

THIRD AMENDMENT TO OFFICE LEASE

THIS THIRD AMENDMENT TO OFFICE LEASE (“Third Amendment”) is entered into as of the ___ day of _____, 2026 by and between **THE CITY OF FORT LAUDERDALE**, a Florida municipal corporation (“Tenant”), and **1 EAST BROWARD OWNER, LLC**, a Delaware limited liability company, as successor-in-interest to prior landlord, **ONE BROWARD BLVD HOLDINGS, LLC**, a Delaware limited liability company (the “Landlord”) (sometimes Tenant and Landlord collectively referred herein as the “Parties”).

A. WHEREAS, Landlord and Tenant entered into that certain Office Lease dated January 24th, 2017, (the "Original Lease"), with respect to that certain Premises consisting of approximately 3,575 rentable square feet of space consisting of a portion of the sixteenth (16th) floor of the building located in Suite 1605 of One East Broward Blvd., Ft. Lauderdale, FL 33301 (“Suite 1605”);

B. WHEREAS, Landlord and Tenant entered into that certain First Amendment to Office Lease dated July 11, 2023 (“First Amendment”), pursuant to which, Tenant expanded the Premises and leased an additional 12,603 rentable square feet located in Suite 444 (“Suite 444”) on the fourth (4th) floor in the Building, which Suite 444 space together with the Suite 1605 space totaled 16,178 rentable square feet;

C. WHEREAS, Landlord and Tenant entered into that certain Second Amendment to Office Lease dated March 4, 2024 ("Second Amendment"), pursuant to which Tenant expanded the Premises to include Suite 1320, containing approximately 7,234 rentable square feet located on the thirteenth (13th) floor in the Building, and Tenant surrendered Suite 1605; the current Premises consists of Suite 444, containing approximately 16,178 rentable square feet, and Suite 1320, containing approximately 7,234 rentable square feet (Suite 444 and Suite 1320 hereinafter collectively known as the "Existing Premises"); and

D. WHEREAS, Landlord and Tenant desire to expand the Existing Premises to include a portion of Suite 1300 located adjacent to Suite 1320 on the thirteenth (13th) floor of the Building, containing approximately 3,811 rentable square feet (the "Expansion Premises"), which together with Suite 1320 will create a combined thirteenth (13th) floor premise of approximately 11,045 rentable square feet, on the terms and conditions hereinafter set forth.

AGREEMENT:

NOW, THEREFORE, in and for the consideration of the mutual covenants contained herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Incorporation of Recitals. The Parties hereto repeat herein by this reference the aforementioned Paragraphs A, B, C and D inclusive, as if said Paragraphs were set forth herein in full.

2. Capitalized Terms. All capitalized terms not otherwise defined herein shall retain their defined meanings as stated in the Lease. The terms Original Lease, First Amendment, Second Amendment, and this Third Amendment, shall collectively hereinafter be referred to as the "Lease."

3. Expansion of Premises. Effective as of the Expansion Commencement Date as defined below, Landlord leases to Tenant and Tenant leases from Landlord the Expansion Premises, consisting of a portion of Suite 1300 located adjacent to Suite 1320 on the thirteenth (13th) floor of the Building, containing approximately 3,811 rentable square feet. Together with Suite 1320, the combined thirteenth (13th) floor premises shall consist of approximately 11,045 rentable square feet. Effective as of the Expansion Commencement Date, wherever the term "Premises" is used in this Third Amendment or in the Lease, it shall be deemed to mean Suite 444 and the combined thirteenth (13th) floor premises (Suite 1320 and the Expansion Premises). The lease of the Expansion Premises shall be on the same terms and conditions as the Lease except as set forth in this Third Amendment. Except for the Expansion Work described in Section 7 below, Tenant accepts the Expansion Premises in its "Where-as" "As-is" condition.

4. Operating Expenses. Effective as of the Expansion Commencement Date, all Premises (Suite 444, Suite 1320, and the Expansion Premises) shall consist of approximately 23,648 rentable square feet, and Tenant's Proportionate Share of Operating Expenses and Taxes shall be 6.76%, replacing the 5.77% set forth in the Second Amendment. Tenant shall pay Tenant's Proportionate Share of Operating Expenses and Taxes for all Premises, plus applicable sales taxes thereon, in accordance with the terms of the Lease. Landlord acknowledges Tenant is exempt from sales taxes, and Tenant shall provide a copy of its certificate of exemption upon request.

