

WORKFORCE ONE EMPLOYMENT SOLUTIONS**RENEWAL SUBLEASE AGREEMENT to Lease No. 000:1656-14-1**

This Sublease, by and between WorkForce One Employment Solutions, hereinafter the Lessor, and the The School Board of Broward County, Florida hereinafter the Sublessee, provides as follows:

1. **PREMISES**

In consideration of the covenants herein contained to be performed by both parties, the Lessor does sublease to the Sublessee Eighteen Hundred (1,800) Square Feet within the following described property:

2680 W. Oakland Park Blvd.
Ft. Lauderdale, FL 33311

2. **TERM**

To have and to hold the above described premises for a term commencing on the 1st day of July, 2012 and ending on June 30, 2015.

3. **RENT**

From the period of July 1, 2012 through June 30, 2015, the Lessor hereby subleases to the Sublessee and the Sublessee hereby leases from the Lessor the above described premises for the term set out in this sublease and the Sublessee agrees to pay the Lessor the sum of One Thousand, Six Hundred Forty One Dollars and Zero Cents (\$1,641.00) per month which includes co-allocated costs of telephones for the rental period described in Article Two. The rent shall be payable the month following occupancy in accordance with Section 215.422, Florida Statutes. The rent from the period of July 1, 2012 through June 30, 2015 will be determined before June 30 of each year as determined by WorkForce One Employment Solutions based upon actual rates charged WorkForce One Employment Solutions by the State of Florida along with the overhead described herein. The rent for each period following the initial twelve (12) month period beginning with July 1, 2012 shall be expressed on an Addendum similar to Addendum Number One (1) and shall be executed by each of the parties. The rent shall be paid to the Lessor at 6301 NW 5 Way, Suite 3000, Ft. Lauderdale, FL 33309, Attention: Vice President of Finance by the first day of each month.

4. ASSIGNMENT AND SUBLETTING

The Sublessee shall make no unlawful, improper, or offensive use of the premises; nor assign or sublet any part of said premises without the written consent of the Lessor; and Sublessee shall quit and deliver up said premises at the end of said term in as good condition as they are now, ordinary wear, decay, and damage by the elements only excepted.

5. INSURANCE

Each party shall insure its own interest as it may appear. The Lessor shall not be liable for any injuries to the Sublessee, its agents, employees, clients, customers, guests, or invitees, sustained upon the said lease property.

6. MAINTENANCE AND REPAIRS

Because this Sublease represents subletting of a property leased by the Lessor from the Agency for WorkForce Innovation, the Agency shall be responsible for the leased facility (including electrical, plumbing, and heat & air conditioning); to carry property insurance on this building, and in the event the premises hereby subleased become untenable to reason of fire, windstorm or other events beyond the control of the Lessor or the Sublessee, the Agency shall have a reasonable time during which to make the required repairs, or in the event the owner elects not to rebuild or repair said premises, then this sublease shall cease and terminate. The Sublessee shall not materially alter the structure without the written consent of the Lessor.

7. JANITOR SERVICES

The Agency agrees to furnish janitorial services and supplies during the term of this sublease.

8. RIGHT TO TERMINATE

The Lessor or Sublessee shall have the right to terminate for any reason, without penalty, with a Sixty (60) day written notice to the other party, by Certified Mail, return receipt requested.

9. LESSORS ACCESS TO PREMISES

The Lessor reserves the right to inspect the premises upon reasonable prior notice to the Sublessee.

10. SUBLEASE

The Lessor covenants that it has a sublease for the covered property, a copy of which is attached hereto and incorporated herein by reference, and further, that it has the legal right to sub-let the property. The Sublessee shall enjoy quiet enjoyment of the premises and shall not be evicted or disturbed in possession of the premises so long as Sublessee complies with the terms of this Sublease. This Sublease shall be binding upon the heirs and assignees of all parties.

11. UTILITIES

The Agency shall be responsible for all utilities, deposits, and charges.

12. NOTICES

All notices required to be served upon Lessor shall be served by Registered or Certified Mail, Return Receipt Requested, to:

President/CEO
WorkForce One Employment Solutions
6301 NW 5 Way, Suite 3000
Ft. Lauderdale, FL 33309

and all notices required to be served upon the Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, to:

Director, Portfolio Management and Services
The School Board of Broward County
600 S.E. 3rd Avenue, 8th Floor
Ft. Lauderdale, FL 33301

13. DEFINITION OF TERMS

- (a) The terms "sublease," "sublease agreement," or "agreement" shall be inclusive of each other and shall also include are renewals, extensions or modifications of this sublease.
- (b) The terms "Lessor" and " Sublessee " shall include the successors and assigns for the parties hereto.
- (c) The singular shall include the plural and the plural shall include the singular whenever the context requires or permits.
- (d) All additional covenants or conditions appear on attached Addendum I and Addendum II.

Addendum I

Lease No. 000:1656-14-1

**Sublease
Rental Rate Schedule
Effective as of July 1, 2012**

Rental Rates: The rent to be paid by Lessee to the Lessor during the term of this sublease shall be as follows:

A. Rental July 1, 2012 through June 30, 2015

| | |
|-------------------------------|---------|
| Rate per square foot per year | \$10.94 |
|-------------------------------|---------|

LESSOR WorkForce One Employment Solutions

LESSEE: The School Board of Broward County, Florida

ADDENDUM II

ATTACHED HERETO TO SUPERCEDE ALL CONFLICTING ARTICLES OF THE SUBLEASE AGREEMENT BETWEEN THE BROWARD WORKFORCE DEVELOPMENT BOARD, INC. AND THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Insurance: Sublessee shall maintain in full force and effect during the Term public liability and property damage insurance with respect to injury, death or damage occurring at the Premises or arising out of Sublessee's use of the Premises or otherwise arising out of any act or occurrence at the Premises or Center. Said insurance shall be in an amount of at least One Million Dollars (\$1,000,000) combined single limit per occurrence. The policies for the foregoing insurance shall name Owner, Manager and their partners, beneficiaries, trustees, officers, directors, agents and employees and such other parties as Owner may designate as additional insured. At least one week prior to the first day of the Term, Sublessee shall furnish a certificate of insurance evidencing that such insurance is in effect. Sublessee hereby waives all subrogation rights of its insurance carriers in favor of Owner and Manager and their partners, beneficiaries, trustees, officers, directors, employees and agents and such other parties as Owner may have designated as additional insured.

Indemnification: Each party agrees to be fully responsible for its acts of negligence, or its employees or agent's acts of negligence when acting within the scope of this Agreement and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable or as a waiver of any rights or limits to liability existing under Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

Non-Discrimination: The parties shall not discriminate against any employee or participant in this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.

Notice: When any of the parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. For the present, the parties designate the following as the respective places for giving notice:

The School Board: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Portfolio Management and Services
School Board of Broward County
600 S.E. 3rd Avenue, 8th Floor
Ft. Lauderdale, FL 33301

To Sublessor: Mason C. Jackson, President/CEO
WorkForce One Employment Solutions
6301 NW 5 Way, Suite 3000
Ft. Lauderdale, FL 33309

Authority: Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in the Agreement.

Assignment: Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including without limitation, the partial assignment of any right to receive payments from SBBC.

Termination: Either party may cancel this Agreement, with or without cause, during the term hereof upon ninety (60) days written notice to the other of its desire to terminate this Agreement.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Sublease Agreement on this 20 day of June, 2012, by and between:

For WorkForce One Employment Solutions

By: Mason C. Jackson
Mason C. Jackson, President/CEO

Helen Kung
Witness

Date: 6/20/12

Sandra Hall
Witness

STATE OF FLORIDA

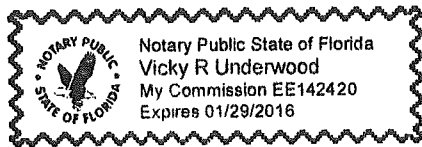
COUNTY OF BROWARD

The forgoing instrument was acknowledged before me this 20 day of June, 2012 by Mason C. Jackson, President/CEO on behalf of the corporation/agency.

He/She took an oath and is personally known to me or has produced _____ as identification.

My Commission expires: 1/29/2016

(Seal)



Signature – Notary Public

[Signature]

For The School Board of Broward County, Florida

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By: _____

Ann Murray, Chair

ATTEST:

Date: _____

Robert W. Runcie
Superintendent of Schools

Approved as to form and legal content:

[Signature]

Office of the General Counsel