



LEASE AGREEMENT

TO OUR VALUED CUSTOMER: This Lease has been written in "Plain English". When we use the words Lessee, you and your in this Lease, we mean you, our customer, which is the Lessee indicated below. When we use the words we, us, and our in this Lease, we mean the Lessor, DEX Imaging, Inc. Our address is 8100 W. Lemon Street, Tampa, FL, 33609

CUSTOMER INFORMATION	Lessee Name	Federal Tax ID#	Approval #
	Tampa Bay Workforce Alliance, Inc.	593655316	
	Billing Street Address/City/County/State/Zip		Lease #
	4902 Eisenhower Blvd., Suite 250 Tampa, FL 33634		Customer #
	Equipment Location (if different from above)	Lessee Phone No.	
	SEE SCHEDULE A	813-397-2064	

SUPPLIER INFORMATION	Supplier Name	("SUPPLIER")	
	DEX Imaging, Inc.		
	Street Address/City/State/Zip	Supplier Phone #	
	11205 Blue Heron Blvd. St. Petersburg, FL 33716	727-570-8868	

EQUIPMENT DESCRIPTION <input type="checkbox"/> (Please see attached schedule for additional equipment)	Quantity	Make/Model	Serial Number
	SEE SCHEDULE A		

END OF LEASE PURCHASE OPTION	Check one applicable box. If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply.		PLUS APPLICABLE TAXES
	<input checked="" type="checkbox"/> Fair Market Value Purchase Option	<input type="checkbox"/> Fixed Price Purchase Option of \$ _____	
	<input type="checkbox"/> Fixed Price Purchase Option of % of the Total Cash Price		

TERM AND PAYMENT SCHEDULE	Initial Lease Term: 63	Lease Payment: \$706.32	PLUS APPLICABLE TAXES
	Additional Provisions:		
	You agree to pay at the time you sign this Lease: A) Total Advance Lease Payment: 0 (Mos.) = \$ 0.00 B) Sales/Use Tax on Advance Lease Payment = \$ 0.00 C) One-time Origination Fee = \$ 75.00 D) Total of A + B + C = \$ 75.00 If more than one Lease Payment is required in advance, the additional amount will be applied at the end of the initial or any renewal term.		

INSURANCE & TAXES	You are required to provide and maintain insurance related to the Equipment, and to pay any property, use, and other taxes related to this Lease or the Equipment. (See Sections 4 and 6 on page 2 of this Lease.) If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.
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TERMS AND CONDITIONS	BY SIGNING THIS LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE PAGE 1 (THE FRONT) AND PAGE 2 (THE BACK) OF THIS LEASE, (ii) YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iii) YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES, (iv) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO (v) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE, AND (vi) THIS LEASE IS THE ENTIRE AGREEMENT BETWEEN US, AND CANNOT BE MODIFIED EXCEPT BY ANOTHER SIGNED DOCUMENT BY US. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, OR SETOFF FOR ANY REASON WHATSOEVER. IF THIS LEASE IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS LEASE WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.
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DEX Imaging, Inc.

Lessee

X

Authorized Signature

Jamison Dunn Lammiman

Print Name & Title

11.28.18

Date

Tampa Bay Workforce Alliance, Inc.

Lessee

X

Authorized Signature

Julie H. Brown Interim Executive Director

Print Name & Title

Date

11/31/18

PERSONAL GUARANTY

THIS PERSONAL GUARANTY CREATES SPECIFIC LEGAL OBLIGATIONS. When we use the words you and your in this Personal Guaranty, we mean the Personal Guarantor(s) indicated below. When we use the words we, us and our in this Personal Guaranty, we mean DEX Imaging, Inc., the Lessor identified in the Lease. In consideration of our entering into the lease agreement identified above ("Lease"), you unconditionally and irrevocably guarantee to us, our successors and assigns the prompt payment and performance of all obligations of the Customer identified above ("Lessee") under the Lease. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against the Lessee or against the equipment covered by the Lease. You waive all defenses and notices, including those of protest, presentment and demand. You agree that we can renew, extend or otherwise modify the terms of the Lease and you will be bound by such changes. If the Lessee defaults under the Lease, you will immediately perform all obligations of the Lessee under the Lease, including, but not limited to, paying all amounts due under the Lease. You will pay to us all expenses (including attorneys' fees) incurred by us in enforcing our rights against you or the Lessee. This is a continuing guaranty which will not be discharged or affected by your death and will bind your heirs and personal representatives. You waive any rights to seek repayment from the Lessee in the event you must pay us. If more than one personal guarantor has signed this Personal Guaranty, each of you agrees that your liability is joint and several. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit, and make other credit inquiries that we determine are necessary. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms herein. THE UNDERSIGNED CONSENTS TO PERSONAL JURISDICTION, VENUE, CHOICE OF LAW AND JURY TRIAL WAIVER AS STATED IN THE LEASE AND AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED BY THE LESSOR RELATED TO THIS GUARANTY AND THE LEASE.

