



PALM CENTRE
COMMERCIAL LEASE AGREEMENT
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD D/B/A CAREERSOURCE SOUTH FLORIDA

This Lease Agreement ("Agreement") is made this 1st day of July 2022 by and between Hialeah Housing Authority ("HHA"), as "Landlord," having its principal office at 240 East 1st Avenue, Suite 112, Hialeah, Florida 33010 and South Florida Workforce Investment Board ("LESSEE") d/b/a CareerSource South Florida as "Tenant," collectively referred to as ("Parties").

1. Premises

1.1. Legal Description In consideration of the rent reserved and of the covenants contained herein, Lessor does lease to Lessee, and Lessee does lease from Lessor that specific space located at 240 East 1st Avenue, Hialeah, FL 33010 and designated as Suite Number 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224 & 226 (the "Premises"). The total agreed square footage of the Premises is rentable square feet, including the Lessee's proportionate share of the common areas and core space of the Building, which is approximately 9,894 square feet. The term "Building" shall mean the office building located at 240 East 1st Avenue, Hialeah, Florida 33010. Lessor expressly reserves the right to change the name of the Building or the Project without notice to Lessee.

2. Term

2.1. Commencement of Tenancy. The term of this Lease (the "Term") shall commence on July 1, 2022 (the "Commencement Date") and shall terminate on the last day of the calendar month, which completes three (3) full years of tenancy hereunder June 30, 2025 (the "Termination Date").

2.2. Option: Lessee's Option to Renew Lease. Lessor grants the lessee an option to renew this lease for a period of Three (3) Years after the expiration of its original term, on the same terms as this lease, except that the rental amount will be adjusted to reflect changes in (CPI) and related cost and expenses. Lessee shall give lessor written notice of its intention to renew at least sixty (60) days before the expiration of this lease.

2.2 Delay. If delivery of possession of the Premises shall be delayed beyond the Commencement Date, Lessor shall not be liable to Lessee for any Lease resulting from such delay, and Lessee's obligation to pay rent, as defined herein (unless such delay is due to Lessee), shall be suspended and abated until possession of the Premises is delivered to Lessee. In the event of such a delay, it is understood and agreed that the Commencement Date shall be postponed until delivery of possession and that the Termination Date shall be correspondingly extended.

3. Rent

3.1. Covenant to Pay Rent. Lessee covenants and agrees to pay to Lessor as rent for the Premises (all of which is collectively referred to as "Rent") all of the following:

3.1.1. Base Rent. An annual basic rent (the "Basic Rent") in the sum of \$102,960.00, payable in twelve (12) equal monthly installments of \$8,580.00, in advance of the first day of each month during each calendar year, or portion thereof (with appropriate adjustment for any calendar year which does not fall totally within the Term), during the Term; provided, however, that the installment of Basic Rent payable for the first whole calendar month of the Term (and if the Term commences on a day other than the first day of the calendar month, that portion of Basic Rent which is payable for such month) shall be due and payable on the execution of this Lease; and

3.1.2 Additional Rent. Additional rent (the "Additional Rent") in the amount of any payment referred to as such in any portion of this Lease is in effect (which shall include any and all charges or other amounts which Lessee is obligated to pay Lessor under this Lease, other than Basic Rent).

3.2. Rent Adjustment. Basic Rent shall be adjusted in each calendar year following the initial calendar year of the Term, or portion thereof, as provided in Section 4 hereof.

3.3. Payment Method. Basic Rent and all Additional Rent as provided for under this Lease shall be paid promptly when due, check, in lawful money of the United States of America, without notice or demand and deduction, diminution, reduction, counterclaim, or set-off of any amount or for any reason whatsoever payable to the Hialeah Housing Authority, and delivered to its offices at the address as stated in Section 28 or to such other person and place as may be designated by notice in writing from Lessor to Lessee from time to time. If Lessee presents to Lessor more than twice during the Term checks or drafts not honored by the institution upon which they are issued, then Lessor may require that future payment of Rent and other sums after that payable be made by certified or cashier's check. If any rental payment is received by Landlord later than five (5) days after the rental due date, there shall be due, in addition, a late charge in the sum of 5% of the total rental payment due. If the Tenant gives Landlord a bad check, there shall be an additional charge of \$50.00. All late charges and bad check charges shall be considered as additional rent. All other monetary sums payable by the Tenant as prescribed by other lease provisions are likewise regarded as additional rent. Notwithstanding Landlord's right to charge and collect late and bad check charges, nothing herein shall be deemed to waive Landlord's right to enforce other lease provisions, including but not limited to Landlord's right to consider the lease in default, as hereinafter described.

3.4. Security Deposit. Simultaneously with the execution of this Lease, Lessee shall deposit with Lessor the sum of \$0.00 as a security deposit (the "Security Deposit"). The Security Deposit (which shall not bear interest to Lessee) shall be considered as security for the payment and performance of the obligations, covenants, conditions, and agreements contained herein. The Security Deposit shall not constitute an advance payment of any amounts owed by Lessee under this Lease or a measure of damages to which Lessor shall be entitled upon a breach of this Lease by Lessee or upon the termination of this Lease. Lessor may, without prejudice to any other remedy, use the Security Deposit to the extent necessary to remedy any default in the payment of Basic Rent or Additional Rent or to satisfy any other obligation of Lessee hereunder, and Lessee shall promptly, on demand, restore the Security Deposit to its original amount. If Lessor transfers its interest in the Premises during the Term, Lessor may assign the Security Deposit to the transferee who shall become obligated to Lessee for its return under the terms of this Lease, and

after that, Lessor shall have no further liability for its return.

3.5. Pro Rata Share of Cost Increases. Lessee's pro-rata share of increases in Operating Expenses, as defined in Section 5, is agreed to be \$2,004.00. Lessee's pro-rata share of increases in Real Estate Taxes, as defined in Section 6, is agreed to be \$1,286.00.

3.6. Determining Rent. It is agreed by Lessor and Lessee that no rent for the use, occupancy, or utilization of the Premises shall be, or is, based in whole or in part on the net income or profits derived by any person from the Building, Project, or the Premises. Lessee further agrees that it will not enter into any sublease, license, concession, or other agreement for any use, occupancy, or utilization based in whole or in part on the net income or profits derived by any person from the Premises so leased, used, occupied or utilized. Nothing in the preceding sentence, however, shall be construed as permitting or constituting Lessor's approval of any sublease, license, concession, or other use, occupancy, or utilization agreement not otherwise approved by Section 17 of this agreement.

4. Cost of Living Adjustment

4.1. Method of Determining Cost of Living Adjustment. Effective on the first day of each January ("Calculation Date"), so long as this Lease remains in effect, the Basic Rent outlined in Section 3 shall be increased on an annual basis; and Lessee after that covenants to pay Lessor, during each ensuing calendar year, such new adjusted Basic Rent. The dollar amount of said adjustment shall be calculated by multiplying the previous year's annual rental amount by a fraction which shall be the lesser of: (i) a fraction the numerator of which is the sum resulting by subtracting the ("Consumer Price Index") CPI published 12 months before the Calculation Date from the CPI most recently published as of the Calculation Date, and the denominator of which is the CPI published 12 months before the Calculation Date, or (ii) 4/100; such increase to be added to the previous year's rental amount resulting in the new rent then due hereunder for the next ensuing year; provided, however, that the annual rent called for hereunder shall increase at least three percent (3%) per year, the above notwithstanding, and shall in no event decrease.

