

## NONRESIDENTIAL LEASE

THIS LEASE is made effective as of November 8, 2018, by and between **Summus Property Owners, LLC**, a Florida limited liability company of 505 W Hickpochee Avenue, Suite 200, LaBelle, FL 33935 ("**Landlord**"), and **Southwest Florida Workforce Development Board, Inc.**, a Florida not-for-profit corporation, of 6800 Shoppes at Plantation Dr., Suite 170, Fort Myers, Florida 33912 ("**Tenant**").

### Recitals

Landlord has contracted to purchase that certain improved real property in Lee County, Florida, legally described on **Exhibit A** attached hereto (the "**Property**"). The Property is located at 6800 Shoppes at Plantation Dr., Fort Myers, Florida 33912. The Property improvements consist of those improved spaces identified as A through L on **Exhibit B-1** plus the other common areas (the collectively the "**Center**"). Spaces A through L as depicted on **Exhibit B-1** are collectively described herein as the "**Building**". This Lease is for a portion of the space within the Building identified as space A on **Exhibit B-2** and is known as Suite 170 (the "**Premises**").

#### 1 Introductory Provisions.

1.1 Condition Precedent to Landlord's Duties and Obligations. The Landlord's closing of the purchase of the Property is a condition precedent to the Landlord's duties and obligations as described herein, and a condition precedent to the Tenant's rights and tenancy as described herein. The Landlord's closing of the purchase of the Property is scheduled to occur on or before 12/14/18. If for whatever reason the Landlord's closing of the purchase of the Property does not occur, and Landlord does not provide Tenant written notice of the closing, on or before 1/31/19, then Landlord will notify the Tenant in writing and this Lease shall be considered terminated and the Tenant's partial payment of last's month's Rent as described in 1.2.7 shall be refunded to Tenant.

1.2 Fundamental Lease Provisions. Certain fundamental provisions are presented in this Section in summary form to facilitate convenient reference by the parties.

1.2.1 Lease Commencement Date: The date the later of (i) the last of the Landlord or Tenant signs this Lease; or, (ii) the date the Landlord acquires fee simple title to the Property and provides Tenant written notice of the same; shall be the **Lease Commencement Date**. Tenant shall be entitled to possession of the Premises on the Lease Commencement Date.

1.2.2 Term, Options To Renew, and Renewal Term Expense Allowance: The term of this Lease begins on the Rent Commencement Date and ends on June 30, 2029 (the "**Lease Termination Date**"). The term "**Lease Year**" means a period of 365 consecutive calendar days beginning on the Rent Commencement Date or the annual anniversary thereof as applicable. Tenant shall have three (3) options to renew this Lease, each for five (5) year terms. Each time Tenant renews the Lease for an additional five year renewal term, Landlord shall provide Tenant a capital expense allowance as provided in 4.3.1. of this Lease.

1.2.3 Permitted Use: office and related uses, specifically including the right to hold public meetings, special events, job fairs, job training and workshops. Tenant's use of the Premises shall be subject to those certain recorded instruments described on **Exhibit C** attached hereto; provided, however, that Landlord represents that Tenant's listed uses are permitted and not prohibited by the foregoing instruments.

1.2.4 Size of Premises: 28,953 rentable sq. ft. +/- within the Building.

1.2.5 Annual Rent: The Annual Rent is described on **Exhibit D** attached hereto. Annual Rent shall be payable in equal consecutive monthly installments plus applicable tax (unless Tenant provides Landlord adequate documentation of Tenant's sales tax exempt status). Tenant's

payment of Annual Rent installments shall begin on the Rent Commencement Date. The “**Rent Commencement Date**” shall be the later to occur of the following: July 1, 2019; or, the date the final certificate of occupancy from the applicable governmental entity is issued for the Landlord Improvements and Landlord provides Tenant with written notice of the same (“**Completion Notice**”). However, if that date is not the first day of the month, then the Rent for that month will be pro-rated and the Rent thereafter shall be due on the first day of each month. Annual Rent shall increase each Lease Year. Each Lease Year (including each year of each renewal term) the Annual Rent shall be 103% of the Annual Rent for the previous Lease Year. Monthly rent installments shall be paid by electronic transfer (ACH or wire) on or before the first day of each month.

1.2.6 Full Service Lease: This is a “Full Service Lease”, it being the intent of the Landlord and Tenant that except as expressly set forth to the contrary herein (including but not limited to 6.2.1.), Landlord shall pay the “**Full Service Operating Expenses**” described on Exhibit E attached hereto.

1.2.7 Deposit of partial payment of last month’s Rent: On the Lease Commencement Date, Tenant shall pay Landlord, Fifty Thousand Dollars (\$50,000.00) as partial payment of Tenant’s last month’s Rent. Tenant shall put the electric (FP&L) for the Premises in Tenant’s name by the Rent Commencement Date, at which time the Tenant shall be responsible for payment of electricity expenses; any bills for those utilities shall be pro-rated as of the Rent Commencement Date, with Tenant responsible for payment beginning on the Rent Commencement Date and thereafter. On or before the date the certificate of occupancy is issued for the Landlord Improvements, if and to the extent required by FP&L, Tenant shall make an electric (FP&L) deposit (with any current deposit being paid directly back to the Landlord). Electricity charges shall be paid directly by the Tenant and are in addition to, and not included in the Rent.

1.2.8 Landlord Improvements: Landlord, at Landlord’s expense, shall make those improvements described on Exhibit F (“**Landlord Improvements**”). Landlord shall use commercially reasonable efforts to complete the Landlord Improvements by 6/21/19. If the Landlord does not do so, Tenant may at its own expense and if Tenant so elects in its discretion, have access to those portions of the parking lot as designated by Landlord, to locate temporary trailers without paying any rent to Landlord; however, Landlord makes no representation or warranty regarding the legality of that use. Landlord agrees to cooperate with Tenant in any permitting required for such temporary trailers. The Landlord Improvements shall not include any furniture, fixtures, or equipment, all of which shall be furnished by Tenant at Tenant’s sole expense. The Landlord Improvements will be made according to applicable ADA requirements. In the event Landlord has not provided the Completion Notice prior to 9/21/19, Landlord shall give Tenant a credit against future rent for the actual costs and expenses paid by Tenant relating to Tenant’s rental, use and placement of temporary trailers and/or other rental expenses incurred by Tenant from 9/21/19 through the date upon which Landlord delivers the Completion Notice, up to an aggregate maximum amount of \$10,000.00 per month. If Landlord fails to deliver the Completion Notice to Tenant by 5:00 p.m., on 12/31/19, then prior to 1/15/20 Tenant may terminate this Lease by written notice to Landlord, and thereafter this Lease shall be considered terminated and the Tenant’s partial payment of last month’s Rent as described in 1.2.7 shall be refunded to Tenant. If Tenant fails to timely terminate the Lease, then Tenant’s right to do so shall be considered waived. Upon completion, the Landlord Improvements become part of the Building.

1.2.9 Tenant’s Acceptance of Premises: Upon Tenant taking possession of the Premises, following the issuance of the final certificate of occupancy for the Landlord Improvements, and Landlord’s substantial completion of a punch list prepared by Tenant subsequent to the completion of the Landlord Improvements, Tenant shall be conclusively considered to have accepted the Leased Premises, in their AS IS condition, without any representation, warranty or recourse as to condition.

1.2.10 Landlord’s Lien, Security Interest, Security Agreement: deleted.

1.3 Agreement. In consideration of the Rent and other sums payable to Landlord hereunder and the covenants and agreements to be observed and performed by Tenant, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises for the Term, at the rental and upon the conditions and covenants set forth.

2 Premises. The legal description of the Property is attached hereto as Exhibit A. The Premises includes Suite 170 within the Building on the Property, as depicted on Exhibit B.

3 Payment of Tenant's partial payment of last's month's Rent. On the Rent Commencement Date Tenant shall pay Landlord the Tenant's partial payment of last month's Rent in the amount of \$50,000.00.

4 Term And Option Terms.

4.1 Lease Term. The term of this Lease (the "**Term**") shall commence on the Rent Commencement Date and shall expire on the Lease Termination Date.

4.2 Tenant's Right To Terminate For Failure of Appropriations. Notwithstanding anything contained in this Lease to the contrary, Tenant's performance and obligations under this Lease are expressly contingent upon an annual appropriation from the State of Florida and the federal government. If the State of Florida or the federal government fail to appropriate sufficient funding to enable Tenant to continue its obligations hereunder, Tenant may terminate this Lease without penalty to Tenant by providing Landlord with six (6) months prior written notice of the termination date together with written documentation of the failure of the appropriations. Upon such termination the Lease shall be treated as if expired by the effluxion of time, and Tenant shall receive a refund of any prepaid sums and the parties shall thereafter have no further rights, duties, obligations, or liabilities hereunder, including, without limitation, any future payment obligations relating to Annual Rent, Additional Rent and other sums due hereunder.

4.3 Option Terms. As long as Lessee is not in default, and as long as this Lease has not been terminated or cancelled pursuant to other provisions of this Lease, Lessee may extend the Lease Termination Date, and this Lease for three (3) additional five (5) year periods (each an "**Option Term**"), upon the same terms and conditions, except the Annual Rent. Tenant shall exercise its option by written notice (the "**Option Notice**"), to Landlord not fewer than one-hundred and eighty (180) calendar days before the Lease Termination Date of the current Term, otherwise Tenant's option shall be null and void without notice. Annual Rent for the first year of the first Option Term shall be determined by the following formula (the "**Option Rent Formula**"): \$19.00 psf plus the Full Service Operating Expenses for the previous year ("**Option Term Initial Rent**"). Rent shall continue to be paid in equal monthly installments. The Annual Rent for each year thereafter, including each year of each subsequent Option Term, shall increase to 103% of the Annual Rent for previous year. Within fifteen (15) days of Landlord's receipt of the Tenant's Option Notice, Landlord shall provide Tenant written notice of the Annual Rent for the first year of the Option Term based on the Option Rent Formula. Tenant shall have fifteen (15) days from receipt of the Landlord's notice within which to notify Landlord in writing that Tenant accepts the Option Term Initial Rent or that the Tenant objects to the Option Term Initial Rent. If Tenant fails to provide Landlord timely written notice that Tenant objects to the Option Term Initial Rent, then that shall be considered the Annual Rent for the first year of the Option Term. If Tenant timely notifies Landlord in writing that Tenant objects to the Option Term Initial Rent, then Landlord and Tenant shall attempt to, in good faith, agree to the Option Term Initial Rent within thirty (30) days after the date of Landlord's receipt of Tenant's objection notice. If Landlord and Tenant fail to timely agree to the Option Term Initial Rent, then no later than forty-five days after Landlord's receipt of Tenant's objection notice, Tenant may, in Tenant's sole discretion, withdraw in Option Notice by written notice to Landlord, the Tenant's Option shall be considered not to have been exercised and any remaining Tenant Options shall be considered terminated. If Tenant does not timely notify Landlord that it has withdrawn its Option Notice, then Tenant's right to do so is considered waived. The words "Term" and "Lease Termination Date" (whether or not capitalized) as used in this Lease shall apply to the Option Term unless expressly provided to the contrary.

