

Children's Services Council of Leon County (CSC Leon)
Budget Committee Meeting

Tuesday, March 8, 2022, 4:00 pm

Tallahassee Room, Second Floor

Tallahassee City Hall

300 S. Adams Street, Tallahassee, FL 32301

Members of the public can view the meeting via live stream on this YouTube channel:

<https://www.youtube.com/channel/UCc74A9evhLxbHlrH63-clbQ>.

AGENDA

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. General Public Comment
- V. Review of Current Budget (Page 3)
- VI. Review of Approved Program Services Committee Recommendations (Page 7)
- VII. Proposed Budget Amendment Items
 - a. Expedited/Priority Funding
 - b. Investment Strategies
 - c. Personnel/Staffing Recommendation (Page 11)
 - d. Office Space Recommendation (Page 17)
 - e. Professional Development
- VIII. Committee Recommendation
 - a. Review of Recommendation
 - b. Public Comment
 - c. Consideration of Committee Recommendation
- IX. Next Meeting Date
- X. Next Meeting Agenda
- XI. Committee Member Comments
- XII. Adjournment

Agenda Item

Review of Current Budget

Attachments:

1. Previously Approved Budget, FY 21-22

Children's Services Council of Leon County

Proposed FY 2021-2022 Budget

Revenue	Certified Taxable Value	19,603,817,221	\$ 7,351,431.46
	Ad Valorem Taxes	Millage Rate = 0.375 mills	\$ 7,351,431.00
		Budget at 95% for receipts	
	Beginning Fund Balance	October 1, 2021	\$ 268,418
	Ending Fund Balance	ain 5% of Operating Revenue	\$ 367,572
	Total Available Revenue		\$ 7,252,277
Expenses			
	Operating and Program Expenses		
		Interim Administrator	\$ 16,668
		CEO (salary \$125k + benefits \$37,500 @ 30%)	\$ 135,420
		Contract Program Specialist and Administrator	\$ 20,000
		Executive Assistant and Grant Manager (\$50k salary + benefits \$15,000 @ 30%)	\$ 43,336
		Director of Community Engagement & Programs (\$75,000 salary + \$22,500 benefits @30%)	\$ 65,000
		General Counsel	\$ 50,000
		CPA	\$ 50,000
		Tax Collector Fee (.03)	\$ 220,543
		Needs Assessment	\$ 250,000
		Interest	\$ 6,000
		Program and Financial Software	\$ 150,000.00
		Miscellaneous	\$ 42,250.00
		Loan Repayment	\$ 400,000.00
		Reserves/Community Grants	\$ 5,803,060
	Total Operating and Program Expenses		\$ 7,252,277

Agenda Item

Review of Approved Program Services Committee Recommendations

Attachments:

1. Previously Approved List of Committee Recommendations

**CSC Leon Program Services Committee
Committee Recommendation
February 2022**

The following is a set of guiding principles and specific recommendations for the general approach, methodology, timing and evaluation of community investment proposals.

CSC Leon will:

- Use a variety of procurement types (RFPs, ITNs, RFIs and “prize money”) to solicit innovative solutions and standard program service delivery models to meet identified needs.
- Determine highest need and use a targeted approach to prioritize funding, and not necessarily attempt to fill all identified gaps.
- Limit expedited funding expectations for 2022 to short-term, one-time funding opportunities to meet immediate needs during the summer and/or for emergency use (e.g., hurricane response).
- Reserve a portion of funding each year for a public relations campaign focused on connecting families to services.
- Reserve a portion of funding each year to specifically provide “capacity building” services to give very targeted support and technical assistance to organizations and/or programs.
- Designate a minimum percentage of service-based funding opportunities to support innovative and emerging practices, rather than dedicating 100% of funds for “evidence-based” approaches only.
- Consider investing in a system of “navigators” through community partners and providers to help children, youth and families better connect to available services and programs.
- Use external partners and volunteers, including experts from other CSC communities, to evaluate all proposals (i.e., no employees, contractors, or council members) following specified instructions unique to the type of procurement (RFPs, ITNs, RFIs and “prize money”).
- Offer a mixed model of contract terms (one-, two- or three-year terms) that allow for flexibility, contract extensions, and provide very clear accountability measures.
- Use a monthly allocation model and require, at minimum, quarterly reporting/evaluation for all 1-year or longer contracts.
- Renegotiate contract budgets on an annual basis for any contract awarded for longer than one year, based on contract performance, reporting and quality improvement plans.
- Establish supportive relationships with each investment partner and not just serve as a “cut and dry” contract manager.

Agenda Item

Proposed Budget Amendment Items

C. Personnel/Staffing Recommendation

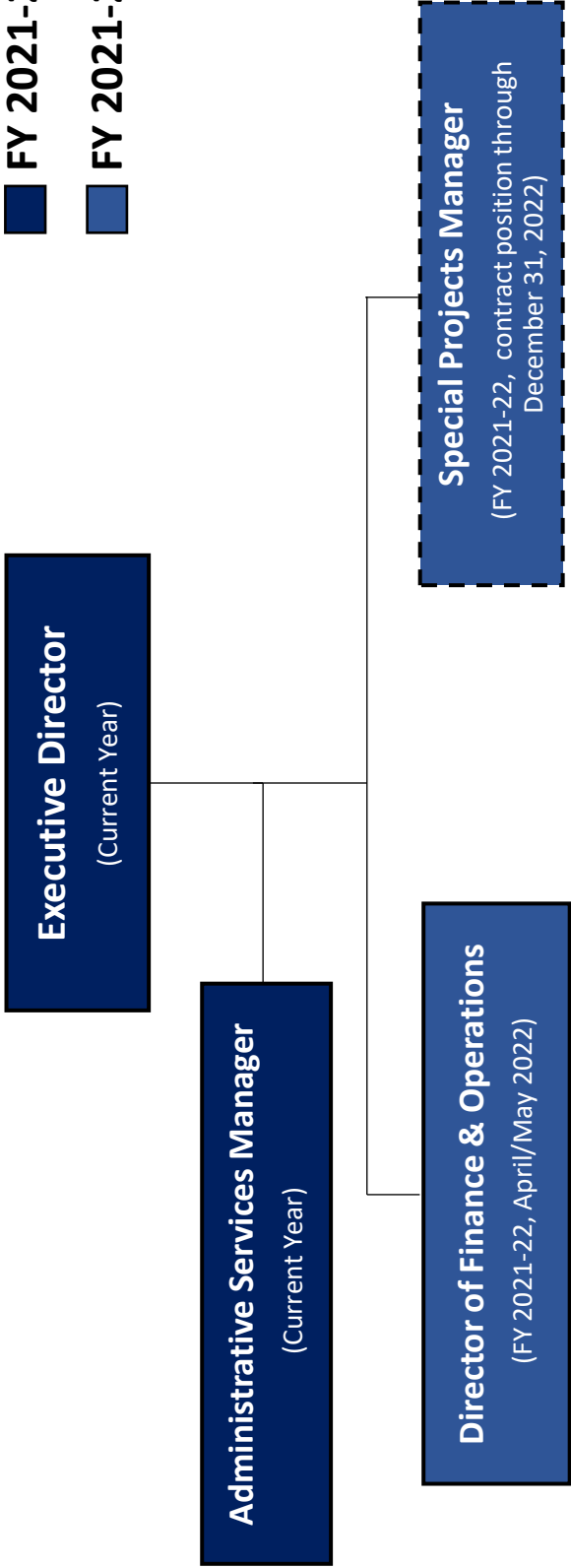
Attachments:

1. Proposed Staffing Proposal for FY21-22

CSC of Leon County
Council Members

Proposed Team Member Structure
FY 2021-22, 2022-23

- FY 2021-22 (Current Year)
- FY 2021-22 Proposed New Positions



Summary of Proposed Position Responsibilities

- **Executive Director (ED)** – CSC Leon official representative; strategic leadership with directions and delegations of the Governing Council
- **Administrative Services Manager** – Administrative support of ED; oversees daily management of the CSC Leon office. Reports to the ED.
- **Special Projects Manager** (contracted through 12/31/2022) – *complete needs assessment with research firm, and Enterprise Solutions RFI/future RFP/ITN. Support investment ITN/RFP with ED. Support and facilitate internal/external communications, including CSC community awareness and events, website and social media content management, media relations, establishing newsletter, serve as PRR contact. Reports to the ED.*
- **Director of Finance & Operations (DFO)** – Directs, administers and manages CSC operations at the direction of the ED. Provide support to the CSC in the following areas: finance, business planning and budgeting, human resources, administration, and information technology. Responsible for program planning and evaluation of investment partner programs; oversees preparation/implementation of funding cycle(s), contract management, funds distribution, program monitoring and evaluation (outcomes), needs assessment updates and policy direction; assumes administrative responsibility in the absence of the ED. Reports to the ED.

