

**FACILITY USE AND LEASE
AGREEMENT
Between
LAKE-SUMTER STATE COLLEGE
And
CAREER SOURCE OF CENTRAL FLORIDA**

THIS FACILITY USE AND LEASE AGREEMENT (the "Agreement") is entered into by and between CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC., a Florida non- profit corporation, d/b/a CAREER SOURCE CENTRAL FLORIDA, INC. ("Career Source"), with a principal office located at 390 N. Orange Avenue, Suite 700, Orlando, FL 32801 and LAKE-SUMTER STATE COLLEGE ("LSSC") a political subdivision of the State of Florida located at 9501 U.S. Hwy. 441, Leesburg, FL 34788.

WITNESSETH

WHEREAS, LSSC is the owner and operator of the land, improvements and other facilities making up the higher education institution known as Lake-Sumter State College, main campus, located at 9501 U.S. Hwy. 441, Leesburg, FL 34788 (the "Campus");

WHEREAS, Career Source desires to expand their business operations into the Campus and agrees to provide job and career search and support services at the Campus to LSSC students and alumni (the "Career Source Services"); and

WHEREAS, in furtherance of to the facilitate the provision of Career Source Services, LSSC shall make available and lease to Careers Source approximately 12,000 square feet of space at the Campus more particularly depicted in Exhibit "A" attached to this Agreement (the "Premises") .

NOW, THEREFORE, in consideration of the premises and covenants contained herein, and for other valuable consideration (the receipt and sufficiency of which are hereby acknowledged) LSSC and Career Source (collectively, the "Parties") agree to the following terms and conditions:

Article 1. Term/Renewal

The Premises are leased for a term to commence on the date after Career Source completes renovations of the Premises, expected 8-12 weeks from the execution date of this agreement, and end on the fifth (5th) anniversary thereafter (the "Initial Term"), or on such earlier date as the Agreement may terminate as hereinafter provided. Career Source may, at its option, extend the Initial Term pursuant to the terms set forth under Exhibit "C" attached to this Agreement. The term of this Agreement may be extended with consent of the Board of Trustees on terms mutually agreeable to the parties in the form of a written amendment. The Parties agree to, within five days after the commencement of the Initial Term, the Parties will execute a mutual "Notice of Agreement Commencement" which shall confirm (i) the date of the commencement of the Initial Term, and (ii) the square footage of the Premises, as determined by Career Source's architect. Within five days after receipt by Career Source of a certificate of occupancy from the applicable legal authority for the tenant improvement work set forth in Exhibit "B" to this Agreement (the "Tenant Improvements"), the Parties will execute a mutual "Amended Notice of Agreement Commencement" which shall confirm the value of the Tenant Improvements, as documented by payment invoices and receipts for such work and materials.

At the expiration or earlier termination of the term, Career Source shall surrender to LSSC the possession of the Premises. Career Source shall leave the surrendered Premises and any of Career Source's improvements, as herein defined, in good and broom-clean condition, fair wear and tear accepted. All property that Career Source is required to surrender shall become LSSC's property at termination of the Agreement. Career Source is permitted to remove all personal property, including equipment purchased by Career Source, furniture, and trade fixtures, provided that any damage to the Premises shall be repaired by Career Source and provided that any items not removed shall be conclusively presumed abandoned and shall become the property of LSSC if said property is not removed within

fifteen (30) days of expiration or earlier termination of the term.

Article 2. Permitted Use

2.1 Career Source will be permitted to use the portion of LSSC Leesburg Campus Building M described in Appendix A, along with all the Common Areas and other Campus facilities reasonably required by Career Source to provide the Career Source Services. Only Career Source owners, officers, employees, and patrons shall occupy the Premises.

2.2 Career Source shall occupy and use the Premises as a satellite office and for the purpose of supporting their operations and to provide the Career Source services.

2.3 Career Source shall not use or allow the use of the Premises in any manner that constitutes waste, that constitutes a nuisance, that violates any applicable law, ordinance, or governmental regulation that materially increases the fire hazard, or that overloads the floor. There shall be no living quarters on the Premises. Career Source shall at its own cost and expense, obtain any and all licenses and permits necessary for such use. The Career Source shall comply with all governmental laws, ordinances, and regulations applicable to its use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances in or upon, or connected with the Premises.

Article 3. Common Areas

3.1 "Common Areas" shall mean the areas of LSSC property periodically designated by LSSC, in its sole discretion, as common areas for access by student, guests and invitees, and include, but are not limited to the following areas: designated parking areas; driveways; service courts; access and egress roads; sidewalks; opened and enclosed courts; landscaped and planted areas; emergency corridors; meeting areas; public restrooms; and general circulation space.

