

The Centre at Cutler Bay
Lease Agreement

THIS LEASE, made this 12 day of May²⁰, 2017 CUTLER CENTER HOLDINGS, LLC, a Florida Limited Liability Company, hereinafter called "Landlord," and **South Florida Workforce Investment Board d/b/a CareerSource South Florida, a governmental agency and instrumentality**, hereinafter called "Tenant."

LEASE SUMMARY

- a) Landlord's Notice Address: 18901 SW 106 Avenue, Suite 215
Miami, FL 33157
Attention: Eugene Spano
Email: espano@tgre.net
With a copy to: Luis R. Boschetti
Email: luisboschetti@bfgroupllc.com;
- b) Tenant's Notice Address: 7300 Corporate Center Drive, Suite 500
Miami, Florida 33126
Attention: Facilities Administrator
- c) Guarantor (s): N/A
- d) Commencement Date of Term: The same date as the Rent Commencement Date.
- e) Expiration Date of Term: Seven (7) years (for a total of eighty-four (84) months) following the Rent Commencement Date, as same may be extended in the event that the Extension Option is exercised by Tenant.
- f) Initial Term: Seven (7) years (for a total of eighty-four (84) months) following the Rent Commencement Date.
- g) Option Terms: One (1) seven (7) Year Renewal Option Term.
- h) Rent Commencement Date: The later of: (i) date on which the Landlord obtains and provides Tenant with either a Temporary Certificate of Occupancy or a Final Certificate of Occupancy for the Premises; and (ii) December 31, 2017.
- i) Leased Premises: Approximately 9,820 rentable square feet
18901 SW 106 Avenue
Suites A- 217, 218, 219, 220, 221, 222, 223, 240, 241, 242, 243, 244, 245 and 246
ii) Miami, FL 33157
- j) Base Rent: The Base Rent shall be payable to Landlord on the first day of each month, as follows, per rentable square foot, on a Full Service Basis:

Year	Base Rent (PSF)	Annual	Monthly
1	\$24.75	\$243,045.00	\$20,253.75
2	\$25.49	\$250,311.80	\$20,859.32
3	\$26.26	\$257,873.20	\$21,489.43
4	\$27.04	\$265,532.80	\$22,127.73
5	\$27.86	\$273,585.20	\$22,798.77
6	\$28.69	\$281,735.80	\$23,477.98
7	\$29.55	\$290,181.00	\$24,181.75

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Tenant is tax exempt. The Full Service Basis rate includes, but is not limited to, real estate property taxes, property insurance, waste disposal, landscaping maintenance, exterior areas cleaning, HVAC and plumbing maintenance. Tenant shall be responsible for internal office janitorial services and utility payments, which includes electricity, telephone and internet services.

k) Security Deposit:

Equal to Twenty Thousand Two Hundred Fifty-Three Dollars and Seventy-Five Cents (\$20,253.75).

l) Permitted Use:

Tenant shall use the Leased Premises for the purpose of Tenant's business, which includes, but is not limited to, employment placement, general office use, general office storage, general administrative functions, conference facilities, education training/classrooms and related incidental uses.

m) Date Possession Delivered to Tenant:

The later of: (i) date on which the Landlord obtains and provides Tenant with either a Final Certificate of Occupancy for the Premises or a Temporary Certificate of Occupancy or other similar governmental approval for the Leased Premises, which permits Tenant to take occupancy of the Leased Premises; and (ii) December 1, 2017. If the Premises is delivered by Temporary Certificate of Occupancy, the occupancy and use of the space by the general public and office staff shall be approved by Miami-Dade County Building Official and allow for the Tenant to have use of the Premises.

n) Tenant Improvement Allowance:

All fees and costs related to the construction of the Leasehold Improvements in accordance with a mutually agreed upon Tenant Improvement Floorplan, Budget and Specifications approved by both parties, except for fees and costs relating to Additional Work and/or Change Orders.

o) Leasehold Improvements:


The improvements to the Leased Premises to be constructed by Landlord in accordance with Article III of this Lease.

p) Parking:

Landlord shall provide Tenant with parking spaces at a ratio of 1 per 300 square feet for the Premises' office space square footage, twenty five (25) of which parking spaces will be assigned parking spaces for Tenant's managers and supervisors at locations designated by Landlord.

q) Exhibits:

Exhibit A: Site Plan
Exhibit B: Rules and Regulations
Exhibit C: Reserved
Exhibit D: Storm Policy
Exhibit E: Sign Policy
Exhibit F: Construction Policy
Exhibit G: Move In / Move Out Policy
Exhibit H: Space Plan
Exhibit I: Tenant Sales Tax Exception

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ARTICLE I
Basic Lease Provisions

SECTION 1.01 Leased Premises.

In consideration of the rents, covenants and agreements hereafter reserved and contained on the part of the Tenant to be observed and performed, the Landlord demises and leases to the Tenant, and Tenant rents from Landlord, **Unit #: A-217, 218, 219, 220, 221, 222, 223, 240, 241, 242, 243, 244, 245 and 246** (herein called the "Leased Premises") now existing in that certain retail center known as **The Centre at Cutler Bay** (herein called the "Complex"), located at **18901 S.W. 106th Avenue Miami, FL 33157.** The boundaries and location of the Leased Premises are outlined on the Site Plan of the Complex, which is marked **Exhibit "A"** attached hereto and made a part hereof.

SECTION 1.02 INTENTIONALLY DELETED.

SECTION 1.03 Commencements and Length of Term.

The term ("Term") of this Lease shall commence on the Commencement Date of Term as set forth in the Lease Summary sub paragraph (d) and shall continue until the Expiration Date as set forth in Section (e) of the Lease Summary, unless otherwise terminated or extended by the terms of this Lease. Tenant shall have the option to terminate the Lease after the fifth (5th) year anniversary of the Lease by providing Landlord with six (6) months prior written notice and Tenant will pay a cancellation fee equal to any unamortized Tenant Improvement Allowance and brokerage commissions paid by Landlord.

SECTION 1.04 Commencement of Rent.

The Tenant's obligation to pay Base Rent (hereinafter defined) shall commence on the Commencement Date unless another date is set forth in Section (h) of the Lease Summary. Upon execution of this Lease, Tenant shall pay Landlord Twenty Thousand, Two Hundred Fifty-Three Dollars and Seventy-Five Cents (\$20,253.75), to be applied towards the first month's Base Rent due under this Lease.

SECTION 1.05 Obligations of Tenant Before Lease Term Begins.

Tenant shall observe and perform all of its obligations under this Lease from the date upon which possession of the Leased Premises are delivered to Tenant.

ARTICLE II
Rent

SECTION 2.01 Base Rent.

(a) Tenant agrees to pay Landlord as fixed minimum rent the sum or sums set forth in Section (j) of the Lease Summary ("Base Rent"). The Base Rent during the term of this Lease and any extension of this Lease shall be payable by the Tenant to the Landlord in equal monthly installments, on or before the first day of each month in advance, at the address of the Landlord as set forth in Section (a) of the Lease Summary, or at such other place designated by Landlord, without notice or demand, and without any deduction, counterclaim, or set-off whatsoever. If Tenant's occupancy of the Leased Premises shall commence on any day prior to the Lease Commencement Date, Tenant shall pay Landlord in addition to the first month rent provided for herein, an additional amount for such early occupancy payable on a pro-rata basis (such pro-rata to be based on the actual number of days in the early

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occupancy month), and shall be paid by the Tenant together with the first month's Base Rent. A late fee of 5% of any outstanding balance will be added if payment is not received on or before the seventh (7th) day of the month.

(b) In the event that at any time any personal or corporate check of Tenant should be returned marked "insufficient funds" or should not be promptly paid by the drawee bank for any reason within Tenant's control, Landlord may, without prejudice to any other right or remedy accruing to Landlord under this Lease, require that all future rental payments be made on or before the due date by cashier's check or money order.

SECTION 2.02 Lease Years.

"Lease Year" means the twelve-month period beginning on (a) the first day of the calendar month following the Commencement Date, or the Commencement Date, if the Commencement Date is the first day of the month, or (b) each anniversary of the first day of the calendar month following the Commencement Date or each anniversary of the Commencement Date if the Commencement Date is the first day of the month.

SECTION 2.03 Sales or Use Tax or Excise Tax.



Tenant hereby represents and warrants to Landlord that it is exempt from the payment of Sales Tax pursuant to a valid Sales Tax exemption (the "Tenant's Sales Tax Exemption") attached hereto as Exhibit "I" and made part hereof. In the event that, at any time during the Term of this Lease, Tenant is no longer exempt from the payment of Sales Taxes, then, all Sales Taxes due under this Lease shall be immediately paid by Tenant as same become due and payable.

ARTICLE III
Construction of Leased Premises

SECTION 3.01 Space Plan, Plans & Specifications and Leasehold Improvements.

Landlord shall, at Landlord's expense, construct the tenant improvements in accordance with plans and specifications (the "Plans and Specifications") to be prepared by Landlord's architect (the "Architect"), in accordance with: (i) the space plan prepared by Anne Jackaway Architecture, Inc. dated March 20, 2017, attached hereto as Exhibit "H" and made a part hereof (the "Space Plan"), which Space Plan shall be deemed approved by parties hereunder, (ii) the specifications and finish details attached hereto as Exhibit "H-1" and made a part hereof (the "Specifications and Finish Details"), which Specifications and Finish Details shall be deemed approved by parties hereunder, and (iii) the IT Plan attached hereto as Exhibit "H-2" and made a part hereof (the "IT Plan"), which IT Plan shall be deemed approved by parties hereunder. The improvements referred to herein to be constructed by Landlord shall be referred to herein as the "Leasehold Improvements".

Landlord shall endeavor, in good faith, to complete the preparation of the Plans and Specifications within 30 calendar days following the Effective Date. Upon completion of preparation of the Plans and Specifications, Landlord shall submit the same to Tenant for Tenant's approval which approval shall not be unreasonably withheld or delayed. If Tenant fails to approve or disapprove the Plans and Specifications (or any revised set of Plans and Specifications prepared pursuant to this provision) within seven (7) calendar days of receipt from Landlord, Tenant shall be deemed to have approved the same. If Tenant disapproves the Plans and Specifications, Tenant shall be entitled to request revisions to the Plans and Specifications. In each disapproval, Tenant shall include a detailed description of the

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reasons for such disapproval a. a detailed description of the revisions that Tenant requires. Within thirty (30) calendar days of Tenant's written disapproval of the Plans and Specifications, Tenant, Landlord and Architect shall endeavor in good faith to make revisions to the Plans and Specifications that are mutually acceptable to the parties. In the event that the parties do not agree on a mutually acceptable set of the Plans and Specifications within said 30-calendar day period, then, Tenant may, at Tenant's option, terminate this Lease by providing written notice to Landlord within seven (7) calendar days following said 30-calendar day period. If Tenant fails to terminate this Lease within said seven (7) calendar day period, then, Tenant shall be deemed to have approved Landlord's last revised set of Plans and Specifications prepared pursuant to this provision. Immediately upon completion of the Plans and Specifications, Landlord and Tenant shall initial and date a copy of the Plans and Specifications and such Plans and Specifications shall become a part of this Lease (the "Final Plans and Specifications").

SECTION 3.02 Change Orders.

If Tenant requests a change to the Final Plans and Specifications during the course of construction of the Leasehold Improvements (in each event, a "Change Order"), Landlord shall prepare, or cause its contractor to prepare, an estimate with (i) the construction costs in connection with such Change Order; (ii) the extent of which such Change Order may cause a delay in the Substantial Completion of the Leasehold Improvements, and (iii) the costs payable to Landlord in connection with the delay in the Substantial Completion of the Leasehold Improvements caused by such Change Order, which estimate shall be valid only if the Change Order is executed by Tenant and returned to Landlord's contractor within ten (10) calendar days of the date that Tenant receives the Change Order. If Tenant does not execute and return the Change Order within fifteen (15) calendar days, then, Tenant shall be deemed to have abandoned its request for the Change Order. Tenant shall pay to Landlord, within fifteen (15) calendar days following receipt of Landlord's invoice therefor, the amount of the Change Order(s) costs. Tenant's failure to pay any portion of the Excess Leasehold Improvements Costs shall constitute a default under the Lease, entitling Landlord to all of its remedies thereunder. Notwithstanding the foregoing, in the event a Change Order is triggered by an inspection or to comply with any state or local law, ordinance, code, or regulation, Landlord will be responsible for the cost of such Change Order.

SECTION 3.03 Permits.

Upon Landlord's and Tenant's approving, dating and initialing of the Final Plans and Specifications, Landlord shall endeavor, in good faith, to obtain the building permits required by the applicable permitting authority in connection with the construction of the Leasehold Improvements in accordance with the Final Plans and Specifications.

SECTION 3.04 Bid-Out of Construction Contract.

Upon receipt by Landlord of the building permits in connection with the Leasehold Improvements and permits described in Section 3.03 above, Landlord shall request general contractors to submit bids for the construction of the Leasehold Improvements in accordance with the Final Plans and Specifications and shall award the construction of the Leasehold Improvements to the contractor with bid that Landlord determines to be best overall, in Landlord's sole discretion.

SECTION 3.05 Leasehold Improvements Costs, Tenant Improvement Allowance and Payment of Excess Leasehold Improvement Costs.

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Landlord shall be responsible for all costs and expenses in connection with all of the Leasehold Improvements (the "Tenant Improvement Allowance"), except for costs and expenses relating to Change Order(s), Additional Work and/or fees and costs payable to Landlord in connection with Change Order(s) (the "Excess Leasehold Improvements Costs"). Tenant shall pay to Landlord, within fifteen (15) calendar days following receipt of Landlord's invoice therefor, the amount of the costs and expenses relating to Change Order(s) and/or Additional Work (the "Excess Leasehold Improvements Costs"). Tenant's failure to pay any portion of the Excess Leasehold Improvements Costs shall constitute a default under the Lease, entitling Landlord to all of its remedies thereunder.

SECTION 3.06 Construction Contract and Completion of Leasehold Improvements.

Upon (y) the execution of the Construction Contract, and (z) upon receipt by Landlord of all permits described in Section 3.03 above, Landlord's contractor shall pursue the construction of the Leasehold Improvements in accordance with the Final Plans and Specifications and pursue the completion of the Leasehold Improvements. Landlord shall use its good faith efforts to cause Landlord's contractor to Substantially Complete the Leasehold Improvements, in accordance with the Plans and Specifications, on or before the date that is ten (10) months following the execution of this Lease or December 31, 2017, whichever is later, subject to delays caused by Additional Work, Change Order(s) and/or Force Majeure. "Substantial Completion" of the Leasehold Improvements shall mean the issuance of a Temporary Certificate of Occupancy (TCO) or other similar governmental approval for the Leased Premises, which permits Tenant to take occupancy of and use the Leased Premises. Upon Substantial Completion of the Leasehold Improvements, Tenant shall accept the Leased Premises in accordance to the Final Plans and Specifications, provided that such acceptance shall not relieve Landlord of its obligation to obtain a final Certificate of Occupancy (CO) for the Leased Premises and complete all Punch List Items (as hereinafter defined) within a reasonable period of time not to exceed sixty (60) calendar days, subject to any long lead items and availability of materials. Within ten (10) calendar days following Substantial Completion of the Leasehold Improvements, Landlord, Tenant and Architect shall diligently and in good faith create a written list of punch list items. Such punch list items are hereinafter referred to as the "Punch List Items." Upon the parties' completion of the Punch List Items, Landlord shall endeavor, in good faith, to complete all Punch List Items within sixty (60) calendar days, and to obtain a final certificate of occupancy within a reasonable time. Nonetheless, if Landlord is unable to obtain a permanent CO at the expiration of the TCO, the Landlord shall abate rent for as long as the Tenant is unable to have beneficial occupancy of the Leased Premises. Notwithstanding anything herein to the contrary, if Tenant fails to furnish any required plan, information (including, without limitation, any material, furnishing, equipment, color or other selection), approval or consent within the time period required and Tenant's failure to do so delays, or would delay the issuance of a certificate of occupancy for the Leased Premises, Landlord shall be entitled to provide such plan, information, approval or consent or make such selection on behalf of Tenant, using Landlord's reasonable judgment, to enable Landlord to complete the construction of the Leased Premises and obtain a certificate of occupancy.



SECTION 3.07 Additional Work. Except as set forth in the Final Plans and Specifications, Landlord has no other agreement or obligation to Tenant to do any work in the Demised Premises. Any other work or materials ("Additional Work") in the Leased Premises which Tenant may request and which Landlord may permit shall be at Tenant's sole cost and expense and in accordance with the terms and conditions set forth herein.

