

Subject: CareerSource

Date: Thursday, May 31, 2018 at 3:43:09 PM Eastern Daylight Time

From: buddy@realtyservicesgroup.net <buddy@realtyservicesgroup.net>

To: 'Preston B. Sloan' <brecksloan@checkbeck.com>

CC: Joel Hickox <JHickox@careersourcenefl.com>

Breck,

This serve as an official notice that CareerSource shall be vacating the space at 145 Comfort Road as of September 30, 2018. Please acknowledge receipt and agreement with the date. CareerSource would like to have a letter agreement as to that date for their internal use. Let me know if you would like for CareerSource to prepare the extension agreement.

Best Regards,

Buddy

S. W. "Buddy" Register, Jr.
Realty Services Group, Inc.
4348 Southpoint Blvd., Suite 200
Jacksonville, FL 32216
904-759-4542
Buddy@RealtyServicesGroup.net

Subject: CareerSource (CS)

Date: Thursday, May 17, 2018 at 9:46:25 AM Eastern Daylight Time

From: buddy@realtyservicesgroup.net <buddy@realtyservicesgroup.net>

To: 'Preston B. Sloan' <brecksloan@checkbeck.com>

CC: Joel Hickox <JHickox@careersourceneffl.com>

Breck,

The decision has been made to relocate to the Palatka Mall for those reasons outlined previously. Therefore, CS desires to extend the term at their current location. The request is for a 6 month extension. Do to the pending sale of the Comfort Way property we realize that 6 months may not work with the new owner. CS needs a firm commitment at your earliest convenience so that if the requested extension is not available CS will need to expedite the remodeling of the space in the Mall.

I am willing to discuss this request with the pending buyer if you think that is necessary.

Best Regards,

Buddy

S. W. "Buddy" Register, Jr.
Realty Services Group, Inc.
4348 Southpoint Blvd., Suite 200
Jacksonville, FL 32216
904-759-4542
Buddy@RealtyServicesGroup.net

RENEWAL OF LEASE AGREEMENT

Lessor: Beck/Sloan Properties, Inc.
Lessee(s): First Coast Workforce Development, Inc. dba Career Source of Northeast Florida

Lessor and Lessee(s), in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, do hereby contract, covenant, and agree to the following terms and conditions in modification and/or supplementation of those terms contained within the Lease Agreement attached hereto. To the extent that the terms set forth within this addendum conflict with the terms contained within the attached Lease Agreement, the terms set forth within this renewal agreement shall prevail. To the extent that there is no conflict between the terms set forth within this addendum and the terms set forth within the attached Lease Agreement, then the terms set forth within the attached Lease Agreement shall remain in full force and effect and the terms contained within this addendum shall be read in conjunction with and as supplementing the terms of the attached agreement.

1. Lessor and Lessee acknowledge and agree that the Lease term will be renewed for a 12 month period as described below:

Rental Rate:
May 1, 2017-April 30, 2018 \$5,700.00 per month

Utilities Rate:
May 1, 2017-April 30, 2018 \$750.00 per month

LEASE AGREEMENT

THIS LEASE made the 29 day of April, 2016, by and between Beck/Sloan Properties, Inc., a Florida Corporation, having its principal office at 256 Highway 17, North, City of Palatka, County of Putnam and State of Florida, hereinafter referred as "Lessor", and First Coast Workforce Development, Inc. dba Career Source Northeast Florida, whose address is 1845 Town Center Boulevard, Suite 250, City of Orange Park, County of Clay and State of Florida, hereinafter referred as "Lessee", states as follows, to-wit:

RECITALS

1. Lessor is the sole owner of the premises described below and desires to lease the premises to a suitable Lessee for business purposes, to-wit:
Description of premises:
146 Comfort Road, City of Palatka, County of Putnam County, State of Florida.
2. Lessee desires to lease the premises for use as General Office.
3. The parties desire to enter a lease agreement defining their rights, duties and liabilities relating to the premises.

In consideration of the mutual covenants contained herein, the parties agree as follows, to-wit:

SECTION ONE: TERM AND RENT

Lessor demises the above premises for a term of Twelve (12) months, commencing on the 1st day of May, 2016 and concluding on the 30th day of April, 2017. The premises will be rented at the monthly rental amount of \$5,700.00 per month plus \$750.00 per month for utilities. Sales-tax not applicable as Lessee is Sales Tax Exempt. Lessee shall pay a five percent (5%) late fee for any rental payment not paid by the 10th of each month. All rental payments shall be made to Lessor at the address specified above.

