SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (The "Second Amendment") is made as of this **17th day of December, 2018** by and between AMELIA STATE, LLC, ("Landlord) and **FIRST COAST WORKFORCE DEVELOPMENT, INC** ("Tenant").

WITNESSETH;

WHEREAS, Landlord and Tenant entered into that certain Office Lease dated July 16, 2009 ("Original Lease"), as amended by that certain First Amendment dated June 3, 2014 (the "First Amendment") pertaining to space located at 96042 ad 96046 Lofton Square, Yulee, FL 32097 ("Premises"): and

WHEREAS, Landlord and Tenant mutually wish to amend the Lease on the terms and conditions set forth below; and

NOW THEREFORE, in consideration of the promises, covenants, and agreements hereof and of other good and valuable consideration, the receipt of which is hereby acknowledged, and the parties hereto agree as follows:

1. **References to the "Lease".** Notwithstanding anything to the contrary in the Existing Lease, the Existing Lease shall be amended such that all references in the Existing Lease to the term "Lease" shall be deemed to refer to the Existing Lease, as amended by this Amendment.
2. **Extension Term.** Notwithstanding any provision to the contrary contained in the Existing Lease, the Existing Lease shall be extended from September 1, 2019 through August 31, 2024. The Minimum Monthly Rent payable during the Renewal Term shall be as follows:

Period	Monthly Base Rent	Annual Base Rent
9/1/2019 – 8/31/2024	$9,176.15	$110,113.80

3. **Renewal Options.** Tenant shall have two (2) five- year renewal terms with Rent to be negotiated and agreed upon nine (9) months prior to each renewal term.

4. **Tenant Improvements.** Landlord aggress to perform the following work at no cost to Tenant:

    1. Install carpet squares throughout area currently carpeted
    2. Install new energy efficient light fixtures throughout the premises
    3. Replace all ceiling tiles
    4. Paint all painted surfaces
    5. Repair any present roof leaks
    6. Pressure wash sidewalk in front of and to either side of leased premises
    7. Remove all weeds from expansion joins to sidewalk

5. **Commissions.** Expect for Realty Services Group, Inc., neither party has dealt with any broker or other person who has or may have any claim against Landlord or Tenant for a brokerage commission, finder's fee or like payment arising out of or in connection with this Lease Amendment or the tenancy created hereby, and each party hereby indemnities the other against any such brokerage claims arising by, through or under the indemnifying party. The commission rates should not be stipulated in the Lease Amendment and should be per separate agreement.

6. **Full Force and Effect.** Except as modified herein, the Lease shall remain in full force and effect.

7. **Defined Terms.** Unless otherwise stated or defined herein, all defined and capitalized terms contained herein are all deemed to have the same meaning as set forth in the Lease.

8. **Inconsistencies.** Notwithstanding any provision to the contrary contained in the Lease or this Second Amendment, in the event of any inconsistencies or conflict between the terms of this Second Amendment and the Lease, the terms and conditions set forth in this Second Amendment shall control.

9. **Counterpart Signatures; Facsimile Transmission.** This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Delivery of this Second Amendment may be accomplished by facsimile transmission of this Second Amendment. In such event, the parties

hereto shall promptly thereafter deliver to each other executed counterpart originals of this Second Amendment.

10. Entire Agreement. Except as otherwise set forth herein, this Second Amendment supersedes any and all prior written or oral agreements between Landlord and Tenant. This Second Amendment is not intended to supersede the Lease Agreement between these parties dated July 16, 2009 which shall remain in full force effect as to all provisions except those matters specifically amended herein.

11. No Recording. Landlord and Tenant agree that this Second Amendment shall not be recorded with the Recorder's Office.

IN WITNESS WHEREOF, the parties by and through their undersigned and duly-authorized representatives, have executed this Second Amendment for the purposes therein described.

WITNESSES:

(Sign) ANDREW S. DEEMER
(Print)

LANDLORD:

AMELIA STATE, LLC

By: - TODD HARRISON

Title: LEASING MANAGER

Date: 1/10/19

TENANT:

FIRST COAST WORKFORCE DEVELOPMENT, INC.

(Sign) Joel V. Hickox
(Print)

By: Brian Hagaman

Title: PRESIDENT

Date: 1/10/19

LEASE RENEWAL AGREEMENT

This Lease Renewal Agreement, entered into this 3rd day of June, 2014 by and between Amelia State, LLC, the "Landlord", as successor in interest to Trevett Mock, LLC and First Coast Workforce Development, Inc., d/b/a CareerSource (formerly d/b/a WorkSource), the "Tenant", having a location at 96042 Lofton Square Court, Yulee, Florida 32097.

WHEREAS, Tenant and Landlord are parties to that certain Lease Agreement, dated as of July 16, 2009.

WHEREAS, Tenant and Landlord desire to agree to terms and conditions in addition to the terms and conditions as set forth in the Lease; and

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, in addition to all other terms and conditions as set forth in the Lease the undersigned parties agree as follows:

1. Tenant hereby elects to exercise its option under the Lease to renew the Lease under the terms set forth herein below, and Landlord accepts such election.

2. The renewal Lease Term shall extend for a period of five (5) years from September 1, 2014 through August 31, 2019. One five (5) year Renewal Option will be offered at terms to be negotiated and agreed upon nine (9) months prior to expiration.