(1) During Construction of Leasehold Improvements. If Tenant shall require Additional Work in

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the Leased Premises during the construction of the Leasehold Improvements, Tenant shall deliver to Landlord for its approval the necessary additional drawings and specifications (the "Additional Drawings") for the Additional Work. If Landlord does not approve of the Additional Drawings as delivered by Tenant, Landlord shall advise Tenant of the changes required in the Additional Drawings so that they will meet with Landlord's approval. Tenant shall cause the Additional Drawings to be revised and delivered to Landlord for Landlord's final review and approval within ten (10) calendar days after Tenant's receipt of such advice or Tenant shall be deemed to have abandoned its request for such Additional Work. Once the Additional Drawings are approved by Landlord, Landlord shall prepare, or cause its contractor to prepare, an estimate of (i) the construction costs in connection with such Additional Work; (ii) the extent of which such Additional Work may cause a delay in the Substantial Completion of the Leasehold Improvements, and (iii) the costs payable to Landlord in connection with the delay in the Substantial Completion of the Leasehold Improvements caused by such Additional Work. If Tenant shall fail to approve in writing such estimate(s) within ten (10) calendar days after receipt thereof, the estimate(s) for the Additional Work shall be deemed disapproved in all respects by Tenant, Landlord shall not be authorized or required to proceed with the Additional Work, and Tenant shall be deemed to have abandoned its request therefor. If, however, Tenant approves in writing such estimate(s) as furnished by Landlord within such ten (10) calendar day period, Tenant shall pay Landlord the cost of such Additional Work promptly upon receipt of invoices therefor from Landlord and prior to construction of such Additional Work.

(2) Following Substantial Completion of the Leasehold Improvements. If Tenant requests Landlord to have any Additional Work performed on the Leased Premises during the term of the Lease subsequent to the Substantial Completion of the Leasehold Improvements, said work shall be performed by a contractor acceptable to Landlord ("Tenant's Contractor"), at Tenant's expense, in accordance with the terms and conditions set forth below, and in accordance with the terms and conditions set forth in Exhibit "F," (the "Construction Policy"). Tenant's failure to comply with the provisions of Construction Policy shall constitute a breach of terms of the Lease. Tenant shall deliver to Landlord for its approval the necessary Additional Drawings for the Additional Work. If Landlord does not approve of the Additional Drawings as delivered by Tenant, Landlord shall advise Tenant within ten (10) calendar days of the changes required in the Additional Drawings so that they will meet with Landlord's approval. Tenant shall cause the Additional Drawings to be revised and delivered to Landlord for Landlord's final review and approval within ten (10) calendar days after Tenant's receipt of such advice or Tenant shall be deemed to have abandoned its request for such Additional Work. Upon Landlord's approval of the Additional Drawings, Tenant, or its agents, shall furnish Landlord with written estimates of the cost of such Additional Work. If Landlord does not approve of the estimates as delivered by Tenant, Landlord shall advise Tenant of the changes required in the estimates so that they will meet with Landlord's approval. Tenant shall cause the estimates to be revised and delivered to Landlord for Landlord's final review and approval within ten (10) calendar days after Tenant's receipt of such advice or Tenant shall be deemed to have abandoned its request for such Additional Work. Upon Landlord's approval of the estimated costs of such Additional Work, but prior to Tenant's Contractor commencement of the construction of the Additional Work, Tenant shall deposit with Landlord the estimated costs of such Additional Work. If Tenant fails to deposit with Landlord the sums required pursuant to this paragraph, Landlord shall be entitled to halt the commencement of the Additional Work on the Demised Premises. Upon Tenant's deposit with Landlord of the estimated costs of such Additional Work, Tenant's Contractor shall pursue the construction of the Additional Work. If the cost of the Additional Work exceeds or is less than the estimated costs deposited with Landlord, Tenant shall pay such excess to Landlord upon demand or Landlord shall promptly refund such overage to Tenant as the case may be.

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SECTION 3.08 Delays.

(1) Tenant Delay. The term "Tenant Delay" shall mean: (i) Tenant's failure to timely consult with Landlord and Landlord's Architect and/or Landlord's engineer and furnish all required information within the time period provided in section 3.01 hereof in connection with preparation of the Plans and Specifications; or (ii) Tenant's failure to timely pay any portion of the Excess Leasehold Improvement Costs as set forth in section 3.05 hereof; or (iii) Any non-building standard items or long lead items shown on the Final Plans and Specifications which Landlord has identified prior to construction of the Leasehold Improvements shown on the Final Plans and Specifications; or (iv) Tenant's request for Additional Work or Tenant's failure to furnish the Additional Drawings for the Additional Work, if any, in accordance with section 3.07 hereof, or Tenant's failure to approve cost estimates for Additional Work within the time specified in section 3.07, or Tenant's failure to deposit with Landlord the estimated costs of Additional Work within the time specified in section 3.07; or (v) Tenant's changes in the Tenant Improvements or Additional Work (notwithstanding Landlord's approval of such changes); or (vi) any fault of Tenant or its agents or representatives. Notwithstanding anything to the contrary contained herein, in the event of Tenant Delay(s), Tenant shall pay Landlord on the Rent Commencement Date an amount equal to one (1) day of Rent for each one (1) day of Tenant Delay..

(2) Landlord Delay. The term "Landlord Delay" shall mean Landlord's failure to Substantially Complete the Leasehold Improvements by the Substantial Completion Date, for any reason other than delays attributed to Additional Work, Change Orders, Tenant Delays, events of Force Majeure or the unavailability of specialized material or equipment necessary for the Leasehold Improvements. Notwithstanding anything to the contrary contained herein, in the event of Landlord Delay(s), Tenant shall receive a credit in the form of one (1) day of free Rent for each one (1) day of Landlord Delay.

(3) Concurrent Delay. The term "Concurrent Delay" shall mean two or more delay events occurring within the same time period, each independently affecting the Completion Date and are caused by Tenant and Landlord. Concurrent delays shall be non-compensable to either party of this contract.

SECTION 3.09 Changes and Additions to Building and Complex.

(1) Tenant shall not remove any fixtures, inside partition walls of the Leased Premises, doors etc, or add any partitions, doors fixtures, etc. to the inside of the Leased Premises without the prior written consent of the Landlord. All such Landlord approved improvements shall comply with all laws, rules and regulations of all applicable governmental authorities and shall be at Tenant's expense for labor and materials.

(2) The Landlord has the right at any time to perform maintenance operations and to make repairs, alterations, or additions, on the building in which the Leased Premises are contained by Landlord providing Tenant with twenty-four (24) hour prior notice. Tenant agrees to cooperate with the Landlord permitting the Landlord to accomplish any such maintenance, repairs, alterations, additions or construction. Temporary, partial obstruction of access to Leased Premises caused by such construction shall not be a default of Landlord.

ARTICLE IV

Use of Leased Premises by Tenant

SECTION 4.01 Use of Leased Premises.

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Tenant shall use the Leased Premises solely for the purpose of conducting business as provided in Section (k) of the Lease Summary (the "Permitted Use") and for no other purpose, except as may be first approved by Landlord in writing.

With the execution of this Lease, the Tenant acknowledges that it has received the Landlord's "Moving In/Out Policy" and agrees to abide by the provisions attached hereto as Exhibit "G." Tenant's failure to comply with the provisions of Exhibit "G" shall constitute a breach of terms of the Lease.

With the execution of this Lease, the Tenant acknowledges that it has inquired and confirmed that the Permitted Use will not create a moratorium of water and sewer services or any other utility services provided by the applicable governmental authorities in connection with the Leased Premises. In connection with the foregoing, Tenant shall at its own cost and expense obtain any and all licenses and permits necessary for any such use. Tenant shall provide Landlord with proper proof that all required licenses and permits have been obtained prior to occupying the Leased Premises or commencing the operation of its business from the Leased Premises. Occupational License and Life Safety Fire Inspection must be completed and copies must be provided to Landlord.

The overnight parking of automobiles, trucks or other vehicles, and the outside storage of any property including trash or garbage are prohibited. Notwithstanding the foregoing, to the extent permitted by the Landlord, Tenant shall be allowed to park any of Tenant's operating business vehicles ("Business Vehicles") overnight at the Complex, but only on those portions of the parking areas within the Complex designated for that purpose by the Landlord. Tenant shall prior to parking the Business Vehicles overnight at the Complex, shall provide to the Landlord a description of the Business Vehicles to be left at the Complex overnight, including copies of insurance policies covering the vehicles, license plate number, and a copy of the vehicles registration with the State of Florida. For purposes of this Lease, a "Business Vehicle" is one used by the Tenant, at least 8 hours per day, to pick up and deliver Tenant's merchandise.

Landlord shall provide Tenant with sufficient parking at a ratio of 1 per 300 square feet for the Leased Premises' office space square footage to accommodate Tenant's employees and visitors, twenty five (25) of which will be assigned parking spaces for Tenant's managers and supervisors. Landlord shall ensure that the location and number of disabled parking spaces available at the Premises comply with applicable law. Tenant shall have the right from time to time to have a mobile unit over that portion of the parking lot composed of the Tenant's 25 assigned parking spaces. Tenant shall provide Landlord prior notice of its intent to park said mobile unit and the amount of time required. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise or vibrations to emanate from the Leased Premises, nor take any other action which would constitute a nuisance or would disturb or endanger any other tenants of the Complex or unreasonably interfere with such tenants' use of their respective premises or permit any use which would adversely affect the reputation of the Leased Premises. Tenant shall not receive, store or otherwise handle any product, material or merchandise which is explosive, highly flammable or constitutes a hazardous substance or waste. Tenant shall not permit the Leased Premises to be used for any purpose (including, without limitation, the storage of merchandise) in any manner which would render the insurance thereon void or increase the insurance rate thereof. Tenant agrees to indemnify and hold the Landlord harmless against any and all loss, costs and claims, including attorney's fees relating to the improper storage, handling, transportation or disposal of explosive, highly flammable or hazardous materials or resulting from any other improper use. Tenant shall comply with all governmental laws, ordinances and regulations applicable to the Leased Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of any violations or nuisances in or upon, or connected with, the Leased Premises, all at Tenant's sole expense. If, as a result of any change in the governmental laws, ordinances and regulations, the Leased Premises must be altered to

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accommodate lawfully the use and occupancy thereof, such alterations shall be made only with the consent of the Landlord, but the entire cost thereof shall be borne by Tenant; provided that the necessity of the Landlord's consent shall in no way create any liability against the Landlord for failure of Tenant to comply with such laws, ordinances and regulations. Tenant shall take whatever other actions are necessary so that the Leased Premises and Tenant's use thereof complies with the Fire Prevention Code of the National Fire Protection Association and any other fire prevention laws, ordinances, rules or regulations applicable to the Leased Premises. Tenant shall occupy the Leased Premises without delay upon the Commencement Date and shall conduct continuously in the Leased Premises the business above stated. Tenant shall provide the Landlord with a copy of its occupational license and annual renewals thereof.

Tenant agrees to abide by the "Storm Policy" provisions Attached hereto as Exhibit "D."

Nothing in this definition of Permitted Use shall be deemed to eliminate, reduce or otherwise mitigate the other requirements of this Lease, without limitation, the requirements of Article XII.

SECTION 4.02 Nuisance.

Tenant shall not do or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Complex or injure or annoy them or use or allow the Leased Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in or about the Leased Premises.

SECTION 4.03 Operation of Business.

Tenant shall not perform any acts or carry on any practices which may damage the Complex or improvements or be a nuisance or menace to other tenants in the Complex or their customers, employees or invitees or which will result in the increase of casualty insurance premiums. Tenant shall conduct its business in the Leased Premises during the regular customary days and hours for such type of business in the Complex, and will keep the Leased Premises open for business during those days, nights and hours, but in no event less than five (5) days per week (Monday through Friday exclusive of any holidays) during Tenant's hours of operation which are 8 A.M. through 5 P.M..

ARTICLE V
Security Deposit

SECTION 5.01 Amount of Security Deposit Landlord.

Landlord, upon execution of this Lease, acknowledges payment (subject to collection of any checks, see Section k of Lease Summary) to Landlord of the sum of: Twenty Thousand Two Hundred Fifty-Three Dollars and Seventy-Five Cents (\$20,253.75), ("Security Deposit") made payable to the Landlord, which sum shall be retained by Landlord as security for the payment by Tenant of the Base Rent and Additional Rent herein agreed to be paid by Tenant and for the faithful performance by Tenant of the terms, provisions, covenants, and conditions of this Lease. It is agreed that the Landlord, at its option, may, at the time of any default by Tenant under any of the terms, provisions, covenants, or conditions of this Lease, and without waiving any such default unless and until the Security Deposit is timely restored as provided herein, apply the Security Deposit or any part thereof towards the payment of the Base Rent and Additional Rent payable by Tenant under this Lease, and towards the performance of each and

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every one of Tenant's covenants under this Lease (in such event, Tenant will deposit with Landlord cash sufficient to restore the Security Deposit to its original amount within fifteen (15) calendar days after notice), but such covenants and Tenant's liability under this Lease shall thereby be discharged only pro tanto; that Tenant shall remain liable for any amounts that the Security Deposit shall be insufficient to pay; that Landlord may exhaust any or all rights and remedies against Tenant before resorting to the Security Deposit, but nothing contained herein shall require or be deemed to require Landlord to do so; that, in the event this Security Deposit shall not be utilized for any such purposes, then the Security Deposit shall be returned by Landlord to Tenant within thirty (30) calendar days after the expiration or sooner termination of this Lease or the determination and payment of any amount due under Article 5 of this Lease, whichever occurs sooner. Landlord shall have the right, if permitted by law, to co-mingle the funds representing the Security Deposit with other funds belonging to Landlord and shall not be required to pay Tenant any interest on the Security Deposit.

SECTION 5.02 Use and Return of Security Deposit.

If at any time during the term of this Lease any of the Rent herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid or in the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then Landlord may, at its option (but Landlord shall not be required to) appropriate and apply all or any portion of any Security Deposit Landlord is holding to the payment of any such overdue Rent or other sums or so much thereof as shall be necessary to compensate the Landlord for all loss or damage sustained or suffered by Landlord due to the breach of Tenant. Should the entire Security Deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue Rent or other sums due and payable by Tenant hereunder, then Tenant shall, upon the written demand of Landlord forthwith remit to Landlord a sufficient amount in cash to restore said Security Deposit to the original sum deposited, and Tenant's failure to do so within fifteen (15) calendar days after receipt of such demand shall constitute a breach of this Lease. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant within thirty (30) calendar days of the expiration of the Term of this Lease.

SECTION 5.03 Transfer of Security Deposit.

Landlord may deliver the Security Deposit funds deposited hereunder by Tenant to the purchaser or transferee of Landlord's interest in the Leased Premises in the event that such interest be sold or transferred, and thereupon Landlord shall be discharged from any further liability with respect to such Security Deposit, provided such purchaser or transferee shall assume in writing the obligations of the Landlord under this Lease.

ARTICLE VI

Alterations, Signs, Etc.

SECTION 6.01 Installation by Tenant.

(a) Tenant shall not make or cause to be made to the Leased Premises any alterations, additions or improvements or install or cause to be installed any exterior signs, exterior lighting, plumbing fixtures, shades or awnings and window or glass door coverings or make any changes to the front or any exterior portions of the Leased Premises without first obtaining the Landlord's written approval and consent. Tenant shall present to the Landlord plans and specifications for such work at the time approval is sought, and simultaneously demonstrate to the

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Landlord that the proposed alterations comply with local zoning and building codes, as more specifically set forth in Exhibits.

(b) All construction work done by Tenant within the Leased Premises shall be performed in a good and workmanlike manner by contractors approved by the Landlord and Tenant, in compliance with all governmental requirements, and in such manner as to cause minimum interference to other construction in progress (if any) and with the transaction of business in the Complex. Landlord shall not withhold its consent of the contractors unreasonably. Without limitation on the generality of the foregoing, Tenant agrees to indemnify the Landlord and hold it harmless against any loss, liability, or damage, resulting from such work.

SECTION 6.02 Responsibility of Tenant.



All alterations, decorations, additions and improvements made by the Tenant, or made by the Landlord on the Tenant's behalf by agreement under this Lease, shall remain the property of the Tenant for the Term of this Lease, or any extension or renewal thereof. Such alterations, decorations, additions and improvements shall not be removed from the Leased Premises without prior consent in writing from the Landlord.

SECTION 6.03 Tenant Shall Discharge All Liens.