4.2. Pro-Rata Adjustment. If the period between the Commencement Date and the next succeeding first day of January is less than one full calendar year, then, to establish the initial increased Basic Rent, the amount of increase over the initial Basic Rent resulting from the computation set forth in Paragraph 4.01 shall be further adjusted by multiplying such increase by a fraction, the numerator of which shall be the number of days from the Commencement Date through the next following December 31st inclusive, and the denominator of which shall be three hundred sixty-five (365). The resulting amount shall be added to the initial Basic Rent set forth in Article 3 to establish the Basic Rent for the first full calendar year of the Term.

4.3. Equal Monthly Installments. The resulting adjusted Basic Rent, whether computed based on Paragraphs 4.1 or Paragraphs 4.1 and 4.2, shall be payable in equal monthly installments in advance on the first day of each month of the applicable calendar year.

5. Operating Expenses (Escalation)

5.1. Definition of Operating Expenses. The term "Operating Expenses" shall mean any and all expenses incurred by Lessor in connection with the operation, maintenance, and repair of the



Project including, but not limited to, the following: charges or fees for, and taxes on, the furnishing of electricity, fuel, water, sewer, gas oil and other utilities; (at Lessor's sole discretion) security; pest control; cleaning of windows and exterior curtain walls; janitorial services; trash and snow removal; landscaping and repair and maintenance of grounds; salaries, wages, and benefits for employees of Lessor engaged in the operation, maintenance or repair of the Project including benefits, payroll taxes and worker's compensation insurance; license fees and governmental permits; casualty and liability insurance; cleaning supplies; legal fees and costs relating to the operation, repair or maintenance of the Project or incurred in order to reduce operating expenses, services or management contracts with independent contractors and general overhead; and the costs of any other items which, under generally accepted accounting principles consistently applies from year to year with respect to the Property. "Operating Expenses" shall not include any of the following: cost of capital improvements, except as mentioned above; expenses for painting, redecorating, or other work which Lessor performs for any Lessee in the Project, the expense of which is paid by such Lessee; interest, amortization, or other payments on loans to Lessor, whether secured or unsecured; depreciation of the Project or other said improvements; ground rent; leasing commissions; salaries, wages or other compensation paid to officers or executives of Lessor; and income, excess profits, or franchise taxes or other such taxes imposed on or measured by the income of the Lessor from the operation of the Project. The term "Base Year" shall mean the calendar year in which the Term commences. The term "Comparison Year" shall mean the then-applicable period of twelve (12) months beginning on July 1st of each year and ending on June 30th of each year.

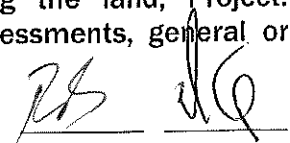
5.2. Lessee's Obligation to Pay for Any Increase in Operating Expenses. Lessee shall pay to Lessor, as Additional Rent, Lessee's pro rata share, as specified in Paragraph 6.2, of the amount by which the Operating Expenses for the Comparison Year exceed the Operating Expenses for the Base Year.

5.3. Reduction of Lessee's Rental Obligations Not Allowed. Nothing contained in this Section 5 shall be construed at any time to reduce the Rent payable hereunder below the amount stipulated in Sections 3 through 5 of this Lease.

5.4. Pro Rata Calculation of Increase in Operating Expenses. If the Termination Date or sooner termination of this Lease shall not coincide with the end of a Comparison Year, then in computing the amount payable under this Section 5 for the period between the commencement of the applicable Comparison Year in question and the Termination Date or sooner termination of the Lease, the amount that would have been due from Lessee for the entire year, if Lessee has been a Lessee for the whole of the Comparison Year, shall be pro-rated over the portion of the Comparison Year that Lessee is a Lessee in the Project. Lessee's obligation to pay increased Operating Expenses under this Section 5 for the final period of the Lease (as well as for any earlier period not paid as of the expiration or sooner termination of the Lease) shall survive the expiration or sooner termination of this Lease.

6. Real Estate Taxes (Escalation)

6.1. Definition of Real Estate Taxes. The term "Real Estate Taxes" means all taxes, rates, and assessments, general or special, levied or imposed concerning the land, Project, Improvements constructed thereon (including all taxes, rates, and assessments, general or



special, levied or imposed for school, public betterment, and/or general or local improvements.) The term "Base Real Estate Taxes" means the assessed value of said land, Project, and improvement, multiplied by the then-current rate, for the tax year during which this Lease commences. The term "Real Estate Tax Year" starts January 1, when an assessment is conducted, until November, when the tax collector sends its Notice of Taxes.

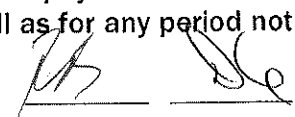
6.2. Determining Obligations to Pay Increases in Real Estate Taxes. Lessee shall pay to Lessor, as Additional Rent, Lessee's pro rata share, of the amount by which Real Estate Taxes for or attributable to the then-current Real Estate Tax Year exceeds the Base Real Estate Taxes. If the system of real estate taxes shall be altered or varied and any new tax or levy shall be levied or imposed on said land, Project and improvements, and Lessor, in substitution for Real Estate Taxes presently assessed or imposed on immovables in the jurisdiction where the Project is located, then any such new tax or levy shall be included within the term "Real Estate Taxes." Lessee shall pay each month, in advance, as Additional Rent, one-twelfth of Lessor's estimate of Lessee's annual obligation under this Section 6. Such payments shall in no way limit the Lessee's yearly obligation. If the total of such monthly installments paid is less than Lessee's total obligation, Lessee shall promptly pay the difference upon receipt of Lessor's statement. Any overpayment shall be credited to Lessee's obligation for the next succeeding period.

6.3. Expenses Associated With Reducing Real Estate Taxes. Reasonable expenses incurred by Lessor in obtaining or attempting to obtain a reduction of any Real Estate Taxes shall be added to and included in the amount of any such Real Estate Taxes. Real Estate Taxes which Lessor is contesting shall nevertheless be included for purposes of the computation of the liability of Lessee under Paragraph 6.1 of this agreement; provided, however, that if Lessee has to pay any amount of Additional Rent under this Section 6 and Lessor shall thereafter receive a refund of any portion of any Real Estate Taxes on which such payment shall have been based, Lessor, shall pay Lessee the appropriate portion of such refund. Lessor shall have no obligation to contest, object or litigate the levying or imposition of any Real Estate Taxes and may settle, compromise, consent to, waive or otherwise determine in its discretion any Real Estate Taxes without consent or approval of Lessee.

6.4. Reduction in Real Estate Taxes. Nothing contained in Section 6 shall be construed to reduce the Rent payable hereunder as stipulated in Sections 3 through 5 of this Lease.

6.5. Items Not Considered in Determining Real Estate Taxes. It is understood and agreed that Lessee shall not be liable for any increase in the Real Estate Taxes which is occasioned solely by the tax assessment increase due to an expansion of the Project, or any part thereof, by Lessor's failure to pay Real Estate Taxes when due.