3.2 LSSC shall be responsible for operating, managing, equipping, lighting, heating, cooling, repairing and maintaining Common Areas, and shall pay all costs and expenses associated with such operating, managing, equipping, lighting, heating, cooling, repairing and maintaining of the Common Areas.

3.3 Career Source shall be responsible for the installation and financial obligation of any required internet service to support their business operation, provided that LSSC shall provide reasonable cooperation in connection with such installation.

Article 4. Services Not Provided

4.1 Unless agreed to in writing by the Parties, in advance, Career Source shall be responsible for acquiring and maintaining its own equipment and supplies and providing staff for the Premises.

4.2 LSSC provides security on the Campus when LSSC is in session. When LSSC is not in session, but Career Source is operational on the Campus, Career Source shall schedule and provide security at its expense.

Article 5. Rules and Regulations

5.1 LSSC reserves the right to periodically adopt and promulgate reasonable and necessary rules and regulations applicable to the use of property owned by LSSC and to amend and supplement such rules and regulations as LSSC's Board of Trustees and/or Administration deems necessary as long as it does not interfere with Career Source's operations within the Premises. W r i t t e n notice of such rules and regulations and of any amendments and supplements thereto shall be given to Career Source. Career Source shall comply with and observe all such rules and regulations. LSSC shall give written notice to Career Source of any proposed change in a rule or regulation which may directly impact Career Source's use of the Campus prior to the adoption by LSSC of such rule or regulation.

5.2 Rules and regulations may be promulgated in the form of catalogues, communications to the general public, specific notice to Career Source or any actions of LSSC's District Board of Trustees and/or Administration. Career Source shall comply with the conditions of all governmental approvals and any recorded covenants and restrictions affecting LSSC.

5.3 Neither Career Source nor LSSC shall take any action that violates Family Educational Rights and Privacy Act (FERPA) regulations or other federal or state mandated procedures.

Article 6. Non-disruption

6.1 Neither Career Source nor LSSC shall take any action against the other which would violate any contracts affecting the operations or delivery of instruction on LSSC's campus or which would create or contribute to any work stoppage, strike, picketing, labor disruption or dispute, or which would interfere, in any way, with the rights and privileges of any invitee, licensee, employee or any other person lawfully in and upon LSSC property, or which could cause any impairment or reduction of the good will and reputation of LSSC or Career Source.

6.2 Subject to the provisions of Chapter 119, Florida Statutes, LSSC and Career Source shall maintain confidentiality with regard to information about each other's programs, methods of delivering instruction or other trade secrets as may be discovered or communicated for the duration of this Agreement and as required to execute the terms of this Agreement.

Article 7. Alterations, Repair and Maintenance

7.1 Alterations: During the term of the agreement, Career Source may, at its total expense, from time to time, renovate or remodel the space and site plan. Provided further that Career Source shall comply with all governmental requirements regarding such renovation or remodeling and shall obtain LSSC's VP for Business Affairs written consent before modifying the space, which consent shall not be unreasonably withheld or delayed.

Any additions, alterations, changes or improvements made in or to the Premises by Career Source shall be in compliance with all insurance requirements and regulations and ordinances of governmental authorities and shall, upon the expiration or sooner termination of the Term, become the property of the LSSC; provided, however, LSSC may at its option, require Career Source, at Career Source's sole cost and expense, to remove any such additions, alterations, changes or improvements at the expiration or sooner termination of the Term, and to repair any damages to the Premises caused by such removal. Career Source hereby indemnifies LSSC against, and shall keep the Premises free from any and all mechanics' liens or other such liens arising from any work performed, material furnished, or obligations incurred by Career Source in connection with the Premises, and agrees to obtain discharge of any lien which attaches as a result of such work immediately after such lien attaches or payment for the labor or materials is due. No mechanics', laborers' or material men's lien arising from any improvements made or work performed by or for Career Source shall attach to or become a lien on LSSC's interest in the Premises, but shall attach to and become a lien only on Career Source's interest. LSSC hereby reserves the right at any time and from time to time during the Term to make any additions, alterations, changes or improvements (including without limitation, building additional stories) on, in or to the building in which the Premises are contained, and to build additional structures adjoining thereto.

7.2 Repairs by LSSC. LSSC agrees to deliver the Premises in its "As-Is" condition and to keep and maintain in good order and repair the structural components and exterior walls (exclusive of all signs, doors and glass, including plate glass) and all fixtures pertaining to heating, air-conditioning, ventilation, water, sewer, electrical and sprinkler systems (if any) of the Premises, and all other improvements making up the remainder of the Campus. LSSC gives Career Source exclusive control of the Premises and shall be under no obligation to inspect the Premises, but is not precluded from doing so with reasonable advance written notice. Career Source shall immediately report in writing to LSSC any defective condition actually known to it which LSSC is required to repair pursuant to this Section 7.2. Career Source's willful failure to report to LSSC any such condition or defect shall make Career Source responsible to LSSC for any liabilities, costs, expenses and attorney's fees incurred by LSSC as a result of defect, but only if

LSSC would not have reasonably known or discovered such default without notice from Career Source. LSSC's obligation to repair is expressly limited to those items set forth in this Section 7.2.

