

HIGHWOODS REALTY LIMITED PARTNERSHIP
("Landlord")

and

TAMPA BAY WORKFORCE ALLIANCE, INC.
D/B/A CAREERSOURCE TAMPA BAY
("Tenant")

OFFICE LEASE

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OFFICE LEASE

THIS OFFICE LEASE ("Lease"), made as of 4/27/2022, by and between HIGHWOODS REALTY LIMITED PARTNERSHIP, a North Carolina limited partnership, ("Landlord") and TAMPA BAY WORKFORCE ALLIANCE, INC., a Florida corporation, D/B/A CAREERSOURCE TAMPA BAY, ("Tenant"), provides as follows:

1. **BASIC DEFINITIONS AND PROVISIONS.** The following basic definitions and provisions apply to this Lease:

- a. *Premises.* Rentable Square Feet: 7,059
 Suite: 875
 Building: Meridian One
 Office Park: Meridian
 Street Address: 4350 W. Cypress Street
 City/County: Tampa / Hillsborough
 State/Zip Code: Florida / 33607

- b. *Term.* Number of Months: 88
 Commencement Date: Upon substantial completion of the Tenant Improvements pursuant to Lease Addendum Number One and Landlord's delivery of the Premises to Tenant (estimated to be September 1, 2022)

 Rent Commencement Date: Four (4) months following the Commencement Date
 Expiration Date: The last day of the 88th complete calendar month following the Commencement Date

- c. *Lease Year.* The term "Lease Year" shall have the following meaning: the first Lease Year shall commence as of the Commencement Date and shall end on the last day of the 12th full month thereafter. If the Commencement Date is not the first day of a calendar month, the first Lease Year shall include the partial month in which the Commencement Date occurs and the 12 full months immediately following the partial month. Each successive Lease Year shall be the 12-month period commencing on the day immediately following the last day of the prior Lease Year.

- d. *Permitted Use.* General office related to Tenant's career planning services

- e. *Occupancy Limitation.* No more than five (5) employees/personnel per 1,000 rentable square feet of the Premises exclusive of visitors and guests.

f. *Base Rent.* The minimum base rent for the Term is \$1,693,571.80, payable in monthly installments on the 1st day of each month in accordance with the following Base Rent Schedule:

MONTHS*	ANNUAL RENT/PSF	MONTHLY RENT	ANNUAL RENT
9/1/22 – 12/31/22	\$0.00	\$0.00	\$0.00
1/1/23 – 8/31/23	\$31.00	\$18,235.75	\$145,886.00
9/1/23 – 8/31/24	\$31.93	\$18,782.82	\$225,393.84
9/1/24 – 8/31/25	\$32.89	\$19,347.54	\$232,170.48
9/1/25 – 8/31/26	\$33.87	\$19,924.03	\$239,088.36
9/1/26 – 8/31/27	\$34.89	\$20,524.04	\$246,288.48
9/1/27 – 8/31/28	\$35.94	\$21,141.71	\$253,700.52
9/1/28 – 8/31/29	\$37.02	\$21,777.02	\$261,324.24
9/1/29 – 12/31/29	\$38.13	\$22,429.97	\$89,719.88

*All dates subject to change in the event the Commencement Date is not September 1, 2022.

- g. *Rent Payment Address.* Tenant will make its Rent payments via Landlord's on-line payment system.
- h. *Security Deposit.* \$18,235.75
- i. *Business Hours.* 8:00 A.M. to 6:00 P.M. Monday through Friday (excluding National and State Holidays).
- j. *After Hours HVAC Rate.* \$6.00 per hour per unit, with a minimum of two hours per occurrence.
- k. *Parking.* Not to exceed four (4) spaces per 1,000 rentable square feet. See Tenant Parking Agreement – Addendum Five.
- l. *Notice Addresses.*

LANDLORD: **HIGHWOODS REALTY LIMITED PARTNERSHIP**
 3100 Smoketree Court, Suite 600
 Raleigh, North Carolina 27604
 Attn: Manager, Lease Administration

with a copy to: **HIGHWOODS PROPERTIES, INC.**
 3111 W. Dr. Martin Luther King, Jr. Blvd.
 Suite 100
 Tampa, Florida 33607
 Attn: Lease Administrator

TENANT: TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A
CAREERSOURCE TAMPA BAY
4350 W. Cypress Street, Suite 875
Tampa, Florida 33607
Attn: CFO

m. *Broker.* Mike Griffin
Savills, Inc.
3000 Bayport Drive
Suite 485
Tampa, Florida 33607

2. LEASED PREMISES.

a. *Premises.* Landlord leases to Tenant and Tenant leases from Landlord the Premises identified in Section 1a and as more particularly shown on **Exhibit A**, attached hereto.

b. *Common Areas.* Tenant shall have non-exclusive access to those portions of the Building not set aside for leasing to tenants or reserved for Landlord's exclusive use, including, but not limited to, entrances, hallways, lobbies, elevators, restrooms, walkways, parking areas and structures, and plazas, if any ("Common Areas"). Landlord has the exclusive right to (i) designate the Common Areas, (ii) change the designation of any Common Area and otherwise modify the Common Areas, and (iii) permit special use of the Common Areas, including temporary exclusive use for special occasions. Tenant shall not interfere with the rights of others to use the Common Areas. All use of the Common Areas shall be subject to any rules and regulations reasonably promulgated by Landlord.

3. TERM.

a. *Commencement and Expiration Dates.* The Lease Term commences on the Commencement Date and expires on the Expiration Date, as set forth in Section 1b. The Commencement Date and Expiration Date shall be adjusted as follows:

- i. If Tenant requests possession of the Premises prior to the Commencement Date, and Landlord consents, the Commencement Date shall be the date of possession. All Rent (as hereafter defined) and other obligations under this Lease shall begin on the date of possession, but the Expiration Date shall remain the same; provided, however, that if the Rent Commencement Date set forth in Section 1b is different than the Commencement Date, then the Rent Commencement Date shall be adjusted so as to maintain the same amount of time between the Rent Commencement Date and the earlier Commencement Date, and Tenant's obligation to pay Rent shall begin on the adjusted Rent Commencement Date.
- ii. If Landlord, for any reason, cannot deliver possession of the Premises to Tenant on the Commencement Date, then the Commencement Date, Expiration Date, and all other dates that may be affected by their change, shall be revised to conform to the date of Landlord's delivery of possession of the Premises to Tenant. Any such delay shall not relieve Tenant of its obligations under this Lease, and neither Landlord nor Landlord's agents shall be liable to Tenant for any loss or damage resulting from the delay in delivery of possession. Notwithstanding the foregoing, in the event Landlord is unable to deliver possession of the Premises within 90 days after the original Commencement Date set forth in Section 1b

(excluding any delays resulting from *force majeure* or caused by Tenant – “Excused Delays”), then Tenant may terminate this Lease by giving notice to Landlord within 100 days of the original Commencement Date (excluding Excused Delays). Tenant may not terminate the Lease, however, if it has taken possession of any part of the Premises.

- iii. At Landlord’s election, the Commencement Date and Expiration Date may be set forth in a Commencement Agreement similar to Exhibit C, attached hereto, to be prepared by Landlord and promptly executed by the parties. If the Expiration Date does not occur on the last day of a calendar month, then Landlord, at its option, may extend the Term by the number of days necessary to cause the Expiration Date to occur on the last day of the last calendar month of the Term. Tenant shall pay Base Rent and Additional Rent for such additional days at the same rate payable for the portion of the last calendar month immediately preceding such extension.

b. *Delivery of Possession.* Unless otherwise specified in the Work Letter attached as Lease Addendum Number One, “delivery of possession” of the Premises shall mean the earlier of: (i) the date Landlord has the Premises ready for occupancy by Tenant, or (ii) the date Landlord could have had the Premises ready had there been no delays attributable to Tenant.

c. *Right to Occupy.* Upon Landlord’s request and prior to occupancy of the Premises, Tenant’s Authorized Representative shall execute an Acceptance of Premises similar to Exhibit D attached hereto, to be prepared by Landlord and executed by the parties. Tenant shall not occupy the Premises until Tenant has complied with all of the following requirements to the extent applicable under the terms of this Lease: (i) delivery of all certificates of insurance, (ii) payment of any required Security Deposit, (iii) payment of first month’s Rent (and the applicable sales/use tax) in the amount of \$18,235.75; (iv) execution and delivery of any required Guaranty of Lease; (v) if Tenant is an entity, receipt of a good standing certificate from the State where it was organized and a certificate of authority to do business in the State in which the Premises are located (if different); and payment of all costs and expenses in excess of the Allowance or other costs and expenses incurred in connection with the Tenant Improvements for which Tenant is responsible. Tenant’s failure to comply with these (or any other conditions precedent to occupancy under the terms of this Lease) shall not delay the Commencement Date.

4. USE.

a. *Permitted Use.* The Premises may be used only for Tenant’s Permitted Use as defined in Section 1d and in accordance with the Occupancy Limitation as set forth in Section 1e. Tenant shall not use the Premises:

- i. In violation of any restrictive covenants which apply to the Premises;
- ii. In any manner that constitutes a nuisance or trespass or disturbs other tenants in the Building or Office Park, as applicable;
- iii. In any manner which increases any insurance premiums, or makes such insurance unavailable to Landlord on the Building; provided that, in the event of an increase in Landlord’s insurance premiums which results from Tenant’s use of the Premises, Landlord may elect to permit the use and charge Tenant for the increase in premiums, and Tenant’s failure to pay Landlord the amount of such increase within 10 days after receipt of Landlord’s written demand shall be an event of default;
- iv. In any manner that creates unusual demands for electricity, heating or air conditioning; or
- v. For any purpose except the Permitted Use, unless consented to by Landlord in writing.

b. *Prohibited Equipment in Premises.* Tenant shall not install any equipment in the Premises that runs continuously or places unusual demands on the electrical, heating or air conditioning systems (“High Demand Equipment”) without Landlord’s prior written consent. No such consent will be given if Landlord determines, in its opinion, that such High Demand Equipment may not be safely used in the Premises or that electrical service is not

adequate to support the High Demand Equipment. Landlord's consent may be conditioned, without limitation, upon separate metering of the High Demand Equipment and Tenant's payment of all engineering, equipment, installation, maintenance, removal and restoration costs and utility charges associated with the High Demand Equipment and the separate meter, as well as administrative costs as provided below. If High Demand Equipment used in the Premises by Tenant affects the temperature otherwise maintained by the heating and air conditioning system, Landlord shall have the right to install supplemental air conditioning units in the Premises and/or require Tenant to use any existing supplemental units serving the Premises. If supplemental units are required by Landlord pursuant to the foregoing sentence, or if Tenant requests the installation and/or use of any supplemental units, then the cost of engineering, installation, operation and maintenance of the units shall be paid by Tenant. All costs and expenses relating to High Demand Equipment and Landlord's administrative costs (such as reading meters and calculating invoices) shall be Additional Rent, payable by Tenant in accordance with Section 7b.

5. RENT.

a. *Payment Obligations.* Beginning on the Rent Commencement Date, Tenant shall pay Base Rent and Additional Rent (collectively, "Rent") on or before the first day of each calendar month during the Term, as follows:

- i. Rent payments shall be sent to the Rent Payment Address set forth in Section 1g.
- ii. Rent shall be paid without previous demand or notice and without set off or deduction. Tenant's obligation to pay Rent under this Lease is completely separate and independent from any of Landlord's obligations under this Lease.
- iii. If the Rent Commencement Date is a day other than the first day of a calendar month, then Rent for such month shall be (i) prorated for the period between the Rent Commencement Date and the last day of the month in which the Rent Commencement Date falls, and (ii) due and payable on the Rent Commencement Date.
- iv. If Rent is not received within five days of the due date, Landlord shall be entitled to an overdue payment fee in the amount of five percent (5%) of all Rent due.
- v. If Landlord presents Tenant's check to any bank and Tenant has insufficient funds to pay for such check, then Landlord shall be entitled to the maximum lawful bad check fee or five percent (5%) of the amount of such check, whichever amount is less.

b. *Base Rent.* Tenant shall pay Base Rent as set forth in Section 1f.

c. *Additional Rent.* In addition to Base Rent, Tenant shall pay as rent all sums and charges due and payable by Tenant under this Lease ("Additional Rent"), including, but not limited to, the following:

- i. Tenant's Proportionate Share of the increase in Operating Expenses, Taxes and Insurance Expenses as set forth in Lease Addendum Number Two; and
- ii. any sales or use tax imposed on rents collected by Landlord or any tax on rents in lieu of ad valorem taxes on the Building, even though laws imposing such taxes attempt to require Landlord to pay the same.

6. **SECURITY DEPOSIT.** Simultaneously with Tenant's execution and delivery of the Lease, Tenant shall deposit with Landlord a Security Deposit in the amount set forth in Section 1h. Landlord shall retain the Security Deposit as security for the performance by Tenant of all of its Lease obligations. The Security Deposit shall not bear interest. If Tenant at any time fails to perform any of its obligations under this Lease, including, without limitation, its Rent or other payment obligations, its restoration obligations, or its insurance and indemnity obligations, then Landlord, at its option, may apply the Security Deposit (or any portion) to cure Tenant's default or to pay for damages caused by Tenant's default. If the Lease has been terminated, then Landlord may apply the

Security Deposit (or any portion) against the damages incurred as a consequence of Tenant's breach. The application of the Security Deposit shall not limit Landlord's remedies for default under the terms of this Lease. If Landlord depletes the Security Deposit, in whole or in part, prior to the Expiration Date or any termination of this Lease, then Tenant shall restore immediately the amount so used by Landlord. Within 30 days after the expiration or earlier termination date of this Lease, Landlord shall refund to Tenant any unused portion of the Security Deposit after first deducting the amounts, if any, necessary to cure any outstanding default of Tenant, to pay any outstanding damages for Tenant's breach of the Lease, or to restore the Premises to the condition to which Tenant is required to leave the Premises upon the expiration or termination of the Lease. Landlord shall deliver the unused portion of the Security Deposit to Tenant's Notice Address set forth in Section 11 above. If Tenant's Notice Address is the address for the Premises, then Tenant shall notify Landlord in writing of a forwarding address to which Landlord should send the Security Deposit. If: (a) Landlord sends the unused portion of the Security Deposit to Tenant's Notice Address or, if applicable, the forwarding address as directed by Tenant; (b) the Security Deposit is returned to Landlord as "undeliverable" for any reason other than an error by Landlord or the mail courier; and (c) Landlord, after using its best efforts, is unable to locate Tenant within 90 days thereafter, then Tenant shall be deemed to have waived any rights Tenant has to the unused portion of the Security Deposit, and Landlord may retain the Security Deposit for its own use. Tenant may not credit any unused portion of the Security Deposit against Rent owed under the Lease.

