

**RESOLUTION 20-11**

**A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN THE LEASE AGREEMENT WITH RANDSTAD GENERAL PARTNER, LLC**

**WHEREAS**, the The Board of Mayor and Aldermen review all requests for leasing within Northfield; and

**WHEREAS**, Randstad General Partner, LLC has leased space within the Northfield building since 2012 and the current lease is up for renewal; and

**WHEREAS**, Randstad General Partner, LLC wishes to renew and extend their terms for space within the Northfield building; and

**WHEREAS**, Randstad General Partner, LLC requests the City of Spring Hill execute the lease agreement that will require the signature of the Mayor and City attorney.

**NOW, THEREFORE BE IT RESOLVED**, that the City of Spring Hill authorizes the Mayor and City Attorney of the City of Spring Hill, TN to sign the lease agreement between Randstad General Partner, LLC and the City of Spring Hill, hereto attached. .

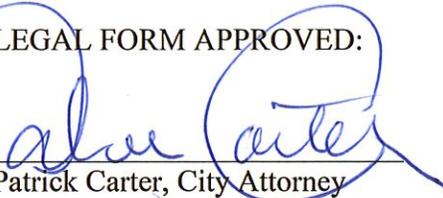
**Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 18th day of February, 2020.**

  
\_\_\_\_\_  
Rick Graham, Mayor

ATTEST:

  
\_\_\_\_\_  
April Goad, City Recorder

LEGAL FORM APPROVED:

  
\_\_\_\_\_  
Patrick Carter, City Attorney



**REQUEST:** *Approval of Resolution 20-11*  
**SUBMITTED BY:** Dakota Mercer, Northfield Facility Manager  
Kayce Williams, Economic Development Coordinator  
**DATE:** February 3, 2020  
**RE:** Randstad lease renewal at Northfield  
**ATTACHMENTS:** Resolution 20-11  
Draft Lease Amendment 5  
Executed Lease with amendments 1 - 4

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**PURPOSE:**

To authorize the Mayor to execute the amended lease agreement for 1449.55 square feet of space on the first floor, Door 400, at Northfield.

**BACKGROUND:**

Attached is a draft amendment to exercise the renewal option in the existing lease. Resolution 18-38 containing the 4<sup>th</sup> amendment to the original lease was approved by BOMA on March 31, 2018. The executed lease expires on 3/31/2020. The draft amendment is a renewal and extends the term for four years expiring on March 31, 2024. The renewal rights under this 5<sup>th</sup> amendment are two consecutive periods of two years each and does include an 90 day early termination clause by either party. This lease does align with the lease table and the annual rate increase adopted by the BOMA. The City Attorney has reviewed and approved the draft lease.

**FINANCIAL IMPACT:**

Based upon the terms contained in the lease agreement, the City can expect lease income in the amount of \$29,063.40 per year.

**STAFF RECOMMENDATION:**

Based on the approval of the city attorney, staff recommends approval of Resolution 20-11.

FIFTH AMENDMENT TO LEASE AGREEMENT

THIS FIFTH AMENDMENT TO LEASE AGREEMENT (this "Amendment") is dated as of February 18, 2020 between THE CITY OF SPRING HILL ("Lessor"), and RANDSTAD GENERAL PARTNER (US) LLC, a Delaware limited liability company ("Lessee").

BACKGROUND:

- A. Lessor (as successor-in-interest to South Central Tennessee Workforce Alliance) and Lessee are parties to that certain Lease Agreement dated as of April 1, 2012 (the "Original Lease"), as previously amended by a certain First Amendment to Lease Agreement dated March 13, 2014, a Second Amendment to Lease Agreement dated March 24, 2016, a Third Amendment to Lease Agreement dated July 1, 2016 and a Fourth Amendment to Lease Agreement dated March 19, 2018 (as amended, the "Lease"), pursuant to which Lessee leases certain premises currently consisting of approximately 1,449.55 square feet of space situated on the 1<sup>st</sup> floor of Door 400 in the building (the "Building") located at the Northfield building, 5000 Northfield Lane, Spring Hill, Maury County, Tennessee 37174 (the "Existing Premises").
- B. Lessor and Lessee desire to further amend the Lease pursuant to this Amendment.
- C. Initially capitalized terms used herein without definition shall have the meaning ascribed thereto in the Lease.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the parties, intending to be legally bound, agree as follows:

- 1. Extension of Lease Term. The term of the Lease (which is currently scheduled to expire on March 31, 2020) is hereby extended for an additional four (4) years, commencing on April 1, 2020 and expiring at 11:59 p.m. on March 31, 2024 (the "Extension Term"). Except as otherwise set forth in this Amendment, all terms and conditions contained in the Lease (as amended hereby) shall continue to apply during the Extension Term.
- 2. Rent: Notwithstanding anything to the contrary set forth in the Lease, Lessee's rent shall be as follows, due and payable in the matter otherwise provided in Section 3 of the Lease:

Time Period	Rent Rate	Monthly Rent
4/1/2020 – 3/31/2024	\$20.05/sf	\$2,421.95

- 3. Renewal Right: Subject to approval by the Lessor, Lessee shall have the option to extend the term of the Lease (as hereby amended) for two (2) consecutive periods of two (2) years each (each, an "Option Period") The rent payable during each Option Period shall be equal to the then-current fair market rate for leased space of similar size and quality in the commercial real estate market in which the Premises is located. If Lessee desires to

exercise its option to extend, Lessee must give Lessor written notice thereof at least ninety (90) days prior to the last day of the term then in effect.

4. Termination Option. Either party shall have the right to terminate the Lease (as amended) effective as of March 31, 2021 or any date thereafter (such date being referred to herein as the "Early Termination Date") by providing written notice of such termination to the other party at least ninety (90) days prior to the designated Early Termination Date.
5. Ratification. Except as otherwise set forth in this Amendment, all terms and conditions contained in the Lease (as amended hereby) shall continue to apply during the Extension Term.
6. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions. In accordance with *Executive Order 12549, Debarment and Suspension, encoded at 29 CFR Part 98, Section 98.510*, Lessee certifies by submission hereof, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
7. Entire Agreement. The Lease, as hereby amended, contains all of the agreements of the parties of this Amendment and supersedes any previous negotiations. To the extent of any inconsistency between the terms of this Amendment and the Lease, the terms of this Amendment shall control. The Lease (as hereby amended) may not be modified except by written instrument duly executed by the parties hereto.
8. Brokers. Each of the Lessor and Lessee represents and warrants to the other that neither it nor its agents have dealt with any broker in connection with this Amendment.
9. Counterparts. This Amendment may be executed in multiple counterparts or by facsimile transmissions, each of which shall be treated as an original of this Amendment for all purposes, and all of which shall constitute one (1) agreement binding upon all of the parties hereto, notwithstanding that all parties are not signatory to the original of the same counterpart or facsimile transmission.

**[Signatures contained on following page.]**

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

LESSOR:

City of Spring Hill

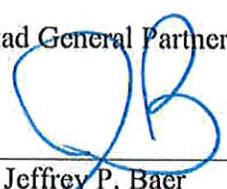
By: \_\_\_\_\_  
Name: Rick Graham  
Title: Mayor



LESSEE

Randstad General Partner (US) LLC

By: \_\_\_\_\_ 11/9/2020  
Name: Jeffrey P. Baer  
Title: VP of Real Estate, Randstad US



**RANDSTAD**  
**2012**

**Original Lease**

Randstad

**SOUTH CENTRAL TENNESSEE WORKFORCE ALLIANCE  
LEASE AGREEMENT**

Signed  
Agreement

**PARTIES TO THE AGREEMENT**

THIS AGREEMENT made, entered into and executed effective as of the 1st day of April, 2012, by and between **South Central Tennessee Workforce Alliance** hereinafter called "Lessor", and **Randstad General Partner (US), LLC**, hereinafter called "Lessee". Lessor and Lessee contract and agree as follows:

1. Lessor hereby leases unto Lessee heated and cooled space consisting of approximately 400.25 square feet in the "BADGE" room situated in the building located at the Workforce Development and Conference Center at Northfield, 100 Saturn Parkway, Spring Hill, Maury County, Tennessee 37174, hereafter "the leased property". The leased property includes three (3) office workstations (each measuring 8ft x 8ft ). Each of the workstations includes lockable overhead storage / under desk filing, a three sided work surface and an office chair. The leased property will have reasonable access to restroom facilities and parking spaces. Lessee shall contract directly with service providers for telecommunications and internet service, but Lessee shall be permitted to utilize the existing cabling and telecommunications/internet infrastructure servicing the building and leased property.
2. The lease agreement shall be for a term of **twenty four (24) months** (the "term"), commencing on **April 1, 2012**, and expiring at midnight on **March 31, 2014**, unless renegotiated or extended by mutual agreement. Lessee may take possession of the leased property at any time beginning **April 1, 2012**. Either party may terminate this Agreement at any time by providing **sixty (60) days** written notice.
3. Lessee agrees to pay to Lessor an annual rent of \$8,004.96 (the "rent"). Monthly payments of the rent (in the amount of **\$667.08**) from Lessee to Lessor will be due in advance, on or before the first (1<sup>st</sup>) day of each month during the term hereof, commencing **April 1, 2012**. Lessee agrees to pay a late payment fee of five per cent (5%) of any sum due hereunder if said payment is made after the fifteenth of the month in which it is due. Rent shall be paid to the following address:
  - o Remit to: South Central Tennessee Workforce Alliance  
# 8 Public Square 2<sup>nd</sup> Floor  
Columbia, Tennessee 38401
  - o Receiver: Workforce Development and Conference Center at Northfield
  - o Attention: Fiscal Director
4. The leased property shall be used for conducting of Lessee's managed services, recruitment process outsourcing and HR consulting solutions business and for no other purpose. No other use may be made of the leased property without the written consent of the Lessor. Lessee shall have access to the leased property on a 24/7 basis.

5. The Lessor shall pay all taxes assessed against the leased property. Lessee shall pay all personal property taxes duly assessed against Lessee's personal property located on the premises and shall also pay all privilege, excise and other taxes duly assessed against Lessee's business. Lessee shall pay said taxes when due so as to prevent the assessment of any late fees or penalties.
6. Lessor shall pay for all electricity, heating and other utility charges for the leased property. Lessor shall be responsible for payment of all increases if any, in garbage collection fees or garbage container charges which are the result of Lessee's occupancy of the leased property. Lessor shall pay the present charges for garbage collection and garbage containers.
7. Lessor shall be responsible for all maintenance of the grounds and improvements on or in the leased property, the building and the property on which the building is located, including but not limited to landscaping, roof, exterior doors and walls, windows, and the plumbing, heating, air conditioning, and electrical systems associated with the premises. Lessor shall also be responsible for maintenance of the interior of the leased property including walls, doors, floors, ceilings, light bulbs, florescent tubes and cabinets. Lessee agrees to return the leased property to Lessor at the expiration hereof in the same or similar condition as the present condition.
8. Lessor shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person who may be using or occupying or visiting the leased property or be in, on, or about the same, except to the extent caused by the negligence or willful misconduct of Lessor. Lessee shall indemnify, defend and hold harmless Lessor against all loss, injury, death, or damage caused by any negligence or willful misconduct of Lessee..
9. Lessee has inspected the leased property and finds it to be in a safe, satisfactory, and acceptable condition. The Lessee accepts the leased property in its present condition, and without any representations on the part of Lessor or its agents as to the present or future condition of said premises.
10. Lessee will keep the leased property in a clean condition and will comply at all times with all lawful health and safety regulations and building codes applicable to Lessee's particular use of the leased property. Lessee shall not construct improvements or additions to the leased property without the written consent of Lessor. Any fixtures attached to the walls or floors of the leased premises shall remain the property of Lessor upon expiration hereof unless they can be removed by Lessee without damage to the leased premises.
11. Lessee will permit the Lessor, and/or its agents or authorized representatives to enter upon the leased property at all times during reasonable business hours for the purpose of inspecting same. Lessor will take reasonable precautions to secure the leased property from access by third parties.
12. If (a) Lessee shall default in the payment of the rent, or any part thereof or any other sums due under the terms hereof, when due as herein provided, and such default is not cured within ten (10) days after Lessor's written notice thereof, or (b) Lessee shall default in