X

Personal Guarantor (no title)

Print Name

Date

Home Street Address/City/State/Zip

Phone Number

X

Personal Guarantor (no title)

Print Name

Date

Home Street Address/City/State/Zip

Phone Number



(LEASE) SCHEDULE A

Tampa Bay Workforce Alliance, Inc.
4902 Eisenhower Blvd. , Suite 250
Tampa, FL 33634

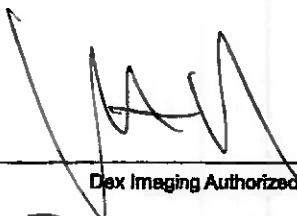
Application # _____

Customer # _____

EQUIPMENT

Quantity	Make/Model	Location
1	Kyocera TASKalfa 6002i B/W	2605 43rd Street Tampa, FL 33605
1	Kyocera TASKalfa 6002i B/W	307 North Michigan Avenue Plant City, FL 33563
1	Kyocera TASKalfa 6052ci Color	4902 Eisenhower Blvd., Suite 250 Tampa, FL 33634

By Lessor:
DEX Imaging, Inc.

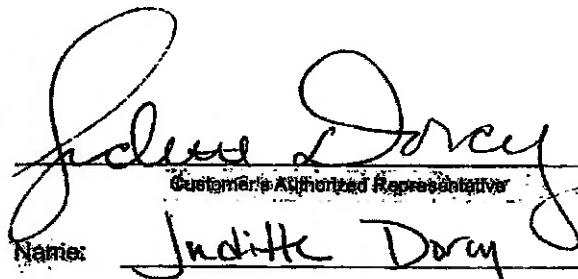


Dex Imaging Authorized Representative

Name: Jonathan Bann

Date: 11.28.18

By Lessee:
Tampa Bay Workforce Alliance, Inc.



Customer's Authorized Representative

Name: Judith Darcy

Date: 11/13/18



LEASE AGREEMENT

TO OUR VALUED CUSTOMER: This Lease has been written in "Plain English". When we use the words Lessee, you and your in this Lease, we mean you, our customer, which is the Lessee indicated below. When we use the words we, us, and our in this Lease, we mean the Lessor, DEX Imaging, Inc. Our address is 6109 W. Lemon Street, Tampa, FL, 33609

CUSTOMER INFORMATION	Lessee Name	Federal Tax ID#	Approval #
	Tampa Bay Workforce Alliance, Inc.	593655316	
	Billing Street Address/City/County/State/Zip		Lease #
	4902 Eisenhower Blvd., Suite 250 Tampa, FL 33634		
	Equipment Location (if different from above)	Lessee Phone No.	Customer #
	9215 N. Florida Avenue, Suite 101 Tampa, FL 33612	813-397-2022	
SUPPLIER INFORMATION	Supplier Name	("SUPPLIER")	
	DEX Imaging, Inc.		
	Street Address/City/State/Zip	Supplier Phone #	
	11205 Blue Heron Blvd. St. Petersburg, FL 33716	727-570-8868	

EQUIPMENT DESCRIPTION	Quantity	Make/Model	Serial Number
<input type="checkbox"/> (Please see attached schedule for additional equipment)	1	Kyocera TASKalfa 6052ci Color	
	1	Kyocera TASKalfa 6002i B/W	
	1	Kyocera TASKalfa 6002i B/W	