4.3.1 Option Term Capital Expense Allowance. Each time Tenant renews the Lease for an additional five year Option Term, Landlord shall provide Tenant a capital expense allowance as follows (the "**Capital Expense Allowance**"): \$120,000.00 for the First Option Term; \$130,000.00 for the Second Option Term; and \$140,000.00 for the Third Option Term. The Capital Expense Allowance shall be paid in Landlord's sole discretion as either a direct payment to the third party contractors performing the capital improvements or as a direct payment to Tenant, upon Tenant's provision to Landlord of complete and accurate invoices for the Capital Improvements performed. The Capital Expense Allowance shall only be used for actual capital improvements and related direct soft costs, to the Premises, and shall not be used for Tenant's furniture, fixtures, equipment, decorations, or removable wall hangings. Any amount of the Capital Expense Allowance not used by Tenant during the initial year of an Option Term shall be forfeited.

5 Quiet Enjoyment. Upon Tenant's paying the Rent and observing and performing all of the covenants, conditions, and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire Term hereof, subject to the provisions of this Lease.

6 Rent. Tenant shall pay to Landlord at the office of Landlord, or at such other place designated by Landlord, without notice or demand, without abatement or set-off, the following rentals (collectively, the "**Rent**"):

6.1 Annual Rent. The Annual Rent (referred to herein as the "**Annual Rent**") shall be paid as described in 1.2, in equal, consecutive, monthly installments, in advance, commencing on the Rent Commencement Date, and on or before the first day of each consecutive, calendar month thereafter during the Term, plus any sales, use or other taxes assessed from time to time on the Annual Rent or on the use and occupancy of the Premises (unless Tenant provides Landlord adequate documentation of Tenant's sales tax exempt status).

6.2 Additional Rent. Tenant shall pay, as Additional Rent, all other sums of money or charges required to be paid by Tenant under this Lease, whether or not the same be specifically designated "additional rent" and all sales, use, or other taxes assessed, levied, or imposed from time to time on any Additional Rent. If those amounts and charges are not paid at the time provided in this Lease, they shall nevertheless, if not paid when due, be collectible as Additional Rent with the next installment of Annual Rent thereafter becoming due, but nothing herein shall be deemed to suspend or delay the payment of any amount of money or charge.

6.2.1. Tenant's HVAC Contribution. Tenant shall pay, as Additional Rent, each month, a monthly HVAC System repair, maintenance, and replacement reserve contribution in the amount of \$630.00, plus any applicable sales tax ("**Tenant's HVAC Contribution**"). Except for the Tenant's HVAC Contribution, the Landlord shall, at its cost, repair and replace (when necessary) the HVAC System. Landlord or its agents will coordinate HVAC System maintenance, repair and replacement. The maintenance agreement for the HVAC System will be with a licensed HVAC contractor designated by Landlord or its agent, which maintenance agreement shall require no fewer than four (4) maintenance visits by the HVAC contractor per year. Other than the Tenant's payment of the monthly Tenant's HVAC Contribution, Tenant shall have no obligation to pay for the repair, maintenance, and replacement of the HVAC System.

6.3 Late Charge. Any payment of Rent, including Annual Rent and Additional Rent, which is not received by Landlord within ten (10) calendar days after the date when due, shall be subject to a late charge in an amount equal to five (5%) percent of the payment then due.

7 Common Area. Tenant, its guests, visitors, employees and business invitees shall have the non-exclusive right to use the common areas of the Center, including all common area outside the

Building, including sidewalks, driveways, parking lot, service roads, and loading facilities within the Building, together with other facilities as may be designated from time to time by Landlord (collectively referred to as the “**Common Area**”); provided, however, that use of the Common Area shall be subject to the Rules and Regulations for the use thereof as may be reasonably prescribed by Landlord from time to time. If required by law or other governmental requirements, Landlord shall have the right to make those modifications of the Common Area without Tenant’s written consent. Tenant’s employees are prohibited from parking in the customer parking area depicted on **Exhibit G** attached hereto. Landlord agrees that in any future lease of area within Space A of the Center, Landlord will prohibit those tenants’ employees from parking in the customer parking areas depicted on **Exhibit G** attached hereto.

8 Landlord Alterations. Landlord reserves the right to make alterations, additions, changes, re-configurations or improvements to the Common Area including, without limitation, the parking lot, driveways, sidewalks and entrances to the Premises, provided that Landlord makes reasonable accommodations to provide Tenant with unimpeded access to the Premises and the foregoing does not reduce the number of Tenant parking spaces or unreasonably affect the Tenant’s access or use of the Premises as intended. Tenant’s consent shall not be required with respect to any of the foregoing described alterations, additions, changes, re-configurations or improvements. Notwithstanding the foregoing, the Public Lobby shown on **Exhibit B-2** shall not be materially altered and shall remain a Common Area and provide access to the Premises.

9 Use of Premises.

9.1 Use. Tenant shall use and occupy the Premises only for the use set forth in Section 1 hereof and any and all ancillary and related uses thereto, and shall not use or occupy the Premises or permit the Premises to be used for any other purpose without the prior written consent of Landlord. Tenant shall not use or occupy the Premises in violation of any law, ordinance, regulation, or directives of any governmental authority having jurisdiction thereof or of any condition of the certificate of occupancy issued for the Building, and shall, upon five (5) days’ written notice from Landlord, discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be in violation of any law, ordinance, regulation, or directive of said certificate of occupancy. During the Term, Tenant shall be in continuous use and occupancy of the Premises and shall not vacate or abandon the Premises.

10 Tenant Alterations. “**Alterations**” shall mean any alteration, addition, or improvements to the Premises of any kind or nature made by Tenant, including those made pursuant to the Capital Improvement Allowance. All Alterations shall be made: (1) only after Tenant obtains all necessary permits; (2) only after Tenant’s payment of all amounts due to all permitting authorities; and (3) in compliance with all insurance requirements and regulations and ordinances of governmental authorities. Alterations shall be performed only by properly licensed contractors. Tenant shall not have the right to make any Alterations that affect the structure, structural strength, or outward appearance of the Premises or the Building, without Landlord’s written consent, which may be withheld or conditioned by Landlord in its sole discretion. Tenant shall submit to Landlord complete and accurate plans and specifications for Tenant’s proposed Alterations at the time approval is sought. Landlord shall have the right to make its approval subject to reasonable conditions. Landlord shall either approve, disapprove, or condition its approval upon certain reasonable conditions, within fourteen (14) calendar days of receipt of the Tenant’s request and complete proposed plans and specifications, otherwise Landlord’s consent shall be considered given. Any and all Alterations, including those made pursuant to any Capital Expense Allowance, shall be the property of Landlord. Interior painting and similar decorations shall not be Alterations. The Landlord Improvements shall not be considered Alterations.

The approval by Landlord of any Alterations, or the plans and specifications for those Alterations, shall not: (1) imply Landlord’s approval of the plans and specifications as to quality of design or fitness of any material or device used, (2) imply that the plans and specifications are in compliance with any codes or other requirements of governmental authority (it being agreed that

compliance with these requirements is solely Tenant's responsibility), (3) impose any liability on Landlord to Tenant or any third party, or (4) serve as a waiver or forfeiture of any right of Landlord.

At Tenant's sole cost, Landlord agrees to cooperate reasonably with Tenant (including by timely signing applications without recourse or expense to Landlord) in obtaining any necessary governmental approvals for any Alterations that Tenant is permitted to perform under this Lease. Tenant shall, promptly on receipt of them, furnish to Landlord copies of any and all written inspections, examinations, evaluations, studies, tests, surveys, reports, approvals, permits, or other written matters obtained by Tenant in connection with its Alterations.

Tenant hereby agrees to defend, indemnify, and hold Landlord and the Premises harmless from and against, and shall keep the Premises free from, any and all construction liens, mechanics' liens, or other liens arising from any Alterations performed, material furnished, or obligations incurred by Tenant in connection with the Premises, and agrees to discharge any lien which attaches as a result of Tenant's Alterations promptly after the lien attaches or payment for the labor or materials is due.

**No Liens. LANDLORD AND TENANT AGREE THAT TENANT DOES NOT HAVE AUTHORITY TO CREATE OR SUFFER ANY LIEN FOR LABOR OR MATERIALS ON LANDLORD'S INTEREST IN THE PROPERTY OR THE PREMISES, AND ALL CONTRACTORS, SUBCONTRACTORS, MATERIALMEN, MECHANICS, LABORERS AND OTHERS CONTRACTING WITH TENANT, AND/OR ANY SUB-TENANT AND/OR ANY OTHER OCCUPANT(S) OF THE PREMISES, FOR THE CONSTRUCTION, INSTALLATION, ALTERATION OR REPAIR OF ANY IMPROVEMENTS TO THE PREMISES (THE "WORK") ARE HEREBY CHARGED WITH NOTICE THAT THEY MUST LOOK ONLY TO TENANT AND TO TENANT'S INTEREST IN THE PREMISES TO SECURE THE PAYMENT OF ANY CHARGES FOR THE WORK PERFORMED AT AND MATERIALS FURNISHED TO THE PREMISES. TENANT SHALL INFORM ALL CONTRACTORS, LABORERS, MATERIAL SUPPLIERS AND OTHER POTENTIAL LIENORS WITH WHOM THEY CONTRACT TO MAKE IMPROVEMENTS TO THE PREMISES, OF THIS PROVISION, AND SHALL INCLUDE THIS PROVISION IN ALL CONTRACTS FOR ALTERATIONS.** Notwithstanding the foregoing, if any construction lien or other lien is filed against the Premises purporting to be for the Alterations, including but not limited to labor or materials at the request of Tenant, a sub-Tenant or any other occupant(s) of the Premises, then Tenant, at its expense, shall cause that lien to be discharged of record by payment, bond or as otherwise allowed by law, within ten (10) calendar days after date the lien was recorded. Tenant's failure to timely do so shall constitute a default under this Lease beyond any applicable cure period and (without waiving Tenant's default) Landlord, in addition to any other rights and remedies, may, but shall not be obligated to, cause that lien to be discharged by payment, bond or otherwise, without investigation as to its validity or as to any offsets or defenses, and Tenant shall, within ten (10) days after request, reimburse Landlord for all amounts paid and incurred (including reasonable attorneys' fees and costs) and interest thereon at the rate of 10% per annum computed from the respective dates of Landlord's payments; Tenant also shall and hereby does otherwise agree to indemnify, protect, defend and hold Landlord and its property manager harmless against any claim or damage in any way connected with a lien resulting from Tenant's acts or omissions.

11 Maintenance and Repairs by Landlord. Landlord, at its expense, shall maintain and repair the Premises, except repairs necessitated by the negligent act or omission of Tenant, or its employees, agents, contractors, invitees or licensees, which shall be promptly repaired by Tenant at its sole cost and expense and to the satisfaction of Landlord, to the extent not covered by proceeds of insurance carried by Landlord actually received by Landlord. Landlord shall have no duty to maintain or repair any of Tenant's furniture, fixtures, equipment, or other personal property of Tenant.

12 Janitorial Services. Landlord, at its expense, shall provide janitorial services; however, Tenant agrees to keep all accumulated garbage and rubbish in covered containers. The Janitorial Services to be provided by Landlord are described on **Exhibit H** attached hereto.

13 Tenant's Property.

13.1 Taxes. Tenant shall pay, prior to delinquency: all tangible taxes, assessed against or levied upon the Tenant's property, including taxes upon Tenant's fixture, furnishings, equipment, leasehold improvements, and all other personal property, of any kind owned by or used in connection with the Premises by Tenant.

