

AMENDMENT TO LEASE
LEASE EXTENSION

Agreement made this 21st day of July between JKJH, LLC. as Lessor and North Florida Workforce Development Board, INC. as Lessee, with premises located at 705 East Base Street, Madison, Florida.

Whereas, there is a certain lease dated January 1, 2019 now in effect between Lessor and Lessee and:

Whereas, it has been agreed that said lease shall be extended from its present expiration of December 31, 2023 for an additional term of 5 years effective January 1, 2024 to the last day of December 2029.

Now THEREFORE, it is agreed as follows:

1. The undersigned Lessor and Lessee hereby agree that said lease is renewed and extended for the initial period as stated above.
2. As consideration for the extension of said lease, Lessee shall pay to Lessor monthly rental payments in the amount of \$ 3208.33 per month plus Florida sales tax and Lessee's pro-rata share of CAM, RE Taxes and Insurance as per the lease. This rent is based on the reduction in space rented without 693 E. Base Street included in the rentable space. Taxes, Insurance, and CAM will also change to be \$802.00 per month.
3. Except for the foregoing conditions this renewal and extension shall be on the same terms of said original lease dated January 1, 2019 which terms are incorporated by reference thereto as if set for the herein at length.

In Witness Whereof, the parties have executed this lease Extension the day and year above written.

Lessor

Lessee

By: 

By: 

TENANT ESTOPPEL CERTIFICATE

To: Jeff Hendricks (“Buyer”)

and to: M P Partners (“Landlord”)
430 E. Shotwell Street Suite C
Bainbridge, Georgia 39819
Attn: Thomas S. Gates

From: North Florida Workforce Development Board, Inc. (“Tenant”)

Property Address: 669-755 E. Base Street, Madison, Florida 32340 (the “Property”)

Premises at Property: Suite 693 & 705 E. Base Street, Madison, Florida 32340 (the “Premises”)

The undersigned tenant (the “Tenant”) hereby certifies to you as follows:

(1) Tenant is a tenant at the Property under a lease dated January 1, 2019, for the Premises and that lease has not been canceled, modified, assigned, extended or amended except as follows: NONE (collectively the “Lease”). The Lease represents the entire agreement between the parties thereto as to the leasing and occupancy of the Premises, and there are no other agreements or side letters in force or effect between the Landlord and Tenant with regard to the Premises.

(2) All base rent, rent escalations and additional rent under the Lease has been paid through June 30, 2021. The amount of security deposit is \$1,135.00. Tenant is not entitled to any free rent, rent concessions, credits, offsets, deductions or abatements of rent. The security deposit is cash or a letter of credit.

(3) Base rent is currently payable in the amount of \$11,550.00 per quarter, and Tenant is currently making estimated payments for operating expenses and taxes in the amount of \$2,887.17 per quarter. Tenant's base year for payment of operating expenses is 2019, and Tenant's base year for payment of taxes is 2019.

(4) All requirements for the commencement of the Lease have been satisfied. The Lease commenced on January 1, 2019.

(5) The Lease terminates on December 31, 2023, and Tenant has the following rights or options of first offer, first refusal, renewal, expansion, contraction and/or termination: NONE [if none, state “none”]. There shall be no brokerage commissions or fees due in connection with the exercise of any Tenant rights or options of first offer, first refusal, renewal or expansion.

(6) (a) The Lease is in full force and effect; (b) the Lease is free from default by Landlord and Tenant and free from any event which could become a default under the Lease,

whether by the giving of notice or the passage of time; and (c) Tenant has no claims against Landlord or offsets or defenses against the payment of rent or additional rent.

(7) All conditions to be performed by Landlord pursuant to the Lease have been satisfied, including the completion of and payment for any leasehold improvements. Tenant has unconditionally accepted all leasehold improvements. Tenant is not entitled to receive any payments or credits on account of leasehold improvements.

(8) The Tenant has full possession of the Premises, has not assigned the Lease or sublet any part of the Premises and does not hold the Premises under an assignment or sublease, except: NONE.

(9) The Tenant has no rights or options to purchase the Property.

(10) The Tenant is not insolvent or bankrupt and is not contemplating seeking relief under any insolvency or bankruptcy statutes.

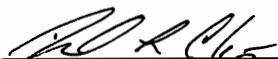
(11) The individual executing this Tenant Estoppel Certificate is authorized and empowered to do so on behalf of Tenant and to bind Tenant to the terms hereof.

(12) Tenant acknowledges that this Tenant Estoppel Certificate shall inure to the benefit of, and is being relied upon by, Landlord and Buyer, and each of their respective successors, assigns, and representatives, and shall be binding upon Tenant, and its successors, assigns and representatives.

Executed this ^{MAY} 20 day of ~~June~~, 2021.

TENANT:

North Florida Workforce Development Board, Inc.


