

**LEASE**

**by and between**

**B&L INVESTMENTS INTERSTATE LLC,**

**as Landlord**

**and**

**TAMPA BAY WORKFORCE ALLIANCE, INC.,**

**doing business as CareerSource Tampa Bay,**

**as Tenant**

## LEASE

THIS AGREEMENT OF LEASE made as of this 21<sup>st</sup> day of December 2020 (hereinafter referred to as the "**Lease**"), between B&L INVESTMENTS INTERSTATE LLC, a Florida limited liability company (hereinafter referred to as "**Landlord**") and TAMPA BAY WORKFORCE ALLIANCE, INC., a Florida not for profit corporation (hereinafter referred to as "**Tenant**").

### WITNESSETH:

Landlord hereby agrees to lease to Tenant and Tenant hereby agrees to lease from Landlord the premises (hereinafter referred to as the "**Premises**") designated on the plan attached hereto as Exhibit A and made a part hereof and described on Exhibit B attached hereto and made a part hereof in the building (hereinafter referred to as the "**Building**") located at 6302 East Dr. Martin Luther King, Jr. Boulevard, Tampa, Florida, and more particularly described in Exhibit A-1 attached hereto and made a part hereof (hereinafter referred to as the "**Land**"), subject to the covenants, terms, provisions and conditions of this Lease.

In consideration thereof, Landlord and Tenant covenant and agree as follows:

#### 1. DEFINITIONS.

As used in this Lease, the terms:

A. "**Calendar Year**" shall mean any twelve calendar month period commencing on January 1 and ending on December 31, which contains any part of the Term of this Lease.

B. "**Lease Year**" shall mean each successive twelve (12) calendar month period commencing with the Commencement Date; provided, however, that if the Commencement Date falls on a day other than the first day of a calendar month, the first Lease Year shall include the partial calendar month during which the Commencement Date occurs and the immediately following twelve (12) calendar month period.

C. "**Normal Business Hours**" shall mean 8:00 A.M. to 6:00 P.M. Monday through Friday, 9:00 A.M. to 1:00 P.M. on Saturday, excluding all national, state and local holidays.

D. "**Tenant's Proportionate Share**" shall be the percentage set forth on Exhibit B attached hereto, which percentage has been conclusively agreed upon by the parties notwithstanding actual measurements.

E. "**Taxes**" shall mean all real estate taxes and assessments, special or otherwise, imposed, levied or assessed upon or with respect to the Land or Building. Should the State of Florida, or any political subdivision thereof, or any other governmental authority having jurisdiction over the Land or the Building, (1) impose a tax, assessment, charge or fee (or increase in the then existing tax, assessment, charge or fee) which Landlord shall be required to pay, or (2) impose an income or franchise tax or a tax on rents in substitution, in whole or in part,

for such real estate taxes or in lieu of any increase in such taxes, such taxes, assessments, fees, charges, income, franchise or rent tax shall be deemed to constitute Taxes hereunder. Taxes shall be calculated and determined without regard to any abatements, credits, incentives or similar items which may from time to time be applicable to, or be received in connection with, the status of (or contribution or benefit made by or given to) a particular tenant (or tenants) located at all, or any part, of the Land and/or the Building. Except as provided above, Taxes shall not include any inheritance, estate, succession, transfer, gift, franchise, net income or capital stock tax. In determining the amount of Taxes for any year, the amount of special assessments to be included shall be equal to the greater of either the amount actually paid or the amount of the installment (plus any interest payable thereon) of such special assessment which would have been required to have been paid during such year if the Landlord had elected to have such special assessment paid over the maximum period of time permitted by law. Except as provided in the preceding two sentences, all references to Taxes "for" a particular year shall be deemed to refer to Taxes levied, assessed or otherwise imposed for such year without regard to when such taxes are payable.

F. **"Tax Year"** shall mean any period designated by the applicable taxing authorities for the imposition of Taxes which contains any part of the Term of this Lease.

G. **"Rentable Area"** shall mean, and be deemed to equal, the rentable square feet shown on Exhibit B attached hereto.

H. **"Common Areas"** (as initially constructed, or as the same may be enlarged, reduced or constructed at any time thereafter, all in Landlord's sole discretion) shall mean all areas, space, facilities, equipment, signs and special services from time to time made available by Landlord for the common and joint use and benefit of Landlord, Tenant and/or other tenants and occupants of the Building, and their respective employees, agents, permitted subtenants, licensees, customers and invitees, whether on the property of the Building or the Land.

I. **"Operating Expenses"** shall mean the total cost and expense of whatever kind or nature incurred in operating, managing, securing, insuring, maintaining, cleaning, equipping, repairing, modifying, improving and replacing the Common Areas and the Building, and all improvements, portions and components thereof, including without limitation, all personal property taxes and other charges incurred in connection with any of the foregoing; the cost of all utilities (to the extent Landlord is not otherwise reimbursed directly for such service from another tenant(s)); the cost of personnel, whether full or part time, to implement all or any of the foregoing, whether on-site or off site, including, without limitation, management and administrative employees and security and maintenance personnel for the Common Areas; audit and other professional fees incurred in connection with the foregoing; general and administrative costs; all applicable overhead and management fees and costs; depreciation of all depreciable items included in the Common Areas and the Building; and capital expenditures (whether for capital improvements, equipment or devices) (i) incurred by Landlord in order to comply with any laws, rules, regulations or requirements of any governmental or quasi-governmental authority having jurisdiction, regardless of when enacted, and/or (ii) that under generally applied real estate practice(s) are expensed or regarded as deferred expenses (i.e., it being understood that Landlord may expense an item if it would be less expensive to replace such item than to

repair it), and/or (iii) that replace a service Landlord provides hereunder or improve the operating efficiency of the Building and, in either case, results in a reduction or replacement of Operating Expenses that would otherwise have been incurred in a year for which the Operating Expenses are being calculated (if a capital item falls, or may fall, under item (i), (ii) and/or (iii) above, Landlord's determination as to how to apply such expense shall be binding upon the parties). All of such capital expenditures shall be amortized on a straight-line basis at an interest rate of three percent (3%) above the "prime rate" announced by Citibank, N.A. in New York, New York (or, if not available, then another comparable institution chosen by Landlord) over the useful life of such improvement in accordance with generally accepted accounting principles consistently applied ("GAAP"), with only the amortized cost attributable to each Calendar Year being included as Operating Expenses for such Calendar Year. Landlord may cause any or all of said services to be provided by a contractor or contractors, whether or not affiliated with Landlord, the cost of which shall be included in Operating Expenses. The referencing of any items above shall not, however, ever be deemed to mean that any such items are, or will be, actually provided to, or are available at, the Building (with Landlord, in its sole and absolute discretion, reserving whether or not to provide any such service or item). In determining the amount of the Operating Expense Base and the Operating Expenses for any calendar year, (i) if less than ninety five percent (95%) of the Building shall have been occupied by tenants and fully used by them, Operating Expenses shall be increased to an amount equal to the like operating expenses which would normally be expected to be incurred had such occupancy been ninety-five percent (95%) and had such full utilization been made during the entire period, or (ii) if Landlord is not furnishing particular work or services (the cost of which if performed by Landlord would constitute an Operating Expense) to a tenant who has undertaken to perform such work or service in lieu of the performance thereof by Landlord, Operating Expenses shall be deemed to be increased by an amount equal to the additional expense which would reasonably have been incurred during such period by Landlord had Landlord furnished such work or service to such tenant.

2. TERM.

The term of this Lease (the “**Term**”) shall be for the period stated in Exhibit B attached hereto, commencing on the Commencement Date as established by Exhibit B and ending at noon on the last day of the month in which the Termination Date as established by Exhibit B occurs, unless sooner terminated or extended as provided herein or pursuant to law. If Landlord is unable to give possession of the Premises on the Commencement Date because of the holding-over or retention of possession of any tenant, undertenant or occupants, or for any other reason, Landlord shall not be subject to any liability for failure to give possession on said date and the validity of this Lease shall not be impaired under such circumstances, nor shall the same be construed in any way to extend the Term of this Lease, but the Rent payable hereunder shall be abated (provided Tenant is not responsible for the inability to obtain possession) until after Landlord shall have given Tenant written notice that Landlord is able to deliver possession in the condition required by this Lease. If permission is given to Tenant to enter into the possession of the Premises or to occupy premises other than the Premises prior to the Commencement Date (with Tenant acknowledging that it may not occupy the Premises until it receives Landlord's consent), Tenant covenants and agrees that such possession and/or occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this Lease except the obligation to pay the Rent set forth herein.

3. BASE RENT.

Tenant shall pay to Landlord at the office of Landlord set forth on Exhibit B attached hereto, or at such other place as Landlord may from time to time designate in writing, the annual sum stated in Exhibit B attached hereto (such annual sum being hereinafter referred to as “**Base Rent**”) in equal monthly installments, each in advance on or before the first (1st) day of each and every calendar month during the Term, without notice, demand, offset or deduction whatsoever. If the Term commences other than on the first (1st) day of a calendar month or ends other than on the last day of the calendar month, the Base Rent for such month shall be prorated (with payment for the fractional month at the start of the Term being due together with the Prepaid Base Rent as defined in Exhibit B attached hereto). With the execution of this Lease, Tenant hereby delivers to Landlord the Prepaid Base Rent to be held by Landlord and applied towards the first installment of Base Rent payable under this Lease (except as otherwise provided in Exhibit B). If any payment or installment of Rent (as defined below) shall not be received by Landlord within five (5) days of the date due then, in addition to all other rights and remedies to which Landlord is entitled, Tenant shall also be responsible for and shall immediately pay Landlord, as Additional Rent, a service charge equal to the greater of (i) a sum equal to five percent (5%) of the amount which is past due or (ii) One Hundred Dollars (\$100.00), for the administrative expenses Landlord incurs as a result of the late payment. Tenant shall pay to Landlord any and all sales tax, use tax, tax on rentals, and any other governmental charges, taxes and/or impositions now in existence or hereafter imposed based upon the privilege of renting the Premises and/or upon the amount of Rent or other consideration paid by Tenant hereunder, said taxes, assessments and impositions to be remitted together with the payment of Rent or other consideration to which they pertain. Tenant shall also be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the Term against any occupancy interest or personal property of any kind, owned by or placed in, upon or about the Premises by Tenant.

Notwithstanding anything to the contrary contained herein, Tenant represents to Landlord that Tenant is currently exempt from paying all sales and use taxes in the State of Florida. As part of the Lease execution, Tenant will provide Landlord with a copy of its current Florida Sales Tax Exemption Certificate. If there is a change in the Tenant's tax exemption status, Tenant shall immediately notify Landlord and begin paying applicable sales taxes on all Rent paid and payable hereunder from and after the date Tenant lost its exemption. From and after the date Tenant loses its exemption, Tenant agrees to pay to Landlord on the first day of each calendar month (and together with each such payment) a sum equal to any sales tax, use tax, tax on rentals, and any other governmental charges, taxes and/or impositions now in existence or hereafter imposed based upon the privilege of renting the Premises and/or upon the amount of Rent collected therefor.

4. ADDITIONAL RENT.

In addition to paying the Base Rent specified in Section 3 hereof, Tenant shall pay as additional rent the amounts described in this Section 4 and all other amounts due Landlord under this Lease (collectively, the "**Additional Rent**"). The Base Rent and Additional Rent are sometimes hereinafter collectively referred to as the "**Rent**."

A. Taxes. Beginning with the expiration of the Tax Base Period (as defined below) and continuing throughout the remainder of the Term, Tenant shall pay to Landlord, as Additional Rent, an amount (the "**Tax Amount**") equal to Tenant's Proportionate Share of the Taxes for each Tax Year in excess of the Taxes (the "**Tax Base**") for the calendar year identified on Exhibit B attached hereto (the "**Tax Base Period**"). In addition, if the day following the expiration of the Tax Base Period is not the first day of the first whole Tax Year occurring during the Term, then (without otherwise affecting the Tax Amount payable during such first Tax Year) the Tax Amount payable by Tenant for such period occurring until the start of such first Tax Year shall be an additional amount equal to the Tax Amount due during such first Tax Year prorated (to account for such partial period) on the basis by which the number of days actually occurring during such partial period until the start of such first Tax Year bears to 365. Likewise, if this Lease expires or is terminated on a day other than the last day of a Tax Year, then the Tax Amount payable by Tenant during the year in which this Lease expires or is terminated shall also be prorated (to account for such partial period) on the basis by which the number of days of the Term (including the date on which this Lease expires or is terminated) falling within such Tax Year bears to 365. The Tax Amount for each Tax Year (or partial period, as discussed above) shall be paid in monthly installments during such Tax Year (or partial period, as discussed above) on the first day of every month, in advance, or as may otherwise be directed by Landlord, without notice, demand, offset or abatement, as indicated below. The amount of the monthly installments shall be estimated and adjusted from time to time by Landlord by written notice to Tenant. Upon receipt by Landlord of bills for Taxes for a Tax Year, Landlord shall furnish Tenant with a written statement of the total estimated installments paid by Tenant for such Tax Year and the actual Tax Amount for such Tax Year (the "**Reconciliation Tax Notice**"). Tenant shall pay any deficiency as shown on such statement to Landlord within fifteen (15) days after delivery of such statement. Any excess payment by Tenant shown on such statement shall be credited against the Tax Amount payments next due from Tenant or, if no such payments are next due, such excess payment shall be refunded to Tenant. Also, in addition to all Base Rent and Additional Rent payable pursuant to this Lease, Tenant shall also pay to Landlord, as Additional

Rent, within fifteen (15) days after Landlord delivers a statement therefor to Tenant, Tenant's Proportionate Share of all fees and costs (including without limitation the fees and all disbursements of attorneys, third party consultants, experts and others) incurred by Landlord in seeking to obtain a reduction or a limit on the increase in any Taxes, regardless of whether any reduction or limitation is obtained.

B. Operating Expenses. Beginning with the expiration of the Operating Expense Base Period (as defined below) and continuing throughout the remainder of the Term, Tenant shall also pay Landlord, as Additional Rent, an amount (the "**Operating Expense Amount**") equal to Tenant's Proportionate Share of the Operating Expenses for each Calendar Year, and partial Calendar Year, in excess of the Operating Expenses (the "**Operating Expense Base**") for the Calendar Year identified on Exhibit B attached hereto (the "**Operating Expense Base Period**"). The Operating Expense Amount shall be paid in monthly installments on the first day of each calendar month, in advance, without notice, demand, offset or abatement, in an amount estimated by Landlord from time to time. Landlord shall have the right, at any time and from time to time during each calendar year, by notice to Tenant, to change said estimate based on changed circumstances, additional facts previously unknown to Landlord or for any other reason. Subsequent to the end of each full Calendar Year, or partial Calendar Year (as applicable), Landlord shall notify (the "**Reconciliation Operating Expense Notice**") Tenant of Tenant's actual Operating Expense Amount for such full Calendar Year or partial Calendar Year. If the payment made by Tenant pursuant to this subsection for any full or partial Calendar Year shall be less than the actual amount due from Tenant for such year as determined by the foregoing formula and as shown on such notice, Tenant shall pay to Landlord within fifteen (15) days after receipt of such notice the difference between the amount paid by Tenant and the actual amount due. If the total Operating Expense Amount paid by Tenant for any full or partial Calendar Year shall exceed the actual amount due from Tenant for such full or partial Calendar Year, and provided Tenant is not otherwise in default under this Lease, such excess shall be credited against the next payment for Operating Expenses due from Tenant to Landlord pursuant to this subsection. If the day following the expiration of the Operating Expense Base Period is a day other than the first day of the Calendar Year, or if the Term shall end on a day other than the last day of the Calendar Year, then Tenant's Operating Expense Amount for such partial year shall be billed and adjusted on the basis of such fraction of a Calendar Year, provided that the amount which Tenant shall owe shall be the total Operating Expenses as aforesaid annualized for the full period for which such partial year or year-end calculation is made, prorated for that portion of the Term which occurs during such full period (but without regard to the actual expenditures incurred during such actual prorated period). Landlord's failure to ever request or require the payment by Tenant of any sums pursuant to this provision, or failure to deliver any notice to Tenant pursuant to this provision, shall never operate as a waiver against Landlord, and such sums shall continue to be owed by Tenant until paid. The terms of this Section shall expressly survive the termination or expiration of this Lease.