any of the other covenants, agreements, conditions or undertakings herein contained, and such default shall not be cured within thirty (30) days after Lessor's written notice thereof, or (c) any proceeding under the bankruptcy act of the United States is begun by or against the Lessee, and an order of adjudication, or order approving the petition, be entered in such proceedings, or (d) a receiver or trustee is appointed for substantially all of the Lessee's business or assets and such appointment is not rescinded within sixty (60) days thereafter, or (e) if Lessee shall make an assignment for the benefit of creditors (each of the foregoing, an "Event of Default"), then, and in any such event, it shall be lawful for the Lessor, at its election, to declare the term hereof ended and to re-enter the leased property, and to repossess and enjoy the leased property without such a re-entry and repossession working a forfeiture of the rents to be paid and the covenants to be performed by the Lessee during the full term of this agreement. If any default shall be made in any covenant, agreement, condition, or undertaking which cannot with due diligence be cured within a period of 30 days, and if notice thereof in writing shall have been given to the Lessee, and if the Lessee, prior to the expiration of 10 days from and after the giving of such notice, shall commence to satisfy the cause of such default and shall proceed diligently and with reasonable dispatch to take all steps and do all work required to cure such default, then the Lessor shall not have the right to declare said term ended by reason of such default; provided, however, that the curing of any default in such manner shall not be construed to limit or restrict the right of Lessor to declare the said term ended and enforce all of their rights and remedies hereunder for any other default not so cured. The foregoing provision for the termination of this lease for any Event of Default shall not operate to exclude or suspend any other remedy of the Lessor with respect thereto, and in the event of the termination or default in any of the terms of this lease as aforesaid, the Lessee covenants and agrees to indemnify and save harmless the Lessor from any loss arising from such default, termination and/or re-entry in pursuance thereof including the payment of Lessor's reasonable attorneys fees incurred in the enforcement of any of the terms hereof.

13. Lessor shall maintain hazard insurance on the leased property but Lessee shall be responsible for maintaining hazard insurance on any personal property of Lessee located within the leased property. Lessor shall not be liable for any losses suffered to Lessee's property, except to the extent such losses are occasioned by the negligence or intentional acts of Lessor, its agents or employees.
14. In the event all or a portion of the leased property is damaged or destroyed by fire or other casualty or taken by eminent domain, to the extent that Lessee is unable to conduct its reasonable and ordinary business operations, Lessor shall have the option to terminate the lease or restore the leased property to its former condition as soon as practical, during which time the rental shall be abated from the date of such damage until the leased property is restored. In the event such restoration cannot be completed (or is in fact not completed) within sixty (60) days after the date of casualty or taking, Lessee shall have the right to terminate this lease. All insurance proceeds (with respect to policies maintained by Lessor) and eminent domain damages, compensation or award shall be the property of Lessor (except that Lessee shall have the right to make a separate claim against any condemning authority for moving and relocation expenses).
15. Time is of the essence in the performance of all duties, obligations, and responsibilities under the terms of this lease.

