



**VENDOR SERVICE AGREEMENT  
BY AND BETWEEN WORKFORCE ESCAROSA, INC.  
dba CAREERSOURCE ESCAROSA  
AND *BRENDA FEWOX (VENDOR)***

In consideration of the mutual covenant and stipulations set forth in the agreement herein, the parties hereby agree as follows:

**1. COMPLIANCE WITH POLICIES AND LAWS**

The warranty of this Section specifically includes compliance by Contractor and its subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor will comply, as applicable, with the provisions of the David-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub agreements.

**2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS**

Contractor certifies that it is not currently debarred, suspended, or excluded from the or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98. No contract shall be awarded to parties listed on the GSA List of Partied Excluded from Federal Procurement or Non-Procurement Programs.

**3. NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS**

As a condition of funding from CareerSource under Title I of the WIOA, Contractor assures that it will comply fully with the following:

- a. Title IV of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.
- b. Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- c. Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq. which prohibits discrimination on the basis of sex in educational programs
- d. The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et. seq., which prohibits discrimination on the basis of age
- e. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- f. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.

- g. The Americans with Disabilities Act of 1990, P.L. 101-336, prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- h. Equal Employment Opportunity (EEO): The Contractor agrees that it shall comply with the Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, require that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/subcontractor to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin as supplemented in Department of Labor regulation 29 CFR Part 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
- i. Contractor also assures that it will comply with the 29 CFR Part 37 and all other regulations implementing the laws listed above. The assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

#### **4. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS, SOLID WASTE**

Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violation of the above to the contract manager. Energy Efficiency: The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

Contractor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). The Contractor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962)

#### **5. CERTIFICATION REGARDING LOBBYING AND INTEGRITY**

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this agreement is in excess of \$100,000, Contractor must, prior to the contract execution, complete the Certification Regarding Lobbying Form.

#### **6. CONFIDENTIALITY**

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CareerSource customers and the immediate family of any applicant or customer, that identifies or may be used to identify them, and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CareerSource purposes related to the performance or evaluation of the Agreement may be divulged to CareerSource or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of

CareerSource. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

## **7. RIGHTS TO DATA/COPYRIGHTS AND PATENTS**

The Board, State of Florida, and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

## **8. MONITORING**

At any time as often as CareerSource, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United State and the State of Florida, or their designated agency or representative may deem necessary, Contractor shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpt or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the Contractors expense, at reasonable locations as determined by CareerSource. Contractor shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from CareerSource.

## **9. PUBLIC ANNOUNCEMENTS AND ADVERTISING**

Contractor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program.

## **10. PUBLIC ENTITY CRIMES**

Contractor shall comply with subsection 287.L33(2)(a), F.S. whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.0t?, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## **11. THE PRO-CHILDREN ACT**

Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

## **12. PROCUREMENT OF RECOVERED MATERIALS**

*Contractor agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.*

## **13. DOMESTIC PREFERENCES FOR PROCUREMENTS**

*Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.*

## **14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

*Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See Public Law 115-232, section 889 for additional information and 2 CFR part 200.471*

## **15. PROVISION OF SERVICES**

*Contractor agrees to provide goods and services as specified on Attachment 1.*

## **16. TERMS**

*This Agreement shall become effective May 16, 2022 and shall remain in force until December 31, 2022, unless otherwise terminated as provided for herein.*

## **17. TERMINATION FOR DEFAULT/CONVENIENCE**

*This modified agreement may be terminated as follows:*

- a. *Either party may request termination of modified agreement upon 30 days prior written notice to the other party.*
- b. *The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this is modified agreement is funded....*
- c. *The Board may unilaterally terminate this modified agreement at any time that it is determined that:*
  - I. *Contractor fails to provide any of the services it has contracted to provide; or*
  - I. *Contractor fails to comply with the provisions of this modified agreement; or*
  - II. *Such termination is in the best interest of the BOARD*
- d. *Written notification of termination must be registered mail, return receipt requested.*

*If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.*

*In the event this modified agreement is terminated for cause, Contractor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.*

*In instances where Vendors/sub grantees violate or breach modified agreement terms, the Board will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.*

**SPECIFIED GOODS AND/OR SERVICES**

Attachment 1

VENDOR NAME: **BRENDA FEWOX***Please ensure completion of good and services to be provided Including prices:*

| Type of Good or Service to be provided (please explain in detail):  | Price (list price) |
|---|--------------------|
| Consulting services to CSE Chief Executive Office and Finance team on an as needed basis not to exceed 100 hours (\$7500.00) from 5/23/22 thru 6/30/22 and not to exceed 250 hours (\$18,750.00) between 7/1/22 thru 6/30/2023. | \$75.00/hour       |
|   |                    |
|   |                    |

IN WITNESS WHEREOFF, Contractor and CareerSource have caused this agreement to be duly executed as of the date set forth below.