7. SERVICES BY LANDLORD.

a. *Base Services.* Provided that Tenant is not then in default beyond any applicable cure period, Landlord shall cause to be furnished to the Building, or as applicable, the Premises, in common with other tenants the following services:

- i. Water (if available from city mains) for drinking, lavatory and toilet purposes.
- ii. Electricity (if available from the utility supplier) for the building standard lighting and for the operation of general office machines.
- iii. Building standard lighting; Tenant shall service, replace and maintain at its own expense any incandescent fixtures, table lamps, or lighting other than the Building standard lighting, and any dimmers or lighting controls other than controls for the Building standard lighting.
- iv. Heating and air conditioning for the reasonably comfortable use and occupancy of the Premises during Business Hours as set forth in Section 1i.
- v. After Business Hours, weekend and holiday heating and air conditioning at the After Hours HVAC rate set forth in Section 1j, with such charges subject to commercially reasonable annual increases as determined by Landlord.
- vi. Janitorial services five days a week (excluding National and State holidays) after Business Hours; provided, however, that Tenant shall be solely responsible for stocking supplies for use by Tenant and its employees, agents, invitees and guests in the Premises, such as paper towels, dish washing detergent, break room/kitchen items (such as plates, cups and napkins) and other similar items.
- vii. Parking spaces in the parking facility for the Building as specified in Section 1k, for use by Tenant's employees and visitors in common with the other tenants and their employees and visitors.

b. *Landlord's Maintenance.* Landlord shall make all repairs and replacements to the Building (including Building fixtures and equipment), Common Areas and Building Standard Improvements in the Premises, except for repairs and replacements that Tenant must make under Article 8. Landlord shall not be obligated to repair or maintain Non-Standard Improvements (as defined in this Lease). Landlord's maintenance shall include the roof, foundation, exterior walls, interior structural walls, all structural components, and all base Building systems, such as mechanical, electrical, HVAC, and plumbing. Repairs or replacements shall be made within a reasonable time

(depending on the nature of the repair or replacement needed) after receiving notice from Tenant or Landlord having actual knowledge of the need for a repair or replacement.

Notwithstanding the foregoing or any provision herein to the contrary, in the event that any supplemental air conditioning units are installed in the Premises by or on behalf of Tenant at Tenant's request or by Landlord pursuant to Section 4.b above, Tenant shall be solely responsible for all costs associated with the installation, operation, maintenance, repair and replacement of the supplemental units, including, without limitation, all electrical costs associated with the supplemental units, which shall be separately metered. Notwithstanding the foregoing, at Landlord's election, any supplemental units that are two tons or less shall not be separately metered; instead, Tenant shall reimburse Landlord on a monthly basis for the costs and expenses associated with electrical service for each of these units (the "HVAC Reimbursement"). The monthly HVAC Reimbursement shall be Additional Rent and shall be due and payable at the same time and in the same manner as monthly Base Rent. The amount of the monthly HVAC Reimbursement for each unit shall be determined according to the following formula:

$$(\# \text{ tons of the supplemental unit}) \times (3 \text{ kW/ton}) \times (547.5 \text{ hours}) \times (\text{Average Rate/kWh}) = \text{monthly HVAC Reimbursement per unit}$$

The Average Rate/kWh is a fraction, the numerator of which is the average cost of electricity billed to Landlord by the applicable utility provider during the applicable billing cycle, and the denominator of which is the total kWh consumed at the Building during that same billing cycle. Landlord shall adjust the monthly HVAC Reimbursement annually based on the Average Rate/kWh for the preceding 12-month period, and Landlord shall notify Tenant in writing of the adjustment. With respect to determining the Average Rate/kWh for any newly constructed buildings, the Average Rate/kWh for the first 12 months following the completion of the new building shall be the average of the Average Rate/kWh for all of the buildings owned by Landlord or its affiliates in the greater Tampa, Florida area for the billing cycle immediately preceding the completion of the new building; thereafter, the Average Rate/kWh for the new building shall be determined and adjusted as set forth above.

c. *No Abatement.* There shall be no abatement or reduction of Rent by reason of any of the foregoing services not being continuously provided to Tenant. Landlord shall have the right to shut down the Building systems (including electricity and HVAC systems) for required maintenance and safety inspections, and in cases of emergency.

8. TENANT'S ACCEPTANCE AND MAINTENANCE OF PREMISES.

a. *Acceptance of Premises.* Except as expressly provided otherwise in this Lease, Tenant's occupancy of the Premises is Tenant's representation to Landlord that (i) Tenant has examined and inspected the Premises, (ii) finds the Premises to be as represented by Landlord and satisfactory for Tenant's intended use, and (iii) constitutes Tenant's acceptance of the Premises "as is". Landlord makes no representation or warranty as to the condition of the Premises except as specifically set forth elsewhere in this Lease.

b. *Move-In Obligations.* Tenant shall schedule its move-in with the Landlord's Property Manager. Unless otherwise approved by Landlord's Property Manager, move-in shall not take place during Business Hours. Prior to the move-in, Tenant must provide the name, address and contact information for Tenant's moving company, and the moving company must comply with Landlord's requirements, including insurance. During Tenant's move-in, a representative of Tenant must be on-site with Tenant's moving company to ensure proper treatment of the Building and the Premises. Elevators, entrances, hallways and other Common Areas must remain in use for the general public during Business Hours. Any specialized use of elevators or other Common Areas must be coordinated with Landlord's Property Manager. Tenant must properly dispose of all packing material and refuse in accordance with the Rules and Regulations. Any damage or destruction to the Building or the Premises caused by Tenant or its

moving company, employees, agents or contractors during Tenant's move-in will be the sole responsibility of Tenant.

c. *Tenant's Maintenance.* Tenant shall: (i) keep the Premises and fixtures in good order; (ii) repair and replace Non-Standard Improvements that serve the Premises (unless the Lease is ended because of casualty loss or condemnation); and (iii) not commit waste. "Non-Standard Improvements" means such items as (a) High Demand Equipment and separate meters, (b) all wiring and cabling from the point of origin to the termination point, (c) raised floors for computer or for communications systems, (d) telephone equipment, security systems, and UPS systems, (e) equipment racks, (g) equipment installed in a kitchen, kitchenette or break room within the Premises, including any hot water heater, ice machine, refrigerator, dishwasher, garbage disposal, coffee machine and microwave, sink and related faucets, water filter and water purification system, (h) kitchen drain lines; and (i) any other improvements that are not part of the Building Standard Improvements, including, but not limited to, special equipment, decorative treatments, lights and fixtures and executive restrooms.

d. *Alterations to Premises.* Tenant shall make no structural or interior alterations to the Premises without the prior written approval of Landlord, which shall not be unreasonably withheld; however, Landlord, at its sole and absolute discretion, may grant or deny its approval for any proposed structural alterations. If Tenant requests alterations, Tenant shall provide Landlord with a complete set of construction drawings. If the requested alterations are approved by Landlord, then Landlord shall determine the actual cost of the work to be done. Tenant may then either agree to pay Landlord to have the work done or perform the work itself using contractors and subcontractors subject to Landlord's reasonable approval, provided Tenant's contractors and/or subcontractors must be licensed in the State of Florida and must be approved in writing by Landlord prior to the commencement of the alterations. Landlord hereby agrees not to unreasonably withhold, condition or delay its approval of Tenant's contractors and subcontractors. Any alterations performed by Tenant must be completed in a good and workmanlike manner and in accordance with all applicable laws, codes and regulations. Landlord shall have the right to inspect Tenant's work periodically in connection with any alterations to the extent reasonably necessary to ensure Tenant's compliance with this provision. If Tenant agrees to pay Landlord to have the work done, then the parties will execute a letter agreement setting forth the scope of the work to be done and the terms and conditions upon which the work will be performed.

e. *Restoration of Premises.* At the expiration or earlier termination of this Lease, Tenant shall (i) deliver each and every part of the Premises in good repair and condition, ordinary wear and tear and damage by insured casualty excepted, and (ii) remove any Non-Standard Improvements and repair any damage to any portions of the Premises caused by such removal. Landlord, however, may grant Tenant the right to leave any Non-Standard Improvements in the Premises if at the time of such Non-Standard Improvements were installed, Landlord agreed in writing that Tenant could leave such improvements.

f. *Landlord's Performance of Tenant's Obligations.* If Tenant does not perform its maintenance or restoration obligations in a timely manner, commencing the same within five days after receipt of notice from Landlord specifying the work needed, and thereafter diligently and continuously pursuing the work until completion, then Landlord shall have the right, but not the obligation, to perform such work on Tenant's behalf. Any amounts expended by Landlord on such maintenance or restoration shall be Additional Rent to be paid by Tenant to Landlord within 10 days after demand.

g. *Construction Liens.* All persons are hereby notified that Landlord's interest in the Premises will never, under any circumstances, be subject to construction liens of any nature during the term of this Lease as the result of labor, materials or services contracted by Tenant. Tenant will not suffer or permit any construction or other liens to be filed against all or any portion of the Premises, nor against Tenant's leasehold interest therein by reason of work, labor, services, or materials supplied or claimed to have been supplied to Tenant, and nothing in this Lease will be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, to any

contractor, subcontractor, subsubcontractor, laborer, or material/supplier for the performance of any labor or the furnishing of any materials for any specific improvement, alteration, or repair of the Premises, nor as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any construction or other liens against the Premises.

9. PROPERTY OF TENANT. For purposes of this Lease, "Tenant's Property" shall mean Tenant's trade fixtures, equipment, furniture and other personal property. Tenant shall pay when due all taxes levied or assessed upon Tenant's Property. Upon the expiration or earlier termination of the Lease, Tenant shall remove all of Tenant's Property from the Premises, and Tenant, at its expense, must repair all damages caused by such removal. If Tenant does not remove Tenant's Property from the Premises upon the expiration or earlier termination of this Lease, such property shall be deemed abandoned by Tenant; and Landlord, at Tenant's expense, may dispose of the same in whatever manner Landlord may elect without any liability to Tenant.

10. SIGNS. Tenant may not erect, install or display any sign or advertising material upon the exterior of the Building or Premises (including any exterior doors, walls or windows) without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion. Initial keying and door and directory signage shall be provided and installed by the Landlord in accordance with building standards at Tenant's expense, unless otherwise provided in the Work Letter attached as Lease Addendum Number One.

Notwithstanding the foregoing, as long as (a) the Lease or Tenant's right of possession to the Premises has not been terminated; (b) Tenant has not assigned its interest under the Lease or subleased more than fifty percent (50%) of the Premises to any entity other than its affiliate, subsidiary or successor-in-interest by merger, acquisition or consolidation; and (c) continues to lease at least 7,059 rentable square feet in the Building, Landlord hereby grants to Tenant the right to be identified on the Building's monument sign. All elements of Tenant's monument identification signage, including, without limitation, all materials, colors, size and lettering, shall be subject to all applicable laws, ordinances, covenants and restrictions, as well as the prior written approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant shall be responsible for any costs associated with the manufacture and installation of Tenant's initial monument identification signage, and Landlord shall maintain and repair Tenant's monument identification signage during the Term; provided, however, Tenant shall be solely responsible for all costs associated with the removal and disposal of its monument identification signage upon the expiration or earlier termination of the Lease. The signage provided to Tenant hereunder shall not be exclusive, and Landlord may identify other tenants of the Building on the monument sign.

11. ACCESS TO PREMISES.

a. *Tenant's Access.* Tenant, its agents, employees, invitees, and guests, shall have access to the Premises and reasonable ingress and egress to the Common Areas of the Building 24 hours a day, seven days a week; provided, however, Landlord by reasonable regulation may control such access for the comfort, convenience, safety and protection of all tenants in the Building, or as needed for making repairs and alterations. Tenant shall be responsible for providing access to the Premises to its agents, employees, invitees and guests after Business Hours and on weekends and holidays, but in no event shall Tenant's use of and access to the Premises during non-Business Hours compromise the security of the Building.

b. *Landlord's Access.* Landlord shall have the right to enter the Premises at any time without notice in the event of an emergency. Additionally, Landlord shall have the right, at all reasonable times and upon reasonable oral notice, either itself or through its authorized agents, to enter the Premises (i) to make repairs, alterations or changes that Landlord is permitted or required to make pursuant to the terms of this Lease, (ii) to inspect the Premises, mechanical systems and electrical devices, and (iii) to show the Premises to prospective mortgagees and purchasers. Within 180 days prior to the Expiration Date, Landlord shall have the right, either itself or through its authorized agents, to enter the Premises at all reasonable times to show prospective tenants. Except in cases of emergency,

Landlord shall use reasonable efforts to minimize any interruption to Tenant's business operations during any entry by Landlord into the Premises.

12. TENANT'S COMPLIANCE. Tenant shall comply with all applicable laws, ordinances and regulations affecting the Premises, whether now existing or hereafter enacted. Tenant shall comply with the Rules and Regulations attached as **Exhibit B**. The Rules and Regulations may be modified from time to time by Landlord, effective as of the date delivered to Tenant or posted on the Premises, provided such rules are reasonable in scope and uniformly applicable to all tenants in the Building. Any conflict between this Lease and the Rules and Regulations shall be governed by the terms of this Lease.

13. INSURANCE REQUIREMENTS.

a. *Tenant's Liability Insurance.* Throughout the Term, Tenant, at its sole cost and expense, shall keep or cause to be kept for the mutual benefit of Landlord, Landlord's Property Manager, and Tenant, Commercial General Liability Insurance (1986 ISO Form or its equivalent) with a combined single limit, each Occurrence and General Aggregate-per location, of at least \$2,000,000.00, which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises, and which shall insure the indemnity provisions contained in this Lease. Landlord shall be named as an Additional Insured on any and all liability insurance policies required under this Lease.

b. *Tenant's Property Insurance.* Tenant, at its own cost and expense, shall also carry the equivalent of ISO Special Form Property Insurance on Tenant's Property for full replacement value and with coinsurance waived.

c. *Certificates of Insurance.* Prior to taking possession of the Premises, and annually thereafter, Tenant shall deliver to Landlord certificates or other evidence of insurance satisfactory to Landlord. If Tenant fails to provide Landlord with certificates or other evidence of insurance coverage, Landlord may obtain the required coverage on Tenant's behalf, in which event the cost of such coverage shall be Additional Rent due and payable by Tenant within 10 days after receipt of Landlord's written demand.

d. *Insurance Policy Requirements.* Tenant's insurance policies required by this Lease shall: (i) be issued by insurance companies licensed to do business in the state in which the Premises are located with a general policyholder's ratings of at least A- and a financial rating of at least VI in the most current Best's Insurance Reports available on the Commencement Date, or if the Best's ratings are changed or discontinued, the parties shall agree to a comparable method of rating insurance companies; (ii) endorsed to be primary to all insurance available to Landlord, with Landlord's being excess, secondary or noncontributory; (iii) contain only standard and/or usual exclusions or restrictions; (iv) have a deductible or self-insured retention of no more than \$50,000.00 unless approved in writing by Landlord. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at Tenant's sole risk. Tenant may provide the insurance required by virtue of the terms of this Lease by means of a policy or policies of blanket insurance so long as: (a) the amount of the total insurance allocated to the Premises under the terms of the blanket policy or policies furnishes protection equivalent to that of separate policies in the amounts required by the terms of this Lease; and (b) the blanket policy or policies comply in all other respects with the requirements of this Lease.

e. *Right to Increase Requirements.* Landlord shall have the right, upon prior notice to Tenant but no more than once every three years during the Term, to require Tenant to increase the limit and coverage amount of any insurance Tenant is required to maintain under this Lease to an amount that Landlord or its mortgagee, in the reasonable judgment of either, may deem sufficient, provided that the increased limits are reasonable and consistent with those required by other owners of similar office buildings in the same geographic region.

f. *Landlord's Property Insurance.* Landlord shall keep the Building, including the improvements (but excluding Tenant's Property), insured against damage and destruction by perils insured by the equivalent of ISO Special Form Property Insurance for full replacement value.

g. *Mutual Waiver of Subrogation.* Anything in this Lease to the contrary notwithstanding, Landlord hereby releases and waives unto Tenant (including all partners, stockholders, officers, directors, employees and agents thereof), its successors and assigns, and Tenant hereby releases and waives unto Landlord (including all partners, stockholders, officers, directors, employees and agents thereof), its successors and assigns, all rights to claim damages for any injury, loss, cost or damage to persons or to the Premises or the Building or loss of use or income therefrom, as long as the amount of such injury, loss, cost or damage has been paid either to Landlord, Tenant, or any other person, firm or corporation, under the terms of any Property, General Liability, or other policy of insurance, to the extent such releases or waivers are permitted under applicable law. As respects all policies of insurance carried or maintained pursuant to this Lease and to the extent permitted under such policies, Tenant and Landlord each waive the insurance carriers' rights of subrogation. For purposes of this provision, insurance proceeds paid to either party shall be deemed to include any deductible or self-insurance retention amount for which that party is responsible. A party's failure to obtain or maintain any insurance coverage required to be carried pursuant to the terms of this Agreement shall not negate the waivers and releases set forth herein as long as the insurance that the party failed to obtain or maintain would have covered the loss or damage for which the party is waiving its claims. Nothing in this provision shall be deemed a waiver or release by Landlord of its right to claim, demand and collect insurance proceeds directly from Tenant's insurer pursuant to Landlord's status as an additional insured under any insurance policy Tenant is required to carry pursuant to the terms of this Lease.