END OF LEASE PURCHASE OPTION	Check one applicable box. If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply.		PLUS APPLICABLE TAXES
	<input checked="" type="checkbox"/> Fair Market Value Purchase Option	<input type="checkbox"/> Fixed Price Purchase Option of \$ _____	
TERM AND PAYMENT SCHEDULE	Initial Lease Term: 55	Lease Payment: \$891.36	PLUS APPLICABLE TAXES
	Additional Provisions:		
	You agree to pay at the time you sign this Lease: A) Total Advance Lease Payment: 0 (Mos.) = \$ 0.00 B) Sales/Use Tax on Advance Lease Payment = \$ 0.00 C) One-time Origination Fee = \$ 75.00 D) Total of A + B + C = \$ 75.00 If more than one Lease Payment is required in advance, the additional amount will be applied at the end of the initial or any renewal term.		

INSURANCE & TAXES You are required to provide and maintain insurance related to the Equipment, and to pay any property, use, and other taxes related to this Lease or the Equipment. (See Sections 4 and 6 on page 2 of this Lease.) If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.

TERMS AND CONDITIONS BY SIGNING THIS LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE PAGE 1 (THE FRONT) AND PAGE 2 (THE BACK) OF THIS LEASE, (ii) YOU AGREE THAT THIS LEASE IS A NET LEASE THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iii) YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES, (iv) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO, (v) YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE, AND (vi) THIS LEASE IS THE ENTIRE AGREEMENT BETWEEN US, AND CANNOT BE MODIFIED EXCEPT BY ANOTHER SIGNED DOCUMENT BY US. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION, OR SETOFF FOR ANY REASON WHATSOEVER. IF THIS LEASE IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS LEASE WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAWS OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

DEX Imaging, Inc. Lessor	Tampa Bay Workforce Alliance, Inc. Lessee
X	X
Authorized Signature J. H. Bann	Authorized Signature Dustin Dorey
Print Name & Title	Print Name & Title

PERSONAL GUARANTY

THIS PERSONAL GUARANTY CREATES SPECIFIC LEGAL OBLIGATIONS. When we use the words you and your in this Personal Guaranty, we mean the Personal Guarantor(s) indicated below. When we use the words we, us and our in this Personal Guaranty, we mean DEX Imaging, Inc., the Lessor identified in the Lease. In consideration of our entering into the lease agreement identified above ("Lease"), you unconditionally and irrevocably guarantee to us, our successors and assigns the prompt payment and performance of all obligations of the Customer identified above ("Lessee") under the Lease. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against the Lessee or against the equipment covered by the Lease. You waive all defenses and notices, including those of protest, presentment and demand. You agree that we can renew, extend or otherwise modify the terms of the Lease and you will be bound by such changes. If the Lessee defaults under the Lease, you will immediately perform all obligations of the Lessee under the Lease, including, but not limited to, paying all amounts due under the Lease. You will pay to us all expenses (including attorneys' fees) incurred by us in enforcing our rights against you or the Lessee. This is a continuing guaranty which will not be discharged or affected by your death and will bind your heirs and personal representatives. You waive any rights to seek repayment from the Lessee in the event you must pay us. If more than one personal guarantor has signed this Personal Guaranty, each of you agrees that your liability is joint and several. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit, and make other credit inquiries that we determine are necessary. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms herein. THE UNDERSIGNED CONSENTS TO PERSONAL JURISDICTION, VENUE, CHOICE OF LAW AND JURY TRIAL WAIVER AS STATED IN THE LEASE AND AGREES TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, INCURRED BY THE LESSOR RELATED TO THIS GUARANTY AND THE LEASE.

X	X
Personal Guarantor (no title)	Personal Guarantor (no title)
Print Name	Print Name
Date	Date
Home Street Address/City/State/Zip	Home Street Address/City/State/Zip
Phone Number	Phone Number

