

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “Lease”) is made effective as of the 18th day of February, 2025, by and between **MONTERREY REAL ESTATE, LLC** (“Landlord”), and **SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.**, a Florida not-for-profit corporation d/b/a CareerSource Southwest Florida (“Tenant”).

Recitals

Landlord is the owner of that certain improved real property in Hendry County, Florida, legally described on Exhibit “A” attached hereto with a street address of 205 W. C. Owen Avenue, Clewiston, Florida 33440 (the “Property”). This Lease is for a portion of the space within the building located at the Property (the “Building”) consisting of approximately 3,600 rentable square feet (the “Premises”). The location and approximate dimensions of the Premises within the Building are delineated on Exhibit “B” attached hereto and incorporated by reference.

1. Introductory Provisions.

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

i. Lease Commencement Date: The date of the last of the Landlord or Tenant to sign this Lease and deliver the signed copy to the other party shall be the “Lease Commencement Date”.

ii. Possession Date: The date of the last of the following to occur: (i) last of the Landlord or Tenant to sign this Lease and deliver the same to the other party, (ii) Tenant has provided to Landlord the evidence of insurance required by Section 14.A, and (iii) the Completion Notice (defined below) has been provided to Tenant. Tenant shall be entitled to possession of the Premises on the Possession Date.

iii. Term, Options To Renew, and Renewal Term Expense Allowance: The term of this Lease shall begin on the Rent Commencement Date and shall terminate at 11:59 p.m. on the last day of the fifth (5th) Lease Year (the “Lease Termination Date”). As used herein, a “Lease Year” shall mean each twelve (12) month period of this Lease beginning on the Rent Commencement Date and ending on the day immediately prior to each anniversary thereof; provided, however, if the Rent Commencement Date does not occur on the first day of a month, the first Lease Year shall commence on the Rent Commencement Date and end on the last day of the twelfth full calendar month following the Rent Commencement Date (due to the Rent Commencement Date not being on the first of the month). Tenant shall have three (3) options to renew this Lease, each for five (5) year terms. For each applicable Renewal Term, Landlord shall provide Tenant a Capital Expense Allowance as provided in Section 3.C.iii of this Lease.

iv. Permitted Use: educational and office facilities, education and training, public meetings, special events, job fairs, workshops carrying out the functions of a local workforce development board pursuant to Section 445.007, Florida Statutes, and/or any other lawful purpose upon the written consent of Landlord, which consent shall not be unreasonably withheld or delayed.

v. Size of Premises: 3,600 rentable sq. ft. +/- within the Building.

vi. Annual Rent: The Annual Rent for the initial Term is described on Exhibit “C” 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 determined as follows. If the Landlord Improvements are complete (subject to normal punchlist items not affecting occupancy) and the Completion Notice (defined below) is received by Tenant on or before May 15, 2025, then the Rent Commencement Date shall be July 1, 2025. If the Landlord Improvements are not completed (subject to normal punchlist items not affecting occupancy) and the Completion Notice (defined below) is not received by Tenant on or before May 15, 2025, then the Rent Commencement Date will be thirty (30) days after the Landlord Improvements are completed and the Completion Notice is received by Tenant, provided in no event shall the Rent Commencement Date in this instance be earlier than August 1, 2025. However, if the Rent Commencement 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, including during any Renewal Term, as applicable, as more particularly set forth in Section 3.C below. Monthly rent installments shall be paid by electronic transfer (ACH or wire) on or before the first day of each month. Within fifteen (15) days after the Rent Commencement Date, Landlord and Tenant shall execute a "Date Agreement" in the form attached hereto as **Exhibit "D"** confirming the key dates under this Lease including, but not limited to, the Lease Commencement Date, Rent Commencement Date, and the Lease Termination Date.

vii. **Full-Service Lease:** This is a "Full Service Lease", it being the intent of the Landlord and Tenant that except for expenses under Section 40 (Signs) and Section 41 (Utilities) that are stated as the direct responsibility of Tenant, Landlord shall pay all other expenses relating to the Premises and the Building ("**Full Service Operating Expenses**"). Such Full Service Operating Expenses shall include, without limitation, the following: (i) all real and personal property taxes, (ii) premiums for the insurance provided by Landlord according to this Lease and all other insurance coverage as Landlord (or any lender) may from time to time determine to be necessary or appropriate, (iii) the legal fees, accounting fees and property management fees for the Building and such other expenses which, according to generally accepted accounting principles, would be considered to be common area maintenance expenses, (iv) the Janitorial Services (as defined below), and (v) the cost of maintaining, repairing and replacing all portions of the Premises and the Building including, but not limited to all HVAC systems and mechanical systems, fire suppression systems and fire inspections, painting and maintenance of building façade for the Building, interior and exterior lighting, roof and structure, 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 Building and Premises.

viii. **Electrical Service Provider Deposit:** Tenant shall put the electricity 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 the electric 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 the electrical provider for the Premises, Tenant shall make an electric deposit (with any existing 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 (defined below).

ix. **Landlord Improvements:** Landlord, at Landlord's expense, shall undertake and complete those improvements described on **Exhibit "E"** ("**Landlord Improvements**"). Landlord, at Landlord's expense, shall engage a certified architect to prepare plans reflecting the Landlord Improvements, which plans shall be provided to Tenant for Tenant's approval prior to commencement of the work comprising the Landlord Improvements. Landlord and Tenant shall use diligent efforts to agree in writing on a final version of the plans within thirty (30) days after Tenant's receipt of the Draft Plans. Said final, agreed upon plans shall hereinafter be referred to as the "**Buildout Plans**." Promptly after agreement upon the Buildout Plans, Landlord shall apply for permits for the Landlord's Work consistent with the Buildout Plans with the