3. Rent: Commencing September 1, 2014, Tenant shall pay $16.25 per sq. ft. or $8,242.81 monthly fixed for the 5 year term as follows: Base Rent $12.53 psf or $6,355.84 plus $3.72 psf CAM, tax, ins. or $1,886.97 per month for a total of $8,242.81.

4. Tenant Improvements: None; no improvements to the Premises are required.

5. HVAC: Tenant will maintain an HVAC service agreement at Tenant's sole cost. Landlord will be responsible for any repairs and/or replacements in excess of $500.00 per occurrence.

Except as expressly modified herein, all other provisions of the Lease remain in full force and effect and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto hereby agree as set forth herein.

LANDLORD:

Amelia State, LLC
Andrew Tavakoli, Managing Member

Witness

TENANT:

First Coast Workforce Development, Inc.
Bruce Ferguson, President

Witness

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is effective as of July ___, 2009 between Trevett Mock, LLC ("Landlord") and First Coast Workforce Development, Inc. (d/b/a WorkSource) (the "Tenant"). The Lease Summary on page one hereof is incorporated by reference in this Lease. Any terms defined in the Lease Summary not otherwise defined shall be given such meanings provided in the Lease Summary. If defined terms in the Lease Summary and in the Lease are in conflict, such terms shall be construed as hereafter defined.

1. Premises

1.1 *Premises*. Landlord hereby leases to Tenant and Tenant hereby rents from Landlord those certain premises situated at address 96042 and 96046 Lofton Square Court, Yulee, FL 32097 ("Premises") located in the project known as Lofton Square Court (the "Shopping Center").

2. Term

The term of this Lease shall be for a period from September 1, 2009 (the "Commencement Date") and ending on August 31, 2014 (such period, the "Lease Term") with one, five year option to renew at to be agreed terms. Base Rent, Additional Rent and any other amounts as set forth on page one or otherwise shall be paid by a single check or cash payment in advance in monthly installments on the first day of each month beginning on the Commencement Date. Notwithstanding anything herein to the contrary, Tenant may terminate the Lease with 180 days written notice to Landlord if the U.S. federal government cuts funding directly or indirectly to Tenant in excess of 50% from the funding level as of the Commencement Date; provided, however, Tenant is expressly prohibited from relocating within Nassau County, Florida for what would have been the remaining term of the Lease had the Lease not been terminated without negotiating in good faith with Landlord to lease a reduced amount of square footage from Landlord at a to be agreed upon rate.

3. Rent.

3.1 *Rent.* Tenant shall pay to Landlord the Base Rent, Additional Rent and any other amounts due hereunder by a single check in advance on the first day of each month commencing on September 1, 2009 without deduction or offset, prior notice or demand at the address of Landlord set out in the Lease Summary.

3.2 *Additional Rent.* Additional Rent, if applicable, shall be adjusted annually beginning on January 1, 2010 based on Landlord's actual Annual Operating Expenses for the preceding calendar year.

(a) As used herein, the term "Annual Operating Expenses" shall mean the total costs to the Landlord of operating and maintaining and repairing the Shopping Center during each calendar year of the Lease Term. Such costs shall include, by way of example rather than of limitation, (i) all real and personal property taxes and assessments (including without limitation sanitary taxes, extraordinary or special assessments, and all costs and fees, including reasonable attorneys' and consultants' costs and fees, incurred by Landlord in contesting or negotiation the same with public authorities) levied, imposed or assessed upon the Shopping Center and any common areas during each Lease Year, (ii) charges or fees for the maintenance and repair of common areas and mechanical systems of buildings and for grounds maintenance, landscaping, resurfacing, repainting, restriping, and trash removal, (iii) management fees, overhead and expenses, (iv) premiums for rental, hazard, liability or similar insurance upon the Shopping Center or portions thereof, (v) all utility charges, (vi) the cost of any other items which, under generally accepted accounting principles consistently applied from year to year with respect to the Shopping Center, constitute operating or maintenance costs attributable to any or all of the Shopping Center.

(b) If Tenant's use or occupancy of the Premises shall cause any increase in the premiums for the insurance coverage of the Shopping Center as carried from time to time by Landlord, then Tenant shall pay to Landlord as Additional Rent the entire increase in said premium, or that portion thereof allocable to Tenant.

(c) 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 Base Rent, Additional Rent and other sums designated as rent hereunder and payable by Tenant. If such 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 Base Rent thereafter becoming due, but nothing herein shall be deemed to suspend or delay the payment of any amount of money or charge.

(d) *Intent.* It is the intent of the parties that the rent payable to Landlord is absolutely net of all (i) expenses associated with ownership and operation of the Shopping Center and (ii) sales or use taxes imposed on any payment by Tenant to Landlord, except as expressly provided herein.

4. INTENTIONALLY DELETED

5. Use of Premises

5.1 *Use.* Tenant shall not use the Premises for any other purpose or in any manner other than as set out in the Lease Summary without the prior written consent of the Landlord. Failure of Tenant to abide by the terms of this Section 5.1 (a) shall be an immediate default hereunder without any action by Landlord whatsoever.