6.6. Pro Rata Calculation of Increase in Real Estate Taxes. If the Termination Date or sooner termination of this Lease shall not coincide with the end of a Real Estate Tax Year, then computing the amount payable under this Section 6 for the period between the commencement of the applicable Real Estate Tax Year in question and the Termination Date or sooner termination of this Lease, the amount that would be due from the Lessee for the entire year, if Lessee has been a Lessee for the entire Real Estate Tax Year, shall be prorated over the portion of the Real Estate Tax Year that Lessee is a Lessee in the Project. Lessee's obligation to pay increased Real Estate Taxes under this Section 6 for the final period of the Lease (as well as for any period not



paid as of the expiration or sooner termination of the Lease) shall survive the expiration or sooner termination of this Lease.

7. Use of Premises

7.1. Use Provision. Lessee covenants to use the Premises only for the operation of a consolidated network of employment and job-training services and programs] and for no other purpose, subject to and by all applicable zoning and other governmental regulations. Lessee, at its own expense, shall comply with and promptly carry out all orders, requirements, or conditions imposed by the ordinances, laws, and regulations of all of the governmental authorities having jurisdiction over the Premises, which are occasioned by or required in the conduct of Lessee's business within the Premises and to obtain all licenses, permits and the like required to permit Lessee to occupy the Premises.

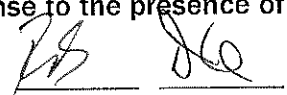
7.2 "As Is" Acceptance of Property. Lessee accepts the Premises and the rest of the Project from Lessor in "as is" condition, except to the extent expressly provided elsewhere in this Lease.

7.3 Restriction on Unlawful Activity. Lessee shall not permit the Premises, or any part thereof, to be used for any disorderly, unlawful, or hazardous purpose, nor as a source of annoyance or embarrassment to Lessor or other Lessees, nor for any purpose other than herein before specified, nor for the manufacture of any commodity therein, without the prior written consent of Lessor.

8. Compliance with Environmental Laws

8.1. Environmental Protection Laws. For purposes of this Lease, the term "hazardous material" means any explosives, radioactive material, hazardous wastes, or hazardous substances, including without limitation substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended; Hazardous Materials Transportation Act of 1975, as amended; the Resource Conservation and Recovery Act of 1976, as amended; or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, or decree, relating to, or imposing liability or standards of conduct concerning hazardous materials, waste, or substances now or at any time hereinafter in effect (collectively, "Hazardous Materials Laws").

8.2. Hazardous Substance Licenses. Lessee will not cause or permit the storage, use, generation, or disposition of any hazardous materials in, on, or about the Premises or the project, by Lessee, its agents, employees, or contractors. Lessee will not permit the Premises to be used or operated in any manner that may cause the Premises or the project to be contaminated by any hazardous materials in violation of any Hazardous Materials Laws. Lessee will immediately advise the Lessor in writing of (1) any enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any Hazardous Materials Laws relating to any hazardous materials affecting the premises; and (2) all claims made or threatened by any third party against Lessee, Lessor, or the Premises relating to damage, contribution, cost recovery, compensation, loss, or injury resulting from any hazardous materials on or about the Premises. Without Lessor's prior written consent, Lessee will not take any remedial action or enter into any agreements or settlements in response to the presence of

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any hazardous materials in, on, or about the Premises.

8.3. Indemnification of Lessor. Lessee will be solely responsible for and will defend, indemnify and hold Lessor, its agents, and employees harmless from and against all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with Lessee's breach of its obligations on this Section 8. Lessee will be solely responsible for and will defend, indemnify, and hold Lessor, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with the removal, cleanup, and restoration work and materials necessary to return the Premises and any other property or whatever nature located on the project to their condition existing prior to the appearance of Lessee's hazardous materials on the premises. Lessee's obligations under this Section 8 will survive the expiration or termination of this Lease.

10. Repairs and Maintenance

10.1. Lessor's Obligations. Subject to the provisions hereinafter contained regarding damage by fire or other casualty and Paragraph 10.2, Lessor agrees to maintain the Premises in good order and repair during the Term unless damage to it shall have been caused by the act or neglect of Lessee, its agents, employees, contractors or invitees, in which case the same shall be required by and at the expense of Lessee. If Lessee fails to make such repairs promptly, Lessor, at its option, may make such repairs, and Lessee shall pay Lessor on demand Lessor's actual costs in making such repairs. Lessor's maintenance cost is subject to the Operating Expenses provision of Section 5. Lessor shall not be liable to Lessee for any damage or inconvenience, and Lessee shall not be entitled to any abatement or reduction of rent because of any repairs, alterations, or additions made by Lessor under this Lease.

10.2. Lessee's Obligations. Lessee shall maintain the non-structural portions of the interior of the Premises in good repair and condition, damages by causes reasonably beyond Lessee's control, and ordinary wear and tear excepted.

11. Responsibilities of Lessee.

11.1 Lessee agrees to repair and maintain in good order and condition the non-structural interior portions of the Leased Premises, including the storefronts, show windows, doors, windows, plate and window glass, and floor covering, plumbing heating, air conditioning, electrical and sewage system, facilities, and appliances.

11.2 Lessee will not install any equipment which exceeds the capacity of the utility lines leading into the Leased Premises or the building of which the Leased Premised constitute a portion.

11.3 Lessee, its employees, or agents shall not mark, paint, drill, or deface any walls, ceilings, partitions, floors, wood, stone, or iron work without the landlord's written consent.

11.4 Lessee shall comply with the requirements of all laws, orders, ordinances, and regulations of all governmental authorities and will not permit any waste of property or same to be done and will take good care of the Leased Premises at all times.



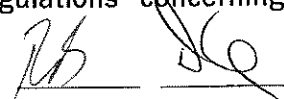
11.5 At the end of the lease Lessee shall surrender the Leased Premises in the same condition as the Leased Premises were in, reasonable wear and tear excepted, and damage by unavoidable casualty excepted, and shall surrender all keys for the Leased Premises to Landlord. Lessee shall remove all its trade fixtures, leased equipment, and any alterations or improvements which Landlord requests to be removed before surrendering the premises and shall repair any damage to the Leased Premises caused by the Lessee. The lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the lease term.

11.6 Lessee shall at its own expense perform all janitorial and cleaning services within the premises to keep same in a neat, clean and orderly condition.

11.7 Lessee shall give Landlord prompt written notice (and telephonic notice in the case of an emergency) or any fire or damage occurring on or to the Leased Premises.