13.2 Tenant's Property at Tenant's Risk. Tenant shall store its property in and shall occupy the Premises and all other portions of the Building at its own risk, and hereby releases Landlord, to the full extent permitted by law, from all claims of every kind resulting from loss of life, personal injury or property damage occurring on the Premises, excluding only the gross negligence or willful misconduct of Landlord, its employees, authorized agents or contractors.

14 Landlord Exculpation. Landlord shall not be responsible or liable to Tenant for any loss or damage to either the person or property of Tenant that may be occasioned by or through the acts or omissions of any other person or entity, excluding only Landlord's employees, authorized agents and contractors. Landlord shall not be responsible or liable for any injury, loss or damage to any person or to any property caused by or resulting from bursting, breakage, leakage, steam, running, backing up, seepage, or the overflow of water or sewage in any part of the Premises or for any injury or damage caused by or resulting from fire, hurricanes, floods, wind storms, and other acts of God or the elements, or for any injury or damage caused by or resulting from any defect or negligence in the occupancy, construction, operation or use of any of the Premises, machinery, apparatus or equipment by any occupant of the Premises, its employees, agents and contractors.

15 Indemnity. To the extent permitted by Florida law and subject to the terms of this provision, Tenant shall defend, indemnify, and hold harmless Landlord from any liability, loss, claim or damage and expense, including attorney's fees and costs in settlement, at trial and on appeal, in connection with loss of life, personal injury or property damage arising from any occurrence in, upon, at or from the Premises, occasioned wholly or in part by any negligent act or omission or willful misconduct of Tenant, its employees, agents, contractors, invitees or licensees to the extent that liability, loss, claim, damage or expense is not covered by proceeds of insurance, actually received by Landlord. Notwithstanding anything contained in this Lease or its exhibits to the contrary, nothing herein shall be deemed a waiver of immunity or limits of liability of Tenant, including its directors, officers, agents, employees, and independent contractors, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other applicable statute, and nothing herein shall inure to the benefit of any third party for the purpose of allowing any claim against Tenant which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. It is specifically acknowledged that Tenant's liability under any terms, conditions, or provisions of this Lease shall only be to the extent Tenant would be liable under statutory limited waiver of immunity or limits of liability that have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other applicable statute

16 Notice. Tenant shall give prompt written notice to Landlord in case of any fire, other casualty, accident, or personal injury, occurring in or about the Premises, or of any defective or dangerous conditions of which Tenant may become aware.

17 Insurance and Indemnity.

17.1 Tenant's Insurance. Tenant, at its sole expense, shall at all times during the Term of this Lease maintain the following insurance coverage:

Liability Insurance. Comprehensive general public liability and property damage insurance, on an occurrence basis, providing the broadest coverage, with combined single limits of not less than \$1,000,000.00 per occurrence for death, bodily injury, and property damage, with \$2,000,000.00 umbrella coverage;

Worker's Compensation and Employer Liability Coverage. Worker's compensation and employer liability coverage, as required by law.

Builder's Risk Insurance. During the performance of any and all Tenant Alterations.

Tenant's insurance shall be primary, and any insurance maintained by Landlord or any other additional insureds hereunder shall be excess and non-contributory.

17.2 Evidence of Insurance. All insurance coverage required to be maintained by Tenant hereunder shall be maintained with insurance companies authorized to do business in the State of Florida and reasonably acceptable to Landlord. All general liability and builder's risk policies shall name Landlord as an additional insured and shall require that Landlord be provided with at least thirty (30) days prior written notice of any modification or cancellation. Tenant shall deliver certificates of insurance thereof to Landlord upon execution of this Lease, and thereafter Tenant shall deliver renewal certificates to Landlord not less than fifteen (15) days prior to the expiration of the policies of insurance. If at any time Tenant has not provided certificates confirming current policies of required insurance in the names herein called for Landlord may, at Landlord's option, following fifteen (15) days' written notice to Tenant and opportunity to cure, pay the requisite premiums therefor on behalf of Tenant, which premiums shall be paid to Landlord with the next installment of Rent. Landlord's procurement or maintenance of such insurance on behalf of Tenant shall not be a waiver of Tenant's default.

17.3 Landlord's Insurance. Landlord shall maintain a policy or policies of casualty insurance covering the full replacement value of the Building with standard form of extended coverage endorsement and standard form of lender's loss payable endorsement issued to the holders of a mortgage secured by the Premises, together with vandalism, malicious mischief, and sprinkler leakage coverage. Landlord shall have the right to maintain any other insurance policies as Landlord determines to be prudent or that are required by any lender to Landlord which secures the loan by a security interest in the Property. Landlord may obtain Business Loss insurance covering losses to Landlord resulting from interruption of Tenant's business arising from matters covered by the Casualty Insurance. For the purpose of this provision, the Landlord's Improvements shall be considered part of the Building.

17.4 Waivers of Subrogation. Each of the parties hereto waives any and all rights of recovery against the other, or against any other tenant or occupant of the Center, or against the officers, employees, agents, representatives, invitees, customers, and business visitors of the other party, or of any other tenant or occupant of the Center, for loss of or damage to waiving party or its property or the property of others under its control arising from any cause insured against under the standard form of fire insurance policy with all permissible extensions and endorsements covering additional perils, or under another policy of insurance carried by the waiving party in lieu thereof, to the extent of the insurance proceeds paid thereunder. If obtainable without additional expense, each party shall obtain a waiver of subrogation from its insurance carrier.

## 18 Destruction.

18.1 Partial Destruction. Subject to the provisions of Section 17, if the Premises, Center or Common Area shall be partially damaged by any casualty, Landlord shall commence to repair the damage within thirty (30) days after Landlord's receipt of insurance proceeds, and as long as the insurance proceeds are sufficient to so, shall thereafter diligently pursue repair of the damage to completion, in order to restore the Premises, Center, or Common Area to their condition at the time of the occurrence of the damage. The Annual Rent shall be abated proportionately as to that portion of the Premises rendered un-tenantable, until rendered tenable.

18.2 Substantial or Total Destruction. If the Premises, Common Area, or Center shall be totally destroyed or damaged by casualty, or in the Landlord's opinion if the Premises, Center, or

Common Area shall be so damaged or destroyed to an extent that: repair may not be economically feasible; the insurance proceeds paid to Landlord are inadequate to restore the Premises, Center, and Common Area; or, the estimated time to repair or replace the damage or destruction exceeds two hundred forty (240) days from the date of damage or destruction; then, Landlord or Tenant may terminate this Lease (and all remaining options to extend the Term) by written notice to the other, termination to be effective as of the date of the damage or destruction. If Landlord does not terminate this Lease as set forth above, Landlord shall promptly repair or replace damage or destruction, and the Annual Rent and Additional Rent shall abate until the Premises have been restored to the condition reasonably similar to their condition at the time of the occurrence of the damage. If Landlord terminates this Lease according to this provision, then all insurance proceeds shall be paid to the Landlord.

## 19 Condemnation (Eminent Domain)

19.1 Total Condemnation. If the whole of the Premises shall be acquired or taken pursuant to the power of eminent domain by any governmental entity, then this Lease and the Term (and all remaining options to extend the Term) shall cease and terminate as of the date of title vesting in the public authority in that proceeding. Thereafter, Tenant shall have no further rights hereunder.

19.2 Partial Condemnation. If any part of the Premises, Center, or Common Area, but less than all, shall be acquired or taken pursuant to the power of eminent domain by any governmental entity, and such partial taking shall render that portion not so taken unsuitable for the business of Tenant as determined by Tenant, then this Lease and the Term (and all remaining options to extend) shall cease and terminate. If the partial taking does not render the Premises unsuitable for the business of Tenant, then this Lease shall continue in effect except that the Annual Rent and Additional Rent shall equitably abate and Landlord shall, upon receipt of the award in condemnation, make reasonably necessary repairs or alterations to the building in which the Premises are located or Common Area so as to constitute the portion of the Center or Common Area not taken a complete architectural unit, but that work shall not exceed the scope of the work to be performed in originally constructing the portion of the Center and Common Area, nor shall Landlord in any event be required to spend for that work an amount in excess of the amount received by Landlord as damages for the part of the Premises so taken. The provisions herein governing application of condemnation proceeds shall control over any mortgage now or hereafter encumbering the Premises.

19.3 Compensation. All compensation awarded or paid upon a total or partial taking of the Premises shall belong to and be the property of Landlord without any participation by Tenant. Tenant shall, however, be entitled to claim, prove and receive in condemnation proceedings that award as may be allowed for taking any of Tenant's personal property, relocation costs, and loss of Tenant's business. To the extent that the Tenant has a claim in condemnation proceedings, as aforesaid, Tenant may claim from condemning authority, but not from Landlord, compensation as may be recoverable by Tenant.

20 Assignment and Subletting. Except as expressly set forth in this provision, Tenant shall not have the right to assign, mortgage or encumber this Lease, in whole or in part. Tenant shall however, have the right to sublease portions of the Premises to "one-stop partners" or related governmental agencies, subject to all of the terms, provisions, and conditions of this Lease. As long as Tenant is not then in Default, or an Event of Default does not then exist, Tenant shall notify Landlord not fewer than sixty (60) days before, a proposed sale of Tenant, controlling share(s) of stock interest in Tenant, or substantially all of the assets of Tenant. The notice shall include the proposed terms, and the names, addresses, financial statements, and resumes, of each of the proposed purchasers. Upon receipt of Tenant's notice, Landlord shall have the right, in its sole discretion, to approve or disapprove of the proposed purchasers, and if Landlord approves the proposed purchasers, then Landlord shall have the right to: cancel any renewal options (such that the Lease shall terminate at the end of the then current term); increase the Annual Rent to the fair market rent for similar property in Lee County as determined by Landlord; require a security deposit in an amount as determined by Landlord; and require each purchaser, or the owners, if the purchaser is an entity, to sign the personal guaranty.

Landlord's consent to one assignment will not waive the requirement of its consent to any subsequent assignment. Landlord's consent to an assignment will not be effective until: a fully executed copy of the assignment, including the assignee's assumption of the Lease and agreement to perform all of the Tenant's obligations in the Lease, has been delivered to Landlord; the individual principals of the assignee have each executed Guaranties of the Lease; and Landlord has been reimbursed for its reasonable attorneys' fees and costs incurred in connection with both determining whether to give its consent and giving its consent. An assignment without Landlord's consent shall be void at Landlord's option. Landlord's consent to an assignment shall not release Tenant or any Guarantors, from payment and performance of its obligations in this Lease, but rather Tenant, the Guarantors, and the assignee, and its Guarantors, will be jointly and severally liable for payment and performance.

21 Subordination and Non-Disturbance. This Lease and Tenant's rights hereunder are and shall be subject and subordinate to any mortgage, deed to secure debt or other security instrument now or hereafter placed against the Property, the Center, the Premises, the Common Area, or any part thereof; and to all renewals, modifications, replacements, consolidations and extensions thereof. In furtherance of this section, Landlord and Tenant agree that this Lease shall act as a subordination agreement and shall automatically subordinate this Lease to any mortgage, deed to secure, or other security instrument and security interest; provided, however, Landlord shall upon the written request of Tenant deliver to Tenant a commercially reasonable non-disturbance agreement or an SNDA including non-disturbance provisions, all in a form as acceptable to any mortgagee or potential mortgage. Upon request of Landlord, Tenant shall execute and deliver any further instruments, acts, things or documents to evidence the subordination described in this Section, within ten (10) days after Landlord's request therefore.

