# MEMORANDUM

Agenda Item No. 8(F)(2)

**TO:** Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners

**DATE:** October 21, 2025

**FROM:** Geri Bonzon-Keenan, County Attorney

**SUBJECT:** Resolution authorizing a permitted use Agreement with the National Association of Counties, as grantor and Miami-Dade County, as permitted user, for property located at Republic Square II Building, 660 North Capitol Street NW, Washington D.C. for a five year initial term, with two, five-year options to renew to be used by Miami-Dade County's Office of Intergovernmental Affairs ("OIA") and estimating a total fiscal impact to the County of $246,390.57 including both renewal terms if the options are exercised; directing the County Mayor to execute the permitted use Agreement, to exercise all rights conferred therein, and to take all actions necessary to effectuate same; all subject to certain conditions; and waiving Resolution No. R-130-06

Resolution No. R-1020-25

The accompanying resolution was prepared by the People and Internal Operations Department and placed on the agenda at the request of Prime Sponsor Commissioner Eileen Higgins.

Geri Bonzon-Keenan
County Attorney

GBK/ks

# Memorandum

**Date:** October 21, 2025

**To:** Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

**From:** Daniella Levine Cava Mayor

Daniella Levine Cava

**Subject:** Permitted Use Agreement between the National Association of Counties and Miami-Dade County

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**Executive Summary**

This item seeks approval from the Board of County Commissioners (Board) for the Permitted Use Agreement (Agreement) between Miami-Dade County (County) and the National Association of Counties (Grantor), a Delaware not-for-profit corporation. The Agreement pertains to approximately 180 square feet of office space located at 660 North Capitol Street NW, Washington, D.C. (Property). The office space has been occupied by the County's Office of Intergovernmental Affairs (OIA) since September 1, 2019, under the terms of a sublease approved by Resolution No. R-787-19. The current sublease expired on August 31, 2025. The proposed Agreement will allow for a five-year term with two renewal options, enabling OIA to maintain the County's presence in Washington, D.C.

**Recommendation**

It is recommended that the Board approve the terms of the Agreement between the County and the Grantor for the office located at 660 North Capitol Street NW, Washington D.C., allowing OIA to maintain a full-time presence in Washington, D.C. to better monitor federal legislation. More specifically, the resolution effectuates the following:

- Approves the permitted use agreement of a 180 square foot office space;
- Authorizes an initial permitted use term of five years, and two five-year option to renew; and
- Authorizes the County Mayor or Mayor's Designee to execute the Agreement.

**Scope**

The Property will continue to be used as OIA's full-time office, allowing OIA to monitor federal legislation and matters that have a countywide impact.

**Fiscal Impact/Funding Source**

The initial term of the Agreement is five years. For the first year, the rent will be $12,906.00, which includes $47.04 per square foot in base rent plus an estimated $24.66 representing the County's Proportioned Share of Passthroughs (Rent). The total fiscal impact for the full five-year term is $71,553.51, which includes $69,305.52 in Rent, plus a five percent management fee for People and Internal Operations Department's (PIOD) totaling $2,247.18.

There are two five-year renewal options in the Agreement. The fiscal impact for the initial term of the Agreement plus the two options to renew is estimated at $246,390.57. The funding source is the General Fund (Fund G101) assigned to OIA. The Proposed FY 25-26 Budget is found in Volume 2, page 19, Strategic Area: Policy Formulation, Intergovernmental Affairs.

Pursuant to Resolution No. R-333-15, PIOD has conducted an in-house survey of the comparable rental values in the area of the Property to determine the Property's market rental value. The findings are provided below:

- 400-444 N Capitol St NW, Washington D.C. - $60.00 per square foot in base rent (not including additional fees) on an annual basis.

- 50 F St NW, Washington D.C. - $65.00 per square foot in base rent (not including additional fees) on an annual basis.

**Track Record/Monitor**

The County has no record of negative performance issues with the Grantor. Robert Rodriguez from PIOD will be responsible for monitoring the Agreement on behalf of the County.

As required by Section 2-8.6.5 of the County Code, the following is the leadership and corporate officer structure of the Grantor:

Matt Chase, CEO/Executive Director
Danny Melgoza, Chief Operating Officer
Mark Ritacco, Chief Government Affairs Officer
Ashleigh Holand, Chief Program Officer
Teryn Zmuda, Chief Research Officer & Chief Economist
Bill Jasien, Executive Chairman of NACo EDGE

**Delegated Authority**

This item authorizes the County Mayor or the County Mayor's designee to execute the Agreement, to take all actions necessary to effectuate the Agreement, and to exercise all other rights conferred therein, including but not limited to, the right to exercise the optional renewal terms set forth in the Agreement and the right to terminate the Agreement.

**Background**

The Property has been subleased by the County since September 1, 2019, as authorized by Resolution No. R-787-19, which sublease expired on August 31, 2025. The Agreement, consistent with existing sublease, is governed by District of Columbia law, rather than Florida law, and requires the County to indemnify the Grantor and the Landlord without monetary limitation. Although the Grantor has not yet executed the Permitted Use Agreement, it has been reviewed and approved by the Grantor and is subject to the Landlord's prior approval which is a condition to the effectiveness of the Agreement. Both parties maintain the right to terminate the Agreement, without cause, by providing the other party with sixty days' advance written notice.

Carladenise Edwards
Chief Administrative Officer

# MEMORANDUM

**(Revised)**

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|---|---|---|---|
| **TO**: | Honorable Chairman Anthony Rodriguez<br>and Members, Board of County Commissioners | **DATE**: | October 21, 2025 |
| FROM: | Geri Bonzon-Keenan<br>County Attorney | **SUBJECT**: | Agenda Item No. 8(F)(2) |

**Please note any items checked.**

_______ **"3-Day Rule" for committees applicable if raised**

_______ **6 weeks required between first reading and public hearing**

_______ **4 weeks notification to municipal officials required prior to public hearing**

_______ **Decreases revenues or increases expenditures without balancing budget**

_______ **Budget required**

_______ **Statement of fiscal impact required**

_______ **Statement of social equity required**

_______ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_______ **No committee review**

_______ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve**

_______ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved ______________________ Mayor
Veto __________
Override __________

Agenda Item No. 8(F)(2)
10-21-25

RESOLUTION NO. R-1020-25

RESOLUTION AUTHORIZING A PERMITTED USE AGREEMENT WITH THE NATIONAL ASSOCIATION OF COUNTIES, AS GRANTOR AND MIAMI-DADE COUNTY, AS PERMITTED USER, FOR PROPERTY LOCATED AT REPUBLIC SQUARE II BUILDING, 660 NORTH CAPITOL STREET NW, WASHINGTON D.C. FOR A FIVE YEAR INTIAL TERM, WITH TWO, FIVE-YEAR OPTIONS TO RENEW TO BE USED BY MIAMI-DADE COUNTY'S OFFICE OF INTERGOVERNMENTAL AFFAIRS ("OIA") AND ESTIMATING A TOTAL FISCAL IMPACT TO THE COUNTY OF $246,390.57 INCLUDING BOTH RENEWAL TERMS IF THE OPTIONS ARE EXERCISED; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE PERMITTED USE AGREEMENT, TO EXERCISE ALL RIGHTS CONFERRED THEREIN, AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME; ALL SUBJECT TO CERTAIN CONDITIONS; AND WAIVING RESOLUTION NO. R-130-06

**WHEREAS,** this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein; and

**WHEREAS,** pursuant to Resolution No. R-787-19, in September 2019, the County entered into a sublease with the National Association of Counties (NACo) to be used by Miami-Dade County's Office of Intergovernmental Affairs ("OIA") for office space at the property located at 660 North Capitol Street NW, Washington D.C. ("Property"), which is located blocks from the Capitol; and

**WHEREAS,** the sublease included a five-year term which expired on August 31, 2025, and the County seeks to remain at the Property pursuant to a new agreement; and

**WHEREAS,** for over a decade, OIA has benefited from having a full-time office in Washington, D.C. to better monitor federal legislation; and

**WHEREAS,** numerous organizations, associations, and agencies currently occupy office space at the Property and participate in the national legislative process on state and local issues; and

**WHEREAS,** the County's Washington, D.C. presence has been highly successful to date, and by approving the permitted use agreement, attached hereto and incorporated herein as Exhibit "A", (Agreement) with an initial term of five years, with two five-year options to renew, the County can continue this effective presence,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that:

**Section 1.** The Board incorporates and approves the foregoing recitals as if fully set forth herein.

**Section 2.** This Board hereby approves the terms of the Agreement between NACo and Miami-Dade County, in substantially the form attached hereto as Exhibit "A" for the property located at the Republic Square II Building, 660 North Capitol Street, N.W., Suite 419, Washington D.C., to be utilized for a term of five years for a base rent in the total amount of $44,943.60 during such term, plus certain operating and related costs and expenses. The estimated fiscal impact including the two additional five-year terms if the options to renew are exercised is estimated at $246,390.57.

**Section 3.** This Board authorizes the County Mayor or County Mayor's designee to execute the Agreement for and on behalf of the County, conditioned upon obtaining the approval of the Landlord of the Master Lease and execution by NACo, to exercise any and all rights conferred therein, including but not limited to the right of termination, and to take all actions necessary to effectuate same.

**Section 4.** This Board waives Resolution No. R-130-06 requiring the execution of contracts by all parties before placement on any committee or commission agenda.

The foregoing resolution was offered by Commissioner **Marleine Bastien**, who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman **aye**
Kionne L. McGhee, Vice Chairman **aye**

| | | | |
|---|---|---|---|
| Marleine Bastien | **aye** | Juan Carlos Bermudez | **aye** |
| Sen. René García | **aye** | Oliver G. Gilbert, III | **aye** |
| Roberto J. Gonzalez | **aye** | Keon Hardemon | **aye** |
| Danielle Cohen Higgins | **aye** | Eileen Higgins | **aye** |
| Natalie Milian Orbis | **aye** | Raquel A. Regalado | **aye** |
| Micky Steinberg | **aye** | | |

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of October, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as to form and legal sufficiency. SMG

Debra Herman
Sophia Guzzo

# PERMITTED USE AGREEMENT

THIS PERMITTED USE AGREEMENT (the "Agreement") is made as of the ___________________day of _____________, 2025 (the "Effective Date") by and between **NATIONAL ASSOCIATION OF COUNTIES,** a Delaware not-for-profit corporation (the "Grantor") having an office at 660 N. Capitol Street, N.W., Washington, D.C. 20001, and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (the "Permitted User").

WITNESSETH:

WHEREAS, pursuant to that certain Office Lease Agreement dated as of October 5, 2015 (the "Original Prime Lease"), by and between 660 NC LLC, a Delaware limited liability company ("Landlord") (as successor-in-interest to 660 North Capitol Street Property LLC), as landlord, and Grantor, as tenant, as amended by that certain First Amendment to Office Lease Agreement dated December 20, 2023 (the "First Amendment to Prime Lease," herein referred to collectively with the Original Prime Lease as the "Prime Lease"), Landlord leased to Grantor certain office space (the "Leased Premises") located on the 3rd and 4th floors of the building located at 660 North Capitol Street, N.W., Washington, D.C. (the "Building"), as more particularly described and set forth in the Original Prime Lease; and

WHEREAS, pursuant to Section 7.6 of the Original Prime Lease, Grantor has the right to allow Permitted Users (as that term is defined in Section 7.6 of the Original Prime Lease) to use space within the Leased Premises, subject to the terms, conditions and provisions of such Section 7.6 of the Prime Lease, and Permitted User, as a member organization of Grantor, is a *bona fide* "Permitted User" as that term is defined in such Section 7.6 of the Original Prime Lease; and

WHEREAS, Grantor and Permitted User desire to memorialize the terms under which Permitted User shall have the right to use a portion of the Leased Premises (such portion, the "Use Space") consisting of approximately 180 rentable square feet and labeled "Suite 419" on Exhibit A, attached hereto and incorporated herein by this reference, all as more particularly hereinafter set forth below.

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

1. Recitals. The aforementioned recitals are incorporated into this Agreement and made a part hereof by this reference.

2. Use Rights. Grantor hereby grants to Permitted User the right to use the Use Space during the Term (hereafter defined), together with the right during the Term to use in common with the other occupants of the Leased Premises, the restroom and other common area amenities located within the Leased Premises (subject to any modifications thereto required by any governmental authority in connection with the obtaining of all permits and approvals required in connection with the Refurbishment Work (hereafter defined) to be performed therein by Grantor),

upon and subject to all of the terms, provisions, covenants, and conditions hereinafter set forth. Permitted User acknowledges and agrees that an emergency egress door shall be located in the Use Space, and that other occupants of the Leased Premises shall have the right to exit through such door, and through the Use Space, in the event of emergency.

3. Term.

(a) This Agreement shall be in full force and effect from the Effective Date hereof. The term of this Agreement shall commence on September 1, 2025 (the "Commencement Date"), and expire on August 31, 2030 (the "Expiration Date"), unless extended or sooner terminated as hereinafter provided. The sixty (60) month period commencing on the Commencement Date and ending on the Expiration Date is herein referred to as the "Term." Permitted User acknowledges that Permitted User is currently in possession of the Use Space pursuant to the Sublease (hereafter defined) and agrees that the Use Space shall be delivered to Permitted User on the Commencement Date in its then "as-is" condition, and that Grantor shall have no obligation to perform or undertake any improvements or alterations in or to the Use Space in connection with this Agreement or otherwise.

