

AMENDMENT ONE TO LEASE AGREEMENT

THIS AMENDMENT ONE TO LEASE AGREEMENT (this “Amendment One”) is made and entered into effective as of _____, 2024 (hereinafter the “Amendment One Effective Date”), by and between the **CITY OF JACKSONVILLE** (the “Landlord”), a municipal corporation and political subdivision of the State of Florida, and **THE BOEING COMPANY**, a Delaware corporation (the “Tenant”).

RECITALS:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated June 29, 2009 (the “Lease”), for the lease by Tenant of certain property within the Cecil Commerce Center and containing 60,000 square feet, all as more particularly described in the Lease; and

WHEREAS, the Term of the Lease is currently scheduled to expire on June 28, 2024;

WHEREAS, Landlord and Tenant desire to amend the Lease to provide for the extension of the Term of the Lease, and other modifications to the Lease according to the terms, covenants and conditions as more particularly set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, Landlord and Tenant agree as follows:

1. *Recitals.* The Recitals set forth above are true and correct and are incorporated as if fully set forth herein.

2. *Definitions.* Capitalized terms shall have the meanings ascribed to such terms in the Lease unless otherwise defined herein.

3. *Term.* Commencing upon the Amendment One Effective Date, Section 1.5 of the Lease is hereby amended in order to extend the Term of the Lease for the period commencing upon June 29, 2024 (the “Amendment One Rent Commencement Date”), and expiring at noon upon June 28, 2027, unless sooner terminated or renewed as provided herein.

4. *Renewal Options.* Effective as of the Amendment One Effective Date, Section 1.6 of the Lease is hereby deleted in its entirety and replaced with the following:

“1.6 Renewal/Termination Option. Tenant shall have two (2) options to renew (each, individually, an “Option”) for twelve (12) months each (each, individually, an “Option Period”) by giving written notice of the exercise of each Option not less than one month prior to the expiration of the then-current Term. Notwithstanding the foregoing, Landlord shall have the option to terminate this Lease in accordance with the provisions of Section 2.4 hereof.”

5. *Base Rent Schedule.* Effective as of the Amendment One Rent Commencement Date, Section 3.1 of the Lease is hereby deleted in its entirety and replaced with the following:

“3.1 Monthly Base Rent. On or before the first (1st) day of each and every calendar month during the Term of this Lease, Tenant shall pay to Landlord monthly base rent in the amount of \$15,579.69, without notice, set off, deduction or demand (the “Monthly Base Rent”), and \$2,400.00 per year Common Area Maintenance fee at the rate of \$200.00 per month, plus applicable Florida/Duval County sales tax. Tenant shall pay 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 Jacksonville Office of Economic Development, Attention: Finance and Compliance, 117 West Duval Street, Suite 275, Jacksonville, Florida 32202. If

this Lease commences 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. Tenant's proportionate share of Common Area Costs as defined in Article VI is payable in addition to the Monthly Base Rent. ”

6. *Base Rent Escalations.* Effective as of the Amendment One Rent Commencement Date, Section 3.2 of the Lease is hereby deleted in its entirety and replaced with the following:

“3.2 Escalations In Monthly Base Rent. Commencing on the first (1st) anniversary of the Amendment One Rent Commencement Date and continuing throughout the Term including during any Option Period, the Monthly Base Rent shall be escalated by three percent (3%) on each anniversary of the Amendment One Rent Commencement Date.”

7. *Tenant Option to Terminate.* Effective as of the Amendment One Effective Date, Section 3.6 of the Lease is hereby deleted in its entirety.

8. *Brokerage.* Tenant represents to Landlord that Tenant has not had any dealings with any real estate broker, finder or intermediary with respect to this Amendment One. Tenant represents and warrants to Landlord, that, to Tenant's knowledge, no other broker, agent or finder (a) negotiated or was instrumental in negotiating or consummating this Amendment One on its behalf, or/and (b) is or might be entitled to a commission or compensation in connection with this Amendment One. Any broker, agent or finder of Tenant whom Tenant has failed to disclose herein shall be paid by Tenant. Tenant shall indemnify, defend (by counsel reasonably approved in writing by Landlord) and hold Landlord harmless from and against any and all claims, judgments, suits, causes of action, damages, losses liabilities and expenses (including attorneys' fees and court costs) resulting from any breach by agent or finder undisclosed by Tenant herein. The foregoing indemnity shall survive the expiration or earlier termination of the Lease.

9. *Ratification; Counterparts.* The Lease remains in full force and effect except as expressly modified by this Amendment One and is ratified and confirmed. If there is a conflict between the terms of the Lease and this Amendment One, the terms of this Amendment One shall control. This Amendment One may be executed in counterparts, which when later combined shall constitute one and the same document as if originally executed together. An electronically transmitted copy of this Amendment One and any signatures thereon shall be considered for all purposes as originals which shall be binding for all purposes.

[Signature page to follow.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment One by their duly authorized representatives to be effective as of the Amendment One Effective Date.

ATTEST:

CITY OF JACKSONVILLE

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

By: _____
Donna Deegan, Mayor

Form Approved (as to Landlord only):

Office of General Counsel

WITNESS:

THE BOEING COMPANY, a Delaware corporation

By: _____
Name: _____

By: _____
Name: _____
Title: _____

WITNESS:

By: _____
Name: _____

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