Summary of Proposed Position Salaries & Benefits

Position	Classification	Salary	Benefits (@30%)	Total
Executive Director	Full-time	\$120,000	\$36,000	\$156,000
Administrative Services Manager	Full-time	\$45,000	\$13,500	\$58,500
Director of Finance & Operations	Full-time	\$80,000	\$22,500	\$97,500
Total				\$312,000

Agenda Item

Proposed Budget Amendment Items

D. Office Space Recommendation

Attachments:

1. Draft Lease with Property Management Firm
2. Furniture Quote
3. Office Supply Quote

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into effective this _____ day of _____, 2022 (the "Effective Date") by and between 2002 OSA, LLC, a Florida limited liability company with an address of 70 S.E. 4th Avenue, Delray Beach, Florida 33483 (the "Landlord"), and Children's Services Council of Leon County, a _____ with an address of _____ (the "Tenant").

In consideration of the hereinafter set forth covenants and agreements, Landlord and Tenant agree that the Landlord shall lease to the Tenant, and the Tenant shall lease from the Landlord, certain office space in the Parkway at St. Augustine located at 2002 Old Saint Augustine Road, Tallahassee, Florida 32301 (the "Project"), Building A (the "Building") consisting of 3,930 rentable square feet (the "Premises"). The Project and Premises are legally described on Exhibit A, and identified on the site plan attached hereto as Exhibit A-1. The Landlord shall lease the Premises to the Tenant subject to the following terms and conditions:

1. **Quiet Enjoyment.** The Landlord covenants that the Tenant, upon paying the rentals herein reserved and upon the Tenant observing, performing and keeping all and singular the covenants and agreements herein specified to be kept and performed by the Tenant, shall, and may lawfully, peacefully and quietly have, hold, use, occupy, possess and enjoy the Premises for and during the term hereof, without any hindrance, eviction, molestation or interruption of or by the Landlord.

2. **Use of Premises.** The Premises shall be used and occupied by the Tenant solely for professional office use, and for no other use (Tenant's "Permitted Use"). The Premises shall not be used for any illegal purpose or in violation of any applicable law, ordinance or regulation of a governmental authority or in any manner that would constitute a nuisance. Tenant shall have the non-exclusive right to use the common area of the Project in common with other occupants of the Project; provided, however that the Tenant's use of any common areas of the Project shall not interfere with the rights granted under any easements or the rights of other tenants of the Project.

3. **Acceptance.** The Tenant is familiar with the condition of the Premises and common areas and agrees to accept possession of the Premises upon completion of Landlord's Work, as

described in Exhibit C hereto. There are no warranties, express or implied, made by Landlord herein as to the condition or suitability of the Premises or the common areas for the Tenant's proposed use. The Tenant represents and warrants that it has the power and authority necessary to execute and deliver this Lease and to incur all obligations provided herein and performance and compliance with the terms, provisions, and conditions of this Lease do not and will not conflict with or result in any violation of any of the terms, conditions, or provisions of any agreement, obligation, lease, license, judgment, decree, order, statute, rule, or regulation applicable to the Tenant, the Project, or the Premises. The person or persons executing this Lease on behalf of the Tenant hereby covenant and warrant that such person(s) are duly authorized by the governing body of such entity to execute and deliver this Lease on behalf of the entity.

4. **Parking.** Tenant shall have the right to use free of charge those portions of the designated parking areas serving the Project in common with all other tenants in the Project to whom similar rights are granted on a "first come/first served" basis.

5. **Term of Lease.** The Landlord agrees to, and does hereby, lease the Premises to the Tenant for an Initial Term commencing on _____ (such date being referred to herein as the "Commencement Date"), and ending at midnight on _____ (the "Initial Term"). Landlord agrees that Tenant shall have access to the Premises on the Commencement Date for the purpose of performing Tenant's Work (as defined in Exhibit E). After the Initial Term, the Tenant shall have the option (the "Renewal Option") to extend the term for two (2) periods of five (5) years each (each, a "Renewal Term"). If the Tenant desires to exercise any Renewal Option, the Tenant shall provide to the Landlord written notice of such election at least one hundred eighty (180) days prior to the expiration of the Initial Term or Renewal Term, as applicable. All terms and conditions of the Lease shall be applicable during any Renewal Term, except that the rental payable during such Renewal Term(s) shall be as set forth on Exhibit B hereto.

6. **Rental.** As base rent for the Premises during the Initial Term and any Renewal Term(s), and commencing on _____ (the "Rent Commencement Date"), the Tenant agrees to pay to the Landlord at the address listed in Paragraph 51, below, or at such other place as may be designated by the Landlord, the amounts set forth on the rent schedule

attached hereto as Exhibit B (which amounts do not include applicable sales tax). The monthly installments shall commence on the Rent Commencement Date and shall continue on the first day of each month thereafter during the term of this Lease. The Tenant shall pay all applicable sales or other tax due on the rental payments with each installment payment. The Tenant shall pay a late charge if any monthly installment is paid after the tenth of the month in which it is due. The late charge shall be equal to five percent (5%) of the amount of the monthly installment. In the event the Tenant elects to renew this Lease, the rental for the Renewal Term(s) shall be as set forth on Exhibit B.

7. **Security Deposit.** Tenant shall deposit with Landlord, upon execution of this Lease, an amount equal to _____ Dollars (\$_____) [NOTE: ONE MONTH'S RENT] as security for the performance of the terms hereof by Tenant. Tenant shall not be entitled to interest thereon. If Tenant defaults with respect to any provision of this Lease, Landlord may, but shall not be required to use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default, including, without limitation, costs and attorneys' fees incurred by Landlord to recover possession of the Premises. If any portion of said security deposit is so used or applied, Tenant shall, upon demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount. Tenant's failure to do so shall constitute a default hereunder by Tenant. So long as no uncured default then exists, the security deposit shall be returned to Tenant within thirty (30) days of the expiration of the Lease. The Tenant shall not be entitled to have the security deposit applied to any rent due or to become due to Landlord without the prior written consent of the Landlord.

8. **Additional Rent.**

~~A. Definitions. For purposes of this Section 8, the following definitions shall apply:~~

- ~~1. "Additional Rent" shall mean the sum of "Tenant's Proportionate Share of Project Operating Expenses" as defined in Section 8.A.4 hereof and "Tenant's Proportionate Share of Project Taxes," as defined in Section 8.A.7 hereof, for a particular calendar year, or portion thereof.~~