16. Lessee covenants, understands, and agrees that it is liable under the terms of this lease, and hereby agrees to perform all of the covenants and undertakings herein contained to be kept. This lease may not be assigned nor the leased property subleased (other than to an affiliate of Lessee) without the written consent of Lessor.
17. All notices given pursuant to the terms of this lease shall be deemed given and received three (3) days after mailing postage prepaid, certified mail, return receipt requested or one (1) business day after deposit with a nationally recognized overnight courier service, addressed in each case to (a) **Randstad General Partner (US), LLC, 2015 South Park Place, Atlanta, GA 30339**, if to the Lessee and (b) **South Central Tennessee Workforce Alliance, #8 Public Square, 2nd Floor, Columbia, TN 38401**, if to the Lessor.
18. This lease shall be governed by the laws of the state of Tennessee.
19. **SEVERABILITY** The provisions of this Lease are severable in that should any provisions be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the legality, validity and enforceability of the other provisions herein shall not be affected, but they shall remain in full force and effect.
20. **NONDISCRIMINATION** The Lessee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of the Lessee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. To the extent applicable, the parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246 and the related regulations to each.
21. **PUBLIC LIABILITY** The Lessee, being an independent Lessee and not an employee of this Lessor, agrees to carry adequate general liability (\$2 million GL as required by TSI Grant) and other appropriate forms of insurance.
22. **MODIFICATION** This Agreement may be modified only by written amendment executed by all parties hereto. There is an option to renew this agreement if agreed upon in writing by all parties hereto prior to the expiration of the agreement.
23. The Lessee warrants that no part of the total agreement amount shall be paid directly or indirectly to any employee or official of the South Central Tennessee Workforce Alliance or the State of Tennessee as wages, compensation, or gifts in exchange for acting as an office, agent, employee, subcontractor, or consultant to the Agreement in connection with any work contemplated or performed relative to this agreement.
24. **DRUG-FREE WORKPLACE** The Lessee agrees to be bound by the Drug-Free Workplace regulatory requirements that are specified in the Drug-Free Workplace Act of

1988, Public Law 100-690, Title V, Subtitle D; 41 U.S.C. Code 701 et Seq; 29 CFR Part 98, Federal Register 54 CFR 4946.

25. LOBBYING The Lessee certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the Lessee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such grant, loan, or cooperative agreement, the Lessee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Lessee shall require that the language of this certification be included in the documents for all subleases at all tiers (including subcontracts, contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

26. VETERANS AND ELIGIBLE SPOUSES PRIORITY OF SERVICES To the extent applicable to Lessee, compliance with priority of service for veterans and eligible spouses will be ensured with this agreement per Training and Employment Notices (TEN) 15-10 from the United States Department of Labor.

***CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS***

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1. In order to assure that Federal agencies conduct business with responsible organizations only, the President issued *Executive Order 12549, Debarment and Suspension, encoded at 29 CFR Part 98, §98.510*. This *Order* required that all organizations or individuals presently debarred or suspended by any Federal Agency shall be prohibited from doing business with *ALL Federal* agencies for the period of debarment or suspension. All prospective Lessees are therefore required to certify that they fall into none of the categories of ineligibility. The *Certification Regarding Debarment, Suspension, and Other Responsibility Matters: Primary Covered Transactions* is attached for this purpose, and must be signed and submitted with each prospective Lessee's agreement.
2. As spelled out in No. 6 of the attached *Instructions* for the aforementioned *Certification*, the *Order* further requires that all primary participants [i.e. *Lessees*] shall not knowingly enter

into any lower tier covered transaction with a person or organization who is debarred, suspended, or otherwise ineligible. Primary participants are, therefore, required to obtain certification of eligibility from *all* prospective sub-Lessees and sub-Lessees prior to the commencement of the sub-agreement. The *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: Lower Tier Covered Transaction* is attached for this purpose.

3. The prospective Lessee certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
4. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this *Certification*, such prospective participant shall attach an explanation to this proposal.

[Signatures Contained on Following Page]

IN WITNESS WHEREOF, the parties have executed this lease agreement effective as of the date first set forth above.

APPROVED FOR THE LESSEE:

Randstad General Partner (US), LLC

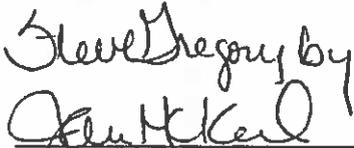
By:   
Name: Andrew J. Wilson  
Title: VP & Deputy General Counsel

APPROVED FOR THE LESSOR:

Steve Gregory    South Central Tennessee Workforce Alliance    Chief Elected Official

Name of Authorized Official

Title

  
Signature

4/1/12  
Date

# Amendment #1

Executed Copy 3/13/14

**FIRST AMENDMENT TO LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "Amendment") is dated March 13, 2014, between SOUTH CENTRAL TENNESSEE WORKFORCE ALLIANCE ("Lessor"), and RANDSTAD GENERAL PARTNER (US) LLC, a Delaware limited liability company ("Lessee").