14. **INDEMNITY.** Subject to the insurance requirements, releases and mutual waivers of subrogation set forth in this Lease, and except to the extent caused by Landlord's negligence or willful misconduct, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, damages, losses, liabilities, lawsuits, costs and expenses (including attorneys' fees at all tribunal levels) arising out of or related to (i) any activity, work, or other thing done, permitted or suffered by Tenant in or about the Premises or the Building, (ii) any breach or default by Tenant in the performance of any of its obligations under this Lease, or (iii) any act or neglect of Tenant, or any officer, agent, employee, contractor, servant, invitee or guest of Tenant. Subject to the insurance requirements, releases and mutual waivers of subrogation set forth in this Lease, and except to the extent caused by Tenant's negligence or willful misconduct, Landlord shall indemnify and hold Tenant harmless from and against any and all claims, damages, losses, liabilities, lawsuits, costs and expenses (including attorneys' fees at all tribunal levels) arising out of or related to (a) any activity, work, or other thing done, permitted or suffered by Landlord in or about the Building, including the Premises (b) any breach or default by Landlord in the performance of any of its obligations under this Lease, or (c) any act or neglect of Landlord, or any officer, agent, employee, contractor or servant of Landlord.

15. **QUIET ENJOYMENT.** Tenant shall have quiet enjoyment and possession of the Premises, provided Tenant promptly and fully complies with all of its obligations under this Lease. No action of Landlord working in other space in the Building, or in repairing or restoring the Premises in accordance with its obligations hereunder, shall be deemed a breach of this covenant.

16. SUBORDINATION AND ATTORNMENT; NON-DISTURBANCE; AND ESTOPPEL CERTIFICATE.

a. *Subordination and Attornment.* Tenant agrees to execute within 10 days after request to do so from Landlord or its mortgagee an agreement:

- i. Making this Lease superior or subordinate to the interests of the mortgagee;
- ii. Agreeing to attorn to the mortgagee;

- iii. Giving the mortgagee notice of, and a reasonable opportunity (which shall in no event be less than 30 days after notice thereof is delivered to mortgagee) to cure any Landlord default and agreeing to accept such cure if effected by the mortgagee;
- iv. Permitting the mortgagee (or other purchaser at any foreclosure sale), and its successors and assigns, on acquiring Landlord's interest in the Premises and the Lease, to become substitute Landlord hereunder, with liability only for such Landlord obligations as accrue after Landlord's interest is so acquired;
- v. Agreeing to attorn to any successor Landlord; and
- vi. Containing such other agreements and covenants on Tenant's part as Landlord's mortgagee may reasonably request.

b. *Non-Disturbance.* Tenant's obligation to subordinate its interests or attorn to any mortgagee is conditioned upon the mortgagee's agreement not to disturb Tenant's possession and quiet enjoyment of the Premises under this Lease so long as Tenant is in compliance with the terms of the Lease.

c. *Estoppel Certificates.* Tenant agrees to execute within five business days after request, and as often as reasonably requested, estoppel certificates confirming any factual matter requested by Landlord which is true and is within Tenant's knowledge regarding this Lease, and the Premises, including but not limited to: (i) the date of occupancy, (ii) Expiration Date, (iii) the amount of Rent due and date to which Rent is paid, (iii) whether Tenant has any defense or offsets to the enforcement of this Lease or the Rent payable, (iv) any default or breach by Landlord, and (v) whether this Lease, together with any modifications or amendments, is in full force and effect.

17. ASSIGNMENT – SUBLEASE.

a. *Landlord Consent.* Except as provided in subsection (b) below, Tenant may not assign or encumber this Lease or its interest in the Premises arising under this Lease, and may not sublet all or any part of the Premises, without first obtaining the written consent of Landlord, which consent shall not be withheld unreasonably. Factors which Landlord may consider in deciding whether to consent to an assignment or sublease include (without limitation), (i) the creditworthiness of the assignee or sublessee, (ii) the proposed use of the Premises, , (v) whether Landlord is negotiating with the proposed sublessee or assignee for a lease of other space owned by Landlord, and (vi) any special services required by the assignee or sublessee. Landlord will not consent to an assignment or sublease that might result in a use that conflicts with the rights of any existing tenant. One consent shall not be the basis for any further consent. The term "assignment" shall be defined and deemed to include the following: (a) if Tenant is a partnership, the withdrawal or change, whether voluntary, involuntary or by operation of law, of partners owning 30% or more of the partnership, or the dissolution of the partnership; (b) if Tenant consists of more than one person, an assignment, whether voluntary, involuntary, or by operation of law, by one person to one of the other persons that is a Tenant; (c) if Tenant is a corporation, any dissolution or reorganization of Tenant, or the sale or other transfer of a controlling percentage (hereafter defined) of capital stock of Tenant other than to an affiliate or subsidiary or the sale of more than 50% in value of the assets of Tenant; and (d) if Tenant is a limited liability company, the change of members whose interest in the company is more than 50%. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing more than 50% of the total combined voting power of all classes of Tenant's capital stock issued, outstanding and entitled to vote for the election of directors, or such lesser percentage as is required to provide actual control over the affairs of the corporation; except that, if the Tenant is a publicly traded company, public trades or sales of the Tenant's stock on a national stock exchange shall not be considered an assignment hereunder even if the aggregate of the trades or sales exceeds 50% of the capital stock of the company.

b. *Permitted Assignments/Subleases.* Notwithstanding the foregoing, Tenant may assign this Lease or sublease part or all of the Premises without Landlord's consent to: (i) any corporation, limited liability company, or partnership that controls, is controlled by, or is under common control with, Tenant at the Commencement Date; or

(ii) any corporation or limited liability company resulting from the merger or consolidation with Tenant or to any entity that acquires all of Tenant's assets as a going concern of the business that is being conducted on the Premises; provided, however, the assignor remains liable under the Lease and the assignee or sublessee is a bona fide entity and assumes the obligations of Tenant, is as creditworthy as the Tenant, and continues the same Permitted Use as provided under Article 4.

c. *Notice to Landlord.* Landlord must be given prior written notice of every assignment or subletting, and failure to do so shall be a default hereunder.

d. *Prohibited Assignments/Subleases.* Acceptance of Rent by Landlord after any non-permitted assignment or sublease shall not constitute approval thereof by Landlord.

e. *Limitation on Rights of Assignee/Sublessee.* Any assignment or sublease for which Landlord's consent is required shall not include the right to exercise any options to renew the Term, expand the Premises or similar options, unless specifically provided for in the consent.

f. *Tenant Not Released.* No assignment or sublease shall release Tenant of any of its obligations under this Lease.

g. *Landlord's Right to Collect Sublease Rents upon Tenant Default.* If the Premises (or any portion) is sublet and Tenant defaults under its obligations to Landlord, then Landlord is authorized, at its option, to collect all sublease rents directly from the sublessee. Tenant hereby assigns the right to collect the sublease rents to Landlord in the event of Tenant default. The collection of sublease rents by Landlord shall not relieve Tenant of its obligations under this Lease, nor shall it create a contractual relationship between sublessee and Landlord or give sublessee any greater estate or right to the Premises than contained in its sublease.

h. *Excess Rents.* If Tenant assigns this Lease or subleases all or part of the Premises at a rental rate that exceeds the rentals paid to Landlord, then any such excess shall, if and as collected, be applied as follows: All such excess shall be retained by Tenant until Tenant has retained an amount equal to all of its costs and expenses incurred in connection with such assignment or sublease, including (i) rents hereunder during any period of vacancy or free rent for such subtenant or assignee, and (ii) construction costs, brokerage fees (or deemed brokerage fees at normal commercial rates if Tenant shall act as its own broker); thereafter 50% of any additional excess shall be paid over to Landlord by Tenant.

i. *Landlord's Fees.* Tenant shall pay Landlord an administration fee of \$1,000.00 per assignment or sublease transaction for which Landlord's consent is required.

18. DAMAGES TO PREMISES.

a. *Landlord's Restoration Obligations.* If prior to or during the Term of this Lease the Building or Premises are damaged by fire or other casualty ("Casualty"), then, unless the Lease is terminated as provided in this Article 18, Landlord shall repair and restore the Premises to substantially the same condition of the Premises immediately prior to such Casualty, subject to the following terms and conditions:

- i. The Casualty must be insured under Landlord's insurance policies, and Landlord's obligation is limited to the extent of the insurance proceeds received by Landlord. Landlord's duty to repair and restore the Premises shall not begin until receipt of the insurance proceeds.
- ii. Landlord's lender(s) must permit the insurance proceeds to be used for such repair and restoration.

- iii. Landlord shall have no obligation to repair and restore Tenant's trade fixtures, decorations, signs, contents, or any Non-Standard Improvements to the Premises.

b. *Tenant's Restoration Obligations.* Unless the Lease is terminated as provided in this Article 18 or Landlord does not repair and restore the Premises, Tenant shall promptly repair, restore, or replace Tenant's Property. All repair, restoration or replacement of Tenant's Property shall be at least to the same condition as existed prior to the Casualty.

c. *Termination of Lease by Landlord.* In case of fire or other Casualty to the Building or the Premises prior to or during the term of this Lease, Landlord shall have the option of terminating the Lease following the Casualty if: (ii) the Premises is damaged in whole or in part as a result of a risk which is not covered by Landlord's insurance policies; (iii) Landlord's lender does not permit a sufficient amount of the insurance proceeds to be used for restoration purposes; (iv) the Premises is damaged in whole or in part during the last two years of the Term; or (v) the Building containing the Premises is damaged (whether or not the Premises is damaged) to an extent of fifty percent (50%) or more of the fair market value thereof. If Landlord elects to terminate this Lease, then it shall give notice of the cancellation to Tenant within 60 days after the date of the Casualty. Tenant shall vacate and surrender the Premises to Landlord within 30 days after receipt of the notice of termination.

d. *Termination of Lease by Tenant.* In case of fire or other Casualty to the Building or the Premises prior to or during the term of this Lease, Tenant shall have the option of terminating the Lease if: (i) Landlord has failed to substantially restore the damaged Building or Premises within 180 days of the Casualty ("Restoration Period"); (ii) the Restoration Period has not been delayed by *force majeure*; and (iii) Tenant gives Landlord notice of the termination within 30 days after the end of the Restoration Period (as extended by any *force majeure* delays). If Landlord is delayed by *force majeure*, then Landlord must provide Tenant with notice of the delays within 15 days of the *force majeure* event stating the reason for the delays and a good faith estimate of the length of the delays; and in no event shall the Restoration Period be extended by more than 60 days due to *force majeure* delays.

e. *Rent Abatement.* If the Premises is rendered wholly untenantable by the Casualty, then the Rent payable by Tenant shall be fully abated. If the Premises is only partially damaged Rent and other charges shall be abated proportionately to the portion of the Premises rendered untenantable. The abatement shall be from the date of the Casualty until the Premises have been substantially repaired and restored, or until Tenant's business operations are restored in the entire Premises, whichever shall first occur. However, if the Casualty is caused by the gross negligence or willful misconduct of Tenant or of Tenant's subtenants, licensees, contractors, or invitees, or their respective agents or employees, there shall be no abatement of Rent. The abatement of the Rent set forth above, and the right to terminate the Lease set forth in Section 18d, are Tenant's exclusive remedies against Landlord in the event of a Casualty.

19. **EMINENT DOMAIN.** If all of the Premises are taken under the power of eminent domain (or by conveyance in lieu thereof), then this Lease shall terminate as of the date possession is taken by the condemnor, and Rent shall be adjusted between Landlord and Tenant as of such date. If only a portion of the Premises is taken and Tenant can continue use of the remainder, then this Lease will not terminate, but Rent shall abate in a just and proportionate amount to the loss of use occasioned by the taking. Landlord shall be entitled to receive and retain the entire condemnation award for the taking of the Building and Premises. Tenant shall have no right or claim against Landlord for any part of any award received by Landlord for the taking. Tenant, however, shall not be prevented from making a claim against the condemning party (but not against Landlord) for any moving expenses, loss of profits, or taking of Tenant's personal property (other than its leasehold estate) to which Tenant may be entitled; provided that any such award shall not reduce the amount of the award otherwise payable to Landlord for the taking of the Building and Premises.

20. ENVIRONMENTAL COMPLIANCE.

a. *Tenant's Responsibility.* Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically active or other hazardous substances or materials on the Property. For the purposes of this Article 20, the term "Property" shall include the Premises, Building, all Common Areas, the real estate upon which the Building and Common Areas are located; all personal property (including that owned by Tenant); and the soil, ground water, and surface water of the real estate upon which the Building is located. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or in compliance with the highest standards prevailing in the industry for the storage and use of such substances or materials, nor allow to be brought onto the Property any such materials or substances except to use in the ordinary course of Tenant's business, and then only after notice is given to Landlord of the identity of such substances or materials. No such notice shall be required, however, for commercially reasonable amounts of ordinary office supplies and janitorial supplies.

b. *Liability of the Parties.* Landlord represents and warrants that, to Landlord's knowledge, there are no hazardous materials on the Property as of the Commencement Date in violation of any laws. Landlord shall indemnify and hold Tenant harmless from any liability resulting from Landlord's violation of this representation and warranty, unless the hazardous materials are present on the Property due to the act or omission of Tenant or its agents, employees, officers, licensees or contractors, in which event Tenant shall be obligated to indemnify Landlord as hereafter provided. Tenant shall indemnify and hold Landlord harmless from any penalty, fine, claim, demand, liability, cost, or charge whatsoever which Landlord shall incur, or which Landlord would otherwise incur, by reason of Tenant's failure to comply with this Article 20 including, but not limited to: (i) the cost of full remediation of any contamination to bring the Property into the same condition as prior to the Commencement Date and into full compliance with all Environmental Laws; (ii) the reasonable cost of all appropriate tests and examinations of the Premises to confirm that the Premises and any other contaminated areas have been remediated and brought into compliance with law; and (iii) the reasonable fees and expenses of Landlord's attorneys, engineers, and consultants incurred by Landlord in enforcing and confirming compliance with this Article 20. Notwithstanding the foregoing, Tenant's obligations under this Article 20 shall not apply to any condition or matter constituting a violation of any law that was not caused, in whole or in part, by Tenant or Tenant's agents, employees, officers, partners, contractors, servants or invitees. The covenants contained in this Article 20 shall survive the expiration or termination of this Lease, and shall continue for so long as either party and its successors and assigns may be subject to any expense, liability, charge, penalty, or obligation against which the other party has agreed to indemnify it under this Article 20.

c. *Inspections by Landlord.* Landlord and its engineers, technicians, and consultants from time to time as Landlord deems appropriate, may conduct periodic examinations of the Premises to confirm and monitor Tenant's compliance with this Article 20. Such examinations shall be conducted in such a manner as to minimize the interference with Tenant's Permitted Use; however, in all cases, the examinations shall be of such nature and scope as shall be reasonably required by then existing technology to confirm Tenant's compliance with this Article 20. Tenant shall fully cooperate with Landlord and its representatives in the conduct of such examinations. The cost of such examinations shall be paid by Landlord unless an examination shall disclose a material failure of Tenant to comply with this Article 20, in which case, the reasonable cost of such examination shall be paid for by Tenant within 10 days after receipt of Landlord's written demand.

