

**FIRST AMENDMENT  
OFFICE BUILDING LEASE**

This First Amendment to Lease is dated this 12 day of August, 2016, and amends that certain Office Building Lease dated September 17, 2015 (the "Lease") by and between **CAPITAL COMMERCE CENTER LLC**, a Florida limited liability company (the "Landlord"), and **BIG BEND JOBS AND EDUCATION COUNCIL, INC.**, a Florida not-for-profit corporation d/b/a CareerSource Capital Region (the "Tenant"), for the lease of space at Capital Commerce Center, located at 2601 Blairstone Road, Tallahassee, Florida ("Office Building Project").

**RECITALS:**

WHEREAS, pursuant to the terms of the Lease, Landlord is currently leasing to Tenant and Tenant is leasing from Landlord, 18,572 Rentable SF, as per Section 1.10 of Lease, located within Building C of the Office Building Project; and

WHEREAS, the Lease provides for the Landlord to perform certain Work to make the space suitable for Tenant's occupancy; and

WHEREAS, Exhibit D of the Lease, entitled Work Agreement, set forth the terms for approval and payment of the costs associated with the design, construction and management of the Work which terms included options by which Tenant could exercise to pay for its share of the Total Construction Cost in excess of the Construction Allowance provided by Landlord; and

WHEREAS, Landlord and Tenant acknowledge that the Total Construction Cost of the Work is \$729,005.73; and

WHEREAS, Landlord provided Tenant a Construction Allowance of \$25.00 per Rentable SF, or \$464,300.00 as per Exhibit D, Section 4 of Lease; and

WHEREAS, Tenant has elected to apply the free rent it would have received for the first eighteen (18) months of the Lease in the amount of \$193,009.51 toward the cost of the Work in excess of the Construction Allowance, as per Exhibit D, Section 4 in Lease; and

WHEREAS, Tenant has further elected to amortize the balance of the Excess in the amount of \$80,511.22 over the initial term of the lease at a rate of 6.00% per annum based upon a 120 month amortization schedule beginning September 1, 2016, as per Exhibit D, Section 3 in Lease; and

WHEREAS, on February 19, 2016, the parties executed a Memorandum of Lease Commencement providing for a Commencement Date of March 1, 2016; and

WHEREAS, Tenant was not able to fully relocate to the Premises on the Commencement Date; and

WHEREAS, to facilitate Tenant's move, Landlord has agreed to abate the first three (3) months of rent in consideration of a six (6) month extension of the initial lease Term; and

WHEREAS, Landlord and Tenant desire to enter into this First Amendment to modify the term and rent schedule set forth in the Lease and to provide for the amortization of the balance of the Excess of the Total Construction Cost as referenced above;

**NOW, THEREFORE,** in consideration of the premises and the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the lease as follows:

#### AGREEMENTS

1. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein as fully as if set forth herein. Defined (capitalized) terms shall have the meanings ascribed to them in the Lease unless otherwise defined herein.
2. Paragraph 3.1 of the Lease is hereby deleted in its entirety and replaced with the following:
  - 3.1 The Premises are leased to Tenant for a term (the "Term") of one hundred twenty-six (126) months commencing on March 1, 2016 (the "Commencement Date") and ending one hundred twenty-six (126) months thereafter on August 31, 2026 (the "Termination Date") unless earlier terminated in accordance with the terms hereof.
3. Paragraph 5.1 of the Lease is hereby amended to delete the last sentence of said paragraph which reads as follows:

"Notwithstanding anything in this Lease to the contrary, Tenant shall be entitled to an abatement of Fixed Rent in an amount equal to fifty percent (50%) of the Fixed Rent due for the first eighteen (18) months of the term of this Lease.
4. Exhibit C to the Lease is hereby replaced by the attached Exhibit C which exhibit sets forth the amount of Fixed Rent to be paid each month during the initial Term. Said Exhibit C further sets forth the monthly payment due for the Excess of the Total Construction Costs which Tenant has elected to amortize over the initial Term of the Lease.
5. Except as otherwise expressly modified or amended by this First Amendment, the Lease remains unchanged and in full force and effect in accordance with its terms. In the event of a conflict between the terms and provisions of this First Amendment and the Lease, the terms and provisions of this First Amendment shall control and be given effect. This First

Amendment shall be binding upon and inure to the benefit of the Landlord and the Tenant and their respective successors and assigns. The parties hereby reaffirm the terms and provisions of the Lease, as amended by this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed and delivered as of the day and year first above written.