5.2 *Suitability.* Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or with respect to the suitability of the Premises for the conducting of Tenant's business. The taking of possession of the Premises by Tenant shall conclusively establish that the Premises was at such time in satisfactory condition unless on such date Tenant shall give Landlord written notice specifying in reasonable detail the reasons why the Premises was not in satisfactory condition.

5.3 *Compliance.* Tenant shall comply with all laws, orders, regulations, rules and requirements of every kind and nature, including the Americans with Disabilities Act, applicable to the Premises and the Tenant's use of the Premises, now or hereinafter in effect, of all governmental authorities, whether they be usual or unusual, ordinary or extraordinary, or whether they or any of them relate to any structural changes made by Tenant in connection with construction, alterations or to changes or requirements incident to or as the result of any use of occupancy thereof or otherwise. Tenant shall pay all costs and expenses incidental to such compliance. Tenant shall also comply with all requirements of applicable restrictive covenants or other easements, agreements or conditions applicable to Tenant's use of the Premises and Landlord's reasonable requirements regarding Tenant's employees or related parties.

5.4 *Uses Prohibited.*

(a) Tenant will not use the Premises for any use or purpose in violation of the laws, ordinances, regulations and requirements of any governmental authority. During the Lease Term, the Premises and every part thereof, shall be kept by the Tenant in a clean and wholesome condition, free of any objectionable noises, odors, or nuisances and shall comply with all health and public regulations.

(b) Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate or affect any fire or other insurance upon the Premises or any of its contents or upon any building or common area in the Shopping Center.

(c) Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of any building in the Shopping Center.

(d) Tenant will not utilize or dispose of on or about the Premises any Hazardous Materials, as hereinafter defined and will hold the Landlord harmless from any and all actions or causes of action arising by reason of Tenant's breach of this covenant, including the cost to defend, court costs and attorneys' costs and fees at, during or before trial and appeal. As used herein, "Hazardous Materials" shall mean any hazardous, toxic or radioactive substance, material, matter or waste which is or becomes regulated by any federal, state or local law, ordinance, order, rule, regulation, code or any other governmental restriction or requirement, and shall include, but not be limited to asbestos, petroleum products, polychlorinated biphenyls, underground storage tanks, the terms "Hazardous Substance" and "Hazardous Waste" as defined or the Superfund Amendments and Reauthorization Act of 1986 and the Resource Conservation and Recovery Act, as amended, 42U.S.C. Set 6901 et seq., the term "Hazardous Chemical" as defined in the Occupational Safety and Health Act, and any definition of hazardous material, substance or waste contained within any applicable environmental quality control statute of United States or the State of Florida.

5.5 *Trash Removal.* Tenant agrees that all trash and rubbish of Tenant shall be deposited within receptacles and that there shall be no trash receptacles permitted to remain outside of the building except those provided and

designated by Landlord, the cost of which shall be part of the Annual Operating Expenses. If required by the Landlord at Landlord's sole discretion, Tenant further agrees to cause its receptacles to be emptied and trash removed at its own cost and expense if the Tenant's volume of trash exceeds the average volume of trash of the other tenants in the Shopping Center, as so determined by the Landlord.

5.6 *Expenses Directly Charged to Tenant.* The Tenant shall obtain in its own name and at its own expense and pay for use charges, deposits, and other costs for all utilities servicing the Premises including but not limited to water and sewer service, telephone service, internet service, janitorial service, and electricity consumption on the Premises.

6. Maintenance and Repairs, Alterations and Additions, Fixtures

6.1 *Maintenance and Repairs*

(a) Repairs by Landlord. Landlord shall keep in good order, condition and repair at its expense only the foundations, and structural integrity of the roof and exterior walls (exclusive of all signs, doors and glass, including plate glass), except that Tenant shall make all such repairs, modifications or replacements which become necessary or desirable by reasons of Tenant's use of the Premises or the negligence or intentional misconduct of Tenant, its customers, invitees or employees. Landlord shall have no obligation to repair until a reasonable time after the receipt by Landlord of written notice of the need for repairs and shall only be required to make such repairs that Landlord deems necessary in its reasonable business judgment. Landlord gives to Tenant exclusive control of the Premises and shall be under no obligation to inspect the Premises. Tenant shall at once report in writing to Landlord any defective condition known to him which Landlord is required to repair pursuant to this Section 6.1(a). Tenant's failure to report to Landlord any such condition or defect shall make Tenant responsible to Landlord for any liabilities, costs, expenses and attorneys' costs and fees incurred by Landlord as a result of such defect. **TENANT WAIVES THE PROVISIONS OF ANY LAW PERMITTING TENANT TO MAKE REPAIRS AT LANDLORD'S EXPENSE.**

(b) Repairs by Tenant. Tenant shall decorate, maintain and keep in good order, condition and repair the interior of the Premises, including all electrical equipment, plumbing and sprinkler systems and the improvements and equipment installed by Tenant in the Premises, if any, and shall replace all broken glass, including exterior show windows, doors and glass, including plate glass, with glass of the same or similar quality. Tenant shall make all other repairs, whether of a like or different nature, except those which Landlord is specifically obligated to make under the provisions of Section 6.1 (a) above, and except that Tenant shall not be obligated to make structural repairs to the Premises except as set forth herein.