Lessee shall have the option to terminate this lease upon sixty (60) days written notice to other party.

SECTION TWO: ALTERATIONS, ADDITIONS AND IMPROVEMENTS

Lessee shall make no changes, alterations, additions or improvements to the demised premises without obtaining the prior written consent of Lessor. In the event such alterations or additions are authorized, said improvements shall become part of the demised premises and the sole property of Lessor, except that all moveable trade fixtures installed by Lessee shall be and remain the property of Lessee.

SECTION THREE: REPAIRS, SERVICES, UTILITIES

Lessee shall, at all times during the lease and at his cost and expense, repair, replace and maintain in a good, safe and substantial condition, the interior of all buildings (including building systems such as plumbing, etc.) and any improvements, additions and alterations thereto, on the demised premises, and shall use all reasonable precaution to prevent waste, damage or injury to the demised premises. Lessor also agrees to provide regular service & maintenance on the HVAC unit(s) which serve the premises they occupy.

Lessor shall maintain the roof and all exterior walls of the demised premises. Lessor hereby reserves the right to enter the demised premises during normal business hours, or at other times by providing three (3) days written notice, to effectuate the above referenced repairs as well as to inspect the premises and/or make repairs that Lessee may neglect or refuse to make in accordance with the provisions of this lease.

Lessor shall also maintain & keep in effect or fund all utilities at said premises. Said utilities include power, water, sewer, garbage, lawn care and landscaping.

SECTION FOUR: INSURANCE

During the term of the lease and for any further time that Lessee shall hold the demised premises, Lessee shall obtain and maintain at its expense the following types and amounts of insurance, to-wit:

1. **Personal Injury and Property Damage Insurance:** Insurance against liability for bodily injury and property damage in an amount not less than five hundred thousand and no/100's dollars (\$500,000) per person and one million and no/100's dollars (\$1,000,000.00) per occurrence shall be provided by Lessee.
2. All insurance provided by Lessee as required by this section shall be carried in favor of Lessor and Lessee as their respective interests may appear, and in the case of insurance against damage to the demised premises by fire or other casualty, shall provide that loss, if any, shall be adjusted with and be payable to Lessor. If requested by Lessor, any insurance against fire or other casualty shall provide that loss shall be payable to the holder under a standard mortgage clause. All insurance shall be written with responsible companies, and the policies shall be held by Lessor or, when appropriate, by the holder of any mortgage, in which case copies of the policies or certificates of insurance shall be delivered by Lessee to Lessor. All policies shall require a thirty (30) day notice by registered mail to Lessor of any cancellation or change affecting any interest of Lessor.
3. Lessor shall provide hazard insurance with respect to the building/structure; it being the intention of the parties that Lessee shall insure the interior of the premises and all contents, and Lessor shall insure the exterior and structure of said building. Lessor's policy shall list Lessee as an additional named insured; however, all proceeds of any such insurance shall be payable solely to Lessor.

SECTION FIVE: UNLAWFUL OR DANGEROUS ACTIVITY

Lessee shall neither use nor occupy the demised premises or any part thereof for any unlawful, disreputable or ultra hazardous business purpose nor operate or conduct his business in a manner constituting a nuisance of any kind. Lessee shall immediately, on discovery of any unlawful, disreputable or ultra hazardous use, take action to halt such activity. Lessee hereby acknowledges that the demised premise has not previously been utilized by Lessor.

SECTION SIX: INDEMNITY

Lessee shall indemnify Lessor against all expenses, liabilities and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by Lessee to perform any of the terms or conditions of this lease, (2) any injury or damage happening on or about the demised premises, (3) failure to comply with any law of any governmental authority, or (4) any mechanic's lien or security interest filed against the demised premises or equipment, materials or alterations of buildings or improvements thereon resulting from the acts or omissions of Lessee or his agents.

SECTION SEVEN: COMMON-AREA MAINTENANCE

Lessor shall construct, maintain and operate parking and other common areas and common facilities on the premises. All common areas and other facilities in or about the premises shall be subject to the control and management of Lessor, and Lessor may, at its sole option increase, reduce or change, at any time and from time to time, the number, type, size, location, elevation, nature and use of any common areas or common facilities, make installations therein, move and remove the same, and may erect buildings or other structures, provided the foregoing does not unreasonably interfere with Lessee's means of ingress or egress to or from the demised premises.

