

STANDARD SHOPPING CENTER LEASE

Prepared for:

Biscayne Shopping Center

INDENTURE OF LEASE made this day 9th of May, 2014 between **D & G Properties, Inc.**, a Florida Corporation, having an office at 27501 South Dixie Highway, Suite 402, Naranja, Miami, Florida 33032 hereinafter referred to as "Lessor and/or Landlord" and **South Florida Workforce Investment Board d/b/a CareerSource South Florida**, having a mailing address, after the lease Commencement Date, as hereinafter defined, at **28951 South Dixie Highway, Homestead, FL 33033** hereinafter referred to as "Lessee and/or Tenant".

Premises

Lessor/Landlord hereby leases to Lessee/Tenant, and Lessee/Tenant hereby hires from Lessor/Landlord, the following space in a shopping center located in Miami Dade County, State of Florida, known as Biscayne Shopping Center ("Shopping Center") and located at 28951 South Dixie Highway, Naranja, Florida 33033, which is approximately 8,400 square feet ("Premises"). The demised Premises shall extend to the exterior faces of exterior walls or the center line of those walls separating the demised Premises from other leased premises in the Shopping Center, but reserving and excepting to Landlord the right to install, maintain, use and run wires through hung ceiling space, column space and partitions in or beneath the floor slab or above or below the demised Premises.

The demised Premises are leased, together with the appurtenances, including, without limitation, the right to use in common with others the public portions of the Shopping Center.

1. TERM OF LEASE:

The lease's Initial Lease Term shall be for five (5) years and will commence no earlier than ten (10) calendar days after substantial completion of all work necessary for Tenant's safe access and occupancy of the entire Premises for the intended use, estimated to be on or about June 1, 2014 (the "Commencement Date")

- 1a. Ten (10) days prior to the Commencement Date, Tenant will be allowed access to the Premises for the installation of the telephone service, computer network and equipment.
- 1b. Rent shall commence upon occupancy of the Premises and any applicable rental abatement period.

2. RENT:

During the term of this Lease, Tenant covenants and agrees to pay Landlord Rent in lawful money of the United States, per the Rent Breakdown in 2a. hereafter. Tenant is tax exempt, Certificate No. 85-8012533202C-1, Expiration Date: 11/30/2017.

Rent shall be payable in equal monthly installments, without any set-off or deduction whatsoever, in advance, on the fifteenth day of each month during the term of the Lease at the office of Landlord, or such other place as Landlord may designate. The first installment to be paid on the Commencement Date.

2a. Rent Breakdown, per square foot, per annum:

Year One:	\$13.57	\$ 9,499.00 (monthly)
Year Two:	\$13.98	\$ 9,786.00 (monthly)
Year Three:	\$14.40	\$10,080.00 (monthly)
Year Four:	\$14.83	\$10,381.00 (monthly)
Year Five:	\$15.27	\$10,689.00 (monthly)

These rents shall include common area maintenance charges such as Real Estate Property Taxes and Property Insurance.

2b. Rent Abatement:

Landlord shall abate the first (1st) month of Rent (\$9,499.00).

2c. Tenant covenants to pay the Rent, and adjustment of rent as provided in this Lease, when due.

In the event that same is not paid within ten (10) days of when due, after written notice is given by Landlord, Tenant agrees to pay without demand a one hundred dollar (\$100.00) late fee. Returned checks must be paid with cash or cashier's check, or money order plus one hundred dollars (\$50.00) returned check charge.

3. USE:

Lessee shall use and occupy the premises as an employment placement office, general office use, general office storage, general administrative functions and conference facilities educational training/classrooms incidental to such Use. The Premises shall be used for no other purpose without the consent of Lessor/Landlord, which consent shall not be unreasonably withheld.

4. CARE AND MAINTENANCE OF PREMISES:

Lessee acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at its own expense and at all times, maintain the Premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the Premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Landlord, during the initial Lease term and any renewal periods thereof, shall be responsible at its sole cost and expense for all repairs required to maintain the Shopping Center's roof, exterior walls, sidewalks, driveways, parking areas and landscaping. All repairs necessary to correct code violations, defective equipment and/or windstorm damage repairs shall be in compliance with all laws and code requirements.

Landlord shall also be responsible for the electrical panel and main plumbing line servicing the Premises. At the time of delivery of the Premises, all lights, outlets, and plumbing fixtures will be in good working order. Tenant shall be responsible for routine maintenance items, such as, replacement of light bulbs, ballasts, toilet flappers, AC filters, etc., all considered routine standard maintenance.