12. Lessee's Agreement

12.1. Lessee's Use of Property. Lessee covenants and agrees: (a) not to obstruct or interfere with the rights of other Lessees, injure or annoy them or those having business with them or conflict with them, or conflict with the fire laws or regulations, or with any insurance policy upon said Project or any part thereof, or with any statutes, rules or regulations now existing or subsequently enacted or established by the local, state or federal governments and Lessee shall be answerable for all nuisances caused or suffered on the Premises, or caused by Lessee in the Project, or on the approached thereto; (b) not to place a load on any floor exceeding the floor load which such floor was designed to carry in accordance with the plans and specifications of the Project, and not to install, operate or maintain in the Premises any safe or heavy item of equipment except in such manner and in such location as Lessor shall prescribe so as to achieve a proper distribution of weight; (c) not to strip, overload, damage or deface the Premises, hallways, stairways, elevators, parking facilities or other public areas of the Project, or the fixtures therein or used therewith, nor to permit any hole to be made by any of the same; (d) not to suffer or permit any trade or occupation to be carried on or use made of the Premises which shall be unlawful, noisy, offensive, or injurious to any person or property, or such as to increase the danger of fire or affect or make void or voidable any insurance on the Project, or which may render any increased or extra premium payable for such insurance, or which shall be contrary to any law or ordinance, rule or regulation from time to time established by public authority; (e) not to move any furniture or equipment into or out of the Premises except at such times and in such manner as Lessor may from time to time designate; (f) not to place upon the interior or exterior of the Project, or any window or any part thereof or door of the Premises, any placard, sign, lettering, window covering or drapes, except such and in such place and manner as shall have been first approved in writing by Lessor; (h) to conform to all rules and regulations from time to time established by the appropriate insurance rating organization and to all reasonable rules and regulations from time to time established by Lessor; (i) to be responsible for the cost of removal of Lessee's bulk trash at time of move-in, during occupancy and move-out; (j) not to conduct nor permit in the Premises either the generation, treatment, storage or disposal of any hazardous substances and materials or toxic substances of any kind as described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Resource Conservation and Recovery Act, as amended, any regulations adopted under these acts, or any other present or future federal, state, county or local laws or regulations concerning

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environmental protection, and Lessee shall prohibit its assignees, subleases, employees, agents and contractors (collectively, "Permitees") from doing so and Lessee shall indemnify, defend and hold Lessor and its agents harmless from all costs, foreseeable and unforeseeable, direct and consequential; damages; liability' fines' prosecutions; judgments; litigation; and expenses, including but not limited to, clean-up costs, court costs and reasonable attorneys' fees arising out of any violation of the provisions of this Section 12 by Lessee or its Permitees.

12.2 Compliance with Rules and Regulations Promulgated by Lessor. The lessee shall faithfully observe and strictly comply with the rules and regulations. Such other and further reasonable Rules and regulations as the lessor or the agents of the lessor may from time to time promulgate. Notice of any additional rules or regulations shall be given as the lessor may elect.

13. Alterations

13.1. Limitations on Lessee's Ability to Alter Property. Except for the approved modifications provided for in Section 13.2, Lessee shall not paint the Premises or make any alterations, additions, or other improvements in or to the Premises or install any equipment of any kind that shall require any alterations or additions or affect the use of the Project's water system, heating system, plumbing system, air-conditioning system, electrical system or other mechanical systems, or install any telephone antennae on the roof, in the windows or upon the exterior of the building without the prior written consent of Lessor. If Lessee makes any such alterations or additions without Lessor's consent, Lessor may correct or remove them, and Lessee shall be liable for any costs and expenses incurred by Lessor in the correction or removal of such work. All plans and specifications for any such work shall be prepared by Lessee at Lessee's expense and shall thereafter be submitted to Lessor for its review. Lessee shall not permit a mechanic's lien(s) to be placed upon the Premises, the Building, or the Project as a result of any alterations or improvements made by it and agrees if any such lien is filed on account of the acts of Lessee, promptly to pay the same. If Lessee fails to discharge such lien within thirty (30) days of its filing, then, in addition to any other right or remedy of Lessor, Lessor may, at its election, discharge the lien. Lessee shall pay on demand any amount paid by Lessor for the expenses of Lessor incurred in defending any such action, obtaining the discharge of such action, or in connection therewith. Lessee hereby expressly recognizes that in no event shall it be deemed the agent of Lessor, and no contractor of Lessee shall by virtue of its contract be entitled to assert any lien against the Premises, Building, or Project. All alterations or additions shall become a part of the realty and surrendered to Lessor upon the expiration or termination of this Lease unless Lessor shall at the time of its approval of such work requires removal or restoration on the part of Lessee as a condition of such approval.

13.2. Approved Modifications. Notwithstanding the provisions of section 13.1, Lessor agrees to permit Lessee to make the following modifications to the demised premises:

- a. Retrofit two (2) bathrooms for units 218 and 222.
- b. Create an IT closet to bring a new data circuit in unit 220.
- c. Remove a bathroom to create space for a mixed-use classroom/computer lab in unit 214 and relocate electrical panel and thermostat.



- d. Install a wall and door to divide the existing office and create two offices in unit 226.

Upon finalization of the modifications, which shall include a formalized close-out phase, Lessor and Lessee agree that the lease agreement shall be adjusted to include units 214, 216, 218, 220, 222, 224, and 226 only. Lessee shall bear all costs relating to repair and maintenance and sustain leased premises in good order and condition except for maintenance or replacement necessitated due to Lessor's acts, omissions, or negligence. 4.7. Lessee will be responsible for acquiring any license or permit necessary and/or required by local or federal authority. Lessee is liable for any failure regarding obtaining the requirements above and will ensure that it complies with federal, state, or local laws. Lessee agrees not to make modifications inconsistent with the applicable building codes, local rules, ordinances, regulations, and state and federal authority.

13.2.1 Miscellaneous.

- a. Work on weekends, before 8 AM, and after 6 PM on weekdays must be requested and approved by management
- b. All construction trash and debris must be properly removed from the property and disposed of at the Tenant's expense.
- c. Noise from construction must not interfere with the neighbors' peaceful enjoyment during the regular workweek.
- d. Tenant shall provide Landlord copies of the following documents prior to commencement:
 - i. Name and the license number for the contractor and all subcontractors hired to perform work
 - ii. Certificate of Insurance showing HHA as an additional certificate holder
 - iii. Active permits before commencement
 - iv. Closed finalized permits once the job complete
 - v. Certificate of occupancy
 - vi. Details on the handling of construction trash and debris.
- e. All emergency or other notifications shall be made to:

Leroy Garcia
Facilities Administrator
7300 Corporate Center Drive, Suite 500
305-929-1511
Leroy.Garcia@careersourcesfl.com



14. Hold Harmless; Indemnification

14.1. Hold Harmless. Lessor shall not be liable for any damage to, or loss of, property in the Premises belonging to Lessee, its employees, agents, visitors, licensees, or other persons in or about the Premises, or for damage or loss suffered by the business of Lessee, from any cause whatsoever, including, without limiting the generality thereof, such damage or loss resulting from fire, steam, smoke, electricity, gas, water, rain, ice or snow, which may leak or flow from or into any part of the Premises, or from breakage, leakage, obstruction or other defects of the pipes, wires, appliances plumbing, air-conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the Project of which the Premises are a part, or from other sources. Lessor shall not be liable in any manner to Lessee, its agents, employees, invitees or visitors, or their property, caused by the criminal or intentional misconduct, or by any act of neglect of third parties or of Lessee, Lessee's agents, employees, invitees or visitors, or any other Lessee of the Project. Lessee covenants that no claim shall be made against Lessor by Lessee, or by any agent or servant of Lessee, or by others claiming the right to be in the Premises or the Project through or under Lessee for any injury, loss, or damage to the Premises or any person or property occurring upon the Premises from any cause other than the gross negligence of Lessor. In no event shall Lessor be liable to Lessee for any consequential damages sustained by Lessee arising out of the loss or damage to any property of Lessee.

