

LEASE AGREEMENT
BETWEEN
THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA ("Lessor")
AND
WORKNET PINELLAS, INC. ("Lessee")

This Lease Agreement ("Lease") is made effective this 7 day of May, 2013, between The School Board of Pinellas County, Florida, a political subdivision of the State of Florida ("Lessor"), with its administrative offices located at 301 4th Street S.W., P.O. Box 2942, Largo, FL 33779-2942, and WORKNET PINELLAS, INC. ("Lessee"), a not-for-profit corporation organized and existing under the laws of the State of Florida, with a principal place of business at 13805 58th Street North, Suite 2-140, Clearwater, FL 33760.

ARTICLE 1. LEASED PREMISES

Description of Leased Premises

1.01. Lessor leases to Lessee, and Lessee rents and accepts from Lessor, certain school facilities located at 3420 8th Avenue South, St. Petersburg, FL, consisting of the eastern 15,105 square feet of Building 4 as shown in Exhibit "A" attached hereto (the "Premises"). The Premises shall be used to establish a "ONESTOP Center", which is an employee referral and placement center. Vehicular access and parking for ONESTOP Center shall be as designated by the Lessor.

Improvement to Premises

1.02. The Lessee may, with the prior written approval of the Lessor, make improvement to the Premises at Lessee's sole expense, including, but not necessarily limited to, electrical, information technology, signage, flooring, painting and cubicles. Prior to vacating the Premises upon termination of the Lease term, Lessee shall remove so many of the improvements as Lessor shall direct, and shall provide Lessee reasonable notice to accomplish such removal.

ARTICLE 2. TERM AND RENT

Term of Lease

2.01. The term of the Lease shall be for five (5) years, commencing on May 13, 2013 and ending on May 12, 2018, unless terminated at an earlier date for any reason set forth in this Lease.

Holdover

2.02. If Lessee holds over after the expiration of the Lease Term and continues to pay rent without objection from Lessor, the Lessee's tenancy shall be from month to month on all the terms and conditions of this Lease.

Rent

2.03. Lessee shall pay rent to Lessor in the amount of \$11.25 per square foot of leased space per year, which rent shall be without notice or demand and without abatement, reduction, or set-off for any reason, at the office of Lessor or any other place that Lessor may designate in writing.

Consideration for Reduced Rent

2.04. In consideration for the reduced rent charged to the Lessee, Lessee agrees to actively refer its clients to the Lessor's Pinellas Technical Education Centers programs (pTEC) and other appropriate Pinellas County School Board educational programs. Lessee shall serve as placement agent of pTEC graduates at no cost to Lessor or to the graduates.

Early Termination

2.05. In the event that Lessee's funding is substantially reduced in a manner that prohibits the continuation of Lessee's operations in the manner and nature as at the Lease commencement date, Lessor agrees, at Lessor's sole discretion, to either 1) negotiate a modification of this Lease by reducing the amount of space leased and the resultant Lease payments, or 2) terminate the Lease and release Lessee from any further obligations hereunder. In the event that Lessee's funding is discontinued, Lessor agrees to terminate this Lease and release Lessee from any further obligations hereunder. Lessee will provide the Lessor a minimum ninety (90) day notice of reduced or discontinued funding. In addition, either party may terminate this lease without cause upon 180 days written notice.

ARTICLE 3. USE

Primary Use

3.01. Lessee shall have the right to use the Premises for a ONESTOP Center for employee referral, placement and related services.

ARTICLE 4. LAWS AND GOVERNMENTAL REGULATIONS

Compliance With Legal Requirements

4.01. Lessee shall promptly comply with all laws and ordinances, and all orders, rules, regulations, and requirements of federal, state, and municipal governments

and appropriate departments, commissions, boards, and officers of these governments ("Legal Requirements") throughout the Term of this Lease, and without cost to Lessor. Lessee shall promptly comply with these Legal Requirements whether they are foreseen or unforeseen, or ordinary or extraordinary.

ARTICLE 5. LIENS AND ENCUMBRANCES

Creation Not Allowed

5.01. Lessee shall not create, permit, or suffer any mechanics' or other liens or encumbrances on or affecting the Premises or the fee estate of Lessor.

