

AMENDMENT NO. 1  
TO  
OFFICE LEASE AGREEMENT

between

HILLSBOROUGH COUNTY AVIATION AUTHORITY

and

AVISON YOUNG – FLORIDA, LLC

Prepared by:

Hillsborough County Aviation Authority  
David Emge  
Real Estate Department  
Tampa International Airport  
P. O. Box 22287  
Tampa, Florida 33622

AMENDMENT NO. 1  
TO  
OFFICE LEASE AGREEMENT

THIS AMENDMENT NO. 1 to that certain OFFICE LEASE AGREEMENT (Amendment No. 1) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district existing under the laws of the State of Florida as successor in interest to JO TPA OFFICE 270, LLC ("Landlord"), and AVISON YOUNG – FLORIDA, LLC, a limited liability company organized and existing under the laws of the State of Florida ("Tenant") (hereinafter individually and collectively referred to as the "Party" or "Parties").

R E C I T A L S:

WHEREAS, on December 17, 2020, JO TPA OFFICE 270, LLC and Tenant entered into an Office Lease Agreement, as further amended by that Commencement Date Memorandum dated January 1, 2022 (collectively the "Lease"); and

WHEREAS, Hillsborough County Aviation Authority was assigned all rights, titles, and interests of JO TPA OFFICE 270, LLC under the Lease on March 31, 2023; and

WHEREAS, the Lease provides for the use of Suite 210, consisting of 5,252 rentable square feet ("Premises"), in the building currently known as SkyCenter One located at 5411 SkyCenter Drive, Tampa, Florida 33607 ("Building"); and

WHEREAS, the Term of the Lease is set to expire on December 31, 2026; and

WHEREAS, Tenant and Landlord desires to extend the Term of the Lease, adjust the Basic Rent for the extended Term of the Lease, and amend the Lease to update certain administrative terms and conditions.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby mutually acknowledged, the Parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Lease.
3. TERM. The Term of the Lease is hereby extended for a period of thirty-seven (37) months, commencing as of January 1, 2027 (the "Extended Term Commencement Date") and expiring on

January 31, 2030 (the "Extended Term"), unless extended or earlier terminated in accordance with the express terms and provisions of the Lease. From and after the date hereof, the use of the word "Term" in the Lease shall be deemed to include the Extended Term.

4. BASIC RENT. Basic Rent during the Extended Term shall be as follows:

| Months                | Annual Basic Rent (per rentable square foot) | Monthly Installments |
|-----------------------|----------------------------------------------|----------------------|
| 1/1/2027 - 1/31/2027  | \$0.00                                       | \$0.00               |
| 2/1/2027 – 12/31/2027 | \$42.00                                      | \$18,382.00          |
| 1/1/2028 – 12/31/2028 | \$43.39                                      | \$18,990.36          |
| 1/1/2029 – 12/31/2029 | \$44.82                                      | \$19,616.22          |
| 1/1/2030 – 1/31/2030  | \$46.30                                      | \$20,263.97          |

The above Basic Rent excludes any applicable sales tax and Additional Rent which Tenant remains responsible for. Basic Rent and Additional Rent shall be abated for January 1, 2027 through January 31, 2027.

5. AS-IS Condition. Tenant hereby acknowledges and agrees that it has accepted the Premises as of the date hereof, and will continue to accept the Premises as of the Extended Term Commencement Date, in AS-IS, WHERE-IS condition without any representation or warranty of any kind made by Landlord in favor of Tenant.
6. RENT PAYMENTS. BASIC TERMS, Section 10, Rent Payment Address, is hereby deleted in its entirety and replaced by the following:

Hillsborough County Aviation Authority  
PO BOX 919730  
Orlando, Florida 32891-9730

7. NOTICES. BASIC TERMS, Section 11, Address of Landlord for Notices, is hereby deleted in its entirety and replaced by the following:

Hillsborough County Aviation Authority  
5411 SkyCenter Drive  
Suite 500  
Tampa, Florida 33607  
Attn: Vice President of Real Estate

With a copy to:

Hillsborough County Aviation Authority  
Tampa International Airport  
PO BOX 22287  
Tampa, Florida 33622-2287  
Attn: Vice President of Real Estate