Notwithstanding the foregoing, Landlord shall be responsible for any maintenance/repair exceeding \$1,000.00 per occurrence.

4a. HVAC Equipment:

Landlord shall be responsible for the maintenance of the three (3) existing HVAC units ("HVAG") for the first (1st) year of the initial Lease Term. Thereafter, Tenant will be responsible for the maintenance of the HVAC and will contract for and maintain a maintenance contract throughout the remainder of the initial Lease Term and renewal periods thereof. Landlord will be responsible for any HVAC repairs and/or replacements, per occurrence exceeding \$1,000.00 throughout the initial Lease Term and renewal periods thereof.

5. ALTERATIONS:

Lessee shall not, without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld, make any alterations, additions, or improvements, in, to or about the Premises.

6. TENANT IMPROVEMENT ALLOWANCE:

Landlord shall make the following Improvements to the Premises "turn-key" per the specifications below.

- All systems within the Premises such as, HVAC, fire sprinklers, electrical (including light fixtures and light bulbs and outlets), plumbing to be in good working order.
- Any roof repairs to be completed and exterior walls of end cap to be cleaned and painted as needed.
- Replace ceiling tiles and ceiling grid as needed.
- Paint entire Premises (Tenant to choose color from Building Standard Selections).
- Existing carpeted areas to be replaced with VCT or its equivalent to match the existing flooring within the Premises.
- Existing showerheads in restrooms to be capped/covered.
- Premises to be thoroughly cleaned including polishing of the existing floor.

7. MECHANIC'S LIENS:

The Landlord's interest in the Premises is not and shall not be subject to liens for improvements made by Tenant. Should a mechanic's lien be filed against the Premises or Building because of work done on Tenant's behalf or materials furnished to Tenant, Tenant shall promptly cause same to be discharged. If Tenant fails to discharge a mechanic's lien imposed against the Premises or Building because of Tenant's conduct, Landlord may discharge same within ten (10) days after demand. Any amount paid by Landlord for any of the aforesaid purposes and Landlord's reasonable attorney's fees shall be paid by Tenant to Landlord upon demand.

8. PARKING:

Landlord will provide Tenant with four (4) parking spaces per every 1,000 square feet of leased area in the Shopping Center during the Initial Lease Term and any renewal periods thereof.

Tenant shall have access to the fenced lot in the back ("Back Parking Lot") of the Premises for employee or visitor parking as needed. Tenant requires adequate paved access to the Back Parking Lot which shall be completed prior to the Commencement Date. Tenant requires approximately twenty (20) visitor parking spaces at any given time, Monday thru Friday, from 8:00am to 5:00pm.

9. ORDINANCES AND STATUTES:

Lessee shall comply with all statutes, ordinances and requirements of all municipal state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Lessee.

10. ASSIGNMENT AND SUBLETTING:

Tenant shall have the right to sublease or assign its lease, subject to Landlord's approval of the subtenant or assignee, which shall not be unreasonably withheld or delayed by Landlord. Landlord will not have any recapture or profit-sharing rights relative to subletting or assignment by Tenant, and will not have the right to approve the terms or form of any proposed transaction. Tenant shall have the right to sublease or assign, without Landlord's or assign, without Landlord's approval, to any affiliate or to any person succeeding to the business conducted at the Premises.

11. UTILITIES:

All applications and connections for necessary utility services on the demised Premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, garbage dumpster, electricity, janitorial services and telephone and internet services.

12. ENTRY AND INSPECTION:

Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable prior notice, for the purpose of inspecting the same, and will permit Lessor at any time upon reasonable prior notice, within sixty (60) days prior to the expiration of this Lease, assuming Lessee will not be renewing the Lease, to place upon the Premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the Premises thereafter. In no event will Landlord show the Premises to prospective lessees during Tenant's hours of operation.

13. POSSESSION:

If Lessor is unable to deliver possession of the Premises at the Commencement Date hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within (thirty) 30 days of the Commencement of the term hereof.

14. INSURANCE:

Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows: \$1,000,000 Bodily Injury and Property Damage (Combined Single Limit coverage per occurrence). Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten (10) day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies, which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation, which might otherwise exist.