applicable governmental authorities in Hendry County, Florida and shall diligently pursue such approval and completion of the Landlord Improvements consistent with the Buildout Plans. Upon completion of the Landlord Improvements (subject to normal punchlist items not affecting occupancy) and receipt of a final certificate of occupancy (or its equivalent) from the applicable governmental entity for the Landlord Improvements, Landlord shall provide Tenant with written notice of the same including a copy of the certificate of occupancy ("Completion Notice") Landlord shall use commercially reasonable efforts to complete the Landlord Improvements consistent with the Buildout Plans and provide the Completion Notice by May 15, 2025. If the Landlord does not complete the Landlord Improvements and deliver the Completion Notice on or before May 15, 2025, Tenant shall have the right, but not the obligation to elect in its sole discretion to, occupy and use the existing portion of the Building as more particularly shown on Exhibit "E-1" attached hereto ("Temporary Space") at no cost. Tenant shall have the right to use and occupy the Temporary Space for up to sixty (60) days after the Landlord Improvements are complete and Landlord has provided the Completion Notice to Tenant. Tenant shall be permitted to use any and all existing improvements located in the Temporary Space. 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. If Landlord fails to complete the Landlord Improvements and deliver the Completion Notice to Tenant on or before 5:00 p.m., on January 31, 2026, Tenant may elect to terminate this Lease by written notice to Landlord, and thereafter this Lease shall be considered terminated and the parties shall have no further rights and obligations pursuant to the terms of this Lease. Upon completion, the Landlord Improvements become part of the Building. If Landlord properly completes the Landlord Improvements and delivers the Completion Notice prior to Tenant delivering written notice of Tenant's termination, then Tenant's termination right set forth in this subsection ix. shall be of no further force and effect.

x. 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 considered to have accepted the Leased Premises for occupancy as of the date of possession, with Landlord Improvements constructed in accordance with all required permits and applicable law. Notwithstanding the foregoing, Landlord shall timely cooperate to make any requested repairs or corrections to the Landlord Improvements requested by Tenant during any contractor warranty period.

B. 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 approximately 3,600 rentable square feet within the Building on the Property, as depicted on Exhibit "B".

3. Term And Renewal Terms.

A. Lease Term. The term of this Lease (the "Term") shall commence on the Rent Commencement Date and shall terminate at 11:59 p.m. on the last day of the fifth (5th) Lease Year.

B. Tenant's Right To Terminate For Failure of Appropriations. Landlord acknowledges that Tenant is a regional workforce board established and existing pursuant to Section 445.007, Florida Statutes. 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 or the United States government. If the State of Florida or the United States government shall fail to provide or approve funding

which is necessary or sufficient for Tenant in Tenant's determination to continue or fulfill the obligations hereunder, Tenant may elect to terminate this Lease at any time without penalty by providing Landlord with no less than one hundred eighty (180) days written notice of Tenant's election to terminate (the "**Funding Termination Notice**"), which Funding Termination Notice shall include written documentation establishing the failure of appropriations. If the Funding Termination Notice is provided, then (i) this Lease shall terminate and be treated as expired on the date specified in the Funding Termination Notice, (ii) Tenant shall receive a refund of any prepaid rent or other prepaid sums, and (iii) the parties shall thereafter have no further rights, duties, obligations, or liabilities under this Lease including, without limitation, any future obligations to pay Annual Rent or any other sums hereunder.

C. **Renewal Terms**. Provided Tenant is not in default at the end of the Lease Term, Tenant shall, at its option, have the right to renew this lease for three (3) additional terms of five (5) years (each, a "**Renewal Term**"), with such Renewal Term commencing upon the expiration of the original Lease Term, or then-current Renewal Term, as applicable, subject, however, to the following terms and conditions:

i. Tenant must provide Landlord with written notice at least ninety (90) days prior to the expiration of the original Lease Term, or then-current Renewal Term, as applicable, that Tenant intends to renew the Lease for a Renewal Term (the "**Renewal Notice**").

ii. All terms and conditions of this Lease are to remain the same and in full force and effect, except as follows:

a. In the event Tenant exercises its first Renewal option (i.e. Lease Years 6 through 10), then on each anniversary of the Rent Commencement Date, the Annual Rent then-in effect (i.e., the Annual Rent in effect immediately prior to the expiration of the initial Lease Term) shall be increased by three percent (3.0%), in accordance with the Annual Rent table set forth on **Exhibit "C-1"** attached hereto.

b. In the event Tenant exercises its second Renewal option (i.e. Lease Years 11 through 15), the Annual Rent then-in effect for Lease Year 11 shall be re-calculated to a sum equal to the Fair Market Rental Value (defined below) for the Premises plus Full-Service Lease Expenses (defined below) pursuant to the terms of subparagraphs *i* and *ii* below. For each Lease Year after Lease Year 11 within the second Renewal Term, the Annual Rent shall be increased by three percent (3.0%) on the anniversary of the Rent Commencement Date.

i. **Definitions**.

a. "**Comparable Space**" means all multi-tenant office buildings with similar access, traffic counts, visibility and signage in the Comparable Submarket.

b. "**Comparative Submarket**" means comparative commercial buildings in Clewiston, Florida.

c. "**Fair Market Rental Value**" or "**Value**" means the fair market base rent of the Premises (i.e. not including operating costs), based on and taking into account the base rental rates of leases for Comparable Spaces located in the Comparable Submarket during the Renewal Term.

d. "**Full-Service Lease Expenses**" means Tenant's pro rata portion, based upon square footage, of Landlord's costs and expenses for the Premises and Building, which shall be calculated by averaging Landlord's applicable expenses for the prior three (3) Lease Years. As part of said calculation, Landlord shall provide an accurate accounting and all backup documentation required by

Tenant relating to the costs and expenses for the Premises and Building, including those services set forth in Section 1.A.vii hereof, as applicable. Tenant shall not be charged for any portion of ad valorem real estate taxes to the extent Tenant remains a 501(c)(3) entity.

ii. For the first (1st) year of the second (2nd) Renewal Term, the Annual Rent shall be a sum equal to the Fair Market Rental Value plus the Full-Service Lease Expenses. Upon the exercise by Tenant of its option to renew for the second Renewal Term in this Section 3.C, within thirty (30) days after Landlord's receipt of the Renewal Notice, Landlord shall advise Tenant of the applicable Fair Market Rental Value and Full-Service Lease Expenses for the second Renewal Term. If Tenant disagrees with Landlord's determination of Fair Market Rental Value or Full-Service Lease Expenses, Tenant shall provide written notice to Landlord of its objection within thirty (30) days after Landlord's notice to Tenant, including Tenant's statement of what it believes the Fair Market Rental Value and Full-Service Lease Expenses should be. If Tenant has not timely provided an objection notice to Landlord, then Landlord and Tenant shall enter into an amendment to this Lease within ten (10) business days memorializing the Annual Rent for the second Renewal Term pursuant to the terms and conditions of this Section.

However, if Tenant delivers a timely objection notice, then upon Landlord's receipt of the notice, Landlord and Tenant shall, for a period of thirty (30) days, negotiate in good faith to agree on the Fair Market Rental Value and Full-Service Lease Expenses. Upon agreement, Landlord and Tenant shall enter into an amendment to this Lease within ten (10) business days memorializing the Annual Rent for the second Renewal Term pursuant to the terms and conditions of this Section.

If the parties cannot agree on the Full-Service Lease Expenses within such thirty (30) day period, then Landlord and Tenant shall mutually agree upon a Florida certified public accountant with an office located in Lee, Collier or Hendry County, Florida who shall perform an independent audit of the Landlord's books and records to determine the Full-Service Lease Expenses and the cost for said audit shall be split equally between Landlord and Tenant. If the Landlord and Tenant are unable to mutually agree upon a Florida certified public accountant with an office located in Lee, Collier or Hendry County, Florida, then each shall select a Florida certified public accountant with an office located in Lee, Collier or Hendry County, Florida, which certified public accountants shall then collectively select a third Florida certified public account with offices located in Lee, Collier or Hendry County, Florida who shall determine the Full-Service Lease Expenses (the "Accountant"). The Accountant shall perform an independent audit of the Landlord's books and records to determine the Full-Service Lease Expenses. The Accountant shall be engaged by Landlord within ten (10) business days. The cost for the audit performed by the Accountant will be split equally between the Landlord and the Tenant with Landlord paying the accountant directly and submitting an invoice to the Tenant to be reimbursed for Tenant's fifty percent (50%) share of said cost. The Accountant's audit pursuant to this subsection shall be binding upon the Landlord and the Tenant.

If the parties cannot agree on the Fair Market Rental Value within such thirty (30) day period, then Landlord and Tenant shall engage a MAI appraiser located in Southwest Florida (with Tenant making the first selection), from the list of appraisal companies provided on Exhibit "F" attached hereto, to determine the Fair Market Rental Value. The MAI appraiser selected by Tenant shall be engaged by Landlord within ten (10) business days. The cost for the appraisal will be split equally between Landlord and Tenant, with Landlord paying the appraiser directly and submitting an invoice to the Tenant to be reimbursed for Tenant's fifty percent (50%) share of said cost. If Landlord and Tenant mutually agree with the appraised value provided by the MAI appraiser, or any value, then Landlord and Tenant shall enter into an amendment to this Lease within ten (10) business days memorializing the Annual Rent for the second Renewal Term pursuant to the terms and conditions of this Section. If the parties do not agree on the Fair Market Rental Value determined by the MAI appraiser, then Landlord shall make the second selection of a MAI appraiser from the list of appraisers provided on Exhibit "F" attached hereto, which MAI appraiser shall be engaged by Landlord within ten (10) business days, and the cost of which second appraisal shall be split

equally between Landlord and Tenant, with Landlord paying the appraiser directly and submitting an invoice to the Tenant to be reimbursed for Tenant's fifty percent (50%) share of said cost. If Landlord and Tenant mutually agree with the appraised value provided by the MAI appraiser, or any value, then Landlord and Tenant shall enter into an amendment to this Lease within ten (10) business days memorializing the Annual Rent for the second Renewal Term pursuant to the terms and conditions of this Section.

If the parties do not agree on the Fair Market Rental Value after the second appraisal is received, then the Tenant shall select a third MAI appraiser from the list of MAI appraisers provided on Exhibit "F" to complete a third and final appraisal, which MAI appraiser shall be engaged by Landlord within ten (10) business days, and the cost of which third appraisal shall be split equally between Landlord and Tenant, with Landlord paying the appraiser directly and submitting an invoice to the Tenant to be reimbursed for Tenant's fifty percent (50%) share of said cost. In such event, the Fair Market Rental Value will be the average of all three appraisals obtained pursuant to this Section. Landlord and Tenant shall enter into an amendment to this Lease within ten (10) business days memorializing the Annual Rent for the second Renewal Term pursuant to the terms and conditions of this Section.

In the event either the Full-Service Lease Expenses or the Fair Market Rental Value for the second Renewal Term has not be memorialized in an amendment to this Lease pursuant to the terms of this subparagraph B prior to the commencement of Lease Year 11, the Annual Rent then in effect for Lease Year 10 shall remain in effect until said amendment can be finalized, at which time Landlord and Seller agree to formalize in writing a true-up of any difference between the Annual Rent actually paid by Tenant and the Annual Rent due for Lease Year 11 through the date of said amendment to Lease.

c. In the event Tenant exercises its third Renewal option (i.e. Lease Years 16 through 20), then on each anniversary of the Rent Commencement Date, the Annual Rent then-in effect (i.e., the Annual Rent in effect immediately prior to the expiration of the second Renewal Term) shall be increased by three percent (3.0%).

iii. Renewal Term Capital Expense Allowance. In the event Tenants exercises its option to renew pursuant to Section 3.C for above for either the first or third Renewal Term, Landlord shall provide Tenant a capital expense allowance as follows (the "Capital Expense Allowance"):

(i) \$36,000.00 for the first Renewal Term, and (ii) \$36,000.00 for the Third Renewal Term; provided that for such Third Renewal Term, the amount of the Capital Expense Allowance shall be increased by the percentage of increase, if any, in the "CPI-U" between the published CPI-U on the Lease Commencement Date and the published CPI-U on the date of the commencement of the third Renewal Option (i.e. Lease Year 16), such "CPI-U" being defined as the Consumer Price Index for All Urban Consumers, prepared by the Bureau of Labor and Statistics of the U.S. Department of Labor. The Capital Expense Allowance shall be paid in Tenant'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.

4. 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.

5. 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 except as set forth in Sections 10 and 24 or as otherwise provided in this Lease, the following rentals (collectively, the "Rent"):

A. Annual Rent. The Annual Rent (referred to herein as the “**Annual Rent**”) shall be paid as described in Section 1.A.vi, 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).

B. 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. Notwithstanding this definition, nothing contained herein shall affect the nature of this Lease, which is a “Full Service Lease.”

C. 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.

6. Common Area. Tenant, its guests, visitors, employees and business invitees shall have the non-exclusive right to use the common areas within the Building made available by Landlord, which include parking areas and sidewalks, 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.

7. 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 be required with respect to any of the foregoing described alterations, additions, changes, re-configurations or improvements, provided Tenant’s consent shall not be unreasonable withheld.

8. Use of Premises.

A. Use. Tenant shall use and occupy the Premises only for the Permitted Use set forth in Section 1.A.iv 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, which consent shall not be unreasonable withheld. 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. Landlord represents and warrants that the Permitted Use is not inconsistent with the zoning for the Property or with any restrictive covenants encumbering or affecting the Property.

B. Parking. Tenant and Tenant’s employees and customers shall have the right to the use of the parking areas on the Property in common with other tenants and parties with the right to use the same.

Notwithstanding the foregoing, Landlord shall ensure Tenant is provided sufficient parking to satisfy the Permitted Use and comply with all applicable zoning and permits for the Premises, including any requirements of applicable governmental entities.

9. 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 may not be unreasonably withheld. 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 considered Alterations and no approval shall be required from Landlord regarding the same. The Landlord Improvements shall not be considered Alterations. Further, notwithstanding the foregoing, Tenant may perform cosmetic, nonstructural alterations to the Premises from time to time in its sole discretion with a cost not exceeding \$25,000 without obtaining consent from Landlord, and Tenant shall have no obligation to remove any such alterations from the Premises prior to surrender.

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.

10. **Maintenance and Repairs by Landlord.** Landlord, at its expense, shall repair, maintain and replace the Premises to keep the Premises in good condition and repair, 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. In the event of Landlord's failure to maintain and repair the Premises pursuant to the terms hereof, then after ten (10) days' notice and opportunity to cure, Tenant shall have the right, but not the obligation to undertake the maintenance or repairs and all such costs and expenses associated therewith incurred by the Tenant shall be held from Tenant's payment of Rent.

11. **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 "G"** attached hereto.

12. **Tenant's Property.**

A. **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.

B. **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.

13. **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.

14. Insurance and Indemnity.

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

i. 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;

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

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

B. 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.

C. 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.

D. 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 Building, 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 Building, 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.

15. Destruction.

A. Partial Destruction. Subject to the provisions of Section 14, if the Premises, Building 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, Building, 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 tenantable.

B. Substantial or Total Destruction. If the Premises, Common Area, or Building shall be totally destroyed or damaged by casualty, or in the Landlord's opinion if the Premises, Building, 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, Building, and Common Area; or, the estimated time to repair or replace the damage or destruction exceeds ninety (90) days from the date of damage or destruction; then Landlord shall provide written notice to Tenant within thirty (30) days of the casualty event, and Landlord or Tenant may thereafter 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.

16. Condemnation (Eminent Domain).

A. 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.

B. Partial Condemnation. If any part of the Premises, Building, 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 Building 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 Building 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.

C. 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.

17. Assignment and Subletting. Except as expressly set forth in this provision, Tenant shall not assign, mortgage or encumber this Lease, in whole or in part without the consent of the Landlord. Tenant shall

however, have the right, without Landlord's consent, to sublease all or portions of the Premises to "one-stop partners" or related governmental agencies on any terms acceptable to Tenant provided such subleases shall be subject to all of the terms, provisions, and conditions of this Lease.

18. 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 Building, 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 fifteen (15) days after Landlord's request therefore.

19. 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; 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, but no more than one (1) time per calendar year. It is expressly understood that any such statement may be relied upon by Landlord and any prospective purchaser or lender.

20. 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.

21. Default by Tenant.

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

i. 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 (5) calendar days of Landlord's notice of default;

ii. The appointment of a receiver for Tenant's property;

iii. 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;

iv. The dissolution or liquidation of Tenant;

- v. Any assignment of Tenant's interest hereunder in violation of this Lease;
- vi. The breach by Tenant of any of its material representation or warranty set forth in this Lease;
- vii. 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 Section s21.1.iv, or 21.1.vi, 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 22 below.

22. 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:

A. 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.

B. 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.

C. 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 re-letting, net of the Tenant's obligations as specified.

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

E. 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.

23. Default by Landlord. Landlord shall not be in default unless Landlord fails to perform its obligations under this Lease within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord specifying wherein Landlord has failed to perform such obligations. If the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Tenant's obligation to provide written notice to Landlord of a default by Landlord is limited to those instances where knowledge of Landlord's default is within the actual knowledge of Tenant.

24. Tenant Remedies. If Landlord fails to cure a prospective default within the thirty (30) day period, Tenant shall have the option to cure the default or to terminate this Lease, in addition to any other remedies at law or equity not inconsistent herewith. Should Tenant elect to cure the default itself, all costs associated with such cure, including reasonable attorneys' fees (if any), shall be reimbursed by Landlord to Tenant within thirty (30) days after receipt of Tenant's invoice for said costs. However, upon Landlord's failure to so reimburse or, at Tenant's option, said costs shall be held from Tenant's payment of Rent.

25. 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.

26. 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.

27. 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.

28. 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 the Rent, for up to a ninety (90) day period that Tenant shall retain possession of the Premises or any part thereof, and an amount equal to one and a half (1.5) times the Rent following said ninety (90) day period for any additional time that 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 affirmation 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.

29. 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.

30. Rules and Regulations. Tenant shall observe and comply with the Rules and Regulations reasonably adopted by Landlord from time to time for the safety, care, and cleanliness of the Building, or the preservation of good order therein. 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 Building 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 Lease Commencement Date, there are no Rules and Regulations.

31. 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, in its commercially reasonable discretion, might cause impairment or interference with the provisions of services to the Building.

32. 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 Building.

33. 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 of 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.

34. Other Tenants. Landlord does not warrant the continuous operation by any other tenant in the Building. 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.

35. 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.

36. 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 within thirty (30) days of the Rent Commencement Date in the amount of Twenty Eight Thousand Six Hundred Seventy and 00/100 Dollars (\$28,670.00) (the "Broker Commission"). Should Landlord fail to pay the Broker Commission and should such failure continue for a period of thirty (30) days following Tenant's written notice thereof to Landlord, then Tenant shall have the right, but not the obligation, to pay Premier directly the Broker Commission and then offset and reduce the monthly installments of Rent next due under the terms of this Lease by the amount of the Broker Commission paid by Tenant to Premier on behalf of Landlord.

37. 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 email; and shall be addressed, at the address set forth below. Either party may designate such other address as shall be given by written notice according to this provision.

If to Landlord: Monterrey Real Estate, LLC
20400 Riverbrook Run
Estero, Florida 33928
Email: conradoayala89@hotmail.com

If to Tenant: Southwest Florida Workforce Development Board
d/b/a CareerSource
Attn: Peg Elmore, President/CEO
6800 Shoppes at Plantation Dr., Suite 170
Fort Myers, Florida 33912
Email: pelmore@careersourcesouthwestflorida.com

With copy to: Coleman, Yovanovich & Koester, P.A.
Attn: Gregory L. Urbancic, Esq.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
Email: gurbancic@cyklawfirm.com

38. Miscellaneous.

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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 Hendry 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.

I. 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.

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

K. 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 county 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.

39. 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.

40. Signs.

A. Signage, Generally. Tenant shall not place, erect or install any signs on any portion of the Premises nor allow to be erected or installed any signs, printed displays or show window lettering visible from outside the Premises without the prior written approval of Landlord, which approval shall not be unreasonably withheld. Landlord may establish standard lettering for the door to the Premises or may place a directory of tenants in the Common Area. Notwithstanding the foregoing, Tenant shall be permitted to place the maximum allowable exterior, window and storefront signage upon the Premises consistent with applicable laws, rules, regulations and ordinances. All of Tenant's signage shall be maintained, repaired, and/or replaced at Tenant's sole expense.

B. Monument Signage. Landlord and Tenant acknowledge that as of the Lease Commencement Date, there is no monument sign on the Property, although there is a pole in the location of the previously existing monument sign. In the event Landlord installs a monument sign, Tenant shall be allocated no less than fifty percent (50%) of the panel sign face and permitted to place its signage on the monument sign.

In the event Landlord has not installed a monument sign, Tenant shall have the right, but not the obligation, to install a monument sign in the prior monument sign location consistent with the terms of this subsection. At such time as Tenant desires to install a monument sign, Tenant shall notify Landlord of its intent to install a monument sign and provide Landlord with quotes from a licensed sign contractor to install either (i) a two-panel monument sign on the Property ("Two-Panel Sign") or (ii) a single-panel monument sign on the Property ("Single-Panel Sign"). Landlord shall have fifteen (15) days after receipt of such notice ("Sign Election Period") from Tenant to advise Tenant in writing of whether Landlord elects to have Tenant install either (i) a Two-Panel Sign or (ii) a Single-Panel Sign.

If Landlord elects within the Sign Election Period to have Tenant install a Two-Panel Sign, then the following shall apply. Tenant may proceed with the installation of the Two-Panel Sign consistent with the quote provided to Landlord. Tenant shall pay for the cost of any permitting and installment of the Two-Panel Sign; provided, however, that Landlord agrees to reimburse Tenant fifty percent (50%) of the permitting and installation costs for the Two-Panel Sign. Reimbursement from Landlord to Tenant shall be within twenty (20) days after Tenant notifies Landlord that installation is completed and advises Landlord of its share of the cost. As part of the installation of the Two-Panel Sign, Tenant shall place its signage on fifty percent (50%) of the panel signage. Landlord will be permitted to use the remaining fifty percent (50%) of the signage on the Two-Panel Sign for other tenants.

If Landlord either makes no election during the Sign Election Period or Landlord elects within the Sign Election Period to permit Tenant to install a Single-Panel Sign, then Tenant may proceed with the installation of the Single-Panel Sign consistent with the quote provided to Landlord. Tenant shall pay for the cost of any permitting and installment of the Single-Panel Sign. Landlord shall have no obligation to pay for any portion of the permitting and installation costs for the Single-Panel Sign. Following installation of the Single-Panel Sign by Tenant, Tenant shall have the right to use one hundred percent (100%) of the panel sign face and permitted to place its signage on the monument sign.

All monument signage to be installed must comply with applicable laws, rules, regulations and ordinances. Regardless of whether a Two-Panel Sign or Single-Panel Sign is installed, once installation of

the monument sign is complete and all permits for the monument sign are closed, Landlord shall assume and be responsible for the ongoing maintenance and repair of the monument sign and any costs associated therewith.

41. Utilities. Tenant shall be responsible for any and pay for any telephone, internet, satellite, and other data or wireless service desired by Tenant and for all utilities that exclusively service the Premises. Landlord shall not be liable for the quality, quantity, impairment, interruption, stoppage or other interference with any utility services furnished to the Premises unless caused by Landlord. Tenant shall have access rights through the Building for the purpose of connecting into telecommunications services to service the Premises. Landlord shall timely execute any access agreements or other authorizations that may be required by Tenant's vendors to provide such utilities to the Premises.

{Remainder of page intentionally left blank. Signatures appear on following page(s)}.

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

LANDLORD:

MONTERREY REAL ESTATE, LLC,
a Florida limited liability company

By: 
Print Name: Conrado Ayala
Title: Manager

TENANT:

**SOUTHWEST FLORIDA WORKFORCE
DEVELOPMENT BOARD, INC.,**
a Florida not-for-profit corporation
d/b/a CareerSource Southwest Florida

By: 
Peg Elmore
Peg Elmore, President/CEO

Digital signature by Peg Elmore
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EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY

Lots 19, 20, 21, 22, and 23, in Block 452 of the General Plan of Clewiston, Florida, as revised September 7, 1937, according to the plat thereof recorded in Plat Book 2, Pages 71-78, inclusive, of the Public Records of Hendry County, Florida.

Parcel Identification Number: 3-34-43-01-010-0452-013.0

EXHIBIT "B"

Premises

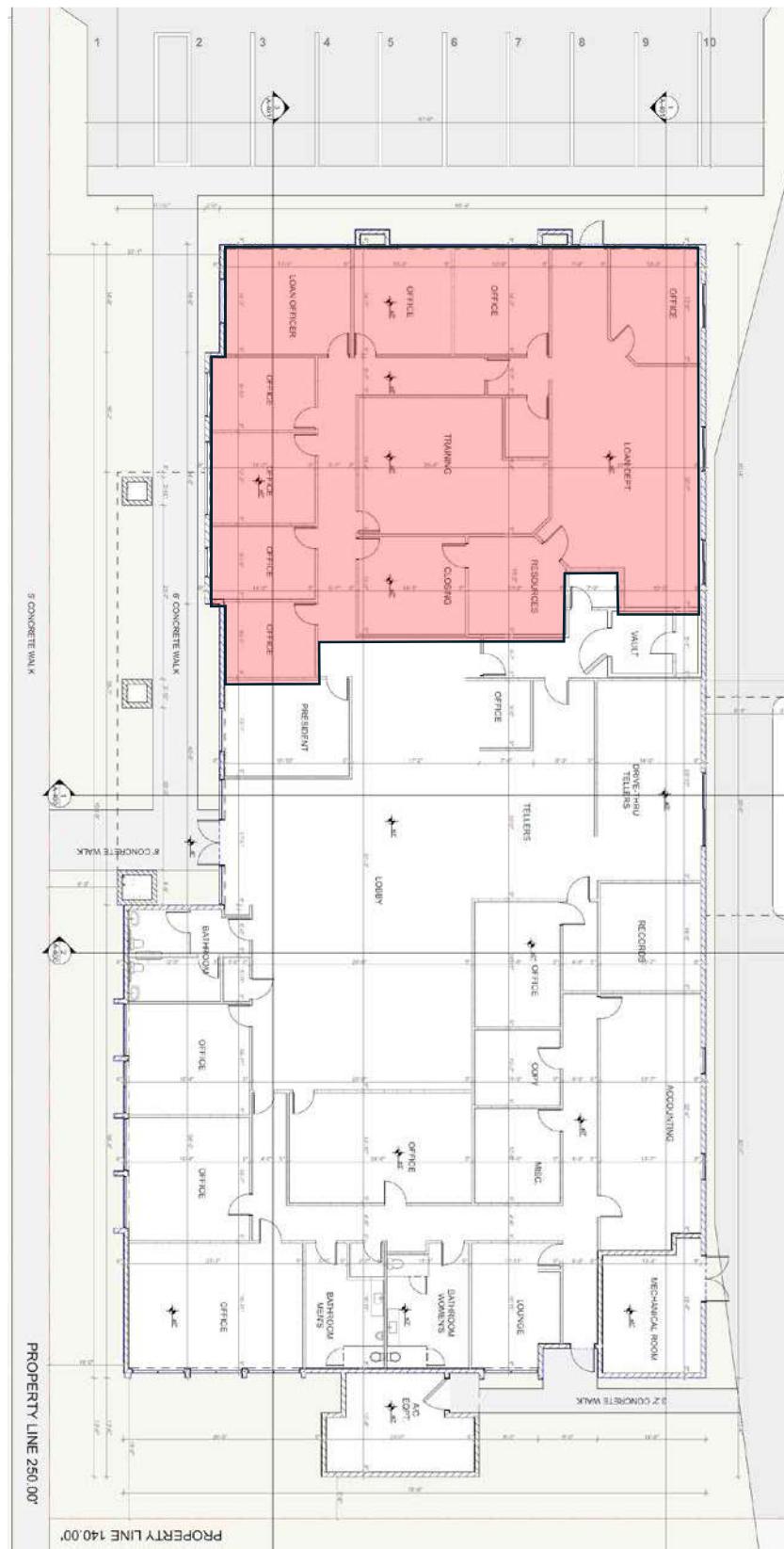


EXHIBIT "C"
ANNUAL RENT – INITIAL TERM

<u>Lease Year</u>	<u>Calendar Dates</u>	<u>Total Annual Rent</u>	<u>Monthly Installment of Rent</u>
1	_____, 2025 - _____, 2026	\$117,000.00	\$9,750.00
2	_____, 2026 - _____, 2027	\$120,510.00	\$10,042.50
3	_____, 2027 - _____, 2028	\$124,125.30	\$10,343.78
4	_____, 2028 - _____, 2029	\$127,849.06	\$10,654.09
5	_____, 2029 - _____, 2030	\$131,684.53	\$10,973.71

EXHIBIT "C-1"
ANNUAL RENT – FIRST RENEWAL TERM

<u>Renewal Lease</u>			
<u>Year</u>	<u>Calendar Dates</u>	<u>Total Annual Rent</u>	<u>Monthly Installment of Rent</u>
6	_____, 2030 - _____, 2031	\$135,635.07	\$11,302.92
7	_____, 2031 - _____, 2032	\$139,704.12	\$11,642.01
8	_____, 2032 - _____, 2033	\$143,895.24	\$11,991.27
9	_____, 2033 - _____, 2034	\$148,212.10	\$12,351.01
10	_____, 2034 - _____, 2035	\$152,658.46	\$12,721.54

EXHIBIT "D"
DATE AGREEMENT

Pursuant to Section 1.A.vi of the Lease dated _____ (the "Lease"), by and between **MONTERREY REAL ESTATE, LLC** ("Landlord"), and **SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.**, a Florida not-for-profit corporation d/b/a CareerSource Southwest Florida ("Tenant"), Landlord and Tenant hereby agree and confirm the following dates and information as follows:

1. The Lease Commencement Date is _____.
2. The Rent Commencement Date is _____. The Tenant shall pay pro-rated Rent for the time period of _____, in the amount of \$ _____ on _____.
3. The Lease Termination Date is _____.
4. Exhibit "C" and Exhibit "C-1" are updated to include the calendar dates (attached hereto).