By: Daniel Collins
Title: Board Vice Chairman

SHOPPING CENTER STORE LEASE

THIS INDENTURE made as of the 1st day of January, 2019 by and between M.P. Partners % Gates Property Management Company, Inc., hereinafter called "Lessor", and North Florida Workforce Development Board, Inc., hereinafter called "Lessee"; and Gates Property Management Co., Inc., hereinafter named Agent.

WITNESSETH:

WHEREAS, Lessee is desirous of leasing from Lessor and Lessor is desirous of leasing to Lessee certain premises hereinafter described, upon the terms, covenants and conditions set forth herein;

NOW, THEREFORE,

1. DEMISED PREMISES

1.1. In consideration of the rents hereinafter reserved and all of the terms, conditions, covenants and agreements hereinafter contained, Lessor hereby leases and demises to Lessee, and Lessee hereby rents, leases, and takes from Lessor, A. That store space measuring sixty (60) feet by one hundred (100) feet, said measurements being from center of partition to center of partition, and being from the outside of the front wall to the outside of the rear wall and delineated as Space "705" and B. That store space measuring twenty (20) feet by sixty (60) feet, said measurements being from center of partition to center of partition, and being from the outside of the front wall to the outside of the rear wall and delineated as Space "693". The demised premises are in the approximate location shown on the Plot Plan ("Plan") annexed hereto as Exhibit "A" and made a part hereof, together with the building constructed thereon by Lessor for use of Lessee (said land and building hereinafter sometimes referred to as "demised premises") within the Shopping Center located at 693 & 705 East Base Street, Madison, Florida 32340 | which Shopping Center is more fully described in Exhibit "B" annexed hereto and made a part hereto (the "Shopping Center"), subject to the restrictions, covenants, easements and conditions shown on said Exhibit "B".

1.2. Lessee shall have the rights of access and parking in the Shopping Center as hereinafter provided, together with all other easements, privileges, rights, tenements, appurtenances, hereditaments, and fixtures appurtenant thereto; subject, however, to the limitations in Lessee's rights of use as provided herein.

2. TERMS

2.1 The term of this lease shall be Two years (2) years from and after the "commencement date", which date shall be (A) thirty (30) days following written notice by Lessor to Lessee, notifying Lessee that the demised premises are substantially complete in accordance with the plans, specifications and approved written change orders except for minor details which do not interfere with Lessee's occupancy of the demised premises, or (B) the date upon which the demised premises are opened for business, whichever date shall first occur. Lessee agrees to provide Lessor with a verified statement setting forth the date which Lessee opens for business within twenty (20) days from the date hereof.

2.2 The term "lease year" as used herein shall mean a period of twelve (12) consecutive full calendar months. The first lease year shall consist of twelve (12) consecutive full calendar months plus the partial month, if any, beginning on the commencement date hereof. Each

succeeding lease year shall commence upon the anniversary date of the first full calendar month.

2.3 The parties hereto agree upon demand of the other, to execute a written document in recordable form expressing the commencement date and termination dates of the term hereof as such have been determined in accordance with the provisions of the previous paragraph.

3. USE AND RESTRICTION

3.1.a Upon the commencement of the term of this lease, Lessee shall proceed with due diligence to open for business in the demised premises and shall thereafter continually, actively and diligently during the term of this lease (except during any times when the demised premises may be untenable by reason of any conditions beyond the control of Lessee), during usual and customary business days and hours, occupy and use the demised premises for Offices and Training Facilities and for no other use.

3.1.b Lessee hereby agrees that it, its successors and assigns, or anyone holding by, through or under them, shall not use nor permit the use of the demised premises for any other purpose.

3.2 As long as Lessee occupies the demised premises in the Shopping Center (as the Shopping Center may be enlarged), Lessee, together with its customers, invitees and business guests, shall have the right to use, free of charge, but in common notwithstanding with Lessor, its successors, assigns, tenants, subtenants, concessionaires, licensees and any of their customers, invitees and business guests, all of the access and parking areas, access roads, service driveways, footways, sidewalks, exits, entrances and areas and facilities for the parking of automobiles at any time and from time to time existing in the Shopping Center, except for parking and other access areas reserved for the exclusive use of other tenants or occupants of the Shopping Center, and except for brief periods of time during which said areas are being repaired, altered or reconstructed.

3.3 Lessee covenants and agrees that no employees of Lessee shall use the parking areas in the Shopping Center for the parking of their personal vehicles, except in an area to be designated by Lessor for that purpose. Neither Lessor nor Lessee nor anyone holding under or through either of them shall make any charge for the use of the foregoing facilities to the other or to the customers, invitees or business guests of Lessor or of Lessee or of anyone else hereinbefore granted the right to use said facilities existing upon the Shopping Center, nor will either Lessor or Lessee permit anyone else to make any such charge for such use.