"Common facilities and common areas," whether such terms are used individually or collectively, shall mean all areas, space, equipment, signs provided by Lessor for the common or joint use and benefit of the occupants of the entire complex, their employees, agents, customers and other invitees, and shall include, without limitation, parking areas, access roads, driveways, retaining walls, landscaped areas, loading docks, pedestrian malls, courts, stairs, ramps and/or sidewalks, lighting & pest control.

SECTION EIGHT: DEFAULT OR BREACH

Each of the following events shall constitute a default or breach of this lease by Lessee, to-wit:

1. If Lessee, or any successor or assignee of Lessee, while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act or answer or otherwise, or shall make an assignment for the benefit of creditors.
2. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed of all or substantially all of the

property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within ninety (90) days after the institution or appointment.

3. If Lessee shall fail to pay Lessor any rent or additional rent when same shall become due within fifteen (15) days from when said rent or payment becomes due. There shall be a late penalty of five percent (5%) of the rental sum in the event rent is not paid within five (5) days from the date said payment becomes due.
4. If Lessee shall fail to perform or comply with any of the conditions of this lease and if the nonperformance shall continue for a period of ten (10) days after notice thereof by Lessor to Lessee or, if (a) the performance cannot be reasonably had within the ten (10) day period, (b) Lessee shall not in good faith have commenced performance within the (10) day period, or (c) Lessee shall not diligently proceed to completion of performance.
5. If Lessee shall vacate or abandon the demised premises.

SECTION NINE: EFFECT OF DEFAULT

In the event of any default thereunder, as set forth above, the rights of Lessor shall be as follows, to-wit:

1. Lessor shall have the right to cancel and terminate this lease, as well as all of the right, title and interest of Lessee hereunder, by giving to Lessee not less than fifteen (15) days notice of the cancellation and termination. On expiration of the time fixed in the notice, this lease and the right, title and interest of Lessee hereunder, shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.
2. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the demised premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Lessor shall not be deemed to waive or release the default of Lessee or the right of Lessor to take any action as may be otherwise permissible hereunder in the case of any default.
3. Lessor may re-enter the premises immediately and remove the property and personnel of Lessee, and store the property in a public warehouse or at a place selected by Lessor, at the expense of Lessee. After re-entry Lessor may terminate the lease on giving ten (10) days written notice of termination to Lessee. Without the notice, re-entry will not terminate the lease. On termination, Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the premises, and the worth of the balance of this lease.
4. After re-entry, Lessor may relet the premises or any part thereof for any term without terminating this lease, at the rent and on the terms as Lessor may choose. Lessor may make alterations and repairs to the premises. The duties and liabilities of the parties if the premises are relet as provided herein shall be as follows, to-wit:

- a. In addition to Lessee's liability to Lessor for breach of the lease, Lessee shall be liable for all expenses of the reletting, for the alterations and repairs made, and for the difference between the rent received by Lessor under the new lease agreement and the rental installments that are due for the same period under this lease.
- b. Lessor shall have the right, but shall not be required, to apply the rent received from reletting the premises (1) to reduce the indebtedness of Lessee to Lessor under the lease, not including indebtedness for rent, (2) to expenses of the reletting and alterations and repairs made, (3) to rent due under this lease, or (4) to payment of future rent under this lease as it becomes due.

SECTION TEN: DESTRUCTION OF PREMISES

In the event of a partial destruction of the premises during the term from any cause, Lessor shall forthwith repair the same, provided the repairs can be made within one hundred twenty (120) days under the laws and regulations of applicable governmental authorities. Any partial destruction shall neither annul nor void this lease, except that Lessee shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by Lessee in the premises. If the repairs cannot be made in the specified time, Lessor may, at Lessor's option, make repairs within a reasonable time, this lease continuing in full force and effect and the rent to be proportionately rebated as previously set forth in this section. In the event that Lessor does not elect to make repairs that cannot be made in the specified time, or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, this lease may be terminated at the option of either party. Should the building in which the demised premises are situated be destroyed to the extent of not less than fifty percent (50%) of the replacement cost thereof, this lease shall be terminated.

SECTION ELEVEN: SUBORDINATION

This lease and all rights of Lessee hereunder shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter affect the demised premises, or any part thereof, and to any and all renewals, modifications or extensions of any such mortgages. Lessee shall on demand execute, acknowledge and deliver to Lessor, any and all instruments that may be necessary or proper to subordinate this lease and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification or extension, and if Lessee shall fail at any time to execute, acknowledge and deliver any such subordination instrument, Lessor, in addition to any other remedies available in consequence thereof, may execute, acknowledge and deliver the same as Lessee's attorney in fact and in Lessee's name. Lessee hereby irrevocably makes, constitutes and appoints Lessor, its successor and assigns, his attorney in fact for this purpose.