FOR THE BOARD



Dr. Marcus L. McBride, CEO-CareerSource Escarosa

  
Date



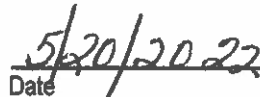
Kathaleen Cole, Chair - CareerSource Escarosa

  
Date

FOR THE VENDOR



Brenda Fewox

  
Date



Name/Title - Witness Signature

05/19/2022

Date

For each location of **BRENDA FEWOX**, please provide the following information:

|   |  |                |
|---|--|----------------|
| <b>Primary Location</b>                         | <b>Current</b>                           | <b>Changes</b> |
| <b>Contact Person</b>                           | Brenda Fewox                             |                |
| <b>Title</b>                                    | Consultant                               |                |
| <b>Mailing Address</b>                          | 1870 Lakepoint Drive<br>Bartow, FL 33830 |                |
| <b>Business Address (if different)</b>          |  |                |
| <b>Phone Number</b>                             | 863-205-0072 Cell<br>863-537-7391 H      |                |
| <b>Business Address</b>                         |  |                |
| <b>Phone Number</b>                             |  |                |
| <b>Fax Number</b>                               |  |                |
| <b>Email Address</b>                            | Bfewox1870@comcast.net                   |                |
| <b>Additional Locations (please list below)</b> |  |                |



This Security Services Agreement ("Agreement") is effective as of \_\_\_\_\_, between \_\_\_\_\_,

a \_\_\_\_\_ with its principal office  
at \_\_\_\_\_ ("Customer") and G4S  
Secure Solutions (USA) Inc., a Florida corporation, with its principal office located at 1395 University  
Boulevard, Jupiter, Florida 33458 ("G4S"). The parties agree as follows:

|               |   |                   |                        |  |
|---------------|---|-------------------|------------------------|--|
| Account Info: | Customer Name:  |                   | Customer Contact:      |  |
|               | Site Address (Location where services will be performed): |                   | Customer Address:      |  |
|               | Site Phone Number:  |                   | Customer Phone Number: |  |
|               | Site Fax Number:  |                   | Customer Fax Number:   |  |
|               |   |                   | Customer Email:        |  |
|               | Site Description:   |                   | Service Start Date:    |  |
|               |   | Service End Date: |                        |  |

|                |                  |  |                    |  |
|----------------|------------------|--|--------------------|--|
| Billing Info.: | Billing Contact: |  | Invoice Frequency: |  |
|                | Billing Address: |  | Payment Terms:     |  |
|                | Billing Phone:   |  | P/O Number:        |  |
|                | Billing Fax:     |  |                    |  |

|                       |   |  |  |
|-----------------------|---|--|--|
| Background Screening: | G4S standard background screening and any additional items set forth here to include: |  |  |
|                       |   |  |  |

|                                  |  |  |
|----------------------------------|--|--|
| Vacation, Holidays and Benefits: | Vacation benefits available to officers: | Additional benefits and/or holidays available to officers: |
|                                  |  |  |
|                                  |  |  |
|                                  |  |  |
|                                  | Health Benefits available to officers:   |  |
|                                  |  |  |



# Officer Information

|   |  |  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|--|
| Officer Type                                    |  |  |  |  |  |  |  |  |
| Position Assignment                             |  |  |  |  |  |  |  |  |
| Pre-Assignment Training Hours                   |  |  |  |  |  |  |  |  |
| Self-Study Training Hours                       |  |  |  |  |  |  |  |  |
| On-the-Job Training Hours                       |  |  |  |  |  |  |  |  |
| New Hire Training for Incumbents Hours          |  |  |  |  |  |  |  |  |
| Annual In-Service Training Hours                |  |  |  |  |  |  |  |  |
| Hours Per Week of Coverage                      |  |  |  |  |  |  |  |  |
| Regular Pay Rate                                |  |  |  |  |  |  |  |  |
| Regular Bill Rate                               |  |  |  |  |  |  |  |  |
| Overtime Pay Rate                               |  |  |  |  |  |  |  |  |
| Overtime Bill Rate                              |  |  |  |  |  |  |  |  |
| Holiday Pay Rate                                |  |  |  |  |  |  |  |  |
| Holiday Bill Rate                               |  |  |  |  |  |  |  |  |
| Training Pay Rate                               |  |  |  |  |  |  |  |  |
| Training Bill Rate                              |  |  |  |  |  |  |  |  |
| Vacation Pay Rate                               |  |  |  |  |  |  |  |  |
| Vacation Bill Rate                              |  |  |  |  |  |  |  |  |
| Scope of Services and Additional Pricing Notes: |  |  |  |  |  |  |  |  |



# Equipment

| Equipment Type | Monthly Cost | Notes: |
|----------------|--------------|--------|
|                |              |        |
|                |              |        |
|                |              |        |
|                |              |        |
|                |              |        |
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|                |              |        |
|                |              |        |
|                |              |        |

Additional Equipment  
Notes:



## Additional Terms and Conditions

|                                |   |
|--------------------------------|---|
| <b>1. SERVICES</b>             | G4S will provide Customer with security services in accordance with this Agreement ("Security Services"). Security personnel will perform Security Services in compliance with written post orders agreed upon by the parties.  |
| <b>2. OPTIONAL SERVICES</b>    | If Customer requests additional services beyond the Security Services specified above, G4S is available, upon written agreement, to perform additional services at G4S' established national short term rates. G4S is also available to perform disaster (floods, fires, earthquakes, hurricanes and other acts of God) or emergency (acts of the government, riots, strikes, acts of terrorism) services at stipulated disaster or emergency service rates subject to the parties entering into the respective disaster or emergency services agreement.   |
| <b>3. PERSONNEL</b>            | <ul style="list-style-type: none"> <li>a. All security personnel are employees of G4S and not of Customer.</li> <li>b. All security personnel will be neatly uniformed and courteous.</li> <li>c. All security personnel will be able to effectively communicate verbally and in writing and will be able to effectively respond to emergencies.</li> <li>d. All security personnel will demonstrate reliable attendance and other identified job skills.</li> <li>e. If Customer, at any time, is dissatisfied for any lawful and non-discriminatory reason with any security personnel assigned to the premises, G4S, upon request by Customer, will replace such security personnel.</li> <li>f. Customer will supply G4S with copies of any workplace policies with which security personnel must comply.</li> <li>g. Customer assumes any and all risk and responsibility in the event Customer takes direct control or supervision of G4S security personnel by requiring the employee to perform contrary to this Agreement.</li> </ul>  |
| <b>4. HIRING</b>               | Customer agrees that it will not employ any security personnel provided by G4S in the performance of this Agreement, for at least six (6) months after said security personnel completed his or her G4S assignment at any Customer site. In the event of Customer's breach of this provision, Customer agrees to reimburse G4S the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) per person for G4S' recruitment, screening and training costs.  |
| <b>5. RATES</b>                | Customer agrees to pay G4S at the hourly rates set forth herein, plus all applicable sales, use and/or similar taxes. Rates quoted are based on a forty (40) hour work week. Overtime rates are incurred when security personnel work in excess of forty (40) hours per week or eight (8) hours per day, whichever is applicable pursuant to local labor laws or applicable collective bargaining agreements, or if additional hours are requested by Customer at Customer premises outside the regular schedule and above the scheduled hours. The parties agree that any additional pre-assignment training requested by Customer will be direct billed at 1.33 times the straight-time pay rate and any additional post-assignment training will be direct billed at 1.4 times the straight-time bill rate. Holiday rates are incurred for hours worked on the legally recognized national holiday for: Thanksgiving, Christmas, New Year's, Memorial Day, Labor Day, Fourth of July and any other holidays agreed between G4S and Customer.   |
| <b>6. RATE CHANGE</b>          | If a legal mandate (e.g. change in costs mandated by law, including but not limited to licensing fees, Federal Insurance Contribution Act (FICA), Federal Unemployment Tax Act (FUTA), State Unemployment Insurance (SUI), Worker's Compensation, Collective Bargaining Agreements, regulatory costs associated with compliance with the Patient Protection and Affordable Care Act (PPACA), and/or Federal or State minimum wage laws) changes costs, rates shall be adjusted to account for same upon written notice to Customer. In addition, rates may be adjusted each November 1 for any increased costs for medical insurance premiums, participation rates or both. The rates quoted herein will remain in effect for one (1) year from the Effective Date. Once during any twelve (12) month period thereafter, both parties agree to renegotiate in good faith such rate adjustments as necessary to account for changes in contract economics, compensation, scope of work and other such matters.   |
| <b>7. INVOICES AND PAYMENT</b> | G4S will invoice Customer on a weekly basis. All invoices are due and payable within thirty (30) days of Customer receipt of invoice. Customer acknowledges and agrees payment in any other form other than check or EFT may result in transaction fees which fees shall be collected by G4S at the time payment is processed. If by check, payments shall be mailed to G4S Secure Solutions (USA) Inc., P.O. Box 277469, Atlanta, Georgia 30384-7469. Customer agrees to pay a late charge of 1.0% per month on any amount not paid within thirty (30) days of the date of invoice receipt. Customer agrees to pay reasonable attorney and all collection agency and other fees and expenses which may be incurred by G4S in the collection of unpaid invoices or any part thereof. G4S shall invoice Customer and collect any applicable tax imposed on all retail sales, leases and rentals of goods, and taxable Security Services, including but not limited to state and local sales taxes and gross receipts tax. If G4S collects any such taxes, G4S will be fully responsible for making all payments, declarations, and filings related to same. Customer indemnifies G4S for said taxes; and acknowledges that if any such taxes are understated or increased resulting from an audit, the Customer shall reimburse G4S upon request. Any questions or concerns regarding an invoice must be submitted in writing to the local G4S business office responsible for the invoice within sixty (60) days. Such inquiries are limited to hours worked, direct bill items, expenses and the specified bill rates charged. Any claims related to charges must be made in compliance herewith or they are waived.   |
| <b>8. INDEMNITY</b>            | It is understood and agreed between the parties that G4S is not an insurer and that the rate being paid for Security Services is for a security personnel service designed to deter certain risks of loss. Rates are not related to the value of the personal or real property where Security Services are performed. G4S makes no guarantee, implied or otherwise, that no loss will occur or that the Security Services supplied will avert or prevent occurrences or losses. Notwithstanding, G4S is not relieved of its responsibility to provide commercially reasonable best efforts in its performance of this Agreement. G4S shall be liable for any damage to the extent resulting from the negligence or intentional bad act(s) of G4S or its officers or employees, and shall defend, indemnify and hold Customer harmless for said damages including costs and reasonable attorneys' fees. Likewise, Customer agrees to indemnify and hold G4S harmless, including costs and reasonable attorneys' fees, to the extent caused by the negligence or intentional bad acts by Customer, its officers or employees. G4S also agrees to defend, indemnify and hold Customer harmless from and against any claims, demands, actions, suits, causes of action, or losses brought against Customer by G4S' employees or agents, except to the extent of the negligence or intentional bad act(s) of Customer or its employees or agents. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR LOSS OF BUSINESS OR PROFITS, PENALTIES, OR SPECIAL OR INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR LIQUIDATED DAMAGES. IN NO EVENT SHALL G4S' MAXIMUM, CUMULATIVE LIABILITY TO THE CUSTOMER FOR DAMAGES HEREUNDER EXCEED THE TOTAL AMOUNT OF FEES PAID TO G4S IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE DAMAGES; THE FORE-GOING LIMITATION SHALL NOT APPLY TO CLAIMS BROUGHT DIRECTLY AGAINST G4S BY THIRD PARTIES. CUSTOMER SHALL GIVE NOTICE TO G4S OF ANY LOSS, DAMAGE, EXPENSE, CLAIM, LAWSUIT, LIABILITY, FINE OR PENALTY (COLLECTIVELY HEREIN "CLAIM") WITHIN THIRTY (30) DAYS OF THE OCCURRENCE GIVING RISE TO THE CLAIM OR WITHIN TEN (10) DAYS OF RECEIPT OF NOTICE OF THE CLAIM. G4S SHALL NOT BE RESPONSIBLE FOR ANY CLAIM UNLESS THE REQUISITE NOTICE IS GIVEN TIMELY AND PROPERLY. |

## Additional Terms and Conditions

|                                     |   |
|-------------------------------------|---|
| <b>9. TAXES</b>                     | G4S will pay all wages, state and federal withholding taxes, social security taxes, local occupational taxes, unemployment taxes, and other amounts normally required by an employer arising from G4S' employment of the security personnel assigned to Customer's premises and G4S will indemnify and hold Customer harmless, including costs and reasonable attorney's fees, from and against any or all of these obligations.  |
| <b>10. INSURANCE</b>                | <p>a. G4S has procured, and will maintain in effect throughout the life of this Agreement, workers' compensation insurance in full limits as required by statute and employer's liability insurance with a limit of at least \$1,000,000.00, covering G4S' employees assigned to Premises. If any claim for Workers' Compensation benefits is asserted against Customer by any of said G4S employees or in the event of death by their personal representatives, then, upon timely written notice from Customer, G4S shall undertake to defend Customer against such claim(s) and shall indemnify and hold Customer harmless from and against any such claim(s).</p> <p>b. G4S has procured, and will maintain in effect throughout the life of this Agreement, a General Liability policy (covering bodily injury, personal injury and property damage) in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate. G4S agrees to name and maintain Customer as an additional insured on said liability policy. G4S' naming of Customer as an additional insured shall provide coverage to the extent of G4S' liability under the Agreement and shall in no event be construed for any purpose so as to make G4S or the issuer of such policies liable for the negligence (joint, concurrent, independent or individual), acts, errors or omissions of Customer or its employees.</p> <p>c. If the Security Services include the use of vehicles by G4S' security personnel, G4S will procure and maintain in effect throughout the life of this Agreement, an Automobile Liability policy in the amount of \$1,000,000.00 combined single limit (each accident).</p> |
| <b>11. CONFIDENTIAL INFORMATION</b> | All processes, documents, data, material, policies, or other information pertaining to Customer's business which is learned by G4S or furnished to G4S shall be maintained by G4S in strict confidence and shall not be used by G4S, except for the direct benefit of Customer, nor disclosed by G4S to any person or entity at any time for any reason unless required by law or to otherwise provide the Security Services pursuant to this Agreement. In furtherance of this provision, G4S agrees to execute such mutually agreed to confidentiality agreements as requested by Customer from time to time.   |
| <b>12. PROPERTY</b>                 | All Customer software, equipment, and other property used by security personnel shall remain the exclusive property of Customer. Likewise, any property furnished by G4S for use by security personnel while assigned at Customer shall remain the exclusive property of G4S. The Customer shall be responsible for carrying out its own virus checking procedures on all deliverables in accordance with good computing practice.  |
| <b>13. TERM</b>                     | This Agreement is effective as of the date indicated above and shall continue in effect until either party gives the other party written notice not less than thirty (30) days in advance specifying the date of termination. Either party may terminate this Agreement at any time, upon ten (10) days prior written notice to the other party, if the non-breaching party has notified the other that a material breach of this Agreement has occurred, and same has not been rectified in a timely manner. Notwithstanding the foregoing, G4S may terminate this Agreement upon twenty-four (24) hours prior written notice for non-payment. Either party may immediately terminate this Agreement if the other party has been declared bankrupt, files for bankruptcy protection, make an assignment for the benefit of creditors or is in receivership.  |
| <b>14. MODIFICATION</b>             | This Agreement may only be modified by mutual written consent of the parties. Customer may request G4S to assign security personnel at additional Customer locations; an amendment for said location(s) shall be executed by the parties and incorporated by reference into this Agreement.   |
| <b>15. FORCE MAJEURE</b>            | Neither party shall be liable for any failure or delay in performance of this Agreement, in whole or in part, where such failure or delay is caused by circumstances beyond that party's reasonable control, including but not limited to acts of God, severe weather, fire, terrorism, vandalism or civil riots, war, civil disturbance, labor activity or strike, court order or any other cause outside that party's exclusive and direct control.   |
| <b>16. ENTIRE AGREEMENT</b>         | This Agreement supersedes all previous agreements, oral or written, between G4S and Customer at any Customer location, and represents the entire Agreement between the parties. No other agreements or representations, oral or written, have been made. Any preprinted terms contained on a Customer purchase order shall be subject to this Agreement and any conflict between this Agreement and any pre-printed terms on commercial forms/paper shall be resolved in favor of this Agreement.   |
| <b>17. SEVERABILITY</b>             | The provisions of this Agreement are severable and the invalidity or ineffectiveness of any part thereof shall not affect or impair the validity and effectiveness of remaining parts of provisions of this Agreement.  |
| <b>18. ASSIGNMENT</b>               | Neither party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other. However, no consent is required for an assignment that occurs (a) to an entity in which the transferring party owns more than 50% of the assets, or (b) as part of a transfer of all or substantially all of the assets of the transferring party to any party. Any assignment or delegation in violation of this section shall be void.  |
| <b>19. NOTICES</b>                  | All notices to be given by either party shall be in writing and shall be sufficiently given or made by (i) delivery in person; (ii) facsimile; (iii) electronic mail; (iv) first class, registered or certified mail, postage prepaid; or (v) overnight courier addressed to the other party at its address set forth on page 1 of this Agreement or at such other address as the other party may have designated by notice given hereunder. Notices so given shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) day following mailing, whichever occurs first.  |
| <b>20. LEGAL COMPLIANCE</b>         | G4S certifies that the Security Services it provides will be performed in compliance with and subject to all state and federal statutes, municipal and local ordinances and the rules and regulations of any governmental agency or department which has jurisdiction over the performance of these Security Services.  |

## Additional Terms and Conditions

|  |   |
|--|---|
| <b>21. DISPUTE RESOLUTION</b>          | In the event of any dispute between the parties, Customer and G4S agree that they will make good faith efforts to resolve their differences, with the assistance of a mediator selected by mutual agreement. Mediation will take place in Jupiter, Florida, unless agreed otherwise. Each party shall bear its own associated expenses, including attorneys' fees, and the parties agree to equally share the mediator's fees and ancillary expenses.   |
| <b>22. LABOR ORGANIZATIONS</b>         | In the event G4S enters into any collective bargaining agreement covering G4S employees assigned to Customer, it is understood and agreed that G4S shall have sole control and responsibility for and will be sole signatory under and connected with all such labor negotiations, grievances, collective bargaining agreements and related labor matters.  |
| <b>23. THIRD PARTY BENEFICIARIES</b>   | Security Services provided pursuant to this Agreement are provided to Customer only. No other person or entity is, nor is intended to be, a third party beneficiary.  |
| <b>24. HAZARDOUS CONDITIONS</b>        | Customer represents and warrants there are no chemical or other hazards that require disclosure to G4S or its employees that have not previously been disclosed to G4S under the OSHA Chemical Hazard Communication Standard 1910.1200. Customer agrees to provide any training offered to its own employees to G4S employees and will provide G4S with copies of any training materials.   |
| <b>25. RELATIONSHIP OF THE PARTIES</b> | The parties to this Agreement are independent contractors and nothing in this Agreement shall be deemed or constructed as creating a joint venture, partnership, agency relationship or franchise between G4S and Customer. Neither party, by virtue of this Agreement, will have any right, power or authority to act or create an obligation, express or implied, on behalf of the other party. Each party assumes responsibility for the actions of their personnel under this Agreement and will be solely responsible for their supervision, daily direction and control, wage rates, withholding income taxes, disability benefits, or the manner and means through which the work under this Agreement will be accomplished. |
| <b>26. GOVERNING LAW</b>               | This Agreement shall be governed by the laws of the State where the majority of the work is performed.  |

**BY SIGNING BELOW, THE SIGNATORY REPRESENTS AND WARRANTS THAT S/HE IS DULY AUTHORIZED TO EXECUTE AND DELIVER THIS AGREEMENT ON BEHALF OF THE ENTITY FOR WHICH S/HE IS SIGNING AND THAT THE AGREEMENT IS BINDING UPON THE ENTITY.**

### Customer

**By:** Sheryl Rehberg

**Name:** Sheryl Rehberg

**Title:** Chief Executive Officer

**Date:** 05.11.2020

### G4S Secure Solutions (USA) Inc.

**By:** Steven Sinclair

**Name:**

**Title:** VP SER

**Date:** 5.12.20



**PUBLIC STORAGE  
AUTHORIZATION FOR AUTOMATIC PAYMENT PROGRAM**

Please read, complete and sign this form and return it to:

Public Storage  
Real Estate - Commercial Lease Administrator  
701 Western Ave  
Glendale, CA 91201  
FAX 818-543-7341  
Email: mmartinez@publicstorage.com

Tenant Name as shown on lease (please print): \_\_\_\_\_

Property Address Highway 90, Milton, FL

PS Property # 27424 Unit(s) \_\_\_\_\_

I hereby authorize PUBLIC STORAGE to charge the above-referenced account automatically each month an electronic debit entry to my bank account and to apply said charge toward the monthly payment of the charges agreed upon in my Lease Agreement with PUBLIC STORAGE for the Unit(s) stated above. I understand that I will remain responsible for monthly charges and additional late fees should there be insufficient funds available or otherwise made unavailable for payment.

I understand that it shall remain my obligation to notify PUBLIC STORAGE in writing or orally thirty (30) days in advance of my intent to terminate my tenancy. I further understand that if I vacate my Unit(s) without advising PUBLIC STORAGE, my account will be charged for the final balance due on the date that PUBLIC STORAGE becomes aware that I have vacated the Unit(s).

**Please attach a voided check from the account to be charged**

Checking Account Number: \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_

Bank/Financial Institution Name: \_\_\_\_\_

**Authorized by:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Date: \_\_\_\_\_

I

Initial \_\_\_\_\_

Office: (678) 567-4971 | Fax: (678) 567-4971  
Cell: (770) 334-7647 | cwing@publicstorage.com

## TENANT ESTOPPEL

The undersigned ("Tenant") hereby certifies to PS FLORIDA ONE, INC., a Delaware corporation (together with its affiliates, successors and assigns, collectively, "Buyer"), that, as of the date hereof:

1. The undersigned Tenant is the tenant under that certain Lease Agreement (as modified, the "Lease"), dated February 22, 2021, between Tenant and Chantilly Properties, Inc., a Florida Corporation (with its successors and assigns, "Landlord"). The Lease has not been amended except as follows (if none, write "none"): none.
2. Except as set forth in paragraph 1 above, the Lease has not been amended, supplemented or otherwise modified, nor have any provisions thereof been waived by Landlord. The Lease, as so modified, constitutes the entire agreement between Landlord and Tenant with respect to the Premises and the Property. There are no other agreements between Landlord and Tenant. The Lease is in full force and effect.
3. Under the Lease, Tenant occupies the premises known as Suite 5723 (the "Premises") at the property located at 5723 Highway 90, Milton, Florida 32583 (the "Property"). The Premises contain approximately 3,000 rentable square feet of space.
4. Tenant has not sublet all or any portion of the Premises and has not assigned, transferred or encumbered any of its rights or interests under the Lease.
5. No event has occurred and no condition exists that constitutes, or with notice, the lapse of time or both, would constitute, a default by Tenant or, to Tenant's knowledge, Landlord under the Lease. Tenant has no existing defenses or offsets against enforcement of the Lease by Landlord.
6. Tenant has accepted possession of the Premises. Any improvements required to be constructed on the Premises have been completed, accepted and paid for in full. There are no outstanding improvement or construction allowances or contribution obligations by Landlord under the Lease. No broker commissions are or will be due regarding the Lease or any renewal, extension or expansion thereof.
7. The current term of the Lease commenced on July 1, 2021 and expires June 30, 2023 (including any extensions thereto, the "Term").
8. Tenant has no option or right to extend or renew the Term except (if none, write "none"): none.
9. Tenant has no option or right to expand the Premises or to lease or occupy any other portion of the Property except (if none, write "none"): none.
10. Tenant has no option or preferential right to purchase all or any portion of the Property.
11. The current base rent payable annually under the Lease is \$38,400.00, payable in equal monthly installments of \$3,200.00. There is additional rent due under the Lease, which is calculated as follows (if none, write "none"): Common Area Maintenance expenses as set forth in Article III, Section 3.2, currently \$350.00 per month. All base rent and additional rent, if any, under the Lease has been paid through and including the month of May, 2022. Excluding security deposits, no rent has been paid more than one month in advance.

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Page 1 of 2

12. Tenant's security deposit under the Lease is \$n/a. Landlord has not applied any portion of the security deposit to any Tenant obligation under the Lease.
13. Tenant is not entitled to any free rent, partial rent, rent abatement, rebate of rental payments, rent credit, offset or other reduction in rent.
14. There has not been filed by or against Tenant a petition in bankruptcy, any assignment for the benefit or creditors, any petition seeking reorganization or rearrangement under the bankruptcy laws of the United States, or any state thereof, or any other action brought under bankruptcy or insolvency laws with respect to Tenant.
15. The undersigned has due power and authority to execute this Estoppel on behalf of Tenant. This Estoppel shall be binding on Tenant and its successors and assigns.
16. Tenant understands that Buyer is relying on this Estoppel in connection with its acquisition of the Property and consents to such reliance. Tenant understands that it shall be estopped from making claims or assertions contrary to the matters set forth in this Estoppel.

Tenant has executed this Estoppel as of the date next to its signature below.

**Tenant:**

Workforce Escarosa, Inc., a Florida Corporation dba CareerSource Escarosa,

By:

Name:

Title:

Date:

MBR McBride  
Marcus L. McBride  
Chief Executive Officer  
May 18, 2022



## LEASE AMENDMENT AND COMMENCEMENT DATE AGREEMENT

This Lease Amendment and Commencement Date Agreement ("Amendment") made this 6<sup>th</sup> day of JUNE, 2020, by and between VGP EASTGATE 1, LLC, a Florida limited liability company ("Landlord"), and WORKFORCE ESCAROSA, INC., a Florida corporation ("Tenant").

### WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement dated as of April 30, 2019 (the "Lease"), pursuant to which Tenant leases from Landlord certain premises consisting of 19,250 square feet located in that certain shopping center commonly known as Eastgate Plaza, more particularly described as 6901 N. 9<sup>th</sup> Ave., Pensacola, Florida 32504, Suites 12-15 (the "Premises"); and

WHEREAS, Landlord and Tenant desire to amend and confirm the Commencement Date, the Expiration Date and the Rent Commencement Date of the Lease and also to amend certain exhibits attached to the Lease;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, Landlord and Tenant agree as follows:

1. Recitals. All of the foregoing recitals contained in this Amendment are true and correct and are made a part hereof as if set forth herein in full.
2. Delivery of Premises. Tenant acknowledges and agrees that Landlord has completed the Landlord's Work and has delivered the Premises to Tenant pursuant to and in compliance with the terms of the Lease.
3. Commencement Date. Section 1.5 of the Lease is hereby modified to provide that the Lease Term shall commence on April 1, 2020 (the "Commencement Date").
4. Rent Commencement Date. Section 1.5 of the Lease is further modified to provide that the Rent shall commence on September 1, 2020 (the "Rent Commencement Date"). Rent shall be abated for the months of April – August, 2020, June, 2024, and June, 2026, as reflected on Exhibit "D" attached hereto and incorporated herein.
5. Expiration Date. The Lease Term shall expire on March 31, 2030 (the "Expiration Date").
6. Rent Schedule. Exhibit "D" to the Lease is hereby deleted in its entirety and replaced with Exhibit "D" attached hereto and incorporated herein.
7. Termination Fee. Exhibit "H" to the Lease is hereby deleted in its entirety and replaced with Exhibit "H" attached hereto and incorporated herein.

8. **Ratification.** Tenant hereby ratifies and confirms its obligations under the Lease, and represents and warrants to Landlord that (a) the Lease is and remains in good standing and in full force and effect, (b) Tenant has no claims, counterclaims, set-offs or defenses against Landlord arising out of the Lease or in any way relating thereto or arising out of any other transaction between Landlord and Tenant, and (c) Landlord is not in default under the Lease and has satisfactorily complied with all of its obligations set forth in the Lease.

9. **Full Force and Effect.** Except as modified hereby, the Lease shall remain in full force and effect and this Amendment shall be binding upon Landlord and Tenant. This Amendment shall be governed by the laws of the State of Florida.

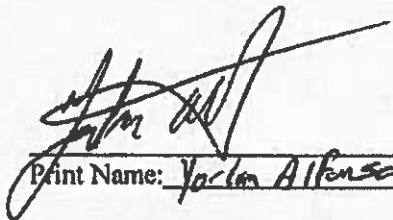
10. **Conflict.** In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Lease, this Amendment shall control and prevail.

11. **Severability.** If any provision of this Amendment, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of the Amendment, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

*[signatures appear on the following pages]*

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease Amendment and Commencement Date Agreement to be duly executed on the date first written above.

Signed, sealed and delivered  
in our presence as witnesses:

  
Print Name: Yacim Alfonso

  
Print Name: STEVE MONTALVO  
As to Landlord

LANDLORD:

VGP EASTGATE 1, LLC, a Florida limited  
liability company

By: The Validus Group, LLC, a Florida limited  
liability company, as its Manager

By:   
Mario Garcia, Jr., as its Manager

Date: June 23<sup>rd</sup>, 2020

TENANT:

WORKFORCE ESCAROSA, INC., a Florida  
corporation

Nacemah T. Frazier  
Print Name: Nacemah T. Frazier

Sheila Dunford  
Print Name: SHEILA DUNFORD  
As to Tenant

By: Steve Rhodes  
Name: STEVE Rhodes  
Its: Chairman of the Board

Date: 06/16, 2020

**EXHIBIT "D"**

**BASE RENT SCHEDULE  
TO BE MADE A PART OF LEASE BETWEEN**

**VGP EASTGATE 1, LLC, a Florida limited liability company,  
AS LANDLORD,**

**AND**

**WORKFORCE ESCAROSA, INC., a Florida corporation,  
d/b/a CareerSource Escarosa,  
AS TENANT**

|              |  |                   |                       |                     |
|--------------|--|-------------------|-----------------------|---------------------|
| <b>TERM:</b> | <b>Original Lease</b>                        | <b>PSF</b>        | <b>Monthly</b>        | <b>Total</b>        |
|              | Mos. 1 - 5*                                  | \$0.00            | \$0.00                | \$0.00              |
|              | Mos. 6 - 12                                  | \$20.00           | \$32,083.33           | \$224,583.31        |
|              | Mos. 13 - 24                                 | \$20.60           | \$33,045.83           | \$396,550.00        |
|              | Mos. 25 - 36                                 | \$21.22           | \$34,037.21           | \$408,446.50        |
|              | Mos. 37 - 48                                 | \$21.85           | \$35,058.32           | \$420,699.90        |
|              | Mos. 49 - 50                                 | \$22.51           | \$36,110.07           | \$72,220.14         |
|              | Mos. 51*                                     | \$0.00            | \$0.00                | \$0.00              |
|              | Mos. 52 - 60                                 | \$22.51           | \$36,110.07           | \$324,990.63        |
|              | Mos. 61 - 72                                 | \$23.19           | \$37,193.38           | \$446,320.52        |
|              | Mos. 73 - 74                                 | \$18.88           | \$30,288.34           | \$60,576.68         |
|              | Mos. 75*                                     | \$0.00            | \$0.00                | \$0.00              |
|              | Mos. 76 - 84                                 | \$18.88           | \$30,288.34           | \$272,595.06        |
|              | Mos. 85 - 96                                 | \$19.45           | \$31,196.99           | \$374,363.94        |
|              | Mos. 97 - 108                                | \$20.03           | \$32,132.90           | \$385,594.86        |
|              | Mos. 109 - 120                               | \$20.63           | \$33,096.89           | \$397,162.70        |
|              |  |                   |                       |                     |
|              | <b><u>Renewal #1 (*If<br/>Exercised)</u></b> | <b><u>PSF</u></b> | <b><u>Monthly</u></b> | <b><u>Total</u></b> |
|              | Mos. 121 - 132                               | \$19.60           | \$31,442.05           | \$377,304.57        |
|              | Mos. 133 - 144                               | \$20.19           | \$32,385.31           | \$388,623.70        |
|              | Mos. 145 - 156                               | \$20.79           | \$33,356.87           | \$400,282.42        |
|              | Mos. 157 - 168                               | \$21.42           | \$34,357.57           | \$412,290.89        |
|              | Mos. 169 - 180                               | \$22.06           | \$35,388.30           | \$424,659.61        |
|              |  |                   |                       |                     |
|              | <b><u>Renewal #2 (*If<br/>Exercised)</u></b> | <b><u>PSF</u></b> | <b><u>Monthly</u></b> | <b><u>Total</u></b> |
|              | Mos. 181 - 192                               | \$20.96           | \$33,618.89           | \$403,426.63        |
|              | Mos. 193 - 204                               | \$21.59           | \$34,627.45           | \$415,529.43        |
|              | Mos. 205 - 216                               | \$22.23           | \$35,666.27           | \$427,995.32        |
|              | Mos. 217 - 228                               | \$22.90           | \$36,736.26           | \$440,835.17        |
|              | Mos. 229 - 240                               | \$23.59           | \$37,838.35           | \$454,060.23        |
|              |  |                   |                       |                     |