4. MINIMUM RENT

4.1 The annual minimum rental for each lease year shall be the sum of Sixty Thousand Seven hundred seventeen and 96/100 Dollars (\$ 60,717.96) Lessee covenants and agrees to pay in lawful money to the United States in equal quarterly installments of Fifteen thousand eight hundred forty-two and 40/100 Dollars (\$15,842.40) in advance on the first day of each quarter during said term at the office of Lessor or such other place and to such other person as Lessor may designate, without any setoff or deduction whatsoever, except as herein provided, with Lessee's covenant to pay rent being independent of any other covenant herein contained. If the term of this lease shall commence on a date other than the first day of a calendar month, the quarterly rate shall be prorated and shall be paid on the commencement date of the term hereof.

4.2 If Lessee shall fail to pay, within 20 days after same is due and payable, the Minimum

Guaranteed rental, percentage rental, or any additional rent or other chargers required hereunder, such unpaid amount shall bear interest from the due date thereof to the date of payment at the rate which is the lesser of eighteen percent (18%) per annum or the maximum interest rate permitted by law.

5. ~~PERCENTAGE RATE INTENTIONALLY DELETED~~

6. STATUS

Lessee agrees at any time and from time to time, upon not less than twenty (20) days' prior notice by Lessor, to execute, acknowledge and deliver to Lessor a statement in writing certifying that this lease is in full force and effect (of if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the rent and other charges have been paid in advance, if any, and stating whether or not Lessor is in default in performance of any covenant, agreement or condition contained in this lease, and if so, specifying each such default, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any party to whom such certificate may be delivered by Lessor.

7. CONSTRUCTION

7.1 The Plan shows the approximate location of existing buildings, if any, buildings under construction, if any, proposed buildings (which may or may not be constructed at option of Lessor) and certain areas reserved for future construction. Although Lessor need not build any buildings in the Shopping Center other than the buildings shown on the Plan, Lessor shall have the right to build additional buildings in the areas so specified on Exhibit "A". Lessor shall construct at Lessor's sole cost and expense, except as hereinafter expressly provided to the contrary, the buildings shown on the Plan at the approximate location and having the approximate outside dimensions shown on the Plan.

8. ADDITIONAL CONSTRUCTION IN PARKING AREAS

Notwithstanding anything in this lease to the contrary, Lessor shall be entitled (A) to construct or to have constructed, and thereafter lease or sublease, a building or buildings on any portion of the parking area of the Shopping Center, or (B) to lease or to sublease or to sell any portion of the parking area of the Shopping Center for the construction thereon of a building or buildings, provided, however, (A) no such building or buildings shall exceed one (1) story in height, shall unreasonably block the public's view of the remainder of the Shopping Center, shall be allowed to be operated in such a fashion as to violate any provision of this lease limiting the types of business operations which Lessor may permit or conduct in the Shopping Center, to the extent such limitation is now or hereafter permitted by law, and (B) the parking area of the Shopping Center shall not be allowed to drop below the ratio of four (4) parking spaces for each one thousand (1,000) square feet of floor space in all buildings of the Shopping Center or any other parking ratio or required number of parking spaces provided for elsewhere in this lease, whichever is greater.

9. COMPLETION OF CONSTRUCTION Deleted

10. ALTERATIONS AND REPAIRS

10.1 No alterations or additions to the demised premises shall at any time be made by Lessee without Lessor's prior written consent. If Lessor shall give its consent, all work, repairs and alterations made by Lessee shall be done in a good and workmanlike manner and in compliance with any applicable governmental rules and regulations and the cost thereof shall be paid by Lessee in cash or in equivalent, so that the demised premises shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the demised premises. Any alterations shall immediately become the property of Lessor, subject only to the use of same by Lessee during the term of this lease.

10.2 Lessor agrees to make all repairs and replacements to the roof and to the exterior structural portions of the building, exclusive of all plate glass, windows and doors. Lessee agrees to make all other repairs and replacements to the demised premises and the mechanical systems thereof, and Lessee agrees to keep the sidewalk in front of the demised premises free and clear of snow, ice and rubbish.

10.3 Lessee shall perform or cause to be performed routine maintenance on the heating, ventilating and air conditioning system serving the demised premises, including but not limited to timely changing of filters (at least monthly), adjustment and inspection of air handling mechanism and control equipment; inspection, maintenance and performance of necessary lubrication, testing and other such normal maintenance procedures, and shall keep in force a service contract on same in a form and with companies acceptable to Lessor. Lessor shall replace and repair such system at Lessor's sole cost and expense.

10.4 Lessor agrees to make available to Lessee all warranties on the aforementioned structures and equipment.

10.5 Lessee shall indemnify and save harmless Lessor from and against any and all costs, expenses, claims, losses, damages, fines or penalties, including reasonable attorneys' fees, because of or due to Lessee's failure to comply with the provisions of above Subparagraphs 10.1, 10.2 and 10.3, and Lessee shall not call upon Lessor for any disbursement or outlay of money whatsoever in connection with such work, and hereby expressly releases and discharges Lessor of and from any liability or responsibility whatsoever in connection herewith.