1. **LEASE; DELIVERY AND ACCEPTANCE.** You agree to lease the equipment described on page 1 of this lease agreement, and as modified by supplements to this Master Agreement, (collectively "Equipment") on the terms and conditions shown on page 1 and page 2 of this lease ("Lease"). You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. This Lease will begin on the date when the Equipment is delivered to you. The Equipment will be deemed irrevocably accepted by you upon the earlier of: (a) the delivery to you of a signed Delivery and Acceptance Certificate (if requested by us); or (b) 10 days after delivery of the Equipment to you if you previously have not given written notice to us of your non-acceptance. This Lease will be binding on the parties only if DEX Imaging, Inc. or its assignee accepts it, as evidenced only by the signature of an authorized representative of DEX Imaging, Inc. or its assignee. In the event of non-acceptance, and if the deposit payment, if any, shown on the face of this Lease; (i) a signed delivery and acceptance certificate and all other documentation and (ii) our credit evaluation of you is satisfactory. In the event of non-acceptance, the first Lease Payment is due on or before the date the Equipment is delivered to you. If the Equipment has been accepted by you in accordance with this Section 1, the payments will be due on the day of each subsequent month (or such other time period stated on page 1 of this Lease) applied by us. You will make all payments required under this Lease to us at such address as we may specify in writing. You authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment, including all trade-ins and buyouts, by the manufacturer/supplier. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge not to exceed 7% of each late payment (or such lesser rate as the maximum rate allowable under applicable law). Lease payments are due whether or not you are involved. If, for any reason, your check is returned to us for non-payment, you will pay us a bad check charge of \$30, or if less, the maximum charge allowed by law.

2. **NO WARRANTIES.** We are leasing the Equipment and any software to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, IF THE SUPPLIER SPECIFIED WITHIN THE SUPPLIER INFORMATION ON PAGE 1 IS AN ENTITY OTHER THAN DEX IMAGING, INC. WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Lease any warranties made by the manufacturer or Supplier under a Supply Contract. Notwithstanding any other terms and conditions of the Lease, you agree that as to any software: (a) we have not sold, do not have, nor will we have any title to such software; (b) you have executed or will execute a separate software license agreement and we are not a party to and have no responsibilities whatsoever in regards to such license agreement; (c) you have selected such software and we make NO WARRANTIES OF MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION OR FITNESS FOR USE AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR THE FUNCTION OF DEFECTIVE NATURE OF SUCH SOFTWARE SYSTEMS INTEGRATION, OR OTHERWISE IN REGARDS TO SUCH SOFTWARE.

3. **EQUIPMENT LOCATION; USE AND REPAIR; RETURN.** You will keep and use the Equipment only at the Equipment Location shown on page 1 of this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless you purchase the Equipment in accordance with a purchase option granted to you on the first page of this Lease, within 45 days of the expiration of this Lease, you will immediately deliver the Equipment to us in good condition and repair, except for ordinary wear and tear, to any place in the United States that we tell you, and upon our request, you will provide us with a certification from the manufacturer or its authorized representative as to the Equipment's condition. You are solely responsible for protecting and removing any confidential language shown on the Equipment prior to its return to us for any reason. You will pay for all expenses of disassembling, crating and shipping, and you will insure the Equipment for its full replacement value during shipping.

4. **TAXES AND FEES.** You are responsible for all taxes (including, without limitation, sales, use and personal property taxes), and excluding any taxes based on the assessments, license and registration fees and other governmental charges relating to this Lease or the Equipment (collectively, with such taxes, "Governmental Charges"). You agree to promptly pay us, on demand, estimated future Governmental Charges. You authorize us to pay any Governmental Charges as they become due, and you agree to reimburse us promptly upon demand for the full amount (less any estimated amounts previously paid by you). You agree to pay us a fee for preparing and filing personal property tax returns. If the purchase option shown on page 1 of this Lease is \$1.00, you agree to file any required personal property tax returns, unless directed otherwise by Lessor. You also agree to pay us upon demand (i) for all costs of filing, amending and releasing UCC financing statements; and (ii) an origination fee of \$75.00 (or as otherwise agreed) to cover our investigation, documentation and other administrative costs in originating this Lease. You also agree to pay us a fee, in accordance with our current fee schedule, which may change from time to time, for additional services we may provide to you at your request during this Lease. You agree that the fees and other charges due under this Lease may include a profit.

5. **LOSS OR DAMAGE.** As between you and us, you are responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification; or (b) pay us the amounts specified in Section 9(b) below.