WITNESSES:

Witness Patricia D. Clemens  
Print Name PATRICIA D CLEMENS

Witness [Signature]  
Print Name Chris Thompson

LANDLORD:

**CAPITAL COMMERCE CENTER LLC**, a Florida limited liability company

By: Albert S. Livingston  
Print Name: Albert S. Livingston  
Its: Director

Date: 8/17/16

WITNESSES:

Witness Matthew Salera  
Print Name Matthew Salera

Witness Ceryl Cantley  
Print Name Ceryl Cantley

TENANT:

**BIG BEND JOBS AND EDUCATION COUNCIL, INC.**, a Florida not-for-profit corporation d/b/a CareerSource Capital Region

By: James H. McShane  
Print Name: JAMES H. McShane  
Its: CEO

Date: 8-16-16

## EXHIBIT C

### FIXED RENT AND MONTHLY PAYMENT OF EXCESS TOTAL CONSTRUCTION COSTS

Fixed Rent and Monthly Payment of Excess Total Construction Costs being amortized over the initial Lease Term shall be equal to the following:

Term		Rate/SF	Fixed Rent Annual Rent	Fixed Rent Monthly Rent	Monthly Pmt of Amortized TI Add-on Costs <sup>1</sup>	Revised Monthly Rent	Revised Annual Rent	Revised Rate /SF
3/1/2016	5/31/2016	\$0.00	\$0.00	Rent Abated	\$0.00	\$0.00	\$0.00	\$0.00
6/1/2016	8/31/2016	\$13.74	\$255,179.28	\$21,264.94	\$0.00	\$21,264.94	\$255,179.28	\$13.74
9/1/2016	2/28/2017	\$13.74	\$255,179.28	\$21,264.94	\$893.84	\$22,158.78	\$265,905.36	\$14.32
3/1/2017	2/28/2018	\$14.09	\$261,679.48	\$21,806.62	\$893.84	\$22,700.46	\$272,405.52	\$14.67
3/1/2018	2/28/2019	\$14.45	\$268,365.40	\$22,363.78	\$893.84	\$23,257.62	\$279,091.44	\$15.03
3/1/2019	2/29/2020	\$14.75	\$273,937.00	\$22,828.08	\$893.84	\$23,721.92	\$284,663.04	\$15.33
3/1/2020	2/28/2021	\$15.12	\$280,808.64	\$23,400.72	\$893.84	\$24,294.56	\$291,534.72	\$15.70
3/1/2021	2/28/2022	\$15.50	\$287,866.00	\$23,988.83	\$893.84	\$24,882.67	\$298,592.04	\$16.08
3/1/2022	2/28/2023	\$15.75	\$292,509.00	\$24,375.75	\$893.84	\$25,269.59	\$303,235.08	\$16.33
3/1/2023	2/29/2024	\$16.14	\$299,752.08	\$24,979.34	\$893.84	\$25,873.18	\$310,478.16	\$16.72
3/1/2024	2/28/2025	\$16.55	\$307,366.60	\$25,613.88	\$893.84	\$26,507.72	\$318,092.64	\$17.13
3/1/2025	2/28/2026	\$16.75	\$311,081.00	\$25,923.42	\$893.84	\$26,817.26	\$321,807.12	\$17.33
3/1/2026	8/31/2026	\$17.17	\$318,881.24	\$26,573.44	\$893.84	\$27,467.28	\$329,607.36	\$17.75

Note: All Rent is subject to Florida state sales tax, payable by Tenant to Landlord together with Fixed Rent and Additional Rent.

- 1 Amortization of \$80,511.22 of Excess Total Construction Costs over 120 months at a rate of 6% per annum, beginning September 2016.