14.2 Indemnification of Lessor. Lessee covenants and agrees to save Lessor and Lessor's agent from all loss, damage, liability, or expense of any kind, including without limitation attorneys' fees and court costs incurred, suffered or claimed by any person whomsoever, or for any cause whatsoever, because of the use of occupancy by Lessee, its agents, employees, invitees or visitors of the Premises, or the Project unless caused solely by the gross negligence of Lessor. 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 Lessee 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 Lessee 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 Lessee or the Lessee officers, employees, servants, agents, partners, principals or subcontractors.

14.3. Survival of Indemnification Provisions. The provisions of this Section 14 shall survive the expiration of the Term.

15. Insurance

15.1. Lessee's Obligation to Provide Insurance. Lessee shall, at its cost and expense, obtain and maintain at all times during the Term, for the protection of Lessor and Lessee, Public Liability Insurance (Comprehensive General Liability or Commercial General Liability) including Contractual Liability Insurance, with not less than 1,000,000.00 amount] in the aggregate,



insuring against all liability of Lessee and its representatives arising out of and in connection with Lessee's use or occupancy of the Premises. Lessor and Lessor's agents shall be named as additional insurers.

15.2. Fire Insurance. Lessee shall, at its own cost and expense, obtain and maintain at all times during the Term, fire, and extended coverage on the Premises and on its contents, including any leasehold improvements made by Lessee in an amount sufficient so that no co-insurance penalty shall be invoked in case of loss.

15.3. Increasing Insurance Coverage. Lessee shall increase its insurance coverage, as required, but not more frequently than each calendar year if, in the opinion of the Lessor or any mortgagee of the landlord, the amount of public liability and/or property damage insurance coverage at that time is not adequate.

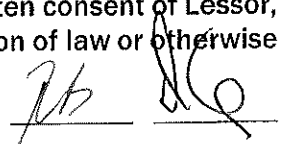
15.4. Insurer's Credit Rating and Policy Requirements. All insurance required under this Lease shall be issued by insurance companies licensed to do business in the jurisdiction where the Building is located. Such companies shall have a policyholder rating of at least "A" and be assigned a financial size category of at least "Class X" as rated in the most recent edition of "Best Key Rating Guide" for insurance companies. Each policy shall contain an endorsement requiring 30 days' written notice from the insurance company to the Lessor before the cancellation or any change in the coverage, scope, or amount of any policy. Each policy, or a certificate showing it is in effect, together with evidence of payment of premiums, shall be deposited with Lessor on or before the Commencement Date, and renewal certificates or copies of renewal policies shall be delivered to Lessor at least ten days prior to the expiration date of any policy.

15.5. Cancellation of Insurance May Terminate Lease. If any of Lessor's insurance policies are canceled, or cancellation is threatened, or the coverage is reduced or threatened to be reduced in any way because of the use of the Premises or any part thereof by Lessee or any assignees or subLessee of Lessee or by anyone Lessee permits on the Premises, and if Lessee fails to remedy the condition within 24 hours after notice thereof, Lessor may at its option either terminate this Lease or enter upon the Premises and attempt to cure such condition. Lessee shall promptly pay the cost thereof to Lessor. Lessor shall not be liable for any damage or injury caused to any property of Lessee or others located on the Premises from such entry.

15.6. Denial of Right to Subrogation. All policies covering real or personal property either party obtains affecting the Premises shall include a clause or endorsement denying that insurer any rights of subrogation or recovery against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss. Lessor and Lessee hereby waive any rights of subrogation or recovery against the other for damage or loss to their respective property due to hazards covered or which should be covered by policies of insurance obtained or which should be or have been obtained pursuant to this Lease, to the extent of the injury or loss covered thereby assuming that any deductible shall be deemed to be insurance coverage.

16. Assignment and Subletting

16.1. Prior Written Consent of Lessor. Lessee shall not assign, transfer, mortgage, or encumber this Lease or sublet the Premises without obtaining the prior written consent of Lessor, nor shall any assignment or transfer of this Lease be effectuated by operation of law or otherwise



without the prior written consent of Lessor, in any such case, such consent may be withheld in the sole and absolute subjective discretion of the landlord. If Lessee desires to assign this Lease, sublet the Premises, or permit occupancy or use of the Premises or any part thereof by another party or parties, Lessee shall provide Lessor with 60 days advance written notice of Lessee's bona fide proposed assignment or subletting of all or any part of the Premises. Lessor shall have a right, at its option during said 60-day period, to (a) release Lessee from this Lease for such space, (b) sublet all or any part of the Premises from Lessee at the same rental Lessee is paying Lessor, with the right to sublease such space further or (c) refuse to consent to Lessee's assignment or subletting of such space and to continue this Lease in full force and effect as to the entire Premises. The consent by Lessor to any assignment, transfer, or sublet to any party other than Lessor shall not be construed as a waiver or release of Lessee from the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of Rent from any such assignee, transferee, subLessee or occupant constitute a waiver or release of Lessee from any covenant or obligation contained in this Lease, nor shall such assignment or subletting be construed to relieve Lessee from giving Lessor said 60 days' notice, nor from obtaining the consent in writing of Lessor to any further assignment or subletting (which consent may be withheld in the sole and absolute discretion of Lessor). If Lessee defaults hereunder, Lessee hereby assigns to Lessor any and all rent due from any subLessee of Lessee and authorizes each such subLessee to pay said rent directly to Lessor. Without limiting the generality of the preceding, if Lessor consents to an assignment or sublease pursuant to this Section 17, Lessor may condition its consent upon the entry by such transferee into an agreement (in form and substances satisfactory to Lessor) with Lessor by which such transferee assumes all of Lessee's obligations hereunder.

17. Lessor's Right of Access and Right to Set Ingress/Egress

17.1. Right to Enter. Lessor may, at any time during Lessee's occupancy, during reasonable business hours, enter either to view the Premises to show the same to others, or to facilitate repairs to the Building, or to introduce, replace, repair, alter, or make new or change existing connections from fixtures, pipes, wires, ducts, conduits or other construction therein, or remove, without being held responsible thereof, placards, signs, lettering, window or door coverings and the like not expressly consented to by Lessor.

17.2. Right to Enter To Show Property to Prospective Lessee. During the last 30 days of the Term, Lessor may enter the Premises free from hindrance or control of Lessee to show the Premises to prospective Lessees at times which shall not unreasonably interfere with Lessee's business. If Lessee vacates the Premises during the last month of the Term, Lessor shall have unrestricted right to enter the same after Lessee's moving to commence preparations for the succeeding Lessee or any other purpose whatsoever, without affecting Lessee's obligation to pay rent for the full Term.

17.3 Ingress/Egress. Lessor shall approve a route for Lessee to use for movement of all loads, vehicles, and other equipment into and from the site. Lessee shall restrict movement in strict accordance with the route approved by the Lessor. All ingress and egress onto the premises during construction of the Public Improvements shall be made through the designated construction entrance(s).

