

THIRD AMENDMENT TO SHOPPING CENTER LEASE AGREEMENT

THIS Third Amendment is made this 19 day of July, 2023, by and between **4840 MGC LLC, a New York limited liability company** (hereinafter referred to as the "Landlord"), and **SOUTH FLORIDA WORKFORCE INVESTMENT BOARD d/b/a CAREERSOURCE SOUTH FLORIDA** (hereinafter referred to as the "Tenant").

WITNESSETH

WHEREAS, on or about July 21, 2014 ARC Miami Gardens LLC, a Florida limited liability company, as Landlord, and South Florida Workforce Investment Board d/b/a CareerSource South Florida, as Tenant, executed a certain Shopping Center Lease Agreement (hereinafter "Lease Agreement" or "Lease") with regard to the real property legally described the building located at 4880 N.W. 183rd Street, Suites 201-206, Miami Gardens, Florida 33055, together with all fixtures and improvements located therein, if any, (collectively the "Premises");

WHEREAS, on or about September 18, 2015 the Tenant and Landlord executed the First Amendment To Lease Agreement amending the Lease;

WHEREAS, on November 14, 2016, ARC Miami Gardens LLC, a Florida limited liability company, assigned the Lease Agreement to 4840 MGC LLC, a New York limited liability company, by virtue of that certain Bill of Sale and Assignment of Leases;

WHEREAS, on or about September 14, 2020 the Tenant and Landlord executed the Second Amendment To Shopping Center Lease Agreement amending the Lease (collectively the "Lease").

WHEREAS, the Primary Term of the Lease Agreement expires on September 18, 2023;

WHEREAS, Landlord and Tenant desire to further amend, modify and supplement the Lease pursuant to the terms hereof.

NOW, THEREFORE, in consideration for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, together with the mutual promises and covenants herein expressed, the Landlord and Tenant mutually agree that the Lease is modified and amended as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein by this reference. All capitalized terms not defined herein shall have the same meaning ascribed to them in the Lease.
2. Sections 1.01 (e) and 2.02(a) of the Lease Agreement are hereby amended to provide that the Primary Term of this Lease shall expire September 18, 2028 ("Expiration Date").
3. Sections 1.01 (f) and 6.03 of the Lease Agreement are hereby amended to provide that the Minimum Rent for the period of September 19, 2023 through September 18, 2024 shall be Seven Thousand Two Hundred Sixty and 66/100 Dollars (\$7,260.66) monthly. Thereafter, commencing on September 19, 2024, and each anniversary thereafter, the Minimum Base Rent shall increase by 3% over the preceding year.

4. Section 2.02 (b) of the Lease Agreement is amended to provide that the Tenant shall have the right and option to extend the Lease Term for one (1) additional, consecutive period of five (5) years.
5. Section 7.04 of the Lease Agreement is amended to provide that the term "Common Area Maintenance Costs" shall also include \$5.51 per rentable square feet.
6. BROKER. Landlord and Tenant acknowledge that all brokerage commissions are to be paid by the Landlord pursuant to a separate commission agreement, and that Vivian Gonzalez with Cushman & Wakefield of Florida of Florida LLC represents the Tenant with this Third Amendment.
7. GOVERNING LAW. This Lease Agreement shall be governed by the laws of the state of Florida applicable to agreements made and fully performed in Florida by Florida residents.
8. ENTIRE AGREEMENT. The parties acknowledge that this Lease Agreement expresses their entire understanding and agreement, and that there have been no warranties, representations, covenants or understandings made by either party to the other except such as are expressly set forth in this Third Amendment.
9. CONFLICT. In the event that any of the terms and conditions of this Third Amendment shall conflict with or in any way contradict the provisions as contained in the Lease, it is agreed between the parties that the terms of this Third Amendment shall supersede and control.
10. RATIFICATION. Other than as specifically amended and modified herein, the terms of the Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the ___ day of July 2023 as to LANDLORD and on the 19 day of July 2023 as to TENANT.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Lease Agreement.

LANDLORD:

4840 MGC LLC, a New York limited liability company

By its Manager,

BURKE LEIGHTON HOLDINGS LLC, a New York limited liability company

Witnesses:

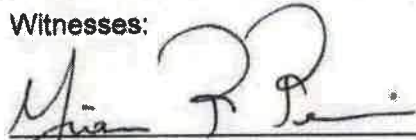


Print Name: JOE MANARY

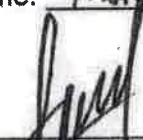


Print Name: SOLOMON GADEH

Witnesses:



Print Name: YIAN P. PERRIN



Print Name: Leroy Garcia


By: 

Print Name: ALFREDO LOPEZ

Date: 7/21/23

TENANT:

SOUTH FLORIDA WORKFORCE
INVESTMENT BOARD d/b/a
CAREERSOURCE SOUTH FLORIDA

By: 

Print Name: Rick Beasley

Title: Executive Director

Date: 7/19/23