(b) At any time during the Term, Permitted User shall have the right to terminate this Agreement prior to the Expiration Date (as same may be extended by the First Option Term or the Second Option Term), provided that Permitted User delivers written notice ("Termination Notice") to Grantor at least sixty (60) days prior to the proposed effective date of such termination**.** In the event Permitted User desires to terminate this Agreement and delivers a Termination Notice as provided in this Section 2(b), Permitted User shall surrender the Use Space in accordance with the provisions of Section 4 herein no earlier than the sixtieth ($60^{th}$) and no later than the ninetieth (90th) day after Grantor's receipt of the Termination Notice. Notwithstanding any other provision of this Agreement to the contrary, this Agreement and all of Permitted User's rights hereunder shall automatically terminate, without prior notice, one (1) day prior to the date of termination of the Prime Lease for any reason, and Grantor shall have no liability of any kind or nature to Permitted User in such event. Grantor agrees to endeavor to provide Permitted User with prior written notice of the termination of the Prime Lease in the event that such is terminated prior to the Expiration Date (as same may be extended by the First Option Term or the Second Option Term) of this Agreement.

(c) (i) Subject to Grantor's exercise of its First Renewal Right pursuant to Section 3.8 of the Original Prime Lease and the provisions of this Section 3(c), and provided that no default of Permitted User is then continuing, Grantor hereby grants to Permitted User the right (the "First Option"), exercisable at Permitted User's option, to renew the Term for one (1) renewal term of five (5) years (the "First Option Term"), commencing at the expiration of the Term. Subject to Grantor's exercise of its Second Renewal Right pursuant to Section 3.8 of the Original Prime Lease and the provisions of this Section 3(c), and provided that the First Option has been properly exercised by Permitted User and the Agreement remains in full force and effect as of the expiration of the First Option Term and no default of Permitted User is then continuing, Grantor hereby grants to Permitted User the right (the "Second Option"), exercisable at Permitted User's option, to renew the Term for one (1) renewal term of five (5) years (the "Second Option Term"), commencing at the expiration of the First Option Term.

(ii) If exercised in accordance with the provisions of this Section 3(c), and if the conditions applicable thereto have been satisfied, the First Option Term shall commence immediately following the Expiration Date of the Term. If exercised in accordance with the provisions of this Section 3(c), and if the conditions applicable thereto have been satisfied, the Second Option Term shall commence immediately following the date of expiration of the First Option Term.

(iii) The First Option and the Second Option shall each be subject to, and shall be exercised in accordance with, the following terms and conditions:

(A) Permitted User shall exercise the First Option by giving Grantor written notice (the "First Option Notice") thereof no more than sixty (60) days after delivery by Grantor to Permitted User of written notice that Grantor has exercised the First Renewal Right pursuant to Section 3.8 of the Original Prime Lease. Grantor agrees that if Grantor elects not to exercise the First Renewal Right, Grantor will provide Permitted User with written notice of such election (the "First Non-Exercise Notice"). In the event Grantor delivers the First Non-Exercise Notice, or otherwise fails to properly exercise its First Renewal Right per the terms of the Prime Lease, then notwithstanding any provision of this Agreement to the contrary, the First Option shall automatically be rendered null, void, and of no further force or effect. Permitted User shall exercise the Second Option by giving Grantor written notice (the "Second Option Notice") thereof no more than sixty (60) days after delivery by Grantor to Permitted User of written notice that Grantor has exercised the Second Renewal Right pursuant to Section 3.8 of the Original Prime Lease. Grantor agrees that if Grantor elects not to exercise the Second Renewal Right, Grantor will provide Permitted User with written notice of such election (the "Second Non-Exercise Notice"). In the event Grantor delivers the Second Non-Exercise Notice, or otherwise fails to properly exercise its Second Renewal Right per the terms of the Prime Lease, then notwithstanding any provision of this Agreement to the contrary, the Second Option shall automatically be rendered null, void, and of no further force or effect.

(B) If the First Option Notice is not timely delivered to Grantor, then the First Option and the Second Option shall be automatically rendered null, void, and of no further force or effect. If the Second Option Notice is not timely delivered to Grantor, then the Second Option shall be automatically rendered null, void, and of no further force or effect. If the First Option Notice is timely delivered to Grantor, then except as otherwise set forth herein to the contrary, all of the then-effective terms, provisions, and conditions of this Agreement shall continue to apply during the First Option Term, and the term "Term," as used in this Agreement, shall be deemed to include the First Option Term. If the Second Option Notice is timely delivered to Grantor, then except as otherwise set forth herein to the contrary, all of the then-effective terms, provisions, and conditions of this Agreement shall continue to apply during the Second Option Term, and the term "Term," as used in this Agreement, shall be deemed to include the Second Option Term.

(C) During the First Option Term and the Second Option Term, the Annual Use Fee (hereafter defined) shall escalate by two and one-quarter percent (2.25%) on January 1st of each calendar year during each such term (including without limitation the first January 1st of each such term), and Permitted User shall continue to pay the Annual Use Fee in equal monthly installments per the provisions applicable to the Monthly Use Fee as set forth in Section 4(a), below. During the First Option Term and the Second Option Term, Permitted User shall continue to pay the Additional Monthly Fees (hereafter defined) in accordance with the provisions of Section 4(d), below.

4. Use Fee.

(a) Permitted User shall pay to Grantor, in lawful money of the United States, an annual use fee ("Annual Use Fee"), payable in equal monthly installments (the "Monthly Use Fee"), in accordance with the rent table set forth below. The Monthly Use Fee shall be due and payable in advance, on the first (1st) day of each calendar month during the Term, at the office of Grantor, or such other place as Grantor or may designate, without any notice, abatement, set-off or deduction of any kind whatsoever. Notwithstanding the foregoing, (i) Grantor agrees to provide monthly invoices to Permitted User on account of the Monthly Use Fee, and (ii) Permitted User shall pay the installment of the Monthly Use Fee for the month of September 2025 simultaneously with Permitted User's execution and delivery to Grantor of this Agreement and Grantor shall apply same to the Monthly Use Fee for said month.

| **Period** | **Annual Use Fee Per Square Foot** | Estimated Annual Additional Monthly Fees per SF * | **Monthly Use Fee** | Estimated Monthly Additional Monthly Fees | Estimated Monthly Fully Loaded Charge |
|---|---|---|---|---|---|
| September 1, 2025 – December 31, 2025 | $47.04 | $24.66 | $705.60 | $369.96 | $1,075.56 |
| January 1, 2026 – December 31, 2026 | $48.09 | $25.53 | $721.35 | $382.91 | $1,104.26 |
| January 1, 2027 – December 31, 2027 | $49.18 | $26.42 | $737.70 | $396.31 | $1,134.01 |
| January 1, 2028 – December 31, 2028 | $50.28 | $27.35 | $754.20 | $410.18 | $1,164.38 |
| January 1, 2029 – December 31, 2029 | $51.41 | $28.30 | $771.15 | $424.54 | $1,195.69 |
| January 1, 2030 – August 31, 2030 | $52.57 | $29.29 | $788.55 | $439.40 | $1,227.95 |

* the columns labeled "Estimated Annual Additional Fees per SF," "Estimated Monthly Additional Fees," and "Estimated Monthly Fully Loaded Charge," which assume 3.5% annual increase per calendar year, are estimates only, provided for informational purposes only and shall not be binding on the parties. Notwithstanding the amounts set forth in those columns, Permitted User's obligation to pay Permitted User's Proportionate Share of Tenant's Proportionate Share of Passthroughs shall be governed solely by the provisions of Section 4(d), below.

(b) Grantor and Permitted User agree that Permitted User shall have a ten (10) calendar day grace period after delivery to Permitted User of an invoice from Grantor on account of each installment of the Monthly Use Fee, each payment of the Additional Monthly Fees (hereafter defined), and any other amounts coming due hereunder from Permitted User to Grantor, before the failure to pay such installment or payment is deemed to be late. In the event of any late payment of any installment of the Monthly Use Fee, any payment of the Additional Monthly Fees, or other amount coming due hereunder, unless otherwise set forth in this Agreement, Grantor shall, at its option, charge Permitted User an addition Twenty-Five and NO/100 Dollars ($25.00) (the "Late Fee") in each instance. Any failure of Permitted User to pay any installment of the Monthly Use Fee, any payment of the Additional Monthly Fees, and any other amounts coming due hereunder from Permitted User to Grantor hereunder, within such ten (10) calendar day grace period shall constitute a default under this Agreement. Notwithstanding the foregoing, Grantor acknowledges that for each and every year during the Term of this Agreement, the Monthly Use Fee for the month of October will be late, as a result of Permitted User's performance of its end-of-year fiscal accounting, and agrees that no Late Fee shall be charged as a result of late payment of the Monthly Use Fee for the month of October in any year and such delay will not be deemed a default under this Agreement so long as such Monthly Use Fee is paid in full on or prior to December 31st of such year.

(c) In the event that Permitted User fails to pay to Grantor any installment of the Monthly Use Fee (except as set forth above with respect to the Monthly Use Fee for the month of October), any payment of the Additional Monthly Fees, or any other amount payable by Permitted User to Grantor pursuant to this Agreement, within the ten (10) calendar day grace period set forth in Section 4(b), above, such failure shall be a default hereunder and Grantor shall have all of the rights and remedies provided herein, and all of the rights and remedies of Landlord as set forth in the Prime Lease with respect to the non-payment of rent as if Grantor were Landlord and Permitted User were Tenant, along with all rights and remedies available to Grantor at law or in equity for such failure. Permitted User's obligation to pay the Monthly Use Fee, the Additional Monthly Fees, and any and all other amounts payable by Permitted User to Grantor pursuant to this Agreement shall be on account of the period from and after the Commencement Date and shall survive the Expiration Date (as same may be extended by the First Option Term or the Second Option Term) or sooner termination of this Agreement.

(d) Commencing on the Commencement Date, Permitted User shall pay to Grantor, in addition to the Annual Use Fee, the Additional Monthly Fees. The term "Additional Monthly Fees" means Permitted User's Proportionate Share (hereafter defined) of "Tenant's Proportionate Share of Passthroughs" (as that term is defined in the First Amendment to Prime Lease). The Additional Monthly Fees shall be due and payable, no more frequently than once per calendar month, within ten (10) calendar days after delivery to Permitted User of an invoice for same from Grantor. Such invoices shall be delivered as and when any payments on account of Tenant's Proportionate Share of Passthroughs become payable by Grantor to Landlord under the Prime Lease. The term "Permitted User's Proportionate Share" means the result obtained by multiplying one hundred percent (100%) by a fraction, the numerator of which is the number of square feet in the Use Space and the denominator of which is the number of square feet in the Leased Premises. As of the Effective Date, Permitted User's Proportionate Share is equal to .45%

(calculated as 180/39,987).

(e) Permitted User acknowledges that Grantor tenders payments of rental (including Tenant's Proportionate Share of Passthroughs) and/or other fees and/or charges to Landlord pursuant to the Prime Lease on a monthly basis by way of automated clearing house payments. Grantor agrees to provide Permitted User copies of all such payments to Landlord, evidencing payment of the same. Further, Grantor agrees that upon reconciliation of accounts with the Landlord, Grantor shall provide copies of such reconciliation to Permitted User, along with such other information and documentation as Permitted User may reasonably request with respect to such payments by Grantor to Landlord, so that Permitted User can reconcile its payments to Grantor.

5. Care, Surrender and Restoration of the Use Space.

(a) Without limiting any other provision of this Agreement or the Prime Lease, User shall take good care of the Use Space, suffer no waste or injury thereto and shall comply with all laws, orders and regulations which are imposed on Grantor, as tenant under the Prime Lease, and are applicable to the Use Space and/or Permitted User's use thereof. Upon the Expiration Date (as same may be extended by the First Option Term or the Second Option Term) or sooner termination of this Agreement, Permitted User shall quit and surrender the Use Space to Grantor in the condition such Use Space was in on the Commencement Date, broom clean, in good order and condition, ordinary wear and tear excepted.

(b) Grantor and Permitted User acknowledge and agree that the Furniture (hereafter defined) is currently present in the Use Space and that Permitted User shall have the right to use such Furniture during the Term without any additional cost or expense to Permitted User, provided that Grantor makes no representations or warranties of any kind or nature with respect to the Furniture and Permitted User hereby indemnifies, holds harmless and agrees to defend Grantor from and against any and all claims, demands, costs, expenses, damages, and/or liabilities of any and all kinds or nature with respect to the condition or use of such Furniture. The term "Furniture" means:

(i) Two office chairs; and
(ii) Two office desks; and
(iii) One small conference room table (for 2-3 people)

(c) Upon the Expiration Date (as same may be extended by the First Option Term or the Second Option Term) or sooner termination of this Agreement, Permitted User shall remove from the Use Space at its sole expense all of its personal property. Upon removal of Permitted User's property from the Use Space, Permitted User shall, at its sole expense, promptly repair and restore the Use Space to the condition existing prior to the placement of such personal property upon the Use Space and repair any damage to the Use Space and/or the Building related to such removals, so as to restore the Use Space and/or the Building to the condition required under subsection 5(a) above, or, at Grantor's election, as may otherwise be reasonably required under the Prime Lease. All property permitted or required to be removed by Permitted User upon the Expiration Date (as same may be extended by the First Option Term or the Second Option Term) or sooner termination of this Agreement remaining on the Use Space thirty (30) days after such

Expiration Date (as same may be extended by the First Option Term or the Second Option Term) or sooner termination shall be deemed abandoned and may, at the election of Grantor, either be retained as Grantor's property or may be removed from the Use Space by Grantor, at Permitted User's expense. Any such expenses shall be paid by Permitted User to Grantor upon demand therefor (and Permitted User's obligation to pay such expenses shall survive the expiration or earlier termination of this Agreement).