10.6 Nothing contained in this lease shall authorize Lessee to do any act which may create or be the foundation for any lien, mortgage or other encumbrance upon the reversion or other estate of Lessor, or of any interest of Lessor in the demised premises, or upon or in the building or improvements thereof; it being agreed that should Lessee cause any alterations, changes, additions, improvements or repairs to be made to the demised premises, or cause materials to be furnished or labor to be performed therein or thereon, neither Lessor nor the demised premises shall, under any circumstances, be liable for the payment of any expense incurred or for the value of any work done or material furnished to the demised premises or any part thereof; Lessee shall upon request of Lessor deliver such documents as may be required by Lessor in order to effectuate the lien protection required by this paragraph; all such alterations, changes, additions, improvements and repairs and materials and labor shall be at Lessee's expense and Lessee shall be solely and wholly responsible to contractors, laborers and materialmen furnishing labor and material to said premises and building or any part thereof. If, because of any act or omission of Lessee, any mechanic's or other lien or order for the payment of money shall be filed against the demised premises or any building or improvement thereon, or against Lessor (whether or not such lien or order is valid or enforceable as such), Lessee shall, at Lessee's own cost and expense, within fifteen (15) days after the date of filing thereof, cause the same to be cancelled and discharged of record, or furnish Lessor with a surety bond issued by a surety company reasonably satisfactory to Lessor, protecting Lessor

from any loss because of nonpayment of such lien claim and further shall indemnify and save harmless Lessor from and against all costs, expenses, claims, losses or damages, including reasonable attorneys' fees, resulting thereupon or by reason thereof.

11. INDEMNITY AND LIABILITY INSURANCE

11.1 Lessee agrees to and does hereby indemnify and save Lessor harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from the conduct or management of the business conducted by Lessee in the demised premises, or from any breach or default on the part of Lessee in the performance of any covenant or agreement on the part of Lessee to be performed, pursuant to the terms of this lease, or from any act or negligence of Lessee, its agents, contractors, servants and employees, in or about the demised premises, the sidewalks adjoining same and the other areas of the Shopping Center used by Lessee in common with others. In the event any action or proceeding is brought against Lessor by reason of any such claim, Lessee covenants to defend such action or proceeding by counsel reasonably satisfactory to Lessor.

11.2 Lessee will, during the term of this lease, at its own cost and expense, maintain and provide general liability insurance for the benefit and protection of Lessor and Lessee (said policy to name Lessor as co-insured), in an amount not less than \$200,000.00 for injuries to any one person, and not less than \$500,000.00 for injuries to more than one person and for damage to property in an amount of not less than \$50,000.00 arising out of any one accident or occurrence. Said policy shall cover the demised premises, the sidewalks adjoining same and the other areas of the Shopping Center used by Lessee. The public liability policy or certificate thereof shall be delivered to Lessor at the commencement of the term, together with proof of payment of premium and renewals thereof not less than twenty (20) days before its expiration date. Said policy and/or certificate shall contain an undertaking by the insurer to give Lessor not less than ten (10) days' written notice of any cancellation or change in scope or amount of coverage of such policy. If Lessee fails to comply with this requirement, Lessor may obtain such insurance and keep same in effect and Lessee shall pay Lessor the cost thereof upon demand as additional rent.

12. FIRE AND OTHER CASUALTY DAMAGE

If the demised premises shall be partially damaged by fire, natural disaster or acts of God, the damages shall be repaired by and the expense of Lessor and the rent until such repairs shall be made apportioned according to the part of the demised premises which is usable by Lessee. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of Lessor and for reasonable delay on account of "labor troubles", or any other cause beyond Lessor's control. If the demised premises are totally damaged or are rendered totally untenable by fire or other cause, or if the building shall be so damaged that Lessor shall decide to demolish it or to rebuild it, then or in any of such events, Lessor may, within ninety (90) days after such fire or other cause, give Lessee a notice in writing of such decision and thereupon the term of this lease shall expire by lapse of time upon the thirtieth (30th) day after such notice is given, and Lessee shall vacate the demised premises and surrender the same to Lessor.

13. WAIVER OF SUBROGATION

To the extent allowed by law, the Lessee releases and waives any claim or right of recovery against Lessor, its agents, subsidiaries and affiliated corporations for any loss resulting from

causes covered by insurance required to be obtained by Lessee under this lease and shall procure a waiver of subrogation on the part of the insurer against Lessor by an endorsement to all insurance policies whereby the insurer recognizes that the insured has waived any right of recovery from Lessor, its agents, subsidiaries and affiliated corporations. A copy of such endorsement shall be deposited with Lessor. Lessor shall not be liable for any damage to or destruction of any of Lessee's goods, merchandise, fixtures or property caused by fire or any other cause whatsoever, unless caused by the negligence, unlawful conduct, or breach of this lease by Lessor, its agents, employees, or representatives.