2. ~~"Project Operating Expenses" shall mean all of Landlord's direct costs and expenses paid or incurred in operating and maintaining the Project for a particular calendar year or portion thereof as determined by Landlord in accordance with generally accepted accounting principles, including all additional direct costs and expenses of operation and maintenance of the Project which Landlord determines that it would have paid or incurred during such year if the Project had been one hundred percent (100%) occupied. Project Operating Expenses shall include by way of illustration but not limitation: insurance premiums; water, sewer, electrical and other utility charges; service and other charges incurred in the operation and maintenance of the elevators and the heating, ventilation and air conditioning system; cleaning and other janitorial services, tools and supplies; repair costs; landscape maintenance costs; security services; license, permit and inspection fees; management fees; wages and related benefits payable to employees relating thereto; accounting services; trash removal; parking maintenance and operating costs; and, in general, all other costs and expenses which would normally be amortized over a period not to exceed five (5) years. There shall also be included in Project Operating Expenses the cost of any capital improvement made to the Project by Landlord after the date of this Lease which is required under any governmental law or regulation that was not applicable to the Project at the time it was constructed, amortized over such period as Landlord shall reasonably determine, together with an amount equal to interest at the rate per annum of the then applicable "prime" rate, as set forth in the Wall Street Journal Money Rates section, plus 200 basis points (the "Applicable Rate"), on the unamortized balance. The foregoing notwithstanding, Project Operating Expenses will not include: (i) depreciation on the Project, (ii) financing and refinancing costs (except as provided above), interest on debt or amortization payments on any mortgage, or rental under any ground or underlying lease, (iii) leasing commissions, advertising expenses, tenant improvements or other costs directly related to the leasing of the Project, or (iv) income, excess profits or corporate capital stock tax imposed or assessed upon Landlord, unless such tax or any similar tax is levied or assessed in lieu of all or any part of any taxes includable in Project Operating Expenses above, (v) penalties or fines for the late payment of any ad valorem tax, payroll tax or other expenses; (vi) except for deductibles, repairs or other work (including rebuilding) occasioned by fire, windstorm or other casualty or condemnation; (vii) sums paid to Landlord or subsidiaries or other affiliates of Landlord for services on or to the Project, common area and/or premises, but only to the extent that the costs of such services exceed the competitive cost for such services rendered by persons or entities of similar skill, competence and experience; (viii) principal payments, interest on, and amortization of, any mortgages placed upon the land; (ix) rent payable under any lease to which this Lease is subject; (x) costs and expenses of enforcing leases against lessees, including attorneys' fees unless the other tenants of the Project are benefited; (xi) costs incurred in connection with the sale, financing or refinancing of the Project; (xii) organizational expenses~~

~~associated with the creation and operation of the entity which constitutes Landlord; (xiii) any penalties or damages that Landlord pays to Tenant under this Lease or to other tenants in the Project under their respective leases; (xiv) advertising and promotional expenditures; (xv) Landlord's charitable and political contributions; (xvi) the cost or expenses of any services or benefits provided generally to other tenants in the Project and not provided or available to Tenant; (xvii) all costs of purchasing or leasing works or objects of art; (xviii) any expenses for which Landlord has received actual reimbursement (other than through Operating Expenses); (xix) expenses for the replacement of any item to the extent covered under warranty, unless Landlord has not received payment under such warranty and it would not be fiscally prudent to pursue legal action to collect on such warranty; (xx) fines or penalties incurred as a result of violation by Landlord of any applicable laws. Landlord shall have the right to directly perform (by itself or through an affiliate) any services provided under this Lease provided that the Landlord's charges included in Project Operating Expenses for any such services shall not exceed competitive market rates for comparable services.~~

~~Project Taxes, as defined in Section 8.A.5, hereof shall not be included in Project Operating Expenses for purpose of this Article. However, Project Operating Expenses shall include any fees, expenses and costs incurred by Landlord in its efforts to ensure a fair and equitable tax burden on the Project or to contest the validity of any assessments, levies or tax rates.~~

~~If Landlord shall install a labor saving device or other equipment which improves the operating efficiency of any system within the Project (such as solar collectors) and thereby reduces Project Operating Expenses, the Landlord may add to Project Operating Expenses in each year during the useful life of such installed device or equipment an amount equal to the annual amortization allowance of the cost of such installed device or equipment as determined in accordance with applicable regulations of the Internal Revenue Service or generally accepted accounting principles, together with an amount equal to interest at the Applicable Rate per annum on the unamortized balance thereof, provided, however, that the amount of such allowance and interest shall not exceed the annual cost or expense reduction attributed by Landlord to such installed device or equipment; and further provided, that in no event shall such allowance and interest increase Tenant's Additional Rent over what it would have been if such laborsaving device or other equipment had not been installed.~~

- ~~3. "Tenant's Project Expense Percentage" shall mean _____%. This percentage is determined by dividing rentable area in the Premises by the total rentable area in the Project, which is 31,499 square feet.~~
- ~~4. "Tenant's Proportionate Share of Project Operating Expenses" shall be the dollar amount, if any, by which the product of Tenant's Project Expense Percentage~~

~~multiplied by the Project Operating Expenses exceeds the actual Project Operating Expenses incurred during 20___, Tenant's Operating Expense Stop Base Year.~~

- ~~5. "Project Taxes" shall mean all taxes, assessments and governmental charges by any kind and nature whatsoever lawfully levied or assessed against the Project to the extent paid or incurred by Landlord for a particular calendar year or portion thereof, but specifically excluding any and all taxes based upon Landlord's income.~~
- ~~6. "Excess Project Taxes" shall be that amount, if any, by which Project Taxes for a particular calendar year or portion thereof exceed Project Taxes for the Base Tax Year of 20___.~~
- ~~7. "Tenant's Proportionate Share of Project Taxes" shall be the dollar amount equal to the product of Excess Project Taxes multiplied by the Tenant's Project Expense Percentage.~~

~~B. Payment Obligation. In addition to the base rent required in Section 6 of this Lease, Tenant shall pay to Landlord, as Additional Rent for the Premises, in each calendar year or partial calendar year during the term of this Lease, an amount equal to the sum of Tenant's Proportionate Share of Project Operating Expenses and Tenant's Proportionate Share of Project Taxes for such calendar year.~~

- ~~1. Payment of Additional Rent: Landlord shall, within ninety (90) days following the close of any calendar year for which Additional Rent is due under this section, invoice Tenant for the Additional Rent payable by Tenant applicable to such year. If a termination occurs in such year, then such sum shall be prorated on the ratio that the number of days from the commencement of such calendar year to and including such termination date bears to 365. If at any time during the term of this Lease, Landlord has reason to believe that Additional Rent shall be due for the current calendar year, then Landlord may estimate the amount of Additional Rent which will be due and invoice Tenant to prepay monthly one twelfth of the amount estimated to be the additional rent due under this section. During the year in which this Lease terminates, Landlord shall have the option to invoice Tenant for estimated Additional Rent. Landlord shall invoice Tenant under this option either prior to the termination of this Lease or at any time thereafter. Tenant shall have the right, at its own expense and within a reasonable time, to audit Landlord's books relevant to the additional rent payable under this section. All invoices due under this section shall include in reasonable detail all computations of the additional rent, and Tenant agrees to pay the additional rent within (10) days following receipt of the invoice.~~
- ~~2. Revisions in Estimated Additional Rent: If Project Taxes or Project Operating Expenses increase during a calendar year, Landlord may revise the estimated Additional Rent during such year by giving Tenant written notice to that effect, and thereafter Tenant shall pay to Landlord, in each of the remaining months of such year an additional amount equal to the amount of such increase in the estimated Additional Rent divided by the number of months remaining in such year.~~

~~3. — Adjustments to Actual Additional Rent: Within ninety (90) days after the end of each calendar year, or as soon thereafter as is reasonably possible, Landlord shall prepare and deliver to Tenant a statement showing Tenant's actual Additional Rent. Within thirty (30) days after receipt of the aforementioned statement, Tenant shall pay to Landlord, or Landlord shall credit against the next Additional Rent payment or payments due from Tenant, as the case may be, the difference between Tenant's actual Additional Rent for the preceding calendar year and the estimated Additional Rent paid by Tenant during such year. Tenant shall have thirty (30) days from receipt of Landlord's statement to review or audit same and to submit to Landlord in writing any objections of Tenant thereto. Upon request by Tenant, Landlord agrees to provide to Tenant such supporting information to substantiate the calculation of Project Operating Expenses pursuant to such statement. If Tenant's review of Landlord's records reveals an overpayment, then Landlord shall pay or credit to Tenant the amount of the overpayment~~

9. **Intentionally Omitted.**

10. **Tenant's Work.** The Tenant shall, at its sole cost and expense, construct certain improvements to the Premises as described in Exhibit E (the "Tenant's Work"). The Tenant's Work shall be done in a good and workmanlike manner, free of all liens and encumbrances, in accordance with all applicable laws, regulations, and ordinances, and in strict compliance with Exhibit E. Tenant shall provide Landlord with sworn statements, together with the applicable lien waivers, for all contractors, subcontractors, and materialmen associated with the Tenant's Work.