6. Use. Permitted User shall use the Use Space, subject to the terms of the Prime Lease, solely for general office use, and for no other purpose.

7. Incorporation of terms of Prime Lease. Grantor and Permitted User agree that this Agreement is subject and subordinate to the Prime Lease and to the matters to which the Prime Lease is or shall be subordinate. The terms, provisions, covenants, stipulations, conditions, rights, obligations, remedies and agreements of the Prime Lease are incorporated into this Agreement by reference and made a part hereof as if herein set forth at length, and shall, as between Grantor and Permitted User (as if they were the Landlord and Tenant, respectively, under the Prime Lease and as if the Use Space were the Premises demised under the Prime Lease), constitute the terms of this Agreement, including without limitation, the late payment fee and interest on past due rent, except to the extent that such terms do not expressly relate to the Use Space or are expressly inapplicable to, or expressly modified or eliminated by, or otherwise addressed by, the terms of this Agreement. Notwithstanding the foregoing provisions of this Agreement to the contrary, it is expressly understood and agreed that Sections 3.1, 3.2, 3.5, 3.6, 15.2, 21.3, Articles XI and XXVI of the Original Prime Lease, and Exhibit B (Leasehold Improvements) of the Original Prime Lease shall not be applicable with respect to this Agreement or the Use Space. Grantor and Permitted User each agree to observe and be bound by each and every covenant, condition and provision of the Prime Lease insofar as any such covenant, condition or provision affects the Use Space or Permitted User's use thereof. Permitted User acknowledges that it has reviewed and is familiar with the Prime Lease, and Grantor represents that the first page of the Original Prime Lease, along with the entirety of the First Amendment to Prime Lease, are attached hereto as Exhibit B, which Exhibit B is incorporated herein by this reference.

8. Covenants with Respect to the Prime Lease. Except as otherwise expressly provided herein, all acts to be performed and all of the terms and provisions to be observed by Grantor with respect to the Premises, as Tenant under the Lease, shall be performed and observed by Permitted User with respect to the Use Space. Permitted User covenants and agrees that Permitted User shall not do anything that would constitute a default under the Prime Lease or omit to do anything that Permitted User is obligated to do under the terms of this Agreement so as to cause a default under the Prime Lease.

9. Utilities, Services, Access.

(a) Notwithstanding anything to the contrary contained in this Agreement, with respect to the utilities and services to be provided or performed by Landlord under the Prime Lease, Grantor shall not be obligated to provide or perform such utilities or services for Permitted User or the Use Space, including without limitation, heat, electricity, air conditioning, elevator service, cleaning, window washing or trash removal services; however, Grantor shall exercise reasonable efforts to obtain such utilities and services for the Use Space from the Landlord pursuant to and in accordance with the terms of the Prime Lease. Permitted User shall be responsible for any and all additional costs incurred by Grantor in connection with this Agreement, whether due to extra services provided to Permitted User or otherwise, so long as the Grantor has first secured the written approval of the Permitted User, authorizing the Grantor to undertake such additional costs, or provide extra services to the Permitted User.

(b) Grantor and Permitted User both acknowledge and agree that the Permitted User shall have access to the Use Space during all hours which Grantor has access to the Premises lease under the Prime Lease; however, should the Landlord impose a cost or charge for the use of electricity, heat, or air conditioning for any weekend or after-hours use of the Premises, Grantor shall notify the Permitted User of such cost and/or charge and such cost and/or charge shall be payable by Permitted User to Grantor, upon demand, without additional mark-up or fee imposed by Grantor.

10. Maintenance and Repair of Use Space. Grantor hereby agrees to use reasonable efforts to enforce Landlord's obligations under the Prime Lease with respect to maintaining the Use Space, including janitorial, trash removal (emptying of waste paper baskets), dusting, vacuuming, general cleaning, and pest control. In addition, Grantor also acknowledges and agrees that the Landlord and/or the Grantor are responsible for any and all requirements pertaining to the Americans with Disabilities Act, and any and all related laws and ordinances (except to the extent that compliance with same is required as a direct result of the acts or omissions of Permitted User).

11. Representations and Warranties. Each party represents and warrants to the other that it has the power and authority to enter into this Agreement, and that this Agreement is the valid and binding obligation of such party and is enforceable against it in accordance with its terms.

12. Indemnification. Permitted User agrees to indemnify and defend Grantor, Grantor's agents, employees, and contractors, and Landlord (collectively referred to as the "Indemnified Party") against and hold each Indemnified Party harmless from any and all loss, damage, cost, liability, claims, or expense (including, without limitation, reasonable attorneys' fees and related disbursements) incurred by or asserted against such Indemnified Party by reason of (a) any injuries to persons or damage to property occurring in, on or about the Use Space, other than those arising from the negligence or willful misconduct of such Indemnified Party, (b) any work or thing whatsoever done or condition created by Permitted User in, on or about the Use Space or the Building, (c) any act or omission of Permitted User, its agents, contractors, servants, employees, invitees or licensees, or (d) any failure by Permitted User to perform or observe any of the covenants and obligations required of Permitted User under this Agreement, including without limitation, any breach of the Prime Lease caused or permitted by Permitted User and/or any failure to surrender the Use Space as and when required under this Agreement. In addition to, and not in limitation of the foregoing, wherever the Grantor as tenant under the Prime Lease has agreed to indemnify the Landlord, so in this Agreement, Permitted User likewise agrees to indemnify Grantor and Landlord with respect to the Use Space and the use of or entry upon the Use Space and other portions of the Building by Permitted User, its agents, contractors, servants, employees, invitees or licensees. Permitted User's obligations under this Section shall survive the expiration or termination

of this Agreement.

13. Default of Landlord. Grantor shall not be liable to Permitted User for any default of Landlord under the Prime Lease. Permitted User acknowledges and agrees that Grantor shall not be responsible for a breach of any of the representations and warranties of the Landlord under the Prime Lease. In addition, notwithstanding the incorporation of the terms of the Prime Lease, Grantor and Permitted User acknowledge and agree that Grantor is not responsible or liable for making any repairs or restoration (including but not limited to the event of any casualty or condemnation) to the Use Space or otherwise complying with any of Landlord's obligations or providing any of the services and/or utilities required to be provided by Landlord under the Prime Lease, and that Grantor's sole obligation with respect thereto shall be to promptly make demand upon Landlord for the performance Landlord's obligations under the Prime Lease following Grantor's receipt of Permitted User's written request, and thereafter to use its commercially reasonable good faith efforts to take such action as is reasonably required to cause Landlord to comply with Landlord's obligations under the Prime Lease. Permitted User shall not have any claim against Grantor by reason of Landlord's failure or refusal to comply with any of the provisions of the Prime Lease. This Agreement shall remain in full force and effect notwithstanding Landlord's failure or refusal to comply with any such provisions of the Prime Lease and Permitted User shall pay the Annual Use Fee and all other charges provided for herein. Permitted User further covenants not to take any action or do or perform any act or fail to perform any act which would result in the failure or breach of any of the covenants, agreements, terms, provisions or conditions of the Prime Lease on the part of Grantor thereunder.

14. Approvals and Consents. Notwithstanding anything to the contrary contained in this Agreement, Landlord's consent or approval shall be required for all matters under this Agreement for which the approval or consent of Landlord is required under the Prime Lease (including without limitation the performance or construction of any alterations, modifications, or additions to the Use Space). Permitted User shall be responsible for the payment of any and all fees or charges of any nature whatsoever which are required to be paid under the Prime Lease in connection with or as a condition to obtaining Landlord's consent to any matter requested by Permitted User and Grantor shall suffer and incur no liability to Permitted User for any failure to obtain any Landlord's consent. Grantor represents that to Grantor's actual knowledge, all conditions set forth in Section 7.6 of the Original Prime Lease have been satisfied in order to allow the use of the Use Space by Permitted User pursuant to this Agreement without the consent of Landlord, provided that Permitted User at all times uses the Use Space only for the permitted use under Article VI of the Original Prime Lease and such use does not have any material adverse impact on the operations of the Building. In satisfaction of the conditions set forth in such Section 7.6, Grantor and Permitted User hereby agree that this Agreement does not grant, and shall not be deemed to have granted, any real property interest in the Use Space or any portion of the Premises to Permitted User or create any leasehold interest therein. All rights granted to Permitted User hereunder are personal to Permitted User.

15. Right of Quiet Enjoyment. Grantor hereby acknowledges and agrees that the Permitted User has the right to quietly enjoy the Use Space for the Term of this Agreement, without hindrance or molestation by the Grantor, or anyone claiming by, through or under the Grantor, subject to the terms, covenants, and conditions of this Agreement. In furtherance of

Permitted User's right to quiet enjoyment, and to the extent that the Grantor is obligated or otherwise required to do so, the Grantor shall timely pay any and all charges, fines, assessments, and/or taxes payable by Grantor as tenant under the Prime Lease so as not to jeopardize the Permitted User's use and occupancy of the Use Space.

16. Non-Monetary Default of Permitted User. In the event Permitted User receives from Grantor any notice to cure any non-monetary default of Permitted User hereunder and Permitted User fails to cure such default within thirty (30) calendar days after delivery of such notice, such failure shall be a default under this Agreement (provided that, so long as the Permitted User has commenced the work to cure such default within such thirty (30) calendar day period, and diligently pursues the cure of such default to completion within an additional thirty (30) calendar day period, Permitted User shall not be in default of this Agreement). In the event Permitted User receives from Grantor any notice to cure any non-monetary default under the Prime Lease pursuant a notice sent to Grantor by Landlord pursuant to the Prime Lease pertaining to an obligation of the Permitted User, and Permitted User fails to cure such default at least three (3) calendar days prior to the time required of Grantor by Landlord for the cure thereof, such failure shall be a default under this Agreement. In the event of any non-monetary default of Permitted User under this Agreement, Grantor shall have all of the rights and remedies provided herein, and all of the rights and remedies of Landlord as set forth in the Prime Lease with respect to a non-monetary default as if Grantor were Landlord and Permitted User were Tenant, along with all rights and remedies available to Grantor at law or in equity for such default.

17. Assignment and Subletting. Notwithstanding anything to the contrary contained in the Prime Lease, Permitted User, for itself, its successors and assigns, expressly covenants that it shall not assign, whether by operation of law or otherwise, or pledge or otherwise encumber this Agreement, or sublet or allow the use by any third party of all or any part of the Use Space. Any attempted assignment, subletting, or any other use or occupancy agreement, shall be void and of no force and effect. Grantor reserves the right to transfer and assign its interest in and to this Agreement to any entity or person succeeding to Grantor's interest in and to the Prime Lease.

18. Insurance.

(a) Permitted User shall obtain and keep in full force and effect during the Term with regard to the Use Space, at its sole cost and expense, commercial general public liability insurance, property damage insurance, and fire and extended coverage insurance and any other insurance coverage required to be obtained by Grantor, as tenant under the Prime Lease, and such insurance coverage shall be in the nature and amounts set forth therein. Such insurance policies shall name Grantor and Landlord (and such other person as Grantor may request by notice to Permitted User from time to time) as additional insureds thereunder. Any reference to Landlord in the provisions of the Prime Lease relating to the tenant's insurance requirements thereunder shall include both Grantor and Landlord. Permitted User shall pay all premiums and charges for such insurance. If Permitted User shall fail to obtain such insurance, Grantor may, but shall not be obligated to, obtain the same, in which event the amount of the premium paid by Grantor shall be paid by Permitted User to Grantor upon Grantor's demand therefor and shall be collectible by Grantor in the same manner and with the same remedies as though said sums were part of the Monthly Use Fee reserved hereunder.

(b) On or before the date of this Agreement, Permitted User shall furnish to Grantor and Landlord certificates evidencing the aforesaid insurance coverage, and renewal certificates shall be furnished to Grantor and Landlord at least thirty (30) days prior to the expiration of each policy for which a certificate was theretofore furnished. All insurance policies required of Permitted User hereunder shall provide that Grantor and Landlord will be given at least thirty (30) days prior written notice of any cancellation or material change in the policy, or any other expiration or defaults thereunder.

(c) Permitted User acknowledges that neither Landlord nor Grantor will carry any insurance in favor of Permitted User, or covering any of Permitted User's furniture, fixtures, equipment, improvements, appurtenances or other property located in or about the Use Space.

(d) Notwithstanding the foregoing, for so long as the initial named Permitted User as specified in the opening paragraph of this Agreement remains the sole occupant of the Use Space, Permitted User shall have the right to self-insure in lieu of obtaining the insurance described above. Any such self-insurance shall be deemed the functional equivalent of third-party insurance for all purposes of this Agreement, including without limitation the release and waiver of subrogation set forth in Section 19, below.

19. Release and Waiver of Subrogation. Any property damage, fire or extended coverage insurance policy obtained by Permitted User, and covering the Use Space or the personal property, fixtures and equipment located therein or thereon, shall contain an endorsement pursuant to which the respective insurance companies waive subrogation against Landlord andGrantor. Permitted User hereby releases Grantor and Landlord to the limits of the coverage of the insurance policies required to be held by Permitted User under this Agreement with respect to any claim (including a claim for negligence) which it might otherwise have against Grantor and Landlord for loss, damage or destruction with respect to its property.

