

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT, dated this 30th day of June, 2014, by and between **Monarch 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 September 7th 2009, (the "Lease Agreement"), in connection with the lease of that certain leased premises known as the entire second (2nd) and third (3rd) floors consisting of 22,306 square of net rentable office space (the "Leased Premises") located at office building situated 8485 Bird Road, Miami, Florida (the "Property"); and

WHEREAS, the Tenant has requested the Landlord to release the Tenant from all responsibilities under the Lease Agreement as it relates to the Tenant's occupancy of the third (3rd) floor of the Leased Premises (the "Released Space"); 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 herein contained, and for other good and valuable considerations, the parties hereto agree as follows:

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

2. **AMENDMENT.**

- a. **RELOCATION.** Tenant agrees to relocate its offices and deliver to the Landlord complete possession of the "Released Space by June 30th, 2014 (the "Release Date"). The Released Space shall be delivered to the Landlord in good repair and clean condition, normal wear and tear accepted. Tenant agrees to make, at its own cost and expense, any repairs required to the area of the Released Space used by the Tenant as a filing room caused by the removing of the filing system. The Tenant agrees that delivery of the Released Space will not be deemed to have taken place until the repairs to the filing room are completed by the Tenant. Tenant shall commence to relocate from the Released Premises upon the full execution of this Amendment by the parties hereto. The Tenant agrees to pay over to Landlord the Retained Space rent due as defined below and prorated by the number of days for the Released Space through July 31, 2014 if the Tenant has not delivered possession of the Released Space to the Landlord by the Release Date. In the event that the Tenant is unable to deliver possession of the Released Space to the Landlord by July 31, 2014, Tenant shall pay to Landlord \$30.67 per square foot for the Released Space, prorated by the number of days beyond July 31, 2014. If the Tenant does not deliver possession of the Released Space to Landlord by August 31, 2014, the terms of this Amendment shall be null and void and of no further effect. Once the

Tenant has delivered possession of the Released Space to the Landlord it will no longer be responsible or liable for the released Space.

- b. **RETAINED SPACE.** The Tenant shall retain possession of the second (2nd) floor of the Leased Premises consisting of 11,153 square feet of net rentable space office space (the "Retained Space"), attached hereto as Exhibit "A", in its "As Is" condition as of the date of this Amendment for a term of five (5) years commencing July 1, 2014. There shall be no allowance for Tenant improvements. The Tenant shall continue the use of the Retained Space for the purposes stated in the Lease Agreement.
- c. **TERM AND RENT PAYABLE.** Commencing on July 1, 2014, the base rent payable by the Tenant to the Landlord per net square feet of the for the Retained Space shall be as follows:

Year One \$22.00; \$20,447.17 monthly
Year Two \$22.66; \$21,060.58 monthly
Year Three \$23.34; \$21,692.59 monthly
Year Four \$24.04; \$22,343.18 monthly
Year Five \$24.76; \$23,012.36 monthly

The base rent shall cover the Tenant's share of the following costs related to the Property: real estate property taxes; property insurance; common area maintenance; water and sewer charges; and janitorial services. It does not include electrical charges applicable to the Retained Premises which are to be paid by the Tenant to FPL. It is acknowledged that the Tenant is exempt from the payment of sales taxes on the rent or additional rent payable by the Tenant under this Amendment.

- d. **LANDLORD EXPENSES/REPAIRS.** Landlord, during the term of this Amendment and any renewal periods thereof, shall be responsible at its sole cost and expense for all maintenance and repairs required to maintain the property's roof, exterior walls, sidewalks, driveways, parking areas, landscaping, including elevators, repairs made in compliance with all applicable laws and code requirements, repairs necessary to correct code violations or to correct defective equipment and repairs caused by windstorm damage. Landlord shall also be responsible for repairing and servicing all plumbing, electrical systems and HVAC equipment servicing and within the Retained Premises.
- e. **PARKING SPACES.** The Landlord will provide the Tenant with a minimum of Three (3) parking spaces per every 1,000 net rentable square feet of the Retained Space, or Thirty Four (34) parking spaces during the five (5) year term and any renewals thereof. Landlord has available twenty (20) visitor parking spaces for the use of the visitors of all tenants at the Property, on a first come basis. Use of Parking at the Property to be available Monday through Friday, from 8:00 AM to 5:00 PM.
- f. **RIGHT TO EARLY TERMINATION.** Tenant shall have an ongoing right to terminate the Lease as herein amended by this Amendment if Tenant loses funding and is unable to continue operating the Retained Space for the uses set forth in the Lease Agreement. Additionally, The Lease Agreement and this Amendment shall be governed by the Florida Legislature 2014

Conference Report on House Bill 5001, Department of Economic Opportunity,
introductory paragraph pages 290-291:

1. No federal or state funds shall be used to lease the Retained Space upon determination by Tenant that it no longer requires use of the Retained Space;
2. The terms of the Lease Agreement and this Amendment, and performance and obligations hereunder are subject to and contingent upon an annual appropriation by the Florida Legislature.
3. In the event that such annual appropriation does not occur, or in the alternative, there is either a reduction in funding from the prior annual appropriation or Tenant determines that the annual appropriation is insufficient to meet the requirements of the Lease Agreement and this Amendment, Tenant has the right to terminate the Lease Agreement and this Amendment upon written notice and shall have no further obligations to Landlord upon vacating and delivering possession of the Retained Space to Landlord.