C. Tenant's Audit Rights. Landlord agrees to keep, at its management office, records relating to the Operating Expenses. Tenant shall have the right to audit said records for the sole purpose of ascertaining the correctness of the Operating Expenses. Such audit shall be completed within six (6) months subsequent to Tenant's receipt of its Reconciliation Operating Expense Notice from Landlord, shall be performed during Landlord's normal business hours, shall not unreasonably interfere with Landlord's office operations, shall be performed by Tenant or Tenant's chief financial

officer or accountant (that is engaged on either a fixed price or hourly basis, and is not compensated on a contingency or bonus basis), shall not be made more often than once during each calendar year, and, shall be limited to the records for the preceding calendar year. If Tenant desires to audit said records as aforesaid, Tenant shall notify Landlord no later than ninety (90) days after receipt of Landlord's Reconciliation Operating Expense Notice and thirty (30) days in advance of the date on which Tenant proposes to perform such audit, commence said audit within sixty (60) days of said notice, and once the audit has commenced, diligently complete the same. If any such audit shows the amount of the Operating Expenses charged to Tenant was overstated, Landlord shall refund any such overcharge.

D. Miscellaneous. All amounts due under this Section 4 as Additional Rent shall be payable in the manner and at such place as Base Rent provided for in Section 3 hereof (except as otherwise indicated above). Tenant agrees that the Tax Amount and the Operating Expense Amount, as applicable, from time to time computed by Landlord shall be final and binding for all purposes unless, within sixty (60) days after Landlord sends the applicable Reconciliation Tax Notice or the Reconciliation Operating Expense Notice, as applicable, Landlord receives from Tenant written notice disputing the mathematical accuracy of such amount (the "**Disputed Amount**"). Landlord hereby agrees, in the event Landlord timely and properly receives such notice from Tenant, to cooperate in completing such review and refunding any portion of the Disputed Amount (to the extent Tenant is not then in default under this Lease) which exceeds the amount actually due from Tenant. Pending the determination of the Disputed Amount, Tenant shall pay the Tax Amount and the Operating Expense Amount in accordance with the applicable notice prepared by Landlord, without prejudice to Tenant's position. Without limitation on other obligations of Tenant which shall survive the expiration of the Term, Tenant's obligation to pay the Additional Rent provided for in this Section 4 accrued but not paid for periods prior to the expiration or termination date of the Term shall survive such expiration or termination.

5. LANDLORD'S WORK; COMMENCEMENT DATE.

A. Landlord shall perform the Landlord's Work in accordance with the approved Plans and Specifications, as those terms are defined in Exhibit A-2 attached hereto. The parties expressly acknowledge that Landlord may, as Landlord deems necessary but without being required to do so, make changes to the approved Plans and Specifications in connection with the performance of the Landlord's Work in order to satisfy any and all laws, rules and ordinances and/or to account for any structural or mechanical elements present in the Building (including, without limitation, the Premises) and/or any other modifications desired by Landlord which do not otherwise materially alter the approved Plans and Specifications. Landlord agrees to perform the Landlord's Work in substantial accordance with the approved Plans and Specifications (subject to changes which Landlord may, in its sole discretion, make from time to time, as discussed above). Tenant hereby acknowledges and agrees that, except solely for the Landlord's Work, Landlord is not responsible for any other construction or alterations to the Premises or otherwise and, in this regard, except for the Landlord's Work, Tenant is otherwise taking the Premises in "AS IS" condition.

B. When the Landlord's Work is Substantially Completed (as defined below), Landlord shall notify Tenant and, upon the giving of such notice, it shall be conclusively



presumed that the Landlord's Work is in satisfactory condition in all respects and has been accepted by Tenant in "AS IS" condition, except for minor punch-list items to which Tenant has given written notice to Landlord within five (5) days after Landlord notifies Tenant of substantial completion of the Landlord's Work. As used herein, the term "**Substantially Completed**" shall mean that Hillsborough County has issued a certificate of completion or its equivalent with respect to the Landlord's Work (subject to minor punch-list items which remain to be performed, which punch-list items do not materially and adversely interfere with the use of the Premises). Once the Commencement Date is established, Tenant shall execute an instrument upon demand confirming such date, if so desired by Landlord, which instrument shall be consistent with the form set forth as Schedule "1" attached to this Lease.

C. The "**Commencement Date**" of this Lease shall mean the first to occur of: (i) April 1, 2021, or (ii) the date Tenant, or anyone claiming under or through Tenant, first occupies all or any part of the Premises for any purpose other than those described in the last paragraph of Exhibit A-2 attached hereto.

D. Tenant further acknowledges and agrees that Landlord is permitted to perform the Landlord's Work at any time (and that Landlord, and all agents, employees, contractors and invitees of Landlord, shall have full unobstructed access to the Premises at all times in order to perform such work).

6. USE OF PREMISES.

The Premises shall be used and occupied for the sole purpose of conducting the business described in Exhibit B attached hereto and for no other purposes whatsoever. Tenant hereby agrees to use the Premises in accordance with the provisions set forth in Exhibit B-1 attached hereto and made a part hereof.

7. CONDITION OF PREMISES.

Tenant has fully inspected the Premises, is fully familiar with the condition thereof and agrees to take possession of the same in their present, "AS IS" condition, except solely for Landlord's Work, if any, as expressly set forth on Exhibit A-2 attached hereto. Tenant shall perform all necessary or desirable work in connection with preparing the Premises for its initial occupancy at its sole cost and expense and in conformity to the requirements contained in Section 10 of this Lease, except solely for Landlord's Work as expressly set forth on Exhibit A-2, if any. No promise of the Landlord to alter, remodel or improve the Premises or the Building and no representation respecting the condition of the Premises have been made by the Landlord to the Tenant, except solely for Landlord's Work as expressly set forth on Exhibit A-2, if any. Notwithstanding the foregoing, Landlord represents and warrants to Tenant that the Building's roof and the HVAC system, windows, window seals, structural components, and the electrical and plumbing systems and components serving the Premises are in good working order as of the Commencement Date.

8. SERVICES; UTILITIES; INTERRUPTION.

A. Services.

(1) HVAC.

(A) Subject to the terms and limitations set forth elsewhere in this Lease and electrical payments to be paid for by Tenant as noted below, Landlord shall provide air-conditioning ("HVAC") to the Building (at temperatures and in amounts selected by Landlord), during Normal Business Hours through the presently existing equipment and facilities servicing the Building of which the Premises forms a part, subject to such reduced hours or amounts as may be required by applicable ordinances, laws, statutes, rules, regulations or requirements. Tenant further agrees that neither Tenant nor the Tenant Parties shall at any time tamper with, adjust or touch or otherwise in any manner affect such mechanical installations or thermostat(s) in the Premises or the Building. Tenant at all times agrees to cooperate fully with Landlord and to abide by the rules, regulations and requirements which Landlord may prescribe for the proper functioning and protection of the HVAC system. Landlord reserves the right to suspend the operation of all HVAC equipment and facilities at any time that Landlord, in its sole judgment, deems it necessary to do so for reasons such as repairs for which Landlord is responsible hereunder, accidents, emergencies or any situation arising in the Building which has

an adverse effect, either directly or indirectly, on the operation of such HVAC equipment and facilities, and Tenant agrees that any such suspension in the operation of the HVAC equipment and facilities may continue until such time as the reason causing such suspension has been remedied, and that Landlord shall not be held responsible or be subject to any claim by Tenant (or any other party) due to such suspension. Tenant further agrees that Landlord shall have no responsibility or liability to Tenant (or any other party) if operation of the HVAC equipment and facilities is prevented by strikes or accidents, or by the orders or regulations of any federal, state, county or municipal authority, or by failure of the equipment and facilities or electrical current, steam and/or water or other required power source and/or for any other reason whatsoever. Further, Tenant agrees to lower and keep closed the venetian blinds or other window coverings in the Premises whenever required for the proper operation of the HVAC.

(B) Landlord shall be responsible for all repair, replacement, and maintenance of the HVAC units which service the Premises (other than supplemental HVAC units and systems installed by or for Tenant).

(C) Landlord shall perform all HVAC repairs in a timely manner to ensure the climate of the Premises meets the standard established in ASHRAE Standard 55-2017. Should the climate in the Premises fall below such standard and the estimated repair time will exceed 3 business days, Landlord shall provide and deploy a temporary supplemental HVAC resource, such as spot cooler. Tenant must provide Landlord with written notice of any HVAC failure.

(2) Electricity. Subject to the terms and limitations set forth elsewhere in this Lease and electrical payments to be paid for by Tenant as noted below, electrical service provided to the Premises shall be during Normal Business Hours.

(A) Tenant shall make all arrangements necessary to obtain on a direct supply basis from the public utility furnishing electricity to the Building all electricity consumed or to be consumed in (as well as in connection with) the Premises. Tenant shall be responsible to the utility for the payment before due of all charges for electricity consumed in or at the Premises, as determined by a meter or meters (measuring both consumption and demand), panel boards, wiring and related equipment installed (or, if existing, retrofitted) by Tenant or Landlord, all at Tenant's sole cost and expense. Tenant, at its sole cost and expense, shall also be responsible for keeping the meter(s), with such separate meter to be installed by Landlord at Landlord's sole cost and expense, and related equipment in good working order and repair, as well as for all other charges, meter purchases and installation costs and connection fees

(B) Tenant covenants and agrees that, at all times, its use of electric current shall never exceed the capacity of the feeders to the Building or the risers or wiring installation thereof. In connection therewith, Tenant expressly agrees that all installations, alterations and additions of and to the electrical fixtures, appliances or equipment within the Premises shall be subject to Landlord's prior written approval in each instance, which shall not be unreasonably withheld or delayed and, if such approval shall be given, rigid conduit only shall be permitted. If, in connection with any request for such approval, Landlord shall, in its reasonable judgment, determine that either the feeders to the Building (or the Premises), or the risers or wiring thereof, shall be insufficient to supply Tenant's electrical requirements with

respect thereto, Landlord shall, at the sole cost and expense of Tenant, install any additional feeder(s) or riser(s) that Landlord shall deem necessary with respect thereto, provided, however, that, if Landlord shall determine, in its reasonable judgment, that the same will cause permanent damage or injury to the Building or to the Premises, cause or create a dangerous or hazardous condition, entail excessive or unreasonable alterations, repairs, or expense, or unreasonably or adversely interfere with, or disturb, the other tenants or occupants of the Building, or any other reason, then Landlord shall not be obligated to make such installation, and Tenant shall not make the installation, alteration, or addition with respect to which Tenant requested Landlord's consent. In addition to the installation of such riser or risers, Landlord will also, at the sole cost and expense of Tenant, install all other equipment necessary and proper in connection therewith, subject to the aforesaid terms and conditions. Landlord shall not be liable in any way to Tenant or any other party for any interruption, failure or defect in supply or character of electrical current furnished to the Premises or the Building and/or if electric current is unavailable or is no longer available to the Premises or the Building and/or is unsuitable for Tenant's requirements. Landlord shall furnish and install Building standard lighting tubes, ballasts, lamps and bulbs used in the Premises which cost shall be included in Operating Expenses.

(3) Janitorial. Tenant, at Tenant's sole expense, shall (i) cause the Premises (specifically including any portion of the Premises used for storage, preparation, service or consumption of food or beverages, if so allowed) to be kept clean in a Building-standard manner designated by Landlord, and (ii) provide customary and regular janitorial services to the Premises as reasonably required by Landlord. Tenant and its cleaning contractor shall have access to the Premises at all times and shall have the use of Tenant's light, power and water in the Premises as may be required for the purposes of cleaning the Premises. A common mop sink shall be available to Tenant and its cleaning contractor in the corridor adjacent to the Premises.

B. Interruption of Services. Other than to the extent expressly provided for above, Landlord shall not be required to provide any other services or utilities to the Premises, although Landlord reserves the option to do so and charge a reasonable amount therefor to Tenant as Additional Rent (but Tenant shall not rely on any expectation that Landlord will do so). Further, and in addition to those provisions provided elsewhere in this Lease, Tenant agrees that Landlord shall not be liable for damages (consequential or otherwise), by abatement of Rent or in any manner whatsoever, if Tenant is unable to secure electricity, gas, water, or other fuel at the Building for any reason whatsoever and/or if electrical service, HVAC or any other utility or service is interrupted or is not provided to the Premises or the Building for any reason, and such failures or delays shall never be deemed to constitute an eviction or disturbance of the Tenant's use and possession of the Premises or relieve the Tenant from paying Rent or performing any of its obligations under this Lease. Furthermore, Landlord shall have no liability to Tenant or any other party for any damages (consequential or otherwise), by abatement of Rent or in any manner whatsoever arising out of any such inability to secure any such service or services. In addition, Tenant agrees that Landlord shall not in any way be liable or responsible to Tenant or any other party for any loss, damage, or expense of any kind that Tenant or any other party may sustain or incur if either the quantity or character of HVAC, electrical (or any other) service is changed, is no longer available, or is unsuitable for Tenant's or any other party's requirements.

## 9. REPAIRS.

Subject to the terms of Section 13 hereof, Tenant will at Tenant's own expense, keep the Premises in good order, repair and condition at all times during the Term. Tenant shall promptly and adequately repair all damage to the Premises and replace or repair all damaged or broken fixtures and appurtenances, under the supervision and subject to the approval of Landlord, and within any reasonable period of time specified by Landlord. If the Tenant does not do so, Landlord may, but need not, make such repairs and replacements, and Tenant shall pay Landlord the cost thereof, including an amount sufficient to reimburse Landlord for overhead and related expenses, forthwith upon being billed for same and such amounts shall be deemed to be Additional Rent due hereunder. Landlord may, but shall not be required to, enter the Premises at all reasonable times to make such repairs, alterations, improvements and additions as Landlord shall desire or deem necessary to the Premises or to the Building or to any equipment located in the Building or as Landlord may be required to do by governmental authority or court order or decree.

10. ADDITIONS AND ALTERATIONS; SECURITY AGREEMENT.

A. Tenant shall not, without the prior written consent of Landlord, make any alterations, improvements or additions to the Premises. Said consent shall not be unreasonably withheld if such alterations, improvements or additions (i) do not affect the Building's roof, structure or common systems or mechanical systems or areas, (ii) do not detract from the Building's appearance from outside of the Premises, (iii) do not otherwise increase any costs of operating the Building, (iv) do not decrease in any respect the value of the Building, or (v) are otherwise, in Landlord's reasonable opinion, appropriate for the uses permitted under this Lease. If Landlord consents to said alterations, improvements or additions, it may impose such conditions with respect thereto as Landlord reasonably deems appropriate, including, without limitation, requiring Tenant to furnish Landlord with security for the payment of all costs to be incurred in connection with such work, insurance against liabilities (including, without limitation, all insurance as set forth below, as well as workman's compensation insurance as may be required by statute and/or Landlord) which may arise out of such work, and plans and specifications plus permits necessary for such work. The work necessary to make any alterations, improvements or additions to the Premises shall be done at Tenant's expense by contractors hired by Tenant, which contractors shall be Florida licensed general contractors or Florida licensed contractors for their trade and pre-approved in writing by Landlord, acting reasonably. Upon completion, Tenant shall deliver to Landlord evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services or materials. Tenant shall defend, indemnify and hold Landlord and the Land and Building harmless from all damages, liens, expenses, fines, judgments, penalties and costs related to such work, (which obligation of Tenant shall survive the expiration or termination of this Lease). All work done by Tenant or its contractors pursuant to Sections 9 or 10 shall be done in a first class workmanlike manner using only good and new grades of materials, shall be done in a manner which does not interfere with or disturb other tenants or occupants of the Building, and shall comply in all respects with all insurance requirements and all applicable laws and ordinances and rules and regulations of governmental (as well as quasi-governmental) departments or agencies. In addition, Tenant shall be solely responsible for timely obtaining any and all required permits, licenses and approvals in connection with all such work.