18. Fire Clause

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18.1. Obligations of Parties after Fire. In the event the Premises, including but not limited to the elevators, hallways, and stairways, become damaged or destroyed by fire or other casualties from any cause rendering them unfit for use and occupancy, a just and proportionate part of the Rent according to the nature and extent of the damage or injury to said Premises, shall be suspended or abated until said Premises and/or approaches have been put in as good condition for use and occupancy as at the time immediately prior to such damage or destruction. Lessor shall proceed, at its expense and as expeditiously as may be practicable, to repair the damage unless, because of the substantial extent of the damage or destruction, Lessor should decide not to repair or restore the Premises of the Project, in which event and at Lessor's sole option Lessor may terminate this Lease immediately by giving Lessee written notice of its intention to terminate within thirty (30) days after the date of the fire or other casualty. Lessor shall not be obligated to repair, restore or replace any fixture, improvement, alteration, furniture, or other property owned, installed, or made by Lessee, all of which shall be repaired, restored, or replaced by Lessee.

18.2. Notification of Lessor. Lessee shall immediately notify Lessor of any damage to the Premises caused by fire or any other casualty.

18.3. Repair of Premises. No damage, compensation, or claim shall be payable by Lessor for the inconvenience, loss of business, or annoyance arising from any repair or restoration of any portion of the Premises or the Project. Subject to Section 19, Lessor shall diligently proceed to have such repairs made promptly.

19. Condemnation

19.1 Effect on Lease. This Lease shall be terminated, and the Rent shall be abated to the date of such termination in either of the following events: (a) condemnation of the Premises, the Building, or any part thereof by any competent authority under the right of eminent domain for any public or quasi-public use or purpose; or (b) condemnation by a competent authority under the right of eminent domain for any public or quasi-public use or purpose of fifty (50) percent or more of the Project in which the Premises are located. The forcible leasing by any competent authority of any portion of the Project other than the Premises shall not affect this Lease. In case of any taking or condemnation, whether or not the Term shall cease and terminate, the entire award shall be the property of Lessor, and Lessee hereby assigns to Lessor all its right, title, and interest in and to any such award. Lessee, however, shall be entitled to claim, prove and receive in the condemnation proceeding such awards as may be allowed for fixtures and other equipment installed by it, but only if such awards shall be made by the court in addition to (and shall in no manner whatsoever reduce) the award made by it to Lessor for the land and improvements or part thereof so taken.

19.2. Effect on Lease for Temporary Loss. If a temporary taking or condemnation of all or any part of the Premises for any public or quasi-public use or purpose, this Lease shall be unaffected, and Lessee shall continue to pay in full Basic Rent and all Additional Rent payable for any such period. In the event of any such temporary taking, notwithstanding the provisions of Section 19.1, Lessee shall be entitled to claim, prove and receive the portion of the award for such taxing that represents compensation for use or occupancy of the Premises during the Term and Lessor shall be entitled to appear, claim, prove and receive the portions of the award that


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represent the cost of restoration of the Premises and the use or occupancy of the Premises after the end of the Term.


20 Defaults; Remedies

20.1. Definition of Default. It is hereby mutually agreed that: (a) if Lessee shall fail (i) to pay Rent or other sums which Lessee is obligated to pay by any provision of this Lease, when and as it is due and payable hereunder and without deemed therefor, or (ii) to keep and perform each and every covenant, condition and agreement herein contained on the part of Lessee to be kept and performed; or (b) if Lessee shall abandon or evidence any intention to abandon all or any portion of the Premises; or (c) if the estate hereby created shall be taken by execution or other process of law; or (d) if Lessee shall (i) generally not pay Lessee's debts as such debts come due, (ii) becomes insolvent, (iii) make an assignment for the benefit of creditors, (iv) file, be the entity subject to, or acquiesce in a petition in any court (whether or not filed by or against Lessee pursuant to any statute of the United States or any state and whether or not for a trustee, custodian, receiver, agent, or other officer of Lessee or for all or any portion of Lessee's property) in any proceeding, whether in bankruptcy, reorganization, composition, extension, arrangement, insolvency proceedings, or otherwise then, and in each and every case, from thenceforth and at all times thereafter, at the sole option of Lessor, Lessor may:

20.1.1. Lessor's Right to Terminate Lease and Recover Possession. Terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor. If Lessee fails to do so, Lessor may, without notice and prejudice to any other remedy Lessor may have, enter upon and take possession of the Premises and remove Lessee and its effects without being liable for prosecution or any claim for damages. Lessee shall indemnify Lessor for all loss and damage which Lessor may suffer because of such termination, whether through the inability to relet the Premises or otherwise, including any loss of Rent for the remainder of the Term.

20.1.2. Lessor's Right To Sue Lessee for Breach of Contract. Terminate this Lease, in which event Lessee's event of default should be considered a total breach of Lessee's obligations under this Lease, and Lessee shall immediately become liable for such damages for such breach, in an amount equal to the total of (1) the costs of recovering the Premises; (2) the unpaid Rent earned as of the date of termination, (3) all other sums of money and damages owing by Lessee to Lessor and Lessee's right of possession shall cease and terminate. Lessor shall be entitled to the possession of the Premises and shall remove all persons and property and reenter the Lease without process of law and without becoming liable to prosecution. Any notice to quit or intention to reenter is hereby expressly waived by Lessee.

20.1.3. Lessor's Right to Collect Balance. Declare the present worth (as of the date of such default) of the entire balance of Rent for the remainder of the Term to be due and payable, and collect such balances in any manner not inconsistent with applicable law. Accelerated payments shall not constitute a penalty, forfeiture, or liquidated damages but shall merely constitute annual rent payments in advance.



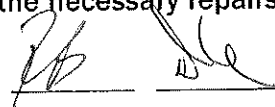
20.1.4. Lessor May Pursue Numerous Remedial Options. Pursue any combination of such remedies and/or other remedies available to Lessor on account of such default under applicable law.

20.1.5. Lessee's Liability. In the event of any reentry or retaking of the Premises by Lessor and/or any termination of this Lease by Lessor, Lessee shall nevertheless remain in all events liable and answerable for the Rent to the date of such retaking, reentry or termination and Lessee shall also be and remain answerable in damages for the deficiency or loss of Rent as well as all related expenses which Lessor may thereby sustain in respect to the balance of the Term, and, in such case, Lessor reserves full power, which is hereby acceded to by Lessee, to let said Premises for the benefit of Lessee, in liquidation and discharge, in whole or in part, as the case may be, of the liability of Lessee under the terms and provisions of this Lease, and such damages, related expenses shall have been made more easily ascertainable by reletting of the Premises, or such action by Lessor may, at the option of Lessor, be deferred until the expiration of the Term, in which latter event the cause of action shall not be deemed to have accrued until the date of the termination of the Term.

20.1.6 Charge liquidated damages. As provided in this agreement, If this Lease is terminated for default, then Lessee covenants, as an additional cumulative obligation after termination, to pay forthwith to Lessor at Lessor's election made by written notice to Lessee at any time within one year after termination, as liquidated damages a single lump sum payment equal to the sum of (i) all sums provided for in this Lease to be paid by Tenant and not then paid at the time of such election, plus either (ii) the present value (calculated at the Federal Reserve discount rate or equivalent) of the excess of all of the rent reserved for the residue of the Term over all of the fair market rent reasonably projected by Landlord to be received on account of the Premises during such period, which rent from reletting shall be reduced by reasonable projections of vacancies and by Landlord's Reletting Expenses described above to the extent not theretofore paid to Landlord, or (iii) an amount equal to the sum of all of the rent and other sums due hereunder and payable with respect to the twelve (12)-month period next following the date of termination.