14. CONDEMNATION

The parties hereto agree that should the demised premises, or such portion thereof as will make the premises unusable for the purposes herein leased, be taken or condemned by competent authority for public or quasi-public use, then this lease shall terminate from the date when possession of the part so taken shall be required for the use and purpose for which it has been taken. If the lease continues after a partial taking, the rent shall abate proportionately as to the part taken. All compensation awarded for such taking of the building, the fee and the leasehold shall belong to and be the property of Lessor; except, however, that Lessor shall not be entitled to any portion of the award made to Lessee for the value of the Lessee's trade fixtures or leasehold improvements added by Lessee. Lessee shall not be entitled to any damages for the unexpired portion of the term of this lease, or injury to its leasehold interest.

15. ASSIGNMENT AND SUBLETTING

Lessee, for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this lease, nor sublet, nor suffer or permit the demised premises or any part thereof to be used by others without the prior written consent of Lessor in each instance. If, with consent of Lessor, this lease be assigned, or the demised premises or any part thereof be sublet or occupied by anyone other than Lessee, Lessor may, after default by Lessee, collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed to relieve Lessee of any of its obligations hereunder nor be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Lessee named herein from the further performance by such Lessee of the covenants on the part of Lessee herein contained, it being understood and agreed that Lessee named herein shall at all times remain the primary obligator under this lease. The consent by Lessor to an assignment or subletting shall not in any way be construed to relieve Lessee or any other tenant or occupant of the demised premises from obtaining the express consent in writing of Lessor to any further assignment or subletting. However, Lessor's prior written consent for Lessee subletting or assigning this lease shall not be unreasonably withheld.

16. TAXES, INSURANCE AND COMMON AREA CHARGES

16.1 Lessee shall pay as additional rent Lessee's proportionate share of taxes, insurance and common area charges.

16.1.a As used in Subparagraphs **16.1**, **16.2** and **16.3** of this Paragraph **16**, the term "taxes" shall include all taxes and assessments assessed, imposed or levied upon the Shopping Center, the demised premises, the common area, or the land underlying any of the foregoing during any fiscal tax year which occurs wholly or partially during the term of this lease. Further, the term "taxes" as used in Subparagraphs **16.1**, **16.2** and **16.3** of this Paragraph **16** embraces taxes and

assessments which are special, unforeseen, or ordinary. If any governmental authority imposes, assesses or levies a tax on rent or any other tax upon landlord as a substitute in whole or in part for a real estate tax or assessment, the substitute tax shall be deemed to be a tax within the meaning of this Paragraph 16 and shall be deemed to have been levied upon the Shopping Center. The term "taxes" as used in Subparagraphs 16.1, 16.2 and 16.3 of this Paragraph 16 shall also include all real estate taxes relating to the demised premises and a prorata share of all real estate taxes relating to any other portion of the Shopping Center to which Lessee enjoys rights of use under this lease. The term "taxes" as used in Subparagraphs 16.1, 16.2 and 16.3 of this Paragraph 16 shall not include those taxes or assessments enumerated in Subparagraphs 16.5 and 16.6.

16.1.b As used in Subparagraphs 16.1, 16.2 and 16.3 of this Paragraph 16, the term "insurance" shall include premiums for fire and extended coverage and general liability coverage for the Shopping Center and common area.

16.1.c As used in Subparagraphs 16.1, 16.2 and 16.3 of this Paragraph 16, the term "common area charges" shall include, but is not limited to, the cost of maintaining, repairing and cleaning the total parking area in the Shopping Center, keeping said parking area free from snow, ice, dirt and rubbish, the cost of maintaining, repairing and replacing the lighting fixtures and equipment and bulbs which illuminate the parking area in the Shopping Center and the cost of electricity consumed to light the parking area in the Shopping Center.

16.2.a Lessee's share of the foregoing costs shall be based on the proportion of said charges which is equal to the ratio of the number of square feet in the demised premises over the total number of square feet of the building in the Shopping Center and shall be Two thousand eight hundred eighty seven and 17/100 Dollars (\$2,887.17) per quarter, payable upon the first day of each quarter. Lessee's said share of the costs enumerated in Paragraph 16.1 is based upon Lessor's best estimate of such costs during the initial lease year. Lessor's estimate is based upon an allocation of:

One thousand four hundred seventy-five & 40/100 Dollars (1,475.40) per quarter for taxes,
Five hundred ten & 69/100 Dollars (\$ 510.69) per quarter for insurance and
Nine hundred one & 08/100 Dollars (\$901.08) per quarter for common area charges.

16.2.b In the event that Lessee's actual share of taxes for any applicable tax billing period exceeds the above estimated allocation for taxes, Lessee agrees to reimburse Lessor for any underpayment within twenty (20) days of being billed. Likewise, Lessor shall reimburse Lessee for any overpayment. Lessor will perform an annual accounting of all common area charges and insurance costs at the end of each fiscal year. If the cost to Lessor of Lessee's share of common area charges and/or insurance, as determined by such accounting, should during any lease year of the term or the extended term hereof exceed the amount allocated in Subparagraph 16.2.a. as Lessee's share of such expenses, then Lessee shall pay to Lessor, as additional rent, such excess within thirty (30) days of being billed therefore. Likewise, Lessor shall reimburse Lessee for any overpayment.