B. In addition to all other rights enjoyed by Landlord hereunder, at law and/or in equity, Tenant hereby grants Landlord a first priority security interest in all furniture, fixtures, equipment and other property now or hereafter brought on or in the Premises by Tenant, which shall serve as collateral for all of Tenant's obligations under this Lease. This Lease shall also be deemed to be a security agreement pursuant to the Florida Uniform Commercial Code. Simultaneously with the execution hereof and from time to time in the future, Tenant shall execute and deliver such financing statements as Landlord may require to perfect such security interest.

C. All alterations, improvements and additions to the Premises, whether temporary or permanent in character, shall without compensation to Tenant become Landlord's property at the termination of this Lease by lapse of time or otherwise and shall be relinquished to Landlord in good condition, ordinary wear and tear excepted. Notwithstanding the foregoing, if Landlord provides Tenant with a written request to restore the Premises to the condition the same was in as of the Commencement Date then, prior to the end of the Term, Tenant shall cause such restoration to occur in a good and workmanlike manner and at Tenant's cost and expense. All furniture, fixtures and equipment existing in the Premises on the date of this Lease, and any additions, modifications and/or replacements thereof, shall be and remain Landlord's sole property, now and in the future, and shall be maintained by Tenant in good condition and repair.

#### 11. COVENANT AGAINST LIENS.

Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Land, the Building or the Premises. In order to comply with the provisions of Section 713.10, Florida Statutes, it is specifically provided that neither Tenant, nor any one claiming by, through or under Tenant, including without limitation, contractors, subcontractors, materialmen, mechanics and/or laborers, shall have any right to file or place any mechanics' or materialmen's liens of any kind whatsoever upon the Premises, the Land, the Building and/or the improvements thereon; and any such liens are hereby specifically prohibited. All parties with whom Tenant may deal must look solely to the credit of Tenant, and not to Landlord's said interest or assets. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Land, the Building or the Premises with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Tenant or the Premises and, in case of any such lien attaching, Tenant covenants and agrees to cause it to be immediately released and removed of record.

In the event that such lien is not immediately released and removed, Landlord, at its sole option, may take all action necessary to release and remove such lien (without any duty to investigate the validity thereof). Tenant shall promptly upon notice reimburse Landlord for all sums, costs and expenses (including reasonable attorneys' fees) incurred by Landlord in connection with any lien described in this section, and the same shall be deemed to be additional Rent due hereunder.

LANDLORD HEREBY NOTIFIES ALL PERSONS AND ENTITIES THAT ANY LIENS CLAIMED BY ANY PARTY AS THE RESULT OF IMPROVING THE PREMISES, THE LAND OR THE BUILDING PURSUANT TO A CONTRACT WITH, BENEFITING, OR

AT THE DIRECTION OF, TENANT, OR WITH ANY PERSON OTHER THAN LANDLORD, SHALL EXTEND TO, AND ONLY TO, THE RIGHT, TITLE AND INTEREST IN AND TO THE PREMISES, THE LAND OR THE BUILDING, IF ANY, OF THE PERSON CONTRACTING FOR SUCH IMPROVEMENTS. Tenant shall cause the foregoing notice to be included in any contracts entered into by Tenant with respect to the improvement of the Premises.

12. INSURANCE.

A. Waiver of Subrogation. To the extent not prohibited by or violative of any policy of insurance issued to Landlord or to Tenant, each of Landlord and Tenant, and all those claiming by, through and under Landlord and Tenant (a “**Waiving Party**”), hereby waives any and all rights to recover against the other party, or against the officers, directors, shareholders, managers, members, partners, joint venturers, employees, agents, customers, invitees or business visitors of the other party, for any loss or damage to the Waiving Party, including, without limitation, any loss or damage caused by the other party's negligence or tortious acts or omissions, that arise from any cause covered by any property insurance required to be carried by the Waiving Party pursuant to this Lease and any other insurance actually carried by the Waiving Party to the extent of the limits of such insurance. Either party's failure to carry the required insurance shall not invalidate this waiver. Each policy of insurance required to be maintained hereunder shall contain (by endorsement if necessary) a waiver of subrogation by the insurer. Tenant agrees to cause all other occupants of the Premises claiming by, under or through Tenant to execute and deliver to Landlord such a waiver of claims and to obtain such waiver of subrogation rights endorsements.

B. Insurance Coverages. Tenant shall carry insurance during the entire Term insuring Tenant and Landlord as their interests may appear with terms, coverages and in companies reasonably satisfactory to Landlord, and with such increases in limits as Landlord may from time to time reasonably request, but initially Tenant shall maintain the following coverages in the following amounts:

(1) Commercial general liability policy or policies of insurance (including affirmative blanket contractual liability coverage) in the amount of Two Million Dollars (\$2,000,000) combined single limit, covering the Premises and any appurtenances thereto and Tenant's use thereof against claims for bodily injury, death, property damage advertising injury, products and completed operations liability. Such policy shall protect Tenant and Landlord as their interests may appear and shall name Landlord, Landlord's managing agent and any mortgagee requested by Landlord, as additional insureds. Such insurance shall be on a per occurrence basis, shall provide that the insurance is primary to and not contributory to any similar insurance carried by Landlord, and shall contain a severability of interest clause; and

(2) Property insurance covering Tenant's personal property, fixtures, equipment, signs and tenant improvements in or appurtenant to the Premises to the full replacement value thereof against loss or damage by fire and by the perils ordinarily covered by an extended coverage endorsement insuring Tenant and Landlord, as their respective interests shall appear; and

(3) Worker's compensation insurance as required by law, including employer's liability insurance in the limit of \$1,000,000 aggregate; and

(4) If Tenant operates owned, hired, or non-owned vehicles on the Project, comprehensive automobile liability at a limit of liability not less than \$1,000,000 combined bodily injury and property damage; and

(5) Builder's Risk and other types of liability insurance to cover Tenant's initial construction or installation of leasehold improvements, as well as any later alteration of the Premises. This insurance coverage must be in effect during the entire period of any construction and must have such limits as Landlord may reasonably require.

C. Insurance Companies and Policies. All insurance policies required to be maintained hereunder shall be issued by insurance companies that are licensed to do business in the state where the Project is located and rated A-/VII or better by the then-current edition of Best's Insurance Reports published by A.M. Best Co. All insurance policies shall provide that they shall not be canceled or materially changed without providing 30 days' prior written notice to Landlord. Tenant shall provide Landlord with satisfactory evidence of insurance concurrently with the execution of this Lease, upon Landlord's demand thereafter from time to time, and upon each renewal thereafter, demonstrating that the required coverages are in full force and effect. Tenant shall renew the insurance policy not less than thirty (30) days prior to the expiration date thereof. In addition, Tenant will maintain all insurance required by law.

D. Avoid Action Increasing Rates. Tenant shall comply with all applicable laws and ordinances, all orders and decrees of court and all requirements of other governmental authorities, and shall not directly or indirectly, make any use of the Premises which may thereby be prohibited or be dangerous to person or property or which may jeopardize any insurance coverage, or may increase the cost of insurance or require additional insurance coverage. In no event shall Tenant permit in the Premises any hazardous wastes or any flammables such as gasoline, turpentine, kerosene, naphtha and benzene, or explosives or any other article of intrinsically dangerous nature, and in no event shall Tenant or any of the Tenant Parties bring any such hazardous wastes, flammables or other articles into the Building.

### 13. CASUALTY.

A. Restoration; Cancellation Upon Damage. If the Premises shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion of the Premises untenable (as determined by Landlord), then Landlord shall repair and restore the same with reasonable promptness, subject to the terms provided below, as well as reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's control. If any such damage renders all or a substantial portion of the Premises untenable (as determined by Landlord), Landlord shall with reasonable promptness after the occurrence of such damage estimate the length of time that will be required to substantially complete the repair and restoration of such damage and shall by notice advise Tenant of such estimate. If such estimate is that the amount of time required to substantially complete the repair and restoration of the Premises will exceed one hundred eighty (180) days from the date such damage occurred, then either Landlord or Tenant shall have the right to terminate this Lease as of the date of such



damage (without any payment of any kind by Landlord to Tenant or any other party) upon giving notice to the other at any time within twenty (20) days after Landlord gives Tenant the notice containing said estimate (it being understood that Landlord may, if it elects to do so, also give such notice of termination together with the notice containing such estimate); provided, however, Tenant shall be entitled to such termination right only if neither Tenant nor any of the Tenant Parties was the cause (in whole or in part) of such fire or other casualty.

If the Building shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion of the Building untenable (as determined by Landlord), then Landlord shall repair and restore the same with reasonable promptness, subject to the terms provided below, as well as reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's control; provided, however, if Landlord estimates the length of time that will be required to substantially complete such repair and restoration will exceed one hundred eighty (180) days from the date such damage occurred, then Landlord shall then have the right to terminate this Lease upon giving notice to Tenant at any time within thirty (30) days after Landlord gives Tenant the notice containing said estimate (it being understood that Landlord may, if it elects to do so, also give such notice of termination together with the notice containing such estimate), whereupon this Lease shall then terminate (without any payment of any kind by Landlord to Tenant or any other party). If any such damage renders all or a substantial portion of the Building untenable (as determined by Landlord), Landlord, in Landlord's sole discretion, (i) may terminate this Lease (without any payment of any kind by Landlord to Tenant or any other party), or (ii) shall with reasonable promptness after the occurrence of such damage estimate the length of time that will be required to substantially complete the repair and restoration of such damage and shall by notice advise Tenant of such estimate. If Landlord receives such estimate and such estimate provides that the amount of time required to substantially complete the repair and restoration of the Building will exceed one hundred eighty (180) days from the date such damage occurred, then Landlord shall then also have the right to terminate this Lease upon giving notice to Tenant at any time within thirty (30) days after Landlord gives Tenant the notice containing said estimate (it being understood that Landlord may, if it elects to do so, also give such notice of termination together with the notice containing such estimate).

Unless this Lease is terminated as provided for in this Subsection A, Landlord shall proceed with reasonable promptness to repair and restore the Premises and the Building (if applicable) within said one hundred eighty (180) days, subject to reasonable delays for insurance adjustments and delays caused beyond Landlord's control, but Landlord shall have no liability to Tenant or any other party, and Tenant shall not be entitled to terminate this Lease, in the event such repairs and restoration are not in fact completed within the time period estimated by Landlord, as aforesaid, or within said one hundred eighty (180) days. Notwithstanding anything to the contrary herein set forth, Landlord shall have no duty pursuant to this Section 13 to repair or restore any portion of the alterations, additions or improvements in the Premises or the decoration thereto. If Tenant wants any other or additional repairs or restoration and if Landlord consents thereto, the same shall be done at Tenant's expense subject to all of the provisions of Section 10 hereof.

B. Base Rent Abatement. In the event any such fire or casualty damage not caused by the act or neglect of Tenant or any Tenant Agent, renders the Premises untenable

and if this Lease shall not be terminated pursuant to Subsection A above by reason of such damage, then Base Rent shall abate during the period beginning with the date of such damage and ending with the date when Landlord tenders the Premises to Tenant as being ready for occupancy. Such abatement shall be in an amount bearing the same ratio to the total amount of Base Rent for such period as the portion of the Premises not ready for occupancy from time to time bears to the entire Premises.

14. WAIVER OF CLAIMS; INDEMNIFICATION.

To the extent not prohibited by law, Landlord and its officers, agents, servants and employees shall not be liable for any damage either to person or property or resulting from the loss of use thereof sustained by Tenant or by other persons due to the Building or any part thereof (including, without limitation, the Common Areas) or any appurtenances thereof becoming out of repair, or due to the happening of any accident or event in or about the Building (including, without limitation, the Common Areas), or due to act or any neglect of any tenant or occupant of the Building (including, without limitation, the Common Areas) or of any other person. This provision shall apply particularly (but not exclusively) to damage caused by gas, electricity, frost, steam, sewage, sewer gas or odors, fire, water or by the bursting or leaking of pipes, faucets, sprinklers, plumbing fixtures, and windows, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the causes specifically enumerated above or to some other cause of an entirely different kind. Tenant further agrees that all personal property upon the Premises, or upon loading docks, receiving and holding areas, or freight elevators of the Building, shall be at the risk of Tenant only, and that Landlord shall not be liable for any loss or damage thereto or theft thereof. Without limitation of any other provisions hereof, Tenant agrees to defend, protect, indemnify and save harmless Landlord from and against all liability, claims, penalties, fines, judgments, loss, damage, cost or expense arising out of the acts or negligence of Tenant or any of the Tenant Parties, as well as with respect to any default by Tenant hereunder. The terms of this section shall survive the termination or expiration of this Lease.

15. NON-WAIVER.

No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violation of such provision even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. No receipt of monies by Landlord from Tenant after the termination of this Lease will in any way alter the length of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment.

16. CONDEMNATION.

If the Land or the Building or any portion of the Building which includes a substantial part of the Premises (as determined by Landlord) or which prevents the economical operation of the Building or Premises (as determined by Landlord) shall be taken or condemned by any competent authority for any public or quasi-public use or purpose then, in any such event, if Landlord, in Landlord's sole discretion, so desires, the Term of this Lease and the estate hereby granted shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose and without apportionment of the condemnation award. Tenant shall have no right to share in such award, but may seek its own award for loss of or damage to

Tenant's business or its property resulting from such taking (provided that such an award to Tenant does not in any way diminish the award payable to Landlord on account of such taking). If this Lease is terminated, Rent shall be apportioned as of the date of such termination.

17. ASSIGNMENT AND SUBLETTING.

A. Tenant shall not, without the prior written consent of Landlord, not to be unreasonably withheld, (1) assign, convey or mortgage this Lease or any interest hereunder; (2) suffer to occur or permit to exist any assignment of this Lease, or any lien upon Tenant's interest, involuntarily or by operation of law; (3) sublet the Premises or any part thereof; or (4) permit the use of the Premises by any parties other than Tenant and its employees. Landlord's consent to any assignment, subletting or transfer or Landlord's election to accept any assignee, sublessee or transferee as the tenant hereunder shall not release the original Tenant from any covenant or obligation under this Lease, nor any future assignor or sublessor of its liability under this Lease. Landlord's consent to any assignment, subletting or transfer shall not constitute a waiver of Landlord's right to withhold its consent to any future assignment, subletting or transfer.

B. Tenant shall give Landlord written notice of any proposed assignment or sublease, which notice shall be accompanied by: (a) a copy of the proposed assignment or sublease agreement, the effective or commencement date of which shall be not less than thirty (30) nor more than sixty (60) days after the giving of such notice; (b) a statement setting forth, in reasonable detail, the identity of the proposed assignee or subtenant, the nature of its business and its proposed use of the Premises; and (c) certified current financial statements of the proposed assignee or subtenant. Landlord shall have a period of fifteen (15) days after its receipt of such notice to either approve or disapprove of such assignment or sublease by written notice to Tenant.

