

**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 Third Amendment to Lease dated June 15, 2016 (the "Original Amendment"). The recitals to the Original Amendment incorrectly referenced a separate lease between Landlord and Tenant for certain office space within the Project, and accordingly, this Amended and Restated Third Amendment to Lease is intended to correct such error in the Original Amendment by referencing the lease for the Warehouse Space. 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 entered into that certain Airport Corporate Center Lease Agreement dated March 25, 2009, as amended by that certain First Amendment to Office Lease Agreement dated September 1, 2012, and Second Amendment to Office Lease Agreement dated March 13, 2014 (collectively, the "Lease"), pertaining to the premises currently comprised of a total of approximately 4,380 Rentable Square Feet of space in Bay E of Building 3 ("Bay E" or "Warehouse Space" or "Leased Premises") located at 7245 Corporate Center Drive, in Miami, Florida 33126 ("Building"); and

WHEREAS, Landlord and Tenant desire to enter into this Amendment to amend the lease as to the Warehouse Space 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. **Relocation.** Effective on or before October 1, 2016, Landlord's Work shall be substantially complete and Landlord shall receive a Certificate of Occupancy or Temporary Certificate of Occupancy (if applicable) ("Relocation Effective Date"), the Parties agree that the approximately 9,706 Rentable Square Feet of space, commonly known as Bay B, located at 7245 Corporate Center Drive, and as shown on **Exhibit A** attached hereto and incorporated herein by this reference ("Relocated Warehouse Space"), shall be substituted for the original Leased Premises (i.e., the original Warehouse Space). Tenant shall accept the Relocated Warehouse Space upon completion of Landlord's Work as set forth in the Work Letter, attached hereto as **Exhibit B**, and incorporated herein by this reference. The systems servicing the Relocated Warehouse Space shall be in good working order as of the Relocation Effective Date. On the Relocation Effective Date, for all purposes under the Lease and this Amendment, the term "Warehouse Space" shall mean and shall be the Relocated Warehouse Space, unless otherwise specifically identified as the original Warehouse Space or unless the context otherwise provides, and the Relocated Warehouse Space shall be deemed to be the Leased Premises. Tenant shall have access to the Relocated Warehouse Space five (5) days prior to the Relocation Effective Date to move its furniture and fixtures and install telephone and computer cabling and equipment. Any entry into the Relocated Warehouse Space prior to the Relocation Effective Date shall be subject to the terms and conditions of the Lease as hereby amended as if the Relocated Warehouse Space was the original Leased Premises, except that Tenant shall not be required to pay Rental for any period(s) prior to the Relocation Effective Date for the Relocated Warehouse Space. Promptly following the Relocation Effective Date, Landlord shall deliver to Tenant a Confirmation of Lease Terms and Dates substantially in the form attached hereto as **Exhibit C**, and, if accurate, Tenant shall have ten (10) business days thereafter to execute and remit the same to Landlord. If not accurate, Tenant and Landlord shall each have ten (10) business days following receipt of the draft to review, revise and deliver a copy of any and all corrections.

3. **Surrender.** Within five (5) business days following the Relocation Effective Date, Tenant shall surrender the original Warehouse Space in the condition and manner required for the surrender of the original Leased Premises pursuant to the terms and conditions of Section 1.5 of the Lease.

4. **Base Rental.** Effective on the Relocation Effective Date, Tenant shall pay to Landlord Base Rental for the Relocated Warehouse Space for the remainder of the Term, which shall be payable in monthly installments as follows:

<u>Months</u>	<u>Base Rental/RSF/Year</u>	<u>Monthly Installments</u>
Relocation Effective Date – Month 01	\$7.50	\$ 0.00*
Month 02 – Month 12	\$7.50	\$6,066.25
Month 13 – Expiration Date (05/31/18)	\$7.73	\$6,252.28

\* In the event that the abatement period begins on a day other than the first day of a calendar month, the first and last calendar months of the abatement period shall be prorated so that Tenant receives one (1) full month of rental abatement. Such abatement shall apply solely to payment of the monthly installments of Base Rental and Operating Expenses and shall not be applicable to any other charges, expenses or costs payable by Tenant under the Lease or this Amendment, including, without limitation, Tenant’s obligation to pay Additional Rental and its utilities. Landlord and Tenant agree that the abatement of rental and other payments contained in this Section is conditional and made by Landlord in reliance upon Tenant’s faithful and continued performance of the terms, conditions and covenants of this Amendment and the Lease and the payment of all monies due Landlord hereunder. In the event that Tenant defaults under the terms and conditions of the Lease or this Amendment beyond any applicable notice and cure period, all conditionally abated Rental shall become fully liquidated and immediately due and payable (without limitation and in addition to any and all other rights and remedies available to Landlord provided herein or at law and in equity).