20.2. Limitation of Lessor's Rights. The provisions of this Section 21 are subject to the bankruptcy laws of the United States of America and the State of Florida, which may, in some instances, limit the rights of Lessor to enforce some of the provisions of this Section in proceedings thereunder. To the extent that limitations exist by virtue thereof, the refraining provisions hereof shall not be affected thereby but shall remain in full force and effect. The provisions of this Section 21 shall be interpreted in a manner that results in a termination of this Lease in every instance and to the fullest extent and at the earliest moment that such termination is permitted under the federal and state bankruptcy laws.

20.3. Application of Lessee's Payments. All rents received by Lessor in any reletting after Lessee's default shall be applied, first to the payment of such expenses as Lessor may have incurred in recovering possession of the Premises and in reletting the same, second to the payment of any costs and expenses incurred by Lessor, either for making the necessary repairs



(including fitting up the space for such reletting) to the Premises or in curing any default on the part of Lessee of any covenant or condition herein made binding upon Lessee. Any remaining rent shall then be applied toward the payment of rent due from the Lessee. Any remaining rent shall then be applied toward the payment of Rent due from Lessee, together with interest and penalties as defined in Section 3, and Lessee expressly agrees to pay any remaining deficiency. Lessor shall be liable in no way whatsoever (nor shall Lessee be entitled to any set-off) for Lessor's failure to relet the Premises. Lessor, at its option, may refrain from terminating Lessee's right of possession and, in such case, may enforce against Lessee the provisions of this Lease for full Term.

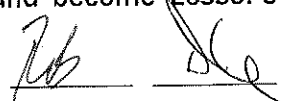
20.4. Costs Associated With Collecting from Lessee. In the event Lessee defaults in the performance of any of the terms, covenants, agreements, or conditions contained in this Lease and Lessor places in the hands of an attorney or collection agency the enforcement of all or part of this Lease, the collection of any Rent due or to become due or recovery of the possession of the Premises, Lessee agrees to pay Lessor's costs of collection and enforcement including reasonable attorneys' fees, whether a suit is filed or not.

21. Subordination

21.1. Subordination Clause. This Lease shall be subject and subordinate at all times to the lien of any mortgage or deed of trust or other encumbrance(s) which may now or which may at any time hereafter be made upon the Project of which the Premises is a part or any portion thereof, or upon Lessor's interest therein. This clause shall be self-operative, and no further instrument of subordination shall be required to effect the subordination of this Lease. Nonetheless, in confirmation of such subordination, Lessee shall execute and deliver such additional instrument(s) subordinating this Lease to the lien of any such mortgage or deed of trust or any other encumbrance(s) as shall be desired by any mortgagee or party secured or proposed to be secured. Lessee appoints Lessor, attorney-in-fact of Lessee, irrevocably to execute and deliver any such instrument(s) for Lessee. If the interests of Lessor under this Lease shall be transferred because of foreclosure or other proceedings for the enforcement of any mortgage or deed of trust on the Premises or Project, Lessee shall be bound to the transferee at the option of the transferee, under the terms, covenants, and conditions of this Lease for the remaining Term, including any extensions or renewals, with the same force and effect as if the transferee were Lessor under this Lease, and, if requested by such transferee, Lessee agrees to attorn to the transferee as its Lessor. The holder of any mortgage or deed of trust encumbering the Project shall have the right, unilaterally, at any time to subordinate fully or partially its mortgage or deed of trust or other security instruments to this Lease on such terms and subject to such conditions as such holder may consider appropriate in its discretion. Lessee shall execute and deliver an instrument confirming any such whole or partial subordination upon request.

22. Surrender of Possession

22.1. Lessee's Obligations and Rights. Upon the expiration or earlier termination of the Term, Lessee shall surrender to Premises and all keys, gate cards, parking passes, security cards, and locks connected to Lessor in good order and repair (ordinary wear and tear excepted). Subject to the provisions of Section 13, any and all improvements, repairs, alterations, and all other property attached to, used in connection with, or otherwise installed upon the Premises (i) shall, immediately upon the completion of the installation thereof, be and become Lessor's



property without payment therefor by Lessor, and (ii) shall be surrendered to Lessor upon the expiration or earlier termination of the Term, except that any machinery, equipment or fixtures installed by Lessee and used in the conduct of the Lessee's trade or business (rather than to service the Premises or any of the remainder of the Building or the Project generally) and all other personalty of Lessee shall remain Lessee's property and shall be removed by Lessee upon the expiration or earlier termination of the Term, and Lessee shall promptly thereafter fully restore any of the Premises or the Building damaged by such installation or removal thereof.

23. Lessee Holding Over

23.1. Rights of Lessor. If Lessee or any person claiming through Lessee shall not immediately surrender possession of the Premises at the expiration or earlier termination of the Term, Lessor shall be entitled to recover compensation for such use and occupancy at two (2) times the Basic Rent and Additional Rent payable hereunder just prior to the expiration or earlier termination of the Term. Lessor shall also continue to be entitled to retake or recover possession of the Premises as before provided in case of default on the part of Lessee. Lessee shall be liable to Lessor for any loss or damage it may sustain because Lessee fails to surrender possession of the Premises immediately upon the expiration or earlier termination of the Term. Lessee hereby agrees that all the obligations of Lessee and all rights of Lessor applicable during the Term shall be equally applicable during such period of subsequent occupancy.

24. Estoppels

24.1. Elements of Estoppel Certificates. Lessee shall, without charge therefor, at any time and from time to time, within ten (10) days after request by Lessor, execute, acknowledge and deliver to Lessor a written estoppel certificate certifying to Lessor, any mortgagee, assignee of a mortgagee, or any purchaser of the Project, or any other person designated by Lessor, as of the date of such estoppel certificate; (a) that Lessee is in possession of the Premises; (b) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and setting forth such modification); (c) whether or not there are then existing any setoffs or defenses against the enforcement of any right or remedy of Lessor, or any duty or obligation of Lessee hereunder (and, if so, specifying the same in detail); (d) the amount of the Basic Rent and the dates through which Basic Rent and Additional Rent have been paid; (e) that Lessee has no knowledge of any then uncured defaults on the part of Lessor under this Lease (or if Lessee has such knowledge, specifying the same in detail); (f) that Lessee has no knowledge of any event having occurred that authorizes the termination of this Lease by Lessee (or if Lessee has knowledge of any such uncured defaults, specifying the same in detail); (g) that Lessee has no knowledge of any event having occurred that authorizes the termination of this Lease by Lessee (or if Lessee has such knowledge, specifying the same in detail); (h) the amount of any Security Deposit held by Lessor; and (i) such reasonable other information requested by Lessor, such mortgagee, assignee of such mortgagee, such purchaser or such other person. Failure to deliver the certificate within ten (10) days after request by Lessor shall be conclusive upon Lessee for the benefit of Lessor and any successor to Lessor that this Lease is in full force and effect and had not been modified except as may be represented by the party requesting the certificate. If Lessee fails to deliver the certificate within ten (10) days after requested by Lessor, then by such failure, Lessee shall irrevocably constitute and appoint Lessor as its attorney-in-fact to execute and deliver the certificate to any third party.