Nothing contained in this Lease shall be construed as a consent on the part of the Landlord to subject the estate of the Landlord to liability under the Construction Lien Law of the State of Florida, it being expressly understood that the Landlord's estate shall not be subject to such liability. Tenant shall strictly comply with the Construction Lien Law of the State of Florida as set forth in Florida Statutes Section 713, including, but not limited to, giving written notice to all persons performing services or furnishing materials on its behalf of the terms and conditions of this Section 6.03. In the event that a Mechanic's Claim of Lien is filed against the Leased Premises in connection with any work performed by or on behalf of the Tenant (except work for which Landlord is responsible), the Tenant shall satisfy such claim or shall transfer same to security, within ten (10) calendar days from the date of filing. In the event that the Tenant fails to satisfy or transfer such claim within said ten (10) calendar day period, the Landlord may do so and thereafter charge the Tenant, as additional rent, all costs incurred by the Landlord in connection with satisfaction or transfer of such claim, including attorneys' fees. Further, the Tenant agrees to indemnify, defend and save the Landlord harmless from and against any damage or loss incurred by the Landlord as a result of any such Mechanic's Claim of Lien. If so requested by the Landlord, the Tenant shall execute a short form or memorandum of this Lease, which may, in the Landlord's discretion be recorded in the Public Records for the purpose of protecting the Landlord's estate from Mechanics' Claims of Lien, as provided in Florida Statutes Section 713.10. Landlord has the right to record the memorandum without execution by Tenant in the event Tenant fails to execute the memorandum within seven (7) calendar days of request. The security deposit paid by the Tenant may be used by the Landlord for the satisfaction or transfer of any Mechanics' Claim of Lien as provided in this Section. This Section shall survive the termination of this Lease.

SECTION 6.04 Signs, Awnings and Canopies.

(a) Tenant shall have signage rights to install identification signage; (a) on the building façade facing Marlin Road; (b) facing the southern parking field; and (c) on the storefront windows of the Leased Premises, subject to approval of the specifications and graphics by the Landlord and the applicable governmental authorities of Miami-Dade County. The Tenant shall be allowed to place, at Tenant's sole costs and expense, signs over each entry doorway that comprises the Leased Premises. The permissible size of the sign(s) is 7' Wide x 2' High and is mounted on 71" white PVC with chrome standoffs. Also, Tenant shall be allowed to install, at Tenant's sole costs and

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expense, an illuminated box sign, which would be mounted on the Leased Premises, between each column off the walkway. These signs will tie into the existing electrical and light timer and afford visibility of the space at night. Landlord will provide the name of the approved vendor to install such illuminated box sign(s). The cost for the installation and maintenance of the signage described in this subparagraph (a) shall be the responsibility of the Tenant. Tenant will be allowed to place interior window signage to support the agency branding image and to direct it's customers. All such signage must be in accordance with applicable laws and approved by Landlord. Landlord's approval shall not be unreasonably withheld or delayed.

(b) Except for such signage described in subparagraph (a) herein, Tenant will not place or permit to be placed or maintained on any exterior door, wall or window of the Leased Premises any signs, awnings or canopies, or advertising matter or other thing of any kind, and will not place or maintain any decoration, letter or advertising matter on the glass of any window or door, nor will any illuminated sign be placed in the window display area of the Leased Premises without first obtaining the Landlord's written approval and consent which may be arbitrarily withheld by the Landlord in their sole discretion.

(c) Tenant agrees to abide by the Landlord's Sign Policy, a copy of which is attached hereto as Exhibit "E." Except for such signage described in subparagraph (a) herein, no signage shall be erected outside of the Leased Premises without the written consent of the Landlord, which consent may be withheld by the Landlord in its sole discretion. Tenant further agrees that such signs, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved shall be maintained in good condition and repair at all times and shall conform to the criteria established from time to time by the Landlord for the Complex in the exercise of its sole discretion. If requested by the Landlord in writing, Tenant agrees to correct and/or remove any signs it has erected at the Complex without the prior approval of the Landlord. If the Tenant fails to abide by Landlord's request to correct and/or remove a sign within the time period provided for in Landlord's notice, in addition to any other remedies available to the Landlord under the terms of this Lease, the Landlord shall have the right to charge the Tenant a fee of \$25.00 per calendar day until the Tenant has corrected the sign infraction as requested by the Landlord.

ARTICLE VII

Repairs and Maintenance of Leased Premises

SECTION 7.01 Responsibility of the Landlord.

(a) Tenant acknowledges that the Landlord is responsible to repair and maintain in good order and condition the common elements which include the roof, roof drains, outside walls, foundations, sidewalks, driveways, parking areas, landscaping and structural portions of the Complex. Repairs made shall be in compliance with all applicable laws and code requirements. Landlord will be responsible for repairs necessary to correct code violations relating to the Complex (but not to Tenant caused violations within the Leased Premises), to correct defective equipment installed by Landlord, and repairs to the Complex caused by windstorm damage. Landlord shall also be responsible for repairing and servicing all interior plumbing, electrical systems (except electrical having to do with furniture systems), HVAC maintenance (including monthly A/C filter replacement) within the Premises. Landlord shall be responsible for waste management. Landlord shall provide a coat of paint every five (5) years to the interior of the Leased Premises at no additional cost to the Tenant. Notwithstanding the foregoing, if the necessity for such repairs shall have arisen from or shall have been caused by the negligence or willful acts of Tenant, its agents, concessionaires, officers, employees, licensees, invitees or contractors, the Landlord may make or cause the same

to be made, but shall not be obligated to do so, and Tenant agrees to pay to the Landlord promptly upon Landlord's demand, as Additional Rent, the cost of such repairs, if made, with interest thereon at the Default Rate, as hereinafter defined and/or and administrative fee of 20% of the total cost. In the event Landlord elects not to make such repairs caused by Tenant's negligence, Landlord may require Tenant to make such repairs at Tenant's sole cost and expense.

(b) Except as herein above provided in Subparagraph (a), Landlord shall not be obligated or required to make any other repairs. All other portions of the Leased Premises shall be kept in good repair and condition by Tenant, and at the end of the term of this Lease, Tenant shall deliver the Leased Premises to Landlord broom cleaned, free of substances and in good repair and condition, reasonable wear and tear and damage from fire and other casualty excepted.

(c) Unless caused by the negligence or willful acts of Landlord or that of its employees or agents acting within the scope of their employment, neither Landlord nor Landlord's agents or servants shall be liable for damages caused by, or growing out of fire, rain, wind or other cause.

SECTION 7.02 Responsibilities of Tenant.

(a) Without limiting the generality of the foregoing Subparagraph 7.01(b), Tenant agrees to repair and maintain in good order and condition the non-structural interior portion of the Leased Premises, including inside of the store fronts, show windows, doors, windows, signage and/or awning, plate and window glass, floor covering, overhead lighting (including bulbs and ballasts), and fire extinguishers.



(b) Tenant will not install any equipment which exceeds the capacity of the utility lines leading into the Leased Premises or the Complex of which the Leased Premises constitute a portion.

(c) Tenant, or its employees, agents, invitees, customers or guests, shall not mark, paint, drill or in any way deface any walls, ceilings, partitions, floors, wood, stone or ironwork without the Landlord's written consent other than those already agreed to. Tenant shall be responsible for any damage caused by Tenant, or Tenant's employees, agents, invitees, customers or guests to the Leased Premises.

(d) Tenant 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.

(e) If Tenant refuses or neglects to repair property as required hereunder and to the reasonable satisfaction of the Landlord as soon as reasonably possible after written demand, which may be hand delivered or delivered by facsimile or email transmission, the Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property, or to Tenant's business by reason thereof and upon completion thereof, Tenant shall pay Landlord's cost for making such repairs, plus twenty (20%) percent for overhead, upon presentation of bill therefore, as additional rent. Said bill shall include interest at the Default Rate on said cost from the date of completion of repairs by Landlord. In the event the Landlord shall undertake any maintenance or repair in the course of which it shall be determined that such maintenance or repair work was made necessary by the negligence or willful act of Tenant or any of its employees or agents or that the maintenance or repair is, under the terms of this Lease, the responsibility of Tenant, Tenant shall pay Landlord's costs therefore as above provided in this Section.

(f) At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises in the same condition as the Leased Premises were in upon the completion of Tenant's improvements to the Leased Premises, reasonable wear and tear excepted, and damage by unavoidable casualty excepted, and shall surrender

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all keys for the Leased Premises to Landlord. Tenant shall remove all its trade fixtures and, leased equipment. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

(g) Tenant shall, at its own expense perform all pest control, janitorial and cleaning services within the Leased Premises in order to keep same in a neat, clean and orderly condition.

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

(i) Notwithstanding anything herein to the contrary, Tenant shall give Landlord prompt written notice of any necessary repairs relating to electrical systems, mechanical systems and/or emergency and exit lighting serving the Leased Premises, and Landlord shall have fifteen (15) business days from receipt of such written notice to perform the repairs to the extent that Landlord is required to do so under this Lease.

ARTICLE VIII

Insurance and Indemnity

SECTION 8.01 Insurance.

Tenant shall, during the entire term hereof, keep in full force and effect a policy of comprehensive general public liability insurance and property damage insurance with respect to the Leased Premises and the Tenant's use of the Leased Premises in which the limits of public liability shall be the following: general liability of \$1,000,000.00 for each occurrence; \$100,000.00 damage to the Leased Premises; \$5,000.00 for medical expenses; personal injury of \$2,000,000.00, general aggregate of \$2,000,000.00, products-com/op aggr. liability of \$2,000,000.00; and personal/business property and loss of business income insurance. The policy shall name Landlord, any person, firms or corporations designated by Landlord, and Tenant as insured, and shall contain a clause that the insurer will provide 30 Day notice of Cancellation in favor of Additional Insured as respects General Liability as required by written contract subject to the terms, conditions and exclusions of the policy. The insurance policies shall be written by a company authorized to do business in the State of Florida with an AM Best's Guide's rating reasonably acceptable to Landlord and a copy of the policy or a certificate of insurance shall be delivered to the Landlord prior to the commencement of the Term of this Lease. Failure to maintain the above prescribed insurance shall be considered a default to the Lease Agreement. Upon a failure of the Tenant to obtain the insurance policy described hereinabove, the Landlord is hereby authorized to obtain a policy of insurance in the limits set forth hereinabove on behalf of the Tenant and the premium for such policy shall be due payable with the installment of rent next due. Landlord shall also have the right, but not the obligation, to purchase said insurance policy on behalf of Tenant and charge back the cost to Tenant as Additional Rent, it being understood that any such policy obtained by Landlord on behalf of Tenant shall protect only the rights and interest of the Landlord and not the Tenant. Tenant shall also obtain and maintain all insurance required by law including, without limitation, workmen's compensation insurance. Notwithstanding the foregoing, Tenant's indemnification of Landlord is subject to the extent permitted by Section 768.28, Florida Statutes.

SECTION 8.02 Plate Glass Insurance.

The replacement of any plate glass damaged or broken during the term of this Lease shall be Tenant's responsibility. Tenant shall, during the entire term hereof, keep in full force and effect a policy of plate glass insurance covering all the plate glass of the Leased Premises, in amounts satisfactory to Landlord. The policy shall name Landlord and any person, firm or corporation designated by Landlord, as additional insured, as its interest may appear, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the

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Landlord thirty (30) days prior with notice. The insurance shall be written by a company approved by the Landlord and a copy of the policy or a certificate of insurance shall be delivered to Landlord prior to the commencement of the Term of this Lease. Upon a failure of the Tenant to obtain the insurance policy described hereinabove, the Landlord is hereby authorized to obtain a policy of insurance in the limits that Landlord deems necessary on behalf of the Tenant and the premium for such policy shall be due and payable with the installment of rent next due.

SECTION 8.03 Increase in Fire and Windstorm Insurance Premium Over a Base Year.

N/A

SECTION 8.04 Increase in Fire Insurance Premium by Use.



Tenant agrees that it will not keep, use or store in or upon the Leased Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay any increase in premium for fire, extended coverage and related insurance that may be charged during the term of this Lease on the amount of such insurance which may be carried by the Landlord on the Leased Premises. In determining whether increased premiums are the result of Tenant's use of the Leased Premises, a schedule, issued by the organization making the insurance rate on the Leased Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make-up the fire insurance rate on the Leased Premises and the building. In the event the Tenant's occupancy causes any increase of premium for the fire, casualty, and related insurance rates on the Leased Premises or any part thereof above the rate for the least hazardous type of occupancy legally permitted in the Leased Premises, the Tenant shall pay the additional premium on the fire, casualty and related insurance policies by reason thereof. The Tenant also shall pay in such event any additional premium on the rent insurance policy that may be carried by the Landlord for its protection against rent loss through fire and related perils, upon providing Tenant with proof that the additional premium was solely caused by the Tenant. Bills for such additional premiums shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered. The obligations of the Tenant to pay the charges specified in this Section shall be deemed Additional Rent and subject to the provisions herein regarding the payment of rent.

SECTION 8.05 Tenant's Contractors and Subcontractors.

Tenant and/or Tenant's contractors and sub-contractors shall be required to provide, in addition to the insurance required to be maintained by Tenant, automobile liability coverage with bodily injury limits of at least \$1,000,000.00 per person, \$1,000,000.00 per accident and \$1,000,000.00 accident for property damage, naming Landlord and its mortgage lenders as additional insureds, issued by companies approved by Landlord.

SECTION 8.06 Indemnification.

a) The Tenant agrees to indemnify, and hold Landlord harmless of, from any and all liability, losses or damages, including attorneys' fees and costs of defense occurring in or about the Leased Premises or the Property arising from Tenant's occupancy of the Lease Premises, or occasioned wholly or in part by any negligence, act or omission of Tenant, its agents, contractors, employees, servants, agents, partners, or contractors, whether occurring in or about the Leased Premises or outside the Leased Premises but within the Complex, or the conduct of its business or from any activity, by Tenant in or about the Leased Premises or the property, or from any breach or

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default on the part of the Tenant pursuant to the terms of this Lease, or due to / other act or omission or willful misconduct of Tenant or any of its agents, employees, servants, agents, partners, or contractors; provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 of the Florida Statutes, subject to the provisions of that statute whereby the Tenant shall not be held liable to pay 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 from out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claim, 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, or contractors.

b) 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 this Agreement 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 this Agreement 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. Notwithstanding the foregoing, and to the extent not covered by insurance provided by the Landlord, Landlord shall not be liable to pay any claims, demands, suits, judgments or portions thereof by any one person which exceeds the sum of \$200,000, or any claims, demands, suits, judgments or portions thereof, which, when totaled with all other claims or judgments paid by the Landlord arising out of the same incident or occurrence, exceed the sum of \$300,000

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

SECTION 8.07 Waiver of Subrogation.

Each party waives (unless said waiver should invalidate any policy of insurance) its right to recover damages against the other party for any reason whatsoever to the extent such other party recovers indemnity from its insurance carrier. Any insurance policy procured by Tenant which does not name the Landlord as a named insured shall, if obtainable, contain an express waiver of any right of subrogation by the insurance company against the Landlord.

SECTION 8.08 Landlord Insurance

Landlord shall obtain and maintain such insurance coverage for the Leased Premises and the building as Landlord deems necessary. Tenant acknowledges and agrees that any insurance maintained by Landlord is for the benefit of Landlord and does not provide coverage for any losses to Tenant, Tenant's improvements to the Leased Premises, Tenant's fixtures, Tenant's equipment, Tenant's personal property, Tenant's inventory, or the property of Tenant's customers. Tenant shall obtain and maintain separate insurance, at its sole expense, to provide coverage

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for losses to Tenant, Tenant's improvements to the Leased Premises, Tenant's fixtures, Tenant's equipment, Tenant's personal property, Tenant's inventory, and the property of Tenant's customers.

ARTICLE IX

Utilities

SECTION 9.01 Utilities

The Tenant shall be solely responsible for obtaining, opening and paying for any and all utility accounts and other services and service accounts to the Leased Premises, including, but not limited to, telephone, internet, cable, water, electricity, sewer and janitorial services, at Tenant's discretion. Without obligating itself in any way, to the extent that Landlord provides any such utility service or other service(s) to the Leased Premises, the Tenant shall be solely responsible for, and shall promptly pay all charges for any and all utilities, utility services and other services provided by the Landlord and used and consumed by the Tenant at the Leased Premises in accordance with this section. Landlord may, at its sole and absolute discretion, provide the Leased Premises with its own individual metering for any such utility being provided by the Landlord, and Tenant shall be solely responsible for payment of such utility in accordance with the usage as determined by such meter. If Landlord deems it necessary, the Tenant shall provide Landlord access to the Leased Premises, with prior notice, for purposes of installing or repairing a meter that measures the consumption of any such utility or service provided by the Landlord. In the event that the Landlord is providing a utility or other service where the cost of such utility is a flat fee to the Landlord (i.e., such utility does not vary depending on consumption), then the Tenant shall pay its proportionate share of the cost associated with such utility or service (Tenant's proportionate share to be calculated by dividing the square footage of the unit by the total rentable square footage within the property that receives such utility). In any event, when the Tenant receives a utility or service bill from the Landlord for such utility or service that is metered to the Leased Premises or the Tenant is proportionately responsible for as per this section, the Tenant shall pay such bill within thirty (30) calendar days of receipt, but in no event later than the due date of the next rent payment. This utility payment shall be considered as additional rent.