Commencing on the Completion Date (as defined in the Work Letter, attached hereto as **Exhibit B**), Tenant shall receive five (5) days of Base Rental and Operating Expense abatement for the original Warehouse Space, during which time Tenant may move any personal property, fixtures and equipment from the original Warehouse Space into the Relocated Warehouse Space, as further set forth in Section 2 above.

Except as otherwise expressly provided herein, Base Rental shall be payable in accordance with Section 2.1 of the Lease.

5. **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 Leased Premises. Landlord and Tenant hereby acknowledge and agree that effective on the Relocation Effective Date, Tenant’s Percentage Share in the Relocated Warehouse Space shall be amended to be the fraction, the numerator of which is the total number of square feet of Rentable Square Feet within the Relocated Warehouse Space, and the denominator of which is the greater of (i) ninety-five percent (95%) of the total square footage of all Rentable Square Feet in the Building held for lease, or (ii) the total square footage of all Rentable Square Feet in the Building actually leased to rent paying tenants. Operating Expenses for calendar year 2016 are presently estimated to be \$4.88 per Rentable Square Foot of 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).

6. **Security Deposit.** Upon Tenant's execution of this Amendment, Tenant shall deliver to Landlord Ten Thousand Three Hundred Eighty-Five and 42/100ths Dollars (\$10,385.42) (i.e., the last month's gross rent for the Relocated Warehouse Space) ("Security Deposit"). In the event of any default by Tenant hereunder, beyond any applicable notice and cure period, Landlord shall have the right, but shall not be obligated, to apply or retain all or any portion of the Security Deposit in payment of Tenant's obligations hereunder, but any such application or retention shall not have the effect of curing any such default. Landlord shall not be obligated to hold the Security Deposit as a separate fund, but may commingle the same with its other funds. Upon expiration of the Term hereof, the Security Deposit (or the balance thereof remaining after payment out of the same or deductions therefrom as provided above) shall be returned to Tenant no later than thirty (30) days following such expiration. No interest shall be payable with respect to the Security Deposit. Landlord or any owner of the Building may transfer or assign the Security Deposit to any new owner of the Building or to any assignee or transferee of the Lease or may credit the Security Deposit against the purchase price of the Building and upon such transfer or credit all liability of the transferor or assignor of such security shall cease and come to an end, so long as the transferee assumes the obligation. Unless and until Landlord demonstrates in writing that any portion of the Security Deposit should be withheld, upon the termination or expiration of the Lease, the full amount Tenant delivered to Landlord, Ten Thousand Three Hundred Eighty-Five and 42/100ths Dollars (\$10,385.42), in payment of the Security Deposit shall be returned to Tenant in accordance with applicable law.

7. **Services.** Section 3.1 of the Lease is hereby deleted in its entirety, and is replaced with the following: Tenant shall be responsible for the cost of electricity, water, trash removal, janitorial service and the maintenance and monthly costs of the HVAC systems servicing the Relocated Warehouse Space, currently estimated to be Four Dollars (\$4.00) per Rentable Square Foot of space. Additionally, Tenant shall maintain all areas of the interior of the Relocated Warehouse Space and all systems serving the Relocated Warehouse Space in good condition throughout the Lease Term per Section 5.3 of the Lease. Any above-standard services or services requested to be provided outside of Building-standard hours may incur an extra cost to Tenant at then Building-standard rates customarily charged by Landlord. The Relocated Warehouse Space is separately metered and Tenant shall pay for Tenant's electricity and shall contract directly with Florida Power and Light.

8. **Parking.** Tenant shall have the right and option to use nineteen (19) additional surface parking spaces (i.e., two (2) parking spaces per 1,000 Rentable Square Foot of space in the Relocated Warehouse Space) in such areas of the Parking Areas, as defined in Section 1.1(d) of the Lease, as may be determined by Landlord from time to time, at no cost to Tenant, pursuant to the same terms and conditions as set forth in Section 3.6 of the Lease.