11. **Real Property Taxes.** The Landlord shall pay all real property taxes assessed against the Premises, or taxes assessed in substitution thereof, as the same shall become due.

12. **Insurance.** The Tenant shall, at its sole expense, maintain in full force and effect during the term hereof: (a) Errors and Omissions coverage to include prior acts, sexual harassment, civil rights, and employment discrimination, breach of contract, insured versus insured, consultants, and independent contractors with maximum policy limits of \$2,000,000.00, which insurance shall be subject to a maximum deductible not to exceed \$25,000.00, (b) public liability and property damage insurance in an amount not less than \$1,000,000.00 per occurrence and \$5,000,000.00 in the aggregate, for coverage of all situations where any person or persons claim bodily injury, death or property damage in or upon the Premises, (c) business automobile coverage with the same insurance limits as shown in (b), above, and (d) fire and extended coverage covering the replacement value of Tenant's furniture and improvements. All such insurance policies shall be issued by a reputable company authorized to do business in the State of Florida with an A.M.

Best rating of A or better, and shall name Tenant, Landlord and any mortgagee of the Project as co insured as their respective interest may appear, and shall provide for cancellation thereof only after thirty (30) days' prior written notice to Landlord and any mortgagee named therein. Tenant shall provide to Landlord and any mortgagee named in such policies with copies thereof. In the event Tenant fails to timely secure and maintain in full force and effect the insurance as required hereunder, the same shall be deemed an event of default and Landlord, in addition to any other remedies provided in this agreement, upon expiration of any applicable cure period, shall have the right to secure said insurance at the expense of Tenant, and any funds so advanced shall be immediately due and payable by Tenant to Landlord, and shall bear interest from the date of advance at the highest rate of interest allowed by law to be charged on the amounts then due to Landlord. The Tenant may maintain such insurance on its leasehold improvements, trade fixtures and items of personal property, as the Tenant deems appropriate. Each of Landlord and Tenant hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage specifically insured against, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible, and each party agrees to cause its insurance policies to contain a clause pursuant to which the insured (i) waives the right of subrogation against the other party for losses covered by such policy; and (ii) agrees that such policy shall not be invalidated because the insured has hereby waived any right of recovery for losses covered by such policy.

13. **Removal of Personal Property; Restoration of Premises.** The Tenant, upon expiration of this Lease and subject to the Tenant's compliance with this Lease, shall have the right to remove the furniture, furnishings and equipment which it may have installed on or in the Premises and which have not been permanently affixed to the Premises, provided, however, that the Tenant shall restore any and all damage to the Premises resulting from any such removal, reasonable wear and tear excepted.

14. **Maintenance and Repairs.** The Landlord shall be responsible for all repairs and replacements of mechanical, electrical, plumbing, roof and heating and air conditioning systems serving the Premises, maintenance of exterior and structural improvements, and maintenance of the grounds and parking areas. The Tenant shall be responsible for all ordinary and routine

maintenance, upkeep and repairs of the interior of the Premises. Notwithstanding anything in this Lease to the contrary, the Tenant shall be responsible for and pay for all repairs and maintenance required to remedy any damages to the Premises, or mechanical, electrical, plumbing and heating and air conditioning systems serving the Premises, caused by the Tenant or its guests or invitees. The Landlord shall have the right to enter the Premises at any reasonable time upon not less than 24 hours' notice (except in the case of an emergency, in which case no notice shall be required) for the purpose of inspecting the same or for the purpose of doing anything that is required or allowed under this Lease.

15. **Condition of Premises.** The Tenant shall keep the Premises in good order, repair and condition. The Tenant shall not commit waste or permit waste to be committed in or upon the Premises or common areas, create or allow any nuisance to continue on the Premises, or use the Premises for any unlawful purpose.

16. **Radon Gas Disclosure.** Pursuant to Section 404.056, Florida Statutes, the following notice is hereby given to the undersigned Tenant:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

17. **Taxes.**

(a) The Tenant shall pay the Landlord with each rental payment all sales and use taxes imposed upon the rent paid under this Lease.

(b) Tenant shall pay all taxes assessed against personal property, including trade fixtures, deemed by the taxing authority to be personal property or inventory kept on the Premises.

18. **Assignment and Subletting.** The Tenant shall not have the right to assign this Lease, in whole or in part, or sublet all or any part of the Premises.

19. **Indemnity.**

(a) The Tenant shall indemnify the Landlord and save it harmless from suits, actions, damages, liabilities, losses and expenses (including, but not limited to, attorneys' fees in settlement, at trial and on appeal) in connection with loss of life, personal injury or property

damage occurring in or upon the Premises arising out of the use, occupancy or operation of said Premises by the Tenant, its officers, employees, agents, guests and invitees.

(b) The Landlord shall not be responsible or liable to the Tenant or to those claiming by, through or under the Tenant for any loss or damage to either the person or property of the Tenant that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting or adjoining premises, nor shall the Landlord be liable for any damage or loss arising from any acts of negligence of any other third party, nor from the leaking of the roof, nor from the bursting, leaking or overflowing of water, sewer or steam pipes, nor from plumbing fixtures, nor from electric wires or fixtures, nor from any other cause whatsoever, the Tenant expressly agreeing to indemnify and hold the Landlord harmless in all such cases; provided, however, such indemnity shall not apply to any loss, damage or claim to the extent arising from or caused by the gross negligence or intentional misconduct of Landlord.

(c) The Tenant shall give prompt notice to the Landlord in case of any fire or accident in the Premises or building of which the Premises are a part, or of defects therein or in any fixtures or equipment.

20. **Landlord's Insurance.** The Tenant shall not stock, use or sell any article or do anything in or about the Premises or which may be prohibited by the Landlord's insurance policies or any endorsements or forms attached thereto, or which would increase any insurance rates and premiums on the Premises or the building of which they are a part. If due to the (a) occupancy other than as contemplated under this Lease, or (b) the Tenant's failure to occupy the Premises as herein provided, any insurance shall be canceled by the insurance carrier then, and in any of such events, the Tenant shall indemnify and hold the Landlord harmless from any losses, damages, liabilities or expenses and shall pay on demand the increased cost of such insurance. Landlord shall at all times during the term of this Lease maintain in effect a policy or policies of insurance covering the Project (excluding property required to be insured by Tenant) in such amounts as Landlord may from time to time determine in its commercially reasonable discretion, providing protection against loss or damage by fire, explosion or other hazards and contingencies together with insurance against sprinkler damage, vandalism and malicious mischief, and such other risks as Landlord may from time to time determine and with any such deductibles as Landlord may from time to time determine. Any insurance provided for in this Section may be

affected by a policy or policies of blanket insurance, covering additional items or locations or assureds, provided that the requirements of this Section are otherwise satisfied. Tenant shall have no rights in any policy or policies maintained by Landlord.

21. **Destruction.**

(a) Subject to the provisions of subparagraph (b) below, if the Premises shall be partially damaged by any casualty covered by the Landlord's insurance policy, the Landlord shall repair the same to their condition at the time of the occurrence of the damage and the rent shall be abated proportionately as to that portion of the Premises rendered un-tenantable.

(b) If the Premises : (i) are rendered wholly un-tenantable; or (ii) should be damaged as a result of a risk which would not be covered under policies of insurance carried by the Landlord; or (iii) should be damaged in whole or in part during the last one (1) year of the Initial Term or during any Renewal Term hereof; or (iv) the building of which the Premises are a part, whether the Premises are damaged or not, should be damaged to the extent of fifty percent (50%) or more of the then monetary value thereof, then or in any of such events, the Landlord may either elect to repair the damage or cancel this Lease by notice of cancellation within thirty (30) days after such event and thereupon this Lease shall expire, and the Tenant shall vacate and surrender the Premises to the Landlord. The Tenant's liability for rent, subject to the provisions regarding abatement of base rent contained in subparagraph (a), shall continue for the pro-rata amount of the rent due to the date of such damage.

