

## FIRST AMENDMENT TO LEASE AGREEMENT

**THIS FIRST AMENDMENT TO LEASE AGREEMENT (“Lease Amendment”),** dated this 18 day of September, 2015, by and between **ARC Miami Gardens, LLC**, a Florida limited liability company (“**Landlord**”), and **South Florida Workforce Investment Board d/b/a CareerSource South Florida** (“**Tenant**”).

### **RECITALS:**

**WHEREAS**, the Landlord and Tenant entered into a Lease Agreement dated July 21, 2014 (the “Lease Agreement”), in connection with the lease of certain leased premises located at 4880 N.W. 183<sup>rd</sup> Street, Miami, Florida (the “Property”) and known as Suites 201-206, consisting of 7,875 square of gross leasable space (the “Leased Premises”); and

**WHEREAS**, the Landlord and Tenant desire to amend and modify the terms of the Lease Agreement based on the terms set forth herein below.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and understandings hercin contained, and for other good and valuable considerations, the parties hereto agree as follows:

1. **RECITALS.** The recitals to this Lease Amendment are hereby deemed true and correct, and shall be a part of the terms of the Lease Agreement and the Lease Amendment.

2. **AMENDMENT.**

- a. **CONSTRUCTION DEADLINE.** Landlord is to deliver premises in “turnkey” condition (as outlined in Article III of the initial lease) to Tenant evidenced by a Certificate of Occupancy (“CO”) no later than December 7, 2015.<sup>1</sup>
- b. **RENT COMMENCEMENT DATES.** The Rent Commencement Date shall be hereby amended to January 1, 2016.
- c. **LANDLORD’S DUTIES/EXPENSES.** Landlord shall be responsible for removing the reception area from the permitted plans and resubmitting revised plans (at its own expense) for permitting, final inspection and issuance of the CO. Landlord shall at its own expense provide Tenant with operating expense costs valued at \$15,750.00 (the value of two month’s rent). Such costs will include, but are not limited to: renovations, janitorial expenses, building repair and maintenance i.e. window treatments, interior and exterior signage and/ or fixture purchases.<sup>2</sup> These expenses may include fees associated with permits, secondary or tertiary inspections and temporary certificates, including, but not limited to, the cost of CSSF’s Temporary Certificate of Use.
- d. **TERMS AND RENT PAYABLE.** Commencing on January 1, 2016, the base rent payable by the Tenant to the Landlord per net square feet of the Retained Space shall be as follows:

<sup>1</sup> December 7, 2015 is ninety (90) days after issuance of the TCO.

<sup>2</sup> The fixture expenses do not include and Landlord will still provide restroom hand dryer fixtures previously agreed to by Landlord and tenant.

	Period	Cost Per sft	Monthly rent	Annual rent
Year 1	10/1/15-9/30/16	\$12.00	\$7,875	\$94,500
Year 2	10/1/16-9/30/17	\$12.36	\$8,111.25	\$97,335
Year 3	10/1/17-9/30/18	\$12.73	\$8,354.06	\$100,248.75
Year 4	10/1/18-9/30/19	\$13.11	\$8,603.43	\$103,241.25
Year 5	10/1/19-9/30/20	\$13.50	\$8,859.37	\$106,312.50

- e. **RIGHT TO EARLY TERMINATION.** Tenant shall have the immediate right to terminate the lease as herein amended by this Lease Amendment if all of the following occur: (i) the Landlord does not adhere to the deadline as outlined in section 2. a. herein, and (ii) the Tenant provides fifteen (15) days' notice of its intent to terminate on or after the deadline outlined in section 2.a. during which 15 days the Landlord shall have the right to pursue said CO and obtain same prior to the 15 day cure period thereby giving tenant the option to remain in the premises if it elects to do so. Tenant shall cooperate fully and in good faith with the Landlord in Landlord's attempt to finalize the issuance of the CO including but not limited to access to the Premises. Tenant shall not undertake any changes/modification/renovations to the Premises which would trigger a delay in the issuance of the CO.
- f. **AMERICANS WITH DISABILITIES ACT (ACT).** Landlord shall warrant that the parking facilities and all exterior improvements, walkways, doors, doorways, and other common public facilities are in compliance with the American with Disabilities Act, and any state or local law of similar purpose, and shall Indemnify Tenant against any claim, cost or expense arising out of such warranty not being true so long as said claim is not the result of any alternations or additions made by Tenant.
- g. **INTERPRETATION.** This Lease Amendment and the Lease Agreement shall be read together as one instrument.
- h. **CONFLICT.** Except as herein modified, the remaining terms of the Lease Agreement shall remain binding on the parties. The terms of this Lease Amendment shall control over any conflicting terms in the Lease Agreement.
- i. **MISCELLANEOUS.**
  - I. **EXCLUSIVENESS OF AMENDMENT.** This Lease Amendment is made for the sole benefit and protection of all parties hereto and their successors and assigns, and no other person or entity shall have any right of action hereunder.
  - II. **GOVERNING LAW.** This Lease Amendment is executed and delivered in the State of Florida, and the laws of the State of Florida shall govern all matters pertaining to its authorization, interpretation and enforcement. Proper venue for this lease shall be Miami-Dade County, Florida.
  - III. **MODIFICATION AND WAIVER.** No provisions of this Lease Amendment shall be amended, waived or modified except by an

instrument in writing signed by the Landlord and Tenant. The terms of this Lease Amendment shall not be construed against either the Landlord or the Tenant.

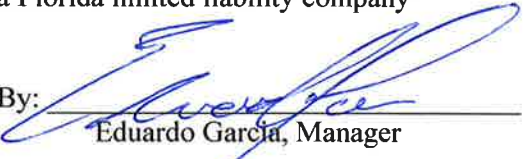
- IV. MATERIALITY. All the provisions of this Lease Amendment shall be part of the Lease Agreement.
- V. HEADINGS. All sections and descriptive headings in this Lease Amendment are inserted for convenience only, and shall not affect the construction or interpretation hereof.
- VI. COUNTERPARTS. This Lease Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.
- VII. ENTIRE UNDERSTANDING. The Lease Agreement as modified by this Lease Amendment constitutes the entire understanding between the parties.
- VIII. LEASE. Unless addressed within this Lease Amendment, the terms and conditions within the Lease shall remain.

**Remainder of this page was intentionally left blank**

**IN WITNESS WHEREOF**, the parties have caused this Lease Amendment to be executed by authorized representatives on the date or dates set forth hereinbelow.

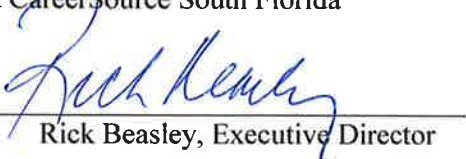
**LANDLORD:**

**Arc Miami Gardens, LLC,**  
a Florida limited liability company

By:   
Eduardo Garcia, Manager

**TENANT:**

**South Florida Workforce Investment Board**  
d/b/a CareerSource South Florida

By:   
Rick Beasley, Executive Director

WITNESSES AS TO LANDLORD:

\_\_\_\_\_  
  
\_\_\_\_\_

Date: \_\_\_\_\_

WITNESSES AS TO TENANT:

\_\_\_\_\_  
  
\_\_\_\_\_

Date: \_\_\_\_\_