20. Holdover. If Permitted User shall not immediately surrender the Use Space on the Expiration Date (as same may be extended by the First Option Term or the Second Option Term) or date of earlier termination of the Term, then notwithstanding any provision hereof to the contrary, such shall be an immediate default hereunder without further notice or opportunity to cure. In addition, without limiting any rights and remedies of Grantor set forth herein or available to Grantor at law or in equity, Permitted User shall pay to Grantor, for each calendar month or part thereof following the Expiration Date (as same may be extended by the First Option Term or the Second Option Term), or any earlier termination of this Permitted Use Agreement, that Permitted User fails to deliver possession of the Use Space in the condition required by this Permitted Use Agreement (the "Holdover Period"), a Monthly Use Fee in an amount equal to one hundred twenty-five percent (125%) of the Monthly Use Fee currently in effect at that time plus all amounts accruing pursuant to Section 4(d), above, during such Holdover Period (collectively, the "Holdover Fee"). In addition, Permitted User shall indemnify and hold Grantor harmless from and against any and all costs, expenses, liabilities, and damages of any kind or nature (including attorneys' fees) resulting from such holding over, including without limitation, all consequential damages suffered or sustained by Grantor as a result of Grantor's inability to use the Use Space, surrender

possession of the Use Space or the Leased Premises to Landlord (including without limitation all holdover rent for the entire Leased Premises), or deliver (or delay in delivering) the Use Space to any other prospective user of the Use Space, or otherwise. The acceptance by the Grantor of the Holdover Fee shall not be deemed an express or implied consent by the Grantor to the holdover of the Permitted User in the Use Space.

21. Notices.

(a) Any notice, demand or communication required or desired hereunder by either party to the other shall be in writing and shall be sent by certified or registered mail, return receipt requested, first class, postage prepaid, or by a recognized national overnight courier, to the party for whom intended. Either party may, by like written notice, designate a new address to which such notice, demand or communication shall thereafter be given.

To Grantor: National Association of Counties
660 N. Capitol Street, N.W.
Washington, D.C. 20001
Attention: Executive Director

with a copy to: Tenenbaum & Saas, P.C.
4504 Walsh Street, Suite 200
Chevy Chase, Maryland 20815
Attn: Caroline Semancik, Esq.

To Permitted User: Office of Intergovernmental Affairs
Miami-Dade County
111 N.W. First Street, Suite 1032
Miami, Florida 33128
Attention: Director

with a copy to: People and Internal Operations Department
Miami-Dade County
111 N.W. First Street, Suite 2460
Miami, Florida 33128 Attention: Director

with a copy to: County Attorney's Office
111 N.W. First Street, 28th Floor
Miami, Florida 33128

(b) Permitted User shall promptly after receipt of a notice or other communication from the Landlord, furnish to the Grantor by hand delivery, or by Certified Mail, Return Receipt Requested, a copy of any such notice, demand or other communication received from Landlord with respect to the Use Space.

22. Termination of Prior Agreements. The parties agree that, effective as of the Commencement Date, (a) any and all prior agreements (including without limitation that certain Agreement of Sublease dated October 1, 2019 (the "Sublease")) between the parties with respect to the Use Space or any other portion of the Leased Premises, and any and all rights or obligations of the parties pursuant to any and all such prior agreements, is/are hereby terminated and rendered null, void, and no further force and effect, and (b) effective as of the Commencement Date, each party hereto fully and finally releases the other party from any and all obligations arising under any and all such prior agreements (including without limitation, the Sublease); provided that none of the foregoing shall be deemed to release Permitted User from liability for the payment of any sums which have become due and payable under the Sublease as of the Commencement Date except for (i) the Monthly Base Rent (as that term is defined in the Sublease) due under the Sublease for the calendar months of January through November, 2024, and (ii) all amounts due under the provisions of Section 4(e) of the Sublease for the calendar months of January through November, 2024; and further provided that the indemnification obligations of the parties pursuant to the Sublease shall survive the foregoing termination and release. Grantor and Permitted User hereby declare, confirm, acknowledge and agree that, notwithstanding any provision of the Sublease to the contrary, (a) the Sublease did not and does not grant to Permitted User any real property interest in the Leased Premises or the Use Space or in Grantor's leasehold interest (as tenant under the Prime Lease) therein, and (b) each of them hereby specifically disclaims any intent to create any leasehold rights or relationship of landlord and tenant pursuant to or in any way in connection with the Sublease, and further specifically agree that the Sublease shall in no event be construed as creating such relationship.

23. Refurbishment Work. Permitted User acknowledges that, pursuant to the terms of the First Amendment to Prime Lease, Grantor intends (but shall not be obligated) to perform certain Refurbishment Work (as that term is defined in the First Amendment to Prime Lease) to the Leased Premises, including without limitation the Use Space. Permitted User hereby agrees to the performance by Grantor (and its employees and contractors) of the Refurbishment Work, both within and outside of the Use Space, and to any interference with Permitted User's business operations or use of the Use Space which results therefrom, and further agrees to provide Grantor (and its employees and contractors) with access to the Use Space during and after business hours from and after the Effective Date for the purpose of performing the Refurbishment Work. Grantor agrees to provide Permitted User with a minimum of forty-eight (48) hours' advance notice (which may be oral or delivered via email) prior to commencement of any Refurbishment Work within the Use Space. Permitted User agrees that the performance of the Refurbishment Work shall not be deemed a breach of any of Permitted User's rights hereunder or otherwise entitle Permitted User to any abatement of or reduction in the Annual Use Fee (or other amounts payable hereunder) or to any other remedy whatsoever. Permitted User further agrees that, upon no less than five (5) business days' prior notice from Grantor (which may be oral or delivered via email), Grantor will temporarily vacate the Use Space in order to facilitate the performance of the Refurbishment Work. In the event that Grantor so notifies Permitted User of the requirement for such vacation of the Use Space, Grantor will provide alternate office space (to be identified by Grantor) within the Building for Permitted User's use during the period of such vacation. The use and occupancy of such alternate office space shall be subject to all of the terms, conditions and provisions of this Agreement as if such alternate office space were the Use Space. Within five (5) business days

after notice from Grantor (which may be oral or delivered via email), Permitted User shall vacate the alternate office space (leaving same in the condition required by this Agreement) and relocate to the Use Space.

24. Miscellaneous.

(a) This Agreement may not be extended, renewed, terminated (other than in accordance with the terms hereof), or otherwise modified except by an instrument in writing signed by the party against whom enforcement of any such modification is sought.

(b) It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement. This Agreement has been entered into after full investigation, neither party relying upon any statement, representation or warranty made by the other not embodied in this Agreement.

(c) The section headings appearing herein are for purposes of convenience only and are not deemed to be a part of this Agreement.

(d) The provisions of this Agreement shall be governed by and construed in accordance with the laws of the District of Columbia. Any action or proceeding in connection with any matter arising out of or in any way connected with this Agreement, Permitted User's use or occupancy of the Use Space, and/or any claim for injury or damage related thereto shall be brought and maintained in the Federal District Court for the Federal District in which the Building is located, or the applicable state court for the county in which the Building is located.

(e) Time is of the essence as to the obligations contained in this Agreement.

(f) Grantor and Permitted User each hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other in connection with any matter arising out of or in any way connected with this Agreement, Permitted User's use or occupancy of the Use Space, and/or any claim for injury or damage.

(g) Grantor and Permitted User each hereby agree that neither shall be permitted to record this Agreement nor any memorandum nor assignment thereof.

(h) Grantor and Permitted User each hereby agree that, except as otherwise expressly set forth in this Agreement, each party shall be solely responsible for their own attorneys' fees, professional fees, court costs, and related expenses associated with any claim, suit, and/or cause of action, of any kind or nature, including, but not limited to any appellate proceedings, relating to this Agreement.

(i) Permitted User represents that it has dealt with no broker or agent in connection with this First Amendment and Permitted User shall hold Grantor harmless from and against any and all liability, loss, damage, expense, claim, action, demand, suit or obligation arising out of or relating to a breach by Permitted User of such representation.

(j) This Agreement may be transmitted between the parties (or their legal counsel) by facsimile or by electronic correspondence in portable document format. The parties intend that signatures distributed by facsimile or electronic correspondence shall constitute original signatures and that such transmission of this Agreement containing signatures of all of the parties shall constitute good and valid delivery of this Agreement by the parties hereto for all purposes and shall be binding on all such parties. This Agreement may be executed in two (2) or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Permitted Use Agreement has been duly executed as of the day and year first above written.

WITNESS/ATTEST
:

________________

GRANTOR:

NATIONAL ASSOCIATION OF COUNTIES, a Delaware not-for-profit corporation

By:__________________________[seal]
Name: ________________________
Title: _________________________

PERMITTED USER:

WITNESS/ATTEST

________________

MIAMI-DADE COUNTY,
a political subdivision of the State of Florida

By:__________________________[seal
] Name: Daniella Levine Cava
Title: Mayor

**EXHIBIT A**

**Plan of Premises**

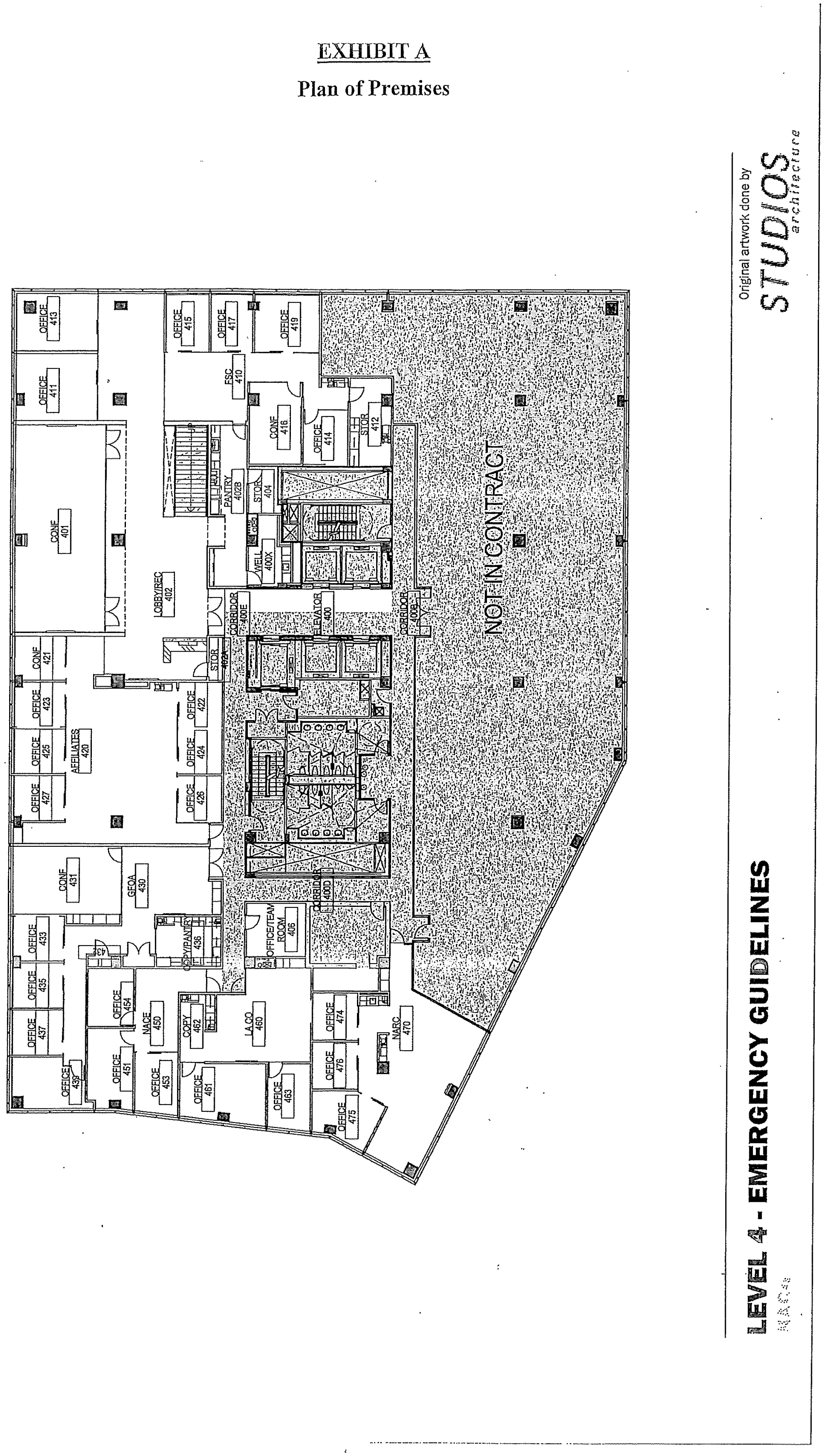

EXHIBIT B

First Page of Prime Lease and First Amendment to Prime Lease

*(see attached)*

## OFFICE LEASE AGREEMENT

**THIS OFFICE LEASE AGREEMENT** (this "Lease") is dated as of the 5th day of October 2015, by and between **660 NORTH CAPITOL STREET PROPERTY LLC**, a Delaware limited liability company ("**Landlord**"), and **NATIONAL ASSOCIATION OF COUNTIES**, a Delaware not-for-profit corporation ("**Tenant**").

ARTICLE I
DEFINITIONS

1.1 **Building:** an eight story above grade building deemed to contain one hundred ninety four thousand four hundred sixty five (194,465) square feet of office rentable area ("**Office Area**") and one hundred ninety eight thousand three hundred four (198,304) square feet of total building rentable area ("**Total Area**"), located at 660 North Capitol Street, N.W., Washington, DC 20001-1431, and known as Republic Square II.

