

Shopping Center/Property Code: St. Johns Square II 56-00  
Premises Address/ Space Number: (TDD) Beach Boulevard  
City/State/Zip: Jacksonville, Florida 32246

Lease Date: June 15, 2012

LEASE

This Lease is made as of the date set forth above, between:

St. Johns Square Land Trust

1 Steinman Parkway, Suite 214  
Jacksonville, Florida 32216  
Attn: Lease Administration  
Telephone: 904-731-8806  
Fax Number: 904-731-1252  
Taxpayer ID Number: 83-6081362  
"LANDLORD"

and

First Coast Workforce Development, Inc., a  
Florida not-for-profit corporation d/b/a  
WorkSource  
1845 Town Center Boulevard, Suite 250  
Finning Island, Florida 32003  
Telephone: 904-218-3800

Taxpayer ID Number: 59-9385658  
"TENANT"

In consideration of the rents, covenants, and agreements hereinafter reserved and contained, Landlord demises and leases to Tenant, and Tenant rents from Landlord, those certain Premises identified below.

1. Components of Lease Definitions. The "Lease" shall consist of this Instrument and its attached exhibits and addenda (if any) identified in the Attachment Schedule at the end hereof, all of which must be construed together. As used in this Lease, the following terms shall have the meanings indicated:

(a) "Premises" means that certain store space whose address shall be (TDD) Beach Boulevard hereafter erected or to be erected as part of the Shopping Center also known as St. Johns Square II, located in Jacksonville, Duval County, Florida, which Premises shall be located and configured substantially as shown on the site plan at Exhibit A, and shall contain approximately 8,343 square feet of interior floor area, measured to the outside finished surface of all exterior walls and to the centerline of all interior demising walls.

(b) Dates referred to herein shall have the following meanings:

i. "Effective Date" shall mean the Lease Date as noted above.

ii. "Actual Delivery Date" means the date Landlord substantially completes "Landlord's Work" as described in this Lease, if any, and is ready to tender possession of the Premises to Tenant, although some non-critical parts of Landlord's Work which do not prevent "Tenant's Work" from proceeding may still remain to be completed. If Tenant has not completed the requirements for taking possession by the Actual Delivery Date (including but NOT limited to providing the required insurance certificate or submitting Tenant's plans), such delay by Tenant shall equally delay the physical turnover of the Premises but shall NOT delay the Actual Delivery Date, Commencement Date, or Rent Commencement Date. Subject to delays caused by Force Majeure and delays caused by Tenant, Landlord covenants to complete Landlord's Work and tender possession of the Premises to Tenant no later than one hundred fifty (150) days following the Effective Date (the "Estimated Delivery Date").

iii. "Tenant's Work Period" means thirty (30) days beginning on the Actual Delivery Date.

iv. "Commencement Date" means the earlier of (1) the day after the Tenant's Work Period ends (whether or not Tenant's Work is complete) or (2) the date on which Tenant opens the Premises for business.

v. "Rent Commencement Date" means that date set forth in Exhibit F Rent Rider attached and a part of this Lease.

(c) The "Term" of this Lease consists of the following "Primary Term" and any "Extension Period" which is agreed between the parties and properly exercised in accordance with this Lease: "Primary Term" means five (5) Lease Years (plus the partial calendar month at the end of that term, if applicable), beginning on the Commencement Date described above, and expiring on the date which is 60 months after the Rent Commencement Date set forth in Exhibit F Rent Rider.

(d) "Base Rent". Tenant's annual Base Rent shall be as set forth in Exhibit F Rent Rider attached and a part of this Lease.

Initials: Landlord ATS Tenant BJ

(e) "Permitted Use" means Tenant's use of the Premises for the operation of a non-profit workforce development group offering job creation, retention, counseling, placement, training and related services, and for no other purpose. "Permitted Name" means the trade name or the "doing business as" (d/b/a) name Workforce Florida used by Tenant in its operation of the Premises.

(f) "Prepays" mean the installments to be paid monthly to Landlord by Tenant, along with each payment of Base Rent, to be held by Landlord without interest to Tenant, commingled with Landlord's other funds, and applied to Tenant's share of CAM, Taxes and Insurance as explained below. "First Year Prepays" mean the following annualized amounts per square foot of the Premises (based on an agreed square footage of 8,343 (the "Rental Square Footage") on which the initial Prepays shall be based:

(1) CAM	\$0.77
(2) Taxes	\$1.21
(3) Insurance	\$0.27

(g) "Security Deposit" means the sum of Nine Thousand Six Hundred Eighty-Four and 23/100 Dollars (\$9,684.23) to be paid by Tenant to Landlord upon the execution of this Lease, and to be held by Landlord without interest to Tenant, commingled with other funds of Landlord throughout the Term, and applied at Landlord's discretion to the satisfaction of any delinquent obligations of Tenant hereunder and thereafter immediately replenished by Tenant to the full deposit amount, with the remainder of the Security Deposit, if any, to be returned to Tenant once the Term has ended and all of Tenant's obligations hereunder have been satisfied. In the event that Tenant is not in monetary default, and has not previously been in monetary default under the Lease, as of the end of the second full Lease Year, Landlord shall refund the Security Deposit (or any then remaining balance thereof) to Tenant within thirty (30) days following the end of such second full Lease Year.