Discharge After Filing or Imposition

5.02. If any lien or encumbrance shall at any time be filed or imposed against the Premises or the fee estate of Lessor, Lessee shall promptly cause the lien or encumbrance to be discharged of record. If Lessee shall fail to cause the lien or encumbrance to be so discharged, then in addition to any other right or remedy of Lessor, Lessor shall be entitled but not obligated to discharge the lien or encumbrance either by paying the amount claimed to be due or by procuring the discharge by deposit or by bonding proceedings. In any event, Lessor shall be entitled to compel the prosecution of an action for the foreclosure of any lien or encumbrance by the leinor and to pay the amount of the judgment for and favor of the leinor with interest, costs, and allowances if Lessor elects to take this action. All amounts paid by Lessor and all of its costs and expenses in connection with the actions taken by Lessor, including court costs, reasonable attorneys' fees, and interest at the highest legal rate in effect at the time these moneys are due, shall be deemed to be additional rent under this Lease and shall be paid by Lessee to Lessor promptly on demand by Lessor.

Lessor Not Liable for Labor, Services, or Materials Furnished to Lessee

5.03. Lessor shall not be liable for any labor, services, or materials furnished or to be furnished to Lessee or to any sublessee in connection with any work performed on or at the Premises, and no mechanics' lien or other lien or encumbrance for any labor, services, or materials shall attach to or affect Lessor's fee estate in the Premises.

Phone and Communication Equipment

5.04. Lessee is responsible for providing at Lessee's sole expense all phone or other communications' equipment.

Office Equipment and Supplies

5.05. Lessee is responsible for providing at Lessee's sole expense all paper goods; office consumables; copies, copiers and copier maintenance, and supplies.

5.06. Lessee is responsible for the operation and monitoring of the Sonitrol access control security system for the Premises

ARTICLE 6. INSURANCE AND INDEMNITY

Property and Personal Injury Liability Insurance

6.01. At all times during the Term of this Lease, Lessee shall maintain, at its sole cost, comprehensive broad-form general public liability insurance against claims and liability for personal injury, death, and property damage arising from the use, occupancy, disuse, or condition of the Premises and Improvements, and adjoining areas. The insurance shall be carried by insurance companies authorized to transact business in the State of Florida, selected by Lessee and approved by Lessor. In addition, the following conditions shall be met:

(a) The insurance provided pursuant to this Paragraph 6.01 shall be in an amount no less than \$1,000,000 for property damage, and in an amount no less than \$1,000,000 for one person and \$1,000,000 for one accident for personal injury.

(b) The insurance shall be maintained for the mutual benefit of Lessor and Lessee, any succeeding owners of the fee title in the Premises, and any successors and assigns of this Lease. The insurance policy or policies shall name both Lessor and Lessee as insureds.

(c) The amounts of insurance shall be increased as Lessor may reasonably require from time to time to account for inflation, or generally increased insurance settlements or jury verdicts.

Certificates of Insurance

6.02. Upon execution of this Lease, Lessee shall furnish Lessor with a certificate of all insurance evidencing coverages required by this Article 6. Lessee agrees that if it does not keep this insurance in full force and effect, Lessor may notify Lessee of this failure, and if Lessee does not deliver to Lessor certificates showing all of the required insurance to be in full force and effect within ten days after this notice, Lessor may, at its option, take out and pay the premiums on the insurance needed to fulfill Lessees' obligations under the provisions of this Article 6. On demand from Lessor, Lessee shall reimburse Lessor the full amount of any insurance premiums paid by Lessor, with interest at the rate of ten percent per annum from the date of Lessor's demand until reimbursement by Lessee.

6.03. Lessor shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from any use of the Premises or Improvements, or caused by any defect in any building, structure, equipment, facility, or other improvement on the Premises, or caused by or arising from any act or omission of Lessee, or any of its agents, employees, licensees, or invitees, or by or from any accident, fire or other casualty on the land, or occasioned by the failure of Lessee to maintain the premises in safe condition. Lessee waives all claims and demands on its behalf against Lessor for any loss, damage, or injury, and agrees to indemnify and hold Lessor entirely free and harmless from all liability for any loss, damage, costs, or injury of other persons, and from all costs and expense arising from any claims or demands of other persons concerning any loss, damage, or injury, caused other than by the negligent or intentional act or omission of Lessor.