(c) In the event the Landlord elects to repair the damage, any abatement of rent shall end five (5) days after the repairs have been completed. If the damage is caused by the negligence of the Tenant or its employees, agents or invitees there shall be no abatement of rent.

22. **Condemnation.**

(a) If the whole of the Premises shall be acquired or taken pursuant to the power of eminent domain for any public or quasi-public use or purpose, then this Lease and the term herein shall cease and terminate as of the date of title vesting in the public authority in such proceeding.

(b) If any part of the Premises shall be taken as aforesaid, and such partial taking shall render that portion not so taken unsuitable for the business of the Tenant, then this Lease

and the term herein shall cease and terminate as aforesaid. If such partial taking does not render the Premises unsuitable for the business of the Tenant, then this Lease shall continue in effect except that the rent shall be reduced in the same proportion that the floor area of the Premises taken bears to the original floor area and the Landlord shall, upon receipt of the award in condemnation, make all necessary repairs or alterations to the Building in which the Premises are located so as to constitute the portion of the Building not taken a complete architectural unit, but such work shall not exceed the scope of the work done in the original construction, nor shall the Landlord in any event be required to spend for such work an amount in excess of the amount received by the Landlord as damages for the part of the Premises so taken.

(c) If more than twenty (20%) percent of the floor area of the Premises shall be taken as aforesaid, either party may, by written notice to the other, terminate this Lease, such termination to be effective as aforesaid.

(d) All compensation awarded or paid upon such total or partial taking of the Premises shall belong to and be the property of the Landlord without any participation by the Tenant. The Tenant shall, however, be entitled to claim, prove and receive in such condemnation proceedings such award as may be allowed for relocation costs, fixtures and other equipment installed by the Tenant, but only to the extent that the same shall not reduce the Landlord's award and only if such award shall be in addition to the award for the land and Building (or portion thereof) containing the Premises. To the extent that the Tenant has a claim in condemnation proceedings, as aforesaid, the Tenant may claim from condemners, but not from the Landlord, such compensation as may be recoverable by the Tenant.

23. **Default.**

(a) In the event the Tenant fails to pay the rent or any other sums payable by the Tenant at the time and in the amount stated, the Tenant shall immediately be in default under this Lease (a "Monetary Default"). If the Tenant shall fail to keep and perform any other conditions, stipulations or agreements herein contained and such default shall continue for fifteen (15) days after written notice thereof, or if this Lease shall pass to or devolve upon, by law or otherwise, one other than the Tenant except as herein provided, or if the Tenant's interest hereunder or its property on the Premises is attached, sequestered or taken under execution or other legal process, or if the Tenant becomes insolvent, or files or has filed against it pursuant to any statute either

of the United States or any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Tenant's property or makes an assignment for the benefit of creditors, or makes a bulk sale of substantially all its assets, or petitions for or enters into an arrangement, then the Tenant shall be in default under the Lease (a "Nonmonetary Default") (together, a Monetary Default and a Nonmonetary Default are referred to as a "Default"). In the event of a Default, the Landlord may, at Landlord's option, in addition to any and all other legal remedies and rights: (i) terminate and end this Lease and re-enter upon the Premises; (ii) declare the entire rent for the balance of the term or any part thereof, due and payable forthwith; (iii) take possession of the Premises without terminating this Lease and rent the same for the account of the Tenant (which may be for a term extending beyond the term of this Lease) in which event the Tenant covenants and agrees to pay any deficiency after crediting it with the rent thereby obtained less all repairs and expenses, including the costs of remodeling and brokerage fees, and the Tenant waives any claim it may have to any rent obtained on such re-letting which may be in excess of the rent required to be paid herein by the Tenant; (iv) perform such obligation (other than payment of rent) on the Tenant's behalf and charge the cost thereof, together with a reasonable fee for the Landlord's time and effort, to the Tenant as additional rent; or (v) the Landlord may resort to any two or more of such remedies or rights. The exercise of any of the options herein contained shall not be deemed the exclusive remedy of the Landlord.

(b) The Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of the Tenant being evicted or dispossessed for any cause, or in the event of the Landlord obtaining possession of the Premises, by reason of the violation by the Tenant of any of the provisions of this Lease, or otherwise.

(c) In the event the Tenant shall default hereunder prior to the date fixed as the commencement of any renewal or extension of the Lease, the Landlord may cancel such renewal or extension agreement upon fifteen (15) days written notice to the Tenant.

24. **Attornment.** The Tenant shall, in the event of the sale or assignment of the Landlord's interest in the Building of which the Premises form a part, or in the event of any foreclosure of, or in the event of the exercise of the power of sale under any mortgage made by

the Landlord covering the Premises, attorn to the purchaser and recognize such purchaser as the Landlord under this Lease.

25. **Force Majeure.** The Landlord shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from doing so by cause or causes beyond the Landlord's control which shall include, without limitation, all labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire or other casualty, inability to obtain any material, services, insurance proceeds, or financing or through acts of God.

26. **Expiration of Lease.**

(a) At the expiration of this Lease, the Tenant shall surrender the Premises in the same condition as they were in upon delivery of possession thereto under this Lease, in broom clean condition, reasonable wear and tear excepted, and shall deliver all keys and combinations to locks, safes and vaults to the Landlord. Before surrendering the Premises, the Tenant shall remove all of its personal property, trade fixtures, alterations, signage, additions and decorations, and shall repair any damage caused thereby. The Tenant's obligations to perform this provision shall survive the end of the term of this Lease. If the Tenant fails to remove its property upon the expiration of this Lease, the said property, at the Landlord's option, shall be deemed abandoned and shall become the property of the Landlord.

(b) Upon expiration or earlier termination of this Lease, if the Premises are not surrendered as required by this Lease at the end of the Initial Term or the Renewal Term, as the case may be, then the Tenant shall indemnify the Landlord against loss or liability resulting from delay by the Tenant in so surrendering the Premises, including, without limitation, any claims founded on such delay made by any succeeding occupant of the Premises or any part thereof, and the Tenant shall be liable to the Landlord for any and all legal expenses, costs, and fees incurred by the Landlord in obtaining the possession of the Premises.

27. **Holding Over.** Any holding over after the expiration of the Initial Term or the Renewal Term, as the case may be, shall be construed to be a tenancy from month to month and shall otherwise be on the terms herein specified so far as applicable except that the rental shall be two hundred percent (200%) of the rent in effect immediately prior to the expiration of the Initial Term or the Renewal Term, as the case may be.

28. **No Waiver.** Failure of the Landlord to insist upon the strict performance of any provision or to exercise any option or enforce any rules and regulations shall not be construed as a waiver for the future of any such provision, rule or option. The receipt by the Landlord of rent with knowledge of the breach of any provision of this Lease shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing signed by the Landlord. No payment by the Tenant or receipt by the Landlord of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest rent then unpaid.

29. **Partial Invalidity.** If any provision of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

30. **No Partnership.** Nothing contained in this Lease shall, or shall be deemed or construed so as to create the relationship of principal-agent, joint venturers, co-venturers, partners or co-tenants between the Landlord and the Tenant. It is the express intention of the parties that they are and shall remain independent as a landlord and a tenant.

31. **Estoppel Statement.** The Tenant shall, upon request by the Landlord, execute and deliver to the Landlord a written declaration in recordable form: (a) ratifying this Lease; (b) expressing the commencement and termination dates thereof; (c) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated); (d) stating that all conditions under this Lease to be performed by the Landlord have been satisfied or setting forth any claimed defaults; (e) stating that there are no defenses or offsets against the enforcement of this Lease by the Landlord, or stating those claimed by the Tenant; (f) setting forth the amount of advance rental, if any, (or none if such is the case) paid by the Tenant; (g) stating the date to which rental has been paid; (h) setting forth the amount of security deposited with the Landlord; and (i) stating such other information as may be reasonably requested by the Landlord. Such declaration shall be executed and delivered by the Tenant from time to time as may be requested by the Landlord. The Landlord's mortgagee, lenders and/or purchasers shall be entitled to rely upon such declaration.