(c) Tenant's Failure to Maintain. In the event Tenant fails to maintain the Premises, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. In the event Tenant fails to complete such work within 15 days after such notice, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at the maximum rate permitted by law from the date of such work. Landlord shall have no liability to Tenant for any damage, inconvenience or interference with the use of the Premises by Tenant as a result of performing any such work.

(d) Condition Upon Expiration of Term. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in the same condition as received, ordinary wear and tear excepted. Tenant also agrees to repair any damage to the Premises or the Shopping Center caused by or in connection with Tenant's occupancy of the Premises or the removal of any articles of Tenant's personal property, business or trade fixtures.

6.2 *Alterations.* Tenant shall not make any alterations or additions to the Premises without first procuring Landlord's written consent, such consent to be granted or withheld in Landlord's sole discretion.

7. Entry by Landlord

Landlord and the authorized representatives of Landlord may enter the Premises at all reasonable times for the purpose of determining the condition of the Premises and exhibiting the same to prospective purchasers or tenants; and during the final 90 days of the Lease Term, Landlord may also exhibit the Premises and display thereon in such

manner as not unreasonably to interfere with Tenant's business the usual "For Lease" signs and such signs shall remain unmolested upon the Premises. Tenant hereby grants to Landlord such licenses or easements in and over the Premises or any portion thereof as shall be reasonably required for the installation or maintenance of mains, conduits, pipes or other facilities serving the Shopping Center or any part thereof, including, but not by way of limitation, the Premises.

8. Liens

Tenant agrees that it will pay or cause to be paid all costs for work done by it on the Premises, and Tenant will keep the Premises free and clear of all mechanics' liens on account of work done by Tenant or persons claiming under Tenant. The interest of the Landlord shall not be subject to liens for improvements made by Tenant. Tenant will not permit to be created or to remain undischarged any lien, encumbrance or charge (arising out of any mechanic, laborer or materialman or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Tenant) which might be or become a lien or encumbrance or charge upon the Shopping Center or any part thereof or the income therefrom. Tenant will not suffer any matter or thing whereby the estate, rights and interests of Landlord in the Shopping Center or any part thereof might be impaired. Tenant agrees to and shall indemnify and save Landlord free and harmless against liability, loss, damage, costs, attorney's costs and fees, and all other expenses on account of claims of lien of laborers or materialman or others for work performed or materials or supplies furnished for Tenant or persons claiming under Tenant. Landlord shall have a lien as security for rents and other covenants of Tenant herein on all goods, wares, chattels, fixtures, equipment and other personal property placed within or upon the Premises; provided, however, that such lien is in addition to and cumulative of any statutory lien to which Landlord may be entitled. **THIS LEASE EXPRESSLY PROVIDES THAT THE INTEREST OF THE LANDLORD SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY THE TENANT. ALSO, THE TENANT SHALL NOTIFY THE CONTRACTOR MAKING ANY SUCH IMPROVEMENTS OF SUCH PROVISION OR PROVISIONS IN THIS LEASE, AND THE KNOWING OR WILLFUL FAILURE OF THE TENANT TO PROVIDE SUCH NOTICE TO THE CONTRACTOR SHALL RENDER THE CONTRACT BETWEEN THE TENANT AND THE CONTRACTOR VOIDABLE AT THE OPTION OF THE CONTRACTOR.**

9. Indemnity

9.1 *Indemnity.* Tenant shall indemnify and hold harmless Landlord or its agents from and against any and all claims loss, liability, damages and expenses, including attorneys' costs and fees, arising from Tenant's use and occupancy of the Premises or Shopping Center, or any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant or any of its agents, contractors or employees; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at the Tenant's expense by counsel reasonably satisfactory to Landlord. The provisions of this paragraph shall survive the termination of this Lease. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon or about the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall secure insurance satisfactory to Landlord in its sole discretion to cover any such losses.

9.2 *Exemption of Landlord from Liability.* Landlord or its agents shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise or property of Tenant, its employees, invitees or customers, or any other person in or about the Premises caused by or resulting from fire, steam, electricity, gas, water or rain, which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of the pipes, sprinkler, glass windows and doors, wires, appliances, plumbing, air conditioning or lighting fixtures, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the Shopping Center of which the Premises is a part, or from other sources. Landlord shall not be liable for any damages arising from any act or neglect or intentional misconduct of any other tenant of the Shopping Center.

10. Insurance

10.1 *General Liability and Property Damage.* Tenant shall at all times during the Lease Term and at its own cost and expense procure and continue in force Worker's Compensation Insurance and Bodily Injury Liability and Property Damage Liability insurance satisfactory to Landlord in its sole discretion to protect Landlord and naming Landlord as an additional insured against liability for injury or death of any person for the area in, on or about the Premises in connection with the use, operation or condition of the Premises. Such insurance at all times shall be in an amount of not less than $1,000,000 combined single limit for bodily injury and property damage and fire legal liability.

10.2 *Fire and Extended Coverage.* Tenant shall at all times during the Lease Term, and at its cost and expense, maintain in effect policies of insurance satisfactory to Landlord in its sole discretion covering (i) its fixtures and equipment located on the Premises, in an amount not less than full replacement value from time to time during the Lease Term, providing protection against any peril included within the classification Fire and Extended Coverage, together with insurance satisfactory to Landlord in its sole discretion against sprinkler damage, vandalism and malicious mischief and (ii) all plate glass on the Premises. The proceeds of such insurance, so long as this Lease remains in effect, shall be used to repair or replace the fixtures, equipment and plate glass so insured.

