

## FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE ("Amendment") is dated effective and for identification purposes as of May 31, 2017, 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").

### RECITALS:

WHEREAS, Landlord's predecessor-in-interest (Hines Reit Airport Corporate Center LLC) and Tenant entered into that certain Office Lease Agreement dated September 25, 2013, as amended by that certain First Amendment to Office Lease Agreement dated January 28, 2014, Second Amendment to Lease dated May 15, 2015, Third Amendment to Lease dated June 15, 2016 ("Third Amendment"), and Fourth Amendment to Lease dated June 15, 2016 ("Fourth Amendment") (collectively, the "Lease"), pertaining to the premises currently comprised of a total of approximately 35,026 rentable square feet of space (consisting of approximately 25,320 rentable square feet of space (as re-measured below) in Suite 500 ("Office Space") of Building 8, located at 7300 Corporate Center Drive ("Building 8") and approximately 9,706 rentable square feet of space in Bay B ("Warehouse Space") of Building 3, located at 7245 Corporate Center Drive) (collectively the "Leased Premises"), in Miami, Florida 33126; and

WHEREAS, Landlord and Tenant desire to enter into this Amendment to extend the Lease Term, 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. **Re-measurement.** Landlord re-measured Building 8 and the Office Space. Accordingly, effective on the Extension Commencement Date, as defined below, the rentable area of Building 8 shall be deemed to be approximately 246,593 rentable square feet of space, and the Office Space shall be deemed to contain approximately 25,320 rentable square feet of space. The measurements contained herein shall be the parties' agreed final measurement of the Leased Premises. Landlord shall not re-measure Building 8 or the Office Space during the Extension Term.

3. **Extension.** The parties hereby acknowledge and agree that the Lease Term expires on May 31, 2018. However, Landlord and Tenant desire to extend the Lease Term on the terms and conditions set forth herein. Accordingly, subject to the terms and conditions set forth in this Amendment, the Lease Term is hereby extended for an additional period of sixty-three (63) months ("Extension Term"), commencing on June 1, 2018 ("Extension Commencement Date"), and expiring on August 31, 2023. The parties hereby acknowledge and agree that by entering into this Amendment, Tenant is in part exercising the Extension Option set forth in Section 10 of the Third Amendment and Section 4 of the Fourth Amendment, and Tenant shall have no further options or rights to renew or extend the Lease, except as specifically set forth in Section 8 below. Tenant hereby accepts the Premises in its present "as-is" condition, except that Landlord shall repair the bathroom doors to the men's restroom and steam clean the common area carpet on the fifth (5<sup>th</sup>) floor of Building 8.

4. **Base Rental.** During the Extension Term, Tenant shall pay to Landlord Base Rental for the Office Space and the Warehouse Space in full and without offset or demand, provided that such Base Rental shall be payable in monthly installments as follows:

<u>Dates</u>	<u>Office Space Rate/RSF/yr.</u>	<u>Office Space Monthly Installment</u>	<u>Warehouse Space Rate/RSF/yr.</u>	<u>Warehouse Space Monthly Installment</u>	<u>Total Monthly Installment</u>
06/01/18 – 08/31/18	\$20.00	\$ 0.00*	\$7.96	\$ 0.00*	\$ 0.00*
09/01/18 – 05/31/19	\$20.00	\$42,200.00	\$7.96	\$6,438.31	\$48,638.31
06/01/19 – 05/31/20	\$20.60	\$43,466.00	\$8.20	\$6,632.43	\$50,098.43
06/01/20 – 05/31/21	\$21.22	\$44,774.20	\$8.45	\$6,834.64	\$51,608.84
06/01/21 – 05/31/22	\$21.85	\$46,103.50	\$8.70	\$7,036.85	\$53,140.35
06/01/22 – 05/31/23	\$22.51	\$47,496.10	\$8.96	\$7,247.15	\$54,743.25
06/01/23 – 08/31/23	\$23.19	\$48,930.90	\$9.23	\$7,465.53	\$56,396.43

\* 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. Landlord and Tenant agree that the abatement of Base Rental and Operating Expenses 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 Base Rental and Operating Expenses 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).