9. **Signage.** Landlord will permit Tenant to place its signage at the entrance to the Relocated Warehouse Space. All costs associated with the fabrication, installation, maintenance, removal and replacement of Tenant's signage shall be the sole responsibility of Tenant. Tenant shall maintain such signage in good condition and repair. Tenant shall remove such signage and repair any damage caused thereby, at its sole cost and expense, upon the expiration or sooner termination of the Lease, as amended. The color, content, size and other specifications of any such signage shall be in accordance with the terms and conditions of the Lease, and 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.

10. **Extension Option.** Tenant shall have the right and option to extend the Lease for the Warehouse 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 twenty (20) 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 (i.e., May 31, 2018). The option herein granted shall be deemed to be personal to Tenant, and if Tenant subleases any portion of the Warehouse 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 to the same within said twenty (20) days. 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 Warehouse Space. If Landlord and Tenant have not agreed upon the Market Rental Rate applicable to the Warehouse 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.

**11. 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.

**12. 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 losses, 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.

**13. Energy and Environmental Initiatives.** Tenant shall cooperate with Landlord in any programs in which Landlord may elect to participate relating to the Building's (i) energy efficiency, management, and conservation; (ii) water conservation and management; (iii) environmental standards and efficiency; (iv) recycling and reduction programs; and/or (v) safety, which participation may include, without limitation, the Leadership in Energy and Environmental Design (LEED) program and related Green Building Rating System promoted by the U.S. Green Building Council, as well as the Energy Star program promoted by the U.S. Environmental Protection Agency and the U.S. Department of Energy.

**14. 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.

**15. Miscellaneous.** With the exception of those matters set forth in this Amendment, Tenant's leasing of the Leased Premises shall be subject to all terms, covenants and conditions of 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. The Parties acknowledge that the Lease is a valid and enforceable agreement and that at the time of its execution 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: \_\_\_\_\_

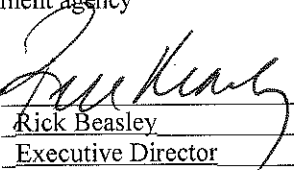
Witness 2: \_\_\_\_\_

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:  \_\_\_\_\_

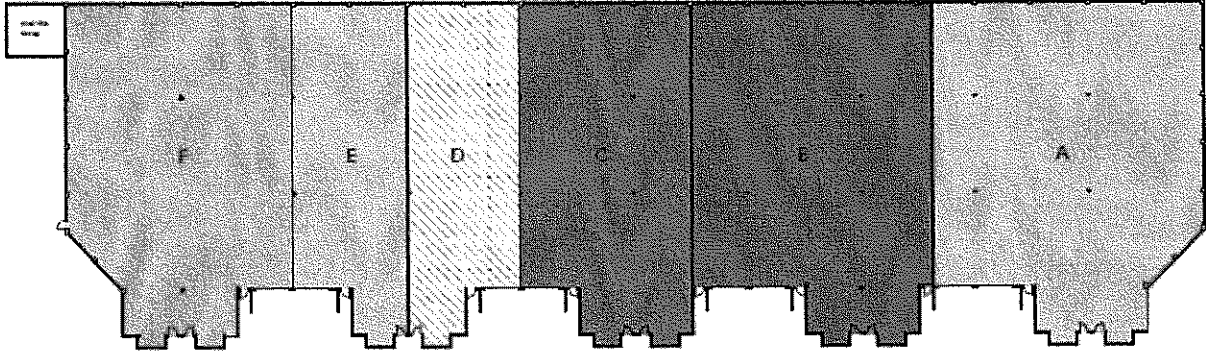
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness 1: \_\_\_\_\_

Witness 2: \_\_\_\_\_

EXHIBIT A

RELOCATED WAREHOUSE SPACE – BAY B (9,706 RSF)



**EXHIBIT B**

**WORK LETTER**

This is the Work Letter referenced in and specifically made a part of Third Amendment to Lease to which this **Exhibit B** is annexed, covering the Relocated Warehouse Space, as more particularly described in the Amendment. Landlord and Tenant agree as follows:

1. **Defined Terms.** The following defined terms shall have the meaning set forth below and, unless provided to the contrary herein, the remaining defined terms shall have the meaning set forth in the Lease, as amended:

Landlord's Representative: Suzanne Russo of CBRE, Inc. Landlord has designated Landlord's Representative as its sole representative with respect to the matters set forth in this Work Letter, who shall have full authority and responsibility to act on behalf of Landlord as required in this Work Letter. Landlord shall not change Landlord's Representative except upon prior written notice to Tenant's Representative. Tenant acknowledges that no contractor engaged by Tenant is Landlord's agent and neither entity has authority to enter into agreements on Landlord's behalf or otherwise bind Landlord.

