

**THIRD AMENDMENT TO OFFICE LEASE
BETWEEN BROWARD COUNTY AND G&I IX 2200 SW LLC**

This Third Amendment to the Office Lease between Broward County, a political subdivision of the State of Florida ("County"), and G&I IX 2200 SW LLC, a Delaware limited liability company, as successor-in-interest to CABOT II – FL2W01, LLC ("Landlord") (collectively, the "Parties"), is entered into effective as of the date fully executed by the Parties ("Effective Date").

RECITALS:

A. Landlord and County are parties to a certain Office Lease, dated October 25, 2011, which was subsequently amended by a First Amendment, dated April 12, 2017, and a Second Amendment, dated November 16, 2017 (as amended, the "Office Lease").

B. Pursuant to the Office Lease, County leases from Landlord approximately 32,812 square feet of rentable space and 149 parking spaces at the property commonly known as 2200 SW 45th Street, Dania Beach, Florida (the "Premises").

C. All Renewal Terms have been exercised, and the Office Lease will expire on February 28, 2019.

D. The Parties desire to amend the Office Lease to extend the term for one (1) year through February 28, 2020.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Office Lease as follows:

1. The foregoing recitals are true and correct, and are incorporated herein by reference.
2. The Term of the Office Lease is extended for one (1) year and will expire on February 28, 2020. Commencing March 1, 2019, County shall pay Annual Base Rent for the Premises in the amount of \$423,723.51 in equal monthly installments of \$35,310.29, due on the first day of each calendar month, and as Section 4 of the Office Lease otherwise provides. County shall continue to pay Tenant's Pro Rata Share of Total Operating Costs as Section 4 of the Office Lease more particularly provides, during the extended term.
3. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Office Lease.
4. Landlord acknowledges that as of the Effective Date hereof, County is not in default of any term of the Office Lease and Landlord has no claims against County with respect to any of the matters covered by the Office Lease.

5. In the event of any conflict or ambiguity between this Third Amendment and the Office Lease, the Parties agree that this Third Amendment shall control.
6. The Office Lease, as amended hereby, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Office Lease and this Third Amendment to the Office Lease. Accordingly, the Parties agree that no deviation from the terms of this Third Amendment shall be predicated upon any prior representations or agreements, whether oral or written.
7. Preparation of this Third Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more strictly against one of the Parties than any other.
8. Except as modified herein, all terms and conditions of the Office Lease shall remain in full force and effect.
9. This Third Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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G&I IX 2200 SW LLC

LANDLORD

WITNESSES:

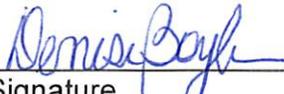
G&I IX 2200 SW LLC



Signature

J.L. McPhail

Print Name of Witness above



Signature

Denise Boyle

Print Name of Witness above

By: 

Authorized Signor

David Gray
Vice President

Print Name and Title

8th day of June, 2018

ATTEST:


Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)

SUSAN FATTORUSSO
Notary Public, State of New York
No. 01FA6021152
Qualified in Kings County
Commission Expires March 8, 2019