16.3 In the event another tenant in the Shopping Center has agreed to pay for the entire costs of those items enumerated in Subparagraph 16.1, Lessee agrees to reimburse said tenant or whoever else pays for the same, at the direction of Lessor, upon receipt of bills. Upon written request of Lessee, Lessor agrees to provide an itemized statement of such costs and expenses.

16.4 In the event Lessee shall fail to make the payments or reimbursements provided for in Subparagraphs 16.1, 16.2 and 16.3 above, Lessor shall have the same rights as if Lessee had failed to pay rent hereunder.

16.5 Lessee shall also pay, as and when they shall be due and payable, all water taxes, rates and/or meter charges, sewer taxes and sewer rental taxes, sales taxes or other governmental taxes, impositions or assessments based on rentals or occupancy, charges for public utilities, charges for gas, electric and other utilities or public utilities consumed on the demised premises and assessments on the demised premises.

16.6 Lessee shall also pay all taxes levied against personal property and trade fixtures placed by Lessee in or about the demised premises, including, but not limited to, shelves, counters, vaults, vault doors, wall safes, partitions, fixtures, machinery, refrigerators, and heating, ventilation and air conditioning equipment. If any such taxes are levied against Lessor or Lessor's property, and if Lessor pays same, or if the assessed value of Lessor's premises is increased by the inclusion therein of the value placed on such property, and if Lessor pays the taxes based on such increased assessment, Lessee, upon demand, shall repay Lessor the taxes so paid by Lessor or the proportion of such taxes resulting from such increased assessment.

17. REMEDIES

17.1.a If Lessee shall default in the payment of the rent reserved herein after the due date thereof, or in the payment of any other monies due hereunder within three (3) days from notice from Lessor for payment of the same, or any part of same, or Lessee shall default in the observance of any of the other terms, covenants and conditions of this lease after twenty (20) days notice from Lessor; or

17.1.b If Lessee shall fail to open to the public within sixty (60) days from the commencement of the term of this lease and thereafter during the term hereof continue to stay open for business to the public, or if the demised premises shall be abandoned, deserted or vacated, or if Lessee shall sublet the demised premises or assign this lease except as herein provided; or

17.1.c If Lessee shall make an assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or be adjudicated a bankrupt by any court and such adjudication shall not be vacated within thirty (30) days, or Lessee takes the benefit of any insolvency act, or Lessee be dissolved voluntarily or involuntarily or have a receiver of Lessee's property appointed in any proceedings other than bankruptcy proceedings, and such appointment shall not be vacated within thirty (30) days after it has been made; then, upon the happening of any or more of the defaults or events specified above, this lease and the term hereof shall be at the option and election of the Lessor to wholly cease and terminate, and thereupon or at any thereafter, Lessor may re-enter said premises either by force or otherwise and have possession of the same and/or may recover possession thereof by summary proceedings or otherwise (but Lessee shall remain liable to Lessor as hereinafter provided).

17.2 In the event of any one or more of the defaults set out in Subparagraphs 17.1.a., 17.1.b. and 17.1.c. above, all payments of rent, additional rent or of any other monies due from Lessee during the term of this lease or any extension thereof, shall, at the option of Lessor, become immediately due and payable in full. Lessor may re-enter the demised premises using such force for that purpose as may be necessary without being liable to any prosecution therefor, and Lessor may repair or alter the demised premises in such manner as to Lessor may deem necessary or advisable, and/or let or relet the demised premises and any and all parts thereof for the whole or any part of the remainder of the original term hereof or for a longer period, in Lessor's name, or as the agent of Lessee, and, out of any rent so collected or received, Lessor shall (A) pay to itself the expense and cost of retaking, repossessing, repairing and/or altering the demised premises, and the expense of removing all persons and property therefrom, and (B)

pay to itself any cost or expense sustained in securing any new tenant or tenants, and (C), if Lessor shall have declared all payments hereunder immediately due and payable in full as provided in this paragraph, pay to itself any balance on account of Lessee's liability to Lessor for such accelerated payments, provided, however, that nothing herein shall be interpreted as prohibiting Lessor from proceeding against Lessee for the full amount of such accelerated payments immediately upon the declaration thereof. Any entry or re-entry by Lessor, whether had or taken under summary proceedings or otherwise, shall not absolve or discharge Lessee from liability hereunder.

17.3 Lessee hereby expressly waives service of any notice of intention to re-enter. Lessee hereby waives any and all right to recover or regain possession of the demised premises or to reinstate or to redeem this lease as it is permitted or provided by or under any statute, law or decision now or hereafter in force and effect.

17.4 Lessor, in addition to the other rights and remedies given herein, and notwithstanding any statute or rule of law to the contrary, may retain as liquidated damages, any rent, security deposit or monies received by Lessor from Lessee or others in behalf of Lessee upon the execution hereof.

17.5 In any lawsuit or legal action based on this lease, the prevailing party shall be entitled to recover any and all reasonable costs and expenses incurred in enforcing or defending the party's rights and remedies under this lease.