21. DEFAULT.

a. *Tenant's Default.* Tenant shall be in default under this Lease if Tenant:

- i. Fails to pay any Base Rent, Additional Rent, costs and expenses in excess of the Allowance or other costs and expenses incurred in connection with the Tenant Improvements for which

Tenant is responsible, or any other sum of money that Tenant is obligated to pay, as provided in this Lease, within five days after the due date;

- ii. Breaches any other agreement, covenant or obligation in this Lease and such breach is not remedied within 15 days after Landlord gives Tenant notice in accordance with Article 24 below specifying the breach, or if such breach cannot, with due diligence, be cured within 15 days, if Tenant does not commence curing within 15 days and with reasonable diligence completely cure the breach within a reasonable period of time after the notice;
- iii. Files any petition or action for relief under any creditor's law (including bankruptcy, reorganization, or similar action), either in state or federal court, or has such a petition or action filed against it which is not stayed or vacated within 60 days after filing; or
- iv. Makes any transfer in fraud of creditors as defined in Section 548 of the United States Bankruptcy Code (11 U.S.C. 548, as amended or replaced), has a receiver appointed for its assets (and the appointment is not stayed or vacated within 30 days), or makes an assignment for benefit of creditors.

b. *Landlord's Remedies.* In the event of a Tenant default, Landlord, at its option, may do one or more of the following:

- i. Terminate this Lease and recover all damages caused by Tenant's breach;
- ii. Repossess the Premises, with or without terminating the Lease, and relet the Premises at such amount as Landlord deems reasonable;
- iii. Bring action for recovery of all amounts due from Tenant; or
- iv. Pursue any other remedy available in law or equity.

c. *Landlord's Expenses.* If the Lease or Tenant's right of possession to the Premises is terminated due to Tenant's default, then all reasonable expenses of Landlord in repairing, restoring, or altering the Premises for reletting as general office space, together with leasing fees and all other expenses in seeking and obtaining a new Tenant (collectively "Reletting Costs"), shall be charged to and be a liability of Tenant.

d. *Remedies Cumulative.* All rights and remedies of Landlord are cumulative, and the exercise of any one shall not exclude Landlord at any other time from exercising a different or inconsistent remedy. No exercise by Landlord of any right or remedy granted herein shall constitute or effect a termination of this Lease unless Landlord shall so elect by notice delivered to Tenant. The failure of Landlord to exercise its rights in connection with this Lease or any breach or violation of any term, or any subsequent breach of the same or any other term, covenant or condition herein contained shall not be a waiver of such term, covenant or condition or any subsequent breach of the same or any other covenant or condition herein contained.

e. *No Accord and Satisfaction.* No acceptance by Landlord of a lesser sum than the Rent, Additional Rent and other sums then due shall be deemed to be other than on account of the earliest installment of such payments due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed as accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Lease.

f. *No Reinstatement.* No payment of money by Tenant to Landlord after the expiration or termination of this Lease shall reinstate or extend the Term, or make ineffective any notice of termination given to Tenant prior to the payment of such money. After the service of notice or the commencement of a suit, or after final judgment granting Landlord possession of the Premises, Landlord may receive and collect any sums due under this Lease, and the payment thereof shall not make ineffective any notice or in any manner affect any pending suit or any judgment previously obtained.

g. *Landlord's Default.* Landlord shall be in default under this Lease if Landlord breaches any agreement, covenant or obligation in this Lease and does not remedy the breach within 15 days after Tenant gives Landlord written notice in accordance with Article 24 below specifying the breach, or if the breach cannot, with due diligence, be cured within 15 days, Landlord does not commence curing within 15 days and with reasonable diligence completely cure the breach within a reasonable period of time after the notice. In the event Landlord fails to cure its breach within the time periods set forth herein, Tenant shall be entitled to pursue any and all remedies available to it at law or in equity; provided, however, that except as expressly provided elsewhere in this Lease, Tenant shall have no right of self-help to perform repairs or any other obligation of Landlord, and shall have no right to withhold, set off or abate Rent.

22. MULTIPLE DEFAULTS.

a. *Loss of Option Rights.* Tenant acknowledges that any rights or options of first refusal, or to extend the Term, to expand the size of the Premises, to purchase the Premises or the Building, or other similar rights or options which have been granted to Tenant under this Lease are conditioned upon the prompt and diligent performance of the terms of this Lease by Tenant. Accordingly, should Tenant default under this Lease on two or more occasions during any 12-month period, in addition to all other remedies available to Landlord, all such rights and options shall automatically, and without further action on the part of any party, expire and be of no further force and effect.

b. *Increased Security Deposit.* Should Tenant default in the payment of Base Rent, Additional Rent, or any other sums payable by Tenant under this Lease on two or more occasions during any 12-month period, regardless of whether Landlord permits such default to be cured, then, in addition to all other remedies otherwise available to Landlord, Tenant, within 10 days after demand by Landlord, shall post a Security Deposit in, or increase the existing Security Deposit by, a sum equal to three months' installments of Base Rent at the rate in effect at the time of Landlord's demand. The Security Deposit shall be governed by the terms of this Lease.

23. BANKRUPTCY.

a. *Trustee's Rights.* Landlord and Tenant understand that, notwithstanding contrary terms in this Lease, a trustee or debtor in possession under the United States Bankruptcy Code, as amended, (the "Code") may have certain rights to assume or assign this Lease. This Lease shall not be construed to give the trustee or debtor in possession any rights greater than the minimum rights granted under the Code.

b. *Adequate Assurance.* Landlord and Tenant acknowledge that, pursuant to the Code, Landlord is entitled to adequate assurances of future performance of the provisions of this Lease. The parties agree that the term "adequate assurance" shall include at least the following:

- i. In order to assure Landlord that any proposed assignee will have the resources with which to pay all Rent payable pursuant to the provisions of this Lease, any proposed assignee must have, as demonstrated to Landlord's satisfaction, a net worth (as defined in accordance with generally accepted accounting principles consistently applied) of not less than the net worth of Tenant on the Effective Date (as hereinafter defined), increased by seven percent (7%), compounded annually, for each year from the Effective Date through the date of the proposed assignment. It is understood and agreed that the financial condition and resources of Tenant were a material inducement to Landlord in entering into this Lease.
- ii. Any proposed assignee must have been engaged in the conduct of business for the five years prior to any such proposed assignment, which business does not violate the Use provisions under Article 4 above, and such proposed assignee shall continue to engage in the Permitted Use under Article 4. It is understood that Landlord's asset will be substantially impaired if the

trustee in bankruptcy or any assignee of this Lease makes any use of the Premises other than the Permitted Use.

c. *Assumption of Lease Obligations.* Any proposed assignee of this Lease must assume and agree to be bound by the provisions of this Lease.

24. NOTICES.

a. *Addresses.* All notices, demands and requests by Landlord or Tenant shall be sent to the Notice Addresses set forth in Section 11, or to such other address as a party may specify by duly given notice. The parties shall notify the other of any change in address, which notification must be at least 15 days in advance of it being effective.

b. *Form; Delivery; Receipt.* **ALL NOTICES, DEMANDS AND REQUESTS WHICH MAY BE GIVEN OR WHICH ARE REQUIRED TO BE GIVEN BY EITHER PARTY TO THE OTHER MUST BE IN WRITING UNLESS OTHERWISE SPECIFIED.** Notices, demands or requests shall be deemed to have been properly given for all purposes only if (i) delivered against a written receipt of delivery, (ii) mailed by express, registered or certified mail of the United States Postal Service, return receipt requested, postage prepaid, or (iii) delivered to a nationally recognized overnight courier service for next business day delivery to the receiving party's address as set forth above. Each such notice, demand or request shall be deemed to have been received upon the earlier of the actual receipt or refusal by the addressee or three business days after deposit thereof at any main or branch United States post office if sent in accordance with subsection (ii) above, and the next business day after deposit thereof with the courier if sent pursuant to subsection (iii) above. Notices may be given on behalf of any party by such party's legal counsel.

25. **HOLDING OVER.** If Tenant holds over after the Expiration Date or other termination of this Lease, such holding over shall not be a renewal of this Lease but shall create a tenancy-at-sufferance. Tenant shall continue to be bound by all of the terms and conditions of this Lease, except that during such tenancy-at-sufferance, Tenant shall pay to Landlord (i) Base Rent at the maximum rate allowed under the laws of the State of Florida with respect to a holdover tenancy, and (ii) any and all forms of Additional Rent payable under this Lease. The Rent during such holding over is intended to compensate Landlord partially for losses, damages and expenses, including frustrating and delaying Landlord's ability to secure a replacement tenant.

26. INTENTIONALLY OMITTED.

27. **BROKER'S COMMISSIONS.** Each party represents and warrants to the other that it has not dealt with any real estate broker, finder or other person with respect to this Lease in any manner, except the Broker identified in Section 1m. Each party shall indemnify and hold the other party harmless from any and all damages resulting from claims that may be asserted against the other party by any other broker, finder or other person (including, without limitation, any substitute or replacement broker claiming to have been engaged by indemnifying party in the future), claiming to have dealt with the indemnifying party in connection with this Lease or any amendment or extension hereto, or which may result in Tenant leasing other or enlarged space from Landlord. The provisions of this paragraph shall survive the termination of this Lease.

28. **ANTI-TERRORISM LAWS.** During the term, neither Tenant nor its respective constituents or affiliates shall (i) be an "enemy" or an "ally of the enemy" within the meaning of Section 2 of the Trading with the Enemy Act of the United States of America (50 U.S.C. App. §§ 1 et seq.), as amended, (ii) violate the Trading with the Enemy Act, as amended, (iii) violate any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto or (iv) violate the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the

"Patriot Act"). Tenant shall, promptly following a request from Landlord, provide all documentation and other information that the Landlord requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

29. GENERAL PROVISIONS/DEFINITIONS.

a. *No Agency.* Tenant is not, and shall never represent itself to be an agent of Landlord, and Tenant acknowledges that Landlord's title to the Building is paramount, and that Tenant can do nothing to affect or impair Landlord's title.

b. *Force Majeure.* The term "force majeure" means: fire, flood, extreme weather, labor disputes, strike, lock-out, riot, government interference (including regulation, appropriation or rationing), unusual delay in governmental permitting, unusual delay in deliveries or unavailability of materials, unavoidable casualties, Act of God, or other causes beyond the party's reasonable control (other than lack or unavailability of money); provided, however, except as may be expressly stated otherwise in the Lease, no force majeure event will excuse, relieve or delay either party's obligation to pay any monetary amounts due to the other party in a timely manner except to the extent, if any, the force majeure event prevents or materially interferes with the obligated party's ability to access its funds and deliver payment (e.g. shutdown or interruption of banking facilities). Force majeure shall not affect Tenant's right to rent abatement and/or lease termination arising from fire or other casualty as provided for in Section 18(e) of this Lease.

c. *Building Standard Improvements.* The term "Building Standard Improvements" shall mean the standards for normal construction of general office space within the Building as specified by Landlord, including design and construction standards, electrical load factors, materials, fixtures and finishes.

d. *Limitation on Damages.* Notwithstanding any other provisions in this Lease, neither Landlord nor Tenant shall be liable to the other for any special, consequential, incidental or punitive damages.

e. *Satisfaction of Judgments Against Landlord.* If Landlord, or its employees, officers, directors, stockholders or partners are ordered to pay Tenant a money judgment because of Landlord's default under this Lease, said money judgment may only be enforced against and satisfied out of: (i) Landlord's interest in the Building in which the Premises are located including the rental income and proceeds from sale; and (ii) any insurance or condemnation proceeds received because of damage or condemnation to, or of, said Building that are available for use by Landlord. No other assets of Landlord or said other parties exculpated by the preceding sentence shall be liable for, or subject to, any such money judgment.

f. *Interest.* Should Tenant fail to pay any amount due to Landlord within 30 days of the date such amount is due (whether Base Rent, Additional Rent, or any other payment obligation), then the amount due shall thereafter accrue interest at the rate of twelve percent (12%) per annum, compounded monthly, or the highest permissible rate under applicable usury law, whichever is less, until the amount is paid in full.

g. *Legal Costs.* Should either party prevail in any legal proceedings against the other for breach of any provision in this Lease, then the other party shall be liable for the costs and expenses of the prevailing party, including its reasonable attorneys' fees (at all tribunal levels).

h. *Sale of Premises or Building.* Landlord may sell the Premises or the Building without affecting the obligations of Tenant hereunder. Upon the sale of the Premises or the Building, Landlord shall be relieved of all responsibility for the Premises and shall be released from any liability thereafter accruing under this Lease.

i. *Time of the Essence.* Time is of the essence in the performance of all obligations under the terms of this Lease.

j. *Transfer of Security Deposit.* If any Security Deposit or prepaid Rent has been paid by Tenant, Landlord may transfer the Security Deposit or prepaid Rent to Landlord's successor and upon such transfer, Landlord shall be released from any liability for return of the Security Deposit or prepaid Rent.

k. *Tender of Premises.* The delivery of a key or other such tender of possession of the Premises to Landlord or to an employee of Landlord shall not operate as a termination of this Lease or a surrender of the Premises unless requested in writing by Landlord.

l. *Tenant's Financial Statements.* Upon request of Landlord, Tenant agrees to furnish to Landlord copies of Tenant's most recent annual, quarterly and monthly financial statements, audited if available. The financial statements shall be prepared in accordance with generally accepted accounting principles, consistently applied. The financial statements shall include a balance sheet and a statement of profit and loss, and the annual financial statement shall also include a statement of changes in financial position and appropriate explanatory notes. Landlord may deliver the financial statements to any prospective or existing mortgagee or purchaser of the Building.

m. *Recordation.* This Lease may not be recorded without Landlord's prior written consent, but Tenant and Landlord agree, upon the request of the other party, to execute a memorandum hereof for recording purposes.

n. *Partial Invalidity.* The invalidity of any portion of this Lease shall not invalidate the remaining portions of the Lease.

o. *Binding Effect.* This Lease shall be binding upon the respective parties hereto, and upon their heirs, executors, successors and assigns.

p. *Entire Agreement; Construction.* This Lease constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written relating to the subject matter hereof. The fact that one of the parties to this Lease may be deemed to have drafted or structured any provision of this Lease shall not be considered in construing or interpreting any particular provision of this Lease, either in favor of or against such party, and Landlord and Tenant hereby waive any applicable rules of construction or interpretation to the contrary.

q. *Good Standing.* If requested by Landlord, Tenant shall furnish appropriate legal documentation evidencing the valid existence and good standing of Tenant, and the authority of any person signing this Lease to act for the Tenant.

r. *Choice of Law.* This Lease shall be interpreted and enforced in accordance with the laws of the State in which the Premises are located.

s. *Effective Date.* This Lease shall become effective as a contract only upon the execution and delivery by both Landlord and Tenant. The date of execution shall be entered on the top of the first page of this Lease by Landlord, and shall be the date on which the last party signed the Lease, or as otherwise may be specifically agreed by both parties. Such date, once inserted, shall be established as the final day of ratification by all parties to this Lease, and shall be the date for use throughout this Lease as the "Effective Date".

t. *Counterparts and Electronic Signatures.* This Lease may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an

original to this Lease all of which shall constitute one agreement to be valid as of the Effective Date. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Lease and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

30. **SPECIAL CONDITIONS.** The following special conditions, if any, shall apply, and where in conflict with earlier provisions in this Lease shall control:

a. **RADON.** THE FOLLOWING DISCLOSURE IS MADE PURSUANT TO SECTION 404.056 OF THE FLORIDA STATUTES: RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

31. **ADDENDA AND EXHIBITS.** If any addenda and/or exhibits are noted below, such addenda and exhibits are incorporated herein and made a part of this Lease.