C. In addition to any other reasons Landlord may reasonably withhold its consent to a proposed assignment or sublease, Landlord may withhold its consent if in Landlord's sole, but reasonable, business judgment the proposed assignee or subtenant (a) does not have adequate financial strength, or (b) intends to use the Premises for a use not expressly permitted under this Lease. Tenant acknowledges and agrees that Landlord has a vital interest in the nature, variety and location of tenants in the Building as a whole and that Landlord's right to withhold its consent on the aforesaid basis to any proposed assignment or subletting is a material consideration for the rental rate and terms contained in this Lease. Tenant shall also pay to Landlord, upon demand, Landlord's attorneys' fees and administrative costs in connection with any transfer and/or preparation or review of any documents in connection with any such transfer.

D. Tenant acknowledges and agrees that one hundred percent (100%) of any sums or any other economic consideration received by Tenant, or payable to Tenant, as a result of any assignment, subletting or transfer of this Lease and/or the Tenant's interest in the Premises, or any part thereof, whether characterized as rent or otherwise, which exceed, in the aggregate, the total monthly sums which Tenant is obligated to pay Landlord under this Lease (prorated as to any sublease to reflect obligations allocable to that portion of Premises subject to such sublease) shall be payable monthly to Landlord, as Additional Rent, under this Lease without affecting or reducing any other obligation of Tenant hereunder and without offset, abatement, reduction or demand.

E. If Tenant is a corporation or a partnership or a trust or any other business entity, any change of ownership resulting in a change of majority control from those persons or entities having control on the date of this Lease, will be deemed an assignment requiring Landlord's consent. The foregoing does not apply if Tenant is a publicly traded company, as defined by Federal Securities Laws.

F. Notwithstanding the above, however, provided that Tenant has not been in default under this Lease, Landlord's approval rights shall not be applicable to (i) an assignment of this Lease to, or subletting or occupancy of all or any portion of the Premises by, an Affiliate (as defined below), or (ii) any merger or consolidation of Tenant with or into any other entity (a "Successor"), so long as such assignment, subletting or occupancy by an Affiliate or such merger or consolidation with a Successor is not undertaken primarily for the purpose of avoiding the restrictions on assignment and subleasing contained in this Section 17 and so long as the Affiliate or Successor has a tangible net worth not less than the greater of (1) Tenant's tangible net worth at the time of execution of this Lease, or (2) Tenant's tangible net worth at the time of the subletting, assignment, merger or consolidation. The term "Affiliate" shall mean any entity controlling, controlled by or under common control with Tenant which, for purposes hereof, shall mean (x) ownership by Tenant of more than 51% of the outstanding voting capital stock of a corporation or more than 51% of the beneficial interests of any other entity, and (y) the ability to effectively control or direct the business decisions of such corporation or entity.

#### 18. SURRENDER OF POSSESSION.

Upon the expiration of the Term or upon the termination of Tenant's right of possession, whether by lapse of time or at the option of Landlord as herein provided, Tenant shall immediately surrender the Premises to Landlord in good order, repair and condition, ordinary wear excepted. All permanent alterations, improvements and additions to the Premises shall without compensation to Tenant become Landlord's property and shall be relinquished to Landlord in good condition, ordinary wear excepted, unless otherwise expressly provided in this Lease. Tenant agrees to remove at the termination of the Term or of its right of possession the following items of property: (a) furniture, trade fixtures, equipment and all other items of Tenant's property, (b) all cabling, telephone and data lines installed prior to and during Tenant's occupancy, and (c) temporary improvements on the Premises, except for any such property which pursuant to the terms of this Lease, are Landlord's property or in which Landlord enjoys a security interest. Tenant shall pay to Landlord upon demand the cost of repairing any damage to the Premises and to the Building caused by any such removal. If Tenant is required to but shall fail or refuse to remove any such property from the Premises, Tenant shall be conclusively presumed to have abandoned the same, and title thereto shall thereupon pass to Landlord without any cost either by set off, credit, allowance or otherwise, and Landlord may at its option accept the title to such property or at Tenant's expense may (1) remove the same or any part in any manner that Landlord shall choose, and (2) store, destroy or otherwise dispose of the same without incurring liability to Tenant or any other person. The provisions of this Section 18 shall survive the expiration or termination of this Lease.

#### 19. HOLDING OVER.

Tenant shall have the right to continue to occupy the Premises on a month-to-month basis for up to sixty (60) days following the expiration (but not the termination) of this Lease upon all of the terms and conditions hereof, including, without limitation, the payment of Base

Rent at the rate applicable for the last month of the Lease Term. Thereafter (and also in the event of the termination of this Lease), Tenant shall pay to Landlord an amount as Rent equal to 125% of the Rent in effect for the last month of the Term during each month or portion thereof for which Tenant shall retain possession of the Premises or any part thereof after the expiration of the Term or the termination of Tenant's right of possession, whether by lapse of time or otherwise, and also shall pay all reasonable damages sustained by Landlord on account thereof. The provisions of this Section 19 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law.

20. ESTOPPEL CERTIFICATE; FINANCIAL STATEMENTS.

A. Estoppel Certificate. Tenant agrees upon request by Landlord, that Tenant will deliver to Landlord a statement in writing certifying (1) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease as modified is in full force and effect); (2) the dates on which Tenant began paying Rent and that no Rent has been paid in advance; (3) that neither the Tenant nor the Landlord is in default under any provision of this Lease, or, if in default, the nature thereof in detail; (4) that Tenant has no existing defenses or offsets to the enforcement of this Lease or, if any, specifying same; (5) that Tenant has accepted and occupied the Premises; and (6) such other information which Landlord may reasonably request; it being intended that any such statement may be relied upon by any prospective purchaser, mortgagee or tenant of the Building, or any prospective assignee of any mortgage thereof. Tenant shall execute and deliver whatever instruments may be required for such purposes, and in the event Tenant fails so to do within five (5) days after demand in writing, Tenant shall be considered in default under this Lease.

B. Financial Statements. Tenant shall promptly provide Landlord with a full and complete copy of Tenant's (and all guarantors') annual financial statements (which shall be certified by a licensed certified public accountant or the company's chief financial officer, if applicable, if requested by Landlord) within ten (10) days after request by Landlord. Landlord may disclose such statements to Landlord's mortgagees or ground lessors, potential mortgagees or ground lessors, potential purchasers and/or to such similar parties as Landlord may designate.

21. SUBORDINATION.

This Lease is subject and subordinate to all present and future ground or underlying leases of the Land and to the lien of any mortgages or trust deeds, now and hereafter in force against the Land and Building, or either, and to all renewals, extensions, modifications, consolidation and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds. Tenant shall within ten (10) days after request by Landlord execute such further instruments or assurances as Landlord may deem necessary to evidence or confirm the subordination of this Lease to any such mortgages, trust deeds, ground leases or underlying leases, and in the event Tenant fails so to do within ten (10) days after such request, Tenant shall be considered in default under this Lease.

22. CERTAIN RIGHTS RESERVED BY LANDLORD.

Landlord shall have the following rights, each of which Landlord may exercise without liability to Tenant for damage or injury to property, person or business on account of the exercise thereof, and the exercise of any such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set off or abatement of rent or any other claim:

- A. To change the Building's name or street address.
- B. To install, affix and maintain any and all signs on the exterior and on the interior of the Building.
- C. To decorate or to make repairs, alterations, deletions, substitutions, additions, or improvements, whether structural or otherwise, in and about the Building, or any part thereof (including, without limitation, installing, using, maintaining, repairing and/or replacing pipes, ducts and conduits in and through the Premises), and for such purposes to enter upon the Premises, and, during the continuance of any of said work, to temporarily close doors, entryways, public space and corridors in the Building and to interrupt or temporarily suspend services or use of facilities, all without affecting any of Tenant's obligations hereunder, so long as the Premises are reasonably accessible and usable.
- D. To retain at all times, and to use appropriate instances, keys to all doors within and into the Premises, and to access the Premises at any time. Notwithstanding the provisions for Landlord's access to portions of the Premises, Tenant relieves and releases the Landlord of all responsibility arising out of theft, robbery and pilferage. Upon the expiration of the Term or of Tenant's right to possession, Tenant shall return all keys to Landlord and shall disclose to Landlord the combination of any safes, cabinets or vaults left in the Premises.
- E. To require that window treatments shall consist of Building-standard blinds designated by Landlord and to approve, prior to installation, all types of additional window shades, blinds or draperies.
- F. To approve the weight, size and location of safes, vaults and other heavy equipment and articles in and about the Premises and the Building (so as not to exceed the legal live load per square foot designated by the structural engineers for the Building), and to require

all such items and furniture and similar items to be moved into or out of the Building and Premises only at such times and in such manner as Landlord shall direct in writing. Tenant shall not install or operate machinery or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises without the prior written consent of Landlord. Movements of Tenant's property into or out of the Building and within the Building are entirely at the risk and responsibility of Tenant and Landlord reserves the right to require permits before allowing any property to be moved into or out of the Building.

G. To close the Building after Normal Business Hours and on Saturdays, Sundays and legal holidays subject, however, to Tenant's right to admittance to the Premises outside of Normal Business Hours using card keys provided by Landlord and under such regulations as Landlord may prescribe from time to time.

H. To establish controls for the purpose of regulating all property and packages (both personal and otherwise) to be moved into or out of the Building and Premises.

I. To regulate delivery and service of supplies in order to insure the cleanliness and security of the Premises and to avoid congestion of the loading docks, receiving areas and freight elevators.

J. To show the Premises to prospective tenants at reasonable hours during the last twelve (12) months of the Term and, if vacated or abandoned, to show the Premises at any time and to prepare the Premises for reoccupancy.

K. To erect, use and maintain pipes, ducts, wiring and conduits, and appurtenances thereto, in and through the Premises at reasonable locations.

L. To retain exclusive control and management over all Common Areas, expressly reserving to Landlord the right to alter, eliminate, enlarge or otherwise make such changes to the Common Areas as Landlord, in its sole discretion, shall deem desirable. Landlord may operate, manage, equip, light and maintain the Common Areas in such manner as Landlord may from time to time determine.

## 23. RULES AND REGULATIONS.

Tenant covenants and agrees to keep and observe the rules and regulations attached to this Lease as Exhibit C and made a part hereof. Landlord shall have the right from time to time to prescribe additional rules and regulations which, in its judgment, may be desirable, each of which additional rules and regulations shall become a part of this Lease.

## 24. DEFAULT; LANDLORD'S REMEDIES.

If default shall be made in the payment of the Rent or any installment thereof or in the payment of any other sum required to be paid by Tenant under this Lease or under the terms of any other agreement between Landlord and Tenant and such default shall continue for a period of five (5) days or if default shall be made in the observance or performance of any of the other covenants or conditions in this Lease which Tenant is required to observe and perform and such default shall continue for a period of thirty (30) days after written notice to Tenant, or if a default



involves a hazardous condition and is not cured by Tenant immediately upon written notice to Tenant, or if the interest of Tenant in this Lease shall be levied on under execution or other legal process, or if voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by Tenant, or if any involuntary petition in bankruptcy shall be filed against Tenant under any federal or state bankruptcy or insolvency act and shall not have been dismissed within sixty (60) days from the filing thereof, or if a receiver shall be appointed for Tenant or any of the property of Tenant by any court and such receiver shall not have been dismissed within sixty (60) days from the date of his appointment, or if Tenant shall make an assignment for the benefit of creditors, or if Tenant shall admit in writing Tenant's inability to meet Tenant's debts as they mature, or if Tenant shall abandon or vacate the Premises during the Term, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and thereupon at its option may, with or without notice or demand of any kind to Tenant or any other person, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:

A. Landlord may (1) terminate this Lease and the Term created thereby, and thereupon re-enter and take possession of the Premises, with or without legal process, (2) at its option and without further notice, declare the Rent, for the entire remaining Term of this Lease, and any other indebtedness hereunder, if any, immediately due and payable without regard to whether or not possession shall have been surrendered to or taken by Landlord, (3) recover from Tenant the unamortized amount of any abated Base Rent set forth on Exhibit B, the unamortized cost of the leasing commissions paid by Landlord in connection with this Lease and any renewal hereof, and the unamortized cost of the Landlord's Work and any other improvements made to the Premises by Landlord at its expense pursuant to an agreement with Tenant, and (4) commence action immediately thereupon and recover judgment therefore. In determining the Rent which would be payable by Tenant hereunder subsequent to default, the annual Rent for each year of the unexpired Term shall be calculated by not only computing the Base Rent for such period, but also computing Additional Rent for such period utilizing the average Additional Rent paid by Tenant from the commencement of the Term to the time of default, or during the preceding full calendar year, whichever period is shorter.

B. Landlord may terminate Tenant's right of possession and may repossess the Premises by forcible entry and detainer suit, by taking peaceful possession or otherwise, without terminating this Lease and without being deemed to have thereby accepted a surrender of the Premises or the leasehold estate created hereby, in which event Landlord may, but shall be under no obligation to, relet the same for the account of Tenant, for such rent and upon such terms as shall be satisfactory to Landlord. For the purpose of such reletting, Landlord is authorized to decorate or to make any repairs. If Landlord shall fail to relet the Premises, Tenant shall pay to Landlord as damages a sum equal to the amount of the rental reserved in this Lease for the balance of its original Term. If the Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of such decorations, repairs, changes, alterations and additions and the expenses of such reletting and of the collection of the rent accruing therefrom to satisfy the Rent provided for in this Lease, Tenant shall satisfy and pay any such deficiency upon demand therefor from time to time. Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Section 24 from time to time and that no suit or recovery of any portion due Landlord hereunder shall be any

defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord.

C. Landlord may declare the Rent, for the entire remaining Term of this Lease, and any other indebtedness hereunder, if any, immediately due and payable and may commence action immediately thereupon and recover judgment therefore. In determining the Rent which would be payable by Tenant hereunder subsequent to default, the annual Rent for each year of the unexpired Term shall be calculated by not only computing the Base Rent for such period, but also computing Additional Rent for such period utilizing the average Additional Rent paid by Tenant from the commencement of the Term to the time of default, or during the preceding full calendar year, whichever period is shorter.

It shall also be deemed a default by Tenant under this Lease if any of the following events occurs with respect to any guarantor of Tenant's obligations under this Lease (a **"Guarantor"**): (a) such Guarantor defaults under its guaranty agreement executed and delivered to Landlord, (b) the initiation of any bankruptcy, insolvency or other creditors rights proceeding involving the Guarantor, unless involuntary and dismissed within sixty (60) days, and (c) the death or disability of such Guarantor or the dissolution or termination of its legal existence.

25. EXPENSES OF ENFORCEMENT.

Tenant shall pay upon demand, as Additional Rent, all Landlord's costs, charges and expenses, including the reasonable fees and out of pocket expenses of legal counsel, agents and others retained by Landlord, incurred in enforcing Tenant's obligations hereunder or incurred by Landlord in any litigation at the trial and appellate levels, negotiation or transaction in which Tenant causes Landlord without Landlord's fault to become involved or concerned.

26. COVENANT OF QUIET ENJOYMENT.

Landlord covenants that Tenant, on paying the Rent, charges for services and other payments herein reserved, and, on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of Tenant to be kept, observed, and performed, shall, during the Term, peaceably and quietly have, hold and enjoy the Premises, without hindrance from Landlord or any party claiming by, through or under Landlord, but not otherwise, subject to the terms, covenants, conditions, provisions, and agreements hereof.

27. REAL ESTATE BROKER.

Tenant represents that the Tenant has dealt with no real estate agent, broker or finder in connection with this Lease other than the broker or brokers, if any, named on Exhibit B attached hereto, and that insofar as the Tenant knows, no other real estate agent, broker or finder assisted in the procurement of this Lease or is entitled to any commission or fee in connection herewith. Tenant agrees to indemnify, defend and hold Landlord free and harmless from and against all claims for broker's commissions or finder's fees by any person claiming to have been retained by Tenant in connection with this transaction or to have caused this transaction, other than the broker or brokers, if any, named on Exhibit B attached hereto.