15. EMINENT DOMAIN:

If the Premises or any part thereof or any estate therein, or any other part of the Shopping Center materially affecting Lessee's use of the Premises, shall be taken by eminent domain, this Lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvement owned by Lessee, and for moving expenses.

16. DESTRUCTION OF PREMISES:

In the event of a partial destruction of the Premises during the term hereof; from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the Premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, no more than an additional sixty (60) days, this Lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within any sixty (60) day period this Lease may be terminated at the option of either party. In the event that the building in the Shopping Center in which the demised Premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised Premises be injured or not. A total destruction of the building in the Shopping Center where the Premises may be situated shall terminate this Lease.

17. LESSOR'S REMEDIES ON DEFAULT:

If Lessee defaults in the payment of rent, or any applicable additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee written notice of such default and if Lessee does not cure any such default within ten (10) days for monetary default and within twenty (20) days for non-monetary default, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than thirty (30) days' written notice to Lessee. On the date specified in such notice the term of this Lease shall terminate, and Lessee shall then quit and surrender the Premises to Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

18. SECURITY DEPOSIT:

Lessee shall deposit with Lessor on the signing of this lease the sum of Nine Thousand Four Hundred Ninety Nine Dollars and 00/100 (\$9,499.00) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the Premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of the lease. Upon the expiration of the Lease, the security deposit shall be refunded to Lessee within thirty (30) days after the Lease expiration date.

19. PREPAID RENT:

Upon the signing of this Lease, Lessee shall deposit with Lessor the sum of Nine Thousand Four Hundred Ninety Nine Dollars and 00/100 (\$9,499.00) receipt of which is hereby acknowledged by Landlord as payment of First month's rent and the sum of Ten Thousand Six Hundred Eighty Nine Dollars and 00/100 (\$10,689.00) receipt of which is hereby acknowledged by Landlord as payment of the Last month's rent.

20. RENT ESCALATION:

As per the Rent Breakdown in (2a) of this Lease.

21. RENEWAL OPTION TERM:

Tenant has the option to renew the Lease for an additional five (5) years, to be exercised no less than six (6) months in advance of the then current Lease expiration date. The renewal rate shall be the same rent Tenant is then paying consistently escalated by three (3%) per annum. All other terms and conditions shall remain the same as for the initial Lease Term.

22. SIGNS:

Tenant shall have the right to place its name and logo on the exterior of the Premises on two (2) locations (above the entrance of Premises and on the side of Premises facing South Dixie Highway). Tenant shall be responsible for all costs and expenses incurred in the design and completion of Tenant's signage. Landlord, at Landlord's cost, shall install Tenant's name and logo at a location to be determined, on the existing Shopping Center pylon sign. All signage will be installed in accordance with local municipal regulations and any applicable covenants.

23. ATTORNEY'S FEES:

In litigation is filed for recovery of the Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, as authorized by applicable statutory provision, including reasonable attorney's fees.

24. WAIVER:

No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

25. RIGHT TO TERMINATE:

Tenant shall have an ongoing Right to Terminate the Lease if Tenant loses funding and is unable to continue operating the Use hereunder. To exercise this Right to Terminate, Tenant must provide to Landlord not less than six (6) months prior written notice, evidence of its loss of funding and payment of a termination fee equal to the sum of (a) Landlord's unamortized out of pocket costs and concessions (including Tenant Improvement costs paid to date, real estate commission, rent abatement and reasonable legal fees). The termination fee is due to Landlord within sixty (60) days following the date Tenant provided to Landlord notice exercising the Termination Right.

26. NOTICES:

Any notice, which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the Premises, or Lessor at the address specified above, or at such other places as may be designated by both parties from time to time.

27. HEIRS, ASSIGNS, SUCCESSORS:

This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

28. SUBORDINATION:

This lease is and shall be subordinated to all existing and future liens and encumbrances against the property. This section shall be self-operative and no further instrument of subordination shall be required by any mortgage; however, upon request of Landlord, within thirty (30) days written notice, Tenant will execute a written subordination agreement.

29. COMPLIANCE WITH LAWS:

Landlord represents and warrants that the Land and Property are zoned for the Tenant's use. Throughout the lease term(s) Landlord shall comply with all applicable laws and zoning codes to the land, the Property or the Premises. Tenant shall make its alterations in compliance with all applicable laws.