1.2 **Premises:** deemed to contain thirty nine thousand nine hundred eighty seven (39,987) square feet of rentable area consisting of (i) all of the rentable area (twenty four thousand five hundred eleven (24,511) square feet of rentable area) on the third (3rd) floor of the Building, and (ii) fifteen thousand four hundred seventy six (15,476) square feet of rentable area) on a portion of the fourth (4th) floor of the Building, as more particularly designated on Exhibits A-1 and A-2, measured in accordance with the BOMA Standards as provided in Section 27.18.

**1.3 Lease Term:** From the Lease Commencement Date and continuing through the last day of the calendar month in which the expiration of one hundred eightieth (180) months from the Rent Commencement Date occurs.

1.4 Base Rent: an annual amount payable as follows:

| Lease Year | Annual Rate per Rentable Square Foot of Premises | Monthly Installment | Annual Installment |
|---|---|---|---|
| 1 | $62.00 | None - Rent Abated | None – Rent Abated |
| 2 | $63.550 | $211,764.49 | $2,541,173.88 |
| 3 | $65.139 | $217,059.42 | $2,604,713.10 |
| 4 | $66.767 | $222,484.33 | $2,669,812.00 |
| 5 | $68.436 | $228,045.85 | $2,736,550.30 |
| 6 | $70.147 | $233,747.33 | $2,804,968.00 |

## FIRST AMENDMENT TO OFFICE LEASE AGREEMENT

**THIS FIRST AMENDMENT TO OFFICE LEASE AGREEMENT** (this "**Amendment**") is made effective as of December 20, 2023 (the "**Effective Date**"), by and between **660 NC LLC**, a Delaware limited liability company ("**Landlord**"), and **NATIONAL ASSOCIATION OF COUNTIES**, a Delaware not-for-profit corporation ("**Tenant**").

**W I T N E S E T H:**

**WHEREAS**, pursuant to that certain Office Lease Agreement dated as of October 5, 2015, by and between 660 North Capitol Street Property LLC (as Landlord's predecessor-in-interest) (the "**Original Landlord**") and Tenant (collectively, the "**Original Lease**"), Landlord leased to Tenant approximately 39,987 square feet of space located on the 3rd and 4th floors (the "**Premises**") in a building located at 660 North Capitol Street, N.W., Washington, D.C., as more particularly set forth in the Original Lease.

**WHEREAS**, Landlord succeeded to the interest of Original Landlord in the Original Lease pursuant to that certain Substitute Trustee's Deed dated December 19, 2023 and recorded on December 20, 2023 as Instrument No. 2023113775 in the land records for the District of Columbia;

**WHEREAS**, the Lease Term of the Original Lease is currently scheduled to expire on October 31, 2032, subject to Tenant's Termination Right effective as of October 31, 2026 pursuant to Section 3.9 of the Original Lease.

**WHEREAS**, Landlord and Tenant desire to amend the Lease to (i) extend the Lease Term of the Original Lease (and replace Tenant's Termination Right, with a new Termination Right effective on a later date than the original Termination Right), (ii) as of the Rent Modification Date, modify the Base Rent, and (iii) modify certain other provisions of the Original Lease, all upon the terms and conditions hereinafter provided.

**NOW THEREFORE**, in consideration of the foregoing Premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated in this Amendment and made a part hereof by this reference.

2. **Definitions.** All capitalized terms used herein shall have the meanings ascribed to them in the Original Lease, unless otherwise defined herein. The Original Lease as amended by this Amendment is referred to herein as the "**Lease**".

3. **Confirmation of Premises.** Landlord and Tenant confirm that for all purposes under the Lease: (a) the Premises are deemed to contain 39,987 square feet of rentable area consisting of 24,511 square feet of rentable area on the third (3rd) floor of the Building and 15,476 square feet of rentable area on the fourth (4th) floor of the Building, (b) the Total Area of the Building is deemed to be 198,304 square feet of rentable area, and (c) the Office Area of the Building is deemed to be 194,465 square feet of rentable area. Landlord shall have no right to relocate the Premises during the Lease Term, nor any right to relocate any of Tenant's equipment (including without limitation Tenant's Supplementary System) from the location(s) existing on the Effective Date of this Amendment, except as expressly contained in Article XXVI of the Original Lease with respect to relocation of Tenant's Satellite Dish Equipment, which right shall remain in full force and effect.

4. **Lease Term.** The Lease Term is hereby extended through (and will expire on) December 31, 2039, unless further extended or earlier terminated in accordance with the terms of the Lease. The extension of the Lease Term as set forth herein does not constitute an exercise of the Tenant's Renewal Rights set forth in Section 3.8 of the Original Lease, and both the First Renewal Right and the Second Renewal Right set forth in Section 3.8 of the Original Lease remain in full force and effect, but Tenant shall have no other rights to renew or extend the Lease Term.

5. **Base Rent**.

   (a) Prior to January 1, 2024 (the "**Rent Modification Date**"), Tenant shall continue to remain liable for the Base Rent due and payable in accordance with the terms of the Original Lease.

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(b) Commencing on the Rent Modification Date and continuing through the expiration of the Lease Term (*i.e.*, December 31, 2039), and subject to abatement as set forth in Section 7 below, Base Rent payable for the Premises shall be due and payable in the following amounts:

| Time Period | Annual Rental Rate per Rentable Square Foot of Premises | Annual Installment | Monthly Installment |
|---|---|---|---|
| January 1, 2024- December 31, 2024 | $46.00 | $1,839,402.00 | $153,283.50 |
| January 1, 2025- December 31, 2025 | $47.04 | $1,880,788.55 | $156,732.38 |
| January 1, 2026- December 31, 2026 | $48.09 | $1,923,106.29 | $160,258.86 |
| January 1, 2027- December 31, 2027 | $49.18 | $1,966,376.18 | $163,864.68 |
| January 1, 2028- December 31, 2028 | $50.28 | $2,010,619.64 | $167,551.64 |
| January 1, 2029- December 31, 2029 | $51.41 | $2,055,858.58 | $171,321.55 |
| January 1, 2030- December 31, 2030 | $52.57 | $2,102,115.40 | $175,176.28 |
| January 1, 2031- December 31, 2031 | $53.75 | $2,149,413.00 | $179,117.75 |
| January 1, 2032- December 31, 2032 | $54.96 | $2,197,774.79 | $183,147.90 |
| January 1, 2033- December 31, 2033 | $56.20 | $2,247,224.72 | $187,268.73 |
| January 1, 2034- December 31, 2034 | $57.46 | $2,297,787.28 | $191,482.27 |
| January 1, 2035-December 31, 2035 | $58.76 | $2,349,487.49 | $195,790.62 |
| January 1, 2036- December 31, 2036 | $60.08 | $2,402,350.96 | $200,195.91 |
| January 1, 2037- December 31, 2037 | $61.43 | $2,456,403.86 | $204,700.32 |
| January 1, 2038- December 31, 2038 | $62.81 | $2,511,672.95 | $209,306.08 |
| January 1, 2039- December 31, 2039 | $64.23 | $2,568,185.59 | $214,015.47 |

**6. Additional Rent.**

(a) Prior to the Rent Modification Date, in addition to the Base Rent due under the Lease, Tenant shall continue to pay all additional rent coming due under the Original Lease, specifically including without limitation: (i) Tenant's Proportionate Share of increases in Operating Charges over the Base Year Operating Charges pursuant to the terms of Section 5.2(a)(1) of the Original Lease; (ii) Tenant's Proportionate Share of increases in Office Specific Charges over the Base Year Office Specific Charges pursuant to the terms of Section 5.2(a)(2) of the Original Lease, and (iii) Tenant's Proportionate Share of increases in Real Estate Taxes over the Base Year Real Estate Taxes pursuant to the terms of Section 5.3 of the Original Lease.

(b) Commencing on the Rent Modification Date, in addition to Base Rent due under the Lease, Tenant shall continue to pay all additional rent coming due under the Lease; provided, however, the Original Lease shall be modified as follows:

(i) The first sentence of Section 5.2(a)(1) shall be deleted and replaced with the following:

> "From and after the Rent Modification Date, Tenant shall pay as additional rent Tenant's Proportionate Share of Operating Charges for each calendar year falling entirely or partly within the Lease Term."

(ii) The first sentence of Section 5.2(a)(2) shall be deleted and replaced with the following:

> "From and after the Rent Modification Date, Tenant shall pay as additional rent Tenant's Proportionate Share of Office Specific Charges for each calendar year falling entirely or partly within the Lease Term."

(iii) The first sentence of Section 5.3(a) shall be deleted and replaced with the following:

"From and after the Rent Modification Date, Tenant shall pay as additional rent Tenant's Proportionate Share of Real Estate Taxes for each calendar year falling entirely or partly within the Lease Term."

(iv) All references in the Original Lease to the terms "Base Year", "Base Year Operating Charges", "Base Year Office Specific Charges", "Base Year Real Estate Taxes" and "Base Year Charges" are hereby deleted. Tenant's Proportionate Share of Operating Charges, Tenant's Proportionate Share of Office Specific Charges, and Tenant's Proportionate Share of Real Estate Taxes, as described in this Section (b) are hereinafter referred to collectively as "**Tenant's Proportionate Share of Pass-throughs**."

For purposes of clarification, from and after the Rent Modification Date, the Base Rent rate is modified to a net rate and not a full service rate. After the Rent Modification Date, Tenant shall pay Tenant's Proportionate Share of Pass-throughs based on the full amounts of Operating Charges, Office Specific Charges and Real Estate Taxes incurred by Landlord (rather than only increases in such amounts over the Landlord's costs incurred in a "base year"), subject to the terms and conditions of Article V of the Original Lease as amended hereby.

**7. Rent Abatement.** One hundred percent (100%) of the monthly installments of Base Rent and additional rent for Tenant's Proportionate Share of Pass-throughs otherwise due and payable for the first eleven (11) calendar months following the Rent Modification Date shall be abated (the "**Rent Abatement**"). Notwithstanding the foregoing, in the event that at any time during the Lease Term, Landlord terminates the Lease on account of any Event of Default of Tenant under the Lease, Landlord shall be entitled to recover from Tenant, in addition to all other amounts Landlord is entitled to recover in connection with such Event of Default, the then-unamortized portion of the Rent Abatement (assuming amortization of the entire amount of the Rent Abatement over the portion of the Lease Term commencing on the Rent Modification Date and ending on December 31, 2039, at an annual interest rate of eight percent (8%)). The provisions of this Section 7 shall neither be deemed to be a limitation of nor an alternative to the provisions of Section 19 of the Original Lease and the remedies therein provided, but shall be deemed to be an additional remedy.

**8. Condition of Premises; Refurbishment.**

(a) Subject to Landlord's maintenance and repair obligations as set forth in the Original Lease, Tenant accepts the Premises in its "as is" condition, and Landlord shall have no obligation to perform or to pay for any work, improvements or alterations in the Premises or to provide Tenant with any allowance or other tenant improvement concessions other than the Refurbishment Allowance (defined below) and the Building Improvements (defined below) pursuant to the terms and conditions herein. Notwithstanding the foregoing, Landlord agrees: (i) that throughout the Lease Term, Landlord shall utilize MERV 13 air filters or higher throughout the heating, ventilation and air conditioning systems serving the Building and the Premises (the reasonable and actual costs of which may be passed through as an Operating Charge); and (ii) to purchase and replace the existing shades in the Premises with new Meccho shades at Landlord's sole cost and expense.

(b) Tenant intends to refurbish the Premises after execution of this Amendment (such refurbishment work referred to herein as the "**Refurbishment Work**"), the cost of which shall be borne by Tenant subject to the application of the Test Fit Allowance and the Refurbishment Allowance as set forth below; provided, however, any alterations, modifications or improvements to the Premises made after the date that is twenty-four (24) months after the Rent Modification Date shall be deemed Alterations and shall be governed by the terms and conditions of the Lease governing Alterations (and not the Work Agreement). Except as otherwise expressly set forth in this Section 8, the Refurbishment Work shall be governed by the provisions of Work Agreement attached as Exhibit B to the Original Lease (the "**Work Agreement**") which apply to the Leasehold Work. For purposes of the application of the provisions of the Work Agreement to the Refurbishment Work:

(i) the term "Leasehold Work," as used therein, shall be deemed to mean the Refurbishment Work and the term "Leasehold Plans," as used therein, shall be deemed to mean the construction documents approved by Landlord for the Refurbishment Work;

(ii) "Landlord's Authorized Representative" shall be Jerry Adessa, whose email address is jadessa@eaglecliff.com and whose phone number is 201-400-4695; and Tenant's Authorized Representative shall be Deborah Stoutamire, Chief Administrative Officer, whose email address is dstoutamire@naco.org and whose telephone number is 202-942-4204;

(iii) All provisions of the Work Agreement pertaining to the "Base Building Work" and the "Base Building Contractor" shall be inapplicable for purposes of this Amendment. Without limiting the foregoing, the parties specifically agree that Sections 2, 3(a), 4, 6, 7(a), 7(c), 8, 10 (and all provisions of the Work Agreement pertaining to Tenant Delay), 11(b), 11(c), the last three (3) sentences of Section 11(k) of the Work Agreement, and Exhibit B (including Schedules I and II thereto) shall have no applicability for purposes of this Amendment;

(iv) The term "Leasehold Architect" shall mean STUDIOS Architecture or another licensed architect to be selected by Tenant and approved by Landlord (such approval not to be unreasonably withheld, conditioned or delayed) and the term "Base Building Engineers" shall mean the base building engineers designated by Landlord.