Notwithstanding the foregoing, Landlord shall not be liable in the event of any interruption in the supply of any utilities or other services whether or not the Landlord provides it. The Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facilities and that if any equipment installed by the Tenant shall require additional utility facilities; the same shall be installed at the Tenant's expense in accordance with plans and specifications to be approved in writing and in advance by Landlord.


The Tenant shall not use the water and wash closets and other plumbing fixtures for any purpose other than those for which they were designed or constructed, and no sweepings, rubbish, rags, acids, or like substances shall be deposited therein.

Notwithstanding anything herein to the contrary, all of the Tenant's low voltage IT Improvements, Networking and installation shall be Tenant's responsibility pursuant to the IT Plan attached hereto as Exhibit H-2. To the extent required by law, Landlord shall install and provide Tenant with conduits for the cabling in connection with the Tenant's low voltage IT Improvements.

ARTICLE X

Attornment and Subordination

SECTION 10.01 Subordination

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Tenant 

Tenant agrees that this Lease and the interest of Tenant therein shall be, and the same hereby is made subject and subordinated at all times to all covenants, restrictions, easements and other encumbrances now or hereafter affecting the fee title of the Complex located at 18901 SW 106 Avenue, Miami, FL 33157, and to all ground and underlying leases and to any mortgage in any amounts and all advances made and to be made thereon, which may now or hereafter be placed against the Leased Premises, now or at any time hereafter. The term "Mortgages" as used herein shall be deemed to include trust indentures and deeds of trust. The aforesaid provisions shall be self-operative and no further instrument of subordination shall be necessary unless required by any such ground or underlying lessors or mortgages. Should the Landlord or any ground or underlying lessor or mortgagees desire confirmation of such subordination, then Tenant, within ten (10) calendar days following written request therefore, agrees to execute and deliver, without charge, any and all documents (in form acceptable to Landlord and such ground or underlying lessors or mortgagees) subordinating this Lease and the Tenant's rights hereunder. However, should any such ground or underlying lessors or any mortgagees request that this Lease be made superior, rather than subordinate, to any such ground or underlying lease and/or mortgage, then Tenant, within ten (10) calendar days following Landlord's written request therefore, agrees to execute and deliver, without charge, any and all documents (in form acceptable to Landlord and such ground or underlying lessors or mortgagees) effectuating such priority.

SECTION 10.02 Attornment.

In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Landlord covering the Leased Premises or in the event a deed is given in lieu of foreclosure of any such mortgage, if requested to do so, Tenant shall attorn to the purchaser or grantee in lieu of foreclosure upon any such foreclosure or sale and recognize such purchaser or grantee in lieu of foreclosure as the Landlord under this Lease.


ARTICLE XI

Assignment and Subletting

SECTION 11.01 Consent Required.

(a) Tenant may not assign or in any manner transfer, or grant or suffer any encumbrance of Tenant's interest in this Lease in whole or in part, nor sublet all or any portion of the Leased Premises, or grant a license concession or other right of occupancy of any portion of the Leased Premises, without the prior written consent of the Landlord. This prohibition against assignment or subletting shall be construed to include prohibition against any assignment or subleasing by operation of law, legal process, receivership, bankruptcy or otherwise, whether voluntary or involuntary. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

No assignment shall be permitted to Assignee if the proposed use is inconsistent with the Permitted Use or an Event of Default (hereinafter defined) has occurred and is continuing at the time of the request for consent to the assignment. At least ten (10) calendar days prior to any assignment or subletting, Tenant must provide the Landlord in writing: (i) the name and address of the proposed assignee or subtenant; (ii) the nature of the proposed assignee's or subtenant's business it will operate from the Leased Premises; (iii) the terms of the proposed assignment or sublease. Landlord will not unreasonably deny any assignment or subletting by the Tenant.

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(b) The Tenant shall have the obligation to pay an administrative fee to Landlord of \$150.00 in connection with such assignment or subletting concurrent with the request for approval.

SECTION 11.02 Significant Change of Ownership.

If the Tenant is a corporation (other than one whose share are regularly and publicly traded either on a recognized stock exchange or the over-the-counter market), Tenant represents that the ownership and power to vote its entire outstanding capital stock belongs to and is vested in the Major Shareholder who has been authorized to execute this lease on behalf of the corporation.

SECTION 11.03 Assignment by Landlord.

In the event of the transfer and assignment by Landlord of its interest in this Lease to a person expressly assuming Landlord's obligations under this Lease, Landlord shall thereby be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations. Any security given by Tenant to secure performance of Tenant's obligations hereunder may be assigned and transferred by Landlord to such successor in interest, and Landlord shall thereby be discharged of any further obligation relating thereto. The conditions herein are contingent on the person or entity that is assuming this Lease accepts and assumes all existing terms and conditions of this Lease.

ARTICLE XII

Waste, Governmental Regulations, Environmental

SECTION 12.01 Waste or Nuisance.



Tenant shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any owner or other tenant in the Complex, or which may adversely affect Landlord's interest in the Leased Premises or the Complex.

SECTION 12.02 Governmental Regulations.

Tenant shall, at Tenant's sole cost and expense, comply with all county, municipal, state, federal laws, orders, ordinances and other applicable requirements of all governmental authorities, now in force, or which may hereafter be in force, pertaining to, or affecting the condition, use or occupancy of the Leased Premises, and shall faithfully observe in the use and occupancy of the Leased Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force. Tenant shall indemnify, defend and save the Landlord harmless from all costs, losses, expenses or damages resulting from Tenant's failure to perform its obligations under this Section. Tenant shall provide, upon request, copies of all license and inspections obtained by the Tenant to certify strict compliance with all such governmental regulations.

SECTION 12.03 Rules and Regulations of the Landlord.

Tenant acknowledges the terms of this Lease are subject to, and that Tenant must abide by, the rules and regulations adopted by the Landlord from time to time (a list of the current rules and regulations as of the date of this Lease is attached hereto as Exhibit "B"). A breach by the Tenant of the terms and provisions of the rules and regulations of the Landlord shall constitute a breach under the terms of this Lease. The rules and regulations of the

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Landlord, and any subsequent amendments thereto, are incorporated into the Lease by this reference. The Tenant acknowledges that Landlord has the right, power and authority to commence legal proceedings to cause the Tenant evicted upon any breach of the Lease.

SECTION 12.04 Environmental.

(a) Tenant shall not cause or permit any Hazardous substance (as hereinafter defined) to be used, stored, generated or disposed of on or in the Leased Premises by Tenant, Tenant's agents, employees, contractors or invitees, without first obtaining Landlords' written consent. If Hazardous Substances are used, stored, generated or disposed of on or in the Leased Premises, or if the Leased Premises become contaminated in any manner for which Tenant is legally liable, Tenant shall indemnify and hold harmless the Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, a decrease in value of the Leased Premises, damages due to loss or restriction of rentable or usable space, or any damages due to adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Lease Term and arising as a result of such contamination by Tenant. This indemnification includes, without limitation, any and all costs incurred due to any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if Tenant causes or permits the presence of any Hazardous Substance on the Leased Premises and such results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions to return the Leased Premises to the condition existing prior to the presence of any such Hazardous Substance on the Leased Premises. Tenant shall first obtain the Landlord's approval for any such remedial action.


(b) As used herein, "Hazardous Substance" means any substance which is toxic, ignitable, reactive or corrosive and which is regulated by any local government, the State of Florida, or the United States government. "Hazardous Substance" includes any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCB's") and petroleum.


(c) If the U.S. Environmental Protection Agency ("EPA") or the State of Florida or County Department of Environmental Regulation, or any other governmental agency or authority, or a lender requires any remedial action or clean-up of any materials or Hazardous Substances under the Leased Premises, then Tenant shall retain a geo-technical engineer reasonably satisfactory to the Tenant to administer such remedial action or clean-up in order, as the case may be, to satisfy the requirements of EPA, or such other governmental agency. All work and related matters which Tenant is required to cause to be performed pursuant hereto shall be performed at the sole cost and expense thereof of Tenant, shall be commenced promptly after request therefore by EPA, or such other governmental agency and shall be diligently prosecuted to conclusion.

(d) Tenant shall remain totally liable for all damages and losses to Landlord under this Article regardless of any other provisions in this Lease or otherwise which may limit recourse.

(e) Tenant shall provide Landlord with a copy of its annual permit and/or notification to governmental authorities of its use of storage of hazardous or placarded substances and shall upon request, provide Landlord with copies of the Material Data Sheets generated by Tenant, along with copies of any other operations or equipment report, certification, citation or fine imposed by any governmental authority having licensing or enforcement jurisdiction.

ARTICLE XIII

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Destruction of the Leased Premises

SECTION 13.01 Total or Partial Destruction.

If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, without the fault of Tenant, but are not thereby rendered untenable in whole or in part, Landlord shall at its own expense cause such damage, excluding any damage to Tenant's leasehold improvements, equipment and trade fixtures, to be repaired, and the Rent and other charges shall not be abated. If by reason of such occurrence, the Leased Premises shall be rendered untenable only in part, Landlord shall at its own expense cause the damage, excluding any damage to Tenant's leasehold improvements, equipment and trade fixtures, to be repaired to the condition that the Leased Premises were delivered to Tenant subsequent to Landlord's completion of the Leasehold Improvements pursuant to Section 3.01, and the Base Rent meanwhile shall be abated proportionately as to the portion of the Leased Premises rendered untenable; provided, however, if such damage shall occur during the last two (2) years of the Term of this Lease (or of any renewal term), or if the damage is not covered by Landlord's insurance or exceeds the proceeds from such insurance, Landlord shall have the right, to be exercised by notice to Tenant within sixty (60) days after said occurrence, to elect not to repair such damage and to cancel and terminate this Lease effective as of a date stipulated in Landlord's notice, which shall not be earlier than thirty (30) days nor later than sixty (60) days after the giving of such notice. If the Leased Premises shall be rendered wholly untenable by reason of such occurrence, the Landlord shall at its own expense cause such damage, except to Tenant's equipment and trade fixtures, to be repaired, but only to the extent of the Landlord's original obligation to construct pursuant to Section 3.01, and the Base Rent meanwhile shall be abated in whole; provided, however, if fifty percent (50%) or more of the net leasable floor area of the Complex shall be damaged or destroyed by fire or other casualty, notwithstanding that the Leased Premises shall be unaffected by such fire or other casualty, Landlord shall have the right, to be exercised by notice to Tenant within sixty (60) days after said occurrence, to elect to cancel this Lease, and in such event this Lease and the tenancy hereby created shall cease as of the date of the said occurrence in the event the Leased Premises are untenable or on the thirtieth (30th) day subsequent to a casualty affecting the Complex but not the Leased Premises. Nothing in this Section shall be construed to permit the abatement in whole or in part of charges attributable to any period during which the Leased Premises shall be in untenable condition, nor shall there be any abatement in these items nor the Base Rent if such damage is caused by the negligence or willful act of Tenant. Whenever the Base Rent shall be abated pursuant to this Section 15.01, such abatement shall continue until the date which shall be the sooner to occur of (i) fifteen (15) calendar days after notice by Landlord to Tenant that the Leased Premises have been substantially repaired and restored, or (ii) the date Tenant's business operations are restored in the entire Leased Premises.

SECTION 13.02 Partial Destruction.

In the event that fifty (50%) percent or more of the rentable area of the Complex shall be damaged or destroyed by fire or other cause, notwithstanding any other provisions contained herein and that the Leased Premises may be unaffected by such fire or other cause, Landlord shall have the right, to be exercised by notice in writing delivered to Tenant within (ninety) 90 calendar days after said occurrence, to elect to cancel and terminate this Lease. Upon the giving of such notice to Tenant, the term of this Lease shall expire by lapse of time upon the tenth calendar day after such notice is given, and Tenant shall vacate the Leased Premises and surrender the same to Landlord.

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SECTION 13.03 Reconstruction of Improvements.

In the event of any reconstruction of the Leased Premises under this Section, said reconstruction shall be to place the Leased Premises in the condition they were in when delivered to Tenant at the inception of the Lease, including any partitions or improvements removed by Tenant. Landlord shall be responsible for the reconstruction of the leasehold improvements that Tenant originally made to the Leased Premises together with the furnishings and equipment, only to the extent that Tenants insurance does not cover the expense.

ARTICLE XIV
Eminent Domain

SECTION 14.01 Total Condemnation.

If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the Term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals and other charges shall be paid up to that date and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

SECTION 14.02 Partial Condemnation.

If any part of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall, in the opinion of Landlord and Tenant, render the Leased Premises unsuitable for the business of the Tenant, then Landlord and Tenant shall each have the right to terminate this Lease by notice given to the other within sixty (60) calendar days after the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. In the event of a partial taking or condemnation which is not extensive enough to render the Leased Premises unsuitable for the business of the Tenant, then Landlord shall promptly restore the Leased Premises (exclusive of Tenant's equipment and trade fixtures) to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking and the building of which the Leased Premises forms a part to the extent necessary to constitute the portion of the building not so taken as a complete architectural unit; provided that Landlord shall not in any event be required to spend for such repair, restoration or alteration work an amount in excess of the respective amounts received by Landlord as damages for the taking of such part of the Leased Premises and of the building of which the same forms a part. As used herein, the amount "received by Landlord" shall mean that portion of the award or damages in condemnation received by Landlord from the condemning authority which is free and clear of all prior claims or collections by the holders of any mortgages or deeds of trust or any ground or underlying lessors, and this Lease shall continue in full force and effect except that the Base Rent shall be reduced in proportion to the portion of the Leased Premises lost in the taking. If more than twenty (20%) percent of the floor area of the building in the Complex shall be taken as aforesaid (whether or not the Leased Premises shall be affected by the taking), Landlord shall have the right to terminate this Lease by notice to Tenant given within sixty (60) calendar days after the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of the unexpired term of this Lease.

SECTION 14.03 Landlord's Damages.

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In the event of any condemnation or taking as herein above provided, whether whole or partial, the Tenant shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and Landlord is to receive the full amount of such award, the Tenant hereby expressly waiving any right or claim to any part thereof.

SECTION 14.04 Tenant's Damages.

Although all damages in the event of any condemnation are to belong to the Landlord whether such damages are awarded as compensation for diminution in value of the Leasehold or the fee of the Leased Premises, Tenant shall have the right to claim and recover from the condemning authority, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment, provided no such claim shall diminish or otherwise adversely affect Landlord's award. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions of Section 14.03 and this Section 14.04.

SECTION 14.05 Sale Under Threat of Condemnation.


A sale by Landlord to any authority having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed a taking under the power of eminent domain for all purposes under this Article.

ARTICLE XV
Default of Tenant

SECTION 15.01 Events of Default.

Upon the happening of one or more of the events as expressed below in (a) to (i), inclusive (individually and collectively, "Event of Default"), the Landlord shall have any and all rights and remedies hereinafter set forth:

- (a) In the event Tenant should fail to pay any monthly installment of Base Rent (or portion thereof) or any other sums required to be paid hereunder, as and when the same became due.
- (b) In the event a petition in bankruptcy (including Chapter X and Chapter XI bankruptcy proceedings or any other reorganization proceedings under the Bankruptcy Code) be filed by the Tenant, or be filed against Tenant, and such petition is not dismissed within sixty (60) calendar days from the filing thereof, or in the event Tenant is adjudged bankrupt.
- (c) In the event an assignment for the benefit of creditors is made by Tenant.
- (d) In the event of an appointment by any court of a receiver or other court officer of Tenant's property and such receivership is not dismissed within thirty (30) calendar days from such appointment.
- (e) In the event Tenant, before the expiration of the Term hereof and without the written consent of the Landlord, vacates the Leased Premises or abandons the possession thereof, or uses the same for purposes other than the purposes for which the same are hereby leased.
- (g) In the event an execution or other legal process is levied upon the goods, furniture, effects or other property of Tenant brought on the Leased Premises, or upon the interest of Tenant in this Lease, and the same is not satisfied or dismissed within ten (10) days from this levy.
- (f) In the event Tenant fails to keep, observe or perform any of the other terms, conditions or covenants on the part of Tenant herein to be kept, observed and performed, within thirty (30) calendar days after written notice thereof is given by Landlord to Tenant specifying the nature of such default, or if the default so specified shall be of such a nature

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that the same cannot reasonably be cured or remedied within said thirty (30) calendar day period, if Tenant shall not in good faith have commenced the curing or remedying of such default within such thirty (30) calendar day period and shall not thereafter continuously and diligently proceed therewith to completion.