Tenant's Representative: Marian Smith of CAREERSOURCE SOUTH FLORIDA. Tenant has designated Tenant's Representative as its representative with respect to the matters set forth in this Work Letter, who shall have full authority and responsibility to act on behalf of Tenant as required in this Work Letter. Tenant shall not change Tenant's Representative except upon prior written notice to Landlord's Representative. Landlord acknowledges that no contractor engaged by Landlord is Tenant's agent and neither entity has authority to enter into agreements on Tenant's behalf or otherwise bind Tenant.

Allowance: The lesser of (a) Forty-Eight Thousand Five Hundred Thirty and No/100ths Dollars (\$48,530.00) (i.e., \$5.00 per Rentable Square Foot of space in the Relocated Warehouse Space); or (b) the actual cost of Tenant's Work, as defined below. The Allowance may be applied towards all architectural space planning, mechanical and engineering working drawing fees, permitting and project management fees, moving expenses, signage costs, cabling and telecommunications costs in the Relocated Warehouse Space. Tenant may elect to apply up to Nineteen Thousand Four Hundred Twelve and No/100ths Dollars (\$19,412.00) (i.e., \$2.00 per Rentable Square Foot of space in the Relocated Warehouse Space) towards Tenant's future Base Rental obligations.

Construction Management Fee: Three percent (3%) of the actual hard construction costs for Tenant's Work, Landlord's costs resulting from Landlord's review of the Plans, construction management costs, use of facilities and other such costs incurred by Landlord as a result of Tenant's Work.

General Contractor: To be selected by Landlord as soon as is reasonably practicable after the mutual execution and delivery of this Amendment.

Space Plans Landlord shall deliver space plans to Tenant, for Tenant's review and approval, not to be unreasonably withheld, conditioned or delayed, within thirty (30) days following mutual execution of the Amendment.

2. **Landlord's Work.** Tenant accepts the Relocated Warehouse Space upon completion of Landlord's Work as described herein, with all systems servicing the Relocated Warehouse Space in good working order and acknowledges that Landlord shall have the obligation to do all the work in or on the Relocated Warehouse Space in



accordance with the Construction Documents (as defined below) and the materials and items described therein and to render the Relocated Warehouse Space ready for Tenant's use or occupancy, subject to the Allowance referenced in Section 1 above ("Landlord's Work). Landlord's Work shall include renovation of the restrooms associated with the Relocated Warehouse Space, in accordance with all applicable codes. Unless otherwise specifically stated herein or in the Construction Documents, all materials shall be of Building standard quality and color.

3. Construction of the Relocated Warehouse Space. Landlord and Tenant agree that their respective rights and obligations in reference to the construction of the Relocated Warehouse Space shall be as follows:

3.01 Preparation of Construction Documents.

(a) Landlord shall cause to be prepared detailed architectural, mechanical and engineering plans, including all dimensions and specifications for all work to be performed by Landlord in the Relocated Warehouse Space, substantially in accordance with the Space Plans, to be attached hereto as **Exhibit B-1** and subject to the Allowance ("Construction Documents"). Landlord shall engage an architect subject to approval by Tenant's Representative, which approval shall not be unreasonably withheld, conditioned or delayed (the "Architect").

(b) Tenant shall cooperate as necessary in connection with the preparation of the Construction Documents, in a complete and timely manner, and without limiting the foregoing, shall provide to Landlord all information as shall be required by Landlord's engineers to prepare mechanical plans, which information shall include, but not be limited to, the following:

- (1) any special floor-loading conditions which may exceed the structural weight limits of the floor;
- (2) specifications of any heat emanating equipment to be installed by Tenant which may require special air conditioning;
- (3) electrical specifications of any equipment that requires non-standard electrical power outlets; and
- (4) complete specifications of any data-line wiring required, including cable routing, conduit size, cable type and similar items.