7.3 Repairs by Career Source. Career Source shall, at its own costs and expense, keep and maintain the Premises including Tenant Improvements and every part thereto and every part thereof, in good order and Career Source shall be liable for any damage to the Premises, except to the extent caused by LSSC's negligence or misconduct. Career Source agrees to return the Premises to LSSC at the expiration or sooner termination of this Agreement in as good condition and repair as when first received, reasonable wear and tear and damage by fire or other insurable casualty excepted. All damage or injury to the Premises, the building, or the Common Areas caused by the act or negligence of Lessee, its agents, employees, licensees, invitees or by visitors, shall be promptly repaired by Career Source at its sole cost and expense and to the satisfaction of LSSC. LSSC may make such repairs which are not promptly made by Career Source and charge Career Source for the cost thereof and Career Source hereby agrees to pay such amounts on demand as additional rent hereunder. Career Source shall have no right to make repairs at the expense of LSSC or to deduct the cost thereof from the rent due hereunder.

7.4 Condition of Premises. Career Source acknowledges that neither LSSC nor any agent or employee of LSSC has made any representation or warranty with respect to the Premises or with respect to the suitability thereof Career Source's use of the Premises as stated herein.

7.5 Rubbish Removal. Career Source shall keep the Premises clean, both inside and outside, and will, except to the extent of janitorial services provided under Section 7.7(v) below, remove all other refuse from the Premises to the dumpster provided. Career Source shall not burn any material or rubbish of any description upon the Premises or Common Areas. Career Source agrees to keep all accumulated rubbish in trash bin area and, except to the extent of janitorial services provided under Section 7.7(v) below, to have same removed regularly. In the event Career Source fails to keep the Premises and other portions heretofore described in the proper condition, LSSC may cause the same to be done for and on account of Career Source and Career Source hereby agrees to pay the expense thereof on demand as additional rent.

7.6 Sidewalks. Career Source shall neither encumber nor obstruct the sidewalks adjoining the Premises nor allow the same to be obstructed or encumbered in any manner. Career Source shall not place or cause to be placed any merchandise, vending machines or anything else on the sidewalk or exterior of the Premises without prior written consent of LSSC.

7.7 Services By Landlord: Landlord shall cause to be furnished to the Campus, or as applicable, the Premises, the following services and in accordance with the standards for comparable state college institution:

- i. Water (if available from city mains) for drinking, lavatory and toilet purposes.
- ii. Electricity for the Campus standard fluorescent lighting and Premises lighting, and for the operation of general office machines, such as electric typewriters, desk top computers, dictating equipment, adding machines and calculators, and general service non-production type office copy machines.
- iii. Campus standard lighting composed of 2' x 4' fixtures; Career Source shall service, replace and maintain at its own expense any incandescent fixtures, table lamps, or lighting other than the Campus standard light, and any dimmers or lighting controls other than controls for the Campus standard lighting.
- iv. Heating and air conditioning for the reasonably comfortable use and occupancy of the Campus and Premises during the hours of ("Business Hours"); provided that, heating and cooling conforming to any governmental regulation prescribing limitations thereon shall be deemed to comply with this service.
- v. Janitorial service through a contracted service to include sweeping of floors, dusting, trash removal, and the cleaning of restrooms Monday-Friday. Additional services may be available through the contracted party, at Career Source's sole cost.

- vi. Unreserved parking spaces of the Campus, for use by Career Source's employees and visitors in common with students of LSSC and invitees of LSSC.

Article 8. Signs

8.1 Career Source shall not erect or post any signs without first obtaining LSSC's written approval as to size, color, type, or locations of such signs. Career Source shall not display any banners, pennants, search lights, window signs, balloons, or similar temporary advertising media without LSSC's prior written approval. Any such approval required under this Article shall not be unreasonably withheld or delayed.

8.2 The Parties will cooperate to identify the appropriate means and methods of incorporating Career Source's signage needs into LSSC's signage and way finding methods.

Article 9. Rent

During the first year of this agreement, Career Source will pay an annual rental fee of \$14.00 per square foot of the space defined in Appendix A, plus sales tax. A 3% annual escalation adjustment will be added for each subsequent year of occupancy. Payment is due to the LSSC Business Office on the 1st of each month during the term of the agreement.