(g) In the event Tenant fails to keep, observe or perform any of the terms, conditions or covenants on the part of Tenant herein to be kept, observed and performed as set forth in the rules and regulations of the Landlord applicable during the term of the Lease.

SECTION 15.02 Remedies of Landlord.

In the event of a default which the Tenant fails to cure within the time periods provided in this Lease, the Landlord shall have the immediate right to re-enter the Leased Premises, by summary proceedings, and to dispossess Tenant and all other occupants there from and remove and dispose of all property therein in any manner provided by Florida law. The Landlord shall also have the right, at the option of either, to terminate this Lease upon thirty (30) calendar days written notice to Tenant of its intent to do so because of a default and to thereupon re-enter and take possession of the Leased Premises pursuant to Florida law. In the event of any such default or breach, Landlord also shall have the right, at its option, from time to time, without terminating this Lease, to re-enter and re-let the Leased Premises, or any part thereof, with legal process, as the agent and for the account of Tenant upon such terms and conditions as Landlord may deem advisable or satisfactory, in which event the rents received on such re-letting shall be applied first to the expenses of such re-letting and collection including but not limited to, necessary renovation and alterations of the Leased Premises, reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or which become due Landlord hereunder, and if a sufficient sum shall not be thus realized or secured to pay such sums and other charges, (i) at Landlord's option, Tenant shall pay Landlord any deficiency monthly, notwithstanding Landlord may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Landlord may bring an action therefore as such monthly deficiency shall arise, or (ii) at Landlord's option, the entire deficiency, which is subject to ascertainment for the remaining term of this Lease, shall be immediately due and payable by Tenant. Nothing herein, however, shall be construed to require Landlord to re-enter in any event. The Landlord shall not, in any event, be required to pay Tenant any surplus of any sums received by Landlord on a re-letting of the Leased Premises in excess of the rent provided in this Lease.

(b) In the event the Landlord has secured the right by law to dispossess Tenant of the Leased Premises, and should Tenant fail to remove its property therefrom within fifteen (15) calendar days of written notice from the Landlord, the Landlord shall have the right to remove all or any part of the Tenant's property from the Leased Premises and any property removed may be stored in any public warehouse or elsewhere at the cost of, and for the account of Tenant and the Landlord shall not be responsible for the care or safekeeping thereof, and the Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.

(c) No such re-entry or taking possession of the Leased Premises by the Landlord shall be construed as an election to terminate this Lease. Notwithstanding any such re-letting without termination, the Landlord may at all times thereafter, elect to terminate this Lease for such previous default or breach. Any such re-entry shall be allowed by Tenant without hindrance, and Landlord shall not be liable in damages for any such re-entry, or guilty of trespass or forcible entry.

(d) Any Rent which may be due Landlord, whether by acceleration or otherwise, as herein provided in this Article, shall include Base Rent and Additional Rent and any other costs and expenses denominated as additional rent in this Lease. It shall be deemed that the Rent and Additional Rent for any period after such default would have been at a monthly rate thereafter equal to the average monthly Rent and Additional Rent, which Tenant was theretofore obligated to pay Landlord under the Rent and Additional Rent clauses, during the preceding year.

(e) Any and all rights, remedies and options given in this Lease to Landlord and Tenant shall be cumulative and in addition to and without waiver of or in derogation of any other right or remedy given to it under any law now or hereafter in effect.

SECTION 15.03 Trustee's Rights in Bankruptcy.

In the event that Tenant becomes the subject debtor in a case pending under the United States Bankruptcy Code, Landlord's right to terminate this Lease pursuant to Section 15.02 shall be subject to the rights of the Trustee in Bankruptcy to assume or assign this Lease. The Trustee shall not have the right to assume or assign this Lease unless the Trustee: (i) promptly cures all defaults under this Lease; (ii) compensates Landlord for monetary damages incurred as a result of such default; and (iii) provides adequate assurances of future performance.

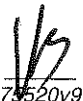
(a) Landlord and Tenant hereby agree in advance that the phrase "adequate assurances of future performance" as used in this Article shall mean that all of the following minimum criteria must be met: (i) the Trustee may pay to Landlord, at the time the next payment of Base Rent is due under this Lease, in addition thereto, an amount equal to the next three (3) payments of Base Rent due under this Lease, said amount to be held by Landlord in escrow until either the Trustee or Tenant defaults under this Lease, whereupon Landlord shall have the right to draw and apply such escrow funds, or until the expiration of this Lease, whereupon such escrow funds shall be promptly returned to the Trustee or Tenant; (ii) Tenant or the Trustee must agree to pay to Landlord, at any time Landlord is authorized to and does draw and apply the escrow funds, an amount necessary to restore such escrow account to the original level required hereunder; (iii) the Trustee must agree that Tenant's business shall be conducted in a first class manner and that no liquidation sales, auctions, or other non-first class business operations or activities shall be conducted on the Premises; (iv) the Trustee must agree that the assumption or assignment of this Lease will not violate or adversely affect the rights of any other tenants in the Complex; and (v) the Trustee must agree that the use of the Premises as stated in this Lease will remain unchanged.

SECTION 15.04 Waiver.

The waiver by the Landlord of any breach of any term, condition or covenant herein contained shall not be waiver of such term, condition or covenant, or any subsequent breach of the same or any other term, condition or covenant herein contained. The consent or approval by the Landlord to or of any act by Tenant requiring either consent or approval shall not be deemed to waive or render unnecessary the Landlord's consent to or approval of any subsequent similar act by Tenant. No re-entry hereunder shall bar the recovery of rents or damages for the breach of any terms, conditions or covenants on the part of Tenant herein contained. The receipt of rent after breach or condition broken, delay on the part of Landlord to enforce any right hereunder, shall not be deemed a waiver of forfeiture, or a waiver of the right of Landlord to annul this Lease or to re-enter the Leased Premises or to re-let same.

SECTION 15.05 Expenses of Enforcement.

In the event any payment due Landlord under this Lease shall not be paid within ten (10) calendar days from the due date, Tenant agrees to pay a late fee in an amount equal to five (5%) percent of the amount which is delinquent. In the event any check, bank draft, order for payment or negotiable instrument given to Landlord for any payment under this Lease shall be dishonored for any reason whatsoever not attributable to the Tenant, Landlord shall be entitled to make an administrative charge to Tenant of One Hundred (\$100.00) Dollars. Tenant recognizes and agrees that the charge which Landlord is entitled to make upon the conditions stated in this Section 15.05 represents, at the time this Lease is made, a

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fair and reasonable estimate and liquidation of the costs of Landlord in the administration of the Leased Premises resulting to Landlord from the events described which costs are not contemplated or included in any other rental or charges provided to be paid by Tenant to Landlord in this Lease. Any charges becoming due under this Section of this Lease shall be added and become due with the next ensuing monthly payment of Base Rent and shall be collectible as a part thereof.

SECTION 15.06 Legal Expenses.

In the event that it shall become necessary for either party to employ the services of an attorney to enforce any of its rights under this Lease or to collect any sums due to it under this Lease or to remedy the breach of any covenant of this Lease to be kept or performed, regardless of whether suit be brought, each party shall pay its attorney for such services.

ARTICLE XVI
Access by Landlord

SECTION 16.01 Right of Entry.

The Landlord and Landlord's agent shall have the right to enter the Leased Premises at all reasonable time, with twenty four (24) hours' prior notice, except in the event of an emergency, to examine the same, and to show them to prospective purchasers or lessees, and to make such repairs, or alterations, improvements or additions, without materially disrupting Tenant's business operations, as the Landlord may deem necessary or desirable, and the Landlord shall be allowed to take all material into and upon the Leased Premises, that may be required therefore without the same constituting an eviction of Tenant in whole or in part and the rent reserved shall in no way abate while said repairs, alterations, improvements or additions are being made unless Tenant is prevented from operating in the Leased Premises in whole or in part, in which event rent shall be proportionately abated during said period. During the six (6) months prior to the expiration of the term of this Lease or any renewal term, Landlord may exhibit the Leased Premises to prospective tenants or purchasers, and place upon the Leased Premises the usual notices "To Let" or "For Sale" which notices Tenant shall permit to remain thereon without molestation. In the event of an emergency, if Tenant shall not be personally present to open and permit an entry into the Leased Premises, when an entry therein shall be necessary, Landlord or Landlord's agents may enter the same without, in any manner, affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the building or any part thereof, except as otherwise herein specifically provided.


SECTION 16.02 Roof and Walls.

The Landlord shall have the exclusive right to use all or any part of the roof of the Leased Premises to maintain, repair, and replace within the Leased Premises pipes, ducts, conduits, wires and all other mechanical equipment serving the Leased Premises. Tenant agrees to give Landlord access to the Leased Premises, with twenty-four (24) hours' prior notice, for the purposes of this Section 16.02.

ARTICLE XVII
Tenant's Property

SECTION 17.01 Taxes on Leasehold or Personalty.

If applicable, Tenant shall be responsible for and shall pay before delinquent the state taxes on a monthly basis during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by the Tenant.

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SECTION 17.02 Loss and Damage.

Landlord shall not be responsible for any damage to property of Tenant located in the Leased Premises nor for the loss of or damage to any property of Tenant by theft or otherwise. Landlord shall not be liable for any such damage caused by other tenants or persons in the Leased Premises, occupants of adjacent property, of the Complex, or the public, or caused by operations in construction of any private, public or quasi-public work.

SECTION 17.03 Notice by Tenant.

Tenant shall give immediate notice to Landlord in case of fire or accidents in the Leased Premises or in the building of which the Leased Premises are a part or of defects therein or in any fixtures or equipment if Tenant has knowledge of same.

ARTICLE XVIII
Holding Over; Successors

SECTION 18.01 Holding Over.

In the event Tenant remains in possession of the Leased Premises after the expiration of the tenancy created hereunder, or any extension thereof, Tenant, at the option of Landlord, shall be deemed to be occupying the Leased Premises as a Tenant from month-to-month, at a monthly rent equal to one and a half (1.5) times the Base Rent payable during the last month of the Lease Term, such tenancy to be subject to all the other conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

SECTION 18.02 Successors.

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and permitted assigns of the said parties; and if there shall be more than one Tenant, they shall be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefits of any assignee of Tenant unless the assignment to such assignee has been approved by the Landlord in writing as provided in Section 11.01 hereof. Nothing contained in this Lease shall in any manner restrict Landlord's right to assign or encumber this Lease and, in the event Landlord sells or transfers its interest in the Leased Premises and the purchaser or transferee assumes Landlord's obligations and covenants of this lease, Landlord shall thereupon be relieved of all further obligations hereunder.

ARTICLE XIX
Quiet Enjoyment

SECTION 19.01 Quiet Enjoyment

Upon payment by the Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby demised without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

ARTICLE XX

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Options

SECTION 20.01 Option to Extend Initial Term

Provided Tenant is in good standing and not in default under the rental payments of this Lease, Landlord hereby gives and grants to Tenant the right, privilege and option of extending the Lease for one (1) additional term of seven (7) years. The extended term will commence from the date of the expiration of the Initial Term. In order to exercise the option to extend the Term of this Lease, Tenant shall give written notice to Landlord of such exercise not less than nine (9) months prior to the expiration of the Initial Term. The Option herein granted to Tenant is not assignable separate and apart from this Lease. If Tenant elects to exercise the Option, the Extension Term shall be upon and subject to all of the terms, covenants and conditions of this Lease including, without limitation, the annual increases to Base Rent described in this Lease, which are three percent (3%) per annum.

ARTICLE XXI
Miscellaneous

SECTION 21.01 Accord and Satisfaction.

No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying the check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in the Lease or by law.

SECTION 21.02 Entire Agreement.

This Lease, and the Exhibits, and Rider, if any, attached hereto and forming a part hereof, set forth all covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, conditions or understandings, either oral or written, between them other than are herein set forth. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

SECTION 21.03 No Partnership.


Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with Tenant.

SECTION 21.04 Force Majeure.

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of an Act of God, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance on any such act shall be extended for a period of such delay.

SECTION 21.05 Notices.

- (a) All notices shall be in writing, including email or facsimile.
- (b) Any notice must be served by certified or registered mail or in the event of a notice of default, by posting by Landlord, or private mail service, for which a postage prepaid, addressed to the notice address for Landlord or Tenant, as

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the case may be, first hereinabove given or such other address as Landlord may designate by written notice. Notice shall be deemed to have been given on the third (3rd) calendar day subsequent to deposit in the U.S. Mail system or upon receipt if by other means of delivery.

(c) Notice shall be deemed to be properly given if addressed to Tenant at its last known address, if such first class mail is refused or otherwise not delivered, or to Tenant at last known email address or facsimile number.

(d) Landlord's Email Address: Luis R. Boschetti / luisboschetti@bfgroupllc.com; Eugene Spano / espano@tqre.net; Facsimile Number: 786.430.0229

Tenant's Email Address: Leroy Garcia / Facilities@careersourcesfl.com ; Facsimile Number: 305-477-0113

SECTION 21.06 Captions and Section Numbers.

The captions, section numbers, article numbers and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

SECTION 21.07 Tenant Defined; Use of Pronoun.



The word "Tenant" shall be deemed and taken to mean each and every person mentioned as a Tenant herein be the same, one or more and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

SECTION 21.08 Brokers Commission.

Each of the parties represents and warrants that it has dealt with no broker or brokers in connection with the execution of this Lease, other than Vivian Gonzalez of Jones Lang LaSalle Brokerage, Inc. ("JLL") representing the Tenant, which shall be paid a brokerage commission in connection to the Lease in accordance to a separate agreement between JLL and Landlord. Landlord agrees to indemnify Tenant against, and hold it harmless from, all liabilities arising from any claim for brokerage commissions or finder's fees resulting from the Landlord's acts (including, without limitation, the cost of counsel fees in connection therewith). Tenant agrees to indemnify Landlord against, and hold it harmless from, all liabilities arising from any claim for brokerage commissions or finder's fees resulting from the Tenant's acts (including, without limitation, the cost of counsel fees in connection therewith).

SECTION 21.09 Partial Invalidity.

If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

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SECTION 21.10 Effectiveness of Lease.

The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises and this Lease becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant, and the receipt of the full security deposit and other sums due, and if paid by check, subject to clearance.

SECTION 21.11 Recording.

Tenant shall not record this Lease or any memorandum thereof without the written consent and joinder of Landlord.

SECTION 21.12 Liability of Landlord.



Anything contained in this Lease at law or in equity to the contrary notwithstanding, Tenant expressly acknowledges and agrees that there shall at no time be or be construed as being any personal liability by or on the part of Landlord under or in respect of this Lease or in any way related thereto or the Leased Premises; it being further acknowledged and agreed that Tenant is accepting this Lease and the estate created hereby upon and subject to the understanding that it shall not enforce or seek to enforce any claim or judgment or any other matter, for money or otherwise, personally or directly against any officer, director, stockholder, partner, principal (disclosed or undisclosed), representative or agent of Landlord, but will look solely to the Landlord's interest in the Leased Premises for the satisfaction of any and all claims, remedies or judgments (or other judicial process) in favor of Tenant requiring the payment of money by Landlord in the event of any breach by Landlord of any of the terms, covenants or agreements to be performed by Landlord under this Lease or otherwise, subject, however, to the prior rights of any ground or underlying lessors or the holders of the mortgages covering the Leased Premises, and no other assets of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claims; such exculpation of personal liability as herein set forth to be absolute, unconditional and without exception of any kind.

SECTION 21.13 Time of the Essence.

Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

SECTION 21.14 Estoppel Information.

When the commencement date is determined, Tenant agrees, upon request of Landlord, to execute and deliver to Landlord, without charge and within fifteen (15) calendar days following request therefore, a written declaration in form satisfactory to Landlord: (i) ratifying this Lease; (ii) confirming the commencement and expiration dates of the Term of this Lease; (iii) certifying that Tenant is in occupancy of the Leased Premises, the date Tenant commenced operating Tenant's business therein and that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended, except by such writings as shall be stated; (iv) that all conditions under this Lease to be performed by Landlord have been satisfied, except such as shall be stated; (v) that there are no defenses or offsets against the enforcement of this Lease by Landlord, or stating those known and claimed by Tenant at the time; (vi) reciting the amount of advance rental, if any, paid by Tenant and the date to which rental has been Paid; and (vii) reciting the amount of security deposited with Landlord, if any. Tenant agrees to execute and deliver similar declarations at any time and from time to time and within fifteen (15) calendar days following request therefore by Landlord or by any mortgage binders or ground or underlying lessor and or purchaser's of the Leased Premises, and each of such parties shall be entitled to rely upon such written declaration made by Tenant. Tenant's refusal to execute the declaration required hereunder within fifteen (15)

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calendar days following the request to perform repairs shall constitute a default hereunder and Landlord shall have such rights and remedies against Tenant as is available to Landlord for Tenant's default.

