

**SIXTH AMENDMENT TO OFFICE SPACE LEASE AGREEMENT**

**THIS SIXTH AMENDMENT TO OFFICE SPACE LEASE AGREEMENT** (the “**Sixth Amendment**”) between **GV-IP 110 Tower Owner, LLC**, a Delaware limited liability company (“**Landlord**”), and **Broward County**, a public and political subdivision of the State of Florida (“**Tenant**”) (collectively, the “**Parties**”), is effective as of the date this Sixth Amendment is fully executed by Landlord and Tenant (“**Sixth Amendment Effective Date**”).

**RECITALS**

A. Corporate Properties Holding, Inc., a Delaware corporation, as landlord, and Tenant, as tenant, entered into that certain Office Space Lease Agreement dated August 1, 2000 (“**Original Lease**”), as amended by that certain First Amendment to Office Space Lease Agreement between AutoNation Corporate Management, LLC, a Delaware limited liability company (“**AutoNation**”), as landlord, and Tenant, as tenant, dated February 25, 2003, as amended by that certain Second Amendment to Office Space Lease Agreement between AutoNation, as landlord, and Tenant, as tenant, dated February 22, 2005, as amended by that certain Third Amendment to Office Space Lease Agreement between Genesis Capital Partners XI, L.P., a Texas limited partnership (“**Genesis**”), the predecessor in interest to Landlord, as landlord, and Tenant, as tenant, dated June 17, 2010 (“**Third Amendment**”), as amended by that certain Fourth Amendment to Office Space Lease Agreement between Genesis, as landlord, and Tenant, as tenant, dated October 13, 2010, and as further amended by that certain Fifth Amendment to Office Space Lease Agreement between Genesis, as landlord, and Tenant, as tenant, dated December 18, 2015 (collectively, the “**Lease**”), whereby Tenant leases from Landlord and Landlord leases to Tenant certain office space in the building known as 110 Tower, located at 110 SE 6th Street, Fort Lauderdale, Florida 33301 (the “**Building**”), totaling 29,730 rentable square feet, and which is comprised of 14,432 rentable square feet on the 28<sup>th</sup> floor, designated as Suite 2800, and 15,298 rentable square feet on the 22<sup>nd</sup> floor, designated as Suite 2200 (collectively, the “**Premises**”).

B. Landlord and Tenant now desire to extend the Lease Term and further modify the Lease as more particularly provided for herein.

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

1. **Recitals and Ratification**. The foregoing recitals are true and correct and are hereby incorporated into this Sixth Amendment. All capitalized terms shall have the respective definitions ascribed to them in the Lease, unless otherwise provided herein. Except as amended and modified by this Sixth Amendment, all of the terms, covenants, conditions, and agreements of the Lease shall remain in full force and effect. Landlord and Tenant hereby ratify and reaffirm their rights and obligations under the Lease as modified by this Sixth Amendment. In the event of a conflict between the provisions of the Lease and the provisions of this Sixth Amendment, this Sixth Amendment shall control.

2. **Extension Term**. Landlord and Tenant hereby agree that the Lease Term is extended for an additional period of sixty (60) months (the “**Extension Term**”), commencing on November 1, 2018, and expiring on October 31, 2023, unless further extended or earlier terminated pursuant to the Lease, as modified by this Sixth Amendment.

3. **Additional Extension Term**. Tenant, through its County Administrator or designee, shall be entitled to exercise, prior to the expiration of the Extension Term, and provided that (i) the Lease is in full force and effect, and (ii) no default by Tenant is existing either on the day of the Additional Extension

Notice (defined herein) or on the last day of the Extension Term, one (1) option to extend the Lease Term (“**Additional Extension Option**”) for an additional period of sixty (60) months (“**Additional Extension Term**”). Tenant shall exercise the Additional Extension Option by providing Landlord with written notice on or before twelve (12) months prior to the expiration of the Extension Term (“**Additional Extension Notice**”). The Additional Extension Term shall be subject to all of the terms and conditions contained in the Lease, as modified by this Sixth Amendment.

4. **Early Termination Right.** During the Additional Extension Term and provided (i) the Lease is in full force and effect; and (ii) no default by Tenant is existing either on (a) the day of the Early Termination Notice (defined herein), or (b) the Early Termination Date (defined herein); and (iii) Tenant provides Landlord with reasonable evidence that it will be moving into a Broward County owned or leased building or facility, Tenant shall have the right to terminate the Lease prior to the expiration of the Additional Extension Term (“**Early Termination Right**”), subject to the terms and conditions hereof. Tenant (through its County Administrator or designee), in order to exercise its Early Termination Right, shall provide Landlord with written notice of its desire to terminate the Lease (“**Early Termination Notice**”), and subject to the terms of this provision, the Lease shall terminate on the year anniversary of the Early Termination Notice (“**Early Termination Date**”). For avoidance of doubt and illustration purposes only, if Tenant provides Landlord with the Early Termination Notice on October 1, 2025, the Early Termination Date shall be October 1, 2026. If Tenant timely exercises its Early Termination Right and complies with the terms and conditions of the Lease, as modified by this Sixth Amendment, the Parties, as of the Early Termination Date, shall have no further obligation or liability in connection with this Lease, except for those provisions that survive the expiration or earlier termination thereof.