Article 10. Damages or Destruction of Building

In the event the Premises shall be destroyed or so damaged or injured by fire or other casualty during the term of this Agreement, whereby the same shall be rendered un-tenantable, or partly un-tenantable, then LSSC shall have the right to render said Premises tenantable by repairs within ninety (90) days therefrom and there shall be an abatement of the rent corresponding with the time during which, and the extent to which the Premises are un-tenantable.

If said Premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this Agreement. The cancellation herein mentioned shall be evidenced in writing.

Article 11. No Liability for Personal Property

All personal property placed or moved in the Premises, or Career Source improvements shall be at the risk of Career Source or the Owner thereof, and LSSC shall not be liable for any damage to said property or Career Source improvements or to Career Source arising from the bursting or leaking of water pipes, unless caused by the negligence or misconduct of LSSC.

Article 12. Assignment or Sub-Agreement

Career Source shall not, without first obtaining the written consent of LSSC, assign, mortgage, pledge, or encumber this Agreement, in whole or in part, or sublet the Premises or any part thereof. This covenant shall be binding on the Legal representatives of Career Source, and on every person to whom Career Source's interest under this Agreement passes by operation of law.

Article 13. No Waiver of Covenants or Conditions

The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Agreement cannot be modified or terminated orally.

Article 14. Construction Liens

Career Source shall never, under any circumstances, have the power to subject the interest of LSSC in the Premises to any construction or materialman's lien. Notwithstanding anything to the contrary contained in Article 7.1, Career Source shall, within thirty (30) days after notice from LSSC, discharge any construction liens for materials or labor claimed to have been furnished to the Premises on Career Source's behalf or have same transferred to bond. LSSC shall be entitled to record in the public records of Lake County in compliance with F.S. 713.10 notice that LSSC's interest in the Premises and LSSC's property shall not subject to any construction or mechanic's lien for work undertaken or on behalf of LSSC.

Article 15. Right to Inspect and Repair

LSSC may enter the Premises at any reasonable times, but with no less than three (3) days written notice to Career Source (except that no notice need be given in case of emergency), for the purpose of inspection or the making of such repairs, replacements, or additions in, to, on and about the Premises, as LSSC deems necessary or desirable. Career Source shall have no claim or cause of action against LSSC by reason thereof except as provided herein.

Article 16. Interruption of Services or Use

Interruption or curtailment of any service maintained in the Premises, if caused by strikes, mechanical difficulties, or any causes beyond LSSC's control whether similar or dissimilar to those enumerated, shall not entitle Career Source to any claim against LSSC or to any abatement in rent, and shall not constitute constructive or partial eviction unless LSSC fails to take such measures as may be reasonable in the circumstances to restore the services without undue delay. If the Premises are rendered untenable in whole or part, for a period of thirty (30) business days, by the making of repairs, replacements, or additions, other than those made with Career Source consent or caused by misuse or neglect by Career Source or Career Source's agents, servants, visitors, or licensees, there shall be a proportionate abatement of rent during such period.

Article 17. Personnel

Career Source shall ensure supervision of its employees while on the Campus. Governance of personnel for Career Source shall be the responsibility of Career Source; however, Career Source personnel must also adhere to LSSC rules and policies when on the Leesburg Campus. In the event it is necessary for LSSC's Dean of Students at South Lake or his designee to take immediate action relating to an employee of Career Source, contact will be made with Career Source as soon as practicable.

Article 18. Insurance: Indemnification

18.1 On or before the first day Career Source occupies the Premises, Career Source covenants and agrees to provide LSSC a copy of the policies or contracts of insurance and duplicate payment receipt and each policy renewal thereof and at all times maintain: (a) comprehensive general liability insurance for the mutual benefit of the Career Source and LSSC relating to the Premises in the amount of not less than One Million (\$1,000,000) Dollars each occurrence and Two Million (\$2,000,000) in the aggregate, for personal injury or death and of not less than One Million (\$1,000,000) Dollars for property damage which insurance shall name LSSC as an additional insured; (b) fire and extended coverage, vandalism, malicious mischief and special extended coverage insurance in the amount adequate to cover the cost of replacement of all building improvements in the Premises which were originally constructed or provided by or on behalf of Career Source as well as the cost of replacement of all fixtures, equipment, decorations, contents and personal property therein; (c) plate glass insurance with respect to all plate and other glass in the Premises only; and (d) workman's compensation insurance. Career Source shall deliver to LSSC at least fifteen (15) days prior to the time such insurance is first required to be carried by Career Source, and thereafter at least fifteen (15) days prior to the expiration of any such policy, a duplicate original or a certificate and true copy of all policies procured by Career Source in compliance with its obligations hereunder, together with evidence of payment therefore. Career Source shall cause all insurance policies required by the terms of this Agreement to provide for fifteen (15) days' written notice to LSSC by each insurance company of any cancellation of insurance. The minimum limits contained in this Article shall in no way limit or diminish Career Source's liability pursuant to the law or this Agreement. Career Source agrees that all personal property brought onto the Premises shall be at the risk of Career Source, and that LSSC shall not be liable for theft thereof or any damage thereto occasioned from any person.

