its Termination Right no less than sixty (60) days in advance of the Early Termination Date. Upon either party timely and properly exercising its Termination Right, Tenant shall vacate the Premises and deliver possession to Landlord in the condition required by the Terms of this Lease on or before the Early Termination Date and Tenant shall have no further obligations under this Lease with respect to the Premises except for those accruing prior to the Early Termination

Date, and those which, pursuant to the terms of the Lease, survive the expiration or early termination of this Lease with respect to the Premises.

- 4. <u>Base Rent.</u> Landlord and Tenant agree that commencing on the Extension Commencement Date and through the Termination Date or Early Termination Date (if the Termination Right is exercised by either Landlord or Tenant) shall be payable in monthly installments equal to \$2,266.00.
- 5. Ratification. Except as modified by this Amendment, all of the terms, covenants and conditions of the Lease are confirmed and approved and shall remain in full force and effect.
- 6. <u>Counterparts.</u> This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. This Amendment may be executed by each party upon a separate copy, and one or more execution pages may be detached from one copy of this Amendment and attached to another copy in order to form one or more counterparts. Signature pages exchanged by facsimile or electronic transmission shall be fully binding.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties below have caused this Amendment to Lease Agreement to be executed under seal as of the date and year first above written.

W 95	LANDLURD:
Name: Magdalena Medel Name: Magdalena Medel	338 MINORCA LAW CENTER, LLC, a Florida limited liability company By:
Name: Maria Munero	Alfredo Izaguirre Manager
	a a
a -	TENANT:
	CITY OF CORAL GABLES, a municipal corporation of the State of Florida
E.	By:
ATTEST:	
By: Billy Y. Urquia City Clerk	Approved as to form and legal sufficiency By: Miriam Soler Ramos City Attorney