

FIRST AMENDMENT TO LEASE AGREEMENT

**THIS FIRST AMENDMENT TO LEASE AGREEMENT** (“First Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (“Effective Date”), by and between Root Riverfront Partners, LLC, a Florida limited liability company, as landlord (“Landlord”) and River to Sea Transportation Planning Organization (name change per Resolution 2014-15 effective April 23, 2014) a/k/a River To Sea TPO f/k/a Volusia Transportation Planning Organization, Inc., a Florida metropolitan planning organization, created under the authority of Section 339.175, *Florida Statutes*, as tenant (“Tenant”).

RECITALS

**WHEREAS**, the Tenant entered into a Lease with Landlord dated April 5, 2010, which sets forth the terms of occupancy by Tenant for a portion of the Building containing approximately 6,214 square feet of Rentable Area; and

**WHEREAS**, the term of the Lease shall expire April 1, 2018 (“Lease Term”), and there are no remaining options to extend the term of the Lease; and

**WHEREAS**, the Landlord and the Tenant desire to modify and amend the Lease as set forth in this First Amendment;

**NOW, THEREFORE**, in consideration of the Premises and the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the Effective Date of this First Amendment, the Landlord and the Tenant agree as follows:

I. **Recitals.** All of the above recitals are incorporated into this First Amendment and are made a part hereof by this reference, and unless specifically amended herein, all defined terms and conditions used herein shall have the same meaning as set forth in the Lease.

II. **Premises and Term.** Paragraph 1 shall be amended to provide the Lease Term shall be extended for ten (10) years and shall expire April 1, 2028.

III. **Base Rent, and Adjustment Thereof and Security Deposit.** Subparagraph 4 A. shall be amended to provide that effective April 1, 2018, Tenant shall pay Base Rent only on 5,214 square feet, while Tenant shall continue to occupy 6,214 square feet in the Building. Tenant’s Base Rent shall be reduced to \$13.75 per square foot effective April 1, 2018 until the effective date of the Tenant’s Base Rent Adjustment as provided hereunder.

IV. **Base Rent Adjustment.** Subparagraph 7 A. shall be amended to provide that Base Rent payable shall be adjusted every two (2) years commencing April 1, 2020 as follows:

<u>Lease Term</u>	<u>Per Sq. Ft.</u>
4/1/20 – 3/31/22	\$14.25
4/1/22 – 3/31/24	\$14.75
4/1/24 – 3/31/26	\$15.25
4/1/26 – 3/31/28	\$15.75

V. **Operating Costs.** Subparagraph 7 B. shall be amended to provide that effective April 1, 2018 the numerator of the Tenant’s calculation of Operating Costs shall be reduced to 5,214 square feet with the denominator remaining unchanged at 20,187 square feet, thereby reducing Tenant’s Prorata Share Percentage to 25.8285%.

VI. **Assignment and Subletting.** Paragraph 15 shall be amended to provide Tenant may sublease up to approximately 1,000 square feet of the 6,214 square feet area with the Landlord’s consent which shall not be unreasonably withheld or delayed.

VII. **Landlord Contribution for Improvements.** The Landlord covenants and agrees that it will timely make a contribution toward the cost of the Tenant’s improvements to the Premises in an amount of Five Thousand and No/100 (\$5,000.00) (“Landlord’s Contribution”) for improvements made to the Premises. The Landlord’s Contribution shall be available upon execution of this First

Amendment and shall be disbursed in a single disbursement within fifteen (15) business days of Tenant's delivery of final lien waiver and payment affidavit as reasonably required by the Landlord and provided that no liens shall have been filed against the Premises.

VIII. **Conflict:** In the event of any conflict between the provisions of this First Amendment and the provisions of the Lease, the provisions of this First Amendment shall prevail.

IX. **Authority:** The individuals signing this First Amendment represent that they have the full right, power and authority to execute this First Amendment.

X. **Acknowledgement:** The Landlord and the Tenant hereby acknowledge that the Lease and this First Amendment represent the entire agreement, that no other written or oral agreements exist and that all other provisions, terms, covenants and conditions of the Lease not modified herein shall remain in full force and effect.

XI. **Counterparts:** This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

**WITNESSES:**

**LANDLORD:**

Root Riverfront Partners, LLC, a Florida limited liability company

Print Name \_\_\_\_\_

By: Root Real Estate Corp., its managing member

Print Name \_\_\_\_\_

By:

Patrick M. Opalewski, Senior Vice President

**TENANT:  
RIVER TO SEA TPO**

**WITNESSES:**

By: Lois Bollenback  
River To Sea TPO Executive Director

Print Name \_\_\_\_\_

Date: \_\_\_\_\_

Print Name \_\_\_\_\_

**ATTEST:**

Herbert Seely  
Chief Financial Officers

Approved as to Form and Legality:

Lonnie Groot, River To Sea TPO Attorney