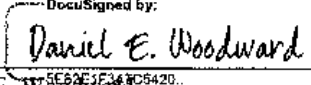
- a. Lease Addendum Number One – “Work Letter”
- b. Lease Addendum Number One – A – “Approved Space Plan”
- c. Lease Addendum Number Two – “Additional Rent – Operating Expenses, Taxes and Insurance Expenses”
- d. Lease Addendum Number Three – “Option to Renew Lease Term”
- e. Lease Addendum Number Four – “Intentionally Omitted”
- f. Lease Addendum Number Five – “Tenant Parking Agreement”
- g. Lease Addendum Number Six – “Right of First Refusal”
- h. Exhibit A – Premises
- i. Exhibit B – Rules and Regulations
- j. Exhibit C – Commencement Agreement
- k. Exhibit D – Acceptance of Premises

[SIGNATURE PAGE TO FOLLOW]

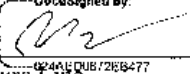
IN WITNESS WHEREOF, Landlord and Tenant have executed this lease as of the day and year first above written.

LANDLORD:
HIGHWOODS REALTY LIMITED PARTNERSHIP
a North Carolina limited partnership

By: Highwoods Properties, Inc., a Maryland
Corporation, its sole general partner

By: 
Daniel E. Woodward
Title: Senior Vice President
Date: 4/27/2022

TENANT:
TAMPA BAY WORKFORCE ALLIANCE, INC.,
a Florida corporation, D/B/A CAREERSOURCE
TAMPA BAY,


Signature Line
By: Ben Hom
Print Name
Title: Chair, Board of Director
Date: 4/27/2022

LEASE ADDENDUM NUMBER ONE [ALLOWANCE]

WORK LETTER. This Lease Addendum Number One (the "First Addendum") sets forth the rights and obligations of Landlord and Tenant with respect to space planning, engineering, final workshop drawings, and the construction and installation of any improvements to the Premises to be completed before the Commencement Date ("Tenant Improvements"). This First Addendum contemplates that the performance of this work will proceed in four stages in accordance with the following schedule: (i) preparation of a space plan; (ii) final design and engineering and preparation of final plans and specifications and working drawings; (iii) preparation by the Contractor (as hereinafter defined) of an estimate of the cost of the initial Tenant Improvements as further specified below; (iv) submission and approval of plans by appropriate governmental authorities and construction and installation of the Tenant Improvements by the Commencement Date.

In consideration of the mutual covenants hereinafter contained, Landlord and Tenant do mutually agree to the following:

1. **Allowance.** Landlord agrees to provide an allowance of up to \$16.00 per rentable square foot of the Premises (\$112,944 based on 7,059 rentable square feet of the Premises), to design, engineer, install, supply and otherwise to construct the Tenant Improvements in the Premises that will become a part of the Building (the "Allowance"). Tenant is fully responsible for the payment of all costs in connection with the Tenant Improvements in excess of the Allowance. Notwithstanding any provision herein to the contrary, the Allowance is only available for Tenant's use for a period of 180 days after the Commencement Date. Any portion of the Allowance not used within the 180-day period shall be deemed forfeited by Tenant and shall no longer be available for Tenant's use. No portion of the Allowance may be used for moving expenses, furniture or other personal property, and there shall be no credit against rent or cash available to Tenant for any unused portion of the Allowance.

2. **Space Planning, Design and Working Drawings.**

a. On Tenant's behalf, Landlord shall select licensed architects and engineers ("Architect"), who will do the following at Tenant's expense (which expense may be deducted from the Allowance):

i. Complete construction drawings for Tenant's partition layout, reflected ceiling grid, telephone and electrical outlets, keying, and finish schedule.

ii. Complete building standard mechanical plans where necessary (for installation of air conditioning system and duct work, and heating and electrical facilities) for the work to be done in the Premises.

b. All plans and working drawings for the construction and completion of the Premises (the "Plans") shall be subject to Landlord's prior written approval. Any changes or modifications Tenant desires to make to the Plans shall also be subject to Landlord's prior approval. Landlord agrees that it will not unreasonably withhold its approval of the Plans, or of any changes or modifications thereof; provided, however, Landlord shall have sole and absolute discretion to approve or disapprove any improvements that will be visible to the exterior of the Premises, or which may affect the structural integrity of the Building. Any approval of the Plans by Landlord shall not constitute approval of any delays caused by Tenant and shall not be deemed a waiver of any rights or remedies that may arise as a result of such delays. Landlord may condition its approval of the Plans if: (i) the Plans require design elements or materials that would cause Landlord to deliver the Premises to Tenant after the scheduled Commencement Date, or (ii) the estimated cost for any improvements under the Plan is more than the Allowance.

3. Tenant Plan Delivery Date.

a. Tenant and Landlord hereby approve the space plan attached as Lease Addendum Number One - A. Such approved space plan shall be used by Architect as the basis for the final plans.

b. Landlord shall cause the Architect to develop and submit to Tenant the Plans for the Tenant Improvements. Landlord and Tenant shall each review and approve or indicate its objections within five (5) business days of receipt. The plans for Tenant Improvements when complete and approved by Landlord and Tenant shall constitute the final Plans. Landlord and Tenant each shall work diligently and in good faith to approve the Plans within ten (10) business days of receipt (the "Tenant Plan Delivery Date").

4. Work and Materials at Tenant's Expense. On Tenant's behalf, Landlord shall obtain qualifying bids for the Work (on a fixed sum basis) from at least three (3) qualified general contractors. Landlord shall furnish such bids, including all accompanying documents and information contained in Landlord's standard bid package, to Tenant. Upon completion of the bid process, Landlord will select the general contractor submitting the lowest qualifying bid to perform the Work, unless Tenant directs Landlord to select a qualifying bid from one of the other contractors submitting qualifying bids. (The general contractor so selected is herein called the "Contractor"). Landlord shall coordinate and facilitate all communications between Tenant and the Contractor.

a. In conjunction with process outlined above,, Landlord shall submit to Tenant in writing the cost of the Work, which shall include (i) the Contractor's cost for completing the Work (including the Contractor's general conditions, overhead and profit) and (ii) a construction supervision fee of 5% of the cost of the work to be paid to Landlord to manage and oversee the work to be done on Tenant's behalf. Tenant shall have five (5) business days to review and approve the cost of the Work. Landlord shall not authorize the Contractor to proceed with the Work until the cost is mutually agreed upon and approved in writing and delivered to Landlord.

b. Any changes in the approved cost of the Work shall be by written change order signed by the Tenant. Tenant agrees to process change orders in a timely fashion. Tenant acknowledges that the following items may result in change orders:

i. Municipal or other governmental inspectors require changes to the Premises such as additional exit lights, fire damper or whatever other changes they may require. In such event, Landlord will notify the Tenant of the required changes, but the cost of such changes and any delay associated with such changes shall be the responsibility of the Tenant.

ii. Tenant makes changes to the final approved Plans or requests additional work not called for by the final approved Plans. Tenant will be notified of the cost and any delays that would result from the change by a change order signed by Tenant before the changes are implemented. Any delays caused by such changes shall not delay the Commencement Date of the Lease.

iii. Any errors or omissions in the Plans or specifications which require changes. Landlord will notify the Tenant of the required changes, but the cost of such changes and any delay associated with such changes shall be the responsibility of the Tenant, and shall not delay the Commencement Date of the Lease.

iv. Materials are not readily available, require quick ship charges, or require substitution.

v. The upfit schedule requires Express Review to get permits, which will increase the

costs of the permitting process.

C. All work performed in connection with the construction of the Premises shall be performed in a good and workmanlike manner and in accordance with all applicable laws and regulations and with the final approved Plans.

5. **Signage and Keys.** Tenant shall have access into the Building at all times by means of a key card system. One access card/key fob per current employee on site as of the Commencement Date will be provided at Landlord's expense, with the number of cards/fobs not to exceed Tenant's occupancy ratio set forth in the Lease. Any additional or replacement access cards/fobs will be at Tenant's expense. Tenant shall be responsible for the replacement costs for any unreturned access cards/key fobs at the expiration or termination of the Lease, which costs may be deducted from the Security Deposit. Landlord shall provide initial building standard door and directory signage.

6. **Commencement Date.**

a. The Commencement Date shall be the date when the Work to be performed by Contractor pursuant to the Plans approved by Landlord and Tenant has been substantially completed (excluding items of work and adjustment of equipment and fixtures that can be completed after the Premises are occupied without causing material interference with Tenant's use of the Premises -- i.e., "punch list items"), and the Landlord delivers possession of the Premises to Tenant in accordance with Section 3 of the Lease.

b. Notwithstanding the foregoing, if Landlord shall be delayed in delivering possession of the Premises as a result of:

- i. Tenant's failure to approve the Plans by the Tenant Plan Delivery Date other than due to any delays caused by Landlord or Landlord's Architect;
- ii. Tenant's failure to approve the cost of the Work in a timely manner;
- iii. Tenant's failure to timely respond to change orders;
- iv. Tenant's changes in the final approved Plans or the work performed pursuant thereto (notwithstanding Landlord's approval of any such changes);
- v. Tenant's request for changes in or modifications to the final approved Plans;
- vi. Inability to obtain materials, finishes or installations requested by Tenant that are not part of the Building Standard Improvements;
- vii. The performance of any work by any person, firm or corporation employed or retained by Tenant; or
- viii. Any other act or omission by Tenant or its agents, representatives, and/or employees;

then, in any such event, for purposes of determining the Commencement Date, the Premises shall be deemed to have been delivered to Tenant on the date that Landlord and Architect determine that the Premises would have been substantially completed and ready for delivery if such delay or delays had not occurred.

7. **Tenant Improvement Expenses in Excess of the Allowance.** Tenant agrees to pay to Landlord, promptly upon being billed therefor, all costs and expenses in excess of the Allowance incurred in connection with the Tenant Improvements. Tenant will be billed for such costs and expenses as follows: (i) **fifty percent (50%)** of such costs and expenses shall be due and payable upon Tenant's approval of the cost estimates for the Tenant Improvements; and (ii) **fifty percent (50%)** of such costs and expenses shall be due and payable when such work is substantially completed and the Premises are ready for delivery to Tenant.

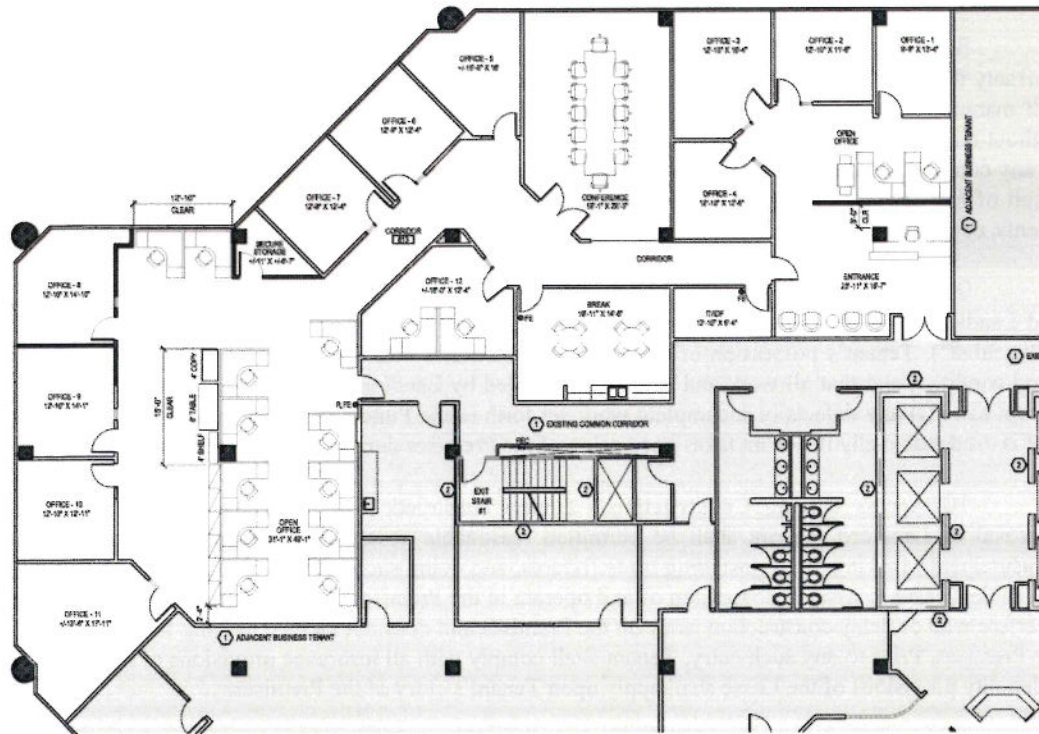
8. **Repairs and Corrections.** Landlord shall select a Contractor who will provide Tenant a one-year warranty from the date of delivery of the Premises, transferable to Tenant, for defective workmanship and materials. All manufacturers' and builders' warranties with respect to the Work shall be issued to or transferred to Tenant, without recourse to the Landlord. Tenant shall repair or correct any defective work or materials installed by Tenant or any contractor other than the Contractor selected by Landlord, or any work or materials that prove defective as a result of any act or omission of Tenant or any of its employees, agents, invitees, licensees, subtenants, customers, clients, or guests.

9. **Inspection of Premises; Possession by Tenant.** Prior to taking possession of the Premises, Tenant and Landlord shall inspect the Premises and Tenant shall give Landlord notice of any defects or incomplete work ("Punchlist"). Tenant's possession of the Premises constitutes acknowledgment by Tenant that the Premises are in good condition and that all work and materials provided by Landlord are satisfactory as of such date of occupancy, except as to (i) any defects or incomplete work set forth in the Punchlist, (ii) latent defects, and (iii) any equipment that is used seasonally if Tenant takes possession of the Premises during a season when such equipment is not in use.

10. **Access During Construction.** During construction of the Tenant Improvements and with prior approval of Landlord, Tenant shall be permitted reasonable access to the Premises for the purposes of taking measurements, making plans, installing trade fixtures, and doing such other work as may be appropriate or desirable to enable Tenant to assume possession of and operate in the Premises; provided, however, that such access does not interfere with or delay construction work on the Premises and does not include moving furniture or similar items into the Premises. Prior to any such entry, Tenant shall comply with all insurance provisions of the Lease. All waiver and indemnity provisions of the Lease shall apply upon Tenant's entry of the Premises.