**BACKGROUND:**

A. Lessor and Lessee are parties to that certain Lease Agreement dated as of April 1, 2012 (the "Lease"), pursuant to which Lessee leases certain premises consisting of approximately 400.25 square feet of space situated in the "Badge Room" in the building (the "Building") located at the Workforce Development and Conference Center at Northfield, 100 Saturn Parkway, Spring Hill, Maury County, Tennessee 37174 (the "Premises").

B. Lessor and Lessee desire to amend the Lease pursuant to this Amendment.

C. Initially capitalized terms used herein without definition shall have the meaning ascribed thereto in the Lease.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties, intending to be legally bound, agree as follows:

1. Extension of Lease Term.

a. The term of the Lease (which is currently scheduled to expire on March 31, 2014) is hereby extended for an additional two (2) years, commencing on April 1, 2014 and expiring on March 31, 2016 (the "Extension Term").

b. Except as otherwise set forth in this Amendment, all terms and conditions contained in the Lease (as amended hereby) shall continue to apply during the Extension Term.

2. Rent. Notwithstanding anything to the contrary set forth in the Lease, during the Extension Term, Lessee's rent shall be as follows, due and payable in the manner otherwise provided in Section 3 of the Lease:

<u>Time Period</u>	<u>Rent Rate</u>	<u>Monthly Rent</u>
4/1/2014 - 3/31/2016	\$20.60/sf	\$687.10

3. Termination Right. The last sentence of Section 2 of the Lease is hereby deleted and of no further force and effect. Accordingly, neither party shall have any further right to terminate pursuant to Section 2 of the Lease.

4. Renewal Right. Lessee shall have the option to extend the term of the Lease (as hereby amended) for two consecutive periods of one (1) year each (each, an "Option Period"). The rent payable during each Option Period shall be equal to the then-current fair market rate for

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3/13/14

Executed Copy 3/13/14

leased space of similar size and quality in the commercial real estate market in which the Premises is located. If Lessee desires to exercise its option to extend, Lessee must give Lessor written notice thereof at least ninety (90) days prior to the last day of the term then in effect.

5. Lessee's Notice Address. Notwithstanding anything to the contrary set forth in the Lease, Lessee's address for notices is as follows:

Randstad General Partner (US) LLC  
One Overton Park  
3625 Cumberland Blvd. SE, Suite 600  
Atlanta, GA 30339  
Attn: Real Estate & Facilities

6. ADA Compliance. Lessor shall be responsible for maintaining the Building in compliance with the Americans with Disabilities Act, state, county and city laws and ordinances. Any modifications required by said laws now, or at any time in the future, shall be the sole responsibility of the ownership and shall in no way financially impact Lessee.

7. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions. In accordance with *Executive Order 12549, Debarment and Suspension, encoded at 29 CFR Part 98, Section 98.510*, Lessee certifies, by submission hereof, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

8. Entire Agreement. The Lease, as hereby amended, contains all of the agreements of the parties to this Amendment and supersedes any previous negotiations. To the extent of any inconsistency between the terms of this Amendment and the Lease, the terms of this Amendment shall control. The Lease (as hereby amended) may not be modified except by a written instrument duly executed by the parties hereto.

9. Brokers. Each of Lessor and Lessee represents and warrants to the other that neither it nor its agents have dealt with any broker in connection with this Amendment.

10. Counterparts. This Amendment may be executed in multiple counterparts or by facsimile transmissions, each of which shall be treated as an original of this Amendment for all purposes, and all of which shall constitute one (1) agreement binding upon all of the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart or facsimile transmission.

[SIGNATURES ON FOLLOWING PAGE]

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Executed Copy 3/13/14

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

LESSOR:

South Central Tennessee Workforce Alliance

By: Tom McKeel

Name: Tom McKeel

Title: Executive Director

3/13/14

LESSEE:

Randstad General Partner (US) LLC

By: Theresa Y. McDaniel

Name: Theresa Y. McDaniel

Title: General Counsel

WTB  
3/13/14

# Amendment #2

## SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this "Amendment") is dated March 24, 2016, between SOUTH CENTRAL TENNESSEE WORKFORCE ALLIANCE ("Lessor"), and RANDSTAD GENERAL PARTNER (US) LLC, a Delaware limited liability company ("Lessee").