8. PROPERTY TAXES AND OPERATING EXPENSES. ARTICLE 3, PROPERTY TAXES AND OPERATING EXPENSES, Section 3.9, Cap on Controllable Operating Expenses, is hereby added to the Lease as follows:

**3.9 Cap on Controllable Operating Expenses.** Landlord agrees that in calculating Tenant's Share of Expenses pursuant to this Article 3, Controllable Operating Expenses will not increase more than seven percent (7.00%) per calendar year, compounded annually, over the amount of such Controllable Operating Expenses for the Stabilization Year. The "Stabilization Year" shall mean the 2027 calendar year. Such cap is cumulative and the unused portion of a year's cap may be carried forward to absorb any future Operating Expenses that would otherwise be in excess of the cap. For example, if the actual Operating Expense increase in a certain calendar year is only 5%, and the cap is 7%, the maximum allowable Operating Expense increase for the following calendar year would be 7% plus the amount of the prior calendar year's unused 2%. Further, any Operating Expense amount which is in excess of the cap in one calendar year may be carried forward by Landlord and recovered in later calendar years if and to the extent the cap for such later calendar years is not exceeded.

9. ADDITIONAL CHANGES. Effective as of the date hereof, the following additional changes are hereby added or amended as follows:
- a. BASIC TERMS, Section 16, Exhibits, is hereby amended to include "Exhibit "H" – Affidavit of Compliance with Anti-Human Trafficking Laws" attached hereto.

- b. ARTICLE 18, MISCELLANEOUS PROVISIONS, Section 18.28, Conflicts with Ground Lease, is hereby deleted in its entirety.
- c. ARTICLE 18, MISCELLANEOUS PROVISIONS, Section 18.30, Anti-Human Trafficking Laws, is hereby added to the Lease as follows:

**“18.30 Anti-Human Trafficking Laws.** Tenant is required to complete Exhibit H, Affidavit of Compliance with Anti-Human Trafficking Laws, at the time this Lease is executed and to complete a new Exhibit H for each renewal option period, if any.

This Lease will be terminated in accordance with Florida Statute Section 787.06 if it is found that Tenant submitted a false Affidavit of Compliance with Anti-Human Trafficking Laws as provided in Florida Statute Section 787.06(14).”

- d. ARTICLE 18, MISCELLANEOUS PROVISIONS, Section 18.31, Compliance with Non-Discrimination Requirements, is hereby added to the Lease as follows:

**“18.31 Compliance with Non-Discrimination Requirements.** During the performance of this Lease, Tenant, for itself, its assignees, and successors in interest, agrees as follows:

- A. Compliance with Regulations: Tenant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are incorporated herein by reference and made a part of this Lease.
- B. Non-Discrimination: Tenant, with regard to the work performed by it during this Lease, will not discriminate on the grounds of race, color, national origin, creed, sex, age or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Tenant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of this Lease, Tenant, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
  - I. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- II. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) including amendments thereto;
  - III. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - IV. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
  - V. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - VI. Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - VII. The Civil Rights Restoration Act of 1987, (P.L. 100-259), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - VIII. The Titles II and III of the Americans with Disabilities Act of 1990 (42U.S.C. § 12101, et seq), which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38; and
  - IX. Title IX of the Education Amendments of 1972as amended, which prohibits Tenant from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Tenant for work to be performed under a subcontract, including procurements of materials or leases of equipment,

each potential subcontractor or supplier will be notified by Tenant of Tenant's obligations under this Lease and the Nondiscrimination Acts and Authorities on the grounds of race, color, national origin, sex, creed, age or disability.

- D. Information and Reports: Tenant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Authority or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Tenant will so certify to Authority or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of Tenant's noncompliance with the non-discrimination provisions of this Lease, Authority will impose such agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to, 1) withholding payments to Tenant under this Lease until Tenant complies and/or 2) cancelling, terminating, or suspending this Lease, in whole or in part.
- F. Incorporation of Provisions: Tenant will include the provisions above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Tenant will take action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, that if Tenant becomes involved in or is threatened with litigation by a subcontractor or supplier because of such direction, Tenant may request Authority to enter into any litigation to protect the interests of Authority. In addition, Tenant may request the United States to enter into the litigation to protect the interests of the United States."