10.3 *Form of Policies.* All insurance required to be carried by Tenant hereunder shall be with companies and on forms and with loss payable clauses satisfactory to Landlord naming Landlord as an additional insured as its interest may appear, and copies of policies of such insurance or certificates issued by the insurance company evidencing the existence and amounts of such insurance shall be delivered to Landlord by Tenant at least 10 days prior to Tenant opening for business in the Premises. No such policy shall be cancelable except after 10 days written notice to Landlord. Tenant shall, at least 10 days prior to the expiration of such policies, furnish Landlord with renewal or "binders" thereof, or Landlord may order such insurance and charge the cost thereof to Tenant, which amount shall be payable by Tenant upon demand as additional rent.

10.4 *Waiver of Subrogation.* Landlord and Tenant each hereby waive any and all rights of recovery against the other for loss of or damage to such waiving party or its property or the property of others under its control arising from any cause insured against under the standard form of insurance policy up to the amount of such coverage.

11. Damage or Destruction

11.1 *Insured or Minor Damage.* If at any time during the Lease Term the Shopping Center or Premises is destroyed or damaged and either such damage is insured or is not "substantial" as that term is hereinafter defined, then Landlord shall promptly repair such damage at Landlord's expense and this Lease shall continue in full force and effect unless Landlord deems in its reasonable business judgment not to repair such damage. Notwithstanding any provision herein to the contrary, Tenant shall pay Landlord that portion of Tenant's fire and extended insurance policy proceeds which are applicable to the Premises.

11.2 *Substantial Damage to Premises.* If at any time during the Lease Term the Premises is destroyed or damaged and if such damage is "substantial" as that term is hereinafter defined, then Landlord may at its option either (a) repair such damage as soon as reasonably possible at Landlord's expense, in which event this Lease shall continue in full force and effect, or (b) cancel and terminate this Lease without penalty by giving Tenant written notice of its election to do so within 90 days after the date of occurrence of such damage, in which event the Lease shall terminate at the end of the calendar month in which such notice is given and Tenant shall there upon surrender the Premises to Landlord. For purposes of this Section 11, "substantial" destruction or damage shall mean the destruction or damage of 50% or more of the Shopping Center or Premises and improvements thereon. Notwithstanding any provision herein to the contrary, Tenant shall pay Landlord that portion of Tenant's fire and extended insurance policy proceeds which are applicable to the Premises.

11.3 *Substantial Damage to Shopping Center.* If at any time during the Lease Term the Shopping Center is destroyed or damaged and if such damage is "substantial", notwithstanding that the Premises may be unaffected thereby, Landlord may at its option cancel and terminate this Lease without penalty by giving written notice of its election to do so within 90 days from the date of occurrence of such damage, in which event the Lease shall terminate at the end of the calendar month in which such notice is given and Tenant shall thereupon surrender the Premises to Landlord.

11.4 *Abatement of Rent.* If the Premises is destroyed or damaged and Landlord chooses to repair or restore it pursuant to the provisions of this Section, Tenant shall continue the operation of its business in the Premises to the extent reasonably practicable from the standpoint of prudent business management. The Base Rent payable hereunder for the period during which such damage, repair, or restoration continues shall be abated in proportion to the degree to which the Premises is rendered untenantable. There shall be no abatement of any item of Additional Rent or other monetary charge payable hereunder, and Tenant shall have no claim against Landlord for any damage suffered by Tenant by reason of any such damage, destruction, repair or restoration.

12. Assignment and Sublease

Tenant shall not voluntarily or by operation of law assign, license, transfer, mortgage or otherwise encumber all or any part of Tenant's interest in this Lease or in the Premises, and shall not sublet or license all or any part of the Premises, without the prior written consent of Landlord and upon receipt of a fully-executed Guaranty in form and substance satisfactory to Landlord by the principal of the new tenant in each instance, and any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent, which may be arbitrarily withheld, shall be wholly void.

No subletting or assignment, even with the consent of Landlord, shall relieve Tenant of its obligation to pay any rent or other monetary sums due under this Lease and to perform all of the other obligations to be performed by Tenant hereunder. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any subletting or other transfer. Consent to one assignment, subletting or other transfer shall not be deemed to constitute consent to any subsequent assignment, subletting or other transfer.

13. Subordination, Quiet Enjoyment, Attornment

13.1 *Subordination.* This Lease at Landlord's option shall be subject and subordinate to the lien of any mortgages in any amounts whatsoever now or hereafter placed by Landlord on or against the land or improvements or either thereof, of which the Premises is a part, or on or against Landlord's interest or estate therein, or on or against any ground or underlying lease without the necessity of the execution and delivery of any further instruments on the part of the Tenant to effectuate such subordination.

13.2 *Subordination and Attornment.* Tenant covenants and agrees to execute and deliver upon demand without charge therefore, such further instruments evidencing Tenant's subordination of this Lease to such ground or underlying leases and to the lien of any such mortgages or deeds of trust as may be required by Landlord. Tenant further agrees to attorn to a new landlord in the event of a foreclosure or other sale and to execute such documents as reasonably required by Landlord or such purchaser to evidence such attornment.

