

THIRD AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (the "Agreement") is made and entered into effective as of August 28th, 2018, by and between South Florida Workforce Investment Board ("Lessee" or "Tenant") 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 later amended by First Amendment to Lease Agreement dated September 28th, 2012, further amended by Second Amendment to Lease Agreement dated October 1st, 2017 collectively as amended (the "Lease") whereby Lessor is leasing to Lessee the premises located at 7900 NW 27th Avenue, Suite# 200 North (D24&D25), Miami, FL 33147 (the "Premises");

B. Whereas the term of the Lease will expire on September 30, 2018, 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 Paragraph 2 is hereby repealed and amended to state the following: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, 2019.

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 Paragraph 3 is hereby repealed and amended to state the following:

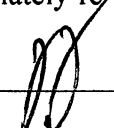
3. RENT


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 Paragraph 11 is hereby repealed and amended to state the following: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

Lessor Initials 

Lessee Initials 

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) 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 at any time prior to the Expiration Date if Tenant loses any of its federal funding, is unable to continue operating out of the Premises, or in the event that any building owned or leased 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 any such event as stated herein, Tenant will give Landlord written notice of its intent to terminate this Lease not less than 30 days prior to such termination.

Additionally, commencing January 1st, 2019 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 its Right to Terminate pursuant to this paragraph, commencing January 1st, 2019, 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 Addendum A and B, as Amended by the First Amendment to Lease Agreement, Second Amendment to Lease Agreement and Third Amendment to Lease Agreement contains 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

Lessor Initials 

Lessee Initials 

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).

6. Renewal option. The Lessee is hereby granted the option to renew the Lease for up to and including six (6) additional month(s) upon the same terms and conditions as set forth in this Agreement. If the Lessee desires to renew this Lease under the provisions of this Paragraph, Lessee shall give the Lessor written notice thereof not less than sixty (60) days prior to the expiration of the term.
7. Holdover. Upon the expiration and termination of the Lease, either by lapse of time or otherwise, the Lessee shall surrender to the Lessor the Premises in good condition and repair, with reasonable wear and tear accepted.

However, should the Tenant remain in possession of the Premises or any part thereof after the expiration of the Lease term or any renewal or extension thereof ("Holdover"), the Lessee shall continue to pay rent on a monthly basis at the rate described in Paragraph 2. above of this Third Amendment to Lease Agreement and Paragraph 3 of the Lease Agreement as amended.

The parties expressly agree that a Holdover by Lessee, will not operate as an extension or renewal of the Lease. Rather the payment of Rent during the Holdover period and the acceptance thereof by the Lessor shall constitute a month to month lease under the same terms and conditions of this Lease.

8. In the event Landlord fails to furnish any of the services, repair or maintain required to be performed by the Landlord pursuant to the Lease, within fifteen (15) days from receiving written notice from Tenant, Tenant shall have the option to perform said service, repair or maintenance and withhold the reasonable and actual cost from the Monthly Base Rent then due and exercise all other available legal remedies. If the required service, repair or maintenance is of a nature that cannot be reasonably completed within fifteen (15) days then Landlord shall be granted the reasonable time required provided Landlord commences to cure within the said fifteen day period and thereafter diligently pursues the cure to completion.
9. 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
10. 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.

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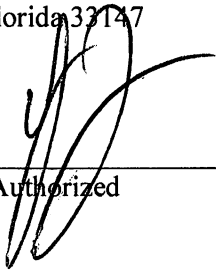
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LESSOR:

Northside Centre, LLC
7900 NW 27th AVE, Suite 234
Miami, Florida 33147

By: _____
Duly Authorized



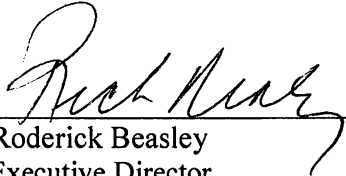
By: _____
Witness



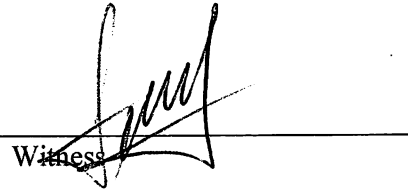
LESSEE:

South Florida Workforce Investment Board
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126

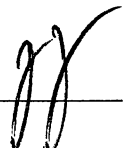
By: _____
Roderick Beasley
Executive Director



By: _____
Witness



Lessor Initials _____



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