### BACKGROUND:

A. Lessor and Lessee are parties to that certain Lease Agreement dated as of April 1, 2012 (the "Original Lease"), as previously amended by a certain First Amendment to Lease Agreement dated March 13, 2014 (as amended, the "Lease"), pursuant to which Lessee leases certain premises currently consisting of approximately 400.25 square feet of space situated in the "Badge Room" in the building (the "Building") located at the Workforce Development and Conference Center at Northfield, 5000 Northfield Lane, Spring Hill, Maury County, Tennessee 37174 (the "Premises").

B. Lessor and Lessee desire to amend the Lease pursuant to this Amendment.

C. Initially capitalized terms used herein without definition shall have the meaning ascribed thereto in the Lease.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the parties, intending to be legally bound, agree as follows:

1. Expansion of Premises. Effective as of April 1, 2016, the Existing Premises shall be expanded to consist of approximately 456.25 square feet of space situated in the "Badge Room", and "Room 1265" in the Building.

2. Extension of Lease Term.

a. The term of the Lease (which is currently scheduled to expire on March 31, 2016) is hereby extended for an additional two (2) years, commencing on April 1, 2016 and expiring on March 31, 2018 (the "Extension Term").

3. Except as otherwise set forth in this Amendment, all terms and conditions contained in the Lease (as amended hereby) shall continue to apply during the Extension Term.

4. Rent. Notwithstanding anything to the contrary set forth in the Lease, during the Extension Term, Lessee's rent shall be as follows, due and payable in the manner otherwise provided in Section 3 of the Lease:

<b>Time Period</b>	<b>Rent Rate</b>	<b>Monthly Rent</b>
4/1/2016 – 3/31/2018	\$20.60/sf	\$783.23

5. Termination Right. Notwithstanding anything to the contrary set forth in the Lease, Tenant shall have the right to terminate the Lease (as amended hereby) effective as of March 31, 2017 or any date thereafter (such date being referred to herein as the "Early

Termination Date”) by providing written notice of such termination at least ninety (90) days prior to the designated Early Termination Date.

6. Renewal Right. Lessee shall have the option to extend the term of the Lease (as hereby amended) for two consecutive periods of one (1) year each (each, an “Option Period”). The rent payable during each Option Period shall be equal to the then-current fair market rate for leased space of similar size and quality in the commercial real estate market in which the Premises is located. If Lessee desires to exercise its option to extend, Lessee must give Lessor written notice thereof at least ninety (90) days prior to the last day of the term then in effect.

7. Lessee’s Notice Address. Notwithstanding anything to the contrary set forth in the Lease, Lessee’s address for notices is as follows:

Randstad Genera Partner (US) LLC  
One Overton Park  
3625 Cumberland Blvd. SE, Suite 600  
Atlanta, GA 30339  
Attn: Real Estate & Facilities

8. ADA Compliance. Lessor shall be responsible for maintaining the Building in compliance with the Americans with Disabilities Act, state, county and city laws and ordinances. Any modifications required by said laws now, or at any time in the future, shall be the sole responsibility of the ownership and shall in no way financially impact Lessee.

9. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions. In accordance with *Executive Order 12549, Debarment and Suspension, encoded at 29 CFR Part 98, Section 98.510*, Lessee certifies, by submission hereof, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

10. Entire Agreement. The Lease, as hereby amended, contains all of the agreements of the parties to this Amendment and supersedes any previous negotiations. To the extent of any inconsistency between the terms of this Amendment and the Lease, the terms of this Amendment shall control. The Lease (as hereby amended) may not be modified except by written instrument duly executed by the parties hereto.

11. Brokers. Each of the Lessor and Lessee represents and warrants to the other that neither it nor its agents have dealt with any broker in connection with this Amendment.

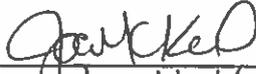
12. Counterparts. This Amendment may be executed in multiple counterparts or by facsimile transmissions, each of which shall be treated as an original of this Amendment for all purposes, and all of which shall constitute one (1) agreement binding upon all of the parties hereto, notwithstanding that all the parties are not signatory to the original of the same counterpart or facsimile transmission.