13.3 *Quiet Enjoyment.* Landlord agrees that Tenant, upon paying the rent and other monetary sums due under this Lease and performing the covenants and conditions of this Lease, may quietly have, hold, and enjoy the Premises during the Lease Term or any extension thereof, subject, however, to the rights of the holders of any of the aforesaid ground leases, mortgages, or deeds of trust.

13.4 *Estoppel Certificate.* Within five days after any written request received from the Landlord, Tenant agrees to execute, acknowledge and deliver to the Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that the Lease, as so modified, is in full force and effect), the amount of the security deposit, and the date to which the rent or other charges are paid in advance, if any, and shall acknowledge that there are not, to the Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed. Any statement so provided may be conclusively relied upon by a perspective purchaser or encumbrancer of the leased premises. Tenant's failure to deliver any statement so required hereunder shall be conclusive upon Tenant that this Lease is in full force and effect without modification except as may be represented by Landlord and that there are no uncured defaults in Landlord's performance hereunder.

13.5 *Attorney in Fact.* Tenant hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver any document or documents provided for herein for and in the name of Tenant upon Tenant's failure to deliver any document required hereunder.

14. Default, Remedies

14.1 *Default.* The occurrence of any of the following shall constitute a default and breach of this Lease by Tenant:

(a) Any failure by Tenant to pay rent or any other monetary sums required to be paid hereunder with no requirement of action by Landlord or notice to Tenant in any manner whatsoever;

(b) Any failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant after expiration of the applicable grace period, if any;

(c) The abandonment or vacation of the Premises by Tenant;

(d) The making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within 60 days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within 30 days. Each of the foregoing defaults in this 14.1(d) is an automatic default hereunder with no requirement of further action by Landlord or notice to Tenant or anyone else in any manner whatsoever.

14.2 *Remedies.* In the event of any such default or breach by Tenant, Landlord may:

(a) Maintain this Lease in full force and effect and recover the rent without terminating Tenant's right to possession. In the event Landlord elects not to terminate the Lease, Landlord shall have the right to attempt to re-let the Premises at such rent and upon such conditions and for such a term as Landlord deems satisfactory in its sole discretion and to do all acts necessary to maintain or preserve the Premises as Landlord deems reasonable and necessary including removal of all persons and property therefrom and dispose of or discard such property in any manner whatsoever, including but not limited to being stored in a public warehouse or elsewhere at the cost of and for the account of the Tenant, all without service of additional notice to Tenant or any person claiming an interest in said property or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. In the event any such re-letting occurs, this Lease shall terminate automatically upon the new Tenant taking possession of the Premises, and Tenant shall be liable to Landlord for any deficiency between all rents due hereunder for the remainder of the Lease Term as if no default or breach had occurred and rents to be received by Landlord from such new Tenant. Notwithstanding that Landlord fails to elect to terminate the Lease initially, Landlord at any time during the Lease Term may elect to terminate this Lease by virtue of such previous default by Tenant;

(b) Terminate Tenant's right to possession by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. If Tenant does not immediately surrender possession of the Premises to Landlord, Landlord may immediately or at any time thereafter, and without further notice or demand, re-enter and take possession of the Premises and remove all persons and property therefrom and dispose or discard such property in any manner whatsoever, including but not limited to being stored in a public warehouse or elsewhere at the cost of and for the account of the Tenant, all without service of additional notice to Tenant or any person claiming an interest in said property or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including without limitation thereto, the following: (i) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus (ii) the worth at the time of award of the amount of unpaid rent which would have been earned after termination until the time of award, plus interest thereon to the date of payment at the maximum rate permitted by law; plus (iii) any amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform his obligations under this Lease or which in the ordinary course of events would be likely to result therefrom. In the alternative, Landlord may, without reentering and taking possession of the Premises, declare the entire remaining rent and charges equivalent to rent to be immediately

due and payable, and shall be entitled to recover from Tenant the amount of rent and charges equivalent to rent to be immediately due and payable, and shall be entitled to recover from Tenant the amount of rent and charges equivalent to rent reserved in this Lease for the balance of the Lease Term;

(c) The various rights and remedies herein granted to Landlord shall be cumulative and in addition to any other rights or remedies which Landlord may be entitled to at law or in equity. The exercise of one or more rights or remedies of Landlord shall not impair Landlord's right to exercise any other right or remedy. In all events, Landlord shall have the right, upon written notice to Tenant, to cure any breach by Tenant, at Tenant's sole cost and expense, and Tenant shall reimburse Landlord for such costs and expenses plus 15% as overhead, immediately upon demand.

14.3 *Late Charges.* Tenant hereby acknowledges that late payment by Tenant to Landlord of rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within the applicable grace period, Tenant shall pay to Landlord a late charge equal to 10% of such overdue amount each month not paid. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder, including but not limited to the collection of interest on such late payment as provided for herein.