18.2 LSSC and Career Source hereby acknowledge that LSSC, pursuant to Section 1004.725, Florida Statutes, is entitled to and does participate in a program of self-insurance through the Florida College System Risk Management Consortium, including replacement value property and casualty insurance. LSSC agrees to give Career Source thirty (30) day notice of any change in its insurance coverage.

18.3 Career Source hereby agrees to defend, indemnify and hold harmless LSSC, its trustees, officers, employees, agents, and representatives from and against any and all claims, and all costs, including reasonable attorneys' fees, expenses and liabilities, incurred in connection with any and all claims, actions or proceedings that arise out of or relate to: (a) any accident, injury, loss or damage whatsoever to any person or property as a result of Career Source's operations on campuses, unless such accident, injury, loss or damage is caused by LSSC; (b) the use and/or occupancy by Career Source of any and all of the Campus facilities; and/or (c) any negligent or intentional act or omission whatsoever of Career Source, or of any employee, agent, licensee, invitee or representative of Career Source, that in any way arises out of or relates to this Agreement or the programs and activities contemplated by this Agreement, provided that, in no event shall Career Source be responsible for any indemnification or hold harmless obligations if any such claim, cost or liability is incurred to LSSC's negligence or misconduct.

18.4 Subject to and without waiving the notice and limits of liability of and all other provisions of Sec. 768.28, Florida Statutes, LSSC shall indemnify and hold harmless Career Source, its officers, directors, employees, agents and representatives from and against any and all actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to property, only to the extent caused by the negligence of LSSC, its officers, employees or other authorized agents in connection with this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of LSSC as set forth in Section 768.28, Florida Statutes. The foregoing indemnity provision is not intended as a waiver of LSSC's common law right of sovereign immunity. The limited waiver of sovereign immunity set forth in Fla. Stat. 768.28 for tort actions brought against LSSC shall be applicable to any action brought pursuant to this indemnity provision, even if the indemnity action sounds in contract rather than in tort.

18.5 **Minors on Campus Provision:** Career Source shall conduct state and national criminal background check of its employees, agents, or representatives. Career Source shall be strictly and solely liable for any and all damages, losses, harms, lawsuits, demands, or claims of whatever kind or nature and wherever brought arising from any act of its employee, subcontractor, representative, or agent relating to controlled substances, sexual activity, theft, embezzlement, violent crimes, or other similar matters, and shall upon demand of LSSC pay all costs for any such damage, loss, harm, lawsuit, demand, or claim of whatever kind or nature, unless Career Source has in good faith challenged or appealed an such damage, loss, harm, lawsuit, demand or claim. LSSC may, in the exercise of its sole discretion and without cost or repercussion, forbid the presence upon its premises of any person based on the negative results of a background check.

18.6 **Criminal Backgrounds:** Career Source shall notify LSSC in advance about criminal records of any of its employees, agents, or representatives who shall be present on premises owned or controlled by LSSC, or in frequent close proximity to LSSC employees or students. Such notice shall include the name of the employee, agent, or representative; the nature of the offense and/or criminal conviction; the date and jurisdiction of conviction; and the sentence imposed as a result. Career Source shall instruct any of its employees, agents, and representatives with criminal records on the expected and appropriate conduct while on Campus, and shall fully and properly supervise such employees' activities. LSSC may, without cost or repercussion, exclude from its premises any of Career Source's employees, agents, or representatives who, in the exercise of LSSC's reasonable discretion, pose an unacceptable risk to LSSC's students, employees, or other legitimate interests. Career Source shall impose this same obligation on any of its sub-contractors or vendors under this Agreement. Career Source agrees to indemnify and hold harmless LSSC, its Board, officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from Career Source's failure to comply with the requirements of this paragraph and paragraph 18.5.

18.7 **Conduct and Comportment:** While representing LSSC, while on premises owned or controlled by LSSC and while interacting with people and entities connected to LSSC, Career Source, its agents, employees,

representatives and others acting on its behalf shall at all times comport him- or herself in a manner consistent with applicable laws, regulations and standards of conduct and care and shall reasonably comply with all applicable LSSC policies and procedures. Career Source, its agents, employees, representatives and others acting on its behalf shall not knowingly undertake any act that tarnishes, impugns or casts dispersion upon the name, reputation, or image of LSSC.