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25. Miscellaneous

25.1. Definition of Lessee. The term "Lessee" shall include legal representatives, successors, and permitted assigns. All covenants herein binding upon Lessee shall be construed to be equally applicable to any binding upon its agents, employees, and others claiming the right to be in the Premises or the Project through or under Lessee.

25.2. Joint Lessees. If more than one individual, firm, or corporation shall join as Lessee, singular context shall be construed to be plural wherever necessary, and the covenants of Lessee shall be the joint and several obligations of each party signing as Lessee and when the parties signing as Lessee are partners, shall be the obligation of the firm and the individual members thereof.


25.3. References to Gender. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular, wherever the context shall require. It is also agreed that no specific words, phrases, or clauses herein used shall be taken or construed to control, limit or cut down the scope or meaning of any general words, phrases, or clauses used in connection therewith.

25.4. Waiver of Breach. No waiver or breach of any covenant, condition, or agreement herein shall operate as a waiver if the covenant, condition, agreement itself, or any subsequent breach thereof.

25.5. Limitation of Lessor's Liability. Notwithstanding anything to the contrary contained in this Lease, Lessee shall look only to Lessor's ownership in the Project for the satisfaction of Lessee's remedies for collection of a judgment (or other judicial processes) requiring the payment of money by Lessor in the event of any default hereunder. No other property or assets of the partners or principals of Lessor, disclosed or undisclosed, shall be subject to levy, execution, or the enforcement procedure for the satisfaction of Lessee's remedies under or concerning this Lease, the relationship of Lessor and Lessee hereunder, or Lessee's use or occupancy of the Premises. No personal liability or personal responsibility is assured by, nor shall at any time be asserted or enforceable against Lessor, its partners or its principals, or their respective heirs, legal representatives, successors, and assigns on account of this Lease or any covenant, undertaking, or agreement to Lessor not to unreasonably withhold its consent or approval, an action for declaratory judgment or specific performance shall be Lessee's sole right and remedy in any dispute as to whether Lessor has breached such obligation.

25.6. Warranty of Habitability and Fitness for Particular Purpose. Lessee and Lessor agree that there are and shall be no implied warranties of merchantability, habitability, fitness for a particular purpose, or any other kind arising out of this lease. No warranties extend beyond those expressly set forth in this lease.

25.7. Written Lease. It is understood and agreed by and between the parties hereto that this Lease contains the final and entire agreement between said parties and that any terms shall not bind them, statements, conditions, or representations, oral or written, express or implied, not herein contained. This Lease may not be modified orally or in any manner other than by a written agreement signed by the parties hereto.



25.8. Provisions that are Unlawful or Against Public Policy. Every agreement contained in this Lease is and shall be construed as a separate and independent agreement. Suppose any term of this Lease or the application thereof to any person or circumstances shall be invalid and unenforceable. In that case, the remaining provisions of this Lease, the applications of such term to persons or circumstances other than those of which it is invalid or unenforceable, shall not be affected.

25.9. Conditions That Prevent Performance. Whenever a period of time is prescribed for action to be taken by Lessor, Lessor shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of Lessor.

25.10. Signatures of Both Parties Required. The submission of this Lease to Lessee shall not be construed as an offer, nor shall Lessee have any rights unless Lessor executes a copy of this Lease and delivers the same to Lessee.

25.11. Cooperating with Lessor's Financing Arrangements. If in connection with obtaining financing for the Project (including syndications, sales, or leasebacks), any lender or ground lessor shall request modifications to this Lease as a condition for such financing; Lessee will not unreasonably withhold, delay, or defer its consent to it, provided that such modifications do not increase the obligations of Lessee hereunder or materially adversely affect either the leasehold interest hereby created or Lessee's use and enjoyment of the Premises.

25.12. Both Parties Must Consent to the Assignment. This Lease shall be binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns. This provision shall not be deemed to grant Lessee any right to assign this Lease or sublet the Premises or any part thereof other than as provided in Section 17 hereof.

25.13. Time Is of Essence Clause. All times, whenever stated in this Lease, are declared to be of the essence of this Lease.

26. Notices

26.1. Contacting Lessee and Lessor. All notices required or permitted hereunder shall be deemed to have been given if mailed in any United States Post Office by certified or registered mail, postage prepaid, return receipt requested, addressed to Lessor or Lessee respectively, at the following addresses or to such other addresses as the parties hereto may designate to the other in writing from time to time:

LESSOR

Hialeah Housing Authority
Palm Centre
240 East 1st Avenue, Suite 112
Hialeah, Florida 33010

LESSEE

*South Florida Workforce Investment
Board
7300 Northwest 19th Street
Suite 500
Miami, FL 33126*



27. Quiet Enjoyment

27.1. **Scope of Implied Covenant of Quiet Enjoyment.** Lessor covenants and agrees that upon Lessee paying the Rent and any other charges due and payable and observing and performing all the terms, covenants, and conditions, on Lessee's part to be observed and performed, Lessee may peaceably and quietly enjoy the Premises hereby demised, subject, nevertheless, to the terms and conditions of this Lease and any mortgages and deeds of trust hereinbefore mentioned.

28. Waiver of Trial by Jury

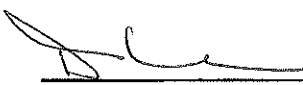
28.1. **Waiver of Jury Trial.** Lessor and Lessee each agree to, and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with lease the relationship of lessor and lessee, lessee's use or occupancy of the premises and/or any claim of injury or damage, and any statutory remedy.

29. Governing Law

29.1. **Law Governing Contract.** This Lease shall be construed and governed by the laws of the state of Florida. Should any provision of this Lease and/or its conditions be illegal or not enforced under the laws of Florida, it or they shall be considered severable, and the Lease and its conditions shall remain in force and be binding upon the parties hereto as though the said provision had never been included.

IN WITNESS WHEREOF, Lessor has set its hand and seal or has caused its name to be hereunto subscribed. Lessee has set its hand and seal or has caused its corporate name to be hereunto subscribed. Its corporate seal is to be affixed and attested by its duly authorized officers, as the case may be, as of the day and year first written above.

LANDLORD

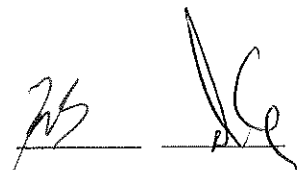


By: 

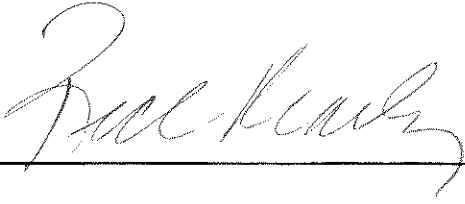
As to Landlord

Date: _____

LESSEE




Palm Centre Commercial Lease Agreement
South Florida Workforce Investment Board
July 1, 2022



As to Lessee

By: _____

Date: 11/14/22



Palm Centre Commercial Lease Agreement
South Florida Workforce Investment Board
July 1, 2022

A handwritten signature in black ink, appearing to be "J. S. [unclear]", written over a horizontal line.