15. Common Areas and Parking

The term "common areas" means the portions of the Shopping Center which have at the time in question been designated and improved for common use by or for the benefit of more than one tenant. All common areas shall be subject to the exclusive control and management of Landlord or association controlling such common areas. Landlord shall have the right at all times, in its sole discretion, to change the size, location, elevation, nature or use of any portion or all of the common areas, the Shopping Center, or any part thereof, as Landlord may from time to time determine, including the right to change the size thereof, to erect buildings thereon, to sell or lease part or parts thereof, to change the location and size of the landscaping and buildings, and to make additions to, subtractions from, or rearrangements of, said buildings. Tenant shall have the right in common with other tenants to use automobile parking areas, driveways and walkways in connection with its business subject to reasonable regulations for the use thereof specified by Landlord, including but not limited to rules pertaining to parking of automobiles of Tenant's employees.

16. Signs

Tenant shall not erect or install any exterior or interior signs or window or door signs, advertising media or window or door lettering or placards without Landlord's prior written consent.

17. Miscellaneous

17.1 *Transfer of Landlord's Interest.* In the event of a sale or conveyance by Landlord of Landlord's interest in the Premises or the Shopping Center, other than a transfer for security purposes only, Landlord shall be relieved from and after the date specified in any such notice of transfer of all obligations and liabilities accruing thereafter on the part of the Landlord, provided that any funds in the hands of Landlord at the time of transfer in which Tenant has an interest, shall be delivered to the successor of Landlord.

17.2 *Captions; Attachments; Defined Terms.*

(a) The captions of the paragraphs of this Lease are for convenience only and shall not be deemed to be relevant in resolving any question of interpretation or construction of any section of this Lease.

(b) Exhibits attached hereto, and addendum and schedules initiated by the parties, are deemed by attachment hereto constitute part of this Lease and are incorporated herein.

17.3 *Entire Agreement.* This instrument along with any exhibits and attachments hereto, constitutes the entire agreement between Landlord and Tenant relative to the Premises. This Lease and the exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by both Landlord and Tenant. It is understood that there are no oral agreements or representations between the parties hereto affecting this Lease. This Lease supersedes and cancels any and all provisions negotiations, arrangements, brochures, agreements or representations and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease.

17.4 *Severability.* If any term of provisions of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

17.5 *Cost of Suit.* In the event of any litigation between Tenant and Landlord to enforce any provision of this Lease or any right of either party hereto, the prevailing party in such litigation shall be entitled to receive from the other party, either as a direct payment or as an award under any judgment, all costs and expenses, including reasonable attorneys' cost and fees, incurred in negotiation, at trial or on appeal. Moreover, if either party hereto without fault is made a party to any litigation instituted by or against any other party to this Lease, such other party shall indemnify Landlord or Tenant, as the case may be, against and save it harmless from all costs and expenses, including reasonable attorneys' costs and fees, incurred in connection therewith.

17.6 *Time.* Time is of the essence of this Lease and each and every provision hereof.

17.7 *Choice of Law.* This Lease shall be governed by the laws of the State of Florida.

17.8 *Waiver.* No covenant, term or condition or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any other covenant, term or condition. Acceptance by Landlord or any performance by Tenant after the time the same shall have become due shall not constitute a waiver by Landlord of the breach of default of any covenant, term or condition unless otherwise expressly agreed to by Landlord in writing.

17.9 *Surrender of Premises.* The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work as a merger and shall, at the option of Landlord, either (a) terminate all or any existing sublease or subtenancies or (b) operate as an assignment to it of any or all such subleases or subtenancies.

17.10 *Holding Over.* If Tenant remains in possession of all or any part of the Premises after the expiration of the Lease Term, without the express written consent of Landlord, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, Base Rent and Additional Rent shall be increased to 200% of the most recent Base Rent and Additional Rent stated herein. If Tenant remains in possession of all or any part of the Premises after the expiration of the Lease Term, with the express written consent of Landlord during the negotiation of lease terms for any options stated hereunder, such tenancy shall be from month to month only for a period of up to 3 months beyond the natural expiration of the Lease Term, and not a renewal hereof or an extension for any further term, and in such case, Base Rent and Additional Rent shall be increased to 125% of the most recent Base Rent and Additional Rent stated herein for such 3 month period. Such amounts and other monetary sums due hereunder shall be payable in the amount and at the time specified in this Lease, and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein. Tenant shall further be liable for any loss or damage of Landlord due to such holdover. Landlord retains all remedies in equity and law upon any such payment, including, but not limited to, instituting eviction proceedings to remove Tenant. As previously provided herein, any costs and expenses of Landlord including, but not limited to, attorneys' costs and fees, in removing Tenant shall be due and payable to Landlord as Additional Rent.

17.11 *Force Majeure.* Any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restriction, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to rent and other charges to be paid by Tenant pursuant to this Lease, which shall not excuse such performance.

17.12. *Interest on Past Due Obligation.* Except as expressly herein provided, any amount due to Landlord not paid when due shall bear interest at the maximum interest rate permitted by law from the due date. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

17.13 *Notices.* All notices or demands of any kind required or desired to be given by Landlord or Tenant hereunder shall be in writing and shall be deemed delivered and received 48 hours after depositing the notice or demand in the United States Mail, certified or registered, postage prepaid, or a nationally recognized overnight courier addressed to the Landlord or Tenant respectively at the addresses set forth in the Lease Summary.