ARTICLE 7. MISCELLANEOUS

Maintenance and Repairs

7.01. Lessor shall be responsible for all structural repairs and maintenance to include, without limitation, roof repair, HVAC including filters and vents, and parking area. Lessor will be responsible for basic grounds maintenance. Any landscaping Lessee desires will be at the approval of the Lessor and will be funded and maintained by Lessee.

Lessor shall clean or replace the existing HVAC vent system.

Utilities

7.02. Lessor shall be responsible for the cost and expense of all utility services supplied to the Premises, to include electric, water, sewer, and garbage.

Janitorial Services

7.03. Janitorial services and supplies are the responsibility of the Lessee.

ARTICLE 8. DEFAULT

Events of Default

8.01. (a) Any one or more of the events listed in Subparagraphs (b) through (f) of this Paragraph 8.01 shall constitute a default under this Lease.

(b) Lessee's failure to pay rent within 30 days after the rent becomes due and payable in accordance with the terms, covenants, and agreements of this Lease shall constitute a default under the lease.

(c) Lessee's failure to observe or perform or cause to be observed or performed any other term, covenant, or agreement under this Lease, and continuation of this failure for a period of thirty days after Lessor's written notice to Lessee specifying the nature of Lessee's failure shall constitute a default under this Lease. However, a failure as described in this Subparagraph (b) shall not constitute a default if it is curable but cannot with reasonable diligence be cured by Lessee within a period of thirty days, and if Lessee proceeds to cure the failure with reasonable diligence and in good faith.

(d) Lessee's abandonment of the Premises and Improvements shall constitute a default under this lease.

(e) The occurrence of both of the following events at the date of the commencement of this Lease or during its effective Term shall constitute a default under this Lease:

(1) Filing a petition in bankruptcy or insolvency, for reorganization or the appointment of a receiver or trustee of all or a portion of Lessee's property, by or against Lessee in any court pursuant to any statute either of the United States or of any state.

(2) Lessee's failure to secure a dismissal of the petition within sixty days after its filing.

(f) Lessee's assignment of the leasehold interest under this Lease for the benefit of creditors shall constitute a default under this Lease.

Notice of Election to Terminate Lessee's Possession

8.02. Subject to the provisions of Article 7, if any event creating default occurs, Lessor may elect to terminate Lessee's right of possession under this Lease after thirty days from the date of service of notice of the election. If this notice is given, all of Lessee's rights, title, and interest in the Premises shall expire completely at the expiration of the thirty days, and Lessee shall quit and surrender the Premises and any Improvements erected on the Premises to Lessor.

Lessor's Entry After Termination of Lessee's Possession

8.03. At any time after the termination of Lessee's right of possessions under this Lease pursuant to Paragraph 8.02 of this Lease, Lessor may enter and possess the Premises and Improvements by summary proceedings, ejectment, or otherwise, and Lessor may remove Lessee and all other persons and property from the Premises and Improvements. If Lessor takes the actions described in this Paragraph 8.03, Lessor may then possess the Premises and Improvements and assume the right to receive all rents, income, and profits from the Premises and Improvements, and Lessor may also sell any of the improvements.

ARTICLE 9. EXPIRATION OF TERM

Lessee's Delivery of Possession After Termination or Expiration

9.01. On the expiration date of this Lease as set forth in Paragraph 2.01 of this Lease, or the termination of Lessee's possession under this Lease pursuant to Paragraph 8.03, or any entry or possession of the Premises and Improvements by Lessor, pursuant to Paragraph 8.03 (collectively referred to as the "Expiration Date"), Lessee shall promptly quit and surrender the Premises and Improvements, and deliver to Lessor actual possession and ownership of the Premises and Improvements in good order, condition, and repair.

Lessee's Removal of Movable Objects

9.02. Lessee shall have the right to remove from the Premises and Improvements all movable trade fixtures, movable equipment, and articles of personal property used or procured for use in connection with the operation of its business on or before the Expiration Date, provided that Lessee shall promptly repair, or cause to be repaired, any damage resulting to the Premises or Improvements by reason of the removal. Any trade fixtures, equipment, or articles of personal property of Lessee that remain at or on the Premises after the Expiration Date shall be deemed to have been abandoned by Lessee, and may either be retained by Lessor as its property or disposed of by Lessor without accountability to Lessee for the value of these trade fixtures, equipment, or articles of personal property, or any proceeds derived from the sale of these items.