Except as otherwise set forth herein, Base Rental shall be payable pursuant to Section 2.1 of the Lease. During the Extension Term and subject to the abatement of Operating Expenses provided above, Tenant shall continue to pay any and all Additional Rent, including, without limitation, Tenant's Percentage Share of Operating Expenses (including real estate taxes), and other amounts due and payable under the Lease. Operating Expenses for 2017 are currently estimated to be \$11.65 per rentable square foot of space for the Office Space and \$4.94 per rentable square foot of space for the Warehouse Space.

5. **Amendment to Tenant's Percentage Share.** Tenant's Percentage Share, as defined in Section 2.2(b) of the Lease, for the Office Space is hereby amended to be 10.27% (based upon 246,593 rentable square feet in the Building 8).

6. **Amendment to Controllable Operating Expenses.** Section 5 of the Third Amendment is hereby amended so that Controllable Operating Expenses shall not increase by more than four percent (4%) per year on a cumulative and compounded basis.

7. **Amendment to Security Deposit.** Landlord and Tenant each acknowledge and agree that Landlord is currently holding a Security Deposit in the amount of Ten Thousand Three Hundred Eighty-Five and 42/100ths Dollars (\$10,385.42) for the Warehouse Space pursuant to Section 6 of the Third Amendment. Effective on the Extension Commencement Date, the amount of the Security Deposit shall be increased by an amount equal to Sixty-Six Thousand Seven Hundred Eighty-One and 50/100ths Dollars (\$66,781.50) for the Office Space so that the total amount of the Security Deposit shall be Seventy-Seven Thousand One Hundred Sixty-Six and 92/100ths Dollars (\$77,166.92). Accordingly, Tenant shall pay Sixty-Six Thousand Seven Hundred Eighty-One and 50/100ths Dollars (\$66,781.50) to Landlord on or before September 1, 2017.

8. **Extension Option.**

(a) **Office Space.** Tenant shall have the right and option to extend the Lease for the Office Space for one (1) additional, consecutive period of five (5) years under the same terms and conditions as stated in Section 4 of the Fourth Amendment.

(b) **Warehouse Space.** 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

Section 10 of the Third Amendment.

**9. Refurbishment Improvements.**

(a) Office Space. Tenant may make certain leasehold improvements to the Office Space pursuant to Article V of the Lease at Tenant's sole cost and expense ("Office Refurbishment Improvements"), which Office Refurbishment Improvements must meet with the prior written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Landlord shall reimburse to Tenant up to the amount of Six Hundred Thirty-Three Thousand and No/100ths Dollars (\$633,000.00) (i.e. \$25.00 per rentable square foot of space in the Office Space) ("Office Refurbishment Allowance"). No portion of the Office Refurbishment Allowance may be used by or for the benefit of subtenants or unaffiliated third parties occupying space in the Office Space. Notwithstanding the foregoing, Tenant shall be permitted to apply the entire Office Refurbishment Allowance against the next payment(s) of Base Rental and Operating Expenses due for the Office Space, per the attached Exhibit A "Payment Schedule".

(b) Warehouse Space. Tenant may make certain leasehold improvements to the Warehouse Space pursuant to Article V of the Lease at Tenant's sole cost and expense ("Warehouse Refurbishment Improvements"), which Warehouse Refurbishment Improvements must meet with the prior written approval of Landlord not to be unreasonably withheld, conditioned or delayed. Landlord shall reimburse to Tenant up to the amount of 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 Warehouse Space) ("Warehouse Refurbishment Allowance"). Notwithstanding the foregoing, Tenant shall be permitted to apply the entire Warehouse Refurbishment Allowance against the next payment(s) of Base Rental and Operating Expenses due for the Warehouse Space, per the attached Exhibit A "Payment Schedule".

**10. 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, by Landlord. 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.


**11. Counterparts; Electronic 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.

12. 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, including all amendments to 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. Any rights or options granted to Tenant in any form other than the Lease or subsequent amendment thereto are hereby declared null and void. As of the date of this Amendment, the Parties acknowledge that the Lease is a valid and enforceable agreement and that 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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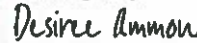
IN WITNESS WHEREOF, the foregoing Fifth Amendment to Lease is dated effective as of the date and year first written above.