(vi) Tenant shall have no obligation to reimburse Landlord for any costs incurred by Landlord in connection with Landlord's review of the Leasehold Plans (or any other plans, specifications, or submissions) for the Refurbishment Work or for any other costs incurred by Landlord in connection with any other review, oversight, inspection or the like of the Refurbishment Work, except for (A) any actual out-of-pocket costs incurred by Landlord for review by a third-party consultant of any aspect of such plans which are not standard buildout items typically installed by similar tenants in multi-tenanted, multi-story, Class A office buildings (and the term "Landlord's Review Costs" shall be strictly limited to such costs), and (B) the standard hourly rate charged by Landlord's Building engineers for supervision of any Refurbishment Work performed prior to 6:00 am or after 7:00 pm Monday through Friday, prior to 9:00 am or after 1:00 pm Saturdays, or at any time on Holidays). Notwithstanding any provision of the Work Agreement to the contrary, there shall be no fees (other than those set forth herein) due to Landlord from Tenant or its Contractor, subcontractors, or other vendors in connection with the Refurbishment Work, the design of the Refurbishment Work, upgrades to Tenant's furniture, fixtures and equipment, or any moving or phasing involved in or required in connection with the Refurbishment Work. Landlord will supply customary water and sewer during construction of the Refurbishment Work, the cost of which will be included in Operating Charges as and to the extent such costs are includable in Operating Charges under the terms of the Original Lease;

(vi) Landlord shall not charge Tenant any construction management fee in connection with the Tenant's performance of the Refurbishment Work;

(vii) Landlord shall make one (1) freight elevator available for the Refurbishment Work at no additional charge to Tenant (or Tenant's contractor) provided that the use of such elevator is coordinated in advance with Landlord; and

(viii) the provisions of the Work Agreement pertaining to the Allowance shall be governed by the Work Agreement and the Original Lease, as modified by the provisions of Section 8(d), below.

(c) Landlord shall provide Tenant with an allowance (the "**Test Fit Allowance**"), not to exceed Five Thousand Nine Hundred Ninety-Eight and 05/100 Dollars ($5,998.05) (*i.e.*, Fifteen Cents ($.15) per rentable square foot of the Premises), to be applied against the out-of-pocket expenses incurred by Tenant in undertaking a test fit for Premises in connection with the Refurbishment Work. If as of the Effective Date hereof such Test Fit Allowance has not been paid to Tenant, then such Test Fit Allowance will be paid to Tenant within thirty (30) days of completion of such test fit work and receipt by Landlord of invoices substantiating the costs thereof incurred by Tenant, in a form reasonably acceptable to Landlord.

(d) Landlord shall provide Tenant with an allowance (the "**Refurbishment Allowance**") in an amount up to Two Million, Four Hundred Twenty Thousand, Eight Hundred Twelve and 98/100 Dollars ($2,420,812.98) (*i.e.* $60.54 per rentable square foot of the Premises) to be applied as set forth in this Section 8(d). The Refurbishment Allowance will be available to Tenant immediately upon the Effective Date of this Amendment, subject to the provisions hereof. Except as otherwise expressly set forth in this Section 8(d), the Refurbishment Allowance shall be governed by, applied and disbursed in accordance with the provisions of the Work Agreement which apply to the Allowance. For purposes of the application of the provisions of the Work Agreement to the Refurbishment Allowance:

(i) The term "Allowance," as used therein, shall mean the Refurbishment Allowance;

(ii) The Refurbishment Allowance may be disbursed, as requested by Tenant, for the costs of design, installation and construction of the Refurbishment Work, including without limitation construction costs, architectural, engineering, project management, design, furniture, fixtures, audio visual and other equipment, cabling, wiring, and artwork installed in the Premises, legal fees, and moving related expenses ("**Refurbishment Work Costs**");

(iii) Notwithstanding anything in Section 7(b) of the Work Agreement to the contrary, Landlord shall not be required to disburse the Refurbishment Allowance directly to consultants, contractors or vendors whose contracts (or subcontracts) are less than $25,000.00;

(iv) Any portion of the Refurbishment Allowance which remains unused or unconverted to a rent credit pursuant to a Rent Credit Election Notice (hereinafter defined) or to a Conference Center Conversion Amount pursuant to a Conference Center Conversion Notice on December 31, 2025 shall (without further notice to or from Tenant) be automatically applied by Landlord as a credit against the next installments of Base Rent and additional rent coming due under the Lease after the application of the full Rent Abatement (as same may be reduced or increased pursuant to the terms of this Amendment);

(v) For avoidance of doubt, Section 7(d) of the Work Agreement and Section 15.5 of the Original Lease shall apply to Tenant's set off against Rent for any Landlord failure to make any payment of the Refurbishment Allowance; and

(vi) Tenant shall have the right to utilize any licensed, qualified contractor approved in writing by Landlord (such approval not to be unreasonably withheld, conditioned, or delayed) to serve as Contractor (as defined in the Work Agreement) for the performance of the Refurbishment Work.

(e) Notwithstanding any provision of this Amendment to the contrary, Tenant shall have a one-time right to convert any then-unused portion the Refurbishment Allowance to a rent credit (the "**Rent Credit**") by delivering written notice of such election (a "**Rent Credit Election Notice**") to Landlord prior to December 31, 2025, time being of the essence with respect thereto. In the event a Rent Credit Election Notice is timely provided, Landlord agrees to apply from the Refurbishment Allowance the amount designated in the Rent Credit Election Notice (up to the unused portion of the Refurbishment Allowance) to the Rent Abatement amount (such that the Rent Abatement amount shall be increased, and the Refurbishment Allowance shall be decreased, by an amount equal to the amount designated in the Rent Credit Notice and the increase in the Rent Abatement amount shall be applied as a credit against the first monthly installment(s) of Base Rent and additional rent next coming due under the Lease after the application of the original Rent Abatement (as same may be reduced or increased pursuant to the terms of this Amendment)). For the avoidance of doubt, the purpose of the provisions of this subsection 8(e) is to provide Tenant with the option of converting a portion of the Refurbishment Allowance to a rent credit prior to the completion of the Refurbishment Work; if

Tenant has failed to exercise this option prior to December 31, 2025, then any portion of the Refurbishment Allowance which remains after payment of all Refurbishment Costs will be automatically applied to Base Rent and additional rent pursuant to the provisions of subsection 8(d)(iv), above.

(f) Notwithstanding any provision of this Amendment to the contrary, Tenant shall have a one-time right to convert an amount equal to up to fifty percent (50%) of the Rent Abatement (the "**Abatement Conversion Amount**") to additional Refurbishment Allowance provided that Tenant delivers written notice of such election (the "**Conversion Election Notice**") to Landlord on or prior to April 1, 2024, time being of the essence with respect thereto. The Conversion Election Notice shall specify the Abatement Conversion Amount which Tenant has elected to convert. Upon the delivery by Tenant of the Conversion Election Notice, the Refurbishment Allowance shall be immediately and automatically increased by an amount equal to the Abatement Conversion Amount specified in the Conversion Election Notice and the Rent Abatement shall be immediately and automatically reduced by the Abatement Conversion Amount specified in the Conversion Election Notice. Any portion of the Rent Abatement not converted pursuant to this Section 8(f) shall remain a Rent Abatement as set forth in Section 7 above.

(g) Landlord and Tenant acknowledge that Landlord, as landlord thereunder, and Tenant and the National League of Cities ("**NLC**"), as joint tenant thereunder (in such joint capacity, the "**Conference Center Tenant**"), are parties to that certain Office Lease Agreement dated October 5, 2016 (the "**Conference Center Lease**") pursuant to which the Conference Center Tenant leases approximately 4,730 square feet of space located on the 1st floor of the Building (the "**Conference Center Premises**"). Landlord and Tenant further acknowledge that Landlord and the Conference Center Tenant intend to enter into an amendment to the Conference Center Lease (the "**Conference Center Amendment**") simultaneously with this Amendment and that pursuant to such Conference Center Amendment, the Conference Center Tenant intends to perform certain refurbishment work to the Conference Center Premises (the "**Conference Center Refurbishment Work**"). Accordingly, Tenant shall have the right, by written notice to Landlord (the "**Conference Center Conversion Notice**") to direct Landlord to reduce the Refurbishment Allowance by an amount (the "**Conference Center Conversion Amount**") to be set forth in the Conference Center Conversion Notice, and to increase the allowance which Landlord is providing to the Conference Center Tenant under the Conference Center Amendment for the Conference Center Refurbishment Work (the "**Conference Center Allowance**") by an amount equal to the Conference Center Conversion Amount. Upon the delivery by Tenant of the Conference Center Conversion Notice, the Refurbishment Allowance shall be immediately and automatically reduced by an amount equal to the Conference Center Conversion Amount and Landlord agrees to simultaneously increase the Conference Center Allowance by an amount equal to the Conference Center Conversion Amount.

**9. Building Improvements.** Landlord agrees to invest, prior to January 1, 2025, an amount equal to at least One Million Five Hundred Thousand and 00/100 Dollars ($1,500,000.00) (the "**Minimum Investment**") in improvements to non-leasable space in the Building (the "**Building Improvements**"). The Building Improvements shall include, without limitation, all hard and soft costs related to upgrades to the Rooftop Terrace and the main lobby of the Building (including any furniture, fixtures and equipment installed therein), which upgrades shall be conceptually consistent with the rendering attached hereto as Exhibit A. On or prior to January 1, 2025, Landlord shall deliver to Tenant written notice accompanied by paid invoices or other documentation reasonably satisfactory to Tenant (the "**Minimum Investment Satisfaction Notice**") demonstrating that Landlord has spent the Minimum Investment on Building Improvements. In the event Landlord fails to deliver the Minimum Investment Satisfaction Notice by January 1, 2025, Tenant shall provide Landlord with a reminder notice and Landlord shall have ten (10) days to provide the Minimum Investment Satisfaction Notice. If Landlord does not provide the Minimum Investment Satisfaction Notice by the end of the 10-day day period, then, as Tenant's sole remedy therefor, the Base Rent shall be reduced by One Dollar ($1.00) per square foot of the Premises (from the then applicable Annual Rental Rate per square foot set forth in the rent table in Section 5(b) above) (the "**Building Improvements Penalty**"), such reduction in Base Rent to commence on January 1, 2025 and continue until the date that Landlord provides to Tenant the Minimum

Investment Satisfaction Notice, at which time the Base Rent shall be restored to the then applicable Base Rent Rate as set forth in Section 5(b) above. The Building Improvements Penalty will be applied whether or not the Food Service Penalty is in effect. Notwithstanding the foregoing, if Landlord elects to install a tenant-only conference center in the Building, such shall not be deemed a "Building Improvement" within the meaning of this Section 9 and the costs incurred by Landlord in connection with such amenity shall not be included in, or used by Landlord to achieve, the Minimum Investment for purposes of this Section 9; provided, however Tenant shall have the non-exclusive right to use any such tenant-only conference center installed by Landlord in common with other tenants of the Building in accordance with the prevailing terms and conditions upon which such use is provided to other tenants in the Building.

**10. Food Service.** Landlord agrees to provide, throughout the Lease Term, Food Service in the Building (or to Tenant directly, as applicable) during (at a minimum) the hours of 11:30 AM to 1:30 PM every weekday excluding Holidays ("**Lunch Hours**"), subject to Temporary Food Service Closures. The term "**Food Service**" shall mean a third party food service operator providing lunch items and beverages for sale from leasable space or Common Area in the Building. The term "**Temporary Food Service Closures**" shall mean those closures when the Food Service is not open and operating as a result of casualty, condemnation, force majeure (as defined in Section 25.21 of the Original Lease), or closures as a result of alterations or renovation of up to thirty (30) days. In the event Landlord fails to provide Food Service by December 31, 2025 (subject to Temporary Food Service Closures), then, as Tenant's sole remedy therefor, the Base Rent shall be reduced by One Dollar ($1.00) per square foot of the Premises (from the then applicable Annual Rental Rate per square foot set forth in the rent table in Section 5(b) above) (the "**Food Service Penalty**"), such reduction in Base Rent to commence on January 1, 2026 and continue until the date that Landlord commences to provide Food Service in the Building (or directly to Tenant, as applicable), at which time the Base Rent shall be restored to the then applicable Base Rent Rate as set forth in Section 5(b) above. The Food Service Penalty will be applied whether or not the Building Improvements Penalty is in effect. For avoidance of doubt, costs incurred by Landlord in connection with leasehold improvements to leasable space in order to provide Food Service may *not* be applied towards, or used by Landlord to achieve, the Minimum Investment for the Building Improvements required to be installed by Landlord hereunder.

**11. Security Services.** Landlord shall, as part of the Security Services provided during the Lease Term pursuant to Section 14.2 of the Original Lease, install and maintain video monitoring equipment, including 24/7 live video monitoring services in the Parking Facility serving the Building. None of the costs of incurred by Landlord in connection with the video monitoring equipment and installation, operation and monitoring services shall be applied towards, or used by Landlord to achieve, the Minimum Investment for the Building Improvements required to be installed by Landlord hereunder, but such costs may be included in Operating Charges as and to the extent permitted by the terms of the Original Lease.

**12. Connection/ Fiber**. Landlord shall provide and maintain throughout the Lease Term a DAS (Digital Antenna System) in the Building and the Parking Facility serving the Building servicing Verizon and AT&T. None of the costs incurred by Landlord in connection with such DAS or cellular repeater shall apply towards, or be used by Landlord to achieve, the Minimum Investment for Building Improvements required to be installed by Landlord hereunder, but may be included in Operating Charges as and to the extent permitted by the terms of the Original Lease.