LEASE ADDENDUM NUMBER ONE – A

APPROVED SPACE PLAN



Career Source @ Meridian One - Suite 875

1907 E. 7th Avenue
Tampa, Florida 33605
Ph: 813.247.3332
Web: www.aicoll.com

Schematic Floor Plan
4350 West Cypress Street, Tampa, FL 33607
I:\Meridian\Meridian I\22106_Career Source - Suite 875\22106_S1-R.dwg

1 of 1

03.21.2022

NTS

S1-R

LEASE ADDENDUM NUMBER TWO [BASE YEAR calendar year]

ADDITIONAL RENT – OPERATING EXPENSES, TAXES AND INSURANCE EXPENSES

1. *Operating Expenses.* The term “Operating Expenses” shall mean all costs incurred by Landlord in the provision of services to tenants and in the operation, management, repair, replacement and maintenance of the Property (as defined below), including, but not limited to, utilities, heat, air conditioning, janitorial service, labor, materials, supplies, equipment and tools, permits, licenses, inspection fees, salaries and other reasonable compensation of maintenance and management personnel reasonably related to services provided to the Property, reasonable management fees, and Common Area expenses.

2. *Exclusions to Operating Expenses.* Notwithstanding the foregoing, Operating Expenses shall not include the following: depreciation on the Building or equipment therein; ground lease rent; advertising, marketing and promotional costs; interest; executive salaries; real estate brokers’ commissions; Taxes (as defined below); Insurance Expenses (as defined below); amounts paid to subsidiaries or affiliates of Landlord for services, supplies or materials provided on or to the Property, to the extent these amounts exceed the amount customarily charged by an independent entity for the same or substantially similar services, supplies and materials; the cost of any services for which Landlord is reimbursed directly by any tenant or for which, if such service had been provided to Tenant, Tenant would have been required by this Lease to reimburse Landlord; and any expenses that do not relate to the operation of the Property. Additionally, Operating Expenses shall not include the costs of capital improvements to the Property; provided, however, Landlord may include in Operating Expenses the costs of the following capital improvements, amortized on a straight-line basis over their useful lives:

a. Any capital improvements made after the Commencement Date in order to comply with any new laws, rules or regulations adopted after the Commencement Date or any changes in existing laws, rules or regulations adopted by any governmental authority after the Commencement Date; and

b. Any capital improvements that are designed primarily to promote and protect the health, safety and well being of the Property’s occupants; and

c. Any capital improvements that are designed primarily to reduce Operating Expenses, provided that the amortized amount of these capital items in any year will not exceed the estimated resulting reduction in Operating Expenses for the same year.

3. *Taxes.* The term “Taxes” shall mean any fees, charges or assessments related to the Property that are imposed by any governmental or quasi-governmental authority having jurisdiction over the Property, including, without limitation, ad valorem real property taxes; franchise taxes; personal property taxes; assessments, special or otherwise, imposed on the Property; payments in lieu of real estate taxes; sewer rents; transit taxes; and taxes based on rents. Taxes shall also include the reasonable costs incurred by Landlord in connection with any appeal for a reduction of taxes, including, without limitation, the costs of legal consultants, appraisers and accountants. Taxes shall not include any inheritance, estate, succession, transfer, gift, corporate, income or profit tax imposed upon Landlord. If the Taxes for the Base Year do not reflect a fully-assessed building, then for purposes of this Lease such Taxes shall be adjusted to reflect a fully-assessed building.

4. *Insurance Expenses.* The term “Insurance Expenses” shall mean the reasonable costs and expenses incurred by Landlord for securing and maintaining insurance for the Property, including, without limitation, insurance premiums for Special Form Property Insurance, Commercial General Liability Insurance, Excess Liability Insurance and other insurance policies covering the Property.

5. *Property.* The term “Property” shall mean the Building and the improvements, equipment and systems

situated therein; the Common Areas; and the real property upon which the Building and Common Areas are situated.

6. *Tenant's Proportionate Share.* The term "Tenant's Proportionate Share" shall mean 3.54%, calculated by dividing the approximately 7,059 rentable square feet of the Premises by the approximately 199,359 net rentable square feet of the Building. To the extent any Operating Expenses, Taxes and/or Insurance Expenses are related to the Building and one or more other buildings owned by Landlord or its affiliate, those Operating Expenses, Taxes and/or Insurance Expenses shall be reasonably allocated by Landlord on an equitable prorata basis among all of the buildings to which those expenses are related; and Tenant's Proportionate Share of those expenses shall be calculated based only on the amount of those expenses allocated to the Building

7. *Base Year for Operating Expenses.* With respect to calculating Tenant's Proportionate Share of Operating Expenses, the term "Base Year" shall mean the twelve-month period beginning on January 1, 2022 and ending on December 31, 2022.

8. *Base Year for Taxes.* With respect to calculating Tenant's Proportionate Share of Taxes, the term "Base Year" shall mean the real property tax year, beginning on January 1, 2022 and ending on December 31, 2022.

9. *Base Year for Insurance Expenses.* With respect to calculating Tenant's Proportionate Share of Insurance Expenses, the term "Base Year" shall mean the twelve-month period beginning on January 1, 2022 and ending on December 31, 2022.

10. *Payment of Additional Rent.* For the calendar year commencing on **January 1, 2023** and for each calendar year thereafter, Tenant shall pay to Landlord, as Additional Rent, the following amounts:

a. Tenant's Proportionate Share of any increase in Operating Expenses above the amount incurred during the Base Year for Operating Expenses. If, during the Base Year for Operating Expenses or any year thereafter, any service, for which the expense may be included in Operating Expenses, is not provided to all tenants of the Building, Landlord shall adjust the related expense as if the service was provided to all tenants. Additionally, for any period during the Base Year for Operating Expenses or any year thereafter in which the occupancy of the rentable area of the Building is less than 95%, those portions of Operating Expenses that vary based on occupancy will be adjusted for the period as if the Building was at 95% occupancy;

b. Tenant's Proportionate Share of any increase in Taxes above the amount incurred during the Base Year for Taxes; and

c. Tenant's Proportionate Share of any increase in Insurance Expenses above the amount incurred during the Base Year for Insurance Expenses.

11. *Landlord's Estimate.* For the calendar year commencing on **January 1, 2023** and for each calendar year thereafter during the Term, Landlord shall deliver to Tenant a written statement of the reasonable estimated increase in Operating Expenses, Taxes and Insurance Expenses for that calendar year above the Operating Expenses, Taxes and Insurance Expenses incurred during the applicable Base Year. Based on Landlord's estimate, Tenant shall pay to Landlord Tenant's Proportionate Share of the estimated increases in Operating Expenses, Taxes and Insurance Expenses in monthly installments, which shall be due and payable at the same time and in the same manner as Base Rent beginning on the first day of the calendar month immediately following Tenant's receipt of Landlord's estimate.

12. *Annual Reconciliation.* Within 180 days after the end of each calendar year or as soon as possible thereafter, Landlord shall send Tenant an annual statement of the actual Operating Expenses, Taxes and Insurance Expenses for the preceding calendar year (the "Annual Statement"). Landlord's failure to render an Annual

Statement for any calendar year shall not prejudice Landlord's right to issue an Annual Statement with respect to that calendar year or any subsequent calendar year, nor shall Landlord's rendering of an incorrect Annual Statement prejudice Landlord's right subsequently to issue a corrected Annual Statement. Pursuant to the Annual Statement, Tenant shall pay to Landlord Additional Rent as owed within thirty days after Tenant's receipt of the Annual Statement, or Landlord shall adjust Tenant's Rent payments if Landlord owes Tenant a credit. After the Expiration Date or earlier termination date of the Lease, Landlord shall send Tenant the final Annual Statement for the Term, and Tenant shall pay to Landlord Additional Rent as owed within thirty days after Tenant's receipt of the Annual Statement, or, if Landlord owes Tenant a credit, then Landlord shall pay Tenant a refund. If this Lease expires or terminates on a day other than December 31, then Additional Rent shall be prorated on a 365-day calendar year (or 366 if a leap year). If there is a decrease in Operating Expenses in any subsequent year below Operating Expenses for the Base Year, then no Additional Rent shall be due on account of Operating Expenses; provided, however, Tenant shall not be entitled to any credit, refund or other payment that would reduce the amount of Tenant's Proportionate Share of Taxes or other Additional Rent or Base Rent owed by Tenant. Likewise, if there is a decrease in Taxes in any subsequent year below Taxes for the Base Year, then no Additional Rent shall be due on account of Taxes; provided, however, Tenant shall not be entitled to any credit, refund or other payment that would reduce the amount of Tenant's Proportionate Share of Operating Expenses or other Additional Rent or Base Rent owed by Tenant. Likewise, if there is a decrease in Insurance Expenses in any subsequent year below Insurance Expenses for the Base Year, then no Additional Rent shall be due on account of Insurance Expenses; provided, however, Tenant shall not be entitled to any credit, refund or other payment that would reduce the amount of Tenant's Proportionate Share of Operating Expenses or other Additional Rent or Base Rent owed by Tenant.

13. *Tenant's Review of Operating Expenses, Taxes and Insurance Expenses.* No more than once per calendar year, Tenant, or a qualified professional selected by Tenant (the "Reviewer"), may review Landlord's books and records relating to Operating Expenses, Taxes and Insurance Expenses (the "Review"), subject to the following terms and conditions:

a. Tenant must deliver notice of the Review to Landlord within thirty days of Tenant's receipt of the Annual Statement. Thereafter, Tenant must commence and complete its Review within a reasonable time, not to exceed 180 days following Tenant's receipt of the Annual Statement. In order to conduct a Review, Tenant must not be in default under the Lease beyond any applicable cure period at the time it delivers notice of the Review to Landlord or at the time the Review commences. No subtenant shall have any right to conduct a Review, and no assigns shall conduct a Review for any period during which such assignee was not in possession of the Premises. If Tenant elects to have a Reviewer conduct the Review, the Reviewer must be an independent accounting firm or other reasonably qualified professional that is not being compensated by Tenant on a contingency fee basis.

b. Tenant's Review shall only extend to Landlord's books and records specifically related to Operating Expenses, Taxes and Insurance Expenses for the Property during the calendar year for which the Annual Statement was provided. Books and records necessary to accomplish any Review shall be retained for twelve months after the end of each calendar year, and, upon Landlord's receipt of Tenant's notice, shall be made available to Tenant to conduct the Review. The Review shall be conducted during regular business hours at either the Landlord's division office for the area in which the Premises are located or Landlord's home office in Raleigh, North Carolina, as selected by Landlord.

c. As a condition to the Review, Tenant and Tenant's Reviewer shall execute a written agreement providing that the Reviewer is not being compensated on a contingency fee basis and that all information obtained through the Review, as well as any compromise, settlement or adjustment reached as a result of the Review, shall be held in strict confidence and shall not be revealed in any manner to any person except: (i) upon the prior written consent of the Landlord, which consent may be withheld in Landlord's sole discretion; (ii) if required pursuant to any litigation between Landlord and Tenant materially related to the facts disclosed by the Review; or (iii) if required by law.

The written agreement may also set forth Landlord's reasonable procedures and guidelines for Tenant and Tenant's Reviewer to follow when conducting the Review.

d. If, after Tenant's Review, Tenant disputes the amount of Operating Expenses, Taxes and/or Insurance Expenses set forth in the Annual Statement, Tenant or Tenant's Reviewer shall submit a written report to Landlord within thirty days after the completion of the Review setting forth any claims to be asserted against Landlord as a result of the Review and specific and detailed explanations as to the reason for the claim(s) (the "Report"). Landlord and Tenant then shall use good faith efforts to resolve Tenant's claims set forth in the Report. If the parties do not reach agreement on the claims within thirty (30) days after Landlord's receipt of the Report, then the dispute shall be submitted to arbitration as hereinafter provided. Within twenty days after expiration of the thirty-day period referenced in the foregoing sentence, each party shall appoint as an arbitrator a reputable independent nationally or regionally recognized accounting firm with at least ten years experience in accounting related to commercial lease transactions and shall give notice of such appointment to the other party; provided, however, if Tenant used a Reviewer to perform the Review, the Reviewer shall be deemed to have been appointed by Tenant as its arbitrator for purposes of this provision. Within ten days after appointment of the second arbitrator, the two arbitrators shall appoint a third arbitrator who shall be similarly qualified. If the two arbitrators are unable to agree timely on the selection of the third arbitrator, then either arbitrator on behalf of both, may request such appointment from the office of the American Arbitration Association ("AAA") nearest to Landlord. The arbitration shall be conducted in accordance with the rules of the AAA. If the AAA shall cease to provide arbitration for commercial disputes in the location, the third arbitrator shall be appointed by any successor organization providing substantially the same services. Within ten days after the third arbitrator has been selected, each of the other two arbitrators, on behalf of the party it represents, shall submit a written statement, along with any supporting document, data, reports or other information, setting forth its determination of the amount of Operating Expenses, Taxes and/or Insurance Expenses that are in dispute. **The third arbitrator will resolve the dispute by selecting the statement of one of the parties as submitted to the third arbitrator.** Within ten days after the third arbitrator's receipt of the statements from the other arbitrators, the third arbitrator shall notify both parties in writing of the arbitrator's decision. The decision of the third arbitrator shall be final and binding upon the parties and their respective heirs, executors, successors and assigns. If either of the parties fails to furnish its statement to the third arbitrator within the time frame specified herein, the third arbitrator shall automatically adopt the other party's statement as final and binding. The cost of arbitration (exclusive of each party's witness and attorneys' fees, which shall be paid by the party) shall be shared equally by the parties.

e. If the Review or subsequent arbitration determines that Operating Expenses, Taxes and Insurance Expenses in the applicable calendar year were overstated, in the aggregate, by ten percent (10%) or more, then Landlord shall reimburse Tenant for Tenant's reasonable Review costs; otherwise, Tenant shall pay its own costs in connection with the Review.

f. Together with the Annual Statement for 2023 Landlord shall also provide a statement of the Operating Expenses, Taxes and Insurance Expenses for each applicable Base Years. In connection with its first Review, Tenant may conduct a Review for the applicable Base Years. All of the terms and conditions of this Section shall be applicable thereto. Landlord shall retain the books and records for the Base Year until Tenant's right to commence a Review expires and, if Tenant timely commences a Review, until the same is resolved as provided for herein. The results of any dispute with respect to the Base Year shall be applicable to all years subsequent to the Base Year.

Notwithstanding any provision herein to the contrary, Landlord hereby agrees that, for purposes of calculating Tenant's Proportionate Share of increases in Operating Expenses, the Operating Expenses for the Building; exclusive of Taxes, insurance, utilities, trash collection, expenses directly subject to a change in Federal or State minimum wage laws and increases in expenses due to *force majeure* (collectively, "Uncontrollable Expenses"); shall not

increase, on a cumulative and compound basis, by more than five percent (5%) per annum. Tenant shall pay the full amount of Tenant's Proportionate Share of increases in Uncontrollable Expenses.

LEASE ADDENDUM NUMBER THREE

OPTION TO RENEW LEASE TERM

1. *Option to Extend.* Tenant shall have the right and option to renew the Lease ("Renewal Option") for two (2) additional periods of five (5) years each (each an "Option Term") (a separate notice is required for each Option Term); provided, however, each Renewal Option is contingent upon the following: (i) Tenant is not in default at the time Tenant gives Landlord notice of Tenant's intention to exercise the Renewal Option; (ii) upon the Expiration Date of the initial Term or the first Option Term, as applicable, Tenant has no outstanding default; (iii) no event has occurred that upon notice or the passage of time would constitute a default; (iv) Tenant is not disqualified by multiple defaults as provided in the Lease; and (v) Tenant is occupying the Premises. Following the expiration of the second Option Term, Tenant shall have no further right to renew the Lease pursuant to this Lease

2. *Exercise of Option.* If Tenant elects to exercise the Renewal Option for the first Option Term, then it must do so by giving Landlord notice at least nine (9) months prior to the Expiration Date of the initial Term. If Tenant exercises the Renewal Option for the first Option Term and thereafter elects to exercise the Renewal Option for the second Option Term, then it must do so by giving Landlord notice at least nine (9) months prior to the Expiration Date of the first Option Term. If Tenant fails to give notice to Landlord prior to the applicable nine (9) month period, then Tenant shall forfeit the Renewal Option. If Tenant exercises the Renewal Option, then during the applicable Option Term, Landlord and Tenant's respective rights, duties and obligations shall be governed by the terms and conditions of the Lease, except as provided otherwise herein. Time is of the essence in exercising each Renewal Option.