\* Rent shall be abated for months #1-5 (April - August, 2020); month #51 (June, 2024); and month #75 (June, 2026).

**EXHIBIT "H"**

**TERMINATION FEE SCHEDULE  
TO BE MADE A PART OF LEASE BETWEEN**

**VGP EASTGATE 1, LLC, a Florida limited liability company,  
AS LANDLORD,**

**AND**

**WORKFORCE ESCAROSA, INC., a Florida corporation,  
d/b/a CareerSource Escarosa,  
AS TENANT**

### **TERMINATION FEE SCHEDULE**

| <b>Lease Month #</b> | <b>Month</b> | <b>Termination Amount Beginning Balance</b> | <b>Base Rent Paid by Tenant Per Month</b> | <b>Base Rent Paid by Tenant Cumulative (To-Date)</b> | <b>Termination Amount Ending Balance</b> |
|----------------------|--------------|---|---|--|--|
| 1                    | Apr-2020     | \$479,000.00                                | \$0.00                                    | \$0.00   | \$479,000.00                             |
| 2                    | May-2020     | \$479,000.00                                | \$0.00                                    | \$0.00   | \$479,000.00                             |
| 3                    | June-2020    | \$479,000.00                                | \$0.00                                    | \$0.00   | \$479,000.00                             |
| 4                    | July-2020    | \$479,000.00                                | \$0.00                                    | \$0.00   | \$479,000.00                             |
| 5                    | Aug-2020     | \$479,000.00                                | \$0.00                                    | \$0.00   | \$479,000.00                             |
| 6                    | Sept-2020    | \$479,000.00                                | \$32,083.33                               | \$32,083.33  | \$446,916.67                             |
| 7                    | Oct-2020     | \$446,916.67                                | \$32,083.33                               | \$64,166.66  | \$414,833.34                             |
| 8                    | Nov-2020     | \$414,833.34                                | \$32,083.33                               | \$96,249.99  | \$382,750.01                             |
| 9                    | Dec-2020     | \$382,750.01                                | \$32,083.33                               | \$128,333.32   | \$350,666.68                             |
| 10                   | Jan-2021     | \$350,666.68                                | \$32,083.33                               | \$160,416.65   | \$318,583.35                             |
| 11                   | Feb-2021     | \$318,583.35                                | \$32,083.33                               | \$192,499.98   | \$286,500.02                             |
| 12                   | Mar-2021     | \$286,500.02                                | \$32,083.33                               | \$224,583.31   | \$254,416.69                             |
| 13                   | Apr-2021     | \$254,416.69                                | \$33,045.83                               | \$257,629.14   | \$221,370.86                             |
| 14                   | May-2021     | \$221,370.86                                | \$33,045.83                               | \$290,674.97   | \$188,325.03                             |
| 15                   | June-2021    | \$188,325.03                                | \$33,045.83                               | \$323,720.80   | \$155,279.20                             |
| 16                   | July-2021    | \$155,279.20                                | \$33,045.83                               | \$356,766.63   | \$122,233.37                             |
| 17                   | Aug-2021     | \$122,233.37                                | \$33,045.83                               | \$389,812.46   | \$89,187.54                              |
| 18                   | Sept-2021    | \$89,187.54                                 | \$33,045.83                               | \$422,858.29   | \$56,141.71                              |
| 19                   | Oct-2021     | \$56,141.71                                 | \$33,045.83                               | \$455,904.12   | \$23,095.88                              |
| 20                   | Nov-2021     | \$23,095.88                                 | \$33,045.83                               | \$488,949.95   | \$0.00                                   |

- 1) Provided that no Tenant default exists, the Termination Amount shall be reduced to zero (\$0) once the total of Base Rent paid-to-date by Tenant is equal to the sum of \$479,000.00.
- 2) Tenant may make advanced Base Rent payments to reduce Termination Amount sooner than above proposed schedule.
- 3) Schedule is for reference only and is subject to Tenant complying with all terms of the Lease, including payment of all Rents per terms of Lease.
- 4) In the event Tenant is in default or fails to pay rent, per terms of the Lease and subject to any applicable cure period, this schedule shall be null-and-void.