18. ACCESS TO PREMISES

Lessor and Lessor's representative shall have the right to enter upon the demised premises at all reasonable times and without unreasonable interference with Lessee's business for the purpose of inspecting same or for making repairs, additions or alterations, or for the purpose of exhibiting same to prospective tenants, purchasers or others, and during the last six (6) months of the term of this lease, Lessor may maintain "For Lease" signs upon the demised premises.

19. REQUIREMENTS OF LAW

Unless such duty is imposed upon Lessor by this lease, Lessee shall comply with all laws, orders and regulations of federal, state, city, county and municipal authorities and fire insurance rating organizations which shall impose any duty upon the occupant of the demised premises.

20. NOTICES

All notices to be given pursuant to this lease shall be in writing and shall either be served personally or sent by certified or registered mail, postage prepaid, to the address of the parties below specified or at such other address as may be given by written notice in the manner prescribed in this paragraph. Notice shall be deemed to be given when delivered personally, if delivered, or on the date mailed as provided above, if mailed. Any notices to Lessor shall be sent to Lessor c/o The Gates Companies, Post Office Box 178, Columbus, Georgia 31902. Lessee's address for notices shall be 705 East Base Street. Madison FL. 32340

21. NO BROKER OR BROKERAGE

The parties agree that this lease was brought about without the services of a broker and that no brokerage commission is due as a result of the execution of this lease and Lessee represents

that no other party was instrumental in the consummation of this lease or is entitled to a brokerage fee other than the Agent named herein.

22. MEMORANDUM OF LEASE

The parties agree, upon request of either, to execute in recordable form a short form lease entitled "Memorandum of Lease", it being the intention of the parties that this lease will not be recorded, but only a memorandum thereof, unless recording of this instrument is required by law or any mortgagee of Lessor.

23. NO WAIVER

No delay or omission of the exercise of any right by either party hereto shall impair any such right or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. No requirements whatsoever of this lease shall be deemed waived or varied because of either party's failure or delay in taking advantage of any default, and Lessor's acceptance of any payment from Lessee with knowledge of any default shall not constitute a waiver of Lessor's rights in respect to such default, nor of any subsequent or continued breach of any such default or any other requirements of this lease. All remedies provided for herein shall be construed as cumulative and shall be in addition to every other remedy otherwise available to Lessor.

24. END OF TERM

Upon the expiration or other termination of the term of this lease, Lessee shall quit and surrender to Lessor the demised premises together with all buildings and improvements thereon, "broom-clean", in good order and condition, ordinary wear and tear and damage by the elements excepted. If the last day of the term of this lease or any renewal thereof falls on a Sunday, this lease shall expire on the business day immediately following. Lessee shall remove all property of Lessee as directed by Lessor and failing to do so, Lessor may cause all of the said property to be removed at the expense of Lessee, and Lessee hereby agrees to pay all costs and expenses thereby incurred. Lessee's obligations to observe or perform this covenant shall survive the expiration or other termination of the terms of this lease.

25. RELATIONSHIP OF PARTIES

Nothing herein contained shall be deemed or construed by the parties hereto nor by any third party, as constituting the Lessor a partner of Lessee in the conduct of Lessee's business, or as creating the relationship of principal and agent or joint ventures between the parties hereto, it being the intention of the parties hereto that the relationship between them is and shall at all times during the term of this lease be and remain that of Lessor and Lessee only.

26. LESSEE'S SIGNS

Lessee shall have the right to erect and maintain a sign on the front wall of the building forming a part of the demised premises, provided it is in harmony with the decor of the balance of the Shopping Center and provided Lessor has given its written consent to same, which consent shall not be unreasonably withheld. Said sign shall conform in every way with the rules and regulations of the building department having jurisdiction and with any law or ordinance

of the state, county and/or municipality, and Lessee agrees to and does hereby indemnify and hold Lessor harmless from all claims by reason of the erection or maintenance of said sign. Before erection of any such sign, Lessee shall submit a drawing thereof to Lessor for approval, and Lessee shall pay in advance of erection thereof the costs of any structural changes made by Lessor because of the erection of such sign. No sign or support therefore shall be placed on any roof.

27. CAPTIONS

The paragraph captions contained herein are for convenience only and do not define, limit or construe the contents of such paragraphs and are in no way to be construed as part of this lease.

28. DEFINITIONS

Words of any gender used in this lease shall be held to include any other gender and words in the singular number shall be held to include the plural when the sense requires.

29. SECURITY

29.1 Lessee has deposited with Lessor the sum of NONE Dollars as security for the faithful performance and observance by Lessee of the terms, provisions and conditions of this lease; it is agreed that in the event Lessee defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Lessor may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or any other sums as to which Lessee is in default or for any sum which Lessor may expend or may be required to expend by reason of Lessee's default in respect of any of the terms, covenants and conditions of this lease, including, but not limited to, any damages or deficiency in the re-letting of the premises, whether such damages or deficiency accrued before or after summary proceedings or other re-entry by Lessor. In the event that Lessee shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this lease, the security shall be applied, without interest, to the twelfth (12th) month's rent of the first lease year.