28. HAZARDOUS WASTE.

Tenant shall not cause or permit any Hazardous Material (as hereinafter defined) to be used, stored, transported, released, handled, disturbed, produced or installed in, on or from the Premises or any other portion of the Building or Land. "**Hazardous Material**" as used herein shall mean any flammables, explosives, radioactive material, hazardous waste, hazardous or toxic substances or related materials, asbestos or any material containing asbestos, bio-hazardous waste or any other substance or material as defined in any federal, state or local environmental law, ordinance, rule or regulation, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, the Hazardous Material Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended, and in the regulations adopted in publications promulgated pursuant to each of the foregoing (each, an "**Environmental Law**"). In the event of a breach of the provisions of this Section, Landlord shall have the right in addition to all other rights and remedies of Landlord under this Lease or at law, to require Tenant to remove such Hazardous Materials from the Premises (or other portion of the Building or Land) in the manner prescribed for such removal by law and requirements of any public authorities. In addition, Tenant hereby indemnifies and holds Landlord harmless from and against any and all claim (including, without limitation, all

mitigation costs and expenses), injury (including, without limitation, death), loss, cost, liability and damage, including, without limitation, penalties, fines, attorneys' fees and disbursements to the extent incurred in connection with or arising (in whole or in part) from any cause whatsoever related to the transportation, presence, use, storage, release, handling, disturbing and/or producing of Hazardous Material in, on, about, to or from the Premises, any default by Tenant under this Section, or any act or omission of Tenant in connection with Hazardous Material, which indemnification shall survive the expiration or termination of this Lease.

Landlord represents to Tenant that Landlord has no actual knowledge of any Hazardous Materials in, on or under the Land or the Building in violation of any Environmental Law.

29. RELOCATION OF TENANT.

Landlord expressly reserves the right to remove Tenant from the Premises and to relocate Tenant to other space of Landlord's choosing of approximately the same dimensions and size within the Building, which other space shall be improved and decorated by Landlord at Landlord's expense. Landlord shall have the right, in Landlord's sole discretion, to use such decorations and materials from the existing Premises, or other materials so that the space in which Tenant is relocated shall be comparable in its interior design and decoration to the Premises from which Tenant is removed. Nothing herein contained shall be construed to relieve Tenant or imply that Tenant is relieved of the liability for or obligation to pay any Base Rent or any Additional Rent due by reason of the provisions of Sections 3 and 4 of this Lease, or otherwise, the provisions of which sections shall be applied to the space in which Tenant is relocated on the same basis as said provisions were applied to the Premises from which Tenant is removed. Tenant agrees that Landlord's exercise of its election to remove and relocate Tenant shall not terminate this Lease or release Tenant, in whole or in part, from Tenant's obligation to pay Rent and perform the covenants and agreements hereunder for the full Term.

30. MISCELLANEOUS.

A. Rights Cumulative. All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law.

B. Interest. In addition to other sums payable hereunder, all payments becoming due under this Lease and remaining unpaid when due shall bear interest until paid at the highest per annum rate which is at the time lawful in the State of Florida.

C. Terms. The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed.

D. Governing Law; Venue. The terms of this Lease shall be governed in accordance with Florida law. The parties agree that venue for any action arising under or as a result or in connection with this Lease shall be proper in the Circuit Court in and for Hillsborough County, Florida.

E. Binding Effect. Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant,

but also of their respective successors or assigns, provided this clause shall not permit any assignment by Tenant contrary to the provisions of Section 17 hereof.

F. Lease Contains All Terms; Interpretation. This Lease constitutes a complete and total integration of the agreement of the parties, and all antecedent agreements, promises, representations and affirmations, whether written or oral are merged herein and superseded hereby. All of the representations and obligations of Landlord are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon the Landlord unless in writing signed by Landlord or by a duly authorized agent of Landlord empowered by a written authority signed by Landlord. If any provision of this Lease or application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law. This Lease is the result of negotiations between Landlord and Tenant and therefore the language contained in this Lease shall be construed as a whole according to its fair meaning and not strictly for or against either Landlord or Tenant.

G. Delivery for Examination. Submission of the form of this Lease for examination shall not bind Landlord in any manner, and no Lease or obligations of Landlord shall arise until this instrument is signed by both Landlord and Tenant and delivery is made to each.

H. No Air Rights. No rights to any view or to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.

I. Modification of Lease. If any lender requires, as a condition to its lending funds, the repayment of which is to be secured by a mortgage or trust deed on the Land and Building, or either, that certain modifications be made to this Lease, which modifications will not require Tenant to pay any additional amounts or otherwise change materially the rights or obligations of Tenant hereunder, Tenant shall, upon Landlord's request, execute appropriate instruments effecting such modification.

J. Transfer of Landlord's Interest. Tenant acknowledges that Landlord has the unrestricted right to transfer its interest in all or any part of the Land and Building and in this Lease, and Tenant agrees that, in the event of any such transfer, Landlord shall automatically be released from all liability and obligations under this Lease from and after the date of such transfer, and Tenant agrees to look solely to such transferee (the "**Transferee**") for the performance of Landlord's obligations hereunder from and after the date of such transfer, and it will automatically be deemed and construed that the Transferee has assumed and agreed to carry out those obligations of Landlord under this Lease accruing from and after the date of such transfer. If the interests of Landlord under this Lease shall be transferred voluntarily, or by reason of foreclosure or other proceedings for enforcement of any mortgage on the Land or Building, Tenant shall, at the election of such Transferee, be bound to such Transferee for the balance of the Term hereof remaining, with the same force and effect as if the Transferee were Landlord under this Lease, and Tenant does hereby agree to attorn to the Transferee, including the mortgagee under any such mortgage if it be the Transferee, as its landlord, said attornment to

be effective and self-operative without the execution of any further instruments, upon the Transferee succeeding to the interest of Landlord under this Lease. Notwithstanding the foregoing, however, Tenant hereby agrees to execute any instrument(s) which Landlord may deem desirable to evidence said attornment by Tenant. The respective rights and obligations of Tenant and the Transferee upon such attornment, to the extent of the then remaining balance of the Term of this Lease and any such extensions and renewals, shall be and are the same as those set forth herein.

K. Prohibition Against Recording. Neither this Lease, nor any memorandum, affidavit or other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant.

L. Captions. The captions of sections and subsections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such sections or subsections.

M. Only Landlord/Tenant Relationship. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any other provisions contained in this Lease nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

N. Excuse of Landlord's Performance. Anything in this Lease to the contrary notwithstanding, Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, war like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, inability to obtain any material or service, through an act of God or any other cause reasonably beyond the control of Landlord. Landlord shall not be liable for failure to give Tenant possession in accordance with the provisions of this Lease due to any of the foregoing conditions. The time for Landlord's performance shall be extended as a result of the foregoing.

O. WAIVER OF JURY TRIAL. **LANDLORD AND TENANT HEREBY VOLUNTARILY AND KNOWINGLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER ON ALL MATTERS ARISING OUT OF THIS LEASE OR TENANT'S USE AND OCCUPANCY OF THE PREMISES.**

P. Joint and Several. If more than one party or entity comprises the "Tenant", or if Tenant is a partnership, the obligations hereunder imposed upon Tenant, and the general partners of Tenant, as the case may be, shall be joint and several.

Q. Survival. All obligations of Tenant which are or may be intended by their nature to be performed and/or complied with after the expiration or earlier termination of this Lease shall survive such expiration or termination. Express provisions herein which require or

permit survival in specific instances, or as to specific obligations, shall not be deemed a limitation upon the generality of this survival clause.

R. Time. Time is of the essence of this Lease and each and every provision hereof. Express provisions herein which make time of the essence with respect thereto shall not be deemed a limitation upon the generality of this survival clause.

S. Special Damages. Under no circumstances whatsoever shall Landlord ever be liable hereunder for consequential damages or special damages.

T. Nondisclosure of Lease Terms. Unless otherwise required by law, Tenant acknowledges and agrees that the terms of this Lease are confidential and constitute proprietary information of Landlord. Disclosure of the terms could adversely affect the ability of Landlord to negotiate other leases and impair Landlord's relationship with other tenants. Accordingly, Tenant agrees that it, and its Agents shall not intentionally or voluntarily disclose the terms and conditions of this Lease to any newspaper or other publication or any other tenant or apparent prospective tenant of the Building or the Project, without the prior written consent of Landlord, provided, however, that Tenant may disclose the terms to prospective subtenants or assignees under this Lease and may make any disclosure required by law.

31. NOTICES.

All notices and demands which may or are required to be given by either party to the other hereunder shall be in writing and shall be sent by prepaid certified United States mail, return receipt requested, or by express mail with a reputable overnight courier service, or, in the case of notices to Tenant, by personal delivery, and addressed as follows: (i) If to Tenant, either to Tenant's Address for Notices as set forth on Exhibit B attached to this Lease (or to such other place as Tenant may from time to time designate in a written notice received by Landlord) or to the Premises; (ii) If to Landlord, to Landlord's Address for Notices as set forth on Exhibit B attached to this Lease (or to such other place as Landlord may from time to time designate in a written notice to Tenant). Notices and demands sent by certified United States mail, return receipt requested, will be deemed given three (3) days after sending. Notices and demands sent by express mail with a reputable overnight courier service will be deemed given the following business day. Notices and demands delivered personally will be deemed to have been given as of the date delivery is given or attempted.

32. LIMITATION ON LANDLORD'S LIABILITY.

It is expressly understood and agreed by Tenant that none of Landlord's covenants, undertakings or agreements are made or intended as personal covenants, undertakings or agreements by Landlord, and any liability for damage or breach of nonperformance by Landlord shall be collectible only out of Landlord's interest in the Building and no personal liability is assumed by, nor at any time may be asserted against, Landlord or any of its or their members, managers, partners, officers, shareholders, heirs, legal representatives, successors and/or assigns, all such liability, if any, being expressly waived and released by Tenant.

33. RENEWAL OPTION.

A. Provided Tenant is not in default under this Lease beyond any applicable cure period, Tenant will have the option (the “**Renewal Option**”) of extending the term of this Lease for two (2) additional term(s) of five (5) years each (each a “**Renewal Term**”) by notifying Landlord in writing of its intention to exercise the Renewal Option (the “**Renewal Notice**”) no earlier than nine (9) months and no later than six (6) months prior to the expiration of the initial term of this Lease or the preceding Renewal Term as the case may be, time being of the essence. The Renewal Option is personal to the initial Tenant named in this Lease and shall automatically terminate and be of no further force and effect upon Tenant’s assignment, or deemed assignment, of this Lease as provided in Section 17 hereof. The terms and conditions of the Renewal Term will be as follows:

(1) The Renewal Term will commence (the “**Renewal Term Commencement Date**”) immediately upon the expiration of the preceding term and shall expire at midnight on the last day of the sixtieth (60th) calendar month thereafter.

(2) The annual Base Rent for the first twelve (12) months of the Renewal Term will be an amount equal to the Market Rate (as defined in Subsection B below).

(3) Except as modified by this Section, all provisions of, and payments under, this Lease will be equally applicable during the Renewal Term.



B. The term “**Market Rate**” shall mean the amount of annual base rent a tenant in an arms-length transaction would pay for comparable space in the Building (excluding allowances, abatements and all other concessions) for each twelve (12) month period occurring during the Renewal Term, or if no figures are available, then for comparable space within the East Tampa/I-75 corridor submarket for lease transactions entered into within the preceding twelve (12) month period. Notwithstanding the above, however, in no event shall the Market Rate for the first twelve (12) months of the Renewal Term (or for any subsequent twelve (12) month period) ever be less than the annual Base Rent payable under this Lease for the last twelve (12) months of the initial Term or the preceding Renewal Term, as the case may be, and the above limitation shall be applicable whether or not Market Rate is determined with or without resorting to the arbitration procedure discussed in more detail below. In the event that Landlord and Tenant, acting reasonably and in good faith, cannot mutually agree as to the Market Rate for each twelve (12) month period occurring during the Renewal Term within sixty (60) days of Landlord’s receipt of the Renewal Notice, then, and in that event, the parties agree to submit the matter to arbitration. Such arbitration shall be conducted as follows: Within ten (10) days of delivery of written notice from either party to the other of its intention to arbitrate this matter, the parties shall mutually select an MAI real estate appraiser licensed within the State of Florida for a minimum of five (5) years and having at least five (5) years’ experience with respect to office leasing within the East Tampa/I-75 corridor submarket for lease transactions entered into within the preceding twelve (12) month period, and recognized as ethical and reputable within his or her field. Each party shall present their respective opinions of the Market Rent to the arbitrator within fifteen (15) days of the arbitrator’s appointment. Based upon the standards set forth in this Subsection B above, within fifteen (15) days of the last of the parties to present its opinion of the Market Rent to the arbitrator, the arbitrator shall select either one of the other parties’ opinion of the Market Rent for each twelve (12) month period in dispute. In arriving at the individual determinations of Market Rate, the arbitrator must consider the standards set forth above. The decisions of the arbitrator shall be binding and the expense of the arbitrator shall be shared equally between Landlord and Tenant.

34. PARKING.

A. Generally. As long as Tenant is not in default under this Lease, Landlord will provide Tenant with unassigned, nonexclusive parking spaces in the area designated by Landlord for parking (the “**Parking Area**”) (which Landlord may from time to time make available) for the number of parking spaces set forth on Exhibit B attached hereto, which is calculated based on five (5) parking spaces for each 1,000 rentable square feet leased. Such parking spaces may be used only by principals, employees, invitees and agents of Tenant.

B. Conditions. Tenant's right to use, and its right to permit its principals, employees, invitees and agents to use, the Parking Area are subject to the following conditions: (i) Landlord has made no representations or warranties with respect to the Parking Area, the number of spaces located therein or access thereto; (ii) Landlord reserves the right to reduce the number of spaces in the Parking Area and/or rearrange the designation of any spaces (to the extent so designated) and/or change access thereto and/or alter the methods used to control parking and to establish such controls and rules and regulations regarding parking that Landlord may deem desirable (with Landlord having the right to tow or otherwise remove vehicles improperly parked, blocking ingress or egress lanes, or violating parking rules, at the expense of

the offending tenant and/or owner of the vehicle), and none of the foregoing shall entitle Tenant to and claim against Landlord or to any abatement of Rent (or any part thereof); (iii) Landlord has no obligation to provide a parking lot attendant or security and Landlord shall have no liability on account of any theft, loss or damage to any vehicle or the contents thereof, or injury (including death) to person(s), Tenant hereby agreeing to bear the risk for same and to indemnify Landlord for claims and/or awards made against Landlord in connection with the use of the Parking Area by Tenant and/or its principals employees, invitees, agents and/or any other party under any such parties' control; (iv) Tenant, its principals, employees, invitees and agents shall park their automobiles and other vehicles only where and as designated from time to time by Landlord at the Parking Area; and (v) if and when so requested by Landlord, Tenant shall furnish Landlord with the license numbers of any vehicles of Tenant, its principals, employees, invitees and agents.

C. Compliance. Tenant agrees to comply with all reasonable measures established by Landlord for purposes of calculating and monitoring Tenant's parking usage, including, without limitation, the use of parking decals for all of Tenant's employees. In the event Landlord reasonably determines Tenant is using more than five (5) parking spaces for each 1,000 rentable square feet leased, Landlord shall notify Tenant of such excess usage and Tenant shall initiate measures to cause Tenant to immediately comply with such parking usage limitations in a reasonable amount of time, but under no circumstances more than seven (7) days, failing which Tenant shall be in default of this Lease.