5. Lease Term. The Term of the Lease with respect to the Expansion Premises shall commence on the earlier of: (i) the date Tenant takes occupancy of the Expansion Premises; or (ii) the date of Substantial Completion of the Expansion Work defined in Section 7 below ("Expansion Commencement Date"). The Term of the Lease for the Expansion Premises shall expire co-terminously with Suite 444 and Suite 1320 on July 31, 2028 ("Expiration Date").

6. Rent.

a. Existing Premises Rent. With respect to the Existing Premises, Tenant shall continue to pay Base Annual Rent plus applicable sales tax thereon as follows: (i) the Base Annual Rent applicable to Suite 444 shall, commencing on August 1st, 2026, be equal to 3% over the then existing annual Base Rent applicable to the year ending July 31st, 2026, with 3% annual increases through the Expiration Date; and (ii) the Base Annual Rent applicable to Suite 1320 shall continue in accordance with the rent schedule set forth in the Second Amendment. Landlord acknowledges Tenant is exempt from sales taxes and Tenant shall provide a copy of its certificate of exemption upon request from Landlord.

b. Expansion Premises Rent. Commencing on the Expansion Commencement Date and continuing until the Expiration Date, Tenant shall pay Base Annual Rent for the Expansion Premises (approximately 3,811 rentable square feet) in the amounts listed in the following schedule, payable in accordance with the terms of the Lease:

<u>Time Period</u>	<u>Per Sq. Foot</u>	<u>Monthly Base Rent</u>	<u>Annual Rent</u>
Expansion Commencement Date through Month 12	\$29.71	\$9,435.40	\$113,244.81
Month 13 through the Month 24	\$30.60	\$9,718.05	\$116,616.60
Month 25 through the Expiration Date	\$31.52	\$10,010.23	\$120,122.72 per annum (prorated through Expiration Date)

7. Tenant Improvements. The Landlord, at its sole cost and expense, shall perform the following improvements to the Expansion Premises and, as applicable, the combined thirteenth (13th) floor premises: (i) install the required demising wall to create the Expansion Premises; (ii) remove the required interior wall to combine Suite 1320 and the Expansion Premises into a single contiguous space; (iii) repaint the premises throughout; (iv) install new carpet throughout; (v) install new window blinds throughout; (vi) install new ceiling tile where needed and new lighting throughout the suite; (vii) install two (2) new internal doors as outlined in Exhibit "A" attached hereto; and (viii) remove all prior tenant branding and signage from walls and restore all wall surfaces to a clean, market-ready condition, including patching, sanding, and repainting as necessary (collectively, "Expansion Work"). The Expansion Work shall be performed by contractors selected by Landlord and using Building standard materials and finishes selected by Tenant. Landlord agrees to complete all Expansion Work prior to Tenant's occupancy of the Expansion Premises. As used in this Third Amendment, the term "Substantial Completion" or "Substantially Completed" means when the only work items of the Expansion Work remaining to be completed by Landlord are punch-list items, and when the last of the municipal inspections required for the issuance of a certificate of occupancy and such inspection did not fail, or a certificate of completion, as applicable, have been successfully completed; provided, however, that if Landlord shall be delayed in such Substantial Completion as a result of (a) Tenant's failure to respond within five (5) business days to Landlord with its request for approval of any specifications or finish selections required of Tenant; (b) Tenant's changes in plans, specifications or finish selections which cause a material delay to completion of the Expansion Work; or (c) Tenant's interference with the performance of the Expansion Work (each, a "Tenant Delay"), the Expansion Commencement Date shall be accelerated by the number of days of such Tenant Delay. Except for the Expansion Work, Tenant accepts the Expansion Premises in their "Where-as" "As-is" condition.

8. Option to Renew. The two (2) one (1) year Renewal Options set forth in the Second Amendment shall remain in full force and effect and are hereby expressly extended to include the Expansion Premises, such that all Premises (Suite 444, Suite 1320, and the Expansion Premises) shall be subject to the Renewal Options on the same terms and conditions. Provided that Tenant is not in default beyond any applicable cure period at any time prior to or at Tenant's exercise of any

