

THIRD AMENDMENT TO OFFICE LEASE

This THIRD AMENDMENT TO OFFICE LEASE (this "**Third Amendment**") is dated as of November 2, 2021 (the "**Effective Date**"), by and between MIAMI OFFICE 2, LLC, a Delaware limited liability company ("**Landlord**"), and CITY OF CORAL GABLES, a municipal corporation of the State of Florida ("**Tenant**").

R E C I T A L S :

A. 2121 Ponce, L.L.L.P., a Florida limited liability partnership ("**2121**") and Tenant entered into that certain Office Lease dated as of December 15, 2015 (the "**Original Lease**"), as amended by that certain: (i) commencement date letter dated as of December 30, 2015 (the "**Commencement Letter**"); (ii) First Amendment to Office Lease dated as of March 11, 2021 (the "**First Amendment**"); and (iii) Second Amendment to Office Lease dated as of June 17, 2021 (the "**Second Amendment**", and together with the Original Lease, the Commencement Letter, and the First Amendment, collectively, the "**Lease**") between Landlord (as successor-in-interest to 2121 as landlord under the Lease) and Tenant.

B. Pursuant to the Lease, Landlord leases to Tenant and Tenant leases from Landlord certain premises (the "**Premises**") commonly known as Suite 720, containing a total of approximately 1,702 rentable square feet of space and located on the seventh (7th) floor of that certain building located at 2121 Ponce de Leon Boulevard, Coral Gables, Florida (the "**Building**").

C. Landlord and Tenant now desire to amend the Lease to: (i) extend the Second Extended Term (as defined in the Second Amendment); and (ii) otherwise modify the Lease, all upon the terms and conditions hereinafter set forth.

D. All capitalized terms when used herein shall have the same meaning as is given such terms in the Lease unless expressly superseded by the terms of this Third Amendment.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Extension of Second Extended Term. The Second Extended Term, which is currently scheduled to expire on November 30, 2021, is hereby extended for a period of two (2) months (the "**Third Extended Term**"), commencing on December 1, 2021 (the "**Third Extended Term Commencement Date**") and expiring on January 31, 2022, unless sooner terminated as provided in the Lease (as hereby amended).

2. Base Rent. During the Third Extended Term, the Base Rent payable by Tenant for the Premises shall equal \$6,400.00 per month (plus applicable taxes thereon).

3. Tenant's Share of Increases in Operating Expenses. During the Third Extended Term, only, Tenant shall have no obligation to pay Tenant's Share of increases in Operating Expenses.

4. Condition of Premises. Tenant is in possession of the Premises and shall continue to accept the same in its current "AS IS" condition as of the Effective Date and the Third Extended Term Commencement Date without any agreements, representations, understandings or obligations on the part of Landlord to perform or pay for any alterations, repairs or improvements in or to the Premises.

5. Brokers. Landlord and Tenant each hereby represents and warrants to the other party that it has had no dealings with any real estate broker or agent in connection with the negotiation of this Third Amendment other than Jones Lang LaSalle Brokerage, Inc., representing Landlord (the "**Broker**"), and that it knows of no other real estate broker or agent (other than the Broker) who is entitled to a commission in connection with this Third Amendment. Each party agrees to indemnify and defend the other party against and hold the other party harmless from any and all claims, demands, losses, liabilities, lawsuits, judgments and costs and expenses (including, without limitation, reasonable attorneys' fees) with respect to any leasing commission or equivalent compensation alleged to be owing on account of the indemnifying party's dealings with any real estate broker or agent in connection with this Third Amendment, other than the Broker.

6. Time of Essence. Time is of the essence with respect to all provisions of the Lease, as hereby amended, and all provisions of this Third Amendment.

7. No Further Modification. Except as set forth in this Third Amendment, all of the terms and provisions of the Lease shall remain unmodified and in full force and effect. Tenant hereby acknowledges and agrees that it has no claims against Landlord in connection with the Lease, this Third Amendment, the Premises or the Building as of the Effective Date, and any such claims are hereby forever waived and relinquished. Tenant hereby ratifies and confirms all terms and provisions of the Lease as amended by this Third Amendment.

8. Counterparts. This Third Amendment may be executed in multiple counterparts, each of which is to be deemed original for all purposes, but all of which together shall constitute one and the same instrument.

9. Electronic Signatures. Each of the parties to this Third Amendment (i) has agreed to permit the use from time to time, where appropriate, of telecopy or other electronic signatures (including, without limitation, DocuSign) in order to expedite the transaction contemplated by this Third Amendment, (ii) intends to be bound by its respective telecopy or other electronic signature, (iii) is aware that the other will rely on such telecopied or other electronically transmitted signature, and (iv) acknowledges such reliance and waives any defenses to the enforcement of this Third Amendment and the documents affecting the transaction contemplated by this Third Amendment based on the fact that a signature was sent by telecopy or electronic transmission only.

10. WAIVER OF JURY TRIAL. LANDLORD AND TENANT DO HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, UNCONDITIONALLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION,

PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER WITH RESPECT TO WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS THIRD AMENDMENT, THE LEASE AS HEREBY AMENDED, THE BUILDING, THE PREMISES, ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN), TENANT'S USE OR OCCUPANCY OF THE PREMISES, ANY ACTION OR INACTION OF ANY PARTY, AND/OR THE RIGHT TO ANY STATUTORY RELIEF OR REMEDY. In the event of any such commencement of litigation or any other proceeding, the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred (including, without limitation, all costs and attorneys' fees in connection with any appeal), including any and all costs incurred in enforcing, perfecting and executing any judgment. Tenant agrees that it shall not interpose any counterclaim in a summary proceeding or in any action based on nonpayment of rent or any other payment required of Tenant hereunder.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Third Amendment has been executed as of the day and year indicated below.

LANDLORD:

MIAMI OFFICE 2, LLC,
a Delaware limited liability company

By: ^{DocuSigned by:} Chris Read
Name: Chris Read
Its: vice President

TENANT:

CITY OF CORAL GABLES,
a municipal corporation of the State of Florida

By: _____
Name: _____
Its: _____