**13. Signs.**

(a) In addition to the signage rights provided to Tenant in Section 10 of the Original Lease, so long as National Association of Counties or any Affiliate thereof occupies at least the equivalent (in terms of rentable square feet) of an entire floor of the Building, National Association of Counties or any Affiliate thereof shall have the non-exclusive right to maintain a plaque sign in the interior lobby of the Building (the "**Interior Lobby Sign**") in a location mutually acceptable to Landlord and Tenant, which shall identify National Association of Counties or any Affiliate thereof. Tenant shall furnish Landlord with plans and specifications (the "**Sign Plans**") for the fabrication and installation of the Interior Lobby Sign setting forth the design, dimensions, materials, and all other material aspects of the Interior Lobby Sign. Within ten (10) business days after the Sign Plans have been delivered to Landlord, Landlord shall provide its written consent thereto or written comments setting forth in reasonable detail such reasonable changes to the Sign Plans as Landlord may require prior to granting its consent thereto. Landlord's consent to the Sign Plans shall not be unreasonably withheld, conditioned or delayed and if Landlord has failed to respond to any submission of the Sign Plans within ten (10) business days after the Sign Plans (or revisions thereto) have been delivered to Landlord, then Tenant shall provide a reminder notice to Landlord stating in capital letters "FAILURE TO RESPOND WILL RESULTING IN DEEMED APPROVAL" and if Landlord has failed to respond to the submission of Sign Plans within five (5) business days after such reminder notice has been delivered to Landlord, then the Sign Plans (or revisions) shall be deemed approved by Landlord. As soon as reasonably practicable after Landlord's approval (or deemed approval) of the Sign Plans, and in conjunction with the installation of lobby improvements which are part of the Building Improvements, the Interior Lobby Sign shall be fabricated and installed by (or at the direction of) Landlord, in accordance with all Laws and the approved (or deemed approved) Sign Plans, and Landlord shall be responsible for obtaining any required permits or approvals for the installation thereof. Tenant shall reimburse Landlord, out of the Refurbishment Allowance provided to Tenant pursuant to this Amendment, for the actual and reasonable third party costs incurred in good faith in connection with the fabrication and installation (including obtaining permits and approvals) of the Interior Lobby Sign. Upon the expiration or earlier termination of the Lease Term, or in the event that National Association of Counties or an Affiliate does not occupy at least the equivalent of an entire full floor of the Building, Tenant shall, at Tenant's expense, remove such Interior Lobby Sign and repair any damage to the Building caused by the removal thereof.

(b) Notwithstanding anything in the Original Lease (including Section 10 thereof) to the contrary, other than National Association of Counties, National League of Cities, or any Affiliate thereof, no tenant shall be granted signage rights on the exterior of the Building or in the Building lobby (excluding the Building directory) unless such tenant occupies at least one (1) full floor of the Building.

**14. Parking.** The Original Lease shall be modified to add the following at the end of Article 24:

"Tenant and its employee holding monthly parking permits shall have the right to leave cars in the Parking Facility overnight. Throughout the Lease Term, Landlord shall make available to Tenant a mutually acceptable program whereby Tenant may share monthly parking permits among and between its employees working at the Building without any additional cost so long as the institution of such program does not result in Tenant exceeding its Parking Allotment."

**15. Termination Right.**

(a) The Termination Right set forth in Section 3.9 of the Original Lease is hereby deleted in its entirety and of no further force or effect.

(b) Landlord hereby grants to Tenant the one time right (the "**Termination Right**") exercisable at Tenant's option, to terminate the Lease Term effective as of December 31, 2036 (the "**Termination Date**") provided that Tenant delivers written notice (the "**Termination Notice**") to Landlord exercising such Termination Right no later than January 1, 2036, time being of the essence. The Termination Right granted to Tenant shall be subject to and shall be exercised in accordance with the following terms and conditions:

(i) If the Termination Notice is not given timely, the Tenant's Termination Right shall lapse and be of no further force or effect.

(ii) Simultaneously with the Termination Notice, Tenant shall pay to Landlord the Termination Payment (hereinafter defined). The "**Termination Payment"** shall equal the sum of the unamortized Lease Modification Costs (defined below) as of the Termination Date. The Lease Modification Costs shall be amortized (using an imputed interest rate of eight percent (8%) per annum on the unamortized Lease Modification Costs) over the period commencing January 1, 2024 and ending on the December 31, 2039 as if such Lease Modification Costs were a loan made by Landlord to Tenant on January 1, 2024 and payments of principal and interest (at 8% per annum) were made by Tenant in equal monthly installments over such period to fully amortize the loan over such period. The "**Lease Modification Costs**" shall be equal to the sum of the following: (A) the Refurbishment Allowance actually used or applied, (B) the Rent Abatement, (C) the value of the reduction in Base Rent (from the Base Rent set forth in the Original

Lease) resulting from the modification (as set forth in this Amendment) of the Base Rent for the period from January 1, 2024 through October 31, 2026; (D) the Termination Amount (as defined in Section 3.9(b) of the Original Lease); (E) all leasing or brokerage commissions actually paid by Landlord in connection with this Amendment, and (F) all reasonable attorneys' fees incurred by Landlord in connection with this Amendment. Landlord and Tenant agree that based upon information available on the Effective Date of this Amendment, the Termination Payment is $3,820,831.19, which amount is subject to modification in the event of a change in the amounts of the items set forth in subsections (E) and/or (F) of this Section 15(b)(ii) after the Effective Date of this Amendment and in the event similar costs to Lease Modification Costs are incurred in connection with a subsequent lease amendment. The Termination Payment shall be in addition to, and not in lieu of, the payments of Base Rent, Additional Rent and other charges due and payable under the Lease through the Termination Date.

(iii) No Event of Default under the Lease is then continuing on the date of delivery of the Termination Notice.

(iv) The Termination Right shall be personal to National Association of Counties or an Affiliate to which the Lease is assigned or transferred pursuant to Section 7.2 of the Original Lease and cannot be exercised by any other assignee, or any subtenant or any other person or entity.

If requested by either party, the parties shall enter into a termination agreement, in a form prepared by Landlord and reasonably acceptable to Tenant, confirming the termination of the Lease Term and containing only such provisions as may be reasonably necessary to confirm such termination based upon and in accordance with the provisions of this Section 15. If the Termination Right is exercised in accordance herewith, then the Lease Term shall expire on the Termination Date as if such date were the date originally set forth in this Amendment for termination of the Lease Term. Time is of the essence with respect to Landlord's and Tenant's obligations hereunder.

Notwithstanding anything to the contrary herein, in the event that (i) Tenant fails to pay the Termination Payment within thirty (30) days after the date due hereunder, or (ii) there is an Event of Default under the Lease (which is then continuing on the date of delivery of the Termination Notice, then, at Landlord's sole option (to be exercised by Landlord, if at all, by written notice to Tenant delivered within five (5) business days after the date of delivery of the Termination Notice or the thirtieth (30th) day after delivery of the Termination Notice, as applicable), the Termination Notice shall be deemed ineffective, and the Termination Right shall be deemed void and of no further force or effect. If Landlord fails to timely deliver written notice of its exercise of the above-stated option and the full Termination Payment has been received by Landlord on or prior to the Termination Date, then the Lease shall terminate on the Termination Date in accordance with the terms hereof. If Landlord timely delivers written notice of its election to exercise its option to deem the Termination Notice invalid and/or to void Tenant's Termination Right in accordance with the immediately preceding sentence, Landlord shall return the Termination Payment (to the extent theretofore received by Landlord) to Tenant, and the Lease shall continue in full force and effect.

**16. Right of First Offer.**

(a) Tenant's ROFO with respect to the second (2nd) floor set forth in Section 3.11 of the Original Lease is hereby terminated and of no further force or effect. In lieu thereof, Tenant shall have the continuous and ongoing right of first offer ("**ROFO**") to lease any and all office space on the second (2nd) floor of the Building that becomes available in the Building during the Lease Term (as same may be renewed or extended) after the initial leasing thereof with respect to any space that is vacant on the Effective Date hereof (including any renewal and extension rights granted to the initial tenant of such vacant space) ("**ROFO Premises**"). Subject to the terms set forth in this Section 16, promptly after the Landlord determines that any ROFO Premises will be available for and offered for lease to third party tenants, Landlord shall send written notice ("**Landlord's ROFO Offer Notice**") to Tenant of the availability of the ROFO Premises, including a floor plan of the ROFO Premises, Landlord's estimate of the ROFO Market Rate (hereafter defined) and the Market Concessions (hereafter defined) for such ROFO Premises, the term of the Lease for the ROFO Premises (which shall in all events be coterminous with the current term of Lease) the date of anticipated delivery of the ROFO Premises to Tenant, and any other principal terms upon which Landlord intends to offer the subject ROFO Premises or any portion thereof to others.

(b) Provided that (i) no Event of Default of the Lease has occurred within the twelve (12) month period prior to the date of Landlord's ROFO Offer Notice, (ii) Tenant has not assigned this Lease (other than to an Affiliate), (iii) Tenant or an Affiliate of Tenant are occupying at least seventy-five percent (75%) of the rentable area of the Premises for its or their own use (use by Permitted Users pursuant to Section 7.6 of the Original Lease being deemed, for the purposes of this provision, as use by Tenant or an Affiliate), (iv) Tenant provides to Landlord written notice ("**ROFO Exercise Notice**") within five (5) days after receipt of Landlord's ROFO Offer Notice of Tenant's desire to expand the Premises into the ROFO Premises, and (v) if Tenant delivers the ROFO Exercise notice at any time when less than thirty-six (36) months remain in the Lease Term, Tenant simultaneously delivers written notice of Tenant's exercise of its next applicable Renewal Right in accordance with the provisions of Section 3.8 of the Original Lease (excepting the time period for such notice, which the parties acknowledge is superseded by this Section 16(b)), then Landlord and Tenant shall for the thirty (30) day period immediately following Tenant's timely delivery of the ROFO Exercise Notice (the "**Negotiation Period**"), negotiate in good faith the ROFO Market Rate and the Market Concessions on which Tenant will lease the ROFO Premises, provided that in all events, the term of the Lease for the ROFO Premises and the date of anticipated delivery of the ROFO Premises to Tenant shall be as set forth in Landlord's ROFO Offer Notice.

(c) In the event Landlord and Tenant are unable to agree upon the ROFO Market Rate and the Market Concessions within the Negotiation Period, then the ROFO Market Rate and the Market Concessions for the ROFO Premises shall be determined by binding arbitration in accordance with the following procedures. Within ten (10) days after the expiration of the Negotiation Period, Landlord and Tenant shall each select a real estate broker (based on the criteria set forth in Section 16(i) below). Within twenty (20) days of their selection, each broker shall make a written determination of the ROFO Market Rate and the Market Concessions. If the ROFO Market Rate and the Market Concessions determination of the broker designated by Landlord is within five percent (5%) of the ROFO Market Rate and the Market Concessions determination of the broker designated by Tenant, then the Base Rent for the ROFO Premises and the concessions provided to Tenant for the ROFO Premises shall be the average of the two ROFO Market Rate determinations and the two Market Concessions determinations, respectively. If the ROFO Market Rate and the Market Concessions determinations of these two brokers vary by more than five percent (5%), then a third broker shall be selected by the initial two brokers within fifteen (15) business days after the initial two written determinations have been delivered to the parties (the third broker also having the qualifications set forth in Section 16(i) below). If a third broker is appointed, the third broker shall review the determinations of the initial two brokers as to both the ROFO Market Rate and the Market Concessions for the ROFO Premises, and select the one of the initial two written determinations which, in the third broker's commercially reasonable judgment, most closely reflects the criteria set forth below for the ROFO Market Rate and the Market Concessions and such selected determination shall be the Base Rent for the ROFO Premises and the concessions provided to Tenant for the ROFO Premises. The third broker shall promptly deliver a report of his/her determination to each of the parties. The determination of the ROFO Market Rate and the Market Concessions pursuant to this Section 16(c) shall be binding upon Landlord and Tenant. The expenses of each of the first two brokers appointed shall be borne by the party appointing such broker. The expenses of the third broker appointed shall be paid one-half (½) by Landlord and one-half (½) by Tenant.

(d) As used herein the term "**ROFO Market Rate**" shall mean the current fair market rental rate (including escalations thereof) with respect to comparable space for a comparable term in the Market Area as of the anticipated commencement date of the Lease for the ROFO Premises, taking into account all relevant factors including without limitation (i) the general office rental market for buildings of similar class, size, age, finishes, method of construction and system design in the Market Area, (ii) rental rates then being obtained by other building owners for comparable buildings in the Market Area and landlord concessions (including improvement allowances and free rent) then being provided by such building owners to obtain such rental rates, (iii) the rental rates then being obtained by Landlord for comparable office space in the Building as compared to the concessions Landlord has agreed to provide in connection with the leasing of such ROFO Premises and the landlord concessions (including improvement allowances and free rent) then being provided by Landlord for comparable space in the Building, (iv) all of the terms and conditions of the Lease, and (v) whether any brokerage commission is to be paid by Landlord and if so, the amount of same. The term "**Market Concessions**," as used in this Amendment, shall mean the landlord concessions described in subsection (ii) of this Section 16(d) together with the landlord concessions described in subsection (iii) of this Section 16(d).

