

## SECOND AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (the "Agreement") is made and entered into effective as of October 1, 2017, by and between South Florida Workforce Investment Board ("Lessee") and Northside Centre, LLC as successor in interest to 7900 NW Avenue, LLC ("Lessor").

### RECITALS

A. On or about July 1, 2007, the parties entered into a certain Lease whereby Lessor is leasing to Lessee the premises located at 7900 NW 27<sup>th</sup> Avenue, Suite# 200 North (D24&D25), Miami, FL 33147 (the "Premises") later amended by First Amendment to Lease Agreement dated September 28<sup>th</sup>, 2012 collectively referred to as (the "Lease");

B. Whereas the term of the Lease expires September 30, 2017, and;

C. The parties desire to amend and extend the Lease Agreement upon the terms and conditions which follow:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Lease Agreement entered into by the parties on July 1, 2007 is hereby amended only as follows:

1. Paragraph 2 is hereby repealed and amended to state the following:

2. TERM

The term of this Lease shall commence on July 1, 2007 and expire on September 30, 2018.

2. Paragraph 3 is hereby repealed and amended to state the following:

3. RENT

The Lessee hereby agrees to pay to the Lessor the sum of Thirty-Four Thousand Five Hundred Dollars and Zero Cents (\$34,500.00) per month for the rental period described in paragraph 2 (TERM). The rent shall be paid to the Lessor at: Northside Centre, LLC 7900 NW 27 Avenue, Suite 234, Miami, FL.

3. Paragraph 11 is hereby repealed and amended to state the following:

11. RIGHT TO TERMINATE

The Lessor and Lessee hereby covenant and agree that if default shall occur in the payment of the aforesaid rent for a period of thirty (30) days or more, the Lessor shall be entitled to immediately re-enter and re-take possession of the leased premises. In the event Lessee violates any of the covenants of this Agreement, then the Lessor shall provide written notice to Lessee setting forth the alleged breach of the Agreement by Lessee and notifying Lessee of Lessor's intent to terminate this Agreement (the "Notice"). Lessee then shall have five (5)

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business days from receipt of the Notice to either cure the default or to surrender the premises to Lessor. Lessee's failure to cure the default or to surrender the leased premises within five (5) business days from receipt of the Notice shall result in the Lessor's immediate right to re-enter and re-take the leased premises.

Any waiver of the Lessor under this clause for any period of time shall not prevent its subsequent election to enforce the same during the continuance of said violation.

Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right to terminate this Lease prior to the Expiration Date if Tenant loses its federal funding and is unable to continue operating or in the event that any building owned or lease by Miami-Dade County or any other government owned building or any other government leased building becomes available to the Tenant for occupancy during the term of this Lease. In such event, Tenant will give Landlord written notice of such loss of funding and/or its intent to terminate this Lease not less than thirty (30) days prior to such termination.

Additionally, commencing April 1<sup>st</sup>, 2018 Lessee shall have the right to terminate this Lease for any reason upon providing Lessor with a minimum of sixty (60) days advanced written notice.

If Lessee exercises their Right to Terminate pursuant to this paragraph, commencing April 1<sup>st</sup>, 2018, then Lessee shall reimburse Lessor, for the unamortized amount of commissions paid by Lessor to the respective brokers for the remainder of the Lease term. The monthly amortized commission reimbursement is \$1,035.00.

4. Paragraph 22 is hereby repealed and amended to state the following:

22. FULL TERM AND CONDITIONS

The Lease Agreement, inclusive of Addendums A and B, as amended by First Amendment to Lease Agreement and Second Amendment to Lease Agreement contain the full and complete agreement by and between the Lessor and Lessee. Any changes, modifications, corrections, deletions or extensions shall be made in writing and signed by both parties.

5. Paragraph 23 is hereby added and states the following:

23. ACORN CLAUSE

ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE: Lessor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act of 2010, Division E, Section 511 (Pub. L. 111-117) and the federal funding restrictions of covered organizations as defined in the Defund ACORN Act (H.R. 3571).

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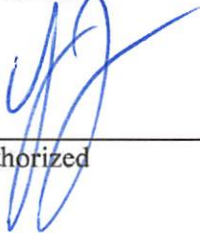

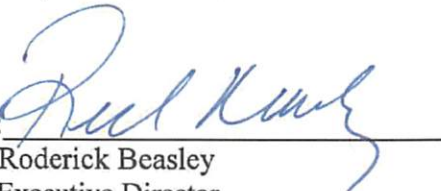
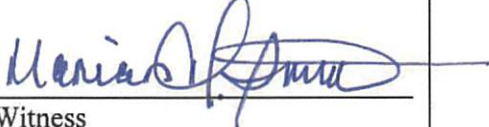



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6. Lessee acknowledges that the Lessor is in full compliance with the Lease and that Lessee has no claims whatsoever against Lessor as of the date hereof. Likewise, Lessor acknowledges that the Lessee is in full compliance with the Lease and that Lessor has no claims whatsoever against Lessee as of the date hereof

7. All of the other terms and conditions of the Lease, except as modified herein, are hereby ratified and approved and shall continue in full force and effect as originally written.

<b>LESSOR:</b>	
Northside Centre, LLC 7900 NW 27 <sup>th</sup> AVE, Suite 234 Miami, Florida 33147	
By:  Duly Authorized	By:  Witness
<b>LESSEE:</b>	
South Florida Workforce Investment Board 7300 Corporate Center Drive, Suite 500 Miami, Florida 33126	
By:  Roderick Beasley Executive Director	By:  Witness

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