(c) The Construction Documents shall be delivered to Tenant for its review and consideration as soon as reasonably possible. Tenant shall inform Landlord of any required changes as soon as possible, but in no event later than five (5) business days following Tenant's receipt of the Construction Documents. Any change or modification to the Construction Documents after such date, shall not be valid or binding unless consented to by Landlord in writing.

(d) During the installation of fixtures' by Tenant, Tenant shall be allowed to use, at no cost to Tenant, a freight elevator for the purpose of hoisting materials, equipment and personnel to the Relocated Warehouse Space. Also during the construction period, Tenant shall ensure that the Building and all common areas and the Relocated Warehouse Space are kept in a clean and safe condition at all times. After hours construction activities by Tenant shall require reimbursement to Landlord for its costs for after-hours supervision, which amount shall be in addition to the Construction Management Fee. Further, all of Tenant's construction activities shall be conducted so as to use reasonable efforts to minimize interference with the use and occupancy of the Building by the tenants thereof. Such entry shall be deemed to be under all the terms, covenants, provisions and conditions of the Lease.

(e) Coordination. All other work performed by Tenant above and beyond that work depicted on **Exhibit B-2**, attached hereto and incorporated herein by this reference, shall be coordinated with Landlord's Representative. Landlord's Representative shall timely notify and invite Tenant's Representative to all construction meetings (with contractors, engineers, architects and others), and supply all documentation reasonably requested by

Tenant's Representative.

(f) Assumption of Risk. All materials, work, installations, equipment and decorations of any nature whatsoever brought on or installed in the Relocated Warehouse Space pursuant to the provisions of this Work Letter before the commencement of the Term or throughout the Term shall be at Landlord's risk, except for any installation done by and/or equipment or furniture brought into the Relocated Warehouse Space by Tenant.

(g) Tenant hereby acknowledges and agrees that it is Landlord's sole and exclusive responsibility to cause the Relocated Warehouse Space and the Construction Documents to comply with all applicable laws, including the Americans with Disabilities Act and other ordinances, orders, rules, regulations and requirements of all governmental authorities having jurisdiction thereof. In the event the Relocated Warehouse Space fails to comply with any applicable laws, Landlord shall be liable for bringing the Relocated Warehouse Space into compliance.

3.02 Changes. Tenant's Representative may request reasonable changes in the Construction Documents; provided, however, that (a) no change shall be made to the Construction Documents without Landlord's Representative's prior written approval, which approval shall not be unreasonably withheld or delayed; (b) no such request shall effect any structural change in the Building or otherwise render the Relocated Warehouse Space or Building in violation of applicable laws; (c) Tenant shall pay any additional costs required to implement such change, including, without limitation, loss of rents, architecture and other consultant fees, and increases in construction costs if such request is done to the final Construction Documents and delays completion of Landlord's Work. If Tenant's Representative requests or causes any change, addition or deletion to the Relocated Warehouse Space to be necessary after approval of the Construction Documents, a request for the change shall be submitted to Landlord's Representative, accompanied by revised plans prepared by the Architect, all subject to the Allowance.

3.03 Cost Estimate. If Landlord determines, based on a Cost Estimate provided by the General Contractor, that the cost of Landlord's Work will exceed the Allowance, then prior to commencement of Landlord's Work, Landlord will submit to Tenant a cost estimate for Landlord's Work ("Cost Estimate") which Tenant shall approve or reject within five (5) days after receipt thereof. Tenant's failure to reject the Cost Estimate within said five (5) day period shall be deemed to be an acceptance thereof. If Tenant rejects the Cost Estimate, Tenant shall, together with such rejection, propose such changes to the Construction Documents as will cause the Cost Estimate to be acceptable. If the accepted Cost Estimate exceeds the Allowance, then, commencing on the Relocation Effective Date, such overage (the "Cost Estimate Overage") shall be amortized over the remainder of the Term of the Lease with interest thereon at the annual rate of eight percent (8%) and added to the Base Rent. In the event of a monetary default beyond any applicable notice and cure period, the outstanding balance of the Cost Estimate Overage shall become fully liquidated and immediately due and payable. Notwithstanding anything to the contrary contained herein, in the event that the Cost Estimate Overage exceeds the sum of Twenty-Nine Thousand One Hundred Eighteen and No/100ths Dollars (\$29,118.00) (i.e., \$3.00 per rentable square foot of space in the Relocated Warehouse Space), then Tenant shall pay to Landlord the amount of such excess within ten (10) business days after receipt by Tenant of a bill therefor, but in no event later than the Relocation Effective Date.