SECTION 21.15 Mold. Tenant agrees to maintain the Leased Premises in a manner which does not promote or further the development of Mold or a Mold Condition, including, but not limited to blocking the HVAC system and spilling liquids. As used herein, (y) "Mold" means mold, mildew, fungus or other potentially dangerous organisms in amounts sufficient to create a health risk to humans, and (z) "Mold Condition" means the presence or suspected presence of Mold or any condition(s) that reasonably can be expected to give rise to or indicate the presence of Mold, including observed or suspected instances of water damage or intrusion, the presence of wet or damp wood, cellular wallboard, floor coverings or other materials, inappropriate climate control, or discoloration of walls, ceilings or floors. Notwithstanding anything herein to the contrary, Tenant shall give Landlord prompt written notice of the existence of Mold or a Mold Condition in the Leased Premises, and Landlord shall have thirty (30) business days from receipt of such written notice to perform repairs to the extent that Landlord is required to do so under this Lease.

SECTION 21.16 Litigation.

Should either party employ an attorney or attorneys to enforce any of the provisions hereof, or to protect its interests in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, each party shall be responsible for all attorneys' fees and litigation costs, including attorneys' fees at trial and at all appellate levels, if any, expended or incurred in connection.

SECTION 21.17 Waiver of Jury Trial.

TO THE EXTENT PERMITTED BY LAW, TENANT, FOR ITSELF AND ALL PERSONS CLAIMING THROUGH AND UNDER IT, AND LANDLORD, FOR ITSELF AND ALL PERSONS CLAIMING UNDER IT, HEREBY WAIVE A TRIAL BY JURY OF ANY OR ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES HERETO, OR THEIR SUCCESSORS OR ASSIGNS, UNDER OR CONNECTED WITH THIS LEASE OR ANY OF ITS PROVISIONS. THIS WAIVER IS MADE FREELY AND VOLUNTARILY, WITHOUT DURESS AND ONLY AFTER EACH OF THE PARTIES HERETO HAS HAD THE BENEFIT OF ADVICE FROM LEGAL COUNSEL ON THIS SUBJECT. FURTHERMORE, TENANT AGREES THAT IN THE EVENT THAT THE LANDLORD BRINGS AN ACTION AGAINST TENANT FOR EQUITABLE RELIEF, ANY COUNTERCLAIM THAT TENANT MAY ASSERT AGAINST THE LANDLORD, IF ANY, SHALL ONLY BE BROUGHT AGAINST THE LANDLORD IN A SEPARATE, INDEPENDENT PROCEEDING.

SECTION 21.18 Cumulative Remedies.



No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

SECTION 21.19 Choice of Law.

This Lease shall be governed by the laws of the State of Florida. Venue shall be in Miami-Dade County.

SECTION 21.20 Radon Gas.

The following notice is given pursuant to Section 404.056 of the Florida Statutes: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who

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were exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing and radon testing may be obtained from your county public health unit.

SECTION 21.21 Counterparts.

This Lease may be executed in multiple copies, each of which shall be deemed an original, and all of such copies shall together constitute one and the same instrument.

SECTION 21.22 Acceptance of Funds by Landlord.

No receipt of money by the Landlord from the Tenant after the termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Leased Premises shall reinstate, continue or extend the term of this Lease or affect any such notice, demand or suit, unless otherwise agreed to by the parties.

SECTION 21.23 Effective Date of Lease.

Except as otherwise provided herein, all of the terms and provisions of this Lease shall be effective as of the date upon which this Lease has been fully executed by both Landlord and Tenant (the "Effective Date").

SECTION 21.24 Approval of Lease.

Tenant hereby acknowledges that this Lease Agreement is subject to the approval of the Landlord. Tenant hereby authorizes verification of any and all information provided to Landlord, including the release of information by any bank, employer, and any Lender. All such information hereon, and release as authorized above, will be kept confidential.

SECTION 21.25 Lien for Payment of Rent. Tenant hereby pledges and assigns to Landlord as security for the payment of any and all rental or other sums or amounts provided for herein, all of the furniture, and fixtures of Tenant, which shall or may be brought or put on or into said Leased Premises, and Tenant agrees that said lien may be enforced by distress, foreclosure or otherwise, at the election of the Landlord.

SECTION 21.26. Contingency

Provided that an event of default has not occurred under the terms of the lease, Tenant shall have the option to terminate this Lease at any time if Tenant's funding, as appropriated by the Florida Legislature, is reduced or Tenant is unable to continue operating the Use hereunder, at no fault of Tenant, because of a change of land use laws or otherwise, subject to the following terms and conditions:

- (a) Tenant shall provide Landlord with six (6) months prior written notice of its intent to terminate the Lease, and shall have no further obligations to Landlord, time being of the essence,
- (b) Tenant will pay a cancellation fee equal to any unamortized Tenant Improvement Allowance; and brokerage commissions paid by Landlord amortized over a 84-month term (by way of example, assuming that the Tenant Improvement Allowance and brokerage commissions paid by Landlord in connection with this Lease are \$200,000 in the aggregate, such costs amortized over 84 months equals \$2,380.95 per month, and in the event that Tenant terminates the Lease pursuant to this funding contingency during the fortieth (40th) month following the execution of this Lease, then, Tenant shall pay to Landlord the lump sum of \$104,761.90, which lump sum is composed of the amortized costs in the amount of \$2,380.95 per month multiplied by the remaining 44 months of such amortization). The total Tenant Improvement Allowance

amount is currently unknown. Once the actual Tenant Improvement Allowance amount is known to Landlord, Landlord shall provide Tenant with an amortization schedule summarizing the amortization of such Tenant Improvement Allowance over the 84 month amortization period.


- (c) Notwithstanding anything herein to the contrary, the termination right granted to Tenant in this Section 21.24 shall be for the sole and exclusive benefit of Tenant. In the event that Tenant assigns and/or sublets the Leased Premises, the termination right granted to Tenant in in this Section 21.24 shall be null and void and of no force and effect;
- (d) This Lease, and performance and obligations hereunder are subject to and contingent upon an annual appropriation by the Florida Legislature; and
- (e) In the event that such annual appropriation does not occur, or in the alternative, there is either a reduction in funding from the prior annual appropriation and Tenant determines that the annual appropriation is insufficient to meet the requirements of the Lease.

SECTION 21.28. PATRIOT ACT AND HOMELAND SECURITY: Tenant and Landlord represent and warrant that neither Tenant or Landlord including their partners, members, principal stockholders and any other constituent entities nor any person or entity that owns any direct or indirect beneficial interest in Tenant or Landlord is, or is acting directly or indirectly for or on behalf of any group, entity, or nation, named by any Executive Order of the President of the United States or the United States Treasury Department as a terrorist or other "specifically designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <<http://www.treas.gov/ofac/tll>> or at any replacement website or other replacement official publication of such list or other person, entity, nation or transaction banned or blocked pursuant to any law, order, rule or regulation that is enforced or administered by the United States Office of Foreign Assets Control or any successor entity, agency or department (an "SDN"). Tenant and Landlord further represent and warrant that they (i) are currently in compliance with and will at all times during the Term of this Lease (including any extension thereof) remain in compliance with the regulations of the Office of Foreign Asset Control of the Department of the Treasury and any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action relating thereto; and (ii) have not used and will not use funds from illegal activities for any payment made under the Lease.

SECTION 21.29. PUBLIC ENTITY CRIMES CLAUSE: The Landlord complies with the Public Entity Crimes Act (287.133, Florida Statutes) and 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 Landlord is required to inform Tenant immediately upon any change of circumstances regarding this status.

SECTION 21.30. AMERICAN WITH DISABILITIES ACT (ACT): Landlord warrants that, the Leased Premises, including the elevators, access to the 2nd floor lobby servicing the Leased Premises and public bathrooms are in compliance with the American with Disabilities Act, and any state or local laws of similar purpose, and shall indemnify Tenant against any claim, cost or expense arising out of such warranty not being true.

SECTION 21.31. 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.

Landlord 
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Tenant 

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.

SECTION 21.32. COMPLIANCE WITH LAWS: Landlord represents and warrants that the complex is zoned for use as office space. Throughout the initial lease and any renewal term(s), Landlord shall comply with all laws, building and zoning codes applicable to the Complex. Any alterations Tenant makes to the Premises shall be in compliance with all applicable laws.

[signatures on following page]

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IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES
As to Landlord:

[Handwritten signature]
Print Name: Marianne Cordova
[Handwritten signature]
Print Name: Jennifer Duran

LANDLORD:

CUTLER CENTER HOLDINGS, LLC, a Florida limited liability company

[Handwritten signature]
By: _____
Name: Wes Bossett
Title: Auth Signer

WITNESSES
As to Tenant:

TENANT:

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

[Handwritten signature]
Print Name: Nyran H. Smith
[Handwritten signature]
Print Name: Leroy Garcia

witness #1

[Handwritten signature]
By: _____
Name: RICK BEASLEY
Title: EXECUTIVE DIRECTOR

witness #2

EXHIBIT "A"

Site Plan of Leased Premises

Bays A-217/218/219/220/221/222/223/240/241/242/243/244/245/246 – 9820 SF



Landlord W Tenant 205
 MIA 185675520v2
 MIA 185675520v4

Exhibit "B"

THE CENTRE AT CUTLER BAY

RULES AND REGULATIONS

1. **Intended Use.** All Units at The Centre at Cutler Bay shall be used for commercial or office purposes or other purposes permitted by applicable zoning and land use regulations, including, but not limited to offices and retail. No Tenant may use a Unit for any residential purpose. The Common Elements shall be used only for the purposes for which they are intended. The Landlord reserves the right to control and operate all Common Elements in such manner as it deems best for the benefit of all Tenants.
2. **Non-Obstruction.** The sidewalks, entrances, passages and like portions of the Common Elements shall neither be obstructed nor used for any purpose other than for ingress or egress to and from the Property. The Tenant's use of sidewalks, plaza, entrances and exits in the common areas, stairways, fire exits and other Common Elements of the Property is limited to ingress and egress from the Units for each Owner and his employees, licensees and invitees and for no other use. No Tenant shall permit the encumbrance and obstruction of any such area. The Landlord reserves the right to control and operate all Common Elements in such manner as it deems best for the benefit of the Tenants generally.
3. **Personal Property.** The personal property of Tenants must be stored in their respective Units. Each Tenant shall be responsible to insure the interior of their respective unit, including all personal property and fixtures contained therein.
4. **Foreign Objects on Common Elements.** A Tenant shall permit neither anything to fall from a window or door of the Property, nor sweep or throw from the Property any dirt or other substance upon the Common Elements.
5. **Refuse and Garbage.** All refuse and garbage must be deposited with all other refuse in areas designated for such purpose by the Landlord, only at such times, location and in such manner as the Landlord may direct should The Centre at Cutler Bay determine that a Tenant is generating excessive or unreasonable amounts of refuse/garbage, then that Tenant shall be solely responsible to obtain its own garbage dumpster, which shall be placed in an area designated by the Landlord and trash removal services at its sole expense. No garbage/refuse, including but not limited to, empty boxes, trash containers, etc.), shall be placed anywhere outside the Unit except in designated areas. In the event a Tenant fails to deposit garbage/refuse where designated, the Landlord shall properly dispose of same, and the expense shall be the sole responsibility of the violating Tenant. The Landlord shall have the right to require that garbage containers placed within each Unit either in lieu of, or in addition to, any garbage containers located on the Common Elements. Tenants shall be required to arrange for their own trash pick-up unless and until such time as the Landlord elects to arrange for trash pickup for the Property. No construction debris or any items that contaminate the garbage dumpster can be disposed on Property. Construction debris must be dumped off premises.
6. **Sub-Contractors.** The Landlord shall be solely responsible for directing and supervising sub-contractors hired by the Landlord. Any plumbers, electricians, sub-contractors or contractors hired by Tenants shall be licensed and bonded, and evidence of same shall be provided to the Landlord prior to any work to be performed begins.
7. **Inoperative Vehicles/Vehicle Repair.** No vehicle which cannot operate on its own power shall remain on the Property for more than twenty-four (24) hours, and no major repair of vehicles shall be made on the Property. All vehicles violating this provision shall be subject

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to towing at the owner's expense unless approved by Landlord. No vehicle shall obstruct any drive or driveway, or park even temporarily in any manner obstructing drives, driveway, entrances, and exits or parking areas. Further, vehicles with expired license tags, unsightly vehicles (which are determined to be unsightly by the Landlord in its sole discretion), vehicles which remain stationary for seventy-two (72) consecutive hours, and vehicles which are leaking or dripping oil, hydraulic fluid or other liquid or fluid must be removed from the Property.

8. **Access to Assigned Parking.** No vehicle belonging to a Tenant or his guests, invitees, licensees, lessees or employees will be parked so as to impede ready access to another Tenant's parking space, if Limited Common Element parking has been assigned by the Landlord.
9. **Overnight Parking.** The parking areas of the Property shall not be used for storage of trucks, automobiles or other such transportation vehicles. Tenants may park company vehicles overnight on the premises at their own risk.
10. **Automotive/Boat Repairs/Painting.** No commercial, automotive or boat repairs or painting will be permitted on the Property.
11. **Noises.** Tenants shall neither make or permit any disturbing noises in the building by himself/herself or his/her family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that interferes with the rights, comforts or conveniences of the other Tenants.
12. **Radio/television Equipment.** All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall comply fully with all rules, regulations, requirements or recommendations of the public authorities having jurisdiction, and the Tenant alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit. No radio or television installation may be permitted in an Unit that interferes with the television or radio reception of another Unit.
13. **Outside Projections.** No awning, canopy, shutter, window guards, fans, ventilators, air conditioners, exterior antennas, aerials, satellite dishes or other projection shall be attached to or placed upon the outside walls or roof of the building or on the Common Elements without the prior written consent of the Landlord. There shall be no tinting of windows, or the placing of reflective coating on windows, without the prior approval of the Landlord.
14. **Outdoor Plantings; Placement of Items Outside Unit.** Unless prior written approval has been obtained from the Landlord, Tenants shall not grow any type of plant, shrubbery, flower, vine or grass outside his/her Unit; a Tenant shall not place any furniture or equipment outside his/her Unit. In the event that any Owner violates this provision by planting flowers, trees or shrubs outside his/her Unit without obtaining prior written permission from the Landlord, the Landlord, without notice to the Tenant shall be authorized to remove and dispose of such plants, flowers, trees or shrubs at the Tenant's expense. The Landlord shall be authorized to file a lien against the Owner's Unit in the event that the Tenant fails to pay the Landlord's expenses for such removal and disposal.
15. **Hazardous Materials.** In no event shall any illegal, hazardous or dangerous materials or substances be stored or maintained on the Property. For purposes of these Rules and Regulations, "hazardous substances" shall mean and include those elements or compounds that are contained in the list of Hazardous Substances adopted by the United States

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Environmental Protection Agency and a list of toxic pollutants designated by Congress or the Environmental Protection Agency or defined by any other federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards, or conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or any time hereafter in effect.