18.8 **Names and Trademarks:** Career Source shall not, without advance written permission by LSSC, use any name, trade name, trademark or other designation of LSSC hereto (including contraction, abbreviation or simulation) in advertising, publicity, promotional or any other activities or context; to express or imply any endorsement by LSSC; or in any manner whatsoever other than as herein included. Notwithstanding, Career Source may use the LSSC name for the purposes of providing maps or directions to the Premises.

Article 19. Quiet Enjoyment

Provided that Career Source performs all its obligations under this Agreement, LSSC covenants and agrees that at all times during the Term of this Agreement Career Source shall have the peaceable and quiet enjoyment and possession of the Premises without any manner of hindrance by LSSC or any persons lawfully claiming through LSSC.

Article 20. Termination Upon Default/Dispute Resolution.

20.1 Should LSSC or Career Source believe the other is in default of any of the provisions of this agreement, the non-defaulting shall provide written notice of default to the other. In the event a party has received such a notice of default, such defaulting party shall be allowed a period of five (5) days, from receipt of notice of said default from the non-defaulting party, within which to cure said default. If the defaulting party does not agree that it is in default or has failed to timely cure said default, then the dispute resolution procedures set forth below shall be utilized.

20.2.

- a. LSSC and Career Source acknowledge that issues and questions concerning Career Source's use of the Premises or the interpretation of this agreement are likely to occur. It is the intent of the parties that any such disagreements should be identified as quickly as possible and resolved using informal and escalating formal alternative dispute resolution processes identified below.
- b. To that end, any dispute that arises should be communicated as soon as either party becomes aware of an issue. The issue should be discussed by the Career Source Facilities Manager for Career Source and the Director of Facilities, and if possible, resolved at this level.
- c. If the disagreement cannot be resolved at the initial level, the Vice-President of Business Affairs of the College and Chief Financial Officer for Career Source shall meet and discuss and attempt to resolve the issue.
- d. If the disagreement cannot be resolved at the secondary level, the President for Career Source and College President shall meet, discuss the issue and attempt to resolve it. Should they be unsuccessful in resolving the issues, the parties are free to pursue any legal remedies available, including termination of this Agreement.

20.3 **Default.** The occurrence of one or more of the following is an event of default by Career Source:

- a. Career Source fails to perform and comply with any obligation imposed upon Career Source by this Agreement, Career Source fails to cure after notice as provided in 20.1 and the dispute resolution process in 20.2 does not resolve the issue.
- b. Proceedings under the Bankruptcy Act for bankruptcy or corporate reorganization or arrangement have been filed by or against Career Source, and if filed against Career Source have not been dismissed within 90 days after the filing.
- c. Career Source makes an assignment of Career Source's property for the benefit of creditors.

- d. A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Career Source's property and within thirty (30) days after appointment the officer is not discharged and possession of the property is not restored to Career Source.
- e. Career Source 's interest in the Premises or under this Agreement is the subject of taking or levy under execution, attachment, or other process of law and the action is not cancelled and discharged within thirty (30) days after its occurrence.
- f. Career Source abandons the Premises for a period exceeding 15 business days.

20.4 **Remedies.** If any such event of default occurs and exists, LSSC may immediately or at any time thereafter terminate this Agreement by giving Career Source written notice thereof with the effective date of said termination as determined by LSSC in its reasonable discretion. Termination may be in addition to or in connection with any other remedy allowed by law. If LSSC should violate, default or fail to perform any term of this Agreement applicable to LSSC, Career Source may terminate this Agreement and recover all damages allowed by law, including recovering from LSSC, the amortized value (straight line method over the Initial Term) of the Tenant Improvements, which value shall be set forth in the Notice of Agreement Commencement under Article I.

20.5 **Cumulative Remedies.** LSSC's remedies set forth in this Agreement are cumulative and not in limitation to any remedies given by law.

Article 21. Early Termination

21.1 **By LSSC.** LSSC, may, at its option terminate this Agreement by providing at least 180 days prior written notice to Career Source of its election to terminate this Agreement. Should LSSC terminate this Agreement during the Initial Term for any reason other than pursuant to exercise of its remedies under Section 20.4, LSSC shall pay to Career Source the amortized value (straight line method over the Initial Term) of the Tenant Improvements, which value shall be set forth in the Notice of Agreement Commencement under Article I.

21.2. **By Career Source.** Career Source may, at its option terminate this Agreement by providing at least 180 days prior written notice to LSSC of its election to terminate this Agreement. Should Career Source terminate this Agreement for any reason other than pursuant to exercise of its remedies under Section 20.4, Career Source shall not be entitled to recover any amortized value (straight line method over the Initial Term) of the Tenant Improvements, which value shall be set forth in the Notice of Agreement Commencement under Article I.