6. **INSURANCE/COLLATERAL PROTECTION.** You agree (a) to keep the Equipment fully insured through a carrier acceptable to us against loss in an amount not less than the original cost of the Equipment with us named as lender's loss payee; (b) to maintain comprehensive public liability insurance acceptable to us, naming us as additional insured; (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the commencement of this Lease and thereafter upon our written request; (d) if you fail to obtain and maintain properly loss insurance satisfactory to us and/or you fail to provide proof of such insurance to us within thirty (30) days of the commencement of the Lease, we have the option, but not the obligation, to do as provided in either (a) or (b) as follows, as determined in Our discretion: (i) We may secure property loss insurance on the Equipment from a carrier of our choosing in such form and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interest may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and may result in a profit to us through an investment in reinsurance. Any insurance proceeds received will be applied, at our option, (i) to repair, restore or replace the Equipment; or (ii) to pay us the remaining balance of the Lease plus our estimated residual value, both discounted at 6% per year, provided we elect to apply this subsection (e) or (f). We may charge you an insurance fee and/or a monthly property damage surcharge of up to .0035 of the equipment cost as a result of our credit risk, administrative, and other costs, as would be further described in a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.

7. **TITLE; RECORDING.** You will keep the Equipment free of all liens and encumbrances. Unless the purchase option shown on page 1 of this Lease is \$1.00, you agree that: (a) we are the owner of and will hold title to the Equipment; and (b) this Lease is a true lease. However, if this transaction is deemed to be a lease intended for security, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds) to secure all amounts owing under this lease with us. You will deliver to us any signed documents we request to protect our interest in the equipment. YOU AUTHORIZE US TO FILE A COPY OF THIS LEASE AS A FINANCING STATEMENT AND FILE AT ANY TIME, FINANCING STATEMENTS COVERING THE EQUIPMENT. YOU HEREBY RATIFY AND AUTHORIZE ANY SUCH FILINGS WE MAY MAKE BEFORE YOU SIGN THIS LEASE. YOU ALSO AGREE TO PAY US ANY FEES ASSOCIATED WITH SUCH FILINGS AND AGREE THAT THOSE FEES MAY INCLUDE A PROFIT.

8. **DEFAULT.** Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date; (b) you do not perform any of your other obligations under this Lease or any other agreement with us or with any of our affiliates; (c) you become insolvent, you dissolve, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation or you permit a transfer of a substantial portion of your ownership interest; (e) any guarantor of this Lease dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) of this Section 8; (f) there has been a material adverse change in your or any guarantor's financial, business, or operating condition;

(g) you fail to perform in accordance with the covenants, terms and conditions of any material agreement with any other lender; (h) you make or have made any false statements or misrepresentations to us.

9. **REMEDIES.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease and any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, AS COMPENSATION FOR LOSS OF OUR BARGAIN AND NOT AS A PENALTY, the sum of (i) all past due and current Lease Payments and Lease Charges, (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at a rate of 6% per annum (or the lowest rate permitted by law, whichever is higher), and (iii) the Fair Market Value of the Equipment, (c) require you to immediately stop using all licensed software and return all of the Equipment or take possession of the Equipment, in which case you shall be responsible for any damage to the Equipment other than ordinary wear and tear as determined in our sole discretion and in which case we shall not be responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds resulting from the sale and administrative expenses, to the amounts due hereunder; (d) charge you interest on all less than amounts due to us from the due date until paid at the rate of 12% per annum, but in no event more than the lawful maximum rate; (e) charge you for the expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, reasonable attorneys' fees and court costs. "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition as estimated by us. These remedies are cumulative and are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or return right. You will remain responsible for the remaining balance after such application.

10. **FINANCE LEASE STATUS.** The parties intend this to be a "finance lease" under Article 2A of the Uniform Commercial Code ("UCC"). You waive all rights and remedies conferred upon a lessee by Article 2A of the UCC (508-522).

11. **ASSIGNMENT; YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE.** We may, without notifying you, sell, assign, or transfer this Lease and our rights in the Equipment. You agree that the assignee will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the assignee will not be subject to any claim, defense or set-off that you may have against us.

