

**FOURTH AMENDMENT TO COMMERCIAL LEASE AGREEMENT**

THIS FOURTH AMENDMENT TO COMMERCIAL LEASE AGREEMENT (the "Amendment") is made and entered into effective as of ~~August 21<sup>st</sup>~~ <sup>September</sup> 2018, by and South Florida Workforce Investment Board ("Tenant") and Pink Plaza, LLC as successor-in-interest to Locust Center, Ltd. ("Landlord").


RECITALS

- A. On or about December 27<sup>th</sup>, 2012 Tenant and the Locust Center, Ltd entered into a certain Commercial Lease Agreement, amended by First Amendment to Commercial Lease Agreement dated May 19<sup>th</sup>, 2015, later amended by Second Amendment to Commercial Lease Agreement dated July 9<sup>th</sup>, 2015 and most recently amended by Third Addendum to Commercial Lease Agreement dated February 1<sup>st</sup> 2016 hereinafter collectively as amended (the "Lease") whereby Landlord is leasing to Tenant the premises located at 103400 Overseas Highway Suite 239, Monroe County, Key Largo, Florida 33037 hereinafter (the "Premises");
- B. Whereas Tenant wishes to extend the Lease on the terms and conditions with follow, and;
- C. The parties desire to amend and extend the Lease upon the terms and conditions which follow:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

- 1. Tenant and Landlord hereby extend the Lease for an additional term of Five (5) years commencing January 1<sup>st</sup>, 2019 and expiring on December 31<sup>st</sup>, 2023 (hereinafter the "Extended Term").
- 2. During Extended Term, the Annual Minimum Rent shall be due in monthly installments per the below schedule.

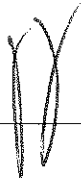
Term	Monthly Base Rent
January 1, 2019 – December 31, 2019	\$3,583.33
January 1, 2020 – December 31, 2020	\$3,690.83
January 1, 2021 – December 31, 2021	\$3,801.55
January 1, 2022 – December 31, 2022	\$3,915.60
January 1, 2023 – December 31, 2023	\$4,033.07

Landlord Initials 

Tenant Initials 

3. Operating Expenses shall remain at the current monthly rate of \$2,705.52 plus applicable sales tax until same are reanalyzed in accordance with the terms of the Lease.
4. Landlord acknowledges Tenant is providing sixty (60) days advanced notice to cancel the Parking Agreement as defined in the Second Amendment to Commercial Lease Agreement and shall cease use and payment on October 1<sup>st</sup>, 2018. Tenant may reinstate the Parking Agreement upon the same terms and conditions at any time by providing Landlord with thirty (30) days' advance notice of its intention to do so.
5. Within thirty (30) days following the mutual execution of this Amendment the Landlord at Landlord's expense shall replace the existing blinds facing East with new blinds of similar quality and repair or replace the existing ceiling tiles in the lobby area.
6. In the event Landlord fails to furnish any of the services, repair or maintain required to be performed by the Landlord pursuant to Article 9.0 and 9.2 of 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.
7. Article 17 "Total or Partial Destruction" of the Lease shall be revised to include the following sentence at the end of the paragraph: Landlord shall use commercially reasonable efforts to commence repairs within ten (10) business days from the date of the occurrence.
8. Tenant represents and warrants that it has not dealt with any real estate agent or broker in connection with this transaction other than Vivian Gonzalez of Jones Lang LaSalle Brokerage, Inc., who shall be paid a total commission of \$4,565.60 by Landlord for the Extended Term. If Tenant's aforesaid representation and warranty proves to be untrue, Tenant will indemnify the Landlord and Landlord's management company against all resulting liabilities, costs and expenses, including reasonable attorneys' fees and costs through all appellate actions and proceedings, if any.
9. Tenant acknowledges that, to Tenant's knowledge, the Landlord is in full compliance with the Lease and that Tenant has no claims whatsoever against Landlord as of the date hereof.

Landlord Initials



Tenant Initials




- 10. This Amendment may be executed in multiple copies and by electronic communications (including fax or PDF), any of which may be considered and used as an original.
- 11. All of the other terms and conditions of the Lease, except as herein modified, are hereby ratified and approved and shall continue in full force and effect as originally written.

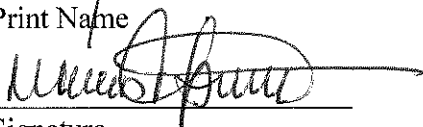
IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment or caused this Amendment to be duly executed under seal as of the date first written above.

**Witnesses:**

**Tenant: South Florida Workforce Investment Board**

  
 \_\_\_\_\_  
 Signature

Leroy Garcia  
 \_\_\_\_\_  
 Print Name

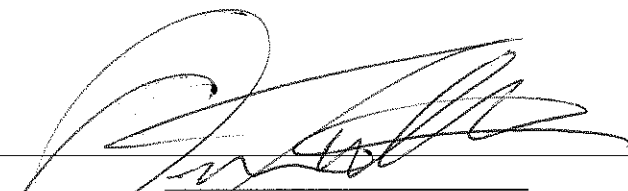
  
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 Signature

Marianne Smith  
 \_\_\_\_\_  
 Print Name

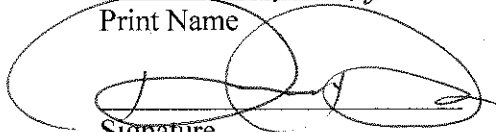
By:   
 \_\_\_\_\_

Name: Rick Beasley

Its: Executive Director

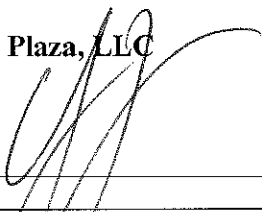
  
 \_\_\_\_\_  
 Signature

Cesar Fiallos  
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 Print Name

  
 \_\_\_\_\_  
 Signature

Rigoberto Ruiz  
 \_\_\_\_\_  
 Print Name

**Landlord: Pink Plaza, LLC**

By:   
 \_\_\_\_\_

Name: Yanam Izhak

Its: MOR