17.14 *WAIVER OF TRIAL BY JURY.* IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THE RESPECTIVE PARTIES HERETO SHALL AND THEY DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND ANY EMERGENCY STATUTORY REMEDY. IT IS FURTHER MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THE RESPECTIVE PARTIES HERETO SHALL AND DO HEREBY AGREE THAT ANY CONTROVERSY, CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE LEASE OR ITS BREACH SHALL BE SUBMITTED TO ARBITRATION BEFORE AND IN ACCORDANCE WITH THE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA"). THE ARBITRATION PROVISIONS OF THIS SECTION 17.14 ARE SELF-EXECUTING AND SHALL REMAIN IN FULL FORCE AND EFFECT AFTER THE EXPIRATION OR TERMINATION OF THIS LEASE. IF ANY PARTY FAILS TO APPEAR AT ANY PROPERLY NOTICED ARBITRATION PROCEEDING, AN AWARD MAY BE ENTERED AGAINST SUCH PARTY BY DEFAULT OR OTHERWISE, NOTWITHSTANDING SUCH FAILURE TO APPEAR. THE OBLIGATION HEREIN TO ARBITRATE AND WAIVER OF JURY TRIAL SHALL NOT BE BINDING UPON LANDLORD WITH RESPECT TO CLAIMS RELATING TO UNPAID RENT OR EVICTION PROCEEDINGS.

18. Rules and Regulations

The Tenant shall conform to the reasonable rules and regulations of the Shopping Center as published by the Landlord from time to time.

19. Brokerage.

The Tenant and Landlord hereby agree to indemnify the other party to this Lease against all losses, damages, costs, expenses (including fees and expenses of attorneys), causes of action demand or liability to or asserted by any broker, agent or finder, licensed or otherwise, claiming to have dealt with Tenant or Landlord in connection with this Lease.

20. Radon Gas

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 and radon testing may be obtained from your county public health unit.

21. Hours of Operation.

The Tenant agrees to maintain regular business hours between and including 6:00 a.m. and 10:00 p.m.

22. Hazardous Materials

Tenant shall not unlawfully generate, store, treat, dispose of, install, or otherwise use, any Hazardous Materials on, in, under, or in any way related to, the Premises or any other portion of the Shopping Center, or cause or unlawfully permit any such generation, storage, treatment, disposal, installation or other use with respect thereto. Tenant shall fully indemnify and hold Landlord harmless from any liability, damage, cost or expense that Landlord

might otherwise suffer from Tenant's failure to fully comply with the terms and provisions of this Section. "Hazardous Materials" is used herein as defined in 5.4(d) above.

23. Condemnation

If the whole of the Premises, or so much thereof as to render the balance unusable by Tenant, shall be taken under power of eminent domain, or otherwise transferred in lieu thereof, or if any part of the Shopping Center is taken and its continued operation is not in Landlord's sole opinion economical, this Lease shall automatically terminate as of the date possession is taken by the condemning authority. No award for any total or partial taking shall be apportioned, and Tenant hereby unconditionally assigns to Landlord any award which may be made. Notwithstanding the previous sentence, Tenant shall have the right to recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded to Tenant for moving and relocation expenses. In the event of a partial taking which does not result in the termination of the Lease, Base Rent shall be apportioned according to the part of the Premises remaining usable by Tenant.

24. Merchants' Association

If Landlord shall so request, Tenant agrees to become and remain a member in good standing of any merchants' association which may be organized in regard to the Shopping Center and to abide by such rules and regulations as my be promulgated by such association.

25. Mold Allergen Advisory and Disclosure

Tenant is advised of the possible presence within the Premises and the Shopping Center of toxic or otherwise illness-causing) molds, fungi, spores, pollens and/or other botanical substances and/or allergens (e.g. dust, pet dancer, inset material, etc.). These substances may be either visible or invisible, may become airborne, and may be mistaken for other household substances and conditions. Exposure carries the potential of possible health consequences. Landlord strongly recommends that the Tenant contact the State Dept. of Health Services for future information on this topic.

Tenant is advised to consider engaging the services of environmental or industrial hygienist (or similar, qualified professional) to inspect and test for the presence of harmful mold, fungi, and botanical allergens and substances as part of Tenant's physical condition inspection of the Premises, and Tenant is further advised to obtain from such qualified professionals information regarding the level of health related risk involved, if any, and the advisability and feasibility of eradication and abatement, if any.

Tenant is expressly cautioned that Landlord has no expertise in this area and is, therefore, incapable of conducting any level of inspection of the Premises for the possible presence of mold, botanical allergens. Tenant acknowledges that Landlord has not made any investigation, determination, warranty or representation with respect to possible presence of mold or other botanical allergens, and Tenant agrees that the investigation and analysis of the foregoing matter is Tenant's sole responsibility and that Tenant shall not hold Landlord responsible therefore.

26. Judicial Interpretation. Should any of the provisions of this Lease require judicial interpretation, the Court interpreting or construing the same shall not apply the presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the agents of all parties have participated in the preparation thereof.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, this Lease is effective as of July 31, 2009.

Witness

Witness

Witness

Amber Steinhaur

Witness

Trevett Mock, LLC, as Landlord

First Coast Workforce Development, Inc.,
as Tenant
Chief Administrative Officer
8-6-09

Diane Nevison 8/6/09

Notary Public State of Florida
Diane Nevison
My Commission DD742417
Expires 02/07/2012