The provisions of this Date Agreement do not and are not intended to void or modify any provision(s) of the Lease other than those specifically addressed and agreed to herein, and any construction to the contrary is expressly denied and negated.

AGREED TO AND ACCEPTED on this Date of _____.

LANDLORD:

MONTERREY REAL ESTATE, LLC,
a Florida limited liability company

By: _____
Print Name: _____
Title: _____

TENANT:

SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.,
a Florida not-for-profit corporation
d/b/a CareerSource Southwest Florida

By: _____
Peg Elmore, President/CEO

EXHIBIT "E"

Landlord Improvements

1. Main entrance area needs to be ADA accessible (see #1).
2. Replace front entrance door with storefront glass door (see #2).
3. Add second unisex bathroom (see #3).
4. Add second exit door be installed to meet code (location TBD).
5. Remove left wall near entrance (to be shown on plans in Lease Exhibit).
6. Relocate cabinets from entrance to alternate office (TBD).
7. Remove remaining cabinets located just inside the door, file cabinets and cubicles.
8. Outdoor signage and exterior repair (new signage by Tenant at Tenant's expense).
9. Paint all surfaces:
 - (i) walls: Agreeable Gray (SW7029) Flat Finish; (ii) doors, trim and base: Pure White (SW 7005); Semigloss Finish. All paint by Sherwin-Williams "Emerald" or "Duration" paint.
10. Replace all window treatments with Sheerweave Roller Shade SW 4000 / 5%. Color: 4000-U61 ECO / Greystone. Fascia: 4" Deluxe (Vanilla).
11. Ensure the Premises has functioning smoke detectors, fire extinguishers, exit lighting, etc. to pass fire code.
12. Replace flooring throughout: (i) LVT in hallways and breakroom, and (ii) carpet tiles in all offices.

LVT by Enduromax:
Aruba Collection: FPC9701104 / Island Retreat.

Carpet Tile by Mohawk: Academic View BT433 / Color 924 Platinum. Install Method: "Quarter Turn"

13. Replace stained ceiling tiles
14. HVAC: Ensure HVAC system is of adequate size & balanced for the Premises.

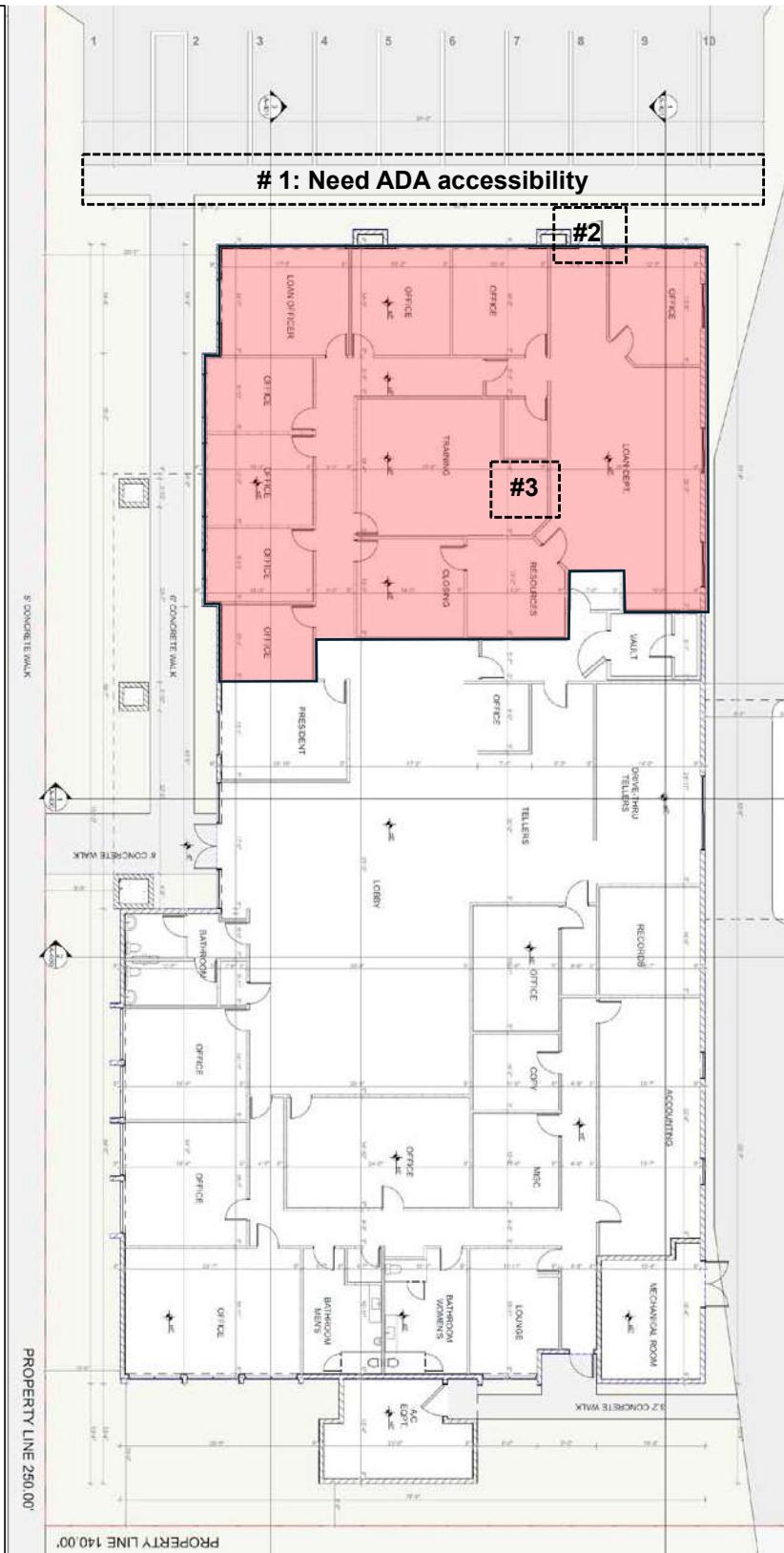


EXHIBIT "E-1"

