

AMENDED AND RESTATED THIRD AMENDMENT TO LEASE

THIS AMENDED AND RESTATED THIRD AMENDMENT TO LEASE ("Amendment") is dated effective and for identification purposes as of April 9, 2018, and is made by and between SPUS7 ACC MIAMI, LP, a Delaware limited partnership ("Landlord"), and SOUTH FLORIDA WORKFORCE INVESTMENT BOARD d/b/a CAREERSOURCE SOUTH FLORIDA, a Government agency ("Tenant") (collectively "Parties").

This Amended and Restated Third Amendment to Lease is intended to, and hereby does, amend, restate, supersede, and replace in its entirety that certain Fourth Amendment to Lease dated June 15, 2016 (the "Original Amendment"), incorrectly identified as the Fourth Amendment to Lease when such amendment should be titled as the Third Amendment to Lease. The recitals to the Original Amendment incorrectly referenced certain warehouse space within the Project that is subject to a separate lease between Landlord and Tenant, and accordingly, this Amended and Restated Third Amendment to Lease is intended to correct such errors in the Original Amendment by removing references to the warehouse space and correcting the title of the amendment. As of the effective date hereof, the Original Amendment shall be of no further force or effect.

RECITALS:

WHEREAS, Landlord's predecessor-in-interest (Hines Reit Airport Corporate Center, LLC) and Tenant (South Florida Workforce Investment Board d/b/a CareerSource South Florida) entered into that certain Office Lease Agreement dated September 25, 2013, as amended by that certain First Amendment to Office Lease Agreement dated January 28, 2014, and Second Amendment to Lease dated May 15, 2015 (collectively, the "Lease"), pertaining to the premises currently comprised of a total of approximately 25,052 Rentable Square Feet of space in Suite 500 ("Office Space"), located at 7300 Corporate Center Drive, Miami, Florida 33126 ("Building 8"); and

WHEREAS, Landlord and Tenant desire to enter into this Amendment to amend the Lease as to the Office Space, grant Tenant monument signage rights and provide for certain other matters as more fully set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree that the Lease shall be amended in accordance with the terms and conditions set forth below.

1. **Definitions.** The capitalized terms used herein shall have the same definitions as set forth in the Lease, unless otherwise defined herein.

2. **Signage.** So long as Tenant is not in default of any term or condition of the Lease or this Amendment, commencing upon the installation of a new monument sign for Building 8, Landlord will permit Tenant one (1) non-exclusive right to place its signage on the monument sign associated with Building 8, the placement of such signage to be conditioned upon joint identification with other tenants and occupants. All costs associated with the fabrication, installation, maintenance, removal and replacement of Tenant's signage on the monument sign shall be the sole responsibility of Tenant. Tenant shall pay Landlord, a one-time payment in the amount of, One Thousand Five Hundred and No/100ths Dollars (\$1,500.00) in advance, without offset or demand, as Additional Rental, for use of the monument sign. Tenant's rights for the location of its signage on the monument sign shall be subject and subordinate to any agreements between Landlord and other tenants, owners or occupants of Building 8 which are in effect as of the date of this Amendment. Tenant received an Allowance (as defined in the Work Letter attached as Exhibit B to the Third Amendment to Lease dated June 15, 2016 entered by and between Landlord and Tenant pertaining to certain premises located at 7245 Corporate Center Drive, Miami, Florida) and may apply a portion of such Allowance to pay for Tenant's monument signage cost. Tenant shall remove such signage and repair any damage caused thereto, at its sole cost and expense, upon the expiration or termination of the Lease, as amended. The color, content, size and other specifications of any such signage shall be subject to Landlord's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Further, Tenant shall ensure that all signage complies with any and all applicable local zoning codes and Building regulations.

3. **Parking Spaces:** Tenant shall have the right to use one hundred (100) parking spaces in such areas of the parking facilities associated with Building 8 as may be reasonably designated by Landlord from time to time ("Parking Spaces"). None of the Parking Spaces shall be assigned or reserved. As of the date of this

Amendment, Tenant is using sixty-five (65) surface Parking Spaces and twenty (20) covered Parking Spaces. During the Term, Tenant shall have the right to use an additional five (5) covered Parking Spaces (i.e., a total of twenty-five (25) covered Parking Spaces). In the event that Landlord allows Tenant to surrender any Parking Spaces, then any re-leasing of such Parking Spaces shall be subject to availability. The Parking Spaces may only be used by Tenant's employees, each of whom may be required to enter into any commercially reasonable agreement regarding the Parking Spaces required by any third-party vendor of Landlord (and Tenant shall cooperate with such vendor and comply with any commercially reasonable rules and regulations promulgated by such vendor that are generally applicable to all persons parking in the parking areas associated with the Building). Tenant does not currently pay any monthly parking rent for use of the Parking Spaces; provided, however, in the event Tenant leases any additional parking spaces, such spaces shall be at the standard parking rate per parking space (subject to change upon thirty (30) days' advance written notice to Tenant), payable as Rent. Further, Tenant shall be liable for any taxes on such paid parking spaces and Tenant shall pay the Building standard charge for each parking access card (if any).