[Signatures Contained on Following Page]

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

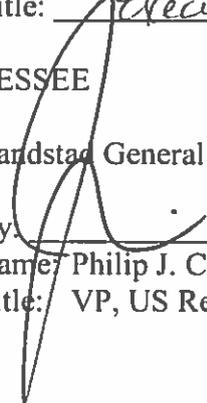
LESSOR

South Central Tennessee Workforce Alliance

By:   
Name: Dan McKel  
Title: Executive Director

LESSEE

Randstad General Partner (US) LLC

By:   
Name: Philip J. Carabillo  
Title: VP, US Real Estate

# Amendment #3

### THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this "Amendment") is dated as of July 1, 2016, between SOUTH CENTRAL TENNESSEE WORKFORCE ALLIANCE ("Lessor"), and RANDSTAD GENERAL PARTNER (US) LLC, a Delaware limited liability company ("Lessee").

#### BACKGROUND:

A. Lessor and Lessee are parties to that certain Lease Agreement dated as of April 1, 2012 (the "Original Lease"), as previously amended by a certain First Amendment to Lease Agreement dated March 13, 2014 and a Second Amendment to Lease Agreement dated March 24, 2016 (as amended, the "Lease"), pursuant to which Lessee leases certain premises currently consisting of approximately 456.25 square feet of space situated in the "Badge Room" and "Room 1265" in the building (the "Building") located at the Workforce Development and Conference Center at Northfield, 5000 Northfield Lane, Spring Hill, Maury County, Tennessee 37174 (the "Existing Premises").

B. Lessor and Lessee desire to amend the Lease pursuant to this Amendment.

C. Initially capitalized terms used herein without definition shall have the meaning ascribed thereto in the Lease.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the parties, intending to be legally bound, agree as follows:

1. Expansion of Premises. Effective as of July 1, 2016, the Existing Premises shall be (a) reduced by approximately 56 square feet and (b) expanded to include an additional 900 square feet, such that the Premises shall be expanded on a net basis to consist of approximately 1,300.25 square feet of space in the Building. The Premises, as expanded, is depicted on Exhibit A, attached hereto and made a part hereof.

2. Ratification. Except as otherwise set forth in this Amendment, all terms and conditions contained in the Lease (as amended hereby) shall continue to apply during the Extension Term.

3. Rent. Notwithstanding anything to the contrary set forth in the Lease, from and after July 1, 2016, Lessee's rent shall be as follows, due and payable in the manner otherwise provided in Section 3 of the Lease:

<u>Time Period</u>	<u>Rent Rate</u>	<u>Monthly Rent</u>
7/1/2016 – 3/31/2018	\$20.00/sf	\$2,167.08

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions. In accordance with *Executive Order 12549, Debarment and Suspension, encoded at 29 CFR Part 98, Section 98.510*, Lessee certifies, by submission hereof, that neither it nor its principals are presently debarred, suspended,

proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

5. Entire Agreement. The Lease, as hereby amended, contains all of the agreements of the parties to this Amendment and supersedes any previous negotiations. To the extent of any inconsistency between the terms of this Amendment and the Lease, the terms of this Amendment shall control. The Lease (as hereby amended) may not be modified except by written instrument duly executed by the parties hereto.

6. Brokers. Each of the Lessor and Lessee represents and warrants to the other that neither it nor its agents have dealt with any broker in connection with this Amendment.

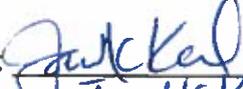
7. Counterparts. This Amendment may be executed in multiple counterparts or by facsimile transmissions, each of which shall be treated as an original of this Amendment for all purposes, and all of which shall constitute one (1) agreement binding upon all of the parties hereto, notwithstanding that all the parties are not signatory to the original of the same counterpart or facsimile transmission.

[Signatures Contained on Following Page]

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

LESSOR

South Central Tennessee Workforce Alliance

By:   
Name: Ian McKeel  
Title: Executive Director

LESSEE

Randstad General Partner (US) LLC

By: \_\_\_\_\_  
Name: Philip J. Carabillo  
Title: VP, US Real Estate