SECTION TWELVE: ACCESS TO PREMISES; SIGNS POSTED BY LESSOR

Lessee shall permit Lessor or its agents to enter the demised premises during normal business hours, or at other times by providing three (3) days written notice, to inspect the premises or make repairs that Lessee may neglect or refuse to make in accordance with the provisions of this lease. At any

time within sixty (60) days prior to expiration of the term, Lessor may show the premises to persons wishing to rent the premises.

Lessee shall be entitled to place a sign on the leased premises in accordance with the design scheme of the entire complex with the consent of Lessor, which said consent shall not be unreasonably withheld.

SECTION THIRTEEN: EASEMENTS, AGREEMENTS OR ENCUMBRANCES

The parties shall be bound by all existing easements, agreements and encumbrances of record relating to the demised premises, and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

SECTION FOURTEEN: QUIET ENJOYMENT

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised premises, free from any eviction or interference by Lessor, if Lessee pays the rent and other charges provided herein and otherwise fully and punctually performs the terms and conditions imposed on Lessee. Notwithstanding same, Lessee agrees to conduct himself and operate his business in such a manner as to not interfere with the business operations of Lessor, Beck Auto Sales, Inc., Beck Nissan, Inc., Oasis Auto Sales, Inc. and any other tenant or occupant of the demised premises. Lessee acknowledges that this covenant is of the utmost importance and that adherence thereto shall be strictly required by Lessor.

SECTION FIFTEEN: LIABILITY OF LESSOR

Lessee shall be in exclusive control and possession of the demised premises and Lessor shall not be liable for any injury or damages to any property or to any person on or about the demised premises nor for any injury or damage to any property of Lessee. The provisions herein permitting Lessor to enter and inspect the demised premises are made to insure that Lessee is in compliance with the terms and conditions hereof and makes repairs that Lessee has failed to make. Lessor shall not be liable to Lessee for any entry on the premises for inspection purposes.

SECTION SIXTEEN: RENT ABATEMENT

No abatement, diminution or reduction of rent shall be claimed or allowed to Lessee or any person claiming under him under any circumstances, whether for inconvenience, discomfort, interruption of business or otherwise, arising from the making of alterations, improvements or repairs to the premises, because of any governmental laws or arising from and during the restoration of the demised premises after the destruction or damage thereof by fire or other cause, with the exception of such specific circumstances and under such terms and conditions as are set forth in Section Ten above.

SECTION SEVENTEEN: WAIVERS

The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that Lessor may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

SECTION EIGHTEEN: NOTICE

All notices to be given with respect to this lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

Every notice shall be deemed to have been given at the time it is deposited in the United States mails in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

SECTION NINETEEN: ASSIGNMENT, MORTGAGE OR SUBLEASE

Neither Lessee nor his successors or assigns shall assign, mortgage, pledge or encumber this lease or sublet the demised premises in whole or in part, or permit the premises to be used or occupied by others, nor shall this lease be assigned or transferred by operation of law, without the prior consent in writing of Lessor in each instance. If this lease is assigned or transferred, or if all or any part of the demised premises is sublet or occupied by anybody other than Lessee, Lessor may, after default by Lessee, collect rent from the assignee, transferee, subtenant, or occupant, and apply the net amount collected to the rent reserved herein, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any agreement or condition hereof, or the acceptance of the assignee, transferee, subtenant or occupant as Lessee. Lessee shall continue to be liable hereunder in accordance with the terms and conditions of this lease and shall not be released from the performance of the terms and conditions hereof. The consent by Lessor to an assignment, mortgage, pledge or transfer shall not be construed to relieve Lessee from obtaining the express written consent of Lessor to any future transfer of interest.

SECTION TWENTY: SURRENDER OF POSSESSION

Lessee shall, on the last day of the term, or on earlier termination and forfeiture of the lease, peaceably and quietly surrender and deliver the demised premises to Lessor free of subtenancies, including all buildings, additions and improvements constructed or placed thereon by Lessee, except moveable trade fixtures, all in good condition and repair. Any trade fixtures or personal property not used in connection with the operation of the demised premises and belonging to Lessee, if not removed at the termination or default, and if Lessor shall so elect, shall be deemed abandoned and become the property of Lessor without any payment or offset therefore. Lessor may remove such fixtures or property from the demised premises and store them at the risk and expense of Lessee if Lessor shall not so elect. Lessee shall repair and restore all damage to the demised premises caused by the removal of equipment, trade fixtures and personal property.