5. **Base Rent.** “**Base Rent**” for purposes of the Lease and this Sixth Amendment shall mean “Gross Rent” as such term is defined in Section 3.2 of the Original Lease. Base Rent for the Premises during the Extension Term and, if exercised, the Additional Extension Term, shall be the following amounts, payable in accordance with the terms and conditions of the Lease, as modified by this Sixth Amendment, on the first business day of each calendar month (and prorated for any partial month), without demand, counterclaim, deduction or offset:

<b>Extension Term</b>			
<b>Year</b>	<b>Annual Rate P/S/F</b>	<b>Annual Base Rent</b>	<b>*Monthly Base Rent</b>
1	\$39.41	\$1,171,659.30	\$97,638.28
2	\$40.59	\$1,206,740.70	\$100,561.73
3	\$29.50	\$877,035.00	\$73,086.25
4	\$30.39	\$903,494.70	\$75,291.23
5	\$31.30	\$930,549.00	\$77,545.75
<b>Additional Extension Term (if exercised by Tenant)</b>			
<b>Year</b>	<b>Annual Rate P/S/F</b>	<b>Annual Base Rent</b>	<b>*Monthly Base Rent</b>
6	\$32.24	\$958,465.47	\$79,872.12
7	\$33.21	\$987,219.43	\$82,268.29
8	\$34.20	\$1,016,836.02	\$84,736.33
9	\$35.23	\$1,047,341.10	\$87,278.42
10	\$36.29	\$1,078,761.33	\$89,896.78

\*The Base Rent amounts set forth above only represent Base Rent, and do not include Florida State sales tax, Additional Rent as such term is defined in Section 3.4 or any other rent, as such term is defined in Section 3.1 of the Original Lease, which amounts shall continue to be payable during the Extension Term.

6. **Payment of Operating Expenses.**

(a) Commencing on November 1, 2021 and for the duration of the Extension Term and Additional Extension Term, if exercised (“**Triple Net Period**”), in addition to the payment of Base Rent set forth herein, Tenant shall be responsible for the payment of Tenant’s Share of Operating Expenses, plus applicable sales taxes, and the concept of “Base Year” shall no longer be applicable. Tenant shall pay, on the first day of each month, an amount equal to 1/12 of the Tenant’s Share of Operating Expenses in accordance with Section 6(b) of this Sixth Amendment.

(b) Prior to the beginning of each year within the Triple Net Period (under this Section 6, a year shall refer to the period from November 1<sup>st</sup> to October 31<sup>st</sup>), Landlord shall provide Tenant with a reasonably detailed statement specifying the actual Operating Expenses currently being incurred by the Landlord and the payment of Tenant’s Share of Operating Expenses for the then-current year shall be based upon this statement (absent manifest error) (“**Operating Expense Statement**”); provided, however, to the extent Landlord is reasonably unable to provide Tenant with the Operating Expense Statement prior to the beginning of any year within the Triple Net Period, Landlord shall provide Tenant with a reasonable estimate of the Operating Expenses factoring in the prior year’s expenses (“**Operating Expense Estimate**”) and Tenant's payment of Tenant’s Share of Operating Expenses shall be based on such Operating Expenses Estimate for the year in question and is subject to increase or decrease as determined by Landlord from time to time to reflect an accurate estimate of actual Operating Expenses. If Landlord provides Tenant with either an Operating Expense Statement or an Operating Expense Estimate prior to the beginning of a year within the Triple Net Period, but the Landlord’s actual Operating Expenses change throughout the year, Landlord shall, within one hundred and eighty (180) days after the end of such year, provide Tenant with a reasonably detailed statement specifying the Operating Expenses that were actually incurred by the Landlord during that year. If Tenant’s payment under this Section was less than Tenant’s Share of the actual Operating Expenses, Tenant shall reimburse Landlord the difference within thirty (30) days after Tenant’s receipt of the written request by Landlord for such payment. If Tenant’s payment under this Section exceeded Tenant’s Share of actual Operating Expenses, Landlord shall credit the amount of Tenant’s overpayment against the next installment(s) of Base Rent due from Tenant pursuant to the Lease (and if no money is due from Tenant to Landlord, Tenant shall be immediately reimbursed the amount of the overpayment). The foregoing provision shall survive the expiration or earlier termination of this Lease.