4. Allowance. Landlord shall contribute to the costs and expenses of all costs for the planning and design of Landlord's Work, including all permits, licenses and construction fees and constructing Tenant Work in an amount not to exceed the Allowance. After Tenant's Work is complete, as provided under Section 11 hereof, Landlord's Representative shall submit to Tenant's Representative (a) a copy of a certificate of occupancy or amended certificate of occupancy required with respect to the Relocated Warehouse Space, if applicable, together with all licenses, certificates, permits, warranties and other government authorizations necessary in connection with Landlord's Work and the operation of Tenant's business from the Relocated Warehouse Space, and (b) proof that Landlord has complied with all of the conditions set forth in this Work Letter and has satisfactorily completed Landlord's Work.

5. Tenant's Entry Prior to Relocation Effective Date. Landlord may permit Tenant or its agents or laborers to enter the Relocated Warehouse Space at Tenant's sole risk prior to the Relocation Effective Date in order to perform through Tenant's own contractors such work as Tenant may desire, at the same time that Landlord's contractors are working in the Relocated Warehouse Space. The foregoing license to enter prior to the Relocation Effective Date,

however, is conditioned upon Tenant's labor not interfering with Landlord's contractors or with any other tenant or its labor. If at any time such entry shall cause disharmony, interference or union disputes of any nature whatsoever, or if Landlord shall, in Landlord's sole judgment, determine that such entry, such work or the continuance thereof shall interfere with, hamper or prevent Landlord from proceeding with the completion of the Building or Landlord's Work at the earliest possible date, this license may be withdrawn by Landlord immediately upon written notice to Tenant. Such entry shall be deemed to be under and subject to all of the terms, covenants and conditions of the Lease, and Tenant shall comply with all of the provisions of the Lease which are the obligations or covenants of Tenant, including, but not limited to, insurance requirements and indemnification obligations, except that the obligation to pay Rental shall not commence until the Relocation Effective Date. In the event that Tenant's agents or laborers incur any charges from Landlord, such charges shall be deemed an obligation of Tenant and shall be collectible as Rental pursuant to the Lease and upon default in payment thereof, Landlord shall have the same remedies as for a default in payment of Rental pursuant to the Lease.

6. Landlord's Work Completion. Landlord's Work shall be deemed complete when all work called for by the Construction Documents has been finished, the Relocated Warehouse Space is ready to be used and occupied by Tenant and Tenant has received a Certificate of Occupancy; provided that Landlord shall have a maximum of twelve (12) weeks following the date Landlord receives all required permits for Landlord's Work to complete Landlord's Work ("Completion Date"). Promptly after the Completion Date, the Parties will execute an instrument in the form attached hereto as Exhibit C, setting forth the Relocation Effective Date, so that said date is certain and such instrument, when executed, is hereby made a part of this Amendment and incorporated herein by reference.