16. **Flammable/Corrosive Substances.** No flammable, combustible or explosive fluids, corrosive liquids, chemicals or substances shall be kept in bulk in any Unit or on the Common Elements without the prior written consent of the Landlord. No gas tank, gas container or gas cylinder shall be permitted without the prior written consent of the Landlord.
17. **Temporary Structures.** Neither structures of a temporary character, nor trailer, tent, mobile home or recreational vehicle, shall be permitted on the Property at any time or used on the Property at any time as a residence or commercial unit, either temporarily or permanently.
18. **Disposal/Collection.** Tenants shall comply with governmental requirements from time to time for disposal or collection. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
19. **Pets.** Pets, cats, dogs, birds, fish and other animals shall neither be kept nor maintained in or about the Property without Landlord permission. Qualified service animals are permitted.
20. **Plumbing.** Water closets and other plumbing shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags or foreign substances shall be thrown in them. The cost of any damage resulting from misuse shall be borne by the Tenant responsible for the damage.
21. **Noxious Odors.** No noxious or unusual odor shall be generated in a Unit in such quantities that they permeate to the other Units or the Common Elements and become annoyances or become obnoxious to the other Tenants.
22. **Exterior Changes.** No exterior or structural changes of any Unit will be permitted by any Tenant in any manner without the prior written consent of the Landlord.
23. **Roof.** No equipment or access to the roof shall be permitted except as expressly provided herein.
24. **Signs/Notices/Advertisements.** No signs or advertising shall be permitted to be fixed to or from the exterior of the buildings, including windows and doors. Notwithstanding the foregoing, Owners shall be permitted to have their names or other designations on the door leading to their Units; provided, however, the lettering of names and/or other designations and the exact location on or about the door to Units shall be of a size and type permitted by the Landlord. All signs must be approved in writing by the Landlord or its designated representative, who shall have the right to review the proposed signs with respect to design, size, color, location and any other factors deemed relevant by the Landlord or its designated representative.
25. **Plumbing Fixtures.** The toilets, sinks and other plumbing fixtures in or serving the individual Units shall be used only for the purposes for which they were constructed, and no sanitary napkins, feminine hygiene products, acids, vapors, rags or other materials shall be discharged or permitted to be discharged into the waste lines, vents or flues of the Property nor shall any sweepings, rubbish, rags, acids or other foreign substances be deposited therein. Any damage

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resulting from misuse of such fixtures shall be borne by the Owner who shall have caused the damage, including damage caused by his employees, agents, visitors or licensees.

26. **Specifications for Equipment Installation.** The installation and use of any equipment for a Unit shall conform to the generally accepted or recommended technical specifications for the equipment involved and shall not interfere with the use and enjoyment or create any danger to the other Units.
27. **Repair of Damage.** Any damage to the building or Common Elements or equipment caused by a Tenant, his/her guests, licensees, invitees, lessees or employees will be repaired at the expense of the Tenant causing such damage. The Landlord shall have the authority to designate who will make repairs or replacements of the damage referred to herein.
28. **Complaints.** Complaints regarding the management of Units or actions of other Tenants will be made in writing to the Landlord.
29. **Action Resulting in Insurance Increases.** Nothing will be done or kept in a Unit which would result in the Landlord's insurance on the Property being canceled or increased, without the Landlord's prior written consent which may be granted on the condition that the Tenant requesting such consent be required to pay any increased insurance premium resulting from such consent. In the event that the actions of an Owner, his tenants, guests or invitees, cause the rate of insurance for the Property to increase at any time and for any reason, the Owner shall immediately pay to the Landlord an amount equal to the additional insurance premium and any and all other increases necessitated by such actions.
30. **Compliance with Law.** Owners will maintain their Units at all times in compliance with all laws, zoning ordinances, regulations and use restrictions of all governmental authorities having jurisdiction over the Property.
31. **Security.** Each Tenant shall be responsible for the security of his/her Unit. There shall be twenty-four (24) hour access to the Property, and no security company, alarms or guardhouse shall be provided. However, the Landlord, in its sole discretion, may take such measures in the future as it deems reasonably necessary or appropriate for the security of the Common Elements only. In the event guard services or similar security services are implemented, such services shall be a Common Expense of the Landlord. No alarm devices shall be placed on any portion of the Unit or the Common Elements without the prior written consent of the Landlord, who shall have the right to designate a specific location for the placement of such devices.
32. **Deliveries.** Supplies, goods, packages, furniture, equipment and all other items being delivered to a Unit shall be delivered at such times and in such manner as may from time to time be prescribed by the Landlord. Tenants shall be liable for loss or damages he/she causes to any item moved, to any person, to the property of other Tenants or to any part of the Common Elements.
33. **No Solicitations.** Solicitations for any purpose whatsoever are prohibited.
34. **Hurricane Preparations.** Tenants who plan to be absent during the hurricane season must prepare their Unit prior to their departure, must designate a responsible individual to care for such Units should the Units suffer hurricane damage, and must furnish the Landlord with the name of such firm or individual (which firm or individual shall be subject to the approval of the

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Landlord). In the event the Developer provides hurricane shutters, such shutters shall be owned by the Tenants and not the Landlord. Tenants shall be solely responsible for ensuring that the hurricane shutters and all components thereof function properly at all times. Tenants shall be responsible for becoming familiar with the installation and operation of the hurricane shutters. Tenants shall be solely responsible for installing the shutters on the Units in a timely manner so as to avoid damage to the Unit or the Property caused by a hurricane or severe storm. It shall further be the Tenants' responsibility to remove the hurricane shutters when the hurricane or severe storm or threat thereto has subsided. Each Tenant shall indemnify and hold the Landlord harmless from and against any and all causes, claims of action, Liabilities and demands arising out of or in connection with said Tenant's failure to install and/or remove the hurricane shutters that were originally provided by the Developer (if any). In the event the Property is damaged because of a Tenant's improper installation or failure to install the hurricane shutters, such Tenant shall pay all costs of repair.

35. **Locks.** No additional locks shall be placed upon any door without the prior written permission of the Landlord, nor may door locks be changed without such permission. The Landlord may retain a pass key to each Unit and must be allowed admittance thereto at all reasonable times for the purpose of examining the premises.
36. **Food.** Food and beverages may be consumed only in Units. Except for Unit D-101 and other Units that may operate takeout services in accordance with permission from Landlord, if any, no devices for cooking, cooling or heating food may be used, with the exception of microwave ovens, automatic coffee dispensers, refrigerators and hot plates, by any Tenant without the prior written permission of the Landlord. In any event, no use of appliances shall be permitted which would create a noxious odor in any of the Units.
37. **Moving.** All moving of furniture, fixtures or other heavy or bulky items into or out of each Unit shall be subject to the supervision and direction of the Landlord. The loading or unloading of items shall not cause an undue burden to the Property or the Units. Prearrangement for all moving shall be made with the Landlord with respect to the time, method, and routing of the move. *Each* Owner expressly assumes all risk of loss of and damage to any item so moved, as well as liability for injury to any person, whether or not engaged in such moving, and liability in regard to the loss of or damage to the property of the Owner, or damage to any part of the Common Elements. The Landlord shall not be liable for the act of any person engaged in such moving, nor for any injury to persons or damage or loss to property resulting directly or indirectly from any act in connection with such moving, and each Owner shall be and remain liable for any and all damages the person or property arising herefrom, whether occurring on or about the Property or upon the Units thereon.
38. **No Nuisance.** No Owner shall commit or permit any nuisance or immoral or illegal acts to be done or maintained in or about the Property.
39. **Maintenance.** All maintenance of the interior of each Unit will be the responsibility of the Owner and must be appropriately maintained such that any interior area visible from the Common Elements does not degrade the overall appearance of the Property. Each Owner is fully responsible for the protection of his/her Unit and the contents thereof from robbery, theft, vandalism, pilferage or other loss.



40. **False Alarms.** Municipalities and/or counties charge property owners fines or other assessments in the event that smoke or burglar alarms trip, or otherwise go off on multiple occurrences. Tenants shall be solely and exclusively liable, and responsible for the payment of any such fines and/or assessments levied by the municipalities and/or counties arising out of the smoke or burglar alarm going off. The Landlord shall not be in anyway responsible for the payments of such fines or assessments. Tenants shall notify the Landlord in the event any telephone calls or correspondence are received regarding the alarm system(s), regardless of how delivered. Furthermore, Tenants shall be solely and exclusively responsible for the payment of any and all costs and expenses related to any damage, and tampering of the fire alarm, smoke alarm or sprinkler system.
41. **Compliance by Landlord.** Notwithstanding anything herein to the contrary, the foregoing rules and regulations shall not be applied to the Landlord, its agents, employees and contractors or to Units owned by the Landlord.
42. **Relief.** The Landlord shall have the power but not the obligation to grant relief to one or more Tenants under the particular circumstances involved from the provisions of specific restrictions contained in the Rules and Regulations upon written request therefor, and for good cause shown in the sole opinion of the Landlord. Employees of the Landlord will not be sent off the Property by a Tenant, at any time or for any purpose.
43. **Failure to Comply with Rules and Regulations.** Every Tenant and occupant shall comply with these Rules and Regulations as set forth herein, and any and all rules and regulations which from time to time may be adopted, and the provisions of the Landlord, By-laws and Articles of Incorporation of the Landlord as amended from time to time. Failure of a Tenant or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, a lien being placed upon the violating Tenant's property, or any combination thereof. The Landlord shall have the right to suspend use of facilities in the event of failure to comply as such.
44. **Additional Rules and Regulations.** The Landlord reserves the right to make such other reasonable Rules and Regulations from time to time as may be determined to be necessary or appropriate for the safety, care, protection, cleanliness, water and good order of the Property and its Owners. Any such other Rules and Regulations shall be binding upon each Owner with the same force and effect as if the same had been included herein and in existence at the time the Owner had acquired its interest in the Unit. The Landlord further reserves the right at any time to modify or revoke an existing Rule or Regulation.

VB 2/15

EXHIBIT "C"
Reserved

Landlord VA Tenant RS
MIA 185675520v9

EXHIBIT "D"

Storm Policy

This is the Tenant weather emergency plan. As part of this plan, we require that all tenants do the following:

Insurance: If applicable, make sure that all insurance coverage's, (including flood, hazard and liability) are in place, up to date, and for the proper limits of coverage. In most cases, insurance coverage is difficult or impossible to get as the hurricane season progresses and when storms enter the area.

Inside the Unit:

Computers: Make sure to have an up-to-date back up of all data and hard copies of other critical documents are made and moved off site. In addition, it is recommended to make copies of actual software applications to be kept of site as well. A back up of the data; if needed will be of little use without the program files.

Furniture: All furniture & computers are to be covered and elevated off the floor in order to avoid damage from water intrusion.

As a reminder, the Lessor's policy does not cover the Tenant's personal property losses for any reason!

Outside the unit:

There should NOT be any materials of any type stored outside; this includes trash, pallets, surplus supplies, etc.


Shutters: Tenant is responsible for the installation and removal of all windstorm protection, including, but not limited to, hurricane shutters at no cost to the Landlord.

Hurricane Watch: (Indicates that residents of coastal areas will experience hurricane conditions within 36 hours) Once a Hurricane Watch has been issued by the National Weather Service all tenants are to start install shutters on their units.

Hurricane Warning: (Indicates sustained winds of at least 74 mph are predicted for a designated area within 24 hours) Once a Hurricane Warning has been issued by the National Weather Service all tenants have 6 hours to finish any last minute preparations. If units are not shuttered by this designated time, management will take it upon itself to install the shutters and the tenant will be billed for the cost.

At no time should a tenant stay in their unit during a hurricane and tenant should only attempt to go to The Centre once the hurricane has completely moved out of our area.

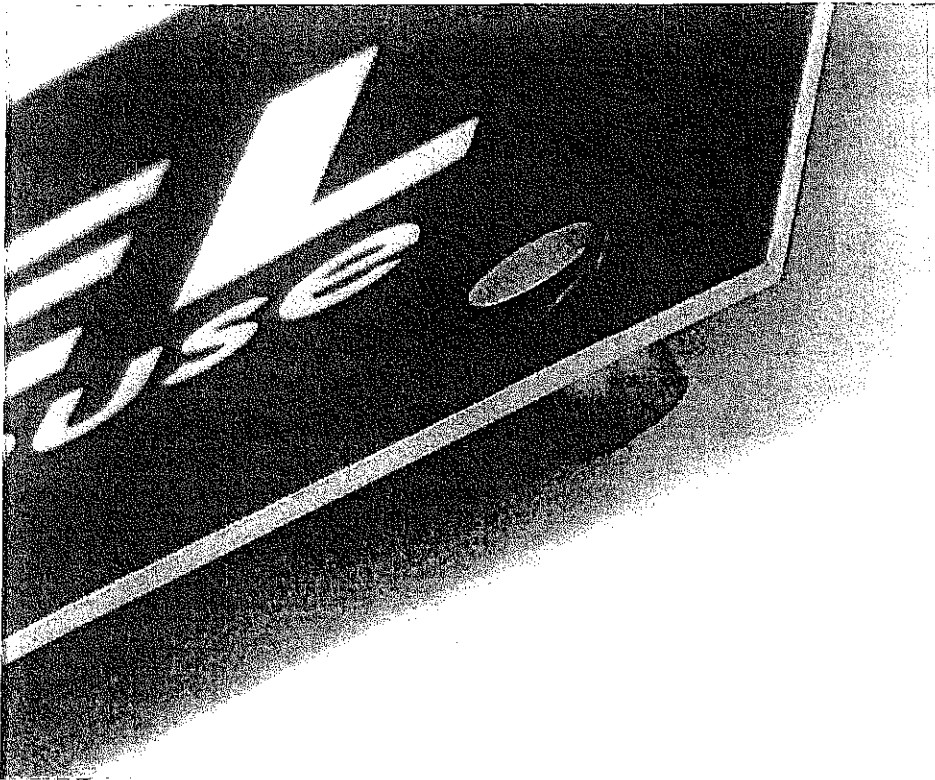
Should your unit sustain any damages please notify your insurance company and our management office.

Landlord 
MIA 185675620v9

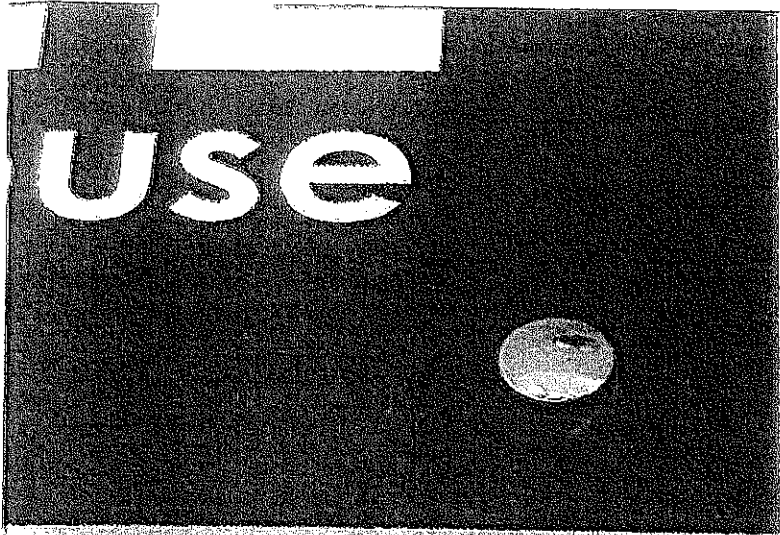
Tenant 

VISUALAPEEL
creative house

131



VH 23



VA 25

Exhibit " E"

Sign Policy

The signs for The Centre of Cutler Bay should be as follows:

Specification for Non-Illuminated Signs

Made of 1/4" White PVC
Mounted on 4 mm Vinyl
Laminated with 3mm UV Matte Finish

Font: Century Gothic Bold
Centered
Maximum 2 lines centered
100 % PMS 294c Blue Background

Logo: Should be no more then 24" x 24"
(may be in color or in white)

Mounting:
1.5" Diameter standoff in chrome finish
Installed with 6 concrete tap cons

Specification for Illuminated Signs:

Please check with management office regarding proposed illuminated signage.

Wording:

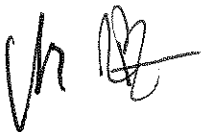
The only wording allowed on your sign is the name and logo of the company. ALL SIGNS NEED TO BE APPROVED BY THE MANAGEMENT OFFICE before installation, as per section 6.04 of your lease. If any signs are installed without our prior approval the tenant will be fined for the removal of said sign.

Size of Signs:

Building A: 7' W x 2' H
Building B: 8.0' W x 2.5' H
Building C: 7.5' W x 2.5' H

Elevation drawings for permitting:

Please contact your Sign company for further instructions.



Door Signage:

The door signage that has been approved by Management goes as follows:

Dimension: 16" W x 12" H

Color: White Vinyl

Wording: Store hours, & Phone Number

Name of Company:

Dimensions: No larger than 5 Inches high.

Color: White Vinyl

Wording: Name of Company and color logo only

ALL LAYOUTS MUST BE APPROVED BY MANAGEMENT.

Sample of Door Sign:



VK RS

EXHIBIT "F"
Construction Policy

1. All heavy and loud construction work needs to be completed after hours (5pm) as to not disturb the other tenants in the building. If construction work needs to be completed after hours you must notify the management office 24 hours in advance. (Refer to Rules & Regulations Paragraph 11)

2. Light constructions such as tile installation, painting, etc.. can be done during regular business hours as long as no disruption is created for the other tenants in the building. (Refer to Article XIX of lease Quite Enjoyment)

3. In the case that the construction of Tenant's improvements requires permits, the tenant is required to pull his/hers permits for the improvements tenant is constructing. The Management office will assist with blueprints and anything else the tenant may require for the permit process.