SECTION TWENTY-ONE: REMEDIES OF LESSOR

- a. In the event of a breach or a threatened breach by Lessee of any of the terms or conditions hereof, Lessor shall have the right of injunction to restrain Lessee and the right to invoke any remedy allowed by law or in equity, as if the specific remedies of indemnity or reimbursement were not provided herein.
- b. No receipt or money by Lessor from Lessee, after default or cancellation of this lease in any lawful manner shall (1) reinstate, continue or extend the term or affect any notice given to Lessee, (2) operate as a waiver of the right of Lessor to enforce the payment of rent and additional rent then due or falling due, or (3) operate as a waiver of the right of Lessor to recover possession of the demised premises by proper suit, action, proceeding or other remedy, unless so stated by Lessor in writing. After (1) service of notice of termination and forfeiture as herein provided and the expiration of the time specified therein, (2) the commencement of any suit, action, proceeding, or other remedy, or (3) final order of judgment for possession of the demised premises, Lessor may demand, receive and collect any monies due, without in any manner affecting such notice, order or judgment. Any and all such monies so collected shall be deemed to be payment on account of the use and occupation of the demised premises or at the election of Lessor, on account of the liability of Lessee hereunder.

SECTION TWENTY-TWO: TOTAL AGREEMENT; APPLICABLE TO SUCCESSORS

This lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This lease and the terms and conditions hereof apply to and are binding on the heirs, legal representatives, successors and assigns of both parties.

SECTION TWENTY-THREE: APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION TWENTY-FOUR: TIME OF THE ESSENCE

Time is of the essence in all provisions of this lease.

IN WITNESS WHEREOF, the parties have executed this lease at Palatka, Putnam County, Florida, the day and year first above written.

[Signature]
Witness as to Lessor

Beck/Sloan Properties, Inc.
by [Signature]
Preston B. Sloan, President

[Signature]
Witness as to Lessor

First Coast Workforce Development, Inc.
dba Career Source of Northeast Florida

[Signature]
Witness as to Lessee

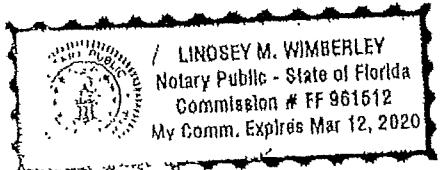
by [Signature]
Bruce Ferguson, Jr. President

[Signature]
Witness as to Lessee

STATE OF FLORIDA
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Preston B. Sloan, President of Beck/Sloan Properties, Inc., to me well known to be the person described in and who executed the foregoing Lease, and he acknowledged before me that he executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Palatka, said County and State, this 5 day of May, 2016.

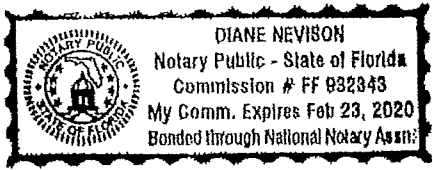


Lindsey M. Wimberley
Notary Public
My commission expires: _____

STATE OF FLORIDA
COUNTY OF CLAY

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, to me well known to be the person described in and who executed the forgoing Lease, and he acknowledged before me that he executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have set my hand and affixed my official seal at CLAY, Florida, said County and State, this 29th day of APRIL, 2016.



Diane Neeson
Notary Public
My commission expires: 2/23/2020

Purchase Order 1389 Modification

To: Bruce Ferguson, Jr.

From: Joel Hickox 

Subject: Change to Purchase Order

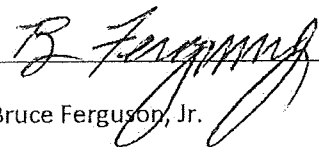
Request to increase Purchase Order Number 1389 assigned to Beck/Sloan Properties for lease space for the CareerSource Center located at 146 Comfort Road in Palatka, Florida for the month of October.

Amount remaining on Purchase order \$ 0.00

Amount of October Payment \$ 6,450.00

Amount added to Purchase order \$ 6,450.00

OK to Increase Purchase Order 1389 by \$ 6,450.00.

 9/5/13
Bruce Ferguson, Jr.