7. In the event that Landlord fails to complete Landlord's Work substantially in accordance with the terms and conditions set forth herein, and such failure (1) is not due to force majeure or a delay caused by Tenant or Tenant's agents or employees, and (2) materially and adversely affects Tenant's ability to do business from the Premises, as determined within the reasonable discretion of Tenant, Tenant shall provide written notice to Landlord, specifying the failure and required action. Tenant may permit Landlord to cure such default within ten (10) business days after receipt of such notice. If such failure cannot be cured within ten (10) business days, Tenant may provide Landlord with additional time to cure such default; provided, however, that Landlord shall commence actions to cure such failure within said ten (10) business day period and diligently prosecute such cure to completion, provided such failure is not due to force majeure or a delay caused by Tenant or Tenant's agents or employees, in the specified time period following the written notice. Commencing on the eleventh (11th) business day following Landlord's receipt of Tenant's notice, upon election of Tenant, Tenant's Base Rental shall be abated on a per diem basis for every day that Landlord's Work is not complete until the Completion Date. Landlord and Tenant agree that the waiver of rental and other payments contained in this Section is conditional and is made by Landlord in reliance upon Tenant's faithful and continued performance of the terms, conditions and covenants of the Amendment and the payment of all monies due Landlord hereunder. In the event that Landlord fails to complete or diligently pursue the cure for such failure of Landlord's Work in the time period set forth herein or at the expiration of a time certain if Landlord is provided additional time to cure such failure, then Tenant may provide a second written notice to Landlord. If Landlord fails to cure such default within ten (10) business days following Tenant's second written notice, Tenant may provide Landlord with additional time to cure such default. In the event of Landlord's failure to cure said default, Tenant's faithful and continued timely performance hereunder and Tenant's payment of all monies due Landlord and upon the expiration hereof, Landlord shall have then waived and forgiven Tenant from rental payments specified in this Section until Landlord's Work is substantially complete in accordance with the terms and conditions set forth herein. In the event of either party's failure to perform pursuant to the terms and conditions hereof, the parties shall have the right to exercise any and all remedies provided herein or at law and in equity.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**EXHIBIT B-1**

**SPACE PLANS**

LANDLORD SHALL USE COMMERCIALY REASONABLE EFFORTS TO DELIVER SPACE PLANS TO TENANT FOR TENANT'S REVIEW AND APPROVAL WITHIN THIRTY (30) DAYS FOLLOWING MUTUAL EXECUTION OF THE AMENDMENT.

EXHIBIT B-2

**WORK COST BREAKDOWN**



December 1, 2015

Diana Parker  
CBRE  
7415 NW 19<sup>th</sup> Street  
Bay D  
Miami, FL 33126

Re: Career Source - 7245 NW 19<sup>th</sup> Street Bay C  
Quote No.: Q-2334 Revised

Mrs. Parker,

We are pleased to present our Budget proposal for the above referenced project. We will supply and install all labor and material as indicated in the scope of work below for the lump sum of:

**As Per Attached Breakdown**

Attachments Included Herein:

- EXHIBIT "A" - COST BREAKDOWN (Landlord)
- EXHIBIT "B" - COST BREAKDOWN (Tenant)
- EXHIBIT "C" - CLARIFICATIONS

Thank you for allowing us the opportunity of working with you.  
Respectfully,

A handwritten signature in black ink, appearing to read "Jorge W. Gomez", is written over a horizontal line. The signature is stylized and cursive.

Jorge W. Gomez/ President

Wellington Construction Group, Inc.  
7320 North West 12th Street, Suite 101 Miami, Florida 33126 ph.305.463.8979 fs.305.463.9980  
CGC060740

## EXHIBIT "A"

### SFWF Landlord COST BREAKDOWN

Demolition		\$0
Concrete Cutting and Pouring		\$750
Masonry & Stone		\$0
Metals		\$0
Carpentry & Millwork		\$0
Roof Patch		\$0
Doors, Frames, Hardware, Windows & Glass:		\$1,330
Doors, Frames & Hardware	\$1,330	
Windows & Glass	\$0	
Finishes:		\$6,137
Lath, Plaster & Drywall at Restrooms	\$4,487	
Tile and Labor at Bathroom Floor	\$750	
Acoustical Ceiling	\$0	
Flooring	\$0	
Painting at Bathroom area	\$900	
Specialties (Bathroom Accessories)		\$1,336
Equipment		\$0
Furnishings		\$0
Special Construction		\$0
Conveying Systems		\$0
Mechanical:		\$12,950
Plumbing	\$8,850	
Fire Sprinklers (Minimum Cost)	\$2,600	
HVAC Exhaust Fans	\$1,500	
Electrical		\$2,100
Dumpster, Temporary Facilities, Cleaning & Protection		\$375
Permit Fees Allowance		\$980
Subtotal		\$25,956
Contractor's General Conditions & Overhead		\$1,817
Contractor's Fee		\$1,319
Total		<u>\$29,092</u>