4. Tenant's Percentage Share; Operating Expenses. Tenant shall continue to pay Tenant's Percentage Share, as defined in Section 2.2(b) of the Lease, during the Term for the Office Space. For the purpose of determining Tenant's Percentage Share of Operating Expenses, "Controllable" Operating Expenses, as hereinafter defined, shall not increase by more than five percent (5%) per year on a cumulative and compounded basis (for example, if Controllable Operating Expenses are \$5.00 / rsf in year one, then they shall not exceed \$5.25 in year two, \$5.51 in year three, \$5.79 in year four and so on). It is understood and agreed that Controllable Operating Expenses shall include (i) all Operating Costs (as defined in Section 2.3(b) of the Lease) for the Property, and (ii) an amount equal to the sum of the total ownership, management, maintenance, repair, replacement and operating costs accruing during each such calendar year for other portions of the Project that are designated or maintained from time to time as common areas, including those areas which are for the benefit of the occupants of the Project whether or not so designated or maintained as common areas, as more fully set forth in Section 2.3(a) of the Lease, and Controllable Operating Expenses shall not include (i) real estate taxes, (ii) utilities, and (iii) insurance. The foregoing cap shall not be applicable following the first year of the term during any extension or renewal of the Lease (i.e., such cap shall be "reset" commencing the second year of any extension or renewal term of the Lease).

5. Extension Option. Tenant shall have the right and option to extend the Lease for the Office Space for one (1) additional, consecutive period of five (5) years under the same terms and conditions as stated in the Lease ("Extension Option"), with the exceptions that (a) no further extension options shall exist, and (b) monthly rental for such extension term shall be based on the then prevailing market rental rate as determined by Landlord, in good faith, based on then recent lease extensions within the Building and surrounding buildings in the Miami Airport/Doral submarket for comparable uses ("Market Rental Rate"). Tenant may reject the Extension Option granted herein within thirty (30) days following delivery to Tenant of Landlord's determination of the Market Rental Rate ("Rate Notice"). The Extension Option shall be exercisable by Tenant, if at all, only by timely delivery to Landlord of written notice of election between nine (9) and twelve (12) months prior to the expiration date of the Lease. The option herein granted shall be deemed to be personal to Tenant, and if Tenant subleases any portion of the Office Space or otherwise assigns or transfers any interest thereof to another party, such option shall lapse. In the event Tenant is in default of any term or condition beyond any applicable notice and grace period, at the time Tenant exercises notice, there shall be no extension of the Lease as provided herein.

If Tenant desires to continue with the Extension Option, but objects to the Market Rental Rate determined by Landlord, then Tenant must object, in writing, to same within said thirty (30) day period. No later than five (5) business days thereafter, Landlord and Tenant shall meet in an effort to negotiate, in good faith, the Market Rental Rate applicable to the Office Space. If Landlord and Tenant have not agreed upon the Market Rental Rate applicable to the Office Space within five (5) business days after meeting, then Landlord and Tenant shall each appoint a broker not later than forty-five (45) days following Landlord's delivery of the Rate Notice. If Landlord's broker and Tenant's broker have failed to agree upon the Market Rental Rate within sixty (60) days following delivery of the Rate Notice, the two (2) appointed brokers shall appoint a third broker (within five (5) business days following the expiration of said sixty (60) day period), and the Market Rental Rate shall be the arithmetic average of two (2) of the three (3) determinations which are the closest in amount, and the third determination shall be disregarded. If the two (2) appointed brokers fail to agree upon a third broker, then the Parties shall have the local office of the American Arbitration Association appoint the third broker and the Parties shall share equally in the cost

of such arbitration. Each party shall bear the costs of its own broker, and the Parties shall share equally the cost of the third broker, if applicable. Each broker shall have at least ten (10) years' experience in the leasing of similar commercial buildings in the Miami Airport/Doral submarket and shall be a licensed real estate broker.