ARTICLE 10. GENERAL PROVISIONS

No Waiver of Breach by Lessor's Actions

10.01. The failure of Lessor to seek redress for violation of, or to insist on the strict performance of any covenant, agreement, term, provision, or condition of this Lease shall not constitute a waiver of the covenant, agreement, term, provision, or condition. The receipt by Lessor of rent with knowledge of the breach of any covenant, agreement, term, provision, or condition of this Lease shall not be deemed a waiver of that breach.

Waiver of Any Provision Must Be Written

10.02. No provision of the Lease shall be deemed to have been waived, unless the waiver is in writing and signed by the party against whom enforcement is sought. No payment by Lessee or receipt by Lessor of a lesser amount than the rent stipulated in this Lease shall be deemed to be other than for the payment of rent or other charge owing by Lessee, as Lessor shall elect. No endorsement or statement on any check or any letter accompanying any check or payment as rent shall be deemed binding on Lessor or deemed an accord and satisfaction,

and Lessor may accept a check or payment from Lessee without prejudice to Lessor's right to recover the balance of the rent or other charges owing by Lessee, and without limitation on Lessor's right to pursue each and every remedy in this Lease or provided by law. Each right and remedy of Lessor provided for in this Lease shall be cumulative and in addition to every other right or remedy provided for in this Lease, or now or later existing at law, in equity, by statute, or otherwise.

Entire Agreement

10.03. This Lease and the Exhibit(s) annexed to the Lease contain the entire agreement between Lessor and Lessee, and any agreement made after the execution of this Lease between Lessor and Lessee shall be ineffective to change, modify, waive, release, discharge, terminate, or effect a surrender or abandonment of this Lease, in whole or in part, unless that agreement is in writing and signed by the party against whom enforcement is sought.

Notices

10.04. All notices and demands of any kind that either party may be required or may desire to give to the other in connection with this Lease must be given by registered or certified mail, return receipt requested, with postage fully prepaid and addressed to the party to be served at the party's address set forth above. Any notice shall be deemed received on first attempted delivery. Any party may change the address to which notices to that party are to be directed by notice given in the manner provided in this Paragraph 10.04.

Lessor's Entry and Inspection of Premises

10.05. Lessor, or its agents or designees, shall have the right to enter the Premises and Improvements during reasonable business hours for inspection, or to complete any work that may be necessary because of Lessee's default under any of the terms, covenant, and conditions of this Lease continuing beyond the applicable periods of grace, or to exhibit the Premises and Improvements to potential buyers and agents.

Partial Invalidity or Unenforceability

10.06. If any term, covenant, or condition of this Lease shall be invalid or unenforceable to any extent, the remainder of the terms, covenants, and conditions of this Lease shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Meaning of Term "Lessor"

10.07. The term "Lessor", as used in this Lease in relation to Lessor's covenants and agreements under this Lease, shall be limited to mean and include only the

owner or owners of the fee title to the Premises at the time in question. In the event of any conveyance of this fee title, Lessor named in this Lease and each subsequent grantor shall be automatically relieved, at the date of the conveyance, of all liability in respect to the performance of any of Lessor's covenants and agreements remaining to be performed after the date of conveyance, and each grantee shall be bound by all the covenants and agreements remaining to be performed under the Lease during the time of grantee's ownership.

Individuals Benefited by Lease

10.08. The Lease shall inure to the benefit of and be binding on Lessor and Lessee and their respective successors, and assigns except as otherwise provided in this Lease.

Assignment and Subletting

10.09. This Lease and the Term and estate granted by this Lease, or any part of this Lease or that Term and estate, may not be subleased or assigned, without Lessor's written consent.

Quite Enjoyment

10.10. Lessor covenants and agrees that Lessee, on payment of the rent and other charges provided for in this Lease and fulfillment of the obligations under the covenants, agreements, and conditions of this Lease, shall lawfully and quietly hold, occupy, and enjoy the Premises during the Term of this Lease without any interference from anyone claiming through or under Lessor.

IN WITNESS WHEREOF, Lessor and Lessee have executed and signed this Lease or have caused this Lease to be executed and signed as of the day and year first written above.

Lessor

The School Board of Pinellas County,
Florida

Lessee

WorkNet Pinellas, Inc.

By: _____

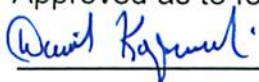
By: _____

Attest: _____

Printed Name

Title

Approved as to form:



School Board Attorney