**LANDLORD:**  
SPUS7 MIAMI ACC, LP,  
a Delaware limited partnership

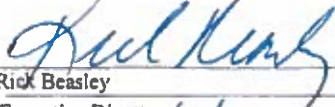
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By: \_\_\_\_\_  
Name: Ming 125818C2EC4CE  
Title: Vice President  
Date: 6/11/2017

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Mark 271588BCD8431  
Title: Vice President  
Date: 6/11/2017

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

  
By: \_\_\_\_\_  
Name: Rick Beasley  
Title: Executive Director  
Date: 6/6/17

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

**Exhibit A  
Payment Schedule**

**[NOTE: PSF CAM subject to change on an annual basis. PSF CAM amounts indicated below are for illustration purposes only.]**

SF	Payment Schedule						
	Office			Warehouse			
25,320	PSF Rent	PSF CAM	Yearly TI Credit	Rent and CAM PSF	Monthly TI Credit	Yearly Rent	Monthly Rent
Year 1	\$ 20.00	\$ 11.65	\$ 94,950.00	\$ 31.65	\$ 10,550.00	\$ 506,083.50	\$ 56,231.50
Year 2	\$ 20.60	\$ 11.65	\$ 126,600.00	\$ 32.25	\$ 10,550.00	\$ 689,970.00	\$ 57,497.50
Year 3	\$ 21.22	\$ 11.65	\$ 126,600.00	\$ 32.87	\$ 10,550.00	\$ 705,617.76	\$ 58,801.48
Year 4	\$ 21.85	\$ 11.65	\$ 126,600.00	\$ 33.50	\$ 10,550.00	\$ 721,734.95	\$ 60,144.58
Year 5	\$ 22.51	\$ 11.65	\$ 126,600.00	\$ 34.16	\$ 10,550.00	\$ 738,335.66	\$ 61,527.97
Year 6	\$ 23.19	\$ 11.65	\$ 31,650.00	\$ 34.84	\$ 10,550.00	\$ 188,858.60	\$ 62,952.87
<b>Total TI credit</b>			<b>\$ 633,000.00</b>	<b>Total Lease cost</b>		<b>\$3,550,600.47</b>	

SF	Warehouse						
	PSF Rent	PSF CAM	Yearly TI Credit	Rent and CAM PSF	Monthly TI Credit	Yearly Rent	Monthly Rent
9,706							
Year 1	\$ 7.96	\$ 4.94	\$ 7,279.50	\$ 12.90	\$ 808.83	\$ 86,626.05	\$ 9,625.12
Year 2	\$ 8.20	\$ 4.94	\$ 9,706.00	\$ 13.14	\$ 808.83	\$ 117,819.19	\$ 9,818.27
Year 3	\$ 8.44	\$ 4.94	\$ 9,706.00	\$ 13.38	\$ 808.83	\$ 120,206.52	\$ 10,017.21
Year 4	\$ 8.70	\$ 4.94	\$ 9,706.00	\$ 13.64	\$ 808.83	\$ 122,665.47	\$ 10,222.12
Year 5	\$ 8.96	\$ 4.94	\$ 9,706.00	\$ 13.90	\$ 808.83	\$ 125,198.18	\$ 10,433.18
Year 6	\$ 9.23	\$ 4.94	\$ 2,426.50	\$ 14.17	\$ 808.83	\$ 31,951.72	\$ 10,650.57
<b>Total TI credit</b>			<b>\$ 48,530.00</b>	<b>Total Lease cost</b>		<b>\$ 604,467.13</b>	



careersourcesfl.com

June 8, 2017

Ms. Suzanne Russo, RPA  
General Manager  
CBRE | Asset Services  
7415 Corporate Center Drive, Suite H  
Miami, FL 33126

Re. HQ Office Fifth Amendment (Office & Warehouse)

Dear Ms. Russo,

Please find one (1) original of the following:

- Executed original of the 5<sup>th</sup> amendment for CSSF Headquarter offices located at 7300 Corporate Center Drive Suite #500 Miami, FL 33126 and the storage warehouse located at 7245 Corporate Center Drive, Bay B, Miami, Florida 33126

Once the document is fully executed, please return one (1) complete original to:

CareerSource South Florida  
c/o Marian M. Smith  
7300 Corporate Center Drive  
Suite 500  
Miami, FL 33126

Should you have any questions, please do not hesitate to contact me at 305-549-7615 ext 374 or 349.

Sincerely,

A handwritten signature in blue ink, appearing to read "Marian M. Smith", with a long horizontal flourish extending to the right.

Marian M. Smith  
Assistant Director, Administration

Attachments

info@careersourcesfl.com  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126  
p: 305-594-7615 | f: 305-470-5629