12. **PURCHASE OPTION; AUTOMATIC RENEWAL.** If no Default exists under this Lease, you will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on page 1 of this Lease, plus any applicable taxes. Unless the Purchase Option price is \$1.00, you must give us at least 90 days, but not more than 150 days, written notice before the end of the initial lease term, or any renewal term, that you will purchase the Equipment or that you will return the Equipment to us. If you do not give us such written notice or if you do not purchase or return the Equipment in accordance with the terms of this Lease, this Lease will automatically renew for one ninety (90) day period, followed by successive months to month renewal terms. During such renewal term(s) the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term. If the Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's fair market value (in use and in place) and you do not agree with our determination of the Equipment's fair market value, the fair market value (in use and in place) will be determined at your expense by an independent appraiser selected by us. Upon payment of the Purchase Option price, we shall transfer our interest in the Equipment to you "AS-IS, WHERE-IS" without any representation or warranty whatsoever and this Lease will terminate.

13. **INDEMNIFICATION.** You are responsible for all losses, damage, claims, infringement claims, injuries, and attorneys' fees and costs ("Claims"), incurred or asserted by any person or entity, in any manner relating to the Equipment, including its use, condition, or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease, for acts or omissions which occurred during the term of this Lease. You also agree that this Lease has been entered into on the assumption that we may be entitled to certain tax benefits available to the owner of the Equipment. In the case of an FMV Lease or a 10% Lease, you agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with such assumption of this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

14. **CREDIT INFORMATION.** YOU AUTHORIZE US OR ANY OF OUR AFFILIATES, AGENTS, ASSIGNEES, POTENTIAL PURCHASERS, OR INVESTORS TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE NECESSARY. ON YOUR WRITTEN REQUEST, WE WILL INFORM YOU WHETHER WE HAVE REQUESTED A CONSUMER CREDIT REPORT AND THE NAME AND ADDRESS OF ANY CONSUMER CREDIT REPORTING AGENCY THAT FURNISHED A REPORT. YOU ACKNOWLEDGE THAT WITHOUT FURTHER NOTICE WE MAY USE OR REQUEST ADDITIONAL CREDIT BUREAU REPORTS TO UPDATE OUR INFORMATION SO LONG AS YOUR OBLIGATIONS TO US ARE OUTSTANDING.

15. **EXECUTION AND DELIVERY.** This lease and other related documents (each a "document") may be executed in counterparts (manually or by electronic means) by either party and, when transmitted to us by fax or other electronic means, shall be binding on you for all purposes as if originally signed. No document is binding on us until we sign it. When a copy of each document containing your original, facsimile or electronic signature is manually or electronically signed by us and in our possession, then such copy shall constitute the original document for all purposes and shall constitute the sole "chattel paper" as that term is defined in the UCC. If you sign or transmit any document to us electronically, you shall provide the counterpart of such document containing your original manual signature to us at our request. You agree not to raise as a defense to the enforcement of any document that was executed by electronic means by either party or transmitted to us by fax or other electronic means. If you elect to sign and transmit a Lease by fax or other electronic means, you waive notice of our acceptance of this lease and receipt of a copy of the originally signed lease.

16. **FINANCIAL INFORMATION.** Within 30 days after our request you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and full performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end; and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, at reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, such financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

17. **PATRIOT ACT.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means to you: When you open an account, we will ask you for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.


18. **MISCELLANEOUS.** You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it and upon the satisfaction of all the other conditions set forth in Section 1. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on page 1 of this Lease (or to any other address specified by that party in writing) with postage prepaid. All of our rights and remedies will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. If more than one Lessee has signed this Lease, each of you agrees that your liability is joint and several. This Lease supersedes any purchase orders that relate to this transaction.



DELIVERY & ACCEPTANCE CERTIFICATE

By signing this Certificate, you, the Customer identified below, agree:

- A. That all equipment described in the lease or rental agreement identified below ("Equipment") has been delivered, inspected, and installed and is unconditionally and irrevocably accepted by you as satisfactory for all purposes of the lease or rental agreement; and
- B. That we, DEX imaging, inc., are authorized to purchase the Equipment and start billing you under the lease or rental agreement.

ACCEPTANCE	
Lease Number:	Customer Number:
Lessee Name: Tampa Bay Workforce Alliance, Inc.	
Authorized Signature: X 	
Printed Name: Jeanette Lugo	
Title: Finance Director	Date: 3-14-18

ACCOUNT SETUP	
Email address for invoices: russellm@careersourceatampabay.com	
Fax number for invoices:	Send invoices to attn. of: Mai Russell
Accounts Receivable Phone # 813-397-2022	
Email address for meters:	