22 Estoppel Statement. Within fifteen (15) days after Landlord's written request, Tenant shall promptly execute and deliver to Landlord a written statement confirming, to the extent accurate, the following: (1) 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 in Tenant's statement); (2) the commencement and termination dates of this Lease; (3) that all conditions under this Lease to be performed by Landlord have been satisfied (or any exceptions thereto); (4) that there are no defenses or offsets against the enforcement of this Lease by the Landlord, or stating those claimed by Tenant; (5) the amount of the then current monthly Annual Rent paid by Tenant; (6) the date to which Rent has been paid; (7) the amount of Security Deposit held by Landlord; and (8) such other information as may be reasonably requested by Landlord. Such statement shall be executed and delivered by Tenant from time to time as may be requested by Landlord. It is expressly understood that any such statement may be relied upon by Landlord and any prospective purchaser or lender. Tenant's failure to deliver such statement within the allotted time shall be conclusive upon Tenant that this Lease is in full force and effect without modification, except as may be represented by Landlord, and that there are no uncured defaults in Landlord's performance or other outstanding obligations of Landlord hereunder.

23 Attornment. Tenant shall, in the event of the sale or assignment of Landlord's interest in the Premises, or in the event of any foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Premises, attorn to the purchaser and recognize the purchaser as Landlord under this Lease.

24 Default.

24.1 Events of Default by Tenant. Each of the following occurrences shall constitute an Event of Default by Tenant under this Lease:

24.1.1 Tenant's failure to pay when due the Rent, including Annual Rent and any Additional Rent, or Tenant's failure to timely perform any other monetary obligation hereunder within five calendar days of Landlord's notice of default;

24.1.2 Tenant vacates or abandons the Premises or ceases doing business therein for a period of ten (10) consecutive days;

24.1.3 The appointment of a receiver for Tenant's property;

24.1.4 The voluntary filing by Tenant or any guarantor of any petition in bankruptcy or other similar petition under State law, the filing of any answer by Tenant or any guarantor admitting to insolvency or to an inability to pay its debts as they become due, or the filing of any involuntary petition against Tenant or any guarantor that is not dismissed within one hundred twenty (120) days;

24.1.5 The dissolution or liquidation of Tenant;

24.1.6 Any assignment of Tenant's interest hereunder in violation of this Lease;

24.1.7 The breach by Tenant of any of its material representation or warranty set forth in this Lease;

24.1.8 Tenant's failure to keep and perform any other non-monetary obligations set forth in this Lease within thirty (30) days after written notice from Landlord of its failure to do so;

Following any event of default as specified in 24.1.2, 24.1.5, or 24.1.7, Landlord shall give Tenant written notice and thirty (30) calendar days from the date of the notice, within which to cure, prior to pursuing any of the remedies described in Article 25 below.

25 Landlord Remedies. Upon the occurrence of an Event of Default, and with appropriate judicial process, Landlord may, at its option, exercise any one or more of the following rights and remedies:

25.1 Terminate this Lease, and all rights of Tenant hereunder, by giving not less than three (3) days written notice of termination, whereupon Landlord may re-enter upon and take possession of the Premises;

25.2 Take possession of the Premises without terminating this Lease and rent the same for the account of Tenant (which may be for a term extending beyond the Term of this Lease) in which event Tenant covenants and agrees to pay any deficiency after crediting it with the rent thereby obtained less all repairs and expenses, including the costs of remodeling and brokerage fees, and Tenant waives any claim it may have to any rent obtained on such reletting which may be in excess of the Rent required to be paid herein by Tenant;

25.3 Landlord may, in its sole discretion, declare the entire balance of all Rent due or to become due under this Lease for the remainder of the Term to be due and payable and may collect the then present value of the Rent (calculated using a discount rate equal to the discount rate of the Miami, Florida branch of the Federal Reserve Bank in effect as of the date of the default). If Landlord exercises its remedy to retake possession of the Premises and collects from Tenant all forms of Rent owed for the remainder of the Lease Term, Landlord shall account to Tenant, at the date of the expiration of the Lease Term, for the net amounts actually collected by Landlord as a result of a reletting, net of the Tenant's obligations as specified;

25.4 Perform such obligation (other than payment of Rent) on Tenant's behalf and charge the cost thereof plus a fee of 15%, to Tenant as Additional Rent; or

25.5 Exercise any and all other rights granted to Landlord under this Lease or by applicable law or in equity.

25.6 Rights and Remedies Cumulative. The rights and remedies granted to Landlord may be exercised concurrently and shall be cumulative and in addition to any other rights and

remedies as may be available to Landlord by law or in equity, and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy. The failure or forbearance of Landlord to enforce any right or remedy in connection with any default shall not be deemed a waiver of such default nor a consent to a continuation thereof, nor waiver of the same default at any subsequent date.

26 Attorney's Fees. In the event of any litigation arising under this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees and costs (including without limitation, all such fees, costs and expenses incident to pre-trial, trial, appellate, bankruptcy, post-judgment and alternative dispute resolution proceedings), incurred in that suit, action or proceeding, in addition to any other relief to which the party is entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, expert witness fees, administrative costs and all other charges billed by the attorney to the prevailing party.

27 Access to Premises. Landlord shall have the right to enter the Premises at all reasonable times, during normal business hours, to inspect or to exhibit the Premises to prospective purchasers, mortgagees, or potential tenants and to make repairs, additions, alterations or improvements, as Landlord may deem desirable. Landlord shall provide Tenant with reasonable advance notice of any planned entry upon the Premises, and shall not unreasonably interfere with the conduct of Tenant's business from the Premises. Except in the event of an emergency, all Landlord access shall be with not less than twenty-four hours prior notice to Tenant and shall be coordinated with Tenant to assure that a Tenant representative accompanies the Landlord representative. The Landlord shall be allowed to take all material in, to and upon the Premises that may be required therefore without the same constituting an eviction of Tenant in whole or in part and the Rents reserved shall in no way abate while the work is in progress so long as the work does not prevent the conduct of Tenant's business. The provisions of this Section shall not be construed to impose upon Landlord any obligation whatsoever for the maintenance or repair of the Premises, or any part thereof except as otherwise herein specifically provided.

28 Sale by Landlord. In the event of any sale or other transfer of Landlord's interest in the Property, other than a transfer for security purposes only, Landlord shall be automatically relieved of any and all obligations and liabilities on the part of Landlord occurring from and after the date of such transfer; provided, that the transferee shall assume all of the obligations of Landlord under this Lease and any prepaid Rent and Security Deposit shall be turned over to the transferee. It is intended hereby that the covenants and obligations contained in this Lease on the part of the Landlord shall be binding on Landlord only during its period of ownership of the Property. Tenant agrees to look solely to Landlord's estate and property in the Property (or the proceeds thereof) for the satisfaction of Tenant's remedies for the collection of a judgment or other judicial process requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of Landlord shall be subject to levy, execution, or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder, or Tenant's use or occupancy of the Premises.

29 End of Lease. At the expiration of this Lease, Tenant shall surrender the Premises in the same condition as it was in upon date of the certificate of occupancy for Landlord's Improvements, reasonable wear and tear excepted. Before surrendering the Premises, Tenant shall remove all its personal property. Tenant may, but shall not be obligated to, remove all trade fixtures and decorations, and shall repair any damage caused thereby. Tenant's obligations to perform this provision shall survive the termination or expiration of this Lease. If Tenant fails to remove its property which it is required to remove upon the expiration of this Lease, the said property, at Landlord's option, shall be deemed abandoned and shall, in Landlord's sole discretion, become the property of Landlord.

30 Holding Over. Any holding over after the expiration of this Term or any renewal term shall, by lapse of time or otherwise, be construed to be a tenancy at sufferance and Tenant shall pay to Landlord an amount equal to two (2) times the Rent, including Annual Rent and Additional Rent,

for all of the time Tenant shall retain possession of the Premises or any part thereof. The provisions of this Section shall not operate as a waiver by the Landlord of any right of reentry herein provided, nor shall any act or receipt of money by Landlord in apparent affirmance of the holding over operate as an extension of any Term, or as a waiver of the right to terminate this Lease for any breach of covenant by the Tenant; nor shall any waiver by the Landlord of its right to terminate this Lease for any later breach of the same or another covenant.

31 Inability to Perform. The time for performance by either of the parties shall be extended by the number of days that their performance is delayed as a result of fire, hurricane, flood, inclement weather or other acts of God, governmental action or inaction, strikes, riot, civil disturbance, insurrection, unavailability of materials, acts or omissions of unaffiliated independent contractors or other causes beyond their reasonable control; provided that, the party claiming such delay notifies the other party in writing within five (5) days of the commencement of the condition preventing its performance and its intent to rely thereon to extend the time for its performance of this Lease.

32 Rules and Regulations. Tenant shall observe faithfully and comply strictly with the Rules and Regulations adopted by Landlord from time to time for the safety, care, and cleanliness of the Center, or the preservation of good order therein. Wherever the Rules and Regulations shall require the consent or approval of Landlord, Landlord shall not unreasonably withhold its consent or approval to any reasonable request of Tenant. Landlord shall not be liable to Tenant for any violation of the Rules and Regulations or for the breach of any covenant or condition in any Lease by any other tenant in the Center, but Landlord shall use commercially reasonable efforts to enforce the Rules and Regulations, including issuance of warning notices, but Landlord shall not be required to evict or file other legal actions against any other tenant. As of the Commencement Date there are no Rules and Regulations.

33 Hazardous Substances or Conditions. If Tenant's business requires the use of any hazardous or toxic substances, as defined by any state or federal law, Tenant shall so advise Landlord and shall obtain Landlord's consent (which may be withheld in Landlord's sole discretion) prior to bringing such substances onto the Premises. Tenant shall use, handle and dispose of any such substances in accordance with all applicable laws and permits, and shall, in no event, dispose of any such substances on or about the Premises. In no event shall Tenant keep or permit flammable, combustible or explosive substance or any substance that would create or tend to create a dangerous or combustible condition on or about the Premises. Furthermore, Tenant shall not install electrical or other equipment that Landlord determines might cause impairment or interference with the provisions of services to the Center.

34 Waiver. Failure of Landlord to insist upon the strict performance of any provisions or to exercise any option contained herein or enforce any rules and regulations shall not be construed as a waiver for the future of any such provision, rule or option. The receipt by Landlord of Rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent shall be deemed to be other than on account of the earliest Rent then unpaid nor shall any endorsement or statement on any check or any letter accompanying any 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 this Lease or by law and no waiver by Landlord in respect to one tenant shall constitute a waiver in favor of any other tenant in the Center.

35 No Estate by Tenant. This Lease shall create the relationship of lessor and lessee between Landlord and Tenant; no estate shall pass out of Landlord. Tenant's interest shall not be subject to levy or sale, and shall not be assignable by Tenant. Nothing contained in this Lease shall, or shall be deemed or construed so as to, create the relationship or principal-agent, joint venturers, co-adventurers, partners or co-tenants between Landlord and Tenant; it being the express intention of the parties that they are and shall remain independent contractors one as to the other.

36 Other Tenants. Landlord does not warrant the continuous operation by any other tenant in the Center. The cessation of operations by any other tenant, pursuant to such Tenant's respective rights to vacate, shall not effect a right of termination in Tenant.