### 35. RIGHT OF FIRST REFUSAL.

A. Subject to any and all rights of tenants and/or any other parties as of the date this Lease becomes fully executed, during the initial term only of this Lease (subject to the limitations set forth below and, also, expressly excluding the Renewal Term) and provided Tenant is not then in default under this Lease beyond the expiration of any applicable notice and cure periods, Landlord hereby grants Tenant a right of first refusal (the "**First Refusal Right**") to lease all or a portion of Suite 200 (the "**Right of First Refusal Space**"), as shown on Exhibit D attached to this Lease pursuant to the terms set forth in this Section 35. The First Right of Refusal is personal to the initial Tenant named in this Lease and shall automatically terminate and be of no further force and effect upon Tenant's assignment, or deemed assignment, of this Lease as provided in Section 17 hereof.

B. In the event a prospective tenant makes a bona fide arms-length offer (the "**Offer**") to lease or occupy all or any portion of the Right of First Refusal Space which Landlord desires to accept, then, in such event, Landlord shall send Tenant a written notice setting forth the material business terms of the Offer ("**Landlords Offer Notice**"). Upon receipt of Landlord's Offer Notice, Tenant shall have five (5) business days in which to exercise its First Refusal Right by sending Landlord a written notice ("**Tenant's Acceptance Notice**") stating that Tenant is exercising its First Refusal Right with respect to that portion of the Right of First Refusal Space which is the subject of the Offer (the "**Accepted Space**"), time being of the essence. If Tenant fails to send Tenant's Acceptance Notice within such five (5) business day period, Tenant's rights to exercise its First Refusal Right with respect to the space identified in the Landlord's Offer Notice shall be forever null and void.

C. If Tenant timely and properly exercises its First Refusal Right, then Landlord shall prepare, and the parties shall promptly execute, a formal document by which the Accepted Space becomes part of the Premises upon the terms and conditions contained in the Offer, subject only to the following:

(1) The term of the lease for the Accepted Space, the base rent and additional rent, and Tenant's proportionate share of Taxes and Operating Expenses for the Accepted Space shall be as set forth in the Offer.

(2) The base rent for the Accepted Space shall commence (the "**Accepted Space Commencement Date**") upon the earlier of (1) the date specified in the Offer, or (2) the date that is sixty (60) days following the date upon which Tenant delivered the Tenant's Acceptance Notice.

(3) All other terms and conditions contained in this Lease, as amended, shall be equally applicable to the Accepted Space, except that Tenant shall not be entitled to any improvements to the Accepted Space, any tenant improvement allowance, any rent abatement or any other concession or to any renewal options or rights of first refusal, other than provided in the Offer.

Without limiting any other provision of this Lease making time of the essence, time is of the essence of this Section 36 and each and every provision hereof.

36. EFFECTIVE DATE.

The parties hereby acknowledge and agree that this Lease shall be effective only upon the signing and the unconditional delivery to the other by both Landlord and Tenant.

37. RADON.

RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

38. OFAC.

Tenant represents to Landlord that (i) Tenant is not, and shall not during the Term become, a person or entity with whom Landlord is restricted from doing business with under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the USA Patriot Act) and Executive Order Number 13224 on terrorism financing, effective September 24, 2001, and regulations promulgated pursuant thereto, including without limitation, persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List (collectively, "**Prohibited Persons**"); and (b) Tenant is not currently engaged in any transactions or dealings, or otherwise associated with, and prohibited persons in

connection with the use or occupancy of the Premises. Tenant will not in the future during the Term engage in any transactions or dealings, or be otherwise associated with, any prohibited persons in connection with the use or occupancy of the Premises.

39. SIGNAGE.

Landlord, at its sole cost and expense, shall provide Tenant with Building-standard signage on the Building directory, adjacent to the entrance to the Premises and way-finding signage to Tenant's suite (as mutually agreed by Landlord and Tenant).

40. DISCLAIMER REGARDING SECURITY.

Tenant acknowledges that even if Landlord installs and operates security cameras, key card access systems, or other security equipment and/or provides manned security or any other services that could be construed as being intended to enhance security, Landlord shall have no obligation or liability to Tenant or any of the Tenant Parties or to any other person for any damage, claim, loss or liability related to any claim that Landlord had a duty to provide security or control access, or that the equipment or services provided by Landlord were inadequate, inoperative or otherwise failed to adequately control access or provide adequate security. Any such claim made against Landlord by any Tenant Party shall be subject to the provisions of Section 14 above.

41. COUNTERPARTS.

This Lease may be executed in several counterparts each of which when executed and delivered is an original, but all of which together shall constitute one instrument.

42. FORCE MAJEURE.

Except with respect to Tenant's payment of Rent, Landlord and Tenant shall not be chargeable with, liable for, or responsible to the other for anything or in any amount for any failure to perform or delay caused by: fire; earthquake; explosion; flood; hurricane; the elements; acts of God or the public enemy; actions, restrictions, governmental authorities (permitting or inspection), governmental regulation of the sale of materials or supplies or the transportation thereof; war; invasion; insurrection; rebellion; riots; strikes or lockouts, inability to obtain necessary materials, goods, equipment, services, utilities or labor; or any other cause whether similar or dissimilar to the foregoing which is beyond the reasonable control of such party; and any such failure or delay due to said causes or any of them shall not be deemed to be a breach of or default in the performance of this Lease.

43. TENANT'S RIGHT TO TERMINATE.

Tenant represents and warrants to Landlord that Tenant's financial ability to pay the Base Rent required by this Lease during any fiscal year of Tenant is fully dependent upon Tenant being granted an appropriation of funds by the U.S. Department of Labor, Department of Health and Human Services and the State of Florida (collectively, the "**Granting Agency**") for each such fiscal year. Provided that (a) such representation and warranty remains true and correct, and (b) Tenant receives a major (i.e., more than 50%) decrease in funding from the Granting

Agency for any such fiscal year (collectively, the “**Termination Contingencies**”) whereby Tenant is unable to pay the Base Rent required by this Lease for the applicable fiscal year , then Tenant shall have the right to terminate this Lease effective one hundred twenty (120) days after the date Tenant provides Landlord with written notice of such termination. Tenant’s termination notice must be accompanied by a written certification signed by the chief financial officer of Tenant that all of the Termination Contingencies have been satisfied.

*[The remainder of this page intentionally left blank]*

IN WITNESS of the foregoing, Landlord and Tenant have signed this Lease as of the date first written above.

WITNESSES:

TENANT:

TAMPA BAY WORKFORCE ALLIANCE,  
INC., a Florida not for profit corporation

Sheila Doyle Sheila Doyle  
Anna Munro Anna Munro  
As to Tenant

By: [Signature]  
Name: Benjamin Ham  
Title: Board Chair  
Fed. I.D. No.: 59-8655316

WITNESSES:

LANDLORD:

B&L Investments Interstate LLC,  
a Florida limited liability company

By: ICC Manager LLC,  
a Florida limited liability company,  
its Manager

Henry Brennan Henry Brennan  
Tina Brennan Tina Brennan  
As to Landlord

By: [Signature]  
Name: BRAD LAGER  
Title: MANAGER

**EXHIBIT A**

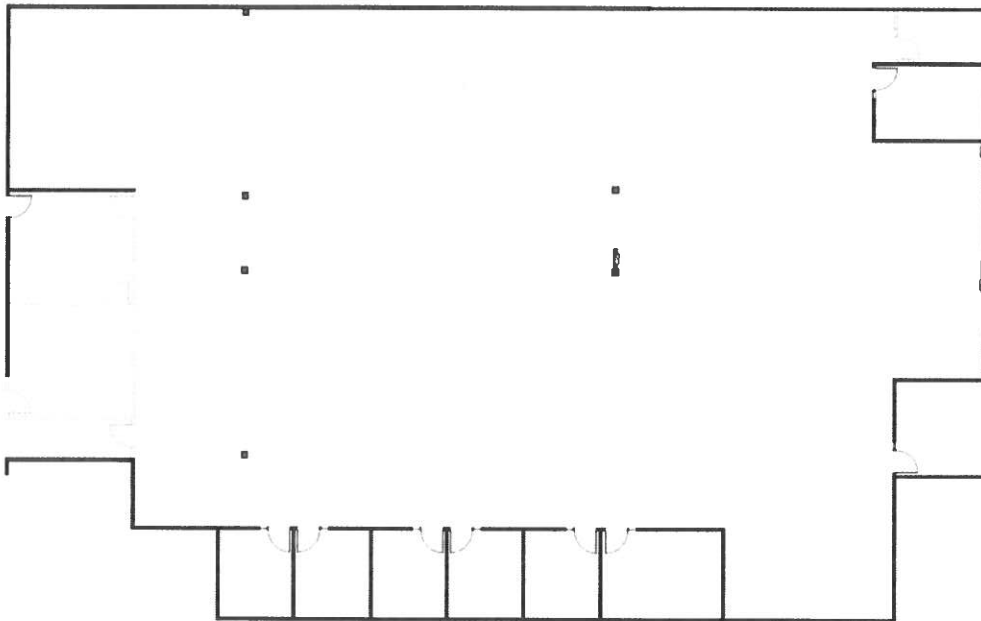
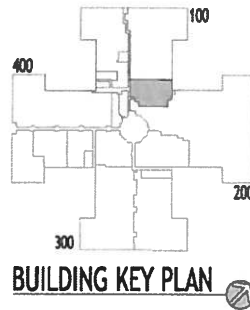
**PLAN OF PREMISES**

# CAREER SOURCE

6302 Corporate Center - Suite 120  
6302 E Martin Luter King Jr Blvd  
Tampa FL 33619

Project #: C20.214.30  
Date: Revised 11.20.20

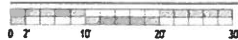
11,181 RSF



**Wall Legend**

	EXISTING PARTITION TO REMAIN
	EXISTING TO BE DEMOLISHED

## DEMOLITION PLAN



**EXHIBIT A-1**

**LAND LEGAL DESCRIPTION**

**INTERSTATE CORPORATE CENTER**

6302 East Martin Luther King Boulevard  
Tampa, Florida 33619

**PARCEL I:**

That certain portion of Sections 2 and 3, Township 29 South, Range 19 East, Hillsborough County, Florida, being further described as follows:

Beginning at a point found by measuring from the Southeast corner of Section 3, Township 29 South, Range 19 East, Hillsborough County, Florida; North 0° 01' 00" West along the East line of said Section, 191.31 feet to a point in the Northwestern right-of-way and limited access line of State Road No. 400 (Interstate 4) in Section 10190-2413, the above mentioned Point of Beginning; thence along said line of the Interstate system by the following courses: South 61° 14'56" West, 100.25 feet; South 68° 24'46" West, 124.71 feet; South 82° 44'26" West, 70.29 feet; thence leaving the Interstate right of way, North 34° 47'55" West, 167.61 feet to an intersection with the East line of the South 295.00 feet of the West 295.00 feet of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 3; thence along the boundary of said tract by the following courses: North 00° 00'58" West, 68.50 feet; South 89° 54'16" West, 320.00 feet; thence South 0° 00'58" East, 242.00 feet to an intersection with said Interstate right-of-way system (limited access restrictions having terminated); thence along said right-of-way South 89° 54'16" West, 80.00 feet to a point; thence North 0° 00'58" West, 351.42 feet to point of curvature; thence along a curve to the left having a radius of 250 feet, an arc length of 102.39 feet (chord of North 11° 44'56" West, 101.67 feet) to a point of tangency; thence North 23° 28'54" West, 66.77 feet to a point of curvature; thence along a curve to the right having a radius of 275.00 feet, an arc length of 112.63 feet (chord bearing of North 11° 44'56" West, 111.84 feet) to a point of tangency; thence North 0° 00'58" West, 158.03 feet to a point; thence South 89° 59'02" West, 67.00 feet to a point; thence North 0° 00'58" West, 335.00 feet to a point; thence North 89° 59'02" East, 67.00 feet to a point; thence North 0° 00'58" West, 136.00 feet to a point 25 feet South of the centerline of Chelsea Street; thence parallel to and 25 feet South of the centerline of Chelsea Street the following courses: South 89° 57'08" East, 839.16 feet; South 89° 52'33" East, 662.68 feet to the East line of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 2, Township 29 South, Range 19 East, Hillsborough County, Florida; thence South 0° 00'56" East, along said line 321.00 feet to a point; thence North 89° 52'32" West, 362.64 feet to a point; thence South 55° 12'05" West, 39.42 feet to a point; thence South 03° 28'34" West, 400.93 feet to a point; thence South 34° 47'55" East, 205.16 feet to the Northwestern right-of-way and limited access line of said Interstate; thence South 61° 14'56" West, along said line 410.86 feet to the above mentioned Point of Beginning.



PARCEL II:

That certain portion of Section 3, Township 29 South, Range 19 East, Hillsborough County, Florida, being further described as follows:

Beginning at a point found by measuring from the Southeast corner of Section 3, Township 29 South, Range 19 East, Hillsborough County, Florida; thence North 00° 01'00" West along the East line of said Section, 191.31 feet to a point in the Northwesternly right-of-way and limited access line of State Road No. 400 (Interstate 4) in Section 10190-2413; thence along said line of the Interstate system by the following courses: South 61° 14'56" West, 100.25 feet; South 68° 24'46" West, 124.71 feet; South 82° 44'26" West, 124.71 feet; South 89° 54'16" West, 336.58 feet; South 00° 00'58" East, 29.00 feet; South 89° 54'16" West, 105.00 feet to the Point of Beginning; thence North 00° 00'58" West, 351.42 feet to a point of curvature; thence along a curve to the left having a radius of 250 feet an arc length of 102.39 feet (chord of North 11° 44'56" West, 101.67 feet) to a point of tangency; thence North 23° 28'54" West, 66.77 feet to a point of curvature; thence along a curve to the right having a radius of 275.00 feet, an arc length of 112.63 feet (chord of North 11° 44'56" West, 111.84 feet) to a point of tangency; thence North 00° 00'58" West, 158.03 feet to a point; thence South 89° 59'02" West, 67.00 feet to a point; thence North 00° 00'58" West, 335.00 feet to a point; thence North 89° 59'02" East, 67.00 feet to a point; thence North 00° 00'58" West, 136.00 feet to a point 25 feet South of the centerline of Chelsea Street; thence parallel to and 25 feet South of the centerline of Chelsea Street, North 89° 57'08" West, 489.17 feet to a point in the West line of the Southeast 1/4 of the Southeast 1/4 of said Section 3; thence along said line, South 00° 00'58" East, 1272.07 feet to a point in the North right-of-way line of Buffalo Avenue; thence along the right-of-way of Buffalo Avenue the following courses: North 89° 54'16" East, 383.35 feet; North 00° 05'44" West, 20.00 feet; North 89° 54'16" East, 175.85 feet to the Point of Beginning.

PARCEL III:

That certain portion of Section 3, Township 29 South, Range 19 East, Hillsborough County, Florida, being further described as follows:

Beginning at a point found by measuring from the Southeast corner of Section 3, Township 29 South, Range 19 East, Hillsborough County, Florida; thence North 00° 01'00" West along the East line of said Section, 191.31 feet to a point in the Northwesternly right-of-way and limited access line of State Road No. 400 (Interstate 4) in Section 10190-2413; thence along said line of the Interstate system by the following courses: South 61° 14'56" West, 100.25 feet; South 68° 24'46" West, 124.71 feet; South 82° 44'26" West, 124.71 feet; South 89° 54'16" West, 336.58 feet to a point in the West line of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 3; said point being the Point of Beginning; thence along said line North 0° 00'58" West, 213.00 feet to a point; thence South 89° 54'16" West, 25.00 feet to a point; thence South 0° 00'58" East, 242.00 feet to a point in the North line of Buffalo Avenue; thence along the North line of Buffalo Avenue North 89° 54'16" East, 25.00 feet to a point; thence North 0° 00'58" West, 29.00 feet to the Point of Beginning.

PARCEL V:

That certain portion of Section 2, Township 29 South, Range 19 East, Hillsborough County, Florida, being further described as follows:

Beginning at a point found by measuring from the Southeast corner of Section 3, Township 29 South, Range 19 East, Hillsborough County, Florida; North  $00^{\circ} 01'00''$  West along the East line of said Section, 191.31 feet to a point in the Northwestern right-of-way and limited access line of State Road No. 400 (Interstate 4) in Section 10190-2413; thence along said line of the Interstate system, North  $61^{\circ} 14'56''$  East, 410.86 feet to the Point of Beginning; thence continuing along the Interstate 4 right-of-way; North  $61^{\circ} 14'56''$  East, 344.87 feet to the East line of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 2, Township 29 South, Range 19 East; thence North  $00^{\circ} 00'56''$  West, along said line, 424.49 feet to a point; thence North  $89^{\circ} 52'32''$  West, 362.64 feet to a point; thence South  $55^{\circ} 12'05''$  West, 39.42 feet to a point; thence South  $03^{\circ} 28'34''$  West, 400.93 feet to a point; thence South  $34^{\circ} 47'55''$  East, 205.16 feet to the Point of Beginning.

## **EXHIBIT A-2**

### **LANDLORD'S WORK**

Landlord shall perform the work in the Premises (the "**Landlord's Work**") depicted on the space plan attached hereto as Exhibit A-3 (the "**Space Plan**") and the construction costs estimate attached hereto as Exhibit A-4, using Building-standard materials and Existing Reusable Improvements, including paying for any and all construction management fees, architect's fees, construction documents, permits, and other so-called soft costs arising from the Landlord's Work. The term "**Existing Reusable Improvements**" means existing ceiling tiles and grids, light fixtures, electrical outlets, partitions, interior doors, hardware, window blinds and other existing elements of the Premises that can be incorporated into Landlord's Work. The Landlord's Work shall not include, however, Tenant's cabling or low voltage wiring, furniture, trade fixtures, moving expenses or similar costs attributable to Tenant. Landlord shall cause its architect to prepare plans and specifications for the Landlord's Work (the "**Plans and Specifications**") and shall provide Tenant with the Plans and Specifications for Tenant's review. Within ten (10) days after Tenant's receipt of the Plans and Specifications, Tenant shall provide Landlord with written notice of (a) any patent corrections needed to the Plans and Specifications in order to make them consistent with the Space Plan (the "**Corrections**"), and (b) any changes, additions or modifications to the Space Plan and the Plans and Specifications requested by Tenant (the "**Tenant Requested Changes**"). If Tenant fails to timely provide Landlord with such notice, the Plans and Specifications shall be deemed approved by Tenant. Any Tenant Requested Changes shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld unless the Building structure, roof, systems or appearance are impacted. Landlord shall determine the amount by which the Tenant Requested Changes that are approved by Landlord would cause the cost of the Landlord's Work to exceed the cost of performing the Landlord's Work depicted in the initial Plans and Specifications, as modified to incorporate the Corrections (the "**Excess Cost**"). Tenant shall then have ten (10) days to notify Landlord in writing if Tenant agrees to pay the Excess Cost, failing which the Plans and Specifications, as modified to incorporate any Corrections, shall be deemed approved by Tenant. Tenant shall be responsible for any further increases in the cost of the Landlord's Work resulting from a change order requested by Tenant and approved by Landlord (a "**Change Order**").

The commencement of the Landlord's Work shall begin within a reasonable time after Tenant's approval, or deemed approval, of the Plans and Specifications, but subject to Landlord's receipt of all required governmental permits, licenses and approvals. Upon the completion of the Landlord's Work, Landlord shall submit an invoice to Tenant for the portion of the Excess Cost and the cost of any Change Order(s) that Tenant is obligated to pay in accordance with the preceding paragraph, if any. Such invoice amount shall be due and payable within thirty (30) days and shall constitute additional rent.

Tenant hereby acknowledges and agrees that, except solely for the Landlord's Work, Landlord is not responsible for any construction or alterations to the Premises and, in this regard, except for the Landlord's Work, Tenant is otherwise taking the Premises in "AS IS" condition.

When the Landlord's Work is Substantially Completed (as that term is defined in Section 5.C. of the Lease), Landlord shall notify Tenant and, upon the giving of such notice, it shall be

conclusively presumed that the Landlord's Work is in satisfactory condition in all respects and has been accepted by Tenant in "AS IS" condition (except for minor "punch-list" items to which Tenant has given written notice to Landlord within five (5) days after Landlord notifies Tenant of that the Landlord's Work is Substantially Completed).

Landlord shall provide Tenant with access to the Premises at least thirty (30) days prior to the Commencement Date for purposes of Tenant's installation of its furniture, fixtures, equipment and low voltage cabling. Such early access shall be conducted and coordinated by Tenant in such a manner as to not delay Landlord's substantial completion of the Landlord's Work and shall be subject to all of the terms and conditions of the Lease other than those with respect to the payment of Rent.

Time is of the essence of this Exhibit and each and every provision hereof.

## EXHIBIT A-3

### SPACE PLAN

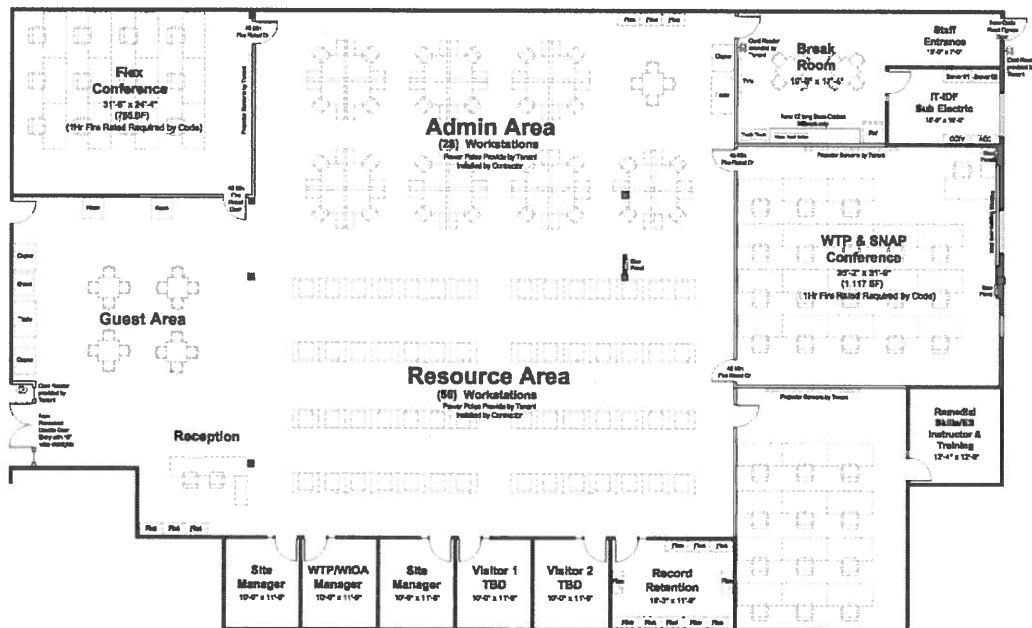
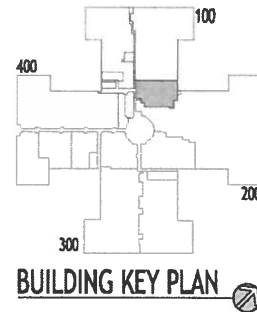
# CAREER SOURCE

6302 Corporate Center - Suite 120  
6302 E Martin Luther King Jr Blvd  
Tampa FL 33619

Project #: C20.214.30

Date: Revised 11.20.20

11,181 RSF



#### Wall Legend

Existing Partition to Remain
New Blue Standard Interior Partition

#### SCHEMATIC PLAN



#### FINISH SPECS:

NOTE: THE FOLLOWING LIMITED FINISH SPECS ARE FOR PRICING. FINAL INSTALLATION DETAILS TO BE PROVIDED BY TENANT.

LVT FLOORING	TARGET, SILVER GRE T20-817 LOCATION THROUGHOUT EXCEPT WHERE CARPET IS SPECIFIED
CARPET	SHAW CONTRACT, STALL 5018, TEMPT TILE, COLOR LURE 18585 LOCATION CONFERENCE, CLASSROOMS AND OFFICES
PAINT	SHERWIN WILLIAMS, COLOR REFLECTION SW 7661 LOCATION THROUGHOUT, VERIFY WITH TENANT
BASE	TARGET, 28 MEDIUM GRE LOCATION THROUGHOUT, VERIFY WITH TENANT
LANDSCAPE	WILSONART STANDARD COLORS, CLOUD NEBULA 4830 LOCATION COUNTERTOPS AND WALLGRIP, VERIFY WITH TENANT

## EXHIBIT A-4

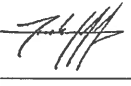
### CONSTRUCTION COSTS ESTIMATE



CONTRACTING GROUP INC.  
TAMPA + MIAMI + ORLANDO + JACKSONVILLE  
3903 Northdale Blvd. #100E, Tampa, FL 33624  
Phone: 813-962.8333

Project Name:	Career Source Suite 120	Estimate:	December 1, 2020
Building Management Firm:	CBRE	Usable Sf:	10987
Building Contact:	Roxanne Kemp		
Project Location:	6032 E Dr MLK Blvd		
Architect Firm:	Tampa, FL		
	xxx		

DESCRIPTION	QTY	UNIT	COST	CODE	AMOUNT	
Division 1 - General Conditions						\$15,916.76
Supervision	6	wk		110		
Project Manager	6	wk		110		
Travel/Fuel	6	wk		154		
Permit Fees		allowance		135		
Final Clean	10987	sf		920		
General Labor		ft		181		
Division 2- Demolition						\$7,015.68
Trash Containers	2	ea		197		
Remove Vinyl Base Throughout		bld		920		
Acoustical Ceiling		bld		920		
VCT Flooring	194	sf		920		
Flooring	10987	sf		920		
Division 8-Doors & Windows						\$8,175.00
Interior Doors	6	ea		800		
Hollow Metal Doors	1	ea		801		
Interior Jamb	6	ea		800		
Exterior Hollow Metal Jamb	1	ea		800		
Panic Device For Exterior Entrance	1	ea		800		
Supply Cylindrical Hardware	6	ea		800		
Closures	6	ea		800		
Finish Hardware		bld		800		
Install Doors	7	ea		920		
Install Jamb	7	ea		920		
Install Hardware	7	ea		920		
Tax		bld		800		
Division 5-Finishes						\$88,227.00
Drywall:						\$28,675.00
Demising Partitions	160	lf		920		
Provide & Install Insulation		bld		920		
Cut & Frame New Door Opening	8	ea		920		
Blocking		bld		920		
Floor Protection/Visquin Barriers/ Equipment Rental		bld		181		
Phone Board 8"x4"	1	ea		920		
Patch & Repair Drywall After Demo		bld		920		
Patch & Repair Drywall General Areas		bld		920		
Painting/Wallcovering:						\$10,335.00
Paint Partitions		bld		920		
Paint Jamb	17	ea		920		
Ceiling:						\$12,445.00
Patch & Repair Ceiling		bld		940		
Flooring:						\$36,772.00
New Carpet Tiles	1177	sy		980		
Vinyl Base	1320	lf		980		
LVT	828	sf		980		
Minor Floor Prep		bld		980		

DESCRIPTION	QTY	UNIT	COST	CODE	AMOUNT
Division 15-Mechanical					\$59,655.00
HVAC					\$48,700.00
New Supply Air 2x2 Diffusers		bid		1520	
New Return Air Diffusers		bid		1520	
Relocate Diffusers		bid		1520	
A/C Units (15 Ton Unit)		bid		1520	
New T-Stats (2)		bid		1520	
Certified Test & Balance		bid		1520	
Demo Misc. Ductwork		bid		1520	
Roofing for HVAC		bid		1520	
Structural Steel for HVAC		bid		1520	
Fire Safety:					\$10,955.00
Relocate Fire Sprinkler	11100	sf		1530	
New Fire Alarm/Strobes		allowance		1600	
Fire Extinguishers	2	ea		1540	
Fire Extinguisher Cabinets	2	ea		1540	
Division 16-Electrical					\$57,910.00
Duplex Receptacles	8	ea		1600	
Duplex Receptacles	25	ea		1600	
Duplex Receptacles	26	ea		1600	
GFI Receptacles	3	ea		1600	
Duplex Receptacles	5	ea		1600	
Arlington Boxes	3	ea		1600	
L6-30R	2	ea		1600	
RTU Hook Up	1	ea		1600	
Refeed Existing RTU	2	ea		1600	
Data/ Com Chase	35	ea		1600	
Tels/Data Ground & Service Feeder		bid		1600	
Controls Supplied & Installed		bid		1600	
Power Branch Circuitry		bid		1600	
Lighting Branch Circuitry		bid		1600	
Fire Alarm Stub Ups	18	ea		1600	
Emergency Lights	16	ea		1600	
Relocate Light Fixtures	35	ea		1600	
Standard Exit Lights	7	ea		1600	
Furniture Feeds	21	ea		1600	
Demo Of Existing Devices		bid		1600	
SUBTOTAL					\$236,899.44
OVERHEAD/PROFIT	8.00%				\$18,951.96
INSURANCE	2.00%			101	\$4,221.55
TOTAL COST					\$260,072.94
cost per square foot					\$23.67
					
QUALIFICATIONS					
Tenant Requested Improvements Amortized Through Lease					
#1: Provide & Install Breakroom Cabinets - Approx 13 LF		add			\$4,075.00
#2: Provide Recessed Entry & Cased Openings, Install New Entry Door & Glass		add			\$7,938.00
Total Cost Of Additional Improvements					\$12,013.00

## **EXHIBIT B**

### **BASIC LEASE TERMS**

Tenant:	TAMPA BAY WORKFORCE ALLIANCE, INC., a Florida not for profit corporation
Location of Premises:	11,181 rentable square feet located within the Building (Interstate Corporate Center), as shown in the plan attached as <u>Exhibit A</u> (and commonly referred to as Suite 120).
Term:	Sixty-four (64) months commencing upon the Commencement Date.
Commencement Date:	The date determined pursuant to Section 5 of this Lease and further defined on Schedule "1" attached hereto and made a part hereof.
Termination Date:	Sixty-four (64) months following the Commencement Date and further defined on Schedule "1" attached hereto and made a part hereof.
Tax Base Period:	Calendar year 2020.
Operating Expense Base Period:	Calendar year 2020.
Base Rent Payment Per Annum:	<p>Months one (1) through four (4) following the Commencement Date: Base Rent shall be abated, but Tenant shall be responsible for the payment electrical service and janitorial service as provided in Section 8.A. of the Lease.</p> <p>Months five (5) through twelve (12) following the Commencement Date: \$15,057.08 per month (\$16.16 per rentable square foot per annum).</p> <p>Months thirteen (13) through twenty-four (24) following the Commencement Date: \$15,504.32per month (\$16.64 per rentable square foot per annum).</p> <p>Months twenty-five (25) through thirty-six (36) following the Commencement Date: \$15,970.20 per month (\$17.14 per rentable square foot per annum).</p> <p>Months thirty-seven (37) through forty-eight (48) following the Commencement Date: \$16,445.39 per month (\$17.65 per rentable square foot per annum).</p>



Months forty-nine (49) through sixty (60) following the Commencement Date: \$16,939.22 per month (\$18.18 per rentable square foot per annum).

Months sixty-one (61) through sixty-four (64) following the Commencement Date: \$17,451.68 per month (\$18.73 per rentable square foot per annum).

