

## LEASE AGREEMENT

THIS LEASE AGREEMENT (hereafter "the Lease") is entered into this 21<sup>st</sup> day of September 2016, by and between **EDGEWATER CORP OF TALLAHASSEE, LLC**, whose mailing address is 3600 Maclay Blvd. Suite 200, Tallahassee, FL 32312 (hereafter "Lessor"), and **CAREERSOURCE FLORIDA**, whose mailing address is 1580 Waldo Palmer Lane, Suite 1, Tallahassee, FL 32308 (hereafter "Lessee").

WITNESSETH:

### 1. DESCRIPTION OF PREMISES AND USE

a) On the terms and conditions set forth in this Lease, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor certain real estate known as Building B, Suite 101 and 102 consisting of the approximately 10,664 rentable square feet outlined in Exhibit "B" ("Premises") located in the office building at 2308 Killlearn Center Blvd, Tallahassee, FL ("Building"). Upon construction of the demising walls, Lessor's architect shall measure and determine, pursuant to ANSI/BOMA Standard Z65.1-1996 as amended, the actual useable area to determine rentable area of the Premises (subject to review and approval by Lessee); however, the Rent shall not increase.

b) Lessee shall not occupy or use all or any part of the Premises or permit or suffer the Premises to be occupied or used for any purpose other than as provided for in Section 1(c) of this Lease, neither for any unlawful or disreputable purpose nor for any extra hazardous purpose on account of the fire or other casualty.

c) Lessee shall only use and occupy the Premises for general office, administrative, consulting business purposes and any ancillary uses that Lessee may determine are associated with its business from time to time. Lessee's hours of operation is 7:00 AM EST to 6:00 PM EST Monday-Friday, excluding holidays.

### 2. TERM

Subject to and upon the conditions set forth in this Lease or in any exhibit or addendum attached to this Lease, this Lease shall continue in full force and effect for the term of this Lease, which shall be a ten (10) years and three (3) month term ("Term"). At the time of the execution of this Lease, it is contemplated by the parties that the Lease will commence on March 1, 2017, and expire May 31, 2027. Commencement of the Lease shall not start until: i) Lessee has had up to thirty (30) days prior access to Premises for moving, installation of FF&E, and IT/Systems from time Lessor has received Certificate of Occupancy (C/O) for Lessee's "turnkey construction" of Building B Premises and ii) Lessee's personnel is able to re-commence their normal business operations.

### 3. RENT

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the above described Premises for the Term set out in this Lease and Lessee agrees to pay to Lessor the sum of as set forth in Exhibit "A", ("Rent"). The dates used in Exhibit A are approximations, dependent upon Lessee's initial occupancy of the Premises as set forth in Section 4. The Rent as stated in Exhibit A is neither subject to nor will include sales tax as the Lessee is exempt from the payment of sales tax due to Lessee's not for profit status.

### 4. SHORT-TERM RENTAL OF BUILDING D

a) As part of this Lease, but contingent on Citizens Property Insurance timely vacating Building D, Lessor shall provide full and exclusive use of rentable 13,993 square feet of office and rentable 5,518 square feet warehouse Building D located at 2320 Killlearn Center Blvd. at a flat rent of \$12,500 per month to Lessee beginning November 1, 2016 and continuing thereafter until Lessee moves in and occupies the Premises in Building B as per Section 2, provided that Lessor and Lessee agree if Lessee is not able to occupy the Premises in Building B on June 1, 2017 rent for Building D will be free and if Lessee is not able to occupy the Premises in Building B on July 1, 2017, then Lessee, at Lessee's sole discretion and without any penalty or damages, may terminate the long-term lease referenced in Section 1 and 2. The Rent does not include sales tax as the Lessee is exempt from the payment of sales tax. Lessor is responsible for costs associated with electrical, mechanical, plumbing, and other related costs in preparing the space in Building D for Lessee's.

short-term occupancy. Lessor is not responsible for any tenant improvement costs associated with Building D.

The Term of the above-referenced short-term Lease ends upon the date of Lessee's occupying the above-referenced Premises in Building B.

b) Lessor will provide a \$0.50 per rentable square foot moving allowance, based on measurement of Premises set forth in Section 1, for Lessee's relocation from Building D to Building B Premises. The Lessee will be responsible for hiring the third party vendor for providing moving services and will have third party vendor invoice Lessor up to allocated allowance. Lessee is responsible for paying the balance of invoice in excess of allowance.

#### **5. PAYMENT OF RENT**

Rent shall be paid to Lessor by direct deposit to Lessor's bank account. Thirty (30) days before the first Rent payment is due, Lessor shall provide Lessee written directions, including Lessor's account number, as to how to deposit directly the Rent payments into Lessor's bank account. For purposes of determining whether the Rent is paid timely (Section 6), the bank's records of the date the Rent was credited to Lessor's account shall be determinative. Lessor may change the bank account by giving Lessee written directions thirty (30) days before the next Rent payment is due. Lessee may also pay the Rent by delivering the check to Lessor's mailing address at 3600 Maclay Blvd., Suite 200, Tallahassee, FL 32312. Any payments to Lessor shall be first applied to Rent, then to late fees and then to any other debts Lessee may owe Lessor.

#### **6. LATE CHARGES/SERVICE FEES**

a) Lessee acknowledges that late payment by Lessee to Lessor of any Rent due hereunder will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs may include, without limitation, processing and accounting charges and late charges that may be imposed on Lessor under the terms of any Mortgage. Accordingly, if any Rent is not mailed by Lessor by the fifth (5<sup>th</sup>) business day of the month it is due, Lessee shall, in addition to payment of the Rent due, pay to Lessor a late charge that month equal to two and one-half-percent (2.5%) of the overdue rental payment or portion thereof that such amount is past due. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs incurred by Lessor by reason of the late payment by Lessee. By acceptance of all Rent and all late charges due to date, Lessor agrees any default which may have occurred has been cured. Acceptance by Lessor of any late charge without full payment of Rent due and/or late charges due to the payment date shall in no event constitute a waiver of Lessee's default with respect to the remaining overdue amount in question or prevent Lessor from exercising any of the other rights and remedies granted hereunder.

b) Any check received by Lessor from Lessee that is returned for insufficient funds shall require Lessee to pay Lessor a service charge of \$50.00 per returned check. Tendering a check lacking sufficient funds will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs may include, without limitation, processing and accounting charges and late charges that may be imposed on Lessor under the terms of any Mortgage. The parties hereby agree that such a service charge represents a fair and reasonable estimate of the costs incurred by Lessor by reason of the bad check. However, a Rent check or any other check returned due to the mistake or errors of third parties shall not constitute a breach or default, incur a late fee or incur a service fee under this Lease as long as Lessee pays Rent in a reasonable and timely fashion under the circumstances.

#### **7. LESSOR'S IMPROVEMENTS AND CONSTRUCTION**

a) As part of the consideration for this Lease, Lessor has agreed provide a "turnkey" construction and improvements prior to Lessee occupancy at the Premises. Lessee's specifications will be based on space programming, interior specifications, finishes and furniture. Lessor will be responsible for completion of all architectural drawings, which shall incorporate Lessee's specifications, for permitting and construction. The Lessor and Lessee shall agree on final construction and improvement plans and costs. The Request for Proposal and the Lessor's response in hereby incorporated as "Exhibit C." Lessors "turnkey" construction costs shall be provided and added as addendum in form of a Lease Commencement Letter that will be drafted and agreed between both parties and included as Exhibit D in Lease. Such costs in Exhibit D will allow for calculation of unamortized costs should a termination occurs per Section 20.

b) Wiring for cable and internet [CAT 5E or greater] will be pulled to Premises from Building's DeMarc location as part of Base Building services. Interior Wiring and LAN room construction is not considered part of the turnkey construction. Access to fiber optic infrastructure in the Office Park and Building will be accessible for Lessee to utilize during the Lease Term. Cost of monthly service will be borne by Lessee.

c) Lessor shall be solely responsible to any third party vendors, i.e. general contractor, architect, engineers, directly for completion of turnkey construction, unless Lessee enters into a separate agreement with vendor to complete additional services.

d) Lessor shall not charge any oversight fees or supervisory fees during the construction period. Lessee and Lessor will mutually agree upon the hiring of necessary professionals for service.

e) Rooftop Equipment: Lessee shall be granted the right to install a Satellite Dish at the Building at a mutually agreeable location at no additional rental expense throughout the Lease Term.

f) Lessor shall ensure that the Premises are in compliance with all laws as of the Commencement Date. Lessor shall obtain a C/O and upon receipt, deliver a copy of C/O to Lessee.

g) Lessor will provide and maintain security lights in the parking area of Lessee's leased premises. All life safety systems on Property, Building and Premises, including fire control, will be the responsibility of Lessor to acquire and install. Sufficient wiring will need to be located to Premises for Lessee's security requirements and use. If not, Lessor will need to locate required wiring to Premises. Lessee will be responsible for monthly monitoring fee associated with security within the common areas of the leased Premises.

h) Bathroom and Kitchens - The Premises will have both cold and hot water use in Kitchen and Bathrooms. Location and number of sinks and toilets in Bathrooms will be determined in space plan. Modernization and upgrade to bathrooms will be considered a base building expense. Bathrooms will have been updated and are in line with typical bathroom finishes for professional office space in Property.

i) Exterior of the building is routinely maintained and will continue to be maintained and pressure washed and/or painted as needed.

#### **8. LESSEE'S ALTERATIONS**

Lessee shall be entitled to alter the Premises after obtaining prior written consent from Lessor, such consent is not to be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, without obtaining Lessor's prior written consent, Lessee shall be entitled to make minor alterations to the interior of the Premises, defined as non-structural, cosmetic alterations that do not exceed \$10,000, including but not limited to such alterations as wiring for computers, changing doors, replacing carpet and painting. Any alterations to the Premises made by Lessee which become fixtures shall become at once part of the realty and belong to Lessor subject to the terms of this Lease. If a permit is required for the alteration, it must be approved by Lessor.

#### **9. HEATING, AIR CONDITIONING AND JANITORIAL SERVICES**

a) Lessor agrees to furnish to Lessee heating and air conditioning equipment and maintain it in satisfactory operating condition at all times for the Premises during the Term of the Lease at the expense of Lessor.

b) Lessor agrees to furnish janitorial services and all necessary supplies for the Premises during the Term of the Lease at the expense of Lessor. The janitorial service will be provided on a daily schedule during working hours. The services provided as part of janitorial is as shown in Exhibit E. The short-term lease in Building D does not include janitorial services but still includes maintenance and management services by Lessor as stated in Lease.

#### **10. LIGHT FIXTURES**

Lessor agrees to provide lighting fixtures as required in the Premises. Lessor shall be responsible at its expense for replacement of all bulbs, lamps, and tubes used in such fixtures for the purpose of furnishing light as needed by Lessee within Premises thereafter.

#### **11. MAINTENANCE AND REPAIRS**

a) Lessor shall provide at the expense of Lessor for interior maintenance and repairs as may be necessary due to normal usage. Lessee shall, during the Term of the Lease, keep the interior of the

Premises in as good a state of repair as it is at the time of the commencement of this Lease, reasonable wear and tear and unavoidable casualties excluded.

b) Lessor shall maintain and keep in repair at the expense of Lessor the exterior of the Premises during the Term of this Lease and shall be responsible for the replacement of all windows broken or damaged in the Premises, except such breakage or damage caused to the exterior of the Premises by Lessee, its officers, agents or employees.

c) Lessor shall maintain at the expense of Lessor the interior of the Premises so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the Term of this Lease and any renewal periods. Any physical changes, which may be required to be made to the facility as a result of changes in ordinances and codes, shall be done by Lessor.

d) The following items servicing the Premises, Building and Property, including, but not limited to, HVAC, elevator, exterior pest control, security lighting, utilities, roof, windows, landscaping, are responsibility and expense of Landlord.

## **12. UTILITIES AND SERVICE**

Lessor, at Lessor's expense, shall furnish the following utilities and services at all times during Term of Lease, including use of short-term lease per Section 4:

- a) the necessary quantities of electric current required for Lessee's full operational use of Premises;
- b) water for drinking purposes and water and sewer for the bathrooms and kitchen and;
- c) satisfactory heating and air conditioning in Premises.

Lessor will promptly pay all gas, water, sewer and electric light rates or charges which may become payable during the Term of this Lease for the gas, water and electricity used by Lessee on the Premises and during use of short-term lease per Section 4.

## **13. STANDARDS AND ALTERATIONS FOR THE DISABLED**

a) Lessor agrees that the Premises now conform, or that, prior to Lessee's occupancy, the said Premises shall, at Lessor's expense, be brought into conformance with the requirements of Sections 255.21 and 255.211, Florida Statutes, and with Section 504 of the Rehabilitation Act (1973) as amended and the Americans with Disabilities Act (1990) as amended and make such necessary alterations as necessary to comply with legal requirements during the Term of this Lease.

b) Lessor agrees to comply with all requirements of the Americans with Disabilities Act (Public Law 101-336 (July 26, 1990) applicable to the Premises and applicable to the Building and Project. Lessor acknowledges that it shall be wholly responsible for any accommodations or alterations which need to be made to the Premises to comply with said law and for making any additional accommodations or alterations within need to be made to the building or the Project to comply with said law. Lessor agrees to indemnify and hold Lessee harmless from any and all expenses, liabilities, costs or damages suffered by Lessee's employees, invitees and customers as a result of Lessor's failure to fulfill its aforesaid responsibilities regarding making such accommodations and alterations referenced in the proceeding sentences. No provision in the Lease should be construed in any manner as provision of the Lease which could arguably be construed as authorizing a violation of the Act and is hereby amended to permit such compliance. Lessee shall cooperate fully with Lessor to enable Lessor to timely comply with the provisions of the Act. Both Lessor and Lessee agree to inform each other immediately of any notice Lessor or Lessee receives regarding complaints, inquiries, or claims by anyone alleging a violation of the Act.

c) Lessee shall have the right, but not the obligation, to make any alterations necessary to comply with legal requirements for the disabled to the Premises during the Term of this Lease. Before making such alterations, Lessee shall first give Lessor ten (10) days' Notice of its intent to make such alterations. If Lessor does not make suitable alterations within the ten (10) days following receipt of the Notice, Lessee may make the alterations and Lessee shall be entitled to recover the costs for such alterations from Lessor which shall be due and payable within thirty (30) days after Lessor's receipt thereof.

## **14. INJURY OR DAMAGE TO LESSEE'S PROPERTY ON PREMISES**

All Lessee's property of any kind that may be on the Premises during the continuance of this Lease shall be at the sole risk of Lessee, and except for any negligence of Lessor or the acts of Lessor's employees, agents, or assigns, Lessor shall not be liable to Lessee for any loss or damage to Lessee's property on the Premises.

**15. DAMAGE OR THEFT**

Notwithstanding anything to the contrary in this Lease, except for actions of Lessor, its employees agents or assigns,, Lessor shall not be liable in any manner for any loss, injury, or damage incurred by Lessee from acts of theft, burglary, or vandalism committed on, in or about the Premises. Lessee shall be responsible for arranging any security precautions, including all costs thereof, that Lessee deems necessary for the safety of the personnel, agents, customers, independent contractors, invitees and property of Lessee located on, in or about the Premises.

**16. FIRE AND OTHER CASUALTIES**

a) In the event the Premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty so, as for practicable purposes, to make the Premises untenable, Lessor at its option may:

1. forthwith repair the damage to such Premises at its own cost and expense. Lessee's Rent thereon shall cease upon the event of destruction and continue until both the completing of such repairs and until Lessee's re-occupying the Premises. Upon the event of destruction, Lessor shall immediately refund the pro-rated part of any Rent paid in advance by Lessee prior to such destruction. During the repair period, Lessor shall pay Lessee for all expenses incurred in relocating its office during the time repairs are being performed, such expenses including but not limited to moving costs from and back to the Premises and the difference in rent between the Premise's Rent and the rent of Lessee's temporary accommodations. Upon both the completing of such repairs and Lessee's re-occupying the Premises (or that portion damaged and repaired), the full Rent shall re-commence and the Lease shall then continue to the balance of the Term. Any expenses for which Lessor is liable shall be offset by insurance proceeds Lessee may receive for the same expense.

2. terminate the Lease. Lessor shall immediately refund the pro-rated part of any Rent paid in advance by Lessee prior to the event of destruction as well as any deposits and other debts owed Lessee.

b) In the event the Premises be only partly damaged or destroyed, so that the major part thereof is usable by Lessee, then the Rent shall abate upon the event of destruction to the extent that the damaged or destroyed part bears to the whole of such Premises and such damage or destruction shall be restored by Lessor as speedily as is practicable. Upon both the completing of such repairs and Lessee's re-occupying the Premises (or that portion damaged and repaired), the full Rent shall re-commence and the Lease shall then continue to the balance of the Term. During the repair period, Lessor shall pay Lessee for all expenses incurred in accommodating Lessee's reduced office space during the time repairs are being performed, such expenses including but not limited to the rent for temporary accommodations elsewhere and moving costs from and back to the Premises. Any expenses for which Lessor is liable shall be offset by insurance proceeds Lessee may receive for the same expense.

c) For the purposes of this paragraph, the term "re-occupying" shall mean both that Lessee's office and office equipment is fully moved into the repaired space and Lessee's personnel is able to re-commence their normal business routines.

d) Lessor shall provide for fire protection during the Term of this Lease in accordance with the fire safety standards of the State Fire Marshal. Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshal. Lessor agrees that the Premises shall be available for inspection by the State Fire Marshal, prior to occupancy by Lessee, and at any reasonable time thereafter.

**17. LESSEE DEFAULT OR BREACH**

a) If:

1. any installment of Rent shall remain due and unpaid for ten (10) days after receipt of Lessor's Notice of default for failure to pay Rent, or,

2. Lessee breaches or defaults on any of the other covenants, agreements or conditions of this Lease; (provided, however, that if Lessee cannot reasonably cure its breach or failure within said thirty (30) day period, then Lessee's breach or failure is not an event of default if Lessee promptly commences and diligently pursues to cure such breach or failure.)

Then, upon thirty (30) days after providing Notice (except that no Notice need be given in case of emergency) to Lessee in the case of the breach of or default on any of the other covenants, agreements or

conditions (provided such breach or default still continues), Lessor may, at its option, elect any of the following remedies:

1) Lessor, on thirty (30) calendar days' Notice to Lessee, may, (with the exception of the default for failure to pay Rent), cure such breach at the expense of Lessee. The reasonable amount of all expenses, including attorneys' fees, incurred by Lessor in so doing shall be deemed additional Rent payable on demand.

2) Terminate Lessee's right to possession of the Premises through summary legal proceedings and collect any unpaid Rent or other moneys due under this Lease as determined by the legal proceedings. Lessor may also recover the difference (if any) between the rent of any contract with any new lessee(s) and the Rent of this Lease based on and determined over the remaining Term of the Lease, such loss being actual and not speculative, with Lessor using good faith to mitigate any such damages.

b) Lessor's election of one remedy under Section 17(a) does not preclude election of any other remedy provided in this Lease. All remedies provided in this Lease are in addition to all those available to Lessor by statute, law or in equity. Notwithstanding the foregoing, Lessor shall have an affirmative obligation to mitigate any damages.

#### **18. LESSOR'S DEFAULT OR BREACH**

a) If Lessor defaults in the performance of any work or service or the fulfillment of any obligation or provision agreed to be provided under the Lease;

1. Lessee may give Notice of the default to Lessor. If Lessor fails to remedy the default to Lessee's satisfaction within three (3) business days of delivery of the written notice, or if the default is of a nature that cannot be remedied within three (3) business days and Lessor has failed to commence and diligently proceed with remedying the default within three (3) days, Lessee may, (but is not obligated to) without further notice to Lessor, take such steps as may be necessary, in the sole judgment of Lessee, to remedy the default. Lessor shall pay to Lessee, on demand, all costs incurred by Lessee in remedying the default. If Lessor fails to pay such costs to Lessee, Lessee shall be entitled to set off those costs against any amounts payable, including but not limited to Rent, by Lessee to Lessor.

2. Lessee may give immediate Notice if the Premises or any portion thereof becomes untenantable or functionally unusable by Lessee as a result of a default of Lessor. While the default remains unremedied by Lessor, any amounts payable by Lessee to Lessor shall not accrue or be payable from the date the Premises or any portion thereof becomes untenantable or functionally unusable until the default has been remedied. The amount of the abatement should be proportionate to the amount of area of the Premises which is untenantable or functionally unusable. This right of abatement shall in no way limit Lessee from pursuing any other remedy which is available to Lessee at law for the default by Lessor. Notwithstanding the foregoing, if there is a maintenance or repair problem involving the Building which is Lessor's responsibility and is not the result of a casualty and creates an imminent risk of injury to persons or material damage to Lessee's property, and if Lessor does not commence efforts to resolve the problem within three (3) business days after Notice thereof by Lessee, then Lessee shall have the right, but not the obligation, to remedy the immediate nature of the problem, but not the long term resolution of the problem, through commercially reasonable means. If Lessee undertakes such efforts, it shall be entitled to recover from Lessor for the costs thereof, which shall be due and payable within thirty (30) days after Lessor's receipt thereof.

3. Lessee, in the event that Lessor's default or breach has not been, in Lessee's discretion, satisfactorily cured thirty (30) days after giving Notice of Lessee's intent to terminate the Lease, then Lessee may terminate the Lease and collect any advance Rent paid, deposits or other sums owed to Lessee by Lessor. Lessee may also recover the difference (if any) between Lessee's rent of any new lease for office space and the Rent of this Lease based on and determined over the remaining Term of this Lease, such loss being actual and not speculative, with Lessee using good faith to mitigate any such damages.

b) Lessee's remedies are cumulative and the election of one remedy under Section 18(a) does not preclude election of any other remedies provided in this Lease. All remedies provided in this Lease are in addition to all those available to Lessee by statute, law or in equity. Notwithstanding the foregoing, Lessee shall have an affirmative obligation to mitigate any damages.

#### **19. WAIVER OF DEFAULTS**

The waiver by Lessor or Lessee of any breach of this Lease by the other party shall not be construed as a waiver of any subsequent breach on any duty or covenant imposed by this Lease.

**20. LESSEE'S RIGHT TO TERMINATE**

As provided for in state law, no federal or state funds shall be used to pay for space being leased by CareerSource Florida, if it has been determined by CareerSource Florida that there is no longer a need for the leased space. This Lease, and performance and obligation under the Lease, are subject to and contingent upon an annual appropriation by the Florida Legislature. In the event that such annual appropriation does not occur, or in the alternative, there is either a reduction in funding from the prior annual appropriation or Lessee determines that the annual appropriation is insufficient to meet the requirements of the Lease, then Lessee has the right to terminate the Lease upon six (6) month Notice by Lessee to Lessor and Lessee shall have no further obligations under the Lease contract. If Lessee terminates under this Lease provision, Lessee will be responsible to refund to Lessor within ninety (90) days of termination date:

a) the unamortized Lessee improvement allowance paid by Lessor as part of "turnkey construction" as stated in Section 7. The amortization period will be calculated on a straight-line basis based on the Lease's Term length only of Building B, and;

b) the unamortized commission paid to Lessee's Broker by Lessor per Section 57. The amortization period will be calculated on a straight-line basis based on the Lease's Term length only of Building B.

c) Lessee will not be responsible to refund these costs if Lessee terminates under any other provision of the Lease.

**21. SUBLETTING AND ASSIGNMENT**

Lessee shall have the right to sublease or assign its rights under the terms of this Lease to its subsidiaries, affiliates, successor legal entities or subsidiaries or affiliates of Lessee with Lessor's consent, not to be unreasonably withheld. Such sublessee shall assume Lessee's obligations hereunder.

**22. LESSOR'S TAXES**

a) Lessor shall pay all real estate taxes and any other taxes associated with the Building or the Lease. Lessor does not need to remit sales tax associated with the Rent, as the Lessee is exempt from the payment of sales tax.

**23. USE OF PREMISES**

Lessee will not make or suffer any unlawful, improper or offensive use of the Premises or any use or occupancy thereof contrary to the Laws of the State of Florida or to such Ordinances of the City and/or County in which the Premises are located, now or hereinafter made, as may be applicable to Lessee.

**24. RIGHTS OF LESSOR TO INSPECT**

Lessor, at all reasonable times and with reasonable prior notice, may enter into and upon the Premises for the purpose of viewing the same and for the purpose of making any such repairs as Lessor is required to make under the terms of this Lease.

**25. SIGNS**

Lessor, at its sole expense, will provide suite entry and building directory signage. Lessee may provide signage on the building marquee at the office park entrance in accordance with the Building standards and Lessee's corporate standards, if desired. Lessee shall be allowed to transfer its existing pylon signage to the grounds of each Building D and Building B based on a specification and designated location mutually agreeable between Lessor and Lessee. All signage must be approved by Lessor, with approval not to be unreasonably withheld. Any signage provided by Lessor as part of occupancy on Property and Building, including but not limited to, park entry signage, building directory, and pylon signage, if applicable, will be maintained by Lessor at Lessor's expense.

**26. RENEWAL**

Upon the expiration of this Lease, Lessee, upon giving Lessor six (6) months prior Notice, shall have five (5) options to renew this Lease for five (5) separate two (2) year intervals each. The rental rate for each entire two (2) year period shall be set at the beginning of each two (2) year period at 95% of Fair Market Value ("FMV") for comparable space in the Tallahassee local market, as negotiated and agreed by the parties, and continue throughout the two (2) year period.

**27. HOLDING OVER**

Lessee shall have the right to extend the Lease Term by an additional six (6) months after the Lease's expiration, subject to Notice to Lessor six (6) months prior to the end of the term, at 125% rental rate in effect at the end of the Lease.

**28. NOTICES**

a) At this time, all notices given by either party to the other, pursuant to the provisions of this Lease or of any applicable law, (designated in this Lease as "Notices"), shall be in writing and given by United States certified mail, return receipt requested, postage prepaid or by Federal Express or other nationally recognized overnight delivery service.

Notices to Lessor shall be addressed to:

Lessor's Address for Notices:

P.O. Box 13133  
Tallahassee, FL 32317

or such other address as Lessor may designate in a written Notice to Lessee.

Notices and demands to Lessee shall be addressed to:

Lessee's Address for Notices:

Scott Fennell  
1580 Waldo Palmer Lane, Suite 1  
Tallahassee, FL 32308

or to such other place as Lessee may designate in a written Notice to Lessor.

b) During the Term of this Lease, the parties may agree in writing (which shall become a part of this Lease) to an electronic, digital or other means of Notice which may be more efficient or effective. However, until such time as a written agreement is entered into, electronic, digital or other means, even though they might be considered "in writing," are not an effective Notice under this Lease.

**29. PUBLIC RECORDS**

Pursuant to Florida Law, unless specifically exempted by law, all records made or received by Lessee or Lessor, in conjunction with this Lease, are public records available for inspection by the public in accordance with the provisions of section 119.07(1), F.S. Refusal of Lessor to allow public access to such records shall constitute grounds for Lessee's cancellation of this Lease as provided in Section 287.058(1)(c), Florida Statutes.

**30. SUBORDINATION OF LEASE ENCUMBRANCES**

This Lease is subject and subordinate to any mortgages now encumbering or which will encumber the Premises after the making of this Lease, and to all advances made or that may be made on account of the encumbrances and interest on such sums. Notwithstanding anything to the contrary herein, Lessee's subordination agreement shall be subject to the requirements that Lessor mortgagee shall attorn to Lessee and shall not disturb Lessee's possession of the Premises under this Lease, if, at any time of any such foreclosure, trustee's sale or conveyance in lieu thereof, by Lessor's mortgagee, Lessee is not in default hereunder.

**31. LIENS**

Lessee shall keep the Premises and the Building free from any liens arising out of any work performed, material furnished, or obligations incurred by Lessee. In accordance with the applicable provisions of the Florida Construction Lien Law and specifically Section 713.10, Florida Statutes, as may be amended from time to time, no interest of Lessor whether real or personal in the Premises or in the Building or in the underlying land shall be subject to liens for repairs, improvements and/or alterations made

by Lessee or caused to be made by Lessee hereunder. Further, Lessee acknowledges that Lessee, with respect to repairs, improvements and/or alterations made by Lessee or caused to be made by Lessee hereunder, shall promptly notify the contractor performing such work of this provision exculpating Lessor from liability for such liens. Notwithstanding the foregoing, if any mechanic's lien or other lien, claim of lien, attachment, judgment, execution, writ, charge or encumbrance is filed against the Premises, the Building or this leasehold, or any alterations, fixtures or improvements therein or thereof, as a result of any work performed by or at the direction of Lessee or any of Lessee's agents, Lessee will discharge same of record within ten (10) business days after the filing thereof. If Lessee fails to discharge as herein required, Lessee shall be in default under this Lease.

**32. EMINENT DOMAIN.**

a) If the whole or any portion of the Premises, Building or parking areas shall be taken or condemned by any competent authority for any public or quasi-public use or purpose and such taking substantially thwarts the intended use of the facility by Lessee, this Lease shall cease and terminate as of the date on which title shall vest thereby in that authority.

b) If a portion of the Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose and such taking does not substantially thwart the intended use of the facility by Lessee in Lessee's reasonable opinion, this Lease and the terms hereof shall not cease or terminate, but the Rent payable after the date on which Lessee shall be required to surrender possession of such portion shall be reduced in proportion to the decreased use suffered by Lessee as the parties may agree or as shall be determined by arbitration.

c) In the event of any taking or condemnation in whole or in part, the entire resulting award of damages shall belong to Lessor without any deduction therefrom for the value of the unexpired Term of this Lease or for any other estate or interest in the Premises now or later vested in Lessee. Lessee assigns to Lessor all its right, title, and interest in any and all such awards, except any award for Lessee's business damages. Lessee shall not be prohibited from pursuing its own action for business damages against the condemning authority. Lessor shall not be responsible to Lessee for any damages caused by the taking.

**33. ACCEPTANCE OF PREMISES**

Occupancy by Lessee of the Premises shall constitute acceptance of the Premises by Lessee and the confirmation that the Premises have been constructed in accordance with the terms of this Lease and are in good and sanitary condition and in good repair except for punch list items, Notices of exceptions and latent defects.

**34. QUIET ENJOYMENT**

Lessor covenants that if and so long as Lessee pays the Rent, and any additional Rent due under this Lease and performs all covenants and conditions of this Lease, Lessee shall peaceably and quietly have, hold, and enjoy the Premises for the Term of this Lease, subject to the provisions of this Lease.

**35. INSURANCE**

a) Lessor agrees to insure the Building of which the Premises are a part against loss or damage by fire and other casualties to the extent of the full insurable value of the Building, including all improvements made to the Building by Lessor, and Lessor shall carry general liability insurance in a minimum amount of One Million Dollars (\$1,000,000.00) per each occurrence and annual aggregate for bodily injury and property damage. Lessor shall not provide any insurance coverage for the property of Lessee located in, on or about the Premises.

b) Lessee shall purchase and maintain in force during the Initial Term of this Lease, at Lessee's expense, commercial general liability insurance adequate to protect against liability for bodily injury or property damage through use of or arising out of accidents occurring in, on or about the Premises, in a minimum amount of One Million Dollars (\$1,000,000.00) per each occurrence and annual aggregate for bodily injury and property damage. On the date of this Lease or as soon as is practicable thereafter, Lessee shall have delivered to Lessor a certificate of insurance evidencing this coverage. The policy shall be endorsed to notify Lessor in writing at least thirty (30) calendar days prior to cancellation or non-renewal of the policy. Lessor shall be included as an additional insured under the insurance policy required in this Subsection (b).

**36. PROHIBITION AGAINST ACTIVITIES INCREASING FIRE INSURANCE RATES**

Lessee shall not do or cause anything to be done on the Premises that will cause an increase in the rate of fire insurance on the Building.

**37. WAIVERS OF SUBROGATION**

Notwithstanding anything to the contrary contained in this Lease, in any event of loss or damage to the Building, the Premises and/or any contents contained therein, each party shall look first to any insurance in its favor before making any claim against the other party; and, to the extent possible, each party shall obtain, for each policy of such insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of such insurance, and each party, to such extent permitted, for itself and its insurers waives all such insured claims against the other party.

**38. MISCELLANEOUS PROVISIONS**

a) This Lease shall be governed by Florida law and constitutes the entire agreement between Lessor and Lessee regarding the leasing of the Premises.

b) This Lease shall only be amended by a written instrument which is fully executed by the parties to this Lease.

c) Any headings preceding the text of the sections and subsections hereof are inserted solely for convenience of reference and shall not be determinative as to the meaning or effect of the particular sections and subsections.

d) Lessor shall be entitled to record a Memorandum of this Lease in the Public Records of Leon County, Florida.

e) Venue for any litigation involving this Lease shall be in Leon County, Florida.

**39. MOLD CONDITIONS**

Lessor, at its sole cost and expense, shall monitor the Building and the Premises for the presence of mold at any level deemed to be unsafe or for any conditions that reasonably can be expected to give rise to an unhealthy level of mold including, but not limited to, observed or suspected instances of water damage, mold growth, repeated complaints of respiratory ailment or eye irritation by persons in the Building or Premises. In the event mold or mold conditions are present at an unhealthy level as determined by properly licensed professionals, then Lessor, at its sole cost and expense, shall promptly remediate the mold or mold conditions. Remediation shall be done according to practices and procedures approved by licensed professional.

**40. HAZARDOUS MATERIALS**

a) Lessor warrants that:

1) Lessor has not used, generated, managed, treated or disposed of any regulated or environmentally hazardous substance on, under, to, from or about the Premises, and;

2) to Lessor's knowledge, no third party used, generated, managed, treated or disposed of any regulated or environmentally hazardous substance on, under, to, from or about the Premises.

3) should Lessor or Lessee, during the Term of this Lease, or any extensions thereof, become aware of the existence of any hazardous materials being present on the Premises, and such existence is not the results of Lessee's and/or its invitees' actions, Lessor shall promptly remove the source of said substance.

4) if Lessor is unable, for any reason, to promptly cure said conditions then Lessee may terminate this Lease at Lessee's option.

b) Lessor further warrants that it will indemnify and hold Lessee harmless from any and all losses, claims, injuries or causes of action (including reasonable attorney's fees) arising out of or caused by the existence of any such hazardous or regulated substances, not created by or brought on the Premises by Lessee or Lessee's invitees, during the Term or any renewals of this Lease. This indemnification and hold harmless provision shall survive termination of this Lease.

c) Lessor shall provide Lessee with all environmental studies in its possession or which it is aware of as it may relate to the Premises.

**41. INDOOR AIR QUALITY**

Lessor represents and warrants that the indoor Air Quality ("IAQ") with respect to the Building and Premises is suitable. Lessor shall comply with all current and future federal, state, and local environmental

and IAQ laws, regulations, and industry standards. Lessor shall have the right, at all reasonable times, upon reasonable advance notice, during the Lease Term to inspect the Premises and conduct such tests and investigations (including without limitation, a Phase I Indoor Air Quality audit) to evaluate the IAQ in the Premises and/or the Building provided that there is no material interference with the conduct of Lessee's business. All costs and expenses relating to monitoring and maintain suitable IAQ in the Premises and Building and regularly inspecting, monitoring, maintaining, and repairing the building's HVAC system; hiring outside consultants to investigate and identify the sources of any suspected IAQ problems that may be identified; remedying any such problems; modifying, renovating, or encapsulating any portion of the Building, building systems, or building components reasonably required to continuously and efficiently maintain acceptable IAQ in the Premises or Building and complying with any and all local, state, and federal laws, rules, regulations, or real estate industry standards relating to IAQ shall be the responsibility of Lessor. Notwithstanding the above, Lessor has no duty to investigate IAQ issues at Lessee's request absent Lessee's possession of credible evidence or expert reports indicating that an IAQ issue in fact exists.

**42. RADON**

Lessor represents and warrants that during the Term of the Lease the radon level in the Premises shall be at or below state and federal standards for radon levels. Lessor shall have radon tests performed before Lessee occupies the Premises and then from time to time as needed to assure radon is not present or is below state and federal standards for radon levels. Radon is a naturally occurring radioactive gas that when it has accumulated in a building in sufficient quantities, may present health risks to persons who 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 testing may be obtained from your county health unit.

**43. PARKING**

Lessor shall provide free, surface-level, exclusive parking for Lessee, Lessee's employees and Lessee's visitors in the parking areas in front of and to the side of the Building. Lessor shall install and maintain, at Lessor's expense, signage, or similar designation, clearly delineating Lessee's exclusive parking spaces and parking areas. Such signage shall have language meeting the legal requirements for notice of towing. (Section 715.07(2)(a)(5)(a)-(g), Florida Statutes.) Lessor shall guarantee that Lessee's exclusive parking is a minimum of 4 parking spaces per 1000 rentable square feet for the Term or, in other words, a minimum of 26 parking spaces for use as exclusive parking spaces and remaining balance of 17 parking spaces throughout Property for non-exclusive use. Please see Exhibit C for reference of location of Parking in and around the Property and Building B.

**44. TELECOMMUNICATIONS**

Lessee may select its own telecommunications/data provider(s). Lessor shall facilitate Lessee's telecommunications and/or data infrastructure installations in/on the Building and Building's common areas and in no event shall Lessor impose additional fees to Lessee or Lessee's vendors for access for Lessee's or Lessee's vendors' installations or continuing services. The monthly service expenses associated with use of telecommunications/data provider(s) is responsibility of Lessee.

**45. RELOCATION**

Lessor shall not have the right to relocate Lessee's Premises.

**46. APPROVALS**

In all circumstances under this Lease where the prior consent or approval of Lessor is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed during the Term or any extension thereof.

**47. LESSEE ACCESS; KEYS**

Lessee shall be provided access twenty-four (24) hours a day, seven (7) days a week (including holidays) to the Building and Premises for its employees on every day during the year. Lessor shall provide Lessee with a set of sufficient keys and/or access cards for use by Lessee's employees, regular visitors, and vendors (as Lessee may see fit) at no initial cost to Lessee. The Lessee is responsible for determining use of Lessee's employees' access to Building and Premises, including providing Lessee's employees additional keys and/or access cards.

**48. EXCLUSIVE USE**

Lessor agrees that it will not, during the Term or any extension thereof, lease any space in the Building to any other tenant, or consent to a sublease or an assignment, to any other person or entity whose business is in direct competition with that of Lessee. If Lessor violates such provision of the Lease, Lessee shall have, in addition to all other remedies which it may have under the Lease or at law, the right to enforce such provision of the Lease by specific performance, and/or terminate the Lease upon notice to Lessor, in which case this Lease shall terminate on the date set forth in Lessor's notice as if that were the date set forth in the Lease for the natural expiration thereof, and no termination penalty or damages will be payable to Lessor.

**49. LESSOR'S REPRESENTATIONS AND WARRANTIES**

Notwithstanding anything else in this Lease to the contrary, Lessor hereby represents and warrants at the time of the execution of this Lease, the following:

- a) Lessor owns the Building;
- b) Lessor is unaware of any impending condemnation or eminent domain intentions, environmental hazards or contamination or other adverse conditions relating to the Building which may negatively impact on Lessee's occupancy in the Building and/or Premises;
- c) The Premises and the Building are in compliance with all federal, state and local laws and regulations, including but not limited to the applicable building code;
- d) There is no asbestos within the Building or the Premises;
- e) The Building's electrical, plumbing, mechanical and structural/roof system has the capacity to support Lessee's office uses.

Lessor will indemnify and hold Lessee harmless if these representations and warranties prove to be untrue.

**50. COMPLIANCE WITH RULES AND REGULATIONS**

If the Building's Rules and Regulations are attached as an exhibit to this Lease, Lessee shall observe and comply with the rules and regulations, as prescribed therein, for the safety, care, and cleanliness of the Building and the comfort, quiet, and convenience of other occupants of the Building. In the event of a conflict between the Rules and Regulations and the Lease, the terms of the Lease shall prevail.

**51. TIME IS OF THE ESSENCE**

Time is of the essence of each and every provision, covenant, and condition contained in this Lease.

**52. BINDING EFFECT ON SUCCESSORS AND ASSIGNS**

The covenants and agreements contained in this Lease shall be binding on the parties to this Lease and on their respective successors, heirs, executors, administrators, and assigns.

**53. LIABILITY AND INDEMNIFICATION**

a) Lessee agrees to assume all liability for any injury or damages that may arise from any accident or event that occurs on or about the Premises, caused by Lessee's negligence. During the Term of this Lease and any extensions or renewals thereof and following termination of this Lease, Lessee shall indemnify Lessor and its directors, officers, members, managers, employees and agents and save such persons harmless from and against any and all claims, actions, damages, liability and expense including reasonable attorney's fees and costs, in connection with loss of life, personal injury or damage to the Premises which occur on or about the Premises which arise from the negligent act, omission, or willful misconduct of Lessee, including its agents, subtenants, assignees, licensees, contractors, customers, invitees or employees. In the event Lessor shall be made a party to any litigation as a result of any claims to the extent caused by Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Lessor in connection with such litigation. With respect to the indemnification provided in this Section, Lessor agrees to: (a) provide Lessee with reasonable notice of all claims, causes of action, injuries, damages and liabilities which Lessee may be responsible for under this Section; (b) permit Lessee to provide legal counsel of its choosing for Lessor at Lessee's expense; and (c) reasonably cooperate with Lessee in the defense of any action involving Lessor. Any legal counsel chosen by Lessee to defend Lessor shall be experienced with respect to the claims, causes of action and related matters involved in the particular litigation.

b) Lessor agrees to assume all liability for any injury or damages that may arise from any accident or event that occurs on or about the Premises, caused by Lessor's negligence. During the Term of this Lease

and any extensions or renewals thereof and following termination of this Lease, Lessor shall indemnify Lessee and its directors, officers, members, managers, employees and agents and save such persons harmless from and against any and all claims, actions, damages, liability and expense including reasonable attorney's fees and costs, in connection with loss of life, personal injury or damage to the property which occur on or about the Premises which arise from any negligent act, omission, or willful misconduct of Lessor, including its agents, subtenants, assignees, licensees, contractors, customers, invitees or employees. In the event Lessee shall be made a party to any litigation as a result of any claims to the extent caused by Lessor, then Lessor shall protect and hold Lessee harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Lessee in connection with such litigation. With respect to the indemnification provided in this Section, Lessee agrees to: (a) provide Lessee with reasonable notice of all claims, causes of action, injuries, damages and liabilities which Lessor may be responsible for under this Section; (b) permit Lessor to provide legal counsel of its choosing for Lessee at Lessor's expense; and (c) reasonably cooperate with Lessor in the defense of any action involving Lessee. Any legal counsel chosen by Lessor to defend Lessee shall be experienced with respect to the claims, causes of action and related matters involved in the particular litigation.

**54. LESSEE ESTOPPEL CERTIFICATE**

If requested by Lessor, Lessee shall execute a standard Lessee Estoppel Certificate prepared by Lessor or Lessor's agent. To the extent the contents are true, Lessee shall execute such Lessee Estoppel Certificate within ten (10) business days of receiving it from Lessor.

**55. LEASE NOT AN OFFER**

This Lease is not an offer to lease and will not be binding unless signed by both parties resulting in Lessor possessing a fully signed Lease.

**56. AUTHORITY OF THE PARTIES**

Each party and signatory warrants that it/he/she is authorized to enter into this Lease, that the person signing on its behalf is duly authorized to execute this Lease, and that no other signatures are necessary.

**57. BROKERAGE FEE**

a) Lessor will pay Lessee Representative/Consultant, ADW Enterprises, LLC, ("Tenant Broker") a brokerage fee equal to three percent (3%) of rent paid to Lessor over the Term of this Lease, with no offsets. Payment of commission will be based on 50% due upon execution of Lease and remaining 50% balance due upon Lease commencement for Premises.

b) Lessor will pay Broker a brokerage fee equal to three percent (3%) of rent paid to Lessor during the short-term lease of Building D, calculated and to be determined at the time the Lease Term begins on the Premises. The commission shall be payable at the same time and added to the Lease's second 50% paid to Broker by Lessor for Premises.

Should Lessor not pay Tenant Broker Brokerage Fee as described in this Section, Lessee has the right to offset rent paid to Lessor, in order to pay Tenant Broker the Brokerage Fee amount owned by Lessor to Tenant Broker.

**58. SECURITY DEPOSIT**

The Lessee will be not be required to provide a Security Deposit to Lessor as related to Lease.

**59. RESTORATION**

The Lessee shall not be obligated to restore the Premises at the end of lease terms, including renewal terms, if applicable, to original state prior to Lessee occupying the Premises. The Lessee will deliver back to Lessor the Premises at expiration of lease term in operable, broom clean condition minus normal wear and tear of Lessee occupancy.

IN WITNESS WHEREOF, the parties have executed this instrument for the purpose herein expressed effective as of the last date signed herein below:

Signed, sealed, and delivered in the presence of:

Kelly Wetherington  
(1<sup>st</sup> Witness Signature)

Kelly Wetherington  
(1<sup>st</sup> Witness- Printed Name)

[Signature]  
(2<sup>nd</sup> Witness Signature)

JAMES BOBIFORD  
(2<sup>nd</sup> Witness- Printed Name)

[Signature]  
(1<sup>st</sup> Witness Signature)

Chris Hart IV  
(1<sup>st</sup> Witness- Printed Name)

[Signature]  
(2<sup>nd</sup> Witness Signature)

P. M. WAGNON  
(2<sup>nd</sup> Witness- Printed Name)

**"LESSOR":**

The Edgewater Corporation of Tallahassee, LLC, a Florida liability company

By: [Signature]  
James M. Rudnick,  
As its Managing Member

**"LESSEE":**

CareerSource Florida, a not-for-profit Florida corporation established by the Florida Legislature in Section 445.004, Florida Statutes

By: [Signature]  
As its Chief Operating Officer/Chief Financial Officer and not individually

## EXHIBIT "A"

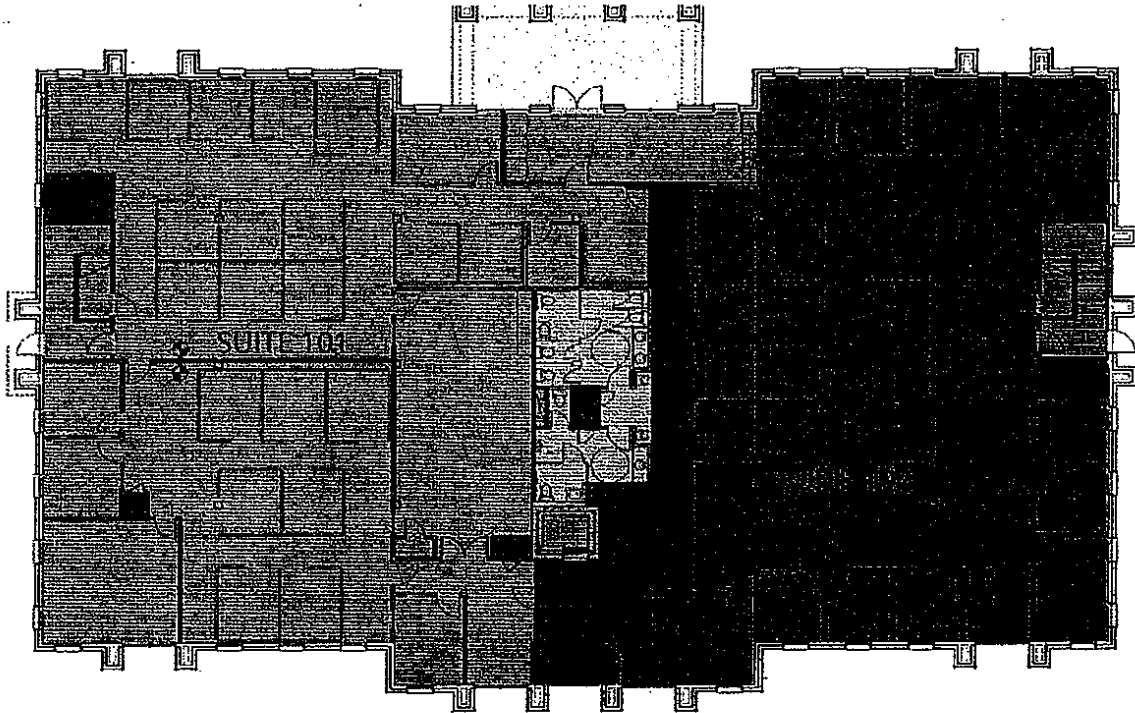
### Rent Schedule ("Rent")

Year	Building	Rate PSF	Monthly Rent
Nov 1, 2016 – Feb 28, 2017*	Building D	--	\$12,500 flat rate
March 1, 2017 – May 31, 2017	Building B	--	Rent Free
June 1, 2017 – May 31, 2018	Building B	\$18.84	\$16,742.48
June 1, 2018 May 31, 2019	Building B	\$19.31	\$17,160.15
June 1, 2019 May 31, 2020	Building B	\$19.79	\$17,586.71
June 1, 2020 May 31, 2021	Building B	\$20.29	\$18,031.05
June 1, 2021 May 31, 2022	Building B	\$20.80	\$18,484.27
June 1, 2022 May 31, 2023	Building B	\$21.32	\$18,946.37
June 1, 2023 May 31, 2024	Building B	\$21.85	\$19,417.37
June 1, 2024 May 31, 2025	Building B	\$22.40	\$19,906.13
June 1, 2025 May 31, 2026	Building B	\$22.96	\$20,403.79
June 1, 2026 May 31, 2027	Building B	\$23.53	\$20,910.33

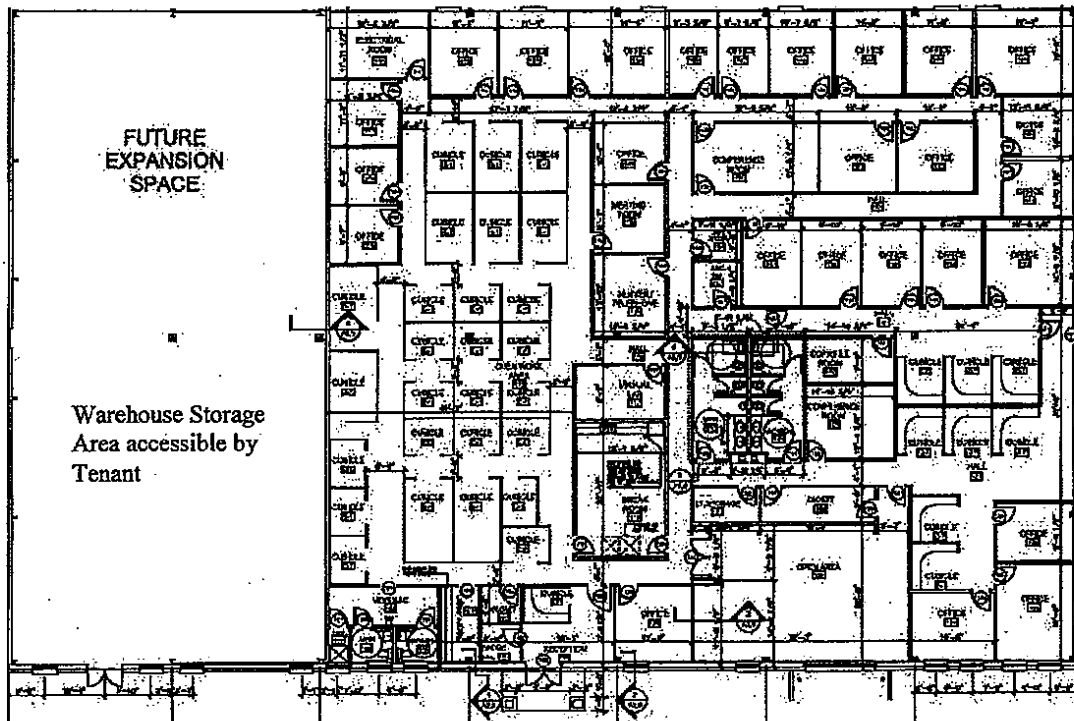
The Rent does not include sales tax as the Lessee is exempt from the payment of sales tax.

The actual dates may vary. Building D space is contingent upon Citizens Property Insurance vacating Building D. The Lease Commencement of Building D and Building B "Premises" and corresponding Rent is contingent upon the date of Lessee's occupancy of Building D and Building B.

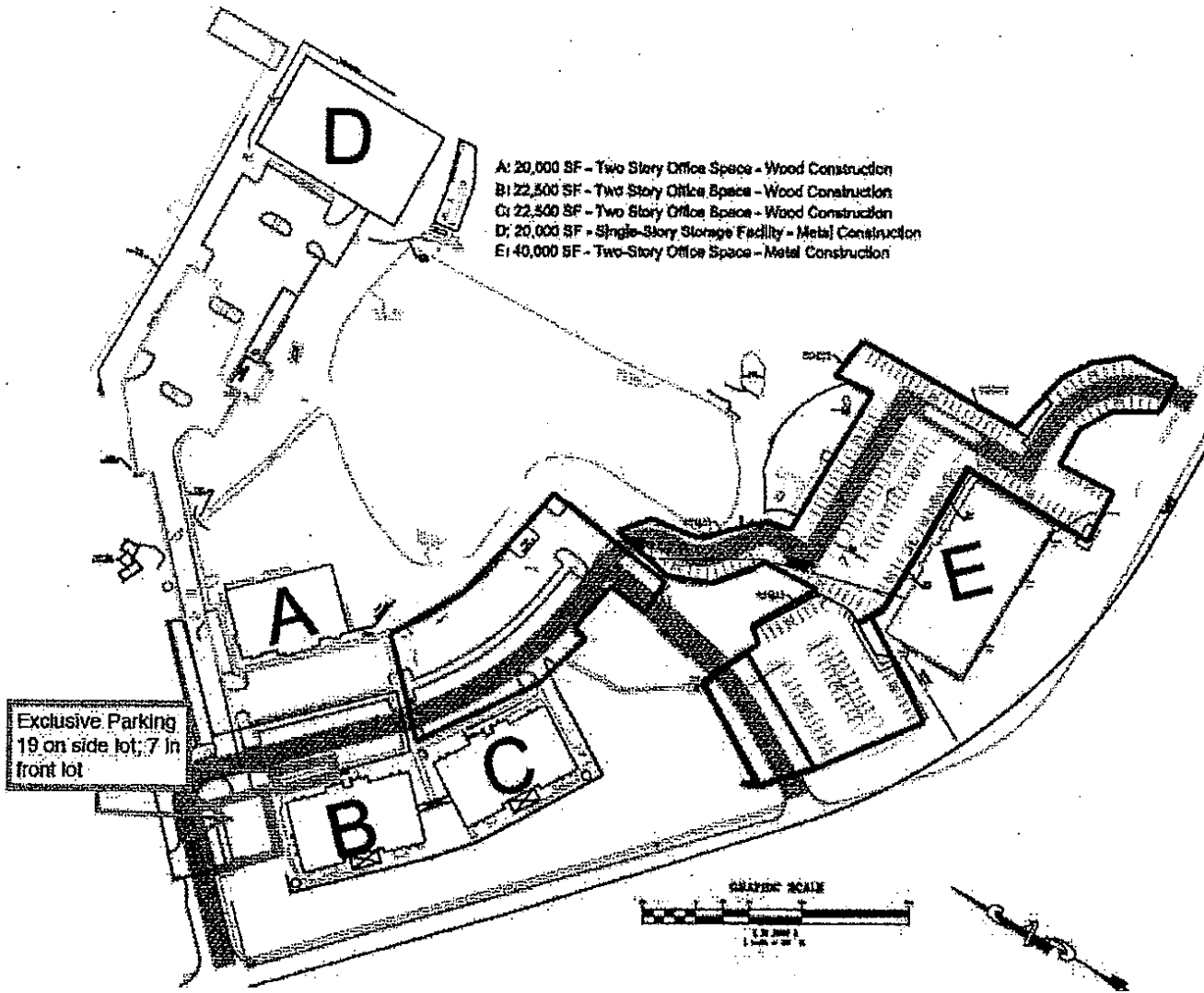
**EXHIBIT "B"**  
**Building B (current design)**



**Building D (current design)**



**EXHIBIT "C"**  
**PARKING SITE PLAN - EXCLUSIVE PARKING AREAS**



**EXHIBIT "D"**  
**LEASE COMMENCEMENT LETTER**

**{TO BE INSERTED AT LEASE COMMENCEMENT OF LEASE}**

**EXHIBIT "E"**  
**JANITORIAL SERVICES**

The Lessor agrees to furnish janitorial and cleaning services as part of this lease agreement. This includes furnishing all cleaning/maintenance equipment and cleaning supplies as required, including but not limited to, drinking cups at water fountains, bathroom tissues, paper towels, trash receptacle liners, hand soap (preferably liquid) and doormats at entrances to the facility. All supplies are to be of good quality acceptable in the janitorial profession and of satisfactory quality suitable to the needs of personnel.

Cleaning of the facility shall be accomplished in accord with the following schedule:

<b>DAILY:</b>	Carpeted Areas – Vacuum Non-carpeted Areas – Dust mop Remove gum and other materials. Spot damp mop and to remove stains or spots.
<b>WEEKLY:</b>	Non-Carpeted Areas – Damp mop and spray buff.
<b>SEMI-ANNUALLY:</b>	Machine clean carpets in hallways. Other areas to be cleaned if their condition so dictates. Strip, reseal and wax all normally waxed floors.
<b>ANNUALLY:</b>	Machine clean all carpets throughout the facility.
<b>WALLS, CEILINGS, INTERIOR DOORS, LEDGES, ETC.</b>	
<b>WEEKLY:</b>	Spot Clean Clean light switch plates and surrounding wall areas. Dust windowsills, ledges, fixtures, etc.
<b>MONTHLY:</b>	Dust or vacuum HVAC registers.
<b>ANNUALLY:</b>	Clean all light fixture diffuses and dust light bulbs.
<b>WINDOWS AND GLASS</b>	
<b>DAILY:</b>	Spot clean entrances and vicinity glass both in and outside. Spot clean directory and internal glass or windows.
<b>SEMI-ANNUALLY:</b>	Clean inside of external windows.
<b>AS NEEDED, BUT AT LEAST WEEKLY:</b>	Dust tables, chairs, desks, credenzas, file cabinets, bookcases, etc. Do not disturb any papers lying on desks or cabinets Dust and clean all ornamental wall decorations, picture, charts, chalkboards, etc. Dust draperies, venetian blinds, or curtains.
<b>SEMI-ANNUALLY:</b>	Vacuum all window treatments
<b>TRASH AND REFUSE</b>	
<b>DAILY:</b>	Empty and clean all trash receptacles. Receptacle liners are to be used. Change as necessary. Remove all collected trash to external dumpsters or trash containers. In conference rooms, reception areas, etc., remove accumulated trash, i.e. paper cups, soda cans, etc.
<b>CIGARETTE URNS AND ASHTRAYS</b>	
<b>DAILY:</b>	Empty and clean all cigarette urns. Empty and damp wipe all ashtrays.

<b>RESTROOMS</b>	
<b>DAILY:</b>	Maintain in a clean and sanitary condition: floors, walls, doors, stalls, partitions, shelves, sinks, commodes, urinals, bath facilities, soap and towel dispensers Clean and polish mirrors. Empty and sanitize trash and sanitary napkin receptacles. Replenish supplies of tissue, towels, and soap. Check and replace, as necessary, deodorizer bars/room air freshener units.
<b>MONTHLY:</b>	Clean ceramic tile surfaces with a strong cleaner or bleach so that tile and grout have a uniform color.
<b>LOUNGE AND KITCHEN AREAS (if Applicable)</b>	
<b>DAILY:</b>	Clean and sanitize sinks and counter areas.
<b>EXTERIOR</b>	
<b>DAILY:</b>	Sweep outside area immediately adjacent to building entrances. Keep parking lot and surrounding grass areas free of trash.
<b>WEEKLY:</b>	Sweep all exterior access areas, i.e. sidewalks, porches, verandas, etc.

### MAINTENANCE SERVICES

1. Filters for HVAC shall be changed every 90 days at a minimum and more often as conditions warrant.
2. All painted surfaces in the facility shall be freshly painted at the commencement of this Lease, if needed, during Term, touch up painting to be done within Premises.
3. Perform such other services as are necessary to keep the facility clean and in a sanitary condition.

In providing any or all of the before mentioned services:

1. Janitorial staff are to only use necessary lighting in the areas in which they are actually working and turn off unnecessary lighting. Air conditioning equipment is not to be turned on for the exclusive use of the janitorial staff.
2. Only actual employees of the janitorial contractor are to be admitted to the premises.
3. If after-hours cleaning, all outside doors are to be locked and janitorial staff are not to provide access into the facility to anyone. Janitorial staff are to check exterior doors and windows to ensure the facility is secure at the time of leaving the facility.

## Exhibit E: COMMENCEMENT LETTER

**Re: Commencement Letter With Respect to Lease Dated September 19th, 2016, By and Between Edgewater Corp of Tallahassee, LLC, as Lessor, and CareerSource Florida, as Lessee, for an Approximate Rentable Area in the Premises of 10,664 Square Feet on the 1st Floor of the Building Located at 2308 Killearn Center Blvd, Tallahassee, FL 32309.**

In accordance with the terms and conditions of the above referenced Lease, Tenant hereby accepts possession of the premises and agrees as follows:

i. Lease Commencement Date: Exhibit A in the Lease shall be amended and incorporated into Lease with Lease Commencement Date as September 1, 2017.

ii. Three (3) Free Rent Months:

Based on Exhibit A in Lease being updated and amended, and based on the rent due for commencement month of September 2017 already paid in full to Lessor by Lessee, the months of October 2017, November 2017, December 2017 shall be abated.

iii. Lease Expiration Date:

Based on Section 2 "Term" in Lease and based on Exhibit A in Lease as amended, the Lease Expiration Date will be midnight on the last day of the one hundred and twenty-third (123rd) full calendar month after the Commencement Date, September 1, 2017, which is November 30, 2027.

iv. Five (5) Renewal Notice Deadline Dates:

Per Section 26 in Lease, if the Lessee desires to exercise any renewal option, the Lessee shall provide to the Lessor written notice of such election at least one-hundred eighty (180) days prior to the expiration of the initial term or the expiration of the current renewal term, as applicable. The dates are as follows:

- May 31, 2027 for first renewal option;
- May 31, 2029 for second renewal option;
- May 31, 2031 for third renewal option;
- May 31, 2033 for fourth renewal option;
- and May 31, 2035 for fifth renewal option.

v. Amortization Schedule for the Termination Option

Per Section 20 of Lease, any unamortized termination fees as associated with both documented tenant improvement costs and paid commissions by Lessor will be calculated based on a straight line basis spread over the 123-month lease term.

Please acknowledge your acceptance of possession and agreement to the terms set forth above by signing all three (3) copies of this Commencement Letter in the space provided and returning two (2) fully executed copies of the same to Lessor.

Agreed and Accepted:

Lessee: CareerSource Florida

By: 

Name: Andrea Collins

Title: COO / CFO

## EXHIBIT "A"

### Rent Schedule ("Rent") – as amended at Lease Commencement

Rental Period	Building	Rate PSF	Monthly Rent
Nov 1, 2016 – May 31, 2017	Building D	N/A	\$12,500.00
June 1, 2017 – August 31, 2017	Building D	N/A	Rent Free
September 1, 2017 – August 31, 2018*	Building B	\$18.84	\$16,742.48
September 1, 2018 – August 31, 2019	Building B	\$19.31	\$17,160.15
September 1, 2019 – August 31, 2020	Building B	\$19.79	\$17,586.71
September 1, 2020 – August 31, 2021	Building B	\$20.29	\$18,031.05
September 1, 2021 – August 31, 2022	Building B	\$20.80	\$18,484.27
September 1, 2022 – August 31, 2023	Building B	\$21.32	\$18,946.37
September 1, 2023 – August 31, 2024	Building B	\$21.85	\$19,417.37
September 1, 2024 – August 31, 2025	Building B	\$22.40	\$19,906.13
September 1, 2025 – August 31, 2026	Building B	\$22.96	\$20,403.79
September 1, 2026 – November 31, 2027	Building B	\$23.53	\$20,910.33

The Rent does not include sales tax as the Lessee is exempt from the payment of sales tax.

\*The period between October 1, 2017 and December 31, 2018 shall be considered "rent free" for Lessee.

**Jim New**

---

**From:** Charlie Lee <clee@regionalreg.com>  
**Sent:** Friday, September 22, 2017 5:22 PM  
**To:** Kyle Shaw  
**Cc:** Danny Manausa <danny@manausalaw.com>; jkkrivacs@gmail.com  
**Subject:** Fwd: Signed Commencement Exhibit E\_CS FL Killearn  
**Attachments:** Signed Commencement Exhibit E\_CS FL Killarn Center KCB lease.pdf; ATT00001.htm; Updated Exh A Rental Schedule CS FL.pdf; ATT00002.htm

Sent from my iPad

Begin forwarded message:

**From:** "Daniel H. Wagnon" <daniel@adwenterprises.net>  
**Date:** September 22, 2017 at 5:02:09 PM EDT  
**To:** Charlie Lee <clee@regionalreg.com>  
**Subject:** **Signed Commencement Exhibit E\_CS FL Killearn**

I am updating the lease and rental schedule exhibit, as attached, as well and will insert into lease for final delivery to all parties.

dw