- e. ARTICLE 18, MISCELLANEOUS PROVISIONS, Section 18.32, Landlord Approvals, is hereby added to the Lease as follows:

**"18.32 Landlord Approvals.** Except as otherwise indicated elsewhere in this Lease, wherever in this Lease approvals are required to be given or received by Landlord, it is understood that the Chief Executive Officer is hereby empowered to act on behalf of Landlord. "

- f. Exhibit "A", Definitions, is hereby amended to add the following definitions to the Lease:

**“Controllable Operating Expenses”** shall mean Operating Expenses exclusive of: (i) snow and ice removal costs, (ii) utility charges, (iii) taxes and assessments, including all Property Taxes, (iv) other governmental impositions, (v) extraordinary security expenses required as a result of federal, state or local government mandate or resulting from a specific terrorism event, (vi) insurance costs, (vii) costs related to statutory increases in the minimum wage rate, (viii) additional costs incurred by service contracts that are not currently union contracts becoming unionized contracts, and (ix) any other costs not reasonably within the control of Landlord.”

- g. Exhibit “A”, Definitions, is hereby amended to delete the definition of “Ground Lease”.
- h. Exhibit “A”, Definitions, is hereby amended to delete the current definition of “Landlord” in its entirety and replace with the following:

**“Landlord”** means the Hillsborough County Aviation Authority.

- i. Exhibit H, entitled “Affidavit of Compliance with Anti-Human Trafficking Laws”, is hereby added to and made a part of the Lease.
10. Except as otherwise stated herein, all other terms remain in full force and effect and are hereby ratified and confirmed. The Lease and this Amendment No. 1 represent the entire understanding between the Parties on the issues contained therein, either written or oral, and may be amended only by written instrument signed by both Parties.

(Remainder of Page Intentionally Left Blank)



IN WITNESS WHEREOF, the Parties hereto have set their hands and corporate seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST: HILLSBOROUGH COUNTY AVIATION AUTHORITY

By: \_\_\_\_\_  
Jane Castor, Secretary  
Address: P. O. Box 22287  
Tampa, FL 33622

By: \_\_\_\_\_  
Arthur F. Diehl III, Chairman  
Address: P. O. Box 22287  
Tampa, FL 33622

Signed, sealed, and delivered  
in the presence of:

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name and Address

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Print Name and Address

LEGAL FORM APPROVED:

By: \_\_\_\_\_  
David Scott Knight,  
Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY  
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by Arthur F. Diehl III, in the capacity of Chairman, and by Jane Castor in the capacity of Secretary, of the Board of Directors, Hillsborough County Aviation Authority, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

AVISON YOUNG - FLORIDA LLC

Signed in the presence of:

By: Lisa Jesmer  
Title: Principal

cm es  
Witness Signature 5411 Skycenter dr  
Melissa Crismon Tampa, FL 33607  
Print Name & Address

Lisa Jesmer

Print Name

Declar Hood  
Witness Signature 5411 Skycenter dr  
Tampa, FL 33630  
Print Name & Address

Print Address 396 Alhambra Circle  
Suite 207  
Coral Gables, FL 33134

AVISON YOUNG - FLORIDA LLC

STATE OF Florida  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of June, 2025, by Lisa Jesmer as  
(name of person)  
Principal for Avison Young  
(type of authority) (name of party on behalf of whom instrument was executed)



Cindy Baxter  
(Signature of Notary Public)  
Cindy Baxter  
Print, Type or Stamp Commissioned Name of Notary  
Public  
9.27.28  
Date Notary Commission Expires (if not on stamp or seal)

Personally known to me OR Produced Identification

Type of Identification Produced

EXHIBIT H

AFFADAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with Section 787.06(14), Florida Statutes, the undersigned, on behalf of Avison Young – Florida, LLC ("Tenant"), hereby attests under penalty of perjury that the Tenant:

Does not coercion for labor or services as defined in Section 787.06, Florida Statutes.

The undersigned is authorized to execute this Affidavit on behalf of Tenant.

Date: June 25, 2026

Entity: Avison Young -  
Florida, LLC

Signed: Lisa Jesmer

Name: Lisa Jesmer

Title: Principal