Rentable Area of the Premises:	Approximately 11,181 rentable square feet
Tenant's Proportionate Share:	3.24%
Type of Use:	General office use.
Broker:	Tenant's Broker: Savills, Inc. Landlord's Broker: CBRE
Security Deposit	None
Prepaid First Month's Base Rent:	\$15.057.08 (including all applicable sales or use tax)
Land:	The property described on <u>Exhibit A-1</u> as same may be increased or decreased by Landlord from time to time.
Tenant's Address for Notices:	4902 Eisenhower Blvd. Suite 250 Tampa, Florida 33634 Attn: Sheila Doyle, CFO
Landlord's Address for Notice:	B&L Investments Interstate LLC 4308 W. Robin Lane Tampa, FL 33609 Attn: Brad C. Luger
Number of Parking Spaces:	Fifty-six (56) unreserved parking spaces (based on five (5) spaces per 1,000 rentable square feet in the Premises)

## **EXHIBIT B-1**

### **USE AND OPERATION**

1. Subject to, in accordance with, and to the extent permitted by, all rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities, the Fire Insurance Rating Organization, Board of Fire Insurance Underwriters and/or other similar bodies having jurisdiction thereof, and the Certificate of Occupancy for the Building (if any), Tenant covenants and agrees that it shall use the Premises solely as and for general office uses in connection with that certain type of office identified on Exhibit B attached to this Lease. The Premises shall be used for no other purpose, Tenant hereby acknowledging that Landlord has made no representation or warranty as to whether such use(s) are permitted, or whether the Premises may be lawfully occupied and used for the uses described in this sentence, or whether the Premises are suitable for such use(s).

2. Tenant covenants that Tenant will not use or suffer or permit any person to use the Premises for any unlawful purpose. Tenant covenants that Tenant will obtain and maintain, at Tenant's sole cost and expense, all licenses and permits from any and all governmental authorities having jurisdiction of the Premises which may be necessary for the conduct of Tenant's business thereon including, without limitation, a Certificate of Occupancy. Tenant's use of the Premises shall be subject to, and conditioned upon, procuring, maintaining and complying with such licenses and permits, but Tenant's failure to procure, maintain or comply with such licenses or permits shall not relieve or release Tenant from any of its obligations or liabilities under this Lease. Tenant further covenants to comply with and be solely responsible for compliance with all applicable laws, resolutions, codes, rules and regulations of any department, bureau, agency or any governmental (as well as quasi-governmental) authority having jurisdiction over the operation, occupancy, maintenance and use of the Premises for the purpose set forth herein (including, without limitation, The Americans With Disabilities Act). Tenant will indemnify and save Landlord harmless from and against any and all claims, penalties, fines, judgments, loss, damage or expense imposed by reason of a violation of any applicable law or ordinance or the rules and regulations of governmental (as well as quasi-governmental) authorities having jurisdiction thereof relating to Tenant's use, operation and/or occupancy, which indemnity shall survive the termination or expiration of this Lease. Notwithstanding the foregoing, Landlord represents and warrants to Tenant that Landlord has received no notice that the Building does not comply with any applicable law, resolution, code, rule and regulation of any department, bureau, agency or any governmental (as well as quasi-governmental) authority having jurisdiction over the Building, including, without limitation, The Americans With Disabilities Act.

3. Tenant, recognizing that the Building is located in an area of Tampa, Florida with first class office buildings, further covenants and agrees that Tenant shall, at Tenant's sole cost and expense:

(a) keep the Premises clean and orderly, remove all rubbish and other debris from the Premises to such location as may be specified by Landlord from time to time and under conditions approved by Landlord;

(b) keep, to the reasonable satisfaction of Landlord, the Premises free from vermin, rats, mice and insects, and, if so required by Landlord either prior to the opening of the Premises for business or at any time thereafter, obtain and maintain a service contract, with a

person or company approved by Landlord (which approval shall not be unreasonably withheld or delayed), for the extermination of vermin, rats, mice and insects in and about the Premises, such service contract and all renewals or replacements thereof to be in form reasonably approved by Landlord, and a copy thereof to be delivered to Landlord prior to the opening of the Premises for business or, in the case of renewal or replacement contracts, prior to the termination or expiration of the prior contract;

(c) obey and observe (and compel its officers, employees, contractors, licensees, invitees, subtenants, concessionaires and all others doing business with it, to obey and observe), at Tenant's sole cost and expense, all rules and regulations established by Landlord from time to time for the conduct of Tenant and/or for the welfare of the Building, but Landlord shall, except in case of emergency, give Tenant at least five (5) days' notice of the establishment thereof and

(d) never place a load on any floor in the Premises exceeding the floor load per square foot that such floor was designed to carry or that is not allowed by law.

## **EXHIBIT C**

### **RULES AND REGULATIONS**

Tenant covenants and agrees to keep and observe the following rules and regulations concerning the Building and the Premises. Landlord shall have the right from time to time to prescribe additional rules and regulations or amendments to existing rules and regulations which, in its judgment, may be desirable for the use, entry, operation and management of the Premises and Building, each of which additional rules and regulations or amendments shall become a part of this Lease. Tenant shall comply with such additional rules and regulations or amendments, provided, however, that such rules and regulations shall not contradict or abrogate any right or privilege herein expressly granted to Tenant. Landlord shall not be liable for the enforcement or failure to enforce any of the rules and regulations by other tenants of the Building.

A. Tenant shall not conduct itself or permit its contractors, agents, employees or invitees to conduct themselves in the Premises or in the Building in a manner inconsistent with the character of the Building as an office building of the highest class or inconsistent with the comfort or convenience granted to Tenant.

B. Tenant shall not exhibit, sell or offer to sell on the Premises or in the Building any article or thing, without the advance written consent of Landlord.

C. Tenant shall not sell or offer to sell or use or permit to be sold or offered for sale or use in the Premises any alcoholic or other intoxicating beverage.

D. Tenant shall not display, inscribe, paint, print, maintain or affix on any place in or about the Building any sign, notice, legend, direction, figure or advertisement, except on the doors of the Premises, and then only such name or names and in such color, size, style, place, material and manner as shall first have been approved by Landlord in all respects.

E. Tenant shall not use the name of the Building for any purpose other than as the business address of Tenant and shall not use any pictures or likeness of the Building in any circulars, notices, advertisements or correspondence without Landlord's express consent in writing having been first obtained.

F. Tenant shall not obstruct or use for storage or for any purpose the sidewalks, entrances, passages, courts, corridors, vestibules, halls, elevators and stairways of the Building.

G. No bicycle or other vehicle and no dog or other animal (except for service dogs designated by the ADA which is limited to a dog that is individually trained to do work or perform tasks for an individual with a disability) or bird shall be brought or permitted to be in the Building or any part thereof.

H. Tenant shall not make or permit any noise or odor that is objectionable to other occupants of the Building to emanate from the Premises, shall not create or maintain a nuisance therein, shall not disturb, solicit or canvas any occupant of the Building, and shall not do any act tending to injure the reputation of the Building.

I. Tenant shall not install any piano, phonograph or other musical instrument, or radio or television set in the Building, or any antennae, aerial wires or other equipment inside or outside the Building, without, in each and every instance, approval in writing by Landlord having been first obtained. The use thereof, if permitted, shall be subject to control by Landlord to the end that others shall not be disturbed or annoyed.

J. Tenant shall not place or permit to be placed any article of any kind on the window ledges or on the exterior walls, and shall not throw (or permit to be thrown or dropped) any article from any window of the Building.

K. Tenant shall not undertake to regulate any thermostat and shall not waste water by tying, wedging or otherwise fastening open any faucet.

L. Tenant shall not attach or permit to be attached any additional locks or similar devices to any door or window nor shall Tenant make or permit to be made any keys for any door to the Premises or Building other than those provided by Landlord (if more than two [2] keys for one [1] lock are desired by Tenant, Landlord may provide the same upon payment by Tenant). Tenant may at its expense and under the reasonable supervision and direction of Landlord, install digital locks on the interior stairway doors, as permitted by law, to permit secured access to the Premises by employees of Tenant.

M. If Tenant desires telegraphic, telephonic, burglar alarm or signal service, Landlord will, upon request, direct where and how connections and all wiring for such services shall be introduced and run. Tenant shall make no boring, cutting or installation of wires or tables without such directions.

N. Tenant shall not install antennae, blinds, shades, awnings or other form of inside or outside window covering or similar devices other than as may be approved by Landlord. Any such installation shall be at Tenant's sole cost unless otherwise agreed by Landlord and Tenant.

O. Unless Landlord gives advance written consent in each and every instance, Tenant shall not install nor operate any steam or internal combustion engine, boiler, machinery, refrigerating or heating device or air conditioning apparatus in or about the Premises nor carry on any mechanical business therein nor use the Premises for housing accommodations nor lodging or sleeping purposes nor use any illumination other than electric light nor use or permit to be brought into the Building any hazardous wastes, inflammable oils or fluids such as gasoline, kerosene, naphtha and benzene, nor any explosives nor other articles deemed hazardous to life, limb or property.

P. Tenant shall not place nor allow anything to be against or near the glass or partitions or doors of the Premises which may diminish the light in, or be unsightly from, halls, corridors or atriums of the Building.

Q. Tenant shall not install in the Premises any equipment without complying with the terms set forth elsewhere in this Lease. Tenant shall also ascertain from Landlord the maximum amount of electrical current which can safely be used in the Premises, taking into account the capacity of the electric wiring in the Building and shall not use more than such safe capacity and as is otherwise permitted elsewhere in this Lease. Landlord's consent to

the installation of electric equipment shall not relieve Tenant from the obligation not to use more electricity than such safe capacity as is otherwise permitted elsewhere in this Lease.

R. Tenant shall not lay linoleum or other similar floor covering so that such floor covering shall come in direct contact with the floor of the Premises. Tenant shall not use cement or other similar material in the Premises, without the prior approval of the Landlord.

S. Tenant shall keep the Premises (including the exterior and interior portions of all windows, doors and all other glass) in a neat and clean condition. In addition, Tenant shall keep all glass in the Premises and in the perimeter walls thereof; the frames for such glass, and any lettering and ornamentation on such glass insured against damage (including temporary repairs) for the benefit of Landlord, either at Landlord's option, by Tenant paying to Landlord a proportionate share of the premium incurred by Landlord for a blanket comprehensive glass policy for the Building or by Tenant, at Tenant's expense, furnishing Landlord with a separate policy or policies for such glass insurance, in such form and placed with such underwriters as may be approved by Landlord.

T. Tenant shall participate in any reasonable window cleaning program that may be established by Landlord for all or substantially all of the Building, but nothing contained herein shall be deemed or construed to require Landlord to establish such a program.

U. Tenant shall have deliveries to and from the Premises done at the time, in the manner and through the entrances designated by Landlord.

V. Tenant shall not use the plumbing facilities for any purpose other than that for which they were constructed, or dispose of any garbage or other foreign substance therein, whether through the utilization of so called "disposal" or similar units, or otherwise.

W. Tenant shall handle and dispose of all rubbish, garbage and waste from Tenant's operations in areas designated by Landlord from time to time, in accordance with regulations established therefor by Landlord, and not permit the accumulation or burning of any rubbish or garbage in, on, or about any part of the Premises or the Building, and not permit any garbage or rubbish to be stored anywhere outside the Premises.

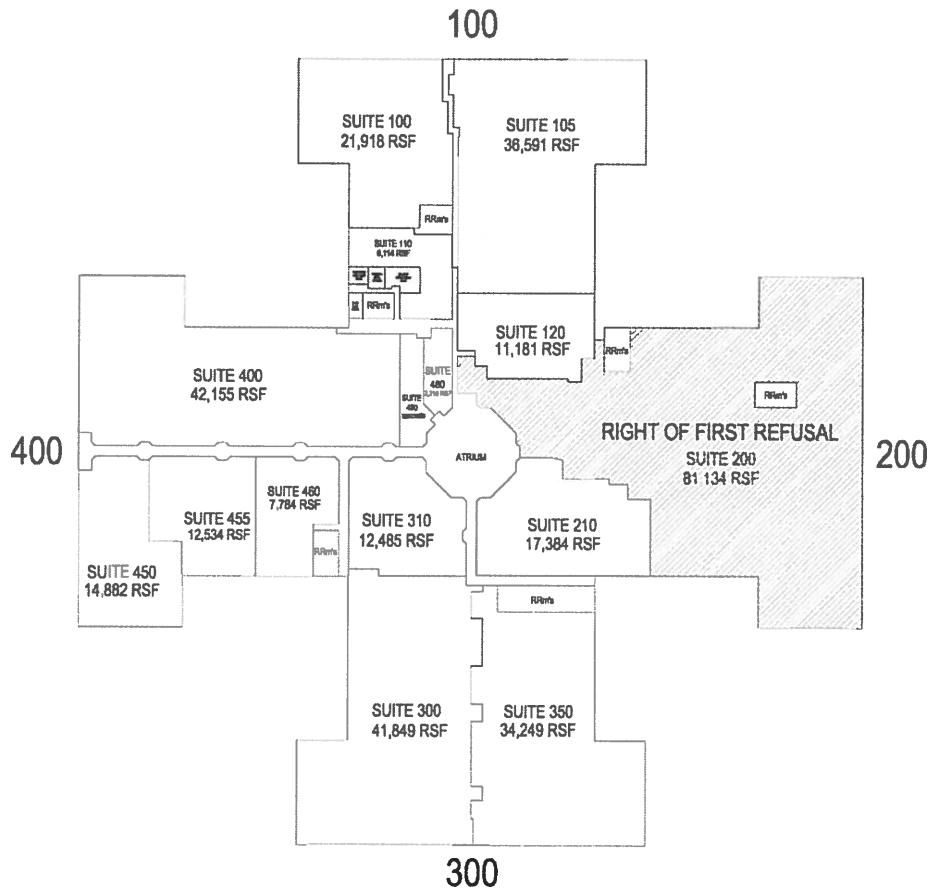
X. No article which is explosive or inherently dangerous is allowed in the Building.

**EXHIBIT D**

**RIGHT OF FIRST REFUSAL SPACE**

**EXHIBIT D**

**RIGHT OF FIRST REFUSAL SPACE**



**NORTH**

**SCHEDULE "1"**

**CERTIFICATION AS TO COMMENCEMENT DATE**

THIS CERTIFICATION AS THE COMMENCEMENT DATE is dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between B&L INVESTMENTS INTERSTATE LLC ("Landlord"), and \_\_\_\_\_ a \_\_\_\_\_ company ("Tenant").

**BACKGROUND FACTS**

A. Landlord and Tenant entered into that certain Lease (the "**Lease**") dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, whereby the Tenant leased Suite \_\_\_\_ (the "**Premises**") in the Interstate Corporate Center building (the "**Building**") located at 6302 E. Dr. Martin Luther King, Jr. Boulevard, Tampa, Florida; and

B. Pursuant to the Lease, Landlord is hereby requesting Tenant to stipulate as to the "Commencement Date" under the Lease and as to the scheduled "Termination Date" of the Lease.

**TERMS AND CONDITIONS**

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord and Tenant hereby agree as follows:

1. The Commencement Date under the Lease is \_\_\_\_\_.
2. The Lease is scheduled to expire on \_\_\_\_\_.
3. Tenant hereby acknowledges that (i) Tenant is in possession of and has accepted the Premises, (ii) all of the work to be performed by Landlord as required by the terms of the Lease, if any, has been properly completed, (iii) Tenant has no claim or action under the Lease or against the Landlord whatsoever, and (iv) Tenant hereby confirms that there is no default or breach under the Lease on the part of Landlord.

[The remainder of this page intentionally left blank.]



IN WITNESS of the foregoing, Landlord and Tenant have signed this Lease as of the date first written above.

WITNESSES:

**TENANT:**

\_\_\_\_\_,  
a \_\_\_\_\_ company

\_\_\_\_\_  
\_\_\_\_\_  
As to Tenant

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Fed. I.D. No.: \_\_\_\_\_

WITNESSES:

**LANDLORD:**

B&L Investments Interstate LLC,  
a Florida limited liability company

By: ICC Manager LLC,  
a Florida limited liability company,  
its Manager

\_\_\_\_\_  
\_\_\_\_\_  
As to Landlord

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_