(e) Following the determination of the ROFO Market Rate and Market Concessions for the subject ROFO Premises pursuant to Section 16(b) or Section 16(c) above, Landlord shall prepare (in each such case) an amendment to the Lease (the "**ROFO Amendment**") modifying the Lease to set forth the applicable (so determined) terms for the ROFO Premises. So long as such ROFO Amendment accurately reflects the applicable terms (as determined in accordance with this Section 16) and does not include any terms which are not reasonably required in order to effectuate the addition of the ROFO Premises to the Lease in accordance with the provisions of this Section 16, Tenant shall execute and deliver the ROFO Amendment to Landlord within fifteen (15) business days after Landlord delivers same to Tenant. The ROFO Amendment shall provide that as of the Takeover Date (hereinafter defined) the following shall apply: (i) the ROFO Premises shall be added to and become part of the Premises and Tenant's lease thereof shall be governed by all of the provisions of the Lease (except as expressly modified by the terms applicable to the ROFO Premises as determined in accordance with the provisions of this Section 16), which shall continue in full force and effect with respect to the ROFO Premises; (ii) the rentable area of the Premises shall be increased by the rentable area of the ROFO Premises as determined by Landlord's architect in accordance with the BOMA Standard set forth in Section 27.18 of the Original Lease; (iii) Tenant shall commence paying Rent for the ROFO Premises on the Takeover Date (subject to any free rent period included in the applicable Market Concessions as determined in accordance with this Section 16); (iv) the Base Rent and escalations thereof for the ROFO Premises shall be equal to the base rent and escalations thereof included in the ROFO Market Rate as determined in accordance with this Section 16; (v) the ROFO Premises shall be delivered to Tenant "as is" condition but with all base Building systems serving such ROFO Premises in good working order, and Landlord shall have no obligation to make any alterations, decorations, additions or improvements in or to the ROFO Premises or provide any construction or other allowance, rent abatement or credit or any other concession in connection with the leasing of the ROFO Premises except the Market Concessions as determined in accordance with this Section 16; (vi) the "Takeover Date" shall mean the date the ROFO Premises is delivered to Tenant, which Landlord shall in all events use reasonable efforts to deliver prior to the date that is thirty (30) days after the date of anticipated delivery of the ROFO Premises set forth in Landlord's ROFO Offer Notice; and (vii) the term of the Lease with respect to the ROFO Premises shall be coterminous with the term of the Lease for the Premises (as extended pursuant to Section 16(b)(v) above, if applicable, or as thereafter renewed or extended).

(f) In the event that Tenant fails to timely execute and deliver the ROFO Exercise Notice or the ROFO Amendment to Landlord by the applicable dates set forth above (and, with respect to the ROFO Amendment, provided that same accurately reflects the applicable terms (as determined in accordance with this Section 16) and does not include any terms which are not reasonably required in order to effectuate the addition of the ROFO Premises to the Lease in accordance with the provisions of this Section 16), then Tenant's right of first offer to lease the appliable ROFO Premises pursuant to the ROFO Exercise Notice shall, at Landlord's option, terminate, and Landlord shall have the right to lease such ROFO Premises at any time to any other person or entity upon any terms and conditions which Landlord desires in its sole discretion (subject to Tenant's ROFO upon the expiration or termination of the term of any such lease). Time is of the essence with respect to this Section 16.

(g) Notwithstanding anything to the contrary contained in this Section 16, Landlord and Tenant agree that the foregoing ROFO is subject to (i) any and all contractual obligations of Landlord in leases existing as of the Effective Date of this Amendment, including without limitation any expansion rights and rights of first negotiation or first refusal possessed by any tenant in the Building pursuant to such existing leases, and (ii) any and all renewals or extensions of the term of any lease in the Building which lease is in full effect on the Effective Date of this Amendment, whether or not the right to so extend or renew is set forth in such existing lease or is hereafter granted or otherwise agreed to by Landlord and such existing tenant and is effectuated by means of an amendment to the existing lease. In addition, the foregoing ROFO shall be personal to National Association of Counties or its Affiliate to which the Lease is assigned or transferred pursuant to Section 7.2 of the Original Lease and cannot be exercised by any other assignee, or by any subtenant or any other person or entity.

(h) In the event that Tenant leases ROFO Premises from Landlord within the time and manner provided in this Section 16, and Landlord is unable to deliver possession of such space to Tenant within thirty (30) days after the date of anticipated delivery of the ROFO Premises set forth in Landlord's ROFO Offer Notice for any reason or condition beyond Landlord's control, including, without limitation, the failure of an existing tenant to vacate such space, Landlord, its agents and employees, shall not be liable or responsible for any claims, damages or liabilities in connection with such failure or by reason thereof but Landlord agrees to use commercially reasonable efforts to obtain possession of such ROFO Premises and to deliver possession of same to Tenant as expeditiously as possible. However, if Landlord fails to deliver possession of the ROFO Premises to Tenant within one hundred eighty (180) days after the date of anticipated delivery of the ROFO Premises set forth in Landlord's ROFO Offer Notice, then Tenant shall have the right, by written notice to Landlord, to withdraw its ROFO Exercise Notice with respect to such ROFO Premises and upon delivery of such withdraw notice, Tenant shall have no further rights or obligations with respect to the subject ROFO Premises (unless and until such ROFO Premises or portion thereof again becomes available for lease).

(i) The real estate brokers selected by Landlord and Tenant shall have the following qualifications: (i) must be a licensed real estate broker in the District of Columbia; (ii) must have a minimum of ten (10) years' experience in commercial leasing in the Market Area; (iii) must be an active broker in the Market Area and known for commercial leasing expertise; (iv) in the case of the third broker only, must have experience representing both landlords and tenants; (v) in the case of the third broker only, is not then representing either Landlord or Tenant; and (vi) in the case of the third broker only, shall not have been involved in any disputes with Landlord, Tenant or any of the other brokers. In the event that real estate brokers with the qualifications described in this Section 16 are unavailable, qualified consultants (such as appraisers) with similar qualifications may be substitutes.

**17. Surrender.** Notwithstanding anything in the Original Lease to the contrary, at the expiration or earlier termination of the Lease Term, (a) Tenant shall have the option to remove any Alteration, including fixtures, which can be removed without causing material damage to the Premises or the Building (provided that any damage to the Premises or Building shall be repaired by Tenant at Tenant's expense in accordance with Section 8.1 of the Original Lease); (b) Tenant shall have no obligation to remove any interconnecting stairwells, Supplementary System, wiring, cabling or conduits; and (c) Landlord may only require that an Alteration be removed if Landlord notified Tenant in writing at the time Landlord approved the Alteration that such removal would be required (provided that Landlord may not require the removal of any Alteration or other item which consists of standard buildout items that are typically installed by similar tenants in multi-tenanted, multi-story, Class A office buildings (such as partitions) and whose removal would not materially increase the cost of finishing such space for another tenant or occupant).

**18. Landlord's Notice Address.** Landlord's Notice Address as set forth in Section 1.10 of the Original Lease is hereby modified as follows:

| | |
|---|---|
| If to Landlord: | % Apollo Global Management, Inc.<br>9 West 57th Street<br>New York, New York 10019<br>Attn: David Myers<br>Email: dmyers@apollo.com |
| With copies to: | % Apollo Global Management, Inc.<br>9 West 57th Street<br>New York, New York 10019<br>Attn: Jason Ourman<br>Email: jourman@apollo.com |
| And to: | % Apollo Insurance Solutions Group LP<br>2121 Rosecrans Avenue, Suite 5300<br>El Segundo, California 90245<br>Attn: Daniel Brown<br>Email: dbrown@apollo.com |
| And to: | McDermott Will & Emery LLP<br>One Vanderbilt Avenue<br>New York, New York 10017<br>Attn: David Broderick, Esq.<br>Email: dbroderick@mwe.com |
| And to: | Eagle Cliff Real Estate Management<br>% Eagle Cliff Real Estate Partners, LLC<br>510 Madison Ave, 18th Floor<br>New York, New York 10022<br>Attn: Heather Taylor and Paul Teti<br>Email: htaylor@eaglecliff.com; pteti@eaglecliff.com |
| And to: | Holland & Knight LLP<br>800 17th Street, NW, Suite 1100<br>Washington, D.C. 20006<br>Attn: David Silver, Esq.<br>Email: David.Silver@hklaw.com |

**19. Landlord's Payment Address.** Landlord's Payment Address as set forth in Section 1.11 of the Original Lease is hereby modified as follows: 660 North Capitol Street, N.W., Washington, D.C. 20001, Attn: Property Management Office. At Tenant's option, Tenant may make payments by means of electronic transfer of funds in accordance with instructions provided by Landlord to Tenant and without charging Tenant for any banking costs incurred by Landlord.

**20. Brokers.** Landlord shall pay the commission payable to Jones Lang Lasalle Brokerage, Inc. ("**Landlord's Broker**") pursuant to a separate agreement between Landlord's Broker and Landlord. Landlord (or Landlord's Broker) shall pay the commission payable to Cresa Global d/b/a/ Cresa ("**Tenant's Broker**") pursuant to a separate agreement between Landlord (or Landlord's Broker) and Tenant's Broker. Landlord and Tenant each warrant to the other that in connection with this Amendment, it has not employed or dealt with any broker, agent or finder other than Tenant's Broker and Landlord's Broker (collectively the "**Brokers**"). Tenant shall indemnify and hold Landlord harmless from and against any claim for brokerage or other commissions, or for a lien under any applicable broker's lien law, asserted by any broker, agent or finder employed by Tenant or with whom Tenant has dealt other than the Brokers, except that Tenant's indemnity obligations shall not extend to claims made by the Brokers to the extent Landlord fails to pay the Brokers pursuant to the aforesaid separate agreements. Landlord shall indemnify and hold Tenant harmless from and against any claim for brokerage or other commissions asserted by the Brokers and any other broker, agent or finder employed by Landlord or with whom Landlord has dealt. Tenant's and Landlord's indemnities set forth in this Section shall survive the expiration or earlier termination of the Lease.

**21. Ratification.** Except as expressly amended by this Amendment, all other terms, conditions and provisions of the Original Lease are hereby ratified and confirmed and shall continue in full force and effect.

**22. Representations.** Tenant and Landlord hereby represent and warrant to each other that (i) it is not in default of any of its obligations under the Lease and that such Lease is valid, binding and enforceable in accordance with its terms; (ii) it has full power and authority to execute and perform this Amendment; and (iii) it has taken all action necessary to authorize the execution and performance of this Amendment. Tenant a and Landlord each further represents and warrants to the other, as of the Effective Date, that (a) the Lease is in full force and effect, (b) to the representing party's knowledge, the other party has timely performed all of its obligations under the Lease, (c) to the representing party's knowledge, the other party is not in breach of any provision of the Lease which, with the passage of time, the delivery of notice, or both, would constitute a default by the other party under the Lease and (d) the representing party does not have any defenses to any of its other obligations under the Lease (including, with respect to Tenant, its obligation to pay Rent).

**23. Confidential Material.** Tenant shall keep the content of this Lease and any related documents strictly confidential and shall not disclose such confidential information to any person or entity other than Tenant's financial, legal, and space planning consultants or as required as required by applicable law. This confidentiality provision is an essential part of the consideration for Landlord to enter into this Amendment.

**24. Miscellaneous.** This Amendment (i) shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (subject to the restrictions on assignment set forth in the Lease); (ii) shall be governed by and construed in accordance with the laws of the District of Columbia; and (iii) may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement and facsimile or electronic copy in PDF format of a signature to this Amendment shall be deemed and treated for all purposes of execution to be as valid as an original signature thereto. This Amendment contains and embodies the entire agreement of the parties hereto with respect to the matters set forth herein, and supersedes and revokes any and all negotiations, arrangements, letters of intent, representations, inducements or other agreements, oral or in writing with respect to such matters.

**[SIGNATURES CONTAINED ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this First Amendment to Office Lease Agreement as of the day and year first above written.

**LANDLORD:**

**660 NC LLC,** a Delaware limited liability company

By: Athene Annuity and Life Company, an Iowa corporation, its sole member

By: Apollo Insurance Solutions Group LP, its investment adviser

By: Apollo Global Real Estate Management, L.P., its sub-adviser

By: Apollo Global Real Estate Management GP, LLC, its General Partner

By: Jeffrey Horowitz
Jeffrey Horowitz, Vice President

**TENANT:**

**NATIONAL ASSOCIATION OF COUNTIES**

By: ______________________________
Name:
Title:



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MDC041

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this First Amendment to Office Lease Agreement as of the day and year first above written.

**LANDLORD:**

**660 NC LLC,** a Delaware limited liability company

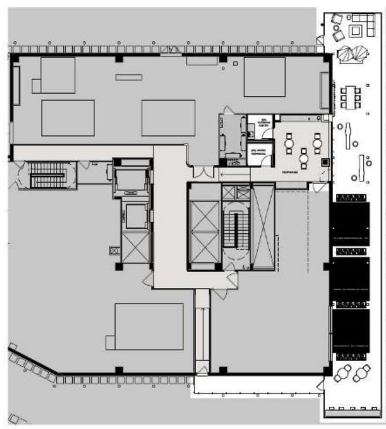
By: ______________________________
Name:
Title:

**TENANT:**

**NATIONAL ASSOCIATION OF COUNTIES**

By: Matt Chase
Name: Matthew D. Chase
Title: CEO/Executive Director

**EXHIBIT A**
**BUILDING IMPROVEMENTS CONCEPTUAL PLAN**



660 N. CAPITOL ST. BUILDING REPOSITIONING
660 N. CAPITOL STREET NW
WASHINGTON, DC 20001

ROOF LEVEL LEASE EXHIBIT
11/14/23
1/8" = 1'-0"

OTJ