### Wellington Construction Group, Inc.

7320 North West 12th Street, Suite 101 Miami, Florida 33124 ph.305.463.9979 F. 305.463.9980  
CGC060740

## EXHIBIT "B"

### SFWF Tenant COST BREAKDOWN

Demolition		\$975
Concrete Ramp		\$18,700
Masonry & Stone		\$0
Metal Support for A/C Equipment at Roof		\$690
Carpentry & Millwork		\$0
Roof Patch		\$0
Doors, Frames, Hardware, Windows & Glass:		\$0
Doors, Frames & Hardware	\$0	
Windows & Glass, Entry French Door Glass	\$0	
Finishes:		\$2,810
Drywall Patching at Two Rear Offices	\$750	
Tile	\$0	
Acoustical Ceiling	\$0	
Floor Polishing at Two Small rear Offices	\$1,500	
Painting at Two Small Offices	\$260	
Specialties		\$0
Equipment		\$0
Furnishings		\$0
Special Construction		\$0
Conveying Systems		\$0
Mechanical:		\$8,400
Plumbing	\$0	
Fire Sprinklers	\$0	
HVAC (4 Ton Split Unit for Two Small Offices)	\$8,400	
Electrical (Electrical for A/C Connection)		\$850
Dumpster, Temporary Facilities, Cleaning & Protection		\$770
Permit Fees Allowance		\$620
Subtotal		<u>\$31,815</u>
Contractor's General Conditions & Overhead		\$2,206
Contractor's Fee		<u>\$2,698</u>
Total		<u><u>\$36,419</u></u>

Wellington Construction Group, Inc.  
7320 North West 12th Street, Suite 101 Miami, Florida 33126 ph.305.463.9979 fx.305.463.9988  
CGCR60740

**EXHIBIT "C"**  
**CLARIFICATIONS**

1. The scope of the work includes the demolition of three restrooms to be converted into two handicap restrooms. It includes new drywall partitions at new restrooms, new handicap toilets, new sinks and handicap faucets, new restroom accessories, new handicap grab bars, new doors and new frames, new tile flooring and floor drains. It also includes work inside two small offices inside warehouse; floor polishing, painting and new vinyl base.
2. On the Tenant side, it includes the installation of a 4 ton split A/C unit and the construction of a Concrete ramp at the loading dock.
3. Permit cost is included an allowance.
4. The construction period for this project is approximately 6 weeks.
5. No other work is figured inside warehouse or office space
6. Asbestos survey /removal if required, by others.
7. Tile allowance of \$2.00 per square foot installed was figured in this proposal.
8. There's no work figured inside large open work area.
9. There's no work schedule for remaining part of the warehouse.

Wellington Construction Group, Inc.  
7320 North West 12th Street, Suite 101 Miami, Florida 33126 ph.305.463.9979 fx.305.463.9988  
CGC060740



**EXHIBIT C**

**CONFIRMATION OF LEASE TERMS AND DATES**

Re: Amended and Restated Third Amendment to Lease ("Amendment") dated April 9, 2018, 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"), for the premises located at 7245 Corporate Center Drive, Bay B, Miami, Florida 33126 ("Relocated Warehouse Space").

The undersigned, as Tenant, hereby confirms as of this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, the following:

1. The rentable square footage of the Relocated Warehouse Space is: 9,706 Rentable Square Feet.
2. The Completion Date is: \_\_\_\_\_.
3. The Relocation Effective Date is \_\_\_\_\_.
4. The Expiration Date is: May 31, 2018.
5. The schedule of Base Rental is:

<u>Dates</u>	<u>Base Rent/RSF/Year</u>	<u>Monthly Installments</u>
_____ - _____	\$7.50	\$ 0.00*
_____ - _____	\$7.50	\$6,066.25
_____ - _____	\$7.73	\$6,252.28
_____ - 05/31/18	\$7.96	\$6,438.31

\*Subject to any abatement contingencies set forth in the Amendment.

7. All alterations and improvements required to be performed by Landlord pursuant to the terms of the Lease to prepare the entire Premises for Tenant's initial occupancy have been satisfactorily completed. There are no offsets or credits against Rent or other amounts owed by Tenant to Landlord, except: \_\_\_\_\_ . As of the date hereof, Landlord has fulfilled all of its obligations under the Lease. The Lease is in full force and effect and has not been modified, altered, or amended. There are no defaults by Landlord.

***[Signatures on Following Page]***

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness 1: \_\_\_\_\_

Witness 2: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness 1: \_\_\_\_\_

Witness 2: \_\_\_\_\_