37 Representations and Warranties of Tenant. Tenant, and the individual executing this Lease on behalf of Tenant, hereby represents and warrants and to Landlord that: (a) Tenant is a not for profit Florida corporation, duly organized and validly existing under the laws of the State of Florida, and qualified with the Secretary of State of the State of Florida to transact business in the State of Florida; (b) Tenant has all necessary power and authority to enter into this Lease and has, or will obtain, all necessary licenses to conduct its business for the uses contemplated hereunder; (c) Tenant has obtained any necessary approvals of Tenant's Board of Directors to the execution and performance by Tenant of its obligations under this Lease; and (d) this Lease constitutes a binding and enforceable obligation of Tenant and does not conflict in any material respect, with any provision of Tenant's organizational documents or of any other lease or other agreement to which Tenant is a party or by which Tenant may be bound.

38 Brokers. Landlord and Tenant each represent and warrant to the other that, Premier Commercial, Inc., ("**Premier**") is the only real estate broker in this transaction and that Premier Commercial, Inc. will be paid a commission on this Lease by the Landlord, equal to the lease value calculated over the initial Lease Term.

39 Notices. Any notice, demand, request or other instruments which may be or which is required to be given under this Lease shall be: (1) delivered in person; or, (2) sent by United States Certified or Registered Mail, postage prepaid; or, (3) sent by nationally recognized courier such as FedEx, UPS, or DHL; or, (4) sent by electronic mail; and shall be addressed, at the address set forth on page one of this Lease. Either party may designate such other address as shall be given by written notice according to this provision.

40 Miscellaneous.

40.1 Entire Agreement. This Lease, together with any exhibits or addenda hereto, constitutes the entire agreement by and between parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, both written and oral, by and between the parties hereto with respect to such subject matter. No representations, warranties or agreements have been made or, if made, have been relied upon by either party, except as specifically set forth herein. This Lease may not be amended or modified in any way except by a written instrument executed by each party hereto.

40.2 Binding Effect. All terms and provisions of this Lease shall be binding upon, inure for the benefit of and be enforceable by and against the parties hereto and their respective personal or other legal representatives, heirs, successors and permitted assigns.

40.3 Headings. The article headings in this Lease are for convenient reference only and shall not have the effect of modifying or amending the expressed terms and provisions of this Lease, nor shall they be used in connection with the interpretation hereof.

40.4 Pronouns; Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the personal liability or obligation with respect to same.

40.5 Time. Time shall be of the essence. Any reference herein to time periods of less than six (6) days shall in the computation thereof exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.

40.6 Severability. The invalidity of any provision of this Lease shall not affect the enforceability of the remaining provisions of this Lease or any part hereof. In the event that any provision of this Lease shall be declared invalid by a court of competent jurisdiction, the parties agree that such provision shall be construed, to the extent possible, in a manner which would render the provision valid and enforceable or, if the provision cannot reasonably be construed in a manner which would render the provision valid and enforceable, then this Lease shall be construed as if such provision had not been inserted.

40.7 Counterparts. This Lease may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, all of which shall be deemed to be an original and one and the same instrument.

40.8 Governing Law, Jurisdiction and Venue. This Lease shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida without regard to principles of conflicts or choice of laws. Each of the parties irrevocably and unconditionally: (i) agrees that any suit, action or legal proceeding arising out of or relating to this Lease shall be brought in the courts of record of the State of Florida in Lee County; (ii) consents to the jurisdiction of each such court in any suit, action or proceeding; and (iii) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts.

40.9 Trial by Jury. The parties hereby waive any right they may have under any applicable law to a trial by jury with respect to any suit or legal action which may be commenced by or against the other concerning the interpretation, construction, validity, enforcement or performance of this Lease.

40.10 Recording. Neither this Lease nor a Memorandum thereof shall be recorded in the Public Records of Lee County, Florida.

40.11 Radon Disclosure and Disclaimer. The following notification is required by Florida law and is provided for your information:

**"Radon is a naturally occurring radioactive gas that, when it is accumulated in buildings in sufficient quantities, may present health risks to persons who are 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 may be obtained from your country public health unit."**

Landlord has not tested for Radon gas at the Property and therefore, makes no representation regarding the presence or absence of such gas. Tenant hereby waives any and all actions against Landlord related to the presence of such gas.

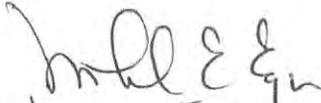
41 Exhibits. Each of the Exhibits, as identified on the Index of Exhibits set forth below, are incorporated into and made a part of this Lease.

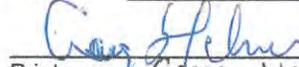
42 Signs. The "**Existing Center Signs**" are located on Daniels (the "**Daniels Sign**") and on International Drive (the "**International Drive Sign**"). The Existing Center Signs shall be maintained and repaired by the Landlord. Tenant, at its sole expense, may place its signs (the "**Tenant's Signage**") on the Existing Center Signs as depicted on Exhibit I attached hereto, as permitted by applicable laws, ordinances and code. Tenant shall have the right to place its Tenant's Signage on the Existing Center Signs (according to Tenant's choice of font, color and copy) in the locations depicted on Exhibit I. However, any alterations to the size, location, color, design, method of illumination, content, composition, and mobility, of the Existing Center Signs, shall be subject to Landlord's prior approval, which will be timely and not be unreasonably withheld. In addition, Tenant, at its sole expense, as permitted by applicable laws, ordinances and codes, shall be permitted to place Tenant Signage in the public lobby of the Building shown on Exhibit B-2 in a

location and of a size and composition mutually agreed to by Landlord and Tenant; and, on the exterior of the Building in the location depicted on Exhibit I. The Tenant's Signage shall be maintained and repaired by Tenant at its sole expense. Upon the termination or expiration of the Lease or any Option Term, the Tenant, at its sole expense, shall remove the Tenant's Signage from the Existing Center Signs, the public Lobby of the Building, and the Building Exterior.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Tenant:

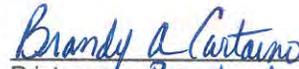
  
MICHAEL EGAN  
Print name \_\_\_\_\_

  
CRAIG HELMS  
Print name \_\_\_\_\_

Southwest Florida Workforce Development Board, Inc.,  
A Florida not-for profit corporation

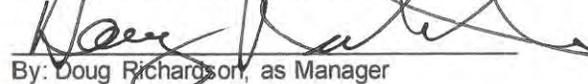
  
By: Joe Paterno, its Executive Director

Landlord:

  
Brandy A. Cartaino  
Print name \_\_\_\_\_

  
MATT STEPAN  
Print name \_\_\_\_\_

Summus Property Owners, LLC,  
a Florida limited liability company

  
By: Doug Richardson, as Manager

## **INDEX OF EXHIBITS**

Exhibit A	Legal Description of the Property
Exhibit B	Sketches of Center (B-1) and Premises (B-2)
Exhibit C	Recorded Instruments
Exhibit D	Annual Rent
Exhibit E	Full Service Operating Expenses
Exhibit F	Landlord Improvements
Exhibit G	Parking Sketch
Exhibit H	Janitorial Services
Exhibit I	Existing Center Signs and placement of Tenant's Signage: Daniels Sign (I-1); International Drive Sign (I-2); and Tenant's exterior Building Sign (I-3)

EXHIBIT A  
Legal Description of the Property

FILE NO. 19-0943

PARCEL 1:

A tract or parcel of land situated in the State of Florida, County of Lee, lying in the Section 19, Township 45 South, Range 25 East, being further bound and described as follows:

Commencing at the intersection of the West line of the Southeast quarter (SE 1/4) of said Section 19 and the Southerly right-of-way line of Daniels Parkway as described in Order of Taking recorded in Official Record Book 1468 at Page 2090, Lee County Florida; thence North 89 degrees 00' 12" East along the Southerly line of said Daniels Parkway (230 foot wide right-of-way), for 240.00 feet to the Point of Beginning; thence continue North 89 degrees 00' 12" East, along the Southerly line of said Daniels Parkway (230 foot wide right-of-way), for 599.75 feet; thence South 00 degrees 37' 00" East, for 92.14 feet to point "A"; thence continue South 00 degrees 37' 00" East, for 145.60 feet; thence South 43 degrees 34' 01" East, for 101.73 feet; thence North 73 degrees 23' 50" East, for 106.63 feet to the beginning of a curve to the left, having a radius of 275.00 feet; thence Northeasterly, along said curve through a central angle of 18 degrees 31' 38", for 88.92 feet, with a chord bearing North 64 degrees 08' 02" East; thence North 54 degrees 52' 13" East, for 47.87 feet to the beginning of a curve to the left, having a radius of 35.00 feet; thence Northwesterly along said curve, through a central angle of 55 degrees 52' 01", for 34.13 feet, with a chord bearing of North 26 degrees 56' 12" East; thence South 00 degrees 59' 48" East, for 78.97 feet; thence South 54 degrees 52' 13" West, for 32.49 feet to the beginning of a curve to the right, having a radius of 325.11 feet; thence Southwesterly along said curve through a central angle of 18 degrees 31' 38", for 105.13 feet, with a chord bearing of South 64 degrees 08' 02" West; thence South 73 degrees 23' 50" West, for 101.90 feet; thence South 01 degrees 00' 06" East, for 166.21 feet; thence North 88 degrees 59' 54" East, for 219.96 feet; thence South 00 degrees 59' 48" East, for 154.32 feet; thence South 89 degrees 00' 12" West, for 905.00 feet; thence North 00 degrees 59' 48" West, for 680.00 feet to the Point of Beginning.

LESS AND EXCEPT PARCEL:

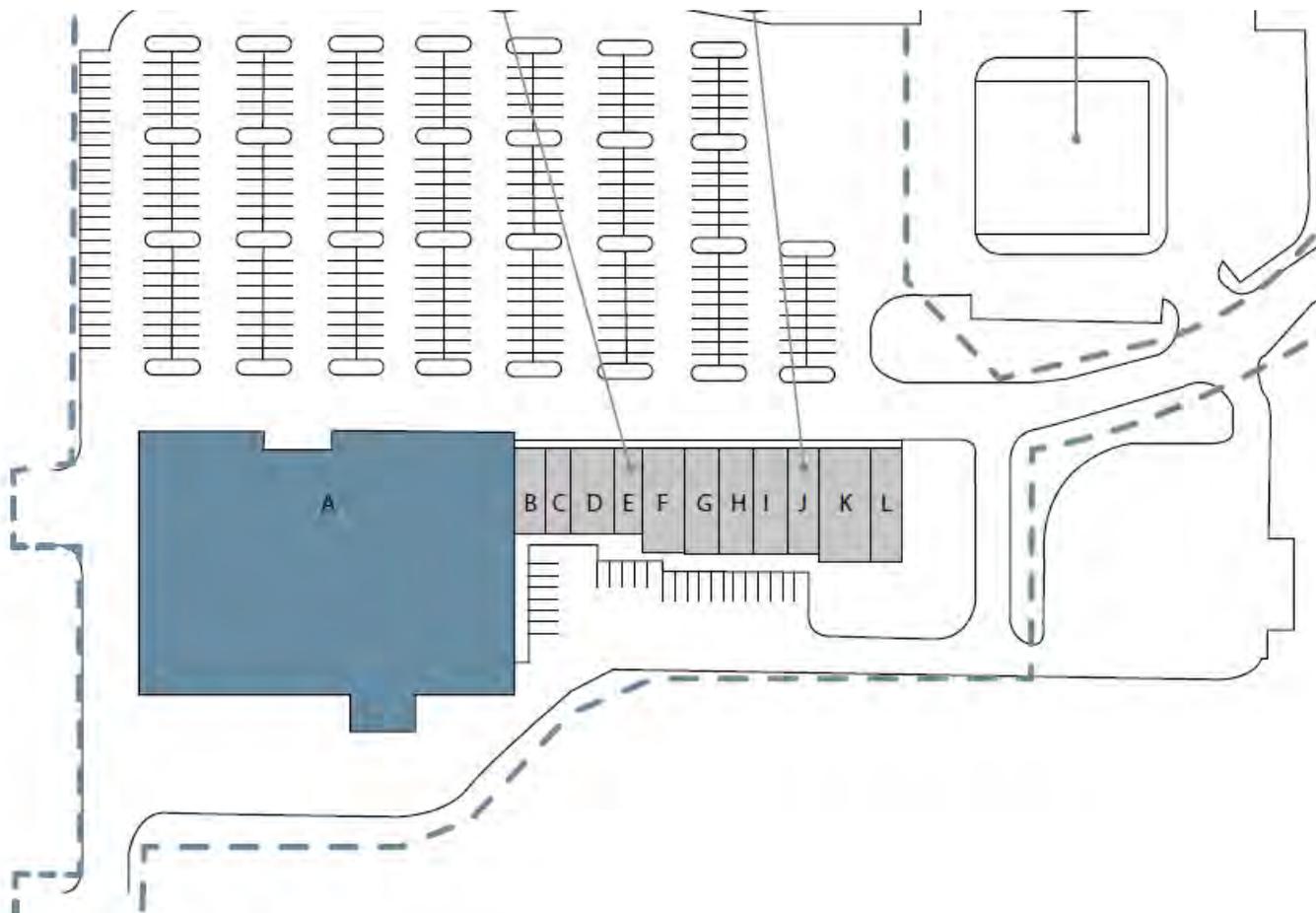
Commencing at said Point "A"; thence South 88 degrees 59' 54" West, for 58.22 feet to the Point of Beginning of the following described parcel; thence continue South 88 degrees 59' 54" West for 32.40 feet; thence South 01 degrees 00' 06" East, for 85.73 feet; thence North 88 degrees 59' 54" East, for 32.40 feet; thence North 01 degrees 00' 06" West, for 85.73 feet to the Point of Beginning.

PARCEL 2:

Together with Access and Utility easements described in Easement Agreement recorded in the Official Record Book 2242, Page 1907, and further together with Drainage Easement as described in Easement Agreement recorded in Official Record Book 2242, Page 1896, and amended in Official Record Book 3041, Page 94, both easements having been ratified by the terms of the Termination of Agreement and Ratification of Easements recorded in Official Record Book 2851, Page 319; and further together with a non-exclusive easement for ingress and egress and described in Driveway Easement Agreement recorded in Official Record Book 4395, Page 4129, all in the Public Records of Lee County, Florida.

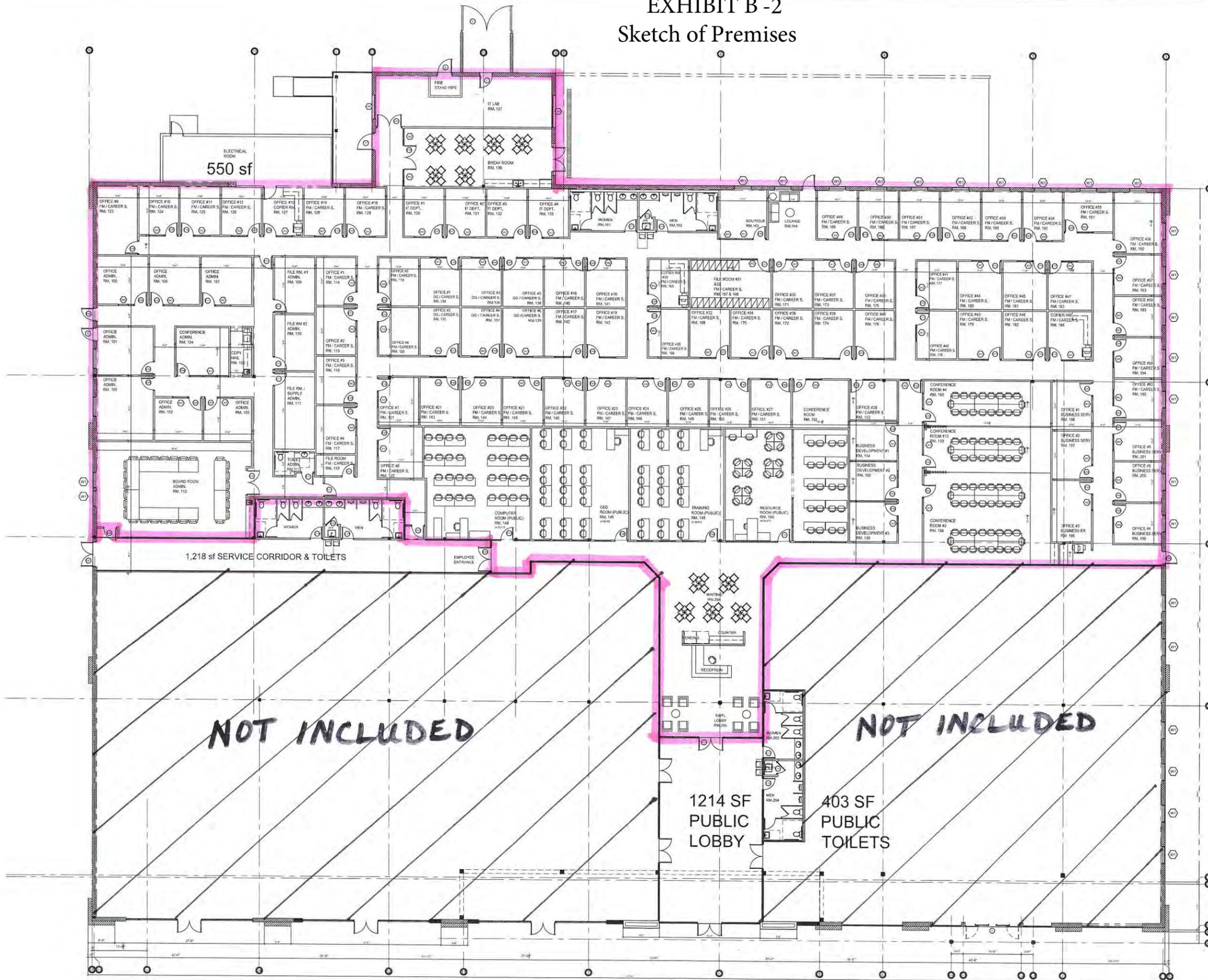
Exhibit B-1

The "Center"



# EXHIBIT B -2 Sketch of Premises

**Project Description:**  
RENOVATE OFFICE SPACES ON FIRST IN AN EXISTING ONE STORY MASONRY WALL & STEEL TRUSS BUILDING. PROVIDE NEW EGRESS DOORS AND DEMISING WALLS. REUSE EXISTING MECHANICAL AND ELECTRICAL EQUIPMENT



**Use of Documents**  
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AR 0005621

Career Source South West Florida  
Fort Myers One Stop  
Alterations Level II

6800 Shoppes at Plantation Dr, Suite 100  
Fort Myers, Florida 33901

10-3-18

EXHIBIT C  
Recorded Instruments

1. Oil, gas, mineral, or other reservations as set forth in deed recorded in Deed Book 196, Page 553, Deed Book 206, Page 452, Deed Book 207, Page 331, Deed Book 254, Page 369, O.R. Book 1206, Page 1346 and O.R. Book 1210, Page 1513, Public Records of Lee County, Florida. No determination has been made as to the current record owner for the interest contained herein.
2. Easement contained in instrument recorded May 24, 1990, under O.R. Book 2151, Page 2455, Public Records of Lee County, Florida.
3. Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189, Page 3281, and amended by Ordinance No. 86-38 in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida.
4. Easement Agreement recorded in O.R. Book 2242, Page 1896 and O.R. Book 2242, Page 1907, Public Records of Lee County, Florida.
5. Notice of Development Order Approval recorded in O.R. Book 2405, Page 3766, Public Records of Lee County, Florida.
6. Termination of Agreement and Ratification of Easements recorded in O.R. Book 2851, Page 319, and Easement Modification and Relocation Agreement recorded in O.R. Book 3041, Page 94, Public Records of Lee County, Florida.
7. Covenants, conditions, rights, assessments, easements and restrictions recorded in O.R. Book 3858, Page 4627, as re-recorded in O.R. Book 3926, Page 4599, Public Records of Lee County, Florida, (hereinafter 'Declaration'), Such Declaration does establish and provide without limitation for easements, liens, charges and assessments.
8. Notice of Development Order Approval recorded in O.R. Book 3963, Page 2880, Public Records of Lee County, Florida.
9. Easement contained in instrument recorded July 24, 2003, under O.R. Book 4003, Page 4748, Public Records of Lee County, Florida.
10. Easement contained in instrument recorded December 9, 2003, under O.R. Book 4142, Page 633, Public Records of Lee County, Florida.
11. Notice of Development Order Approval recorded in O.R. Book 4341, Page 692, Public Records of Lee County, Florida.
12. Terms, conditions and easements contained in Driveway Easement Agreement recorded in O.R. Book 4395, Page 4129, Public Records of Lee County, Florida.
13. Development Order for Shoppes at Plantation Access, DOS2003-00183, contained in instrument recorded in O.R. Book 4460, Page 4664, Public Records of Lee County, Florida.
14. Easement contained in instrument recorded October 12, 2004, under O.R. Book 4462, Page 3772, Public Records of Lee County, Florida.
15. Notice of Lot Split Approval recorded in O.R. Book 4628, Page 485, Public Records of Lee County, Florida.
16. Covenants, conditions, rights, assessments, easements and restrictions recorded in O.R. Book 4738, Page 779, Public Records of Lee County, Florida, (hereinafter 'Declaration'), Such Declaration does establish and provide without limitation for easements, liens, charges and assessments.

17. Notice of Lot Split Approval recorded in Instrument Number 2005000109380, Public Records of Lee County, Florida.

18. Terms and conditions of Easement Agreement recorded in Instrument Number 2006000352404, and Agreement recorded in Instrument Number 2014000037669, Public Records of Lee County, Florida.