6. **Landlord's Relocation Right.** Landlord's Relocation Right set forth in Section 1.4 of the Lease shall remain in full force and effect; provided, however, that (i) the right shall apply to the Leased Premises, and (ii) any new premises (the "New Premises") shall be (a) located within the Airport Corporate Center Project, (b) comparable to the Leased Premises in size and use for Tenant's purposes, (c) in a comparable class-A building, and (d) Tenant shall have the right to use parking spaces in structured parking areas associated with the New Premises, as designated by Landlord from time to time. In the event Landlord is unable to provide comparable space, then (i) Landlord shall not relocate Tenant or (ii) Tenant shall have the right and option to terminate the Lease (for the entire Leased Premises), with such termination to be effective twelve (12) months following Landlord's receipt of Tenant's Termination Notice ("Termination Effective Date") or upon an earlier date if Landlord requires Tenant to relocate at an earlier date. Tenant must exercise this right to terminate by providing written notice to Landlord within thirty (30) days following receipt of Landlord's relocation notice ("Termination Notice"). If Tenant fails to deliver to Landlord the Termination Notice on or before said date, this option to terminate shall lapse and Tenant shall have no further right to terminate the Lease. In the event Tenant has satisfied the provisions of this section, then all obligations of the Parties shall cease and terminate in the same manner as upon expiration of the Term as defined in the Lease; provided, however, that Tenant shall remain liable hereunder for all obligations and liabilities which accrue under the Lease, as amended, through the Termination Effective Date, including, without limitation, Tenant's obligation to pay Base Rental and Tenant's Percentage Share of Operating Expenses. Any such amounts not due and payable prior to the Termination Effective Date, but which relate to the period prior to the Termination Effective Date, shall be paid by Tenant to Landlord within fifteen (15) days of Tenant's receipt of an invoice therefor from Landlord. Additionally in the event Tenant exercises its termination pursuant to Landlord's Relocation Right, Landlord shall reimburse Tenant for reasonable actual and verifiable moving expenses incurred by Tenant due to Tenant's relocation to an alternate location. Tenant acknowledges and agrees that Tenant shall not have any right to monument signage if the New Premises is located in a different building at the Airport Corporate Center Project; however, in the event that Tenant is relocated to New Premises in a different building at the Airport Corporate Center Project, Landlord shall pay for the cost of removing Tenant's currently existing monument signage.

In the event Landlord exercises Landlord's Relocation Right, Landlord shall provide Tenant with no less than six (6) months written notice of the impending relocation. The notice will be accompanied by a lease amendment that will be executed by Tenant to acknowledge and accept or reject Landlord's terms and conditions of the New Premises. If the amendment is accepted, Landlord shall build out and construct the New Premises in the same manner and with the same level of finishes as the Leased Premises upon receipt of the fully executed amendment. The Lease shall remain in full force and effect except as to any change of address, suite number, etc. Landlord shall be responsible for all relocation costs associated with Tenant's relocation to the New Premises, including but not limited to, moving of all furniture, fixtures and equipment and installation of same, telephone and data cabling (including any fees associated with the transfer of the services or new service set up fees), computer and telephone equipment installation (including server room), replacement of all stationary and marketing materials. Landlord will coordinate with Tenant in an effort to minimize down time and any disruption to Tenant's business operations.

7. **Brokers.** Tenant hereby represents and warrants to Landlord that Tenant has not dealt with any real estate brokers or leasing agents, except Jones Lang LaSalle, who represents Tenant, and Landlord hereby represents and warrants to Tenant that CBRE, Inc., is the sole real estate broker or leasing agent representing Landlord (collectively the "Brokers"). No commissions are payable to any party claiming through either party as a result of the consummation of the transaction contemplated by this Amendment, except to Brokers, if applicable. The Parties hereby agree to indemnify and hold each other harmless from any and all loss, costs, damages or expenses, including, without limitation, all attorneys' fees and disbursements by reason of any claim of or liability to any other broker, agent, entity or person claiming through either party (other than Brokers) and arising out of or in connection with the negotiation and execution of this Amendment.

8. **Counterparts; Signatures.** This Amendment may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed

electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment had been delivered and had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature. If this Amendment has been executed by electronic signature, all parties executing this document are expressly consenting under the Electronic Signatures in Global and National Commerce Act ("E-SIGN"), and Uniform Electronic Transactions Act ("UETA"), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

9. **Miscellaneous.** With the exception of those matters set forth in this Amendment, Tenant's leasing of the Office Space shall be subject to all terms, covenants and conditions of the Lease, including all amendments to the Lease. In the event of any express conflict or inconsistency between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control and govern. Except as expressly modified by this Amendment, all other terms and conditions of the Lease are hereby ratified and affirmed. Any rights or options granted to Tenant in any form other than the Lease or subsequent amendment thereto are hereby declared null and void. As of the date of this Amendment, the Parties acknowledge that the Lease is a valid and enforceable agreement and that Tenant holds no claims against Landlord or its agents which might serve as the basis of any other set-off against accruing rent and other charges or any other remedy at law or in equity.

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IN WITNESS WHEREOF, the foregoing Amended and Restated Third Amendment to Lease is dated effective as of the date and year first written above.

LANDLORD:
SPUS7 MIAMI ACC, LP,
a Delaware limited partnership

By: _____
Name: _____
Title: _____
Date: _____

Witness 1: _____

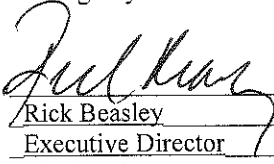
Witness 2: _____

By: _____
Name: _____
Title: _____
Date: _____

Witness 1: _____

Witness 2: _____

TENANT:
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD,
d/b/a CAREERSOURCE SOUTH FLORIDA,
a Government agency

By: 
Name: Rick Beasley
Title: Executive Director
Date: 7/23/2018

Witness 1: 

Witness 2: 

By: _____
Name: _____
Title: _____
Date: _____

Witness 1: _____

Witness 2: _____