(c) During the Triple Net Period, if less than 100% of the rentable square feet in the Building is occupied by tenants or Landlord is not supplying services to 100% of the rentable square feet of the Building at any time during any year, Operating Expenses for such year shall be an amount equal to the Operating Expenses which would normally be expected to be incurred had 100% of the Building’s rentable square feet been occupied and had Landlord been supplying services to 100% of the Building’s rentable square feet throughout such year.

(d) Commencing as of November 1, 2021, Section 7(a) through Section 7(c) of the Third Amendment shall be deleted in their entirety and no longer have any effect. To avoid confusion, the Third Amendment mistakenly contains two Sections labeled Section 7 and the foregoing sentence refers to the first such Section 7.

7. **Condition of the Premises.** Tenant acknowledges that Tenant is currently occupying the Premises and agrees that Landlord has no obligation and has made no promises to alter, remodel, improve, or decorate the Premises. Notwithstanding the foregoing, Landlord shall continue to be responsible for any maintenance or repair obligations for which it is currently responsible under the Lease. Tenant’s occupancy of the Premises shall be conclusive evidence for all purposes of Tenant’s acceptance of the Premises in

good order and satisfactory condition, and in a state and condition satisfactory, acceptable and suitable for the Tenant's use pursuant to the Lease, as modified by this Sixth Amendment.

8. **Termination of Options.** Except for the Additional Extension Option and Early Termination Right set forth herein, any and all other Options (as hereinafter defined) set forth in the Lease are hereby deleted and of no further force or effect. "Options" means (a) a right or option of Tenant to (i) except as otherwise specifically set forth herein, extend or renew the term of the Lease; (ii) expand or contract the Premises; or (iii) relocate within the Building; and (b) rights of first refusal or first offer or the purchase of any portion of the Building.

9. **Brokerage.** Landlord and Tenant each represent and warrant one to the other that neither of them has employed any broker in connection with the negotiations of the terms of this Sixth Amendment, except Colliers International South Florida, LLC ("**Broker**"), on behalf of Landlord, and no broker on behalf of Tenant. Landlord shall be solely responsible for paying Broker pursuant to a separate agreement, and Tenant shall not be responsible for any expenses or fees in any way connected with Broker under this Sixth Amendment or any agreement. Landlord and Tenant hereby agree to indemnify and to hold each other harmless against any loss, expense, or liability with respect to any third party claims for commissions or brokerage fees arising from or out of any breach of the foregoing representation and warranty.

10. **Entire Agreement; No Set-Off; Authority.** The Lease, as modified by this Sixth Amendment, sets forth the entire agreement between the Landlord and Tenant concerning the entire Premises and Tenant's use and occupancy thereof; and there are no other agreements or understandings between them. Tenant certifies and affirms that, as of the date hereof: (i) there are, to the best of its knowledge, no claims, offsets, or defenses of the Lease, or any action or causes of action against Landlord directly or indirectly relating to the Lease, and (ii) without Landlord's prior written consent, there have been no assignees, sublessees or transferees of the Lease. Landlord confirms that, as of the date hereof, (i) the Lease is and remains in good standing and full force and effect, and (ii) there are, to the best of its knowledge, no claims, offsets, or defenses of the Lease, or any action or causes of action against Tenant directly or indirectly relating to the Lease. Landlord and Tenant each represent and warrant that (i) that the execution and delivery of this Sixth Amendment has been fully authorized by all necessary corporate action, and (ii) the person signing this Sixth Amendment has the requisite authority to do so and the authority and power to bind the company or entity on whose behalf they have signed.

11. **Counterparts; Facsimile.** This Sixth Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. This Sixth Amendment may be executed by facsimile or e-mail signature which shall, for all purposes, serve as an original executed counterpart of this Sixth Amendment.

12. **Joint Effort.** Preparation of this Sixth 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 severely against either one of the Parties.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Sixth Amendment to Office Space Lease Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and GV-IP 110 Tower Owner, LLC, a Delaware limited liability company, signing by and through its Senior Vice President duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex Officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
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By Israel Fajardo 10/8/18  
Israel Fajardo (Date)  
Assistant County Attorney

By Annika Ashton 10/8/18  
Annika Ashton (Date)  
Senior Assistant County Attorney

SIXTH AMENDMENT TO OFFICE SPACE LEASE AGREEMENT BETWEEN BROWARD COUNTY  
AND GV-IP 110 TOWER OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY

WITNESSES:	<b><u>LANDLORD</u></b>
<u>Lara Passorelli</u> Signature of Witness <u>Lara Passorelli</u> Print Name of Witness above	GV-IP 110 Tower Owner, LLC, a Delaware limited liability company  <u>[Signature]</u>
<u>Nicole Riccardini</u> Signature of Witness <u>Nicole Riccardini</u> Print Name of Witness above	By <u>[Signature]</u> (Signature) <u>Steve Beros, Vice President</u> (Print Name and Title of Signatory)  <u>5<sup>th</sup></u> day of <u>October</u> , 20 <u>18</u> .