Article 22. Notice

No notice or other communications given under this Agreement shall be effective unless the same is in writing and is delivered in person or mailed by registered or certified mail, return receipt requested, first class, postage prepaid, or delivered via over-night courier, addressed: (1) to LSSC, attention President at the address set forth on page 1 of this Agreement, or to such other address as LSSC shall designate by giving notice thereof to Career Source, or (2) to Career Source, at the address set forth on page 1 of this Agreement or such other address as Career Source shall designate by giving notice thereof to LSSC.

Article 23. Miscellaneous

23.1 Amendment. This Agreement may be amended or modified, but only by a written instrument executed by the Parties.

23.2 Construction. This Agreement has been reached through mutual negotiation and shall be deemed to have been constructed by both parties and shall not be construed in favor of one party over the other by reason of drafting.

23.3 Invalidity. If one or more of the provisions of this Agreement are determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision of this

Agreement.

23.4 Florida Law and Venue. This Agreement shall be construed and interpreted under the laws of the State of Florida. Venue for any legal action arising out of this Agreement shall be in Lake County, Florida.

23.5 Performance. The failure of any party to require performance of any provision hereof shall not affect the right to require such performance at any time thereafter.

23.6 Relationships. Nothing in this Agreement shall be construed as creating an employer/employee or agency relationship between LSSC and the Career Source. Neither LSSC nor Career Source shall have authority to enter into any contract binding upon the other, or to create any obligation upon the other, in the absence of a written authorization signed by the other party.

23.7 Waiver. A waiver of a breach of any provision of this Agreement shall only be affected if such waiver is expressed in writing and signed by the waiving party. No waiver of a breach of any provision of this Agreement by either Party shall constitute a continuing waiver, nor shall the same be deemed to be a waiver of any subsequent breach.

23.8 Entire Agreement. This Agreement contains the entire agreement of the Parties. This Agreement supersedes all prior and contemporaneous agreements and understandings, oral or otherwise, between the Parties with respect to the matters contained in this Agreement and may not be modified or amended except as provided in this Agreement.

23.9 Execution. This Agreement may be executed in counterparts, and each counterpart whether original, photocopy, or facsimile copy, or any amalgamation thereof shall be deemed to be a binding original of this Agreement.

23.10 Prevailing Party. If either party resorts to litigation to remedy a breach of this Agreement by the other party the prevailing party in the litigation, in addition to any other remedies available under this Agreement or by law, may collect its reasonable attorney fees and other costs and expenses of litigation including costs and fees incurred for appeal.

23.11 NONDISCRIMINATION. Career Source will not discriminate in its employment practices or its treatment of employees or students on the basis of race, color, religion, sex, age, marital status, or national origin nor will Career Source discriminate against any qualified individual with a disability. Career Source recognizes that sexual harassment constitutes discrimination on the basis of sex.

23.12 Radon Gas. The following notification is provided pursuant to Section 404.056(5), Florida Statutes (2005): "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 gas and radon testing may be obtained from your county health department."

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352-365-3524), publicrecordsrequest@lssc.edu, 9501 U.S. Highway 441, Leesburg, FL 34788.

[execution signatures on the following page]

IN WITNESS WHEREOF, the Parties hereto have set their hands as of the 24th day and of January, 2018 9.

In the Presence of:

Sharon Bigard
(Signature of First Witness)

Kelly McLean
(Signature of Second Witness)

LAKE-SUMTER STATE COLLEGE

[Signature]
By: Dr. Stanley Sidor, President
"LSSC"

In the Presence of:

[Signature]
(Signature of First Witness)

[Signature]
(Signature of Second Witness)

CENTRAL FLORIDA REGIONAL
WORKFORCE DEVELOPMENT BOARD,
INC., a Florida non-profit corporation

Pamela Nabos
By:

Its: President
"Career Source"