## EXHIBIT D Annual Rent

**Tenant:** Southwest Florida Workforce Development Board, Inc.  
**Landlord:** Summus Property Owners, LLC  
**Premises:** 6800 Shoppes at Plantation Drive, STE 170, Fort Myers, FL 33912  
**SF:** 28,953

			Annual Rent Schedule		
			PSF	Total	Month
<b>B A S E  T E R M</b>	7/1/2019	- 6/30/2020	\$ 24.42	\$ 707,113.65	\$ 58,926.14
	7/1/2020	- 6/30/2021	\$ 25.16	\$ 728,327.06	\$ 60,693.92
	7/1/2021	- 6/30/2022	\$ 25.91	\$ 750,176.87	\$ 62,514.74
	7/1/2022	- 6/30/2023	\$ 26.69	\$ 772,682.18	\$ 64,390.18
	7/1/2023	- 6/30/2024	\$ 27.49	\$ 795,862.64	\$ 66,321.89
	7/1/2024	- 6/30/2025	\$ 28.31	\$ 819,738.52	\$ 68,311.54
	7/1/2025	- 6/30/2026	\$ 29.16	\$ 844,330.68	\$ 70,360.89
	7/1/2026	- 6/30/2027	\$ 30.04	\$ 869,660.60	\$ 72,471.72
	7/1/2027	- 6/30/2028	\$ 30.94	\$ 895,750.42	\$ 74,645.87
	7/1/2028	- 6/30/2029	\$ 31.87	\$ 922,622.93	\$ 76,885.24

## **Exhibit E**

### **Full Service Operating Expenses**

The Full Service Operating Expenses shall include the Landlord's costs of the following for the Center and Premises (as specially provided below):

Note: the percentages below are based on the current calculation of the area of the Premises and may change if the area of the Premises or the area of the Center or the area of the Building changes, or if the Landlord re-measures and determines that the area of any of the foregoing were not correct. Also, the percentages set forth below are of the total operating expenses for the Center for each category; the percentages set forth below notwithstanding, the Landlord shall pay as Full Service Operating Expenses 100% of the Operating Expenses for the Premises.

#### Property Tax

40.09% of all real and personal property taxes (Tenant shall pay 100% of the Tangible Taxes for its personal property, and for all other furniture, fixtures, and equipment on the Premises; and assessments levied, imposed, or assessed upon the Premises, during each Lease year;

#### Insurance

40.09% of the premiums for insurance provided by Landlord according to Article 17.3. of the Lease and all other insurance coverage as Landlord (or any lender) may from time to time determine to be necessary or appropriate; the foregoing excludes Tenant's Insurance as required by Article 17.1 of the Lease, which Tenant shall provide at its sole expense;

#### Management

40.09% of the legal fees, accounting fees and property management fees for the Center; and such other expenses which, according to generally accepted accounting principles would be considered to be common area maintenance expenses;

#### Maintenance, Repair, and Replacement

40.09% of the cost of maintaining, repairing and replacing all portions of the Center (including the Existing Center Signs) and certain portions of the Premises, as follows: all common HVAC systems and mechanical systems within the Premises and Building; fire suppression systems and fire inspections; painting and maintenance of building façade for the Building, interior and exterior lighting; roof and structure (including annual roof inspection and preventative maintenance agreement by a roofing contractor reasonably acceptable to Landlord); repair and resurfacing of the parking lot and sidewalks;

gardening and landscaping; exterior pylon and monument signage (excluding Tenant's building signage); common area electricity, common area water, sewer and lift station; and interior and exterior pest control within the Center and Premises;

#### Space A Exclusive Expenses

55.92 % of the following expenses exclusive to space A: access control (FOB System), Alarm Monitoring, Janitorial (Space A common areas), HVAC Reserve (Space A Common areas), HVAC maintenance/service (Space A common areas).

#### Janitorial Services

100% of the janitorial services for the Premises as described in Exhibit F; and 40.09% of the janitorial services for Center and Property, including removal of trash, rubbish, garbage and other refuse;

#### Other Expenses

depreciation or rental on machinery or equipment used in maintenance of the Center; the cost of personnel to implement such services; any expense attributable to costs incurred by Landlord in making capital improvements or other modifications to any part of the Center required by any change in the laws, ordinances, rules, regulations or otherwise that were not in effect on the date the building permit was issued for the construction of the Center and that are required by any governmental or quasi-governmental authority having jurisdiction over the Center, which costs will be amortized over the useful life of the capital improvement or structural repair; and

#### Reserves

If the Landlord, in its sole discretion, reserves for long term capital improvements, for the Center, including but not limited to, the following (the "Reserves"): the roof, the parking lot, painting, and other common elements, portions of the Center. Landlord also reserves the right, in its sole discretion to discontinue or modify the Reserves at any time as it chooses.

# **Exhibit F**

## **Landlord Improvements**

### **Scope of Work**

#### **Demolition:**

- Sawcut opening in existing exterior walls for new windows and doors.
- Sawcut and demo existing concrete slab on grade for new underground plumbing and electrical.
- Demo existing interior walls and ceilings as required for new interior layout.
- Demo exterior windows and doors as required for extended Lobby area and proposed exterior elevation alterations.
- Demo existing truck well, infill with clean fill dirt and patch paving as required.
- Demo existing dumpster enclosure and construct new enclosure in location required for modified parking at rear of building.
- Legally dispose of demo debris.

#### **Site:**

- Provide striping and car stops at rear of building to create additional parking spaces.
- Provide new trees, plants and shrubs at existing landscaped areas.
- Verify irrigation system is in working order and repair as necessary.

#### **Concrete & Masonry:**

- Provide concrete foundation, slab and masonry walls for new Electrical Room at back of building.
- Provide concrete foundation and masonry walls for extended Lobby area.
- Install precast concrete lintels at new window and door opening in existing exterior walls as required.
- Patch masonry at new window and door openings in existing exterior walls as required.
- Infill existing openings in masonry walls as required.
- Prep and pour new slab at underground plumbing and electrical trenches in existing slab including termite treatment as required.
- Provide all reinforcing steel and filled cell concrete as required.

#### **Metals:**

- Provide structural steel framing at existing roof structure for support of new rooftop equipment and openings.
- Provide new bar joist and metal deck roof framing at new Electrical Room.
- Provide new bar joist and metal deck roof framing at extended Lobby area.

#### **Rough Carpentry:**

- Provide fire retardant blocking in new partitions to support wall mounted cabinets, equipment and fixtures as required.
- Provide wood blocking at new roof openings and curbs as required.

#### **Cabinets & Countertops:**

- Provide new cabinets and countertops where indicated.
- Cabinets to be of plywood construction in wet areas and melamine at all other areas.
- Cabinets to have plastic laminate finish with melamine interiors.
- Countertops at reception area and restrooms to be solid surface/stone, remaining countertops to be plastic laminate.

**Roofing:**

- Provide TPO roof system with insulation as required over new Electrical Room and extended Lobby area.
- Remove existing roofing as required for new rooftop equipment and openings.
- Patch and repair existing roofing including flashings as required for new rooftop equipment and equipment openings.

**Insulation:**

- Provide new rigid insulation at exterior infilled masonry walls as required.
- Provide sound batt insulation at new interior partitions.

**Joint Sealants and Firestopping:**

- Provide joint sealants and caulking as required between dissimilar materials.
- Provide head of wall firestopping at fire rated partitions as required.
- Provide firestopping at all penetrations through fire rated partitions.

**Doors & Hardware:**

- Provide new interior hollow metal door frames with wood doors.
- Hollow metal frames at offices to include a 12" sidelight with fire rated glazing at fire rated partitions as required.
- Wood doors to be birch veneer with factory stained finish, color to be selected from manufacturers standard colors.
- Office doors to have 5" x 35" lite w/ fire rated glazing where required.
- Provide new door hardware, keying to be per owner's requirement.

**Windows & Glazing:**

- Provide impact rated storefront windows at new openings in exterior walls.
- Provide impact rated storefront windows as required for proposed exterior elevation alterations.
- Storefront glazing to be tinted and will meet current energy efficiency codes.
- Interior glazing to be ¼" clear tempered, fire rated where required.

**Finishes:**

- Provide new metal framed partitions with a level 4 painted drywall finish.
- Non-fire rated partitions to extend 6" above ceilings.
- Fire rated partitions to extend to roof deck as required.
- Provide new Armstrong white 24"x24" suspended acoustical ceiling grid and tile.
- Patch and repair exterior stucco surfaces as required for damages caused by saw cutting exterior windows and doors.
- Prime (1-coat) and Paint (2-coats) all interior surfaces as required.
- Paint new and existing exterior surfaces.
- Provide carpet in offices, conference rooms, and training rooms. We have included a labor and material allowance of \$35 per square yard.
- Provide ceramic tile in lobby, reception, waiting area, restrooms and breakrooms. We have included a labor and material allowance of \$10 per square foot.
- Provide Johnsonite 3/8" x 6" Thermoplastic Rubber base at Lobby, Reception and Entry Corridor.
- Provide 4" rubber base at all areas not receiving Johnsonite 6" thermoplastic rubber base.
- Provide suspended acoustical "cloud" features at Lobby and Reception ceilings.

**Specialties:**

- Provide solid plastic full privacy toilet partitions at restrooms.
- Provide toilet accessories at restrooms to include hand dryers, toilet tissue holders, grab bars, mirrors and soap dispensers.
- Provide Koala baby changing station with stainless steel finish in Women's and Men's Lobby Restrooms only.
- Provide two vinyl faced folding partitions to separate conference rooms. Folding partition to have a STC (Sound Transmission Class) rating of 0.35 min.
- Provide fire extinguishers and fire extinguisher cabinets as required by code.

**Fire Protection:**

- Modify existing fire sprinkler system as required for new interior office layout.
- Add new sprinkler heads as required to meet fire code.

**Plumbing:**

- Provide CPVC potable water piping and PVC sanitary piping as required for new restrooms, break rooms, drinking fountains, etc.
- Provide plumbing fixtures as required for new restrooms, break rooms, drinking fountains, etc. Fixtures to be American Standard or equal.
- Toilets and urinals to be sensor operated automatic flush valves.
- Restroom sinks to have automatic touchless faucets.

**Mechanical:**

- Provide new mechanical rooftop units.
- Provide new distribution ductwork and grilles as required for interior office layout.
- Provide return ductwork and grilles as required for interior office layout.
- All ductwork to be fiber-duct mains and flex-duct branches.
- Provide programmable thermostat controls.
- Test and balance system for comfort at completion.

**Electrical & Low Voltage:**

- Provide new electrical distribution equipment and gear as required.
- Provide new outlets, LED lighting and switches as required.
- Provide distribution conduit and wiring as required.
- MC cable to be used where allowed by code.
- Provide fire alarm system as required by code.
- Provide conduit, boxes and Cat 5 cable for data/phone. Cat 5 cable to be brought back to Electrical or IT room, final connections and IT equipment by others.
- Provide key card door locks at all exterior entrances and interior security doors. Key cards/key fobs to be supplied by tenant.
- Provide CCTV cameras at exterior building entrances.