4. Any plumbers, electricians, or sub- contractors of any kind need to be licensed and bonded. (Refer to Rules & Regulation paragraph 6)

5. Any and all Construction debris must be disposed of at public garbage collection centers, and not in the Complex dumpsters. Should you require an on-site dumpster please contact management.

6. All common areas MUST be left clean by the end of work day (5pm). No construction debris, materials, furniture, etc... should be placed, or left in common areas.

7. Fire Alarm and Sprinklers cannot be touched, moved, disconnected for any reason. If you need to relocate either, you must contact the management office immediately. Should the Fire Alarm system be activated because of tenant negligence, tenant will be charge. (Refer to Rules & Regulation Paragraph 40)

8. When using elevators, the following rules must be followed: only one (1) elevator can be used for transporting materials and elevator pads must be installed (pads will be provided to you each morning by the management office and must be returned be 5pm nightly). No materials can be transported in said elevator without the safety pads. If tenant is caught not using pads, the tenant will be fined. The other elevators must be left available for use by other unit tenants and customers of the Centre.

EXHIBIT "G"
Move-In/Out Policy

1. Tenants must schedule the move-in/move out with the management office at least three (3) days in advance of a move-in or move-out of the building. Moving in and out must be done between the hours of 9:00 a.m. and 5:00 p.m.

2. Moving in and out must be done using only one (1) elevator and elevator pads must be installed (pads will be provided to you the morning of the move in by the management office). The other elevators must be left available for use by the other unit tenants and customers of the Complex.

3. The tenant must pay a deposit of \$150 for the move-in, to the management office prior to the day of moving, whether new to the Complex or a current tenant moving to a different unit. The entire deposit will be returned at the completion of the move-in after inspection of the common and limited common areas for any damage caused during the move. The unit tenant must pay a deposit of \$150 for the move-out to the Management office prior to the day of moving. The entire deposit will be returned at the completion of the move-out after inspection of the common and limited common areas for any damage caused during the move. The move-in/move out fees are to be payable by check to the, The Centre at Cutler Bay and shall be delivered to the managing agent.

4. Any damages caused during a move-in or move-out will be charged to the tenant. Therefore, the tenant should inspect the moving route prior to the move, note any prior damages of the common elements and limited common elements, and notify the management company in writing of any prior damages of the common elements and limited common elements.

5. Damages caused by a tenant in excess of \$150.00, will be charged to the tenant and/or retained from their security deposit.

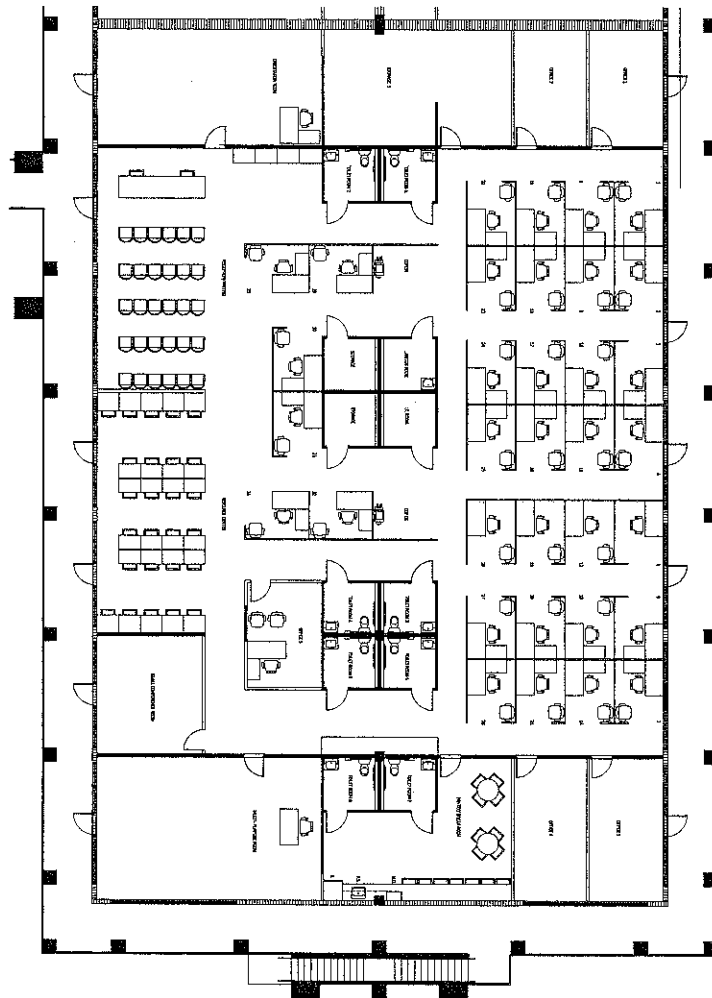
6. Heavy furniture and other objects may not to be placed on the landscaping as to cause damage during the move. Unit tenants must remove all debris created by the move.

7. During a move-in or move-out, boxes, furniture and other items may not be lined-up in the common hallways. In addition, all boxes should be broken down and thrown away in the garbage receptacles located in the outskirts of the Complex. (Refer to Rules and Regulation paragraph 2)

Landlord VS Tenant RS
MIA 185675520v9

Exhibit "H"

Space Plan



NEW FLOOR PLAN

SCALE: 1/8" = 1'-0"

Handwritten initials: Vb MB

A-	NEW FLOOR PLAN	WORK FORCE-CENTER AT CUTLER BAY UNIT: INTERIOR RENOVATION 18901 SW 105 AVENUE, MIAMI, FL 33157		



Exhibit H-1
Specifications & Finish Details

CareerSource Facilities Include:

- | | |
|---|--|
| 1. Reception/Waiting area. | 6. File Room. |
| 2. Resource Room. | 7. Closed Offices. |
| 3. Support Cubicle Offices. | 8. Pantry/Break Room. |
| 4. Multi-Function and Orientation Room. | 9. General Public and Staff Bathrooms. |
| 5. Storage Room. | 10. IT Room |

1. Reception /Waiting area Materials and Finishes

Floors	Ceramic tile of mutually agreeable specification, with epoxy grout.
Base	4" ceramic tile base.
Walls	Gypsum wallboard with color specified by CS.
Accent Wall	Gypsum wallboard with color specified by CS.
Ceilings	Existing acoustic tile on exposed grid suspension system. Not painted.
Doors	N/A.
Electrical	Additional outlet for accent lighting above Reception Desk.
Lighting	Accent lighting fixture above Reception Desk approved by CS.
IT:	Associated IT costs responsibility of CS.

2. Resource Room Materials and Finishes

Floors	Ceramic tile of mutually agreeable specification, with epoxy grout.
Base	4" ceramic tile base.
Walls	Gypsum wallboard with color specified by CS.

Ceilings	Existing acoustic tile on exposed grid suspension system. Not painted.
Doors	N/A
Electrical	Electric and Phone Sources dropped from Ceiling consistent with computer terminal locations as required by CS.
IT:	Associated IT costs responsibility of CS.

3. Support Cubicle Office Materials and Finishes

Floors	Ceramic tile of mutually agreeable specification, with epoxy grout.
Base	4" ceramic tile base.
Walls	Gypsum wallboard with color specified by CS.
Ceilings	Existing acoustic tile on exposed grid suspension system. Not painted.
Doors	N/A.
Electrical	Electric and Phone Sources dropped from Ceiling consistent with cubicle locations.
Lighting	Overhead fluorescent lighting shifted (when necessary) to be consistent with cubicle locations.
IT:	Associated IT costs responsibility of CS.

4. Multi-Function and Orientation Room Materials and Finishes

Floors	Ceramic tile of mutually agreeable specification, with epoxy grout.
Base	4" ceramic tile base.
Walls	Gypsum wallboard with color specified by CS.
Ceilings	Existing acoustic tile on exposed grid suspension system. Not painted.

MS KB

Doors	Solid core, single French door with hardwood veneer. Door hardware consistent with code requirements and approved by CS.
Electrical	Electric and Phone Sources dropped from Ceiling consistent with two (2) meeting spaces. Electrical and data to ceiling for installation of overhead projector and screen
Lighting	Overhead fluorescent lighting shifted (when necessary) to be consistent with meeting spaces.
IT:	Associated IT costs responsibility of CS.

5. Storage Room Materials and Finishes

Floors	Ceramic tile of mutually agreeable specification, with epoxy grout.
Base	4" ceramic tile base.
Walls	Gypsum wallboard with color specified by CS.
Ceilings	Existing acoustic tile on exposed grid suspension system. Not painted.
Doors	Solid core, door with hardwood veneer. Door hardware consistent with code requirements and approved by CS.
Electrical	Electric dropped from Ceiling locations as required by CS.

6. File Room Areas Materials and Finishes

Floors	Ceramic tile of mutually agreeable specification, with epoxy grout.
Base	4" ceramic tile base.
Walls	Gypsum wallboard with color specified by CS.
Ceilings	Existing acoustic tile on exposed grid suspension system. Not painted.
Doors	Solid core, single door with hardwood veneer. Door hardware consistent with code requirements and approved by CS.

VRB

Electrical Electric and Phone Sources dropped from Ceiling consistent with copier/fax machine location and computer terminal locations as required by CS.

IT: Associated IT costs responsibility of CS.

7. Closed Office Materials and Finishes

Floors Ceramic tile of mutually agreeable specification, with epoxy grout.

Base 4" ceramic tile base.

Walls Gypsum wallboard with color specified by CS.

Ceilings Existing acoustic tile on exposed grid suspension system. Not painted.

Doors Solid core, single French door with hardwood veneer. Door hardware consistent with code requirements and approved by CS.

Electrical Electric and Phone Sources dropped from Ceiling consistent with six (6) cubicle locations.

Lighting Overhead fluorescent lighting shifted (when necessary) to be consistent with six (6) Closed Offices.

IT: Associated IT costs responsibility of CS.

8. Pantry/Break Room Materials and Finishes

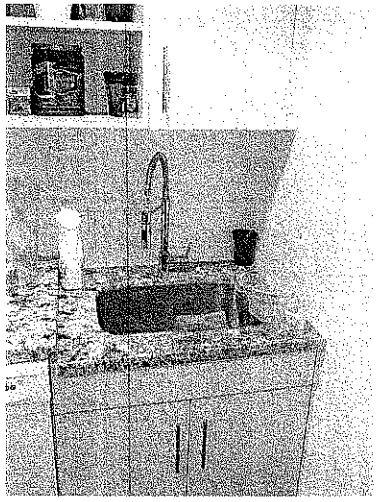
Floors Ceramic tile of mutually agreeable specification, with epoxy grout.

Base 4" ceramic tile base.

Walls Gypsum wallboard with color specified by CS.

Ceilings Existing acoustic tile on exposed grid suspension system. Not painted.

Doors Solid core, single French door with hardwood veneer. Door hardware consistent with code requirements and approved by CS.

Electrical	Electric relocated to provide for Refrigerator, Microwave locations per plan.	
Lighting	Overhead fluorescent lighting shifted (when necessary) to be consistent with Pantry.	
Plumbing	Water and drainage provided for Pantry Sink, and Refrigerator locations per plan.	
Cabinetry	White on white, upper and lower cabinetry and handle pulls consistent with attached photo.	
Countertops	Natural solid counter tops consistent with attached photo.	
Pantry Backsplash	White tile backsplash or solid surface equivalent consistent with attached photo.	
Plumbing Fixtures	Kitchenette faucet consistent with attached photo. A simpler faucet is acceptable.	
Appliances	Refrigerator with ice maker and Microwave installed per plan. White appliances are acceptable	
Accessories	Hand towel dispenser.	

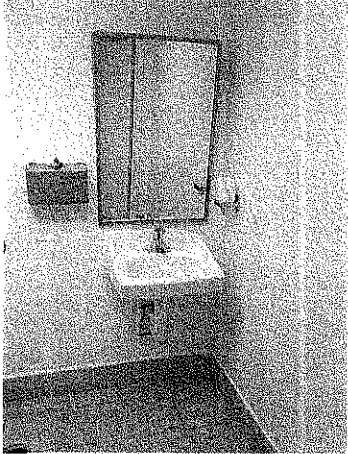
9. General Public and staff Bathroom Materials and Finishes

Floors	As currently built, 12" x 12" ceramic tile.
Base	As currently built, 4" ceramic tile base.
Walls	Gypsum wallboard with color specified by CS.
Ceilings	Existing acoustic tile on exposed grid suspension system. Not painted.
Doors	As currently built.
Lighting	As currently built overhead fluorescent.

VH MB

Plumbing As currently built, toilet, handicap accessible sink and plumbing fixtures.

Hardware and accessories As currently built per attached photo except Owner will install electric hand dryer per coordinated specification



10. IT room Materials and Finishes

Floors As currently built, 12" x 12" ceramic tile.

Base As currently built, 4" ceramic tile base.

Walls Gypsum wallboard with color specified by CS.

Ceilings Existing acoustic tile on exposed grid suspension system. Not painted.

Doors As currently built or louvered door per discussions with IT

Electrical Electric and Phone Sources dropped from Ceiling as needed for CSSF IT needs

Lighting As currently built overhead fluorescent.

IT: Associated IT costs responsibility of CS.

Note on Specifications and Finish Details: Owner reserves the right to change a material or finish to a specification of similar or greater quality due to availability of product or out of necessity to maintain the Construction Schedule.

VBS MS

Exhibit "I"



Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012533202C-1	11/30/2012	11/30/2017	COUNTY GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

SOUTH FLORIDA WORKFORCE
7300 NW 19TH ST STE 500
MIAMI FL 33126-1234

11-29-12 11:58 AM R040

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Ricky Campbell

From: Gonzalez, Vivian <Vivian.Gonzalez@am.jll.com>
Sent: Wednesday, May 17, 2017 12:50 PM
To: Leroy Garcia; Ricky Campbell
Subject: FW: Centre at Cutler Bay - Career Source Executed Lease

Importance: High

Please note per the e-mail below there is no date on the 1st page. The attorney is going to date the owner's original May 12, 2017. Please do the same on your 2 originals to be consistent.

Thank you.

Vivian Gonzalez
Vice President, Brokerage
JLL
601 Brickell Key Drive, Suite 1000 | Miami, FL 33131
Tel + 1 305 960 8422 Mobile + 1 305 490 5753
www.jll.com
Vivian.Gonzalez@am.jll.com



From: FragaR@gtlaw.com [<mailto:FragaR@gtlaw.com>]
Sent: Wednesday, May 17, 2017 11:20 AM
To: Gonzalez, Vivian <Vivian.Gonzalez@am.jll.com>
Cc: espano@tqre.net; luisboschetti@bfgroupplc.com
Subject: FW: Career Source Executed Lease

Hi Vivian,

I hope that all is well.

In the signed leases, the top of 1st page is not dated. What date do we use so that the date on the landlord's copy and the tenant's copy be the same.

Thanks

Ricky

If you are not an intended recipient of confidential and privileged information in this email, please delete it, notify us immediately at postmaster@gtlaw.com, and do not use or disseminate such information.

This email is for the use of the intended recipient(s) only. If you have received this email in error, please notify the sender immediately and then delete it. If you are not the intended recipient, you must not keep, use, disclose, copy or distribute this email without the author's prior permission. We have taken precautions to minimize the risk of transmitting software viruses, but we advise you to carry out your own virus checks on any attachment to this message. We cannot accept liability for any loss or damage caused by software viruses. The information contained in this communication may be confidential and may be subject to the attorney-client privilege. If you

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD dba CAREERSOURCE SOUTH FLORIDA

Payee Cutler Center Holdings LLC
 Vendor ID 455195131

65589
 05/01/2017

Invoice	Invoice Date	Description	Amount to Pay
PERRINE-SECURITY...	4/21/2017	PERRINE 2 MONTHS SECURITY DEPOSIT 2018	\$40,507.50

Total Check Amount: \$40,507.50

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD dba
 CAREERSOURCE SOUTH FLORIDA
 7300 CORPORATE CENTER DRIVE SUITE 500 MIAMI, FLORIDA 33126

WELLS FARGO BANK, N.A.
 05/24/2017

65589

***Forty Thousand Five Hundred Seven and 50/100 Dollars

VOID AFTER 90 DAYS

DATE

AMOUNT

05/01/2017

\$40,507.50

PAY
 TO THE Cutler Center Holdings LLC
 ORDER 18901 SW 106 Avenue, Suite A-215
 OF Miami, FL 33157



⑈65589⑈ ⑆0121000248⑆ 2000016114946⑈