Temporary Space

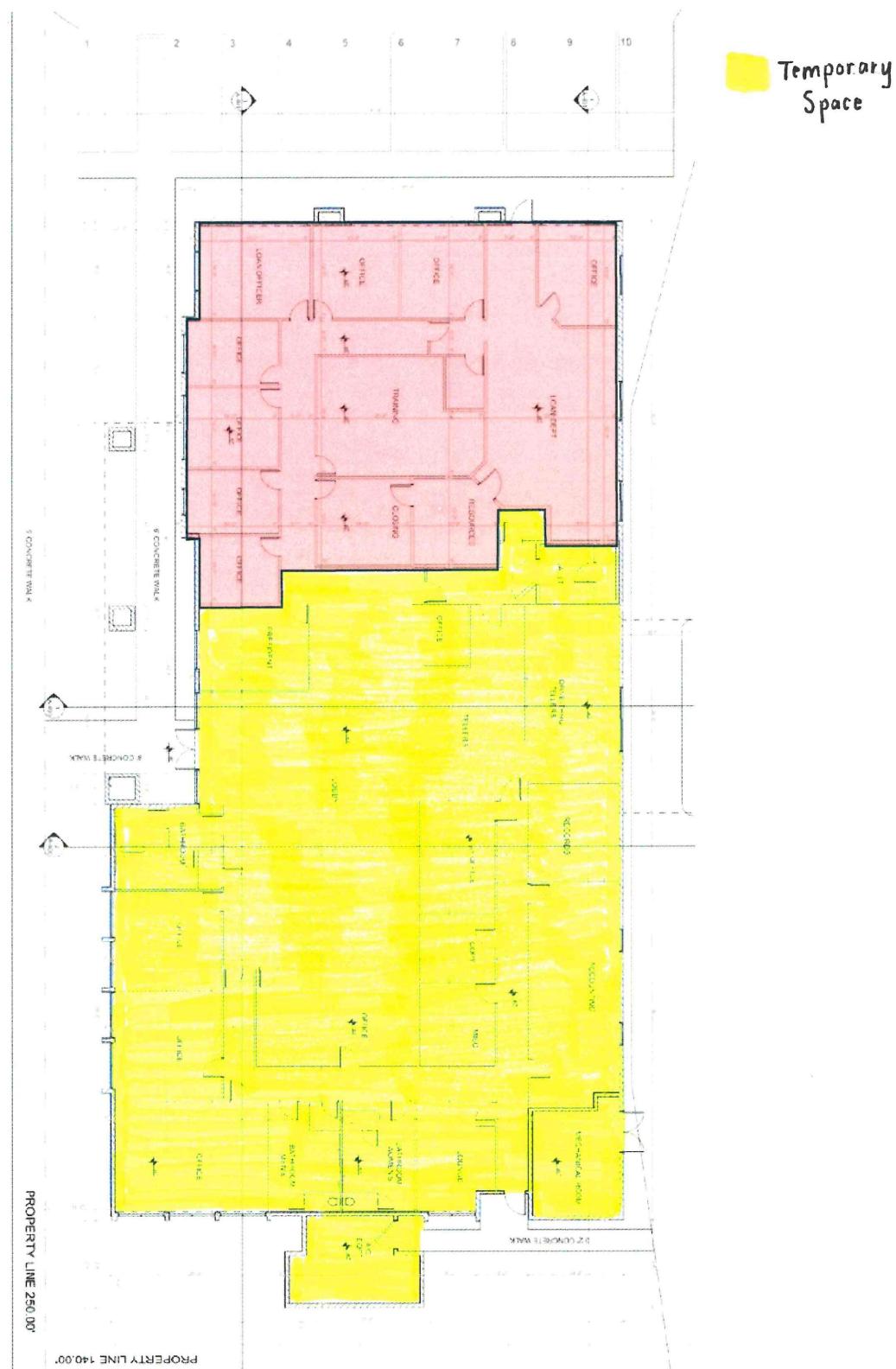


EXHIBIT "F"
MAI APPRAISER

Carroll & Carroll
2805 Horseshoe Drive S., Ste 1
Naples, FL 34104-6161

Integra Realty Resources
2770 Horseshoe Drive S, Suite 3
Naples, FL 34104

Calusa Appraisal, LLC
4560 Via Royale, Suite 2
Fort Myers, Florida 33919

Maxwell, Hendry & Simmons, LLC
1619 Jackson Street
Fort Myers, Florida 33901

RKL Appraisal and Consulting, PLC
4500 Executive Drive, Suite 230
Naples, FL 34119

Carlson Norris & Associates
1919 Courtney Drive, Suite 14
Fort Myers, Florida 33901

EXHIBIT "G"
JANITORIAL SERVICES

LOBBY/HALLWAYS/OFFICES/CONFERENCE ROOMS:

1 time per week for the following:

- Vacuum all high-traffic areas.
- Sweep or dust all exposed concrete, vinyl, asphalt, rubber and similar flooring. Pick up spillage as needed.
- Mop and thoroughly clean vinyl flooring.
- Dust all desks, if cleared.
- Remove all gum and foreign matter in sight.
- Clean all furniture tops.
- Disinfect and wash clean all water fountains and water coolers in tenant areas.

3 times per week for the following:

- Empty and clean all waste receptacles and replace liners and remove waste material to Building trash bin (3 times per week)

RESTROOMS

3 times per week for the following:

- 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

3 times per week for the following:

- 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.