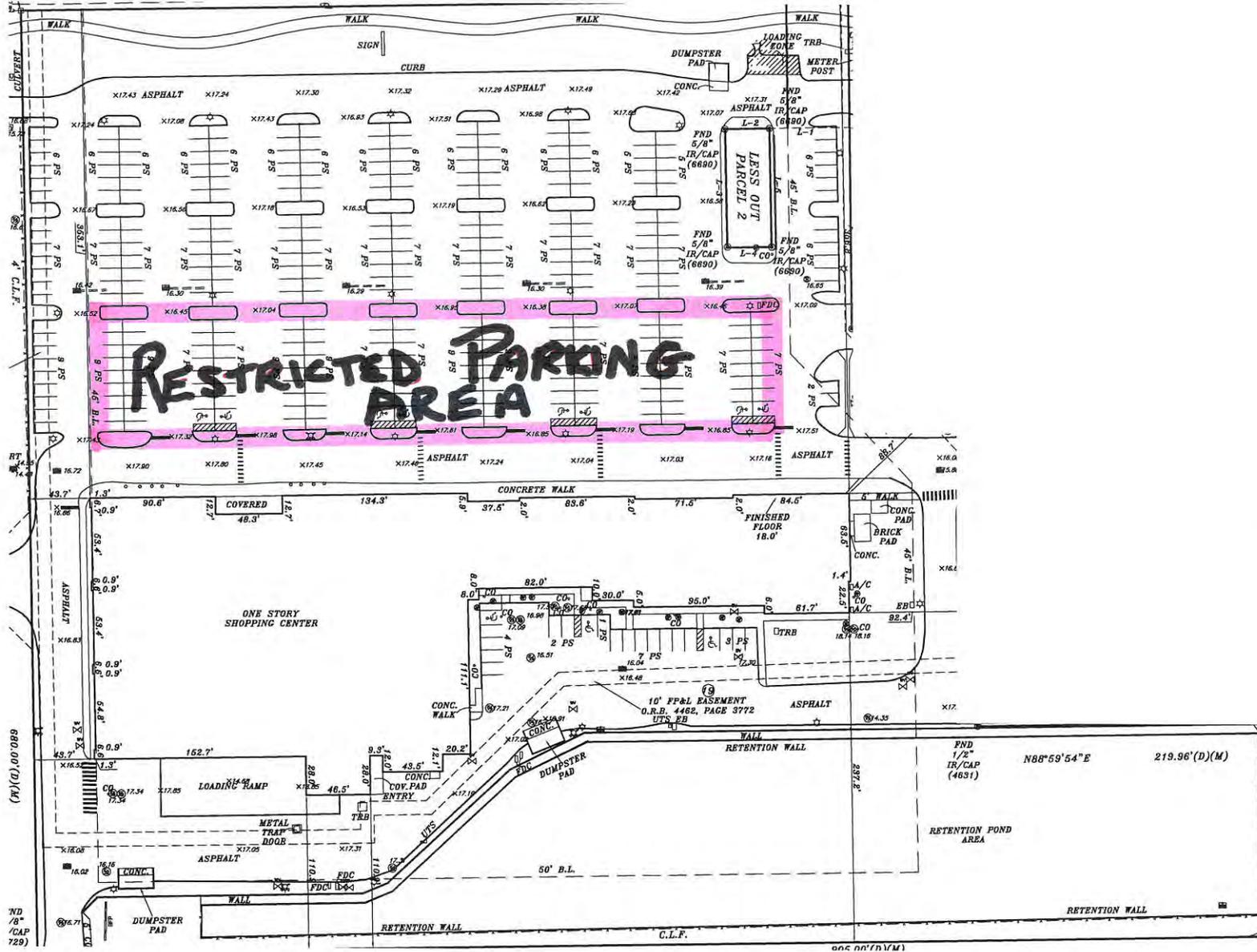
**Other:**

- Design and engineering fees
- Permit and impact fees
- Utility connection and electrical connection fees

**Exclusions:**

- Key cards or key fobs for secure access door locks
- Furnishings
- Reception desk
- TV's and TV brackets
- Window treatments
- Appliances
- Security system within the Premises
- IT/Data equipment
- Sound system
- Phone system

# EXHIBIT G



ALTA SURVEY	09-15-18	DATE:	09-20-18
FIELD SURVEY	C. CORDISCO	DATE:	
CREW CHIEF	SDS	DATE:	
DRAWN BY	1" = 50'	DATE:	
SCALE	22562	DATE:	
LIS JOB NO		DATE:	
SHEET: 2 OF 2		DATE:	
APPROVED			
R.L. SCHUMANN, RLS REGISTERED LAND SURVEYOR NO. 2239 STATE OF FLORIDA VALID ONLY WITH EMBOSSED SEAL			
LIS Land Surveying, LLC d.b.a. S & H Land Survey Co. 21430 Palm Beach Blvd. Alva, FL 33920 239-695-9244 239-695-19828 (Fax) LIB1057			
2572 West State Road 426 Oviedo, FL 32765 321-244-0419 (Fax) LIB1057			

# Exhibit H

## Janitorial Services

### Entrance/Lobbies/Common Areas/Hallways (3 times per week):

- Vacuum and spot clean carpet in high traffic areas.
- Wipe and polish all metal surfaces within hand reach.
- Empty and clean trash receptacles.
- Dust pictures and clean glass if necessary.
- Vacuum or brush lobby furniture.
- Clean directory glass, and spot clean lobby glass.
- Sopot clean doors and walls.
- Vacuum and damp mop all hard surface floors.
- Damp mop tile using neutral cleaner only.

### General Areas/Conference Rooms (3 times per week)

- Vacuum all high-traffic areas.
- Sweep or dust all exposed concrete, vinyl, asphalt, rubber and similar flooring. Pick up spillage as needed.
- Damp mop and thoroughly clean vinyl flooring.
- Dust all desks, if cleared.
- Remove all gum and foreign matter in sight.
- Empty and clean all waste receptacles and replace liners. Remove waste material to building trash bin.
- Clean all furniture tops.
- Check & clean all high and low ledges, shelves, bookcases, credenzas, file cabinets, tables, pictures, etc.
- Disinfect and wash clean all water fountains and water coolers in tenant areas.

### Restrooms (5 times per week)

- Wash all floors with germicidal disinfectant and remove all spots and stains.
- Wash and polish all mirrors and bright work.
- Wash and wipe dry all plumbing fixtures.
- Wash and disinfect all toilet seats, both sides.
- Scour, ash and disinfect all basins and bowls.
- Empty paper towel trash receptacles and dispose in building trash receptacle. Replaced trash liners.
- Fill soap dispensers and paper towel dispensers.
- Fill toilet tissue dispensers.
- Clean and wash receptacles and dispensers.
- Remove fingerprints and spots from walls.
- Remove all unauthorized marks and writing from walls, etc.
- Report all maintenance problems to building manager (dripping faucets, broken fixtures, etc.)

### Kitchen/Breakroom (5 times per week)

- Spot clean all walls.
- Clean and disinfect all countertops, shelving, top of refrigerator, tables, chairs.
- Clean coffee pots and empty old coffee grains.
- Clean microwave(s) inside and outside.
- Empty and clean trash receptacles.
- Vacuum thoroughly.
- Mop hard flooring.

Exhibit I-1  
(Daniels Sign)



Exhibit I-2

(International Drive Sign)

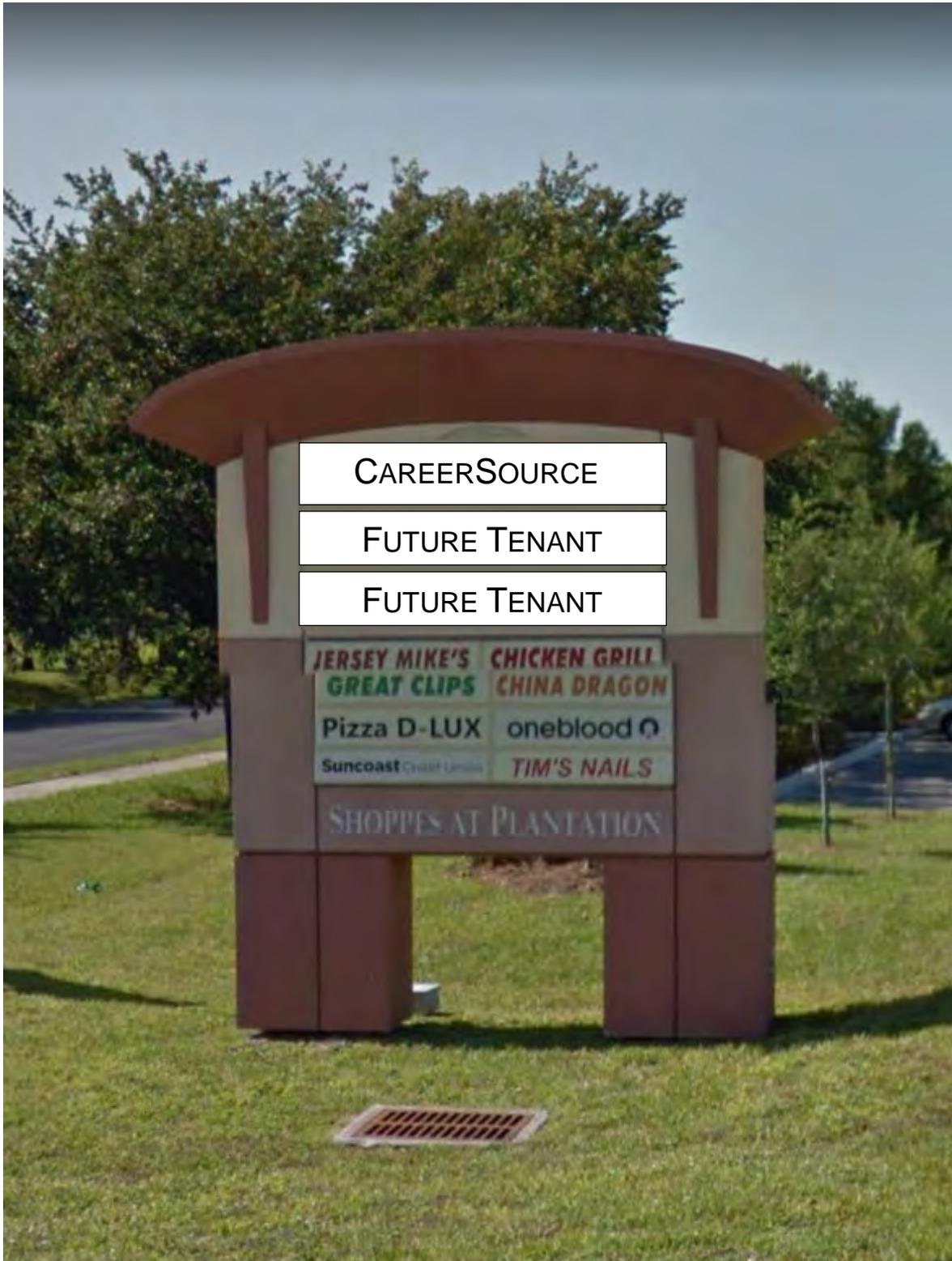
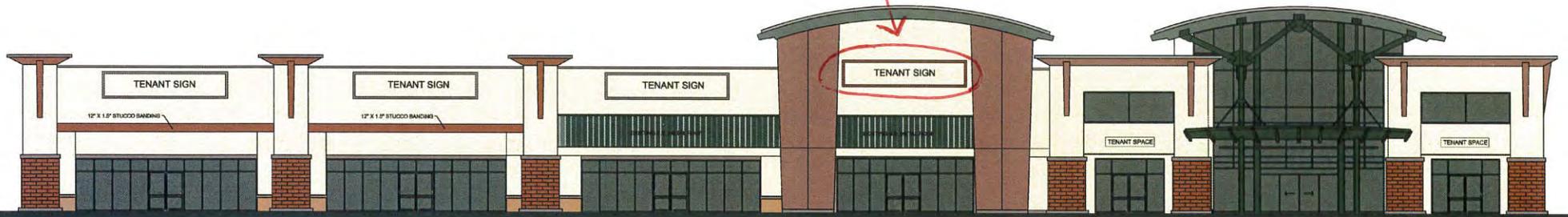


Exhibit I-3  
Tenant Building Signage



PROPOSED EXTERIOR ELEVATION (NORTH)

SCALE 3/8"=1'-0"