Exhibit "A" Premises

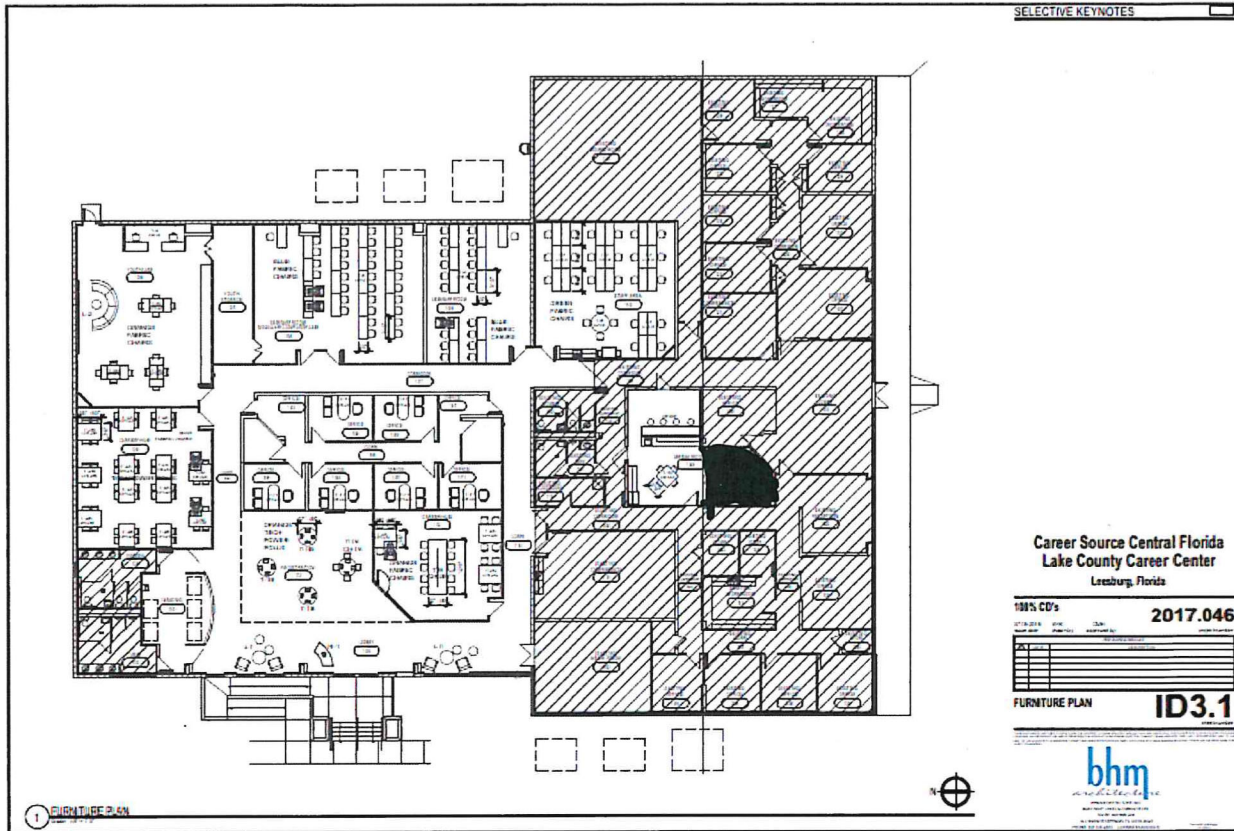


Exhibit "B"
Tenant Improvements

To be inserted when construction contract is executed.

Exhibit "C"
Renewal Option Terms

Provided that Career Source has never been in default of this Lease, Career Source shall have five (5) renewal option(s) of one (1) year per option to extend the Initial Term, provided that (i) Career Source shall provide written notice to LSSC of its election to extend the Initial Term no later than 90 days before the expiration of the Initial Term (and each one (1) year extension period thereafter) and (ii) the Board of Trustees for LSSC shall have approved such extension within forty-five (45) days after LSSC's receipt of Career Source's extension notice.

All terms and conditions of this Agreement shall remain unchanged and in full force and effect upon Career Source's extension of the Initial Term except that annual rent for the renewal Lease Term shall be as set forth in Article 9 of this Lease, increasing annually by 3.0% over the previous year.

Appendix A

Building M Space Occupancy Detail

Room #	Square Footage	% Utilization	Annualized Rate Year 1
100	820	100%	\$ 11,480.00
Hallways	1,672	100%	\$ 23,408.00
101	320	100%	\$ 4,480.00
102	190	100%	\$ 2,660.00
103	190	100%	\$ 2,660.00
104	792	100%	\$ 11,088.00
105	855	100%	\$ 11,970.00
106	1,125	100%	\$ 15,750.00
107	257	100%	\$ 3,598.00
108	1,127	100%	\$ 15,778.00
109	655	100%	\$ 9,170.00
111A	135	100%	\$ 1,890.00
111B	85	100%	\$ 1,190.00
111C	135	100%	\$ 1,890.00
111D	135	100%	\$ 1,890.00
112	638	100%	\$ 8,932.00
113	638	100%	\$ 8,932.00
114A	135	100%	\$ 1,890.00
114B	135	100%	\$ 1,890.00
114C	135	100%	\$ 1,890.00
114D	50	100%	\$ 700.00
145	233	100%	\$ 3,262.00
119	1,212	50%	\$ 8,484.00
	11,669		\$ 154,882.00