Renewal Option, Tenant shall have the benefit of said two (2) one (1) year Renewal Options as applicable to all Premises, including the Expansion Premises. Tenant shall provide to Landlord written notice of the exercise of each Renewal Option on a date which is prior to the date that the then Renewal Option period would commence (if exercised) by at least one hundred eighty (180) days, but not more than three hundred sixty-five (365) days, time being of the essence. Such notice shall be given in accordance with Section 28 of the Lease. If notification of the exercise of a Renewal Option is not so given and received, such Renewal Option shall automatically expire. If the first Renewal Option is not exercised, Tenant's second Renewal Option shall automatically be terminated and of no further force or effect. Base Rent applicable to all Premises (including the Expansion Premises) for each one (1) year Renewal Option term shall equal the Base Rent applicable to the immediately preceding lease year, increased by three percent (3%). All other terms and conditions of the Lease with respect to the Renewal Options shall remain the same, except that Tenant shall not be entitled to any tenant improvements from Landlord during any Renewal Option period. After the proper exercise of the Renewal Options described in this Third Amendment, Tenant shall have no further options to renew the Lease, with the renewal options prescribed in the First, Second or Third Amendments remaining extinguished and of no further force or effect.

9. Tenant/Landlord Representations. Tenant warrants, represents, and agrees that as of the date hereof, Tenant is the tenant under the Lease described above; Tenant is in sole possession of and is occupying the Existing Premises (Suite 444 and Suite 1320); Tenant has not subleased all or any part of the Existing Premises or assigned the Lease; the Lease has not been amended, modified, or changed, whether in writing or orally, except as may be stated in the above and in the attached; Landlord has fully performed all of its obligations under the Lease and is not in default under any term of the Lease; no circumstances exist under which Landlord may be deemed in default merely upon service of notice or passage of time; and Tenant has no defenses, set-offs, or counterclaims to the payment of rent and all other amounts due from Tenant to Landlord under the Lease.

10. Brokers. Landlord and Tenant acknowledge and warrant that in this transaction, Avison Young represents the Landlord exclusively and Landlord shall be responsible payment of any fees owed to Avison Young together with Colliers who has represented the Tenant, and no other brokers, agents, or finders are involved. Tenant acknowledges that Avison Young has not represented Tenant in connection with this Third Amendment and that Avison Young represents the Landlord exclusively. Each party shall indemnify, protect, defend and hold harmless the other party against all claims, demands, losses, liabilities, lawsuits, judgments, costs and expenses (including reasonable attorneys' fees) for any leasing commission, finder's fee or similar compensation alleged to be owing on account of the indemnifying party's dealings with any other real estate broker, agent or finder.

11. Binding. This Third Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

12. Ratification. Except as otherwise expressly amended by this Third Amendment, the terms and provisions of the Lease shall remain in full force and effect and shall not be affected or modified hereby and the Lease, as amended hereby, is ratified and affirmed in all respects. In the event of a conflict between the terms of the Lease and the terms of this Third Amendment, the terms of this Third Amendment shall control and be binding on the Parties.

13. Counterparts. This Third Amendment may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document. The words “execute”, “execution”, “signed”, “signature”, and words of like import in the Lease, this Amendment, or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures, the electronic matching of terms and contract formations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity, or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Florida Electronic Signature Act of 1996 (ESA), or any other similar state laws based on the Uniform Electronic Transactions Act. To facilitate delivery of this Third Amendment, the parties may exchange executed counterparts of the signature page(s) hereof by facsimile, email, or other similar electronic transmission of an electronic copy hereof (e.g. “pdf” or “tif” file format).

14. Representations. Each party hereby represents and warrants that the Parties hereto have full right and authority to enter into this Third Amendment.

[Signatures to follow on next page]

Landlord and Tenant have executed this Third Amendment as of the day and year first above written.

LANDLORD:

1 EAST BROWARD OWNER, LLC, a Foreign Limited Liability Company

[Witness type or print name]

By: _____

Name: Jordan C. Paul

Title: Vice President

[Witness type or print name]

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online, this ____ day of _____, 2026, by JORDAN C. PAUL, Vice President of 1 East Broward Owner, LLC, a Foreign Limited Liability Company on behalf of the 1 East Broward Owner, LLC.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

TENANT:

**CITY OF FORT LAUDERDALE, A
MUNICIPAL CORPORATION OF THE
STATE OF FLORIDA**

WITNESSES:

[Witness type or print name]

[Witness type or print name]

By: _____
Dean J. Trantalis, Mayor

By: _____
Rickelle Williams, City Manager

ATTEST:

David R. Soloman, City Clerk

Approved as to form:
Shari McCartney, City Attorney

By: _____
Lynn Solomon, Esq.
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online, this ____ day of _____, 2026, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online, this ____ day of _____, 2026, by Rickelle Williams, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT "A"

EXPANSION PREMISES - PORTION OF SUITE 1300