(h) "Shopping Center" means the Premises and all of the remaining land and buildings shown and described on Exhibit A, including all improvements now or hereafter constructed thereon belonging to Landlord. Landlord may from time to time convey portions of the Shopping Center to third parties and retain the balance of the Shopping Center in Landlord's own name. In addition, Landlord may from time to time, by written notice to Tenant, add other contiguous land to the Shopping Center, whether such land is to be owned by Landlord or by others. Exhibit A is conceptual only, and may be changed by Landlord at any time to reflect changes in the buildings, parking lots, and other common areas of the Shopping Center.

(i) "Lease Year" means a period of twelve (12) months beginning on the first day of the first full calendar month that occurs during the Term of this Lease, or on an anniversary (hereof) provided, however, that the partial calendar month, if any, that occurs at the beginning of the Primary Term shall be added to the first Lease Year for the calculation of rent and other charges due hereunder.

(j) "Landlord's Work" means that work described in Exhibit B, if any; "Tenant's Work" means everything else that must be done to open the Premises to the public for the Permitted Use, other than the Landlord's Work.

2. Commencement of Term. The Term of this Lease shall begin upon the Commencement Date. Upon the Actual Delivery Date, Tenant shall (a) take possession of the Premises and assume responsibility for all utilities services thereafter furnished to the Premises, (b) diligently perform Tenant's Work, (c) open the Premises to the public as soon as practicable, and (d) thereafter continuously use and operate the Premises for the Permitted Use throughout the Term of this Lease under the Permitted Name. Tenant shall provide Landlord with a copy of all permits for Tenant's Work prior to Tenant's undertaking any work at the Premises, and shall post a copy of such permits in the storefront of the Premises until such time as Tenant's Work has been fully inspected and approved by the applicable authority.

### 3. Length of Term.

(a) Length. The Term of this Lease shall begin on the Commencement Date and shall end at midnight on the last day of the calendar month in which the Primary Term expires, unless this Lease is sooner terminated or properly extended (if applicable) as hereinafter provided.

(b) Recapture. If Tenant fails to open for business, fully fixtured, stocked, and staffed within thirty (30) days following the Commencement Date or at any time after the Commencement Date Tenant ceases its operation of the Permitted Use within the Premises for a period of thirty (30) consecutive days, Landlord may at any time thereafter, but prior to Tenant's recommencing its operation of the Permitted Use within the Premises, terminate this Lease at Landlord's option by notice thereof to Tenant. In which event Tenant and Landlord, unless otherwise expressly provided herein and excepting Tenant's obligations that have accrued prior to such date, shall have no further rights or obligations hereunder. The cessation of Tenant's operation of the Permitted Use shall in no event

In witness whereof, the parties have executed this Lease as of the day and year first above written.

Signed in the presence of

[Signature]  
First Witness

[Signature]  
Second Witness

[Signature]  
First Witness

[Signature]  
Second Witness

Landlord:

St. Johns Square Land Trust

By: [Signature]  
Project Management Support, Inc., a Florida corporation, as Trustee U/I/a dated July 23, 1998

By: [Signature]  
Name: Anthony T. Sletman  
Title: President

Tenant:

First Coast WorkForce Development, Inc., a Florida not-for-profit corporation d/b/a WorkSource

By: [Signature]  
Name: [Signature]  
Title: CEO

Attachment Schedule

- Exhibit A: Site Plan of the Shopping Center
- Exhibit B: Landlord's Work
- Exhibit C: Graphics and Sign Standards
- Exhibit D: Tenant Work
- Exhibit E: Landlord's Work
- Exhibit F: Rent Rider
- Exhibit G: Option Rider
- Addendum: Modifications to Lease

Initials: Landlord [Signature] [Signature]

**BEACH**

YEAR	DATE	TO	MONTHLY BASE	MONTHLY CAM	TOTAL
	7/1/17	10/30/17			9684.83
1	11/1/17	10/30/18	8120.52	2007.64	10128.16
2	11/1/18	10/30/19	8120.52	2007.64	10128.16
3	11/1/19	10/30/20	8120.52	2007.64	10128.16
4	11/1/20	10/30/21	8120.52	2007.64	10128.16
5	11/1/21	10/30/22	8120.52	2007.64	10128.16

7/1/17	10128.16	
8/1/17	10128.16	
9/1/17	10128.16	30384.48
10/1/17	10128.16	
11/1/17	10128.16	
12/1/17	10128.16	
1/1/18	10128.16	
2/1/18	10128.16	
3/1/18	10128.16	
4/1/18	10128.16	
5/1/18	10128.16	
6/1/18	10128.16	

**\$ 121,537.92**

# Purchase Order 1261 Modification

To: Bruce Ferguson, Jr.

From: Joel Hickox *^*

Subject: Change to Purchase Order

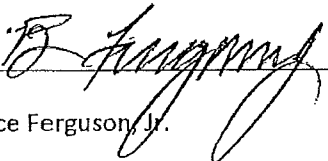
Request to increase Purchase Order Number 1261 assigned to St. Johns Land Trust for office space for the Beach Career Center at 11160 Beach Blvd., Jacksonville, Fl. by \$ 4,974.35

Amount remaining on Purchase order     \$ 26,504.97

Amount of April, May & June Payment     \$ 31,479.32

Amount to be added to Purchase order     \$ 4,974.35

OK to Increase Purchase Order 1261 by \$ 4974.35

  
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Bruce Ferguson, Jr.