To exercise the right to terminate the Lease Agreement and this Amendment, Tenant must provide the Landlord not less than six (6) months prior written notice, and payment of a termination fee to Landlord equal to the sum of Landlord's unamortized amount of commissions paid by the Landlord to the respective brokers. The termination fee is due to Landlord within sixty (60) days following the date the Tenant provided to Landlord notice exercising the termination right.

- g. RENEWAL OPTION. The Tenant shall have one (1) option to renew for five (5) years the initial term of the Lease Agreement and herein amended the option to be exercised no less than six (6) months in advance of the then current expiration date. The renewal rate shall be at the same base rent is then paying consistently escalated by three percent (3%). All other terms and conditions shall remain the same as for the initial term set forth in the Lease Agreement and this Amendment.
- h. SIGNAGE. Tenant shall continue to have the right to place its name and logo at the entrance of the Premises, Property lobby directory, on the existing pylon sign and at Tenant's discretion on the facade of the Property facing North. If the existing pylon sign is restructured to accommodate new tenants, Tenant's sign may be reduced in size and the cost for the new Tenant sign shall be paid by Tenant. Tenant's signage rights shall be equal to and in no way less than signage rights extended to a similar size tenant in the property.
- i. SECURITY DEPOSIT. Upon signing the lease, Landlord will reduce the existing Security Deposit of ninety-six thousand six hundred fifty-nine dollars and fourteen cents (\$96,659.14) on the Lease to forty thousand eight hundred ninety-four dollars and thirty-three cents (\$40,894.33), an amount equivalent to two (2) month's rent. At Tenant's option, Landlord shall either refund the difference to Tenant or apply the same amount towards Tenant's rental payment(s) under the lease.

- j. ASSIGNMENT AND SUBLETTING RIGHTS. Tenant shall have the right to sublease or assign its lease, subject to Landlord's approval of the subtenant or assignee, which shall not be unreasonably withheld or delayed by Landlord. Landlord will not have any recapture or profit-sharing rights relative to subletting or assignment by Tenant, and will not have the right to approve the terms or form of any proposed transaction.
- k. ACCESS. The Property and the Premises are accessible 24-hours per day, each day of the year.
- l. PUBLIC ENTITY CRIMES CLAUSE. The Landlord shall comply with the Public Entity Crimes Act (Section 287.133, Florida Statutes) and the Landlord certifies that neither it, nor any person or affiliate of Landlord, has been convicted of a Public Entity Crime as defined in Section 287.133, Florida Statutes, nor placed on a convicted vendor list. The Landlord understands and agrees that the Landlord is required to inform Tenant immediately upon any change of circumstances regarding this status. The Landlord shall provide a completed Public Entity Crimes Certification.
- m. DISCRIMINATORY VENDORS. The Landlord shall disclose to Tenant if Landlord appears on the discriminatory vendor list. An entity of affiliate placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, may not:
 - 1) Submit a bid on a contract to provide any goods or services to a public entity;
 - 2) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
 - 3) Submit bids on leases of real property to a public entity; or
 - 4) Be awarded to perform as a contractor, supplier, sub-contractor, or consultant under contract with any public entity; or transact business with any public entity.
- n. 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.
- o. INDEMNITY. The third sentence of Paragraph 7.026 is hereby modified to read as follows:

[Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Lessee shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000.00, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Lessee arising out of the same incident or occurrence, exceed the sum of \$300,000.00 from any and all personal injury or property damage claims, liabilities, losses or causes of action

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which may arise as a result of the negligence of the Lessee or the Lessee's officers, employees, servants, agents, partners, principals, or subcontractors.]