30. ADDENDUM TO LEASE ONE (1) ATTACHED.

31. BROKERS:

Tenant is represented in this transaction by Cresa South Florida ("Tenant Broker"). Landlord shall pay a total commission in the amount of \$29,687.00 to be equally divided between Cresa South Florida and Malouf International Realty ("Landlord Broker"). The commission shall be paid 50% upon Lease execution and 50% upon the earlier of Rent Commencement or occupancy of the Premises by Tenant to conduct its business. Landlord will not pay commissions on Lease Renewals.

32. ENTIRE AGREEMENT:

The foregoing constitutes the entire agreement between the parties and may be modified only by written form signed by both parties. The following Addendum to Lease has been made a part of this Lease before the parties' execution hereof:

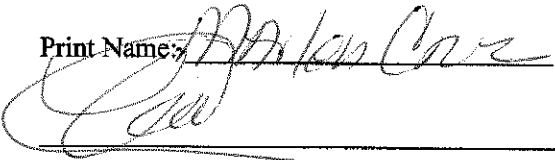
SIGNED THIS 16 of May, • 2014.

AS TO LANDLORD/LESSOR:

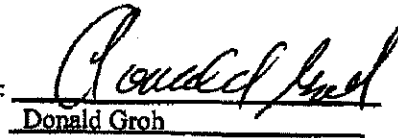
WITNESSES:

D & G PROPERTIES, NC.

Print Name: _____



BY: _____


Donald Groh

Print Name: _____

AS TO LESSEE/TENANT:

WITNESSES:

**SOUTH FLORIDA WORKFORCE INVESTMENT
BOARD D/B/A/ CAREER SOURCE SOUTH
FLORIDA**

By: _____

Print Name: RICK BEASLEY



Print Name: _____


Adela Inraque

Print Name: _____


Jocelyne Nguema

ADDENDUM ONE (1)

HOLDOVER:

Upon the expiration and termination of the Lease, either by lapse of time or otherwise, the Tenant shall surrender to the Landlord the Premises in good condition and repair, with reasonable wear and tear accepted.

However, should the Tenant remain in possession of the Premises or any part thereof after the expiration of the Lease term or any renewal or extension thereof ("Holdover"), the Tenant shall continue to pay rent on a monthly basis at the rate equal to the rent for the month in which expiration occurs, including any applicable annual rent increase as indicated in the Lease.

The parties expressly agree that a Holdover by Tenant will not operate as an extension or renewal of the Lease. Rather the payment of rent during the holdover period and the acceptance thereof by the Landlord shall constitute a month to month lease under the same terms and conditions of this Lease.

PUBLIC ENTITY CRIMES CLAUSE:

The Landlord shall comply with the Public Entity Crimes Act (§ 287.133, Florida Statutes) and the Landlord certifies that neither it, nor any person or affiliate of Landlord, has been convicted of a Public Entity Crime as defined in section 287.133, Florida statutes, nor placed on the convicted vendor list. The Landlord understands and agrees that the Landlord is required to inform Tenant immediately upon any change of circumstances regarding this status. The Landlord shall provide a completed Public Entity Crimes Certification.

DISCRIMINATORY VENDORS:

The Landlord shall disclose to Tenant if Landlord appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, F.S. may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or
- (d) Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

ADDENDUM ONE (1)

INDEMNIFICATION:

The Tenant shall indemnify and hold harmless landlord, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which landlord and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the lease by the Tenant or the Tenant's officers, employees, agents, servants, partners, principals or subcontractors. The Tenant shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon unless landlord is found to be negligent. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Tenant arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Tenant or the Tenant's officers, employees, servants, agents, partners, principals or subcontractors.

The landlord shall indemnify and hold harmless Tenant, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Tenant and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Lease by the landlord or the landlord's officers, employees, agents, servants, partners, principals or subcontractors. The landlord shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of Tenant, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The landlord expressly understands and agrees that any insurance policies required by the Lease or otherwise provided by the landlord shall in no way limit the responsibility to indemnify, keep and save harmless and defend Tenant and its officers, employees, agents, servants, agencies and Instrumentalities as herein provided.

Term of Indemnification: The provisions of this indemnification shall survive the expiration of the Lease and shall terminate upon the expiration of the applicable statute of limitation.

AMERICANS WITH DISABILITIES ACT (ADA):

Landlord shall warrant that the parking facilities and all exterior improvements, walkways, doors, doorways, and other common public facilities are in compliance with the American with Disabilities Act, and any state or local law of similar purpose, and shall Indemnify Tenant against any claim, cost or expense arising out of such warranty not being true.