3. *Term.* If Tenant exercises the Renewal Option, then during the applicable Option Term, all references to the term "Term", as used in the Lease, shall mean the "Option Term".

4. *Termination of Renewal Option on Transfer by Tenant.* In the event Landlord consents to an assignment or sublease by Tenant, then the Renewal Option shall automatically terminate unless otherwise agreed in writing by Landlord.

5. *Base Rent for Option Term.* The minimum Base Rent for the Option Term shall be the Fair Market Rental Rate, determined as follows:

Definition. The term "Fair Market Rental Rate" shall mean the market rental rate for the time period such determination is being made for office space in class "A" office buildings in the Westshore area ("AREA") of comparable condition for space of equivalent quality, size, utility, and location. Such determination shall take into account all relevant factors, including, without limitation, the following matters: the credit standing of Tenant; the length of the term; expense stops; the fact that Landlord will experience no vacancy period and that Tenant will not suffer the costs and business interruption associated with moving its offices and negotiating a new lease; construction allowances and other tenant concessions that would be available to tenants comparable to Tenant in the AREA (such as moving expense allowance, free rent periods, and lease assumptions and take-over provisions, if any, but specifically excluding the value of improvements installed in the Premises at Tenant's cost), and whether adjustments are then being made in determining the rental rates for renewals in the AREA because of concessions being offered by Landlord to Tenant (or the lack thereof for the Option Term in question). For purposes of such calculation, it will be assumed that Landlord is paying a representative of Tenant a brokerage commission in connection with the Option Term in question, based on the then current market rates.

Determination. Landlord shall deliver to Tenant notice of the Fair Market Rental Rate (the "FMR Notice") for the Premises for the Option Term in question within thirty (30) days after Tenant exercises the option giving rise

for the need to determine the Fair Market Rental Rate. If Tenant disagrees with Landlord's assessment of the Fair Market Rental Rate specified in a FMR Notice, then it shall so notify Landlord in writing within ten (10) business days after delivery of such FMR Notice; otherwise, the rate set forth in such notice shall be the Fair Market Rental Rate. If Tenant timely delivers to Landlord notice that Tenant disagrees with Landlord's assessment of the Fair Market Rental Rate, then Landlord and Tenant shall meet to attempt to determine the Fair Market Rental Rate. If Tenant and Landlord are unable to agree on such Fair Market Rental Rate within ten (10) business days after Tenant notifies Landlord of Tenant's disagreement with Landlord's assessment thereof, then Landlord and Tenant shall each appoint an independent real estate appraiser with an MAI designation and with at least ten (10) years' commercial real estate appraisal experience in the AREA market. The two appraisers shall then, within ten (10) days after their designation, select an independent third appraiser with like qualifications. Within twenty (20) business days after the selection of the third appraiser, a majority of the appraisers shall determine the Fair Market Rental Rate. If a majority of the appraisers is unable to agree upon the Fair Market Rental Rate by such time, then the two (2) closest appraisals shall be averaged and the average will be the Fair Market Rental Rate. Tenant and Landlord shall each bear the entire cost of the appraiser selected by it and shall share equally the cost of the third appraiser.

LEASE ADDENDUM NUMBER FOUR
INTENTIONALLY OMITTED

**LEASE ADDENDUM NUMBER FIVE
TENANT PARKING AGREEMENT**

1. Landlord hereby grants to Tenant and persons designated by Tenant a license to use up to four (4) parking spaces per 1,000 rentable square feet of the Premises in the designated parking area(s), which equates to twenty-eight (28) parking spaces based on 7,059 rentable square feet, two (2) of which shall be reserved and free of charge and twenty-six (26) of which shall be unreserved and free of charge. Tenant may elect to convert up to .5 spaces per 1,000 rentable square feet of the Premises to reserved parking spaces for the exclusive use of Tenant and its employees, agents and invitees. The total number of available parking spaces from which Tenant's allotted share is taken includes all handicapped and visitor spaces serving the Building. The Term of such license shall commence on the Commencement Date under the Lease and shall continue until the earlier to occur of the Expiration Date under the Lease, or termination of the Lease or Tenant's abandonment of the Premises thereunder. During the Term of this license, there shall be no charge for the unreserved parking spaces available for Tenant's use. If Tenant elects to convert any of the unreserved spaces to reserved spaces as permitted above, then Tenant shall pay Landlord the monthly charges established from time to time by Landlord for reserved parking in the designated parking area, payable in advance, with Tenant's payment of monthly Base Rent. No deductions from the monthly charge shall be made for days on which the designated parking area is not used by Tenant. Tenant may, from time to time, request additional parking spaces, and if Landlord shall provide the same, such spaces shall be provided and used on a month-to-month basis, and otherwise on the foregoing terms and provisions, and such monthly parking charges as Landlord shall establish from time to time.

2. Tenant shall at all times comply with all applicable ordinances, rules, regulations, codes, laws, statutes and requirements of all federal, state, county and municipal governmental bodies or their subdivisions respecting the use of the designated parking area. Landlord reserves the right to adopt, modify and enforce reasonable Rules governing the use of the designated parking area from time to time, including any key-card, sticker or other identification or entrance system, and hours of operation. The Rules set forth hereinafter are currently in effect. Landlord may refuse to permit any person who violates such Rules to park in the designated parking area, and any violation of the Rules shall subject the car to removal from the designated parking area.

3. Except for the two (2) reserved parking spaces referenced above, the parking spaces hereunder shall be provided on an unreserved "first-come, first-served" basis. Tenant acknowledges that Landlord has or may arrange for the designated parking area to be operated by an independent contractor, not affiliated with Landlord. In such event, Tenant acknowledges that Landlord shall have no liability for claims arising through acts or omissions of such independent contractor, if such contractor is reputable. Except for intentional acts or gross negligence, Landlord shall have no liability whatsoever for any damage to property or any other items located in the designated parking area, nor for any personal injuries or death arising out of any matter relating to the designated parking area, and in all events, Tenant agrees to look first to its insurance carrier and to require that Tenant's employees look first to their respective insurance carriers for payment of any losses sustained in connection with any use of the designated parking area. Tenant hereby waives on behalf of its insurance carriers all rights of subrogation against Landlord or Landlord's agents. Landlord reserves the right to assign specific spaces, and to reserve spaces for visitors, small cars, handicapped persons and for other tenants, guests of tenants or other parties, and Tenant and persons designated by Tenant hereunder shall not park in any such assigned or reserved spaces. Landlord also reserves the right to close all or any portion of the designated parking area in order to make repairs or perform maintenance services, or to alter, modify, re-stripe or renovate the designated parking area, or if required by casualty, strike, condemnation, act of God, governmental law or requirement or other reason beyond Landlord's reasonable control. In such event, Landlord shall refund any prepaid parking rent hereunder, prorated on a per diem basis. If, for any other reason, Tenant or persons properly designated by Tenant, shall be denied access to the designated parking area, and Tenant or such persons shall have complied with this Agreement and this Agreement shall be in effect, Landlord's liability shall be limited to such parking charges (excluding tickets for parking violations) incurred by Tenant or such persons in utilizing alternative parking, which amount Landlord shall pay upon presentation of documentation supporting Tenant's claims in connection therewith.

4. If Tenant shall default under this Agreement, Landlord shall have the right to remove from the designated parking area any vehicles hereunder which shall have been involved or shall have been owned or driven by parties involved in causing such default, without liability therefor whatsoever. In addition, if Tenant shall default under this Agreement, Landlord shall have the right to cancel this Agreement on ten days' written notice, unless within such ten day period, Tenant cures such default. If Tenant defaults with respect to the same term or condition under this Agreement more than three times during any twelve month period, and Landlord notifies Tenant thereof promptly after each such default, the next default of such term or condition during the succeeding twelve month period, shall, at Landlord's election, constitute an incurable default. Such cancellation right shall be cumulative and in addition to any other rights or remedies available to Landlord at law or equity, or provided under the Lease (all of which rights and remedies under the Lease are hereby incorporated herein, as though fully set forth). Any default by Tenant under the Lease shall be a default under this Agreement, and any default under this Agreement shall be a default under the Lease.

RULES

- (i) Designated parking area hours shall be 6 A.M. to 8 P.M. (or such other hours as Landlord shall determine from time to time.)
- (ii) Cars must be parked entirely within the stall lines painted on the floor, and only small cars may be parked in areas reserved for small cars.
- (iii) All directional signs and arrows must be observed.
- (iv) The speed limit shall be five (5) miles per hour.
- (v) Spaces reserved for handicapped parking must be used only by vehicles properly designated.
- (vi) Parking is prohibited in all areas not expressly designated for parking, including without limitation:
 - (a) areas not striped for parking
 - (b) aisles
 - (c) where "no parking" signs are posted
 - (d) ramps
 - (e) loading zones
- (vii) Parking stickers, key cards or any other devices or forms of identification or entry supplied by Landlord shall remain the property of Landlord. Such devices must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Devices are not transferable and any device in the possession of an unauthorized holder will be void.
- (viii) If applicable, monthly fees shall be payable in advance prior to the first day of each month. Failure to do so will automatically cancel parking privileges and a charge at the prevailing daily parking rate will be due. No deductions or allowances from the monthly rate will be made for days on which the designated parking area is not used by Tenant or its designees.
- (ix) Designated parking area managers or attendants are not authorized to make or allow any exceptions to these Rules.
- (x) Every parker is required to park and lock his own car.
- (xi) Loss or theft of parking identification, key cards or other such devices must be reported to Landlord or any garage manager immediately. Any parking devices reported lost or stolen found on any unauthorized car will be confiscated and the illegal holder will be subject to prosecution. Lost or stolen devices found by Tenant or its employees must be reported to the office of the designated parking area immediately.
- (xii) Washing, waxing, cleaning or servicing of any vehicle by the customer and/or his agents is prohibited. Parking spaces may be used only for parking automobiles.
- (xiii) Tenant agrees to acquaint all persons to whom Tenant assigns parking space of these Rules.

LEASE ADDENDUM NUMBER SIX

RIGHT OF FIRST REFUSAL

Landlord grants Tenant a one-time right of refusal (the "Right of Refusal") for that certain space in the Building known as Suite 860, containing approximately 1,590 rentable square feet ("Refusal Space"), on the following basis:

i. Landlord shall notify Tenant in writing if and when Landlord receives an acceptable third-party offer to lease any Refusal Space ("Landlord's Offer Notice"). Landlord's Offer Notice shall include the material business terms upon which the third party is willing to lease the Refusal Space. Following receipt of Landlord's Offer Notice, Tenant shall have five days within which to deliver to Landlord notice of Tenant's election to exercise its Right of Refusal as to the Refusal Space ("Tenant's Acceptance Notice"). In order to exercise its Right of Refusal, Tenant must lease all of the Refusal Space and not only a portion thereof. Additionally, if Landlord's Offer Notice states that the third party offer is for space that is greater than but includes Refusal Space, then to exercise the Right of Refusal, Tenant must lease the entire space offered by Landlord and not just the Refusal Space. If Tenant does not timely deliver Tenant's Acceptance Notice to Landlord, it will be conclusively presumed that: (a) Tenant has waived its Right of Refusal as to the Refusal Space; and (b) Tenant will have no further rights to the Refusal Space.

ii. The Refusal Space will be offered to Tenant under the same business terms upon which the third party is willing to lease the Refusal Space; provided, however, if the term for the Refusal Space would expire prior to the Term for the Premises, then the term for the Refusal Space will be extended so as to be co-terminous with the Term for the Premises. Otherwise, the terms and conditions of this Lease shall apply to Tenant's lease of the Refusal Space. After exercise of the Right of Refusal, the parties will execute an amendment to the Lease evidencing the addition of the Refusal Space. Unless expressly waived by Landlord, Tenant's Right of Refusal is conditioned on: (a) Tenant not being in default under the Lease at the time of exercise of the Right of Refusal or on the date that Tenant's occupancy of the Refusal Space is scheduled to commence; (b) Tenant not having vacated or subleased more than 25% of the Premises at the time it exercises the Right of Refusal or on the date that Tenant's occupancy of the Refusal Space is scheduled to commence; and (c) Tenant's financial condition not having materially adversely changed since the Effective Date. The Right of Refusal is personal to Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Tampa Bay, and, upon an assignment by Tampa Bay Workforce Alliance, Inc. d/b/a CareerSource Tampa Bay of its rights and interests under the Lease to an unaffiliated third party, the Right of Refusal shall be null and void. Furthermore, the Right of Refusal shall forever terminate and expire following a relocation of Tenant from the Premises to space in a building other than the Building or if the Premises are downsized below the square footage leased by Tenant as of the Commencement Date.

iii. Tenant's Right of Refusal is subordinate to all pre-existing rights of extension, expansion, first offer or refusal or any other rights as to the Refusal Space in favor of other tenants in place as of the date of this Lease. Additionally, Tenant only has the Right of Refusal if the Refusal Space is vacant and available. Tenant does not have the Right of Refusal upon the renewal or extension of an existing lease, even if the lease being extended or renewed does not contain an extension or renewal right.