- p. COMPLIANCE WITH LAWS. Throughout the terms of the Lease Agreement and this Amendment, Landlord shall comply with all laws and codes applicable to the land, the Property or the Premises. Tenant shall make its alterations in compliance with all applicable laws. Pursuant to the Miami-Dade County Property Appraiser's Office's records, the Retained Premises' zoning is Commercial and its Use is Office Building.
- q. TENANT'S USE. The Retained Premises as defined hereinafter shall be used for the purpose of Tenant's business, which includes, but is not limited to, employment placement, general office use, general office storage, general administrative functions, conference facilities, educational training/classrooms incidental to such Use
- r. BROKER. Tenant is represented in this transaction by Cresa South Florida. Landlord shall pay a commission to the Broker, which shall be equal to two percent (2%) of the total aggregate full service lease rent paid to Landlord (including annual rent increases). The commission shall be paid 50% upon lease execution and 50% upon rent commencement, July 1, 2014.
- s. INTERPRETATION. This Amendment and the Lease Agreement shall be read together as one instrument.
- t. CONFLICT. Except as herein modified, the remaining terms of the Lease Agreement shall remain binding on the parties. The terms of this Amendment shall control over any conflicting terms in the Lease Agreement.
- u. MISCELLANEOUS.
- v. EXCLUSIVENESS OF AMENDMENT. This 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.
- w. GOVERNING LAW. This 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.
- x. MODIFICATION AND WAIVER. No provisions of this Amendment shall be amended, waived or modified except by an instrument in writing signed by the party to be bound thereby. The terms of this Amendment shall not be construed against the party that caused this Amendment to be drafted.
- y. MATERIALITY. All the provisions of this Amendment shall be part of the Lease Agreement.\
- z. HEADINGS. All sections and descriptive headings in this Amendment are inserted for convenience only, and shall not affect the construction or interpretation hereof.

aa. COUNTERPARTS. This 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.

bb. ENTIRE UNDERSTANDING. The Lease Agreement as modified by this Amendment constitutes the entire understanding between the parties.

cc. LEASE. Unless addressed within this Amendment, the terms and conditions within the Lease shall remain.

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

LANDLORD:
Monarch LLC,
a Florida limited liability company

TENANT:
South Florida Workforce Investment Board
d/b/a CareerSource South Florida

By: Eduardo M Reyes
Eduardo Reyes, Manager

By: Rick Beasley
Rick Beasley, Executive Director

WITNESSES AS TO LANDLORD:

WITNESSES AS TO TENANT:

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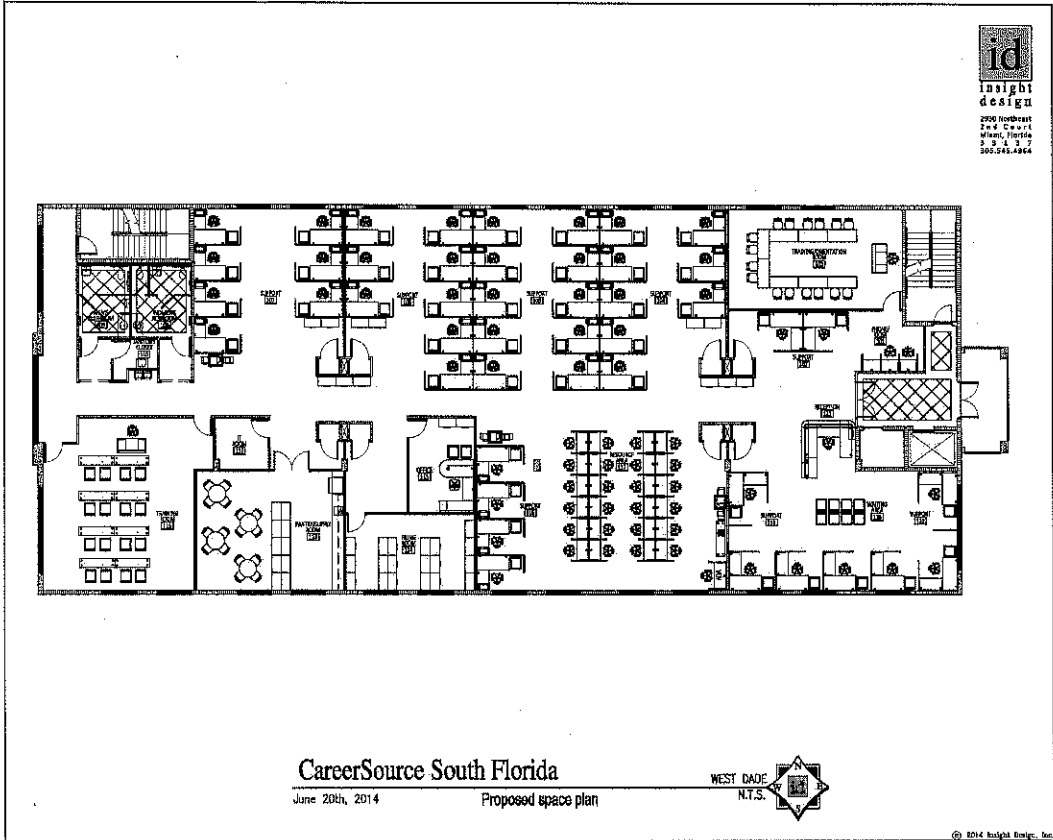
Jacelyne Nguema

Date: 7/3/14

Date: 7/1/14

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EXHIBIT "A"
RETAINED PREMISES



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