29.2 Lessor shall have the right to use the security deposit to pay part of the cost of the improvements to be constructed by Lessor hereunder.

30. EXCULPATION

Lessee agrees that Lessee shall look solely to Lessor's interest in the Shopping Center property of which the demised premises are a part and Lessor's personal property used in connection therewith for the satisfaction of any claim, judgment or decree requiring the payment of money by Lessor based upon any default hereunder, and no other property or assets of Lessor, its heirs, successors or assigns, shall be subject to levy, execution or other enforcement procedure for the satisfaction of any such claim, judgment, injunction or decree.

31. AUTHORITY TO EXECUTE

Lessor and Lessee do each hereby respectively represent to the other that it has the capacity and authority to enter into this agreement. Lessor owns the property described in Exhibit "B" or will own same prior to the commencement of the term herein.

32. ENTIRE AGREEMENT

This instrument of lease contains the entire and only agreement between the parties concerning the demised premises and no prior oral or written statements or representations, if any, of any party hereto or any representative of a party hereto, not contained in this instrument, shall have any force or effect. This lease shall not be modified in any way except by a writing executed by Lessor and Lessee, and no oral agreement or representations for rental shall be deemed to constitute a lease other than this agreement. This agreement shall not be binding until it shall have executed by Lessee and Lessor.

33. SUCCESSORS IN INTEREST

All provisions herein contained shall bind and inure to the benefit of the respective parties hereto, their heirs, personal representatives, successors and assigns. In the event Lessor or any successor-owner of the demised premises shall convey or otherwise dispose of the demised premises and/or the Shopping Center of which the demised premises form a part, all future liabilities and obligations of Lessor or such successor-owner as Lessor under this lease shall terminate upon such conveyance or disposal and written notice thereof to Lessee. Lessor shall have the right to assign this lease without the consent of Lessee and thereafter Lessor shall have no liability hereunder. In order to assign this lease, convey or dispose of the demised premises during the lease term, Lessor shall require the successor to sign a consent to be bound by the term of this lease and shall provide a copy of said consent to lessee.

34. LESSOR'S RIGHT TO CANCEL

Should the operation of Lessee's business be or become, or attract customers whose conduct is offensive, noxious, disruptive, abusive, obscene or threatening to the Lessor, the other tenants in the Shopping Center or the customers, invitees or employees of said other tenants, the Lessor may, at Lessor's option, cancel and terminate this lease, effective thirty (30) days after written notice thereof to Lessee.

35. —MERCHANTS' ASSOCIATION— – INTENTIONALLY DELETED

36. SUBORDINATION

Lessee agrees that this lease shall, at Lessor's option, at all times be subject and subordinate to the lien of any mortgage (which term shall include all security instruments) that may be placed on the demised premises by Lessor and Lessee agrees, upon demand and without cost, to execute such instruments as may be required to effectuate such subordination; provided, however, as a condition to this subordination provision, Lessor shall obtain from any such mortgagee an agreement in writing, which shall be delivered to Lessee, providing in substance that, so long as Lessee shall faithfully discharge to obligations on its part to be kept and performed under the terms of this lease, its tenancy shall be and remain undisturbed, nor shall this lease be affected by any default under such mortgage, and in the event of foreclosure or any enforcement of any such mortgage, the rights of Lessee hereunder shall expressly survive, and this lease shall in all respects continue in full force and effect, provided, however, that Lessee

fully performs all of its obligations under this lease.

37. Florida Law

The laws of the State of Florida shall govern the interpretation, the validity, performance, and enforcement of this lease.

38. EXHIBITS AND ADDENDA

Exhibits "A", "B", and "C" are hereby expressly made a part of this lease.

39. SPECIAL STIPULATIONS

A. Provided Lessee is not in default hereunder, Lessee shall have the right to terminate this lease on Sixty days (60) notice, based on the Lessee's determination, if the Lessee receives insufficient funding to continue this lease. In such event, Lessee shall surrender the demised premises within said 60 days and shall have no further obligation or responsibility after said surrender.

B. The lease term herein begins on January 1, 2019 and ends on December 31, 2020.

C. Lessee is exempt from Florida sales tax.

D. This document is effective on date signed below and replaces all existing leases.

E. After the initial two year term the lease will revert to the originally agreed upon rate of \$11,550.00 per quarter, plus CTI of \$2887.17 per quarter for an additional 3 year lease.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day of June 26th, 2019

Thomas S. Gates

LESSOR:
Gates Property Management Co., Inc.
as agent for M. P. Partners

Witness:

Jamie Don Wyatt

Witness: Notary Public



By: *Thomas S. Gates* (L.S.)
Thomas S. Gates, Managing Agent

Deane Head

Witness:

LESSEE:
North Florida Workforce Development
Board, Inc.

Witness: Notary Public

By: *[Signature]* (L.S.)