**EXHIBIT A
PREMISES**

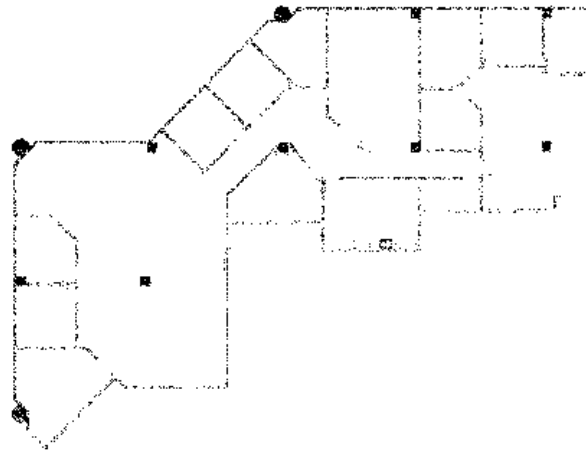


EXHIBIT B
RULES AND REGULATIONS

1. **Access to Building.** On Saturdays, Sundays, legal holidays and weekdays between the hours of 6:00 P.M. and 8:00 A.M., access to the Building and/or to the halls, corridors, elevators or stairways in the Building may be restricted and access shall be gained by use of a key or electronic card to the outside doors of the Buildings. Landlord may from time to time establish security controls for the purpose of regulating access to the Building. Tenant shall be responsible for providing access to the Premises for its agents, employees, invitees and guests at times access is restricted, and shall comply with all such security regulations so established.
2. **Protecting Premises.** The last member of Tenant to leave the Premises shall close and securely lock all doors or other means of entry to the Premises and shut off all lights and equipment in the Premises.
3. **Building Directories.** The directories for the Building in the form selected by Landlord shall be used exclusively for the display of the name and location of tenants. Any change requested by Tenant to be displayed in the directories must be approved by Landlord and, if approved, will be provided at the sole expense of Tenant.
4. **Large Articles.** Furniture, freight and other large or heavy articles may be brought into the Building only at times and in the manner designated by Landlord and always at Tenant's sole responsibility. All damage done to the Building, its furnishings, fixtures or equipment by moving or maintaining such furniture, freight or articles shall be repaired at Tenant's expense.
5. **Signs.** Tenant shall not paint, display, inscribe, maintain or affix any sign, placard, picture, advertisement, name, notice, lettering or direction on any part of the outside or inside of the Building, or on any part of the inside of the Premises which can be seen from the outside of the Premises, including windows and doors, without the written consent of Landlord, and then only such name or names or matter and in such color, size, style, character and material as shall be first approved by Landlord in writing. Landlord, without notice to Tenant, reserves the right to remove, at Tenant's expense, all matters other than that provided for above.
6. **Compliance with Laws.** Tenant shall comply with all applicable laws, ordinances, governmental orders or regulations and applicable orders or directions from any public office or body having jurisdiction, whether now existing or hereinafter enacted with respect to the Premises and the use or occupancy thereof. Tenant shall not make or permit any use of the Premises which directly or indirectly is forbidden by law, ordinance, governmental regulations or order or direction of applicable public authority, which may be dangerous to persons or property or which may constitute a nuisance to other tenants.
7. **Hazardous Materials.** Tenant shall not use or permit to be brought into the Premises or the Building any flammable oils or fluids, or any explosive or other articles deemed hazardous to persons or property, or do or permit to be done any act or thing which will invalidate, or which, if brought in, would be in conflict with any insurance policy covering the Building or its operation, or the Premises, or any part of either, and will not do or permit to be done anything in or upon the Premises, or bring or keep anything therein, which shall not comply with all rules, orders, regulations or requirements of any organization, bureau, department or body having jurisdiction with respect thereto (and Tenant shall at all times comply with all such rules, orders, regulations or requirements), or which shall increase the rate of insurance on the Building, its appurtenances, contents or operation.
8. **Defacing Premises and Overloading.** Tenant shall not place anything or allow anything to be placed in the Premises near the glass of any door, partition, wall or window that may be unsightly from outside the Premises.

Tenant shall not place or permit to be placed any article of any kind on any window ledge or on the exterior walls; blinds, shades, awnings or other forms of inside or outside window ventilators or similar devices shall not be placed in or about the outside windows in the Premises except to the extent that the character, shape, color, material and make thereof is approved by Landlord. Tenant shall not do any painting or decorating in the Premises or install any floor coverings in the Premises or make, paint, cut or drill into, or in any way deface any part of the Premises or Building without in each instance obtaining the prior written consent of Landlord. Tenant shall not overload any floor or part thereof in the Premises, or any facility in the Building or any public corridors or elevators therein by bringing in or removing any large or heavy articles and Landlord may direct and control the location of safes, files, and all other heavy articles and, if considered necessary by Landlord may require Tenant at its expense to supply whatever supplementary supports necessary to properly distribute the weight.

9. **Obstruction of Public Areas.** Tenant shall not, whether temporarily, accidentally or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any sidewalk, court, hall, passageway, entrance, or shipping area. Tenant shall lend its full cooperation to keep such areas free from all obstruction and in a clean and sightly condition, and move all supplies, furniture and equipment as soon as received directly to the Premises, and shall move all such items and waste (other than waste customarily removed by Building employees) that are at any time being taken from the Premises directly to the areas designated for disposal. All courts, passageways, entrances, exits, elevators, escalators, stairways, corridors, halls and roofs are not for the use of the general public and Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the judgment of Landlord, shall be prejudicial to the safety, character, reputation and interest of the Building and its tenants; provided, however, that nothing herein contained shall be construed to prevent such access to persons with whom Tenant deals within the normal course of Tenant's business so long as such persons are not engaged in illegal activities.
10. **Additional Locks.** Tenant shall not attach, or permit to be attached, additional locks or similar devices to any door or window, change existing locks or the mechanism thereof, or make or permit to be made any keys for any door other than those provided by Landlord. Upon termination of this Lease or of Tenant's possession, Tenant shall immediately surrender all keys to the Premises.
11. **Communications or Utility Connections.** If Tenant desires signal, alarm or other utility or similar service connections installed or changed, then Tenant shall not install or change the same without the approval of Landlord, and then only under direction of Landlord and at Tenant's expense. Tenant shall not install in the Premises any equipment which requires a greater than normal amount of electrical current for the permitted use without the advance written consent of Landlord. Tenant shall ascertain from Landlord the maximum amount of load or demand for or use of electrical current which can safely be permitted in the Premises, taking into account the capacity of the electric wiring in the Building and the Premises and the needs of other tenants in the Building, and Tenant shall not in any event connect a greater load than that which is safe.
12. **Office of the Building.** Service requirements of Tenant will be attended to only upon application at the office of Highwoods Properties, Inc. Employees of Landlord shall not perform, and Tenant shall not engage them to do any work outside of their duties unless specifically authorized by Landlord.
13. **Restrooms.** The restrooms, toilets, urinals, vanities and the other apparatus shall not be used for any purpose other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant whom, or whose employees or invitees, shall have caused it.
14. **Intoxication.** Landlord reserves the right to exclude or expel from the Building any person who, in the

judgment of Landlord, is intoxicated, or under the influence of liquor or drugs, or who in any way violates any of the Rules and Regulations of the Building.

15. **Nuisances and Certain Other Prohibited Uses.** Tenant shall not (a) install or operate any internal combustion engine, boiler, machinery, refrigerating, heating or air conditioning apparatus in or about the Premises; (b) engage in any mechanical business, or in any service in or about the Premises or Building, except those ordinarily embraced within the Permitted Use as specified in Section 4 of the Lease; (c) use the Premises for housing, lodging, or sleeping purposes; (d) prepare or warm food in the Premises or permit food to be brought into the Premises for consumption therein (heating coffee and individual lunches of employees excepted) except by express permission of Landlord; (e) place any radio or television antennae on the roof or on or in any part of the inside or outside of the Building other than the inside of the Premises, or place a musical or sound producing instrument or device inside or outside the Premises which may be heard outside the Premises; (f) use any power source for the operation of any equipment or device other than dry cell batteries or electricity; (g) operate any electrical device from which may emanate waves that could interfere with or impair radio or television broadcasting or reception from or in the Building or elsewhere; (h) bring or permit to be in the Building any bicycle, other vehicle, animal (except service animals in the company of a disabled persons) or bird; (i) make or permit any objectionable noise or odor to emanate from the Premises; (j) disturb, harass, solicit or canvass any occupant of the Building; (k) do anything in or about the Premises which could be a nuisance or tend to injure the reputation of the Building; or (l) allow any firearms in the Building or the Premises except as approved by Landlord in writing.
16. **Solicitation.** Tenant shall not canvass other tenants in the Building to solicit business or contributions and shall not exhibit, sell or offer to sell, use, rent or exchange any products or services in or from the Premises unless ordinarily embraced within the Tenant's Permitted Use as specified in Section 4 of the Lease.
17. **Energy Management.** Tenant shall not waste electricity, water, heat or air conditioning and agrees to cooperate fully with Landlord to insure the most effective operation of the Building's heating and air conditioning, and shall not allow the adjustment (except by Landlord's authorized Building personnel) of any controls. Landlord shall provide Tenant with the Building's ENERGY STAR score annually. To the extent Tenant obtains electricity independently of the Building, Tenant shall give Landlord access to Tenant's data on energy use and space usage details necessary to generate ENERGY STAR score for inclusion in Landlord's annual report, ENERGY STAR annual rating and similar purposes. If offered by Landlord, Tenants shall purchase energy from on-site renewables as provided by the Landlord via a Power Purchase Agreement (PPA). Landlord shall install, own and maintain the on-site generation and sell power directly to the Tenants at a competitive rate.
18. **Building Security.** At all times other than normal business hours the exterior Building doors and suite entry door(s) must be kept locked to assist in security. Problems in Building and suite security should be directed to Landlord through Tenant Services.
19. **Parking.** Parking is in designated parking areas only. There shall be no vehicles in "no parking" zones or at curbs. Handicapped spaces are for handicapped persons only and the Police Department will ticket unauthorized (unidentified) cars in handicapped spaces. Landlord reserves the right to remove vehicles that do not comply with the Lease or these Rules and Regulations and Tenant shall indemnify and hold harmless Landlord from its reasonable exercise of these rights with respect to the vehicles of Tenant and its employees, agents and invitees.
20. **Janitorial Service.** The janitorial staff will remove all trash from trashcans. Any container or boxes left in hallways or apparently discarded unless clearly and conspicuously labeled DO NOT REMOVE may be removed

without liability to Tenant. Any large volume of trash resulting from delivery of furniture, equipment, etc., should be removed by the delivery company, Tenant, or Landlord at Tenant's expense. Janitorial service will be provided after hours five (5) days a week. All requests for trash removal other than normal janitorial services should be directed to Landlord through Tenant Services.

21. **Construction.** Tenant shall make no structural or interior alterations of the Premises. All structural and nonstructural alterations and modifications to the Premises shall be coordinated through Landlord as outlined in the Lease. Completed construction drawings of the requested changes are to be submitted to Landlord or its designated agent for pricing and construction supervision.
22. **No Smoking.** Smoking of any kind or type, including without limitation, cigarettes, cigars, pipes, other tobacco products, or illegal substances is prohibited in the Building, including, but not limited to, tenant spaces, Common Areas such as restrooms, elevators, stairwells, hallways, lobbies, public, health or fitness centers, mail rooms, vending rooms, loading docks, mechanical and electrical rooms, roofs, and/or other areas specifically posted by Landlord. Landlord may from time to time designate certain "Smoking Areas" outside the Building, and smoking on the Property shall be limited to such areas. Additionally, tenants of the Building and their employees shall deposit all cigarette and cigar butts in the ash urns provided by Landlord at certain locations outside the Building.
23. **Plumbing Connections.** If Tenant desires to install any single piece of equipment or appliance in the Premises which requires a connection of any kind to the Building's plumbing system, then Tenant shall not connect the same without obtaining the prior written approval of Landlord, and then only under direction of Landlord and at Tenant's expense. Furthermore, any such connection to the Building plumbing system made by Tenant within the Premises shall only be done by utilizing fittings, valves, and/or connectors made out of copper tubing with brass fittings or braided steel tubing with metal fittings. No connection may be made by using plastic material. Any work associated with making any such connection must be performed by a licensed plumber.
24. **Water Heaters.** Tenant, at Tenant's expense, shall institute an appropriate water heater installation and maintenance plan for any and all water heaters serving the Premises. Tenant's water heater installation and maintenance plan shall include the following:
 - Tenant shall not install any water heaters in the Building without first obtaining Landlord's prior written consent.
 - Tenant shall, at Tenant's expense, cause any water heater serving the Premises to be installed in accordance with all applicable laws, including, but not limited to, applicable building code. All such installation shall be permitted by the local jurisdiction having authority when required.
 - Tenant shall, at Tenant's expense, ensure that all water heater installations have the necessary temperature and pressure relief valve connection, a drip pan, and an appropriate drain line.
 - Tenant shall, at Tenant's expense, conduct periodic visual inspections of water heaters serving the Premises and any associated pressure tanks (twice annually, at a minimum) to check for any signs of leakage, corrosion, rust, or line kinks.
 - Tenant shall, at Tenant's expense, replace/repair water heaters and/or pressure tanks serving the Premises that reveal signs of leakage, corrosion, rust, or line kinks.
 - Tenant shall not use any water heater serving the Premises that is more than 10 years old. Tenant shall, at Tenant's expense, replace each and every water heater and associated pressure tank serving the Premises once they reach 10 years of service.

COMMENCEMENT AGREEMENT

This COMMENCEMENT AGREEMENT (the "Agreement"), made and entered into as of 11/9/2022, by and between **HIGHWOODS REALTY LIMITED PARTNERSHIP**, a North Carolina limited partnership ("Landlord") and **TAMPA BAY WORKFORCE ALLIANCE, INC. D/B/A CAREERSOURCE TAMPA BAY**, ("Tenant")

WITNESSETH:

WHEREAS, Tenant and Landlord entered into that certain Office Lease dated April 27, 2022 (the "Lease"), for space designated as Suite 875, comprising approximately 7,059 rentable square feet (the "Premises"), in the Meridian One Building, ("the Building"), located at 4350 West Cypress Street, Tampa, Florida; and

WHEREAS, the parties desire to confirm the Commencement Date, Rent Commencement Date and Expiration Date, amend the Rent Schedule and further alter and modify said Lease in the manner set forth below.

NOW THEREFORE, in consideration of the mutual and reciprocal promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree to amend the Lease as follows:

1. *Lease Term.* The Commencement Date of the Term occurred on September 1, 2022. As a result, the Rent Commencement Date shall be January 1, 2023 and the Expiration Date shall December 31, 2029. Section 1.b of the Lease, entitled "Term", and all other references to the Commencement Date, Rent Commencement Date and Expiration Date in the Lease, are hereby amended accordingly.
2. *Base Rent.* The rent schedule provided in Section 1.f of the Lease is hereby confirmed as follows:

MONTHS	RATE PSF	MONTHLY RENT	CUMULATIVE RENT
9/1/22 – 12/31/22	\$0.00	\$0.00	\$0.00
1/1/23 – 8/31/23	\$31.00	\$18,235.75	\$145,886.00
9/1/23 – 8/31/24	\$31.93	\$18,782.82	\$225,393.84
9/1/24 – 8/31/25	\$32.89	\$19,347.54	\$232,170.48
9/1/25 – 8/31/26	\$33.87	\$19,924.03	\$239,088.36
9/1/26 – 8/31/27	\$34.89	\$20,524.04	\$246,288.48
9/1/27 – 8/31/28	\$35.94	\$21,141.71	\$253,700.52
9/1/28 – 8/31/29	\$37.02	\$21,777.02	\$261,324.24
9/1/29 – 12/31/29	\$38.13	\$22,429.97	\$89,719.88

3. *Additional Allowance.* Landlord and Tenant hereby acknowledge and agree that the cost of the Tenant Improvements exceeded the Allowance by \$36,966.39 (the "Additional Amount") and that Tenant is responsible for the Additional Amount. Notwithstanding the foregoing, Landlord hereby agrees that the Additional Amount shall be amortized over the initial Term at an annual interest rate of eight percent (8%), compounded monthly and that Tenant shall pay the Additional Amount, as amortized, in equal monthly installments during the initial Term commencing on January 1, 2023. The monthly payment shall be \$576.17 and shall be due and payable at the same time and in the same manner as monthly Base Rent.

4. *Miscellaneous.* Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the same definitions ascribed to them in the Lease. This Agreement may be executed in any number of separate counterparts by the parties hereto, each of which, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument. Any signature page from any such counterpart may be attached to any other counterpart to complete a fully executed counterpart of this Agreement. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.
4. *Lease Effectiveness.* Except as modified and amended by this Agreement, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, Tenant and Landlord have caused this instrument to be executed as of the date first above written, by their respective officers or parties thereunto duly authorized.

Tenant:

TAMPA BAY WORKFORCE ALLIANCE, INC.,
a Florida corporation D/B/A CAREERSOURCE TAMPA BAY

By:  _____

Printed Name: John Flanagan

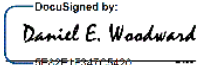
Title: President & CEO

Date: November 9, 2022

Landlord:

HIGHWOODS REALTY LIMITED PARTNERSHIP
a North Carolina limited partnership

By: Highwoods Properties, Inc.,
a Maryland corporation, its General Partner

By:  _____
Daniel E. Woodward
Senior Vice President and Market Leader