32. **For Rent and For Sale Signs.** The Landlord may at any time after reasonable advance notice to the Tenant place "For Rent" and "For Sale" signs on the exterior of the Building and may enter the Premises at any time after reasonable advance notice to the Tenant and during reasonable hours for the purpose of offering the Building and/or Project for sale. The Landlord may enter the Premises at any time after reasonable advance notice to the Tenant and during reasonable hours for the purpose of offering the Premises for rent.

33. **Utilities and Janitorial.** The Landlord agrees to provide electric, water and sewer utility services for normal and customary professional office use. The Landlord shall not be responsible or liable for any cessation or interruption of utility services caused by matters outside the Landlord's reasonable control or for any claim of damages, costs or expenses arising from any mechanical, electrical, plumbing or heating and air conditioning systems being out of repair or for any injury to person or property caused by any defect in any mechanical, electrical, plumbing or heating and air conditioning systems. In the event of any such damages, the Landlord shall be responsible for repairs and replacements of improvements to the Premises owned by the Landlord, and the Tenant shall be responsible for damages to the personal property of the Tenant. The Landlord further agrees to provide, at its expense, normal and customary daily janitorial service.

34. **Heating and Air Conditioning Control.** For any portion of the Premises that is not separately controlled for air conditioning and heating (but not for any portion of the Premises that is separately controlled), the Landlord will furnish during reasonable hours (8:00am to 6:00pm) Monday through Friday and from 8:00am to 1:00pm on Saturdays, air conditioning and heating of that portion of the Premises, sufficient in its commercially reasonable judgment to heat or cool the Premises to comfortable levels. The Landlord shall have the right to install electronic, mechanical or other controls to regulate the temperature. It is understood and agreed that there may be variations in set temperatures over a 24-hour period, but the temperature shall be set to remain constant between the hours of 8:00 am to 6:00pm. Such controls will allow for an override for after-hour use of the Premises. Any use of stated services beyond the above stated hours shall be subject to after hour costs, equal to \$25 per hour of use.

35. **Floor Load.** The Tenant shall not overload the floor system of the Premises and shall not install any heavy business machines or any heavy equipment of any kind in the Premises without the prior written approval of the Landlord, which, if granted, may be

conditioned upon moving by skilled licensed handlers and installation and maintenance at the Tenant's expense of special reinforcing and settings adequate to absorb and prevent noise and vibration.

36. **Delay of Possession.** If the Landlord is unable to give possession of the Premises on the date of the commencement of the Initial Term by reason of the holding over of any prior tenant or tenants or for any other reason, an abatement or diminution of the rent to be paid hereunder shall be allowed the Tenant under such circumstances, but nothing herein shall operate to extend the Initial Term or Renewal Term of the Lease beyond the agreed expiration date, and said abatement in rent shall be the full extent of the Landlord's liability to the Tenant for any loss or damage to the Tenant on account of said delay in obtaining possession of the Premises.

37. **Alterations.** The Tenant shall make no alterations, additions, repairs or improvements in or to the Premises without the written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. All additions, alterations or improvements shall be removed from the Premises as required by this Lease; provided, however, that the Landlord may notify the Tenant in writing of any additions, alterations, or improvements that Landlord desires to remain a part of the Premises, and any such additions, alterations, or improvements shall remain a part of the Premises at the expiration of this Lease.

38. **Charges for Services.** It is understood and agreed upon between the parties hereto that any charges against the Tenant by the Landlord for services or for work done on the Premises, by order of the Tenant, or otherwise accruing under this Lease, shall be considered as additional rent due.

39. **Entrance Walkways.** The sidewalks, entrances, passages, courts, vestibules, stairways, corridors, or halls shall not be obstructed or encumbered by the Tenant or used for any purpose other than ingress and egress to and from the Premises.

40. **Attachments and Installations.** No awnings or other projections shall be attached to the outside walls of the building in which the Premises are located. No curtains, blinds, shades, or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written approval of the Landlord as to the method of installation.

41. **Signs and Advertising.** No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by the Tenant on any part of the outside or inside of the

Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Any signage installed on the Premises must be subject to local ordinances, and pre-approved by the Landlord and any applicable governmental authorities. In the event of the violation of the foregoing by the Tenant, the Landlord may remove it without any liability, and may charge the expenses incurred in connection with such removal to the Tenant. Interior signs on doors shall be inscribed, painted or affixed at the expense of the Tenant, and shall be of a size, color and style acceptable to the Landlord. Tenant shall remove all installed signage upon the expiration or earlier termination of this Lease.

42. **Obstructions.** The sashes, sash doors, skylights, windows, and doors that reflect or admit light and air into the halls, passageways, or other public places in the buildings in which the Premises are located shall not be covered or obstructed by the Tenant.

43. **Fixture Damage.** Any utility sinks and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be discarded therein. All damages resulting from any misuse of the fixtures shall be borne by the Tenant who, or whose servants, employees, agents, visitors, invitees or licensees, shall have caused the same.

44. **Defacing.** Tenant, its guests, and invitees shall not mark, paint, drill into or in any way deface any part of the Premises or the building of which they form a part. No boring, cutting, or stringing of wires shall be permitted, except with the prior written consent of the Landlord, and as the Landlord may direct.

45. **Windows.** The Tenant, before closing and leaving the Premises at any time, shall see that all windows are closed. The Tenant must observe strict care not to leave windows open when it rains, and for any default or carelessness in these respects, or any of them, shall be responsible for and make good any injury sustained by other tenants, and to the Landlord for damage to paint, plastering, or other parts of the building, resulting from default or carelessness.

46. **Existing Mortgages.** The Tenant agrees that this Lease shall be subordinate to any existing or future mortgage given by the Landlord and encumbering the Premises, and the Tenant further agrees to execute and deliver such agreements which the Landlord may from time to time request to acknowledge or evidence such subordination.

47. **Construction Liens.** The Landlord's interest in the Premises shall not be subject to liens for any improvements made by the Tenant. The Tenant shall not take any action or allow any act to be done which would create a construction lien upon the Landlord's interest in the Premises and shall keep the Landlord's interest free from any liens arising from any work or improvements performed for, by or on behalf of the Tenant. Any person or entity performing any work upon or furnishing any materials to the Premises shall look solely to the Tenant's leasehold interest herein. In the event any lien is placed upon the Premises in contravention of the terms of this Lease, the Tenant shall have the same transferred to a bond within twenty (20) days after receiving notice of the filing thereof.

48. **Brokers.** The Tenant and Landlord represents that it has dealt with no real estate agent or broker in connection with this transaction other than STRUCTURE Commercial Real Estate, LLC, which is acting as a Transaction Broker. Tenant shall indemnify Landlord to the extent any other brokers claiming by, through or under Tenant claim a commission in connection with this Lease.

49. **Notice.** Any notice required or desired to be given to either party shall be in writing and be sent by certified mail, return receipt requested, postage prepaid, by overnight courier, or by hand delivery, as provided herein:

If to Landlord: 2002 OSA, LLC
6905 Telegraph Road, Suite 220,
Bloomfield Hills, Michigan 48301

With a copy to: Dawda, Mann, Mulcahy & Sadler, PLC
Dawda Mann Building
39533 Woodward Avenue, Suite 200
Bloomfield Hills, Michigan, 48304
Attn: Leon M. Schurgin

If to Tenant: _____

With a copy to: _____

50. **Marginal Titles.** The marginal titles appearing in this Lease are for purposes of easy reference and shall not be considered a part of this Lease or in any way modify, amend, restrict or affect the provisions thereof.

51. **Attorneys' Fees.** In the event of any litigation arising out of or brought for the purpose of enforcing any of the terms hereof, the prevailing party shall be entitled to recover all legal expenses and costs, including reasonable attorneys' fees, on all levels of such proceedings, including the attorney fees and costs incurred by the prevailing party in proving entitlement and the amount of attorney fees and costs.

52. **Financial Information.** The Tenant shall prepare and keep full, complete, and proper books, records, and accounts of the Tenant's financial information. Such books, records, and accounts shall at all reasonable times be open to the inspection of the Landlord, the Landlord's auditor or other authorized representative or agent at the Premises for a period of at least two (2) years after the expiration of the Initial Term or any extension thereof.

53. **Binding Effect.** This Lease shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

54. **Entire Agreement.** This Lease, together with the Exhibits attached hereto, contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement, statement, or promise made by any party hereto, or to any employee, officer or agent of any party hereto, which is not contained herein, shall be binding or valid. No modification of this Lease shall be binding on the parties unless it is in writing and executed by both the Tenant and the Landlord.

55. **Multiple Counterparts.** This Lease may be executed in a number of counterparts each of which is an original and all of which constitute collectively one agreement. In making proof of this Lease in any legal action, it shall not be necessary to produce or account for more than one such counterpart.

56. **Recordation.** Neither this Lease nor any memorandum hereof shall be recorded without the written consent of the Landlord; provided, however that Landlord may record this Lease or a Memorandum hereof for any purpose, including to provide record notice pursuant to Florida Statutes Section 713.10 that the Landlord's interest in the Premises and Project will not be subject to liens for improvements made by the Tenant.

57. **List of Exhibits.** The following is a list of the Exhibits attached to this Lease:

Exhibit A	-	Project Legal Description
Exhibit A-1	-	Project Site Plan
Exhibit B	-	Rent Schedule
Exhibit C	-	Landlord's Work
Exhibit D	-	Tenant Floor Plan
Exhibit E	-	Tenant's Work

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Lease Agreement as of the Effective Date.

LANDLORD:

2002 OSA, LLC,
a Florida limited liability company

By: 2002 OSA Manager, LLC,
a Florida limited liability company
Its: Manager

By: _____
Name: _____
Its: Authorized Member

TENANT:

_____,
a _____

By: _____
Name: _____
Its: _____

EXHIBIT A

Project Legal Description

EXHIBIT A-1

Project Site Plan

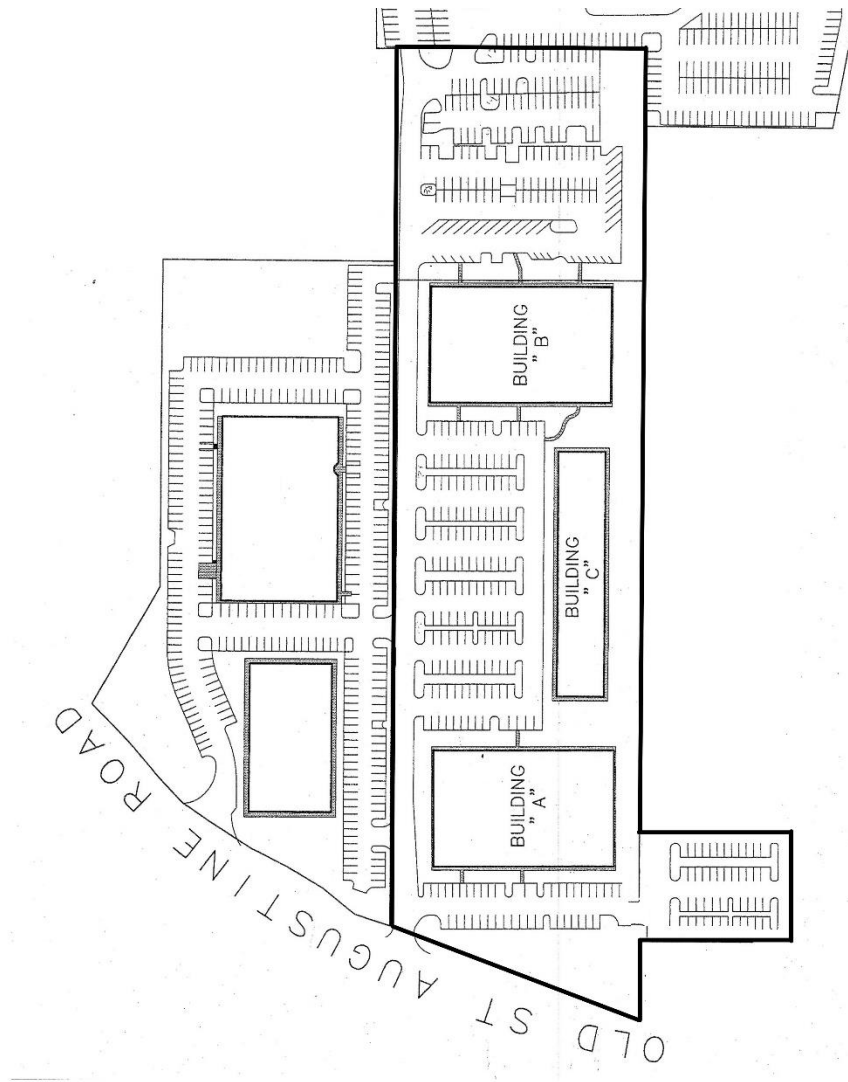


EXHIBIT B

Rent Schedule (5 Year Term)

<u>Initial Term:</u>				
Lease Year	Square Feet	Rate PSF	Annual Rent	Monthly Installment
1	3,930	\$19.98	\$78,521.40	\$6,543.45
2	3,930	\$20.58	\$80,877.04	\$6,739.75
3	3,930	\$21.20	\$83,303.35	\$6,941.95
4	3,930	\$21.83	\$85,802.45	\$7,150.20
5	3,930	\$22.49	\$88,376.53	\$7,364.71
<u>Renewal Terms:</u>				
Lease Year	Square Feet	Rate PSF	Annual Rent	Monthly Installment
6	3,930	\$23.16	\$91,027.82	\$7,585.65
7	3,930	\$23.86	\$93,758.66	\$7,813.22
8	3,930	\$24.57	\$96,571.42	\$8,047.62
9	3,930	\$25.31	\$99,468.56	\$8,289.05
10	3,930	\$26.07	\$102,452.62	\$8,537.72
11	3,930	\$23.16	\$105,526.20	\$8,793.85
12	3,930	\$23.86	\$108,691.98	\$9,057.67
13	3,930	\$24.57	\$111,952.74	\$9,329.40
14	3,930	\$25.31	\$115,311.32	\$9,609.28
15	3,930	\$26.07	\$118,770.66	\$9,897.56

EXHIBIT B**Rent Schedule (7 Year Term)**

Initial Term:				
Lease Year	Square Feet	Rate PSF	Annual Rent	Monthly Installment
1	3930	\$18.00	\$70,740.00	\$5,895.00
2	3930	\$18.54	\$72,862.20	\$6,071.85
3	3930	\$19.10	\$75,048.07	\$6,254.01
4	3930	\$19.67	\$77,299.51	\$6,441.63
5	3930	\$20.26	\$79,618.49	\$6,634.87
6	3930	\$20.87	\$82,007.05	\$6,833.92
7	3930	\$21.49	\$84,467.26	\$7,038.94
Renewal Terms:				
Lease Year	Square Feet	Rate PSF	Annual Rent	Monthly Installment
6	3930	\$22.14	\$87,001.28	\$7,250.11
7	3930	\$22.80	\$89,611.32	\$7,467.61
8	3930	\$23.49	\$92,299.66	\$7,691.64
9	3930	\$24.19	\$95,068.64	\$7,922.39
10	3930	\$24.92	\$97,920.70	\$8,160.06
11	3930	\$22.14	\$100,858.33	\$8,404.86
12	3930	\$22.80	\$103,884.07	\$8,657.01
13	3930	\$23.49	\$107,000.60	\$8,916.72
14	3930	\$24.19	\$110,210.62	\$9,184.22
15	3930	\$24.92	\$113,516.93	\$9,459.74

EXHIBIT C
Landlord's Work

To Be Inserted

EXHIBIT D

Tenant's Floor Plan

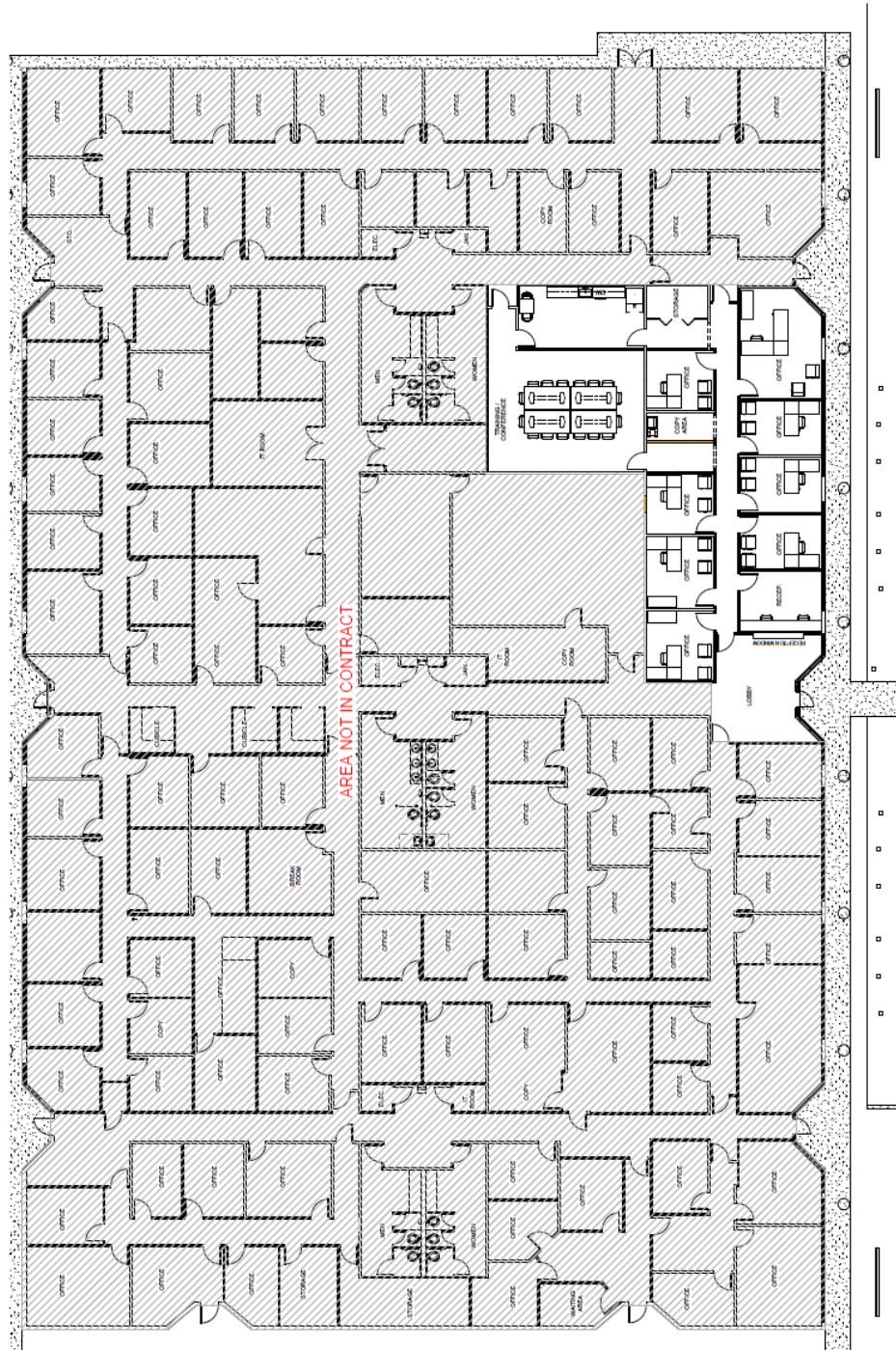


EXHIBIT E

Tenant's Work

To Be Inserted

5 W Forsyth Street Suite 100
Jacksonville, FL 32202
tel: 904.737.5858 fax: 904.737.6088

313 N Monroe Street Suite 101
Tallahassee, FL 32301
tel: 850.383.4225 fax: 904.737.6088

Quotation

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
171249	02/18/22		3	JULIE PERRY	

Quote To

CECKA GREEN
CHILDRENS SERVICES COUNCIL
2002 OLD ST AUGUSTINE RD
MAIN OFFICE
Tallahassee FL 32301

Ship To

CECKA GREEN
CHILDRENS SERVICES COUNCIL
2002 OLD ST AUGUSTINE RD
MAIN OFFICE
Tallahassee FL 32301

Phone +1 (850) 597-0863

Terms CREDIT HOLD

Phone +1 (850) 597-0863

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
BEG	Subsection	01 Standard Offices		
1	2	VST2436-30LF JASPER Vision 24d x 36w x 30h 2-Drawer Lateral File Worksurface Material HPL HPL Worksurface Vision Laminate Worksurface Color FLO Florence Walnut Worksurface Color R3 Eased Edge Vision Chassis Laminate Color FLO Florence Walnut (Chassis Color) Vision Drawer Laminate Color FLO Florence Walnut (Drawer Color) Pulls-Hardware Finish_PH1 P003 Sweep Pull MNK Matte Nickel Hardware Color Scheme Chassis Grommets NCGR No Chassis Grommets Locking YLK Yes Locking STS Stardust Silver Tag For 01 Standard Offices VST2436-30LF	466.94	933.88
2	2	VST2448ELR JASPER Vision 24 x 48 File File/Return, Left Worksurface Material	472.70	945.40

ACCEPTED BY _____ TITLE _____ DATE _____

5 W Forsyth Street Suite 100
Jacksonville, FL 32202
tel: 904.737.5858 fax: 904.737.6088

313 N Monroe Street Suite 101
Tallahassee, FL 32301
tel: 850.383.4225 fax: 904.737.6088

Quotation

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(cont'd)

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
171249	02/18/22		3	JULIE PERRY	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
3	2	HPL HPL Worksurface NERG No ERGO Vision Laminate Worksurface Color FLO Florence Walnut Worksurface Color R3 Eased Edge Vision Chassis Laminate Color FLO Florence Walnut (Chassis Color) Vision Drawer Laminate Color FLO Florence Walnut (Drawer Color) Pulls-Hardware Finish_PH1 P003 Sweep Pull MNK Matte Nickel Hardware Color Scheme Modesty Panel 10MP 10" Modesty Panel FLO Florence Walnut Top Grommet_TG5 G1 1 Grommet B Center Location (B) STS Stardust Silver Additional Grommets (Custom Locations) NAG No Additional Grommet Selection Chassis Grommets NCGR No Chassis Grommets Locking YLK Yes Locking STS Stardust Silver Tag For 01 Standard Offices VST2448ELR	672.00	1,344.00
		VST3072RD JASPER Vision 30 x 72 Single Ped Desk, Right w/Break Front Modesty Worksurface Material HPL HPL Worksurface NERG No ERGO Vision Laminate Worksurface Color FLO Florence Walnut Worksurface Color R3 Eased Edge Vision Chassis Laminate Color FLO Florence Walnut (Chassis Color) Vision Drawer Laminate Color FLO Florence Walnut (Drawer Color)		

ACCEPTED BY _____ TITLE _____ DATE _____

5 W Forsyth Street Suite 100
Jacksonville, FL 32202
tel: 904.737.5858 fax: 904.737.6088

313 N Monroe Street Suite 101
Tallahassee, FL 32301
tel: 850.383.4225 fax: 904.737.6088

Quotation

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(cont'd)

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
171249	02/18/22		3	JULIE PERRY	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
4	4	<p>Pulls-Hardware Finish_PH1 P003 Sweep Pull MNK Matte Nickel Hardware Color Scheme Modesty Panel FMP Full Modesty Panel (Standard) Pedestal Configuration BBF Box/Box/File (Standard) Top Grommet_TG5 NG No Grommet Additional Grommets (Custom Locations) NAG No Additional Grommet Selection Chassis Grommets NCGR No Chassis Grommets Locking YLK Yes Locking STS Stardust Silver</p> <p>Tag For 01 Standard Offices VST3072RD</p> <p>VST2448ERR JASPER Vision 24 x 48 File/File Return, Right Worksurface Material HPL HPL Worksurface NERG No ERGO Vision Laminate Worksurface Color FLO Florence Walnut Worksurface Color R3 Eased Edge Vision Chassis Laminate Color FLO Florence Walnut (Chassis Color) Vision Drawer Laminate Color FLO Florence Walