

AMENDMENT ONE TO CECIL COMMERCE CENTER LEASE AGREEMENT

THIS AMENDMENT ONE TO LEASE AGREEMENT (this "Amendment") is made and entered into this ___ day of _____, 2018 by and between the **CITY OF JACKSONVILLE**, a municipal corporation and political subdivision of the State of Florida, whose address for purposes of this Amendment is: City of Jacksonville c/o Office of Economic Development, Attention: Accounts Receivable Office, 117 West Duval Street, Suite 275, Jacksonville, Florida 32202 (the "Landlord"), and **GRACE AEROSPACE, LLC, f/k/a Grace Electronics LLC**, a Florida limited liability company, whose address for purposes of this Amendment is 155 Knickerbocker Ave., Bohemia, NY 11716 ("Tenant"). Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Lease, defined below.

RECITALS:

WHEREAS, Landlord and Tenant previously entered into that certain Cecil Commerce Center Lease Agreement dated April 1, 2017 (the "Lease") as authorized by Ordinance 2016-727-E for the lease of a portion of Building 905 (as defined in the Lease, the "Premises") having an address of 13541 Lake Newnan Street in Cecil Commerce Center; and

WHEREAS, the Lease is in full force and affect in accordance with its terms; and

WHEREAS, Tenant has requested and Landlord has agreed to amend the terms of the Lease to: (i) lease to Tenant an additional 12,584 square feet in Building 905 (the "Industrial Space") at a rental rate of \$6.18 per square foot, which is the same as the current rental rate for the Premises; and (ii) lease to Tenant an additional 3,276 square feet of space (the "Storage Space") at a rental rate of \$2.50 per square foot, which will increase the total annual Base Rent due to \$148,661.40;

1. Landlord leases to Tenant, and Tenant leases from Landlord, in addition to the Premises, the Industrial Space and Storage Space pursuant to the terms and subject to the conditions of the Lease and this Amendment.

2. Paragraph 2.2 of the Lease, "Premises Defined" is hereby deleted in its entirety and replaced with the following language:

"2.2 PREMISES DEFINED.

(a) The term "Premises" means the space situated in the Building in the location marked on Exhibit A and shall consist of the space thereat within the plane of the unfinished walls and structural floor, the windows and exterior doors, and the plane of the unfinished ceiling at the location marked on Exhibit A, together with all improvements located therein. Provided Tenant's use of and access to the Premises is not interfered with in an unreasonable manner, Landlord reserves for itself, the right from time to time to install, use, maintain, repair, replace and relocate pipes, ducts, conduits, wires and appurtenant meters and equipment above the ceiling surfaces, below the floor surfaces and within the walls of the Building, including the Premises.

(b) The GLA of the Premises is approximately 10,146 square feet.

(c) Commencing May __, 2018, the term Premises as defined in Paragraph 2.2(a) shall be amended to include the Industrial Space and Storage Space as shown on Exhibit A-1 attached hereto and incorporated herein by this reference, and accordingly the GLA of the Premises as defined in Paragraph 2.2(b) thereafter shall be approximately 26,006 square feet."

3. Paragraph 3.1 of the Lease, "Base Rent" is hereby deleted in its entirety and replaced with the following language:

"3.1 **BASE RENT.** The Base Rent for the Premises is \$60,876 per year, payable in equal monthly installments of \$5,073.00 plus applicable Florida Sales tax of 7%, upon delivery of the Premises, as set forth in Article 2.3, which shall take place on the Effective Date, and on or before the first (1st) day of each and every calendar month thereafter during the Term of this Lease without notice, set off, deduction or demand (individually, a "Monthly Base Rent" and collectively, the "Monthly Base Rents") and \$2,400.00 per year Common Area Maintenance fee at the rate of \$200.00 per month, plus applicable Florida Sales tax of 7%. Tenant shall pay each Monthly Base Rent and the monthly installment of the Common Area Maintenance fee by check made payable to "City of Jacksonville" and deliver the same to Landlord at the following address: City of Jacksonville, c/o Office of Economic Development, Attention: Accounts Receivable Office, 117 W. Duval Street, Suite 275, Jacksonville, Florida 32202. If the Effective Date is on a day other than the first day of a calendar month, then the Monthly Base Rent and monthly installment of the Common Area Maintenance fee for such calendar month shall be prorated on a daily basis. Commencing May __, 2018, the Base Rent shall be increased to \$148,661.40 per year, payable in equal monthly installments of \$12,388.45 and applicable sales tax, payable in the time and manner as set forth above in this paragraph."

4. Exhibit A and A-1 attached hereto are hereby attached to and incorporated into the Lease as Exhibits A and A-1, respectively, and shall supersede the existing Exhibit A in the Lease.

5. **TENANT'S AUTHORITY.** If Tenant executes this Amendment as a limited liability company, partnership, or corporation, then Tenant and the persons and/or entities executing this Amendment on behalf of Tenant represent and warrant that: (a) Tenant is a duly organized, authorized and validly existing partnership, corporation or limited liability company, as the case may be, and is qualified to do business in the state in which the Premises is located; (b) such persons and/or entities executing this Amendment are duly authorized to execute and deliver this Amendment on Tenant's behalf in accordance with the Tenant's operating agreement (if Tenant is a limited liability company), Tenant's partnership agreement (if Tenant is a partnership), or a duly adopted resolution of Tenant's board of directors and the Tenant's by-laws (if Tenant is a corporation), and (c) this Amendment and the Amendment are binding upon Tenant in accordance with its terms. Concurrently with Tenant's execution and delivery of this Amendment to Landlord and/or at any time during the Term with ten (10) days of Landlord's request, Tenant shall provide to Landlord a copy of any documents reasonably requested by Landlord evidencing such qualification, organization, existence and authorization.

6. **NAVY DEED RESTRICTIONS.** Tenant acknowledges that the Premises as modified hereby are a portion of property conveyed by the United States Department of the Navy to the Landlord (the "Conveyed Property"), and that (i) the Premises may contain lead-based paint and/or asbestos and Tenant will comply with applicable Federal, State and/or local laws and regulations regarding lead-based paint and/or asbestos; (ii) the Navy shall have the right of access to, and Tenant will not interfere with any environmental investigation or remedial activities undertaken by the Navy on, the Conveyed Property, including the Premises; and (iii) Tenant shall not discriminate upon the basis of race, color, religion, disability or national origin in the use or occupancy of the Premises or in Tenant's employment practices conducted thereon.

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By: _____
James R. McCain, Jr.,
as Corporation Secretary

By: _____
Lenny Curry,
as Mayor

Form Approved:

By: _____
Office of General Counsel

WITNESS:

GRACE AEROSPACE LLC, a Florida Limited Liability Company

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

WITNESS:

By: _____
Name: _____
Date: _____

Exhibit "A"



Exhibit A



Exhibit A-1

Industrial Space and Storage Space within the Premises

Grace Building 905 Lease Overview



2018 Lease Expansion Area Annual Rate: \$85,959

- 1) Storage Area (3,276 SF) \$2.50 SF=\$8,190
- 2) Industrial Area (12,584 SF) \$6.18 SF=\$77,769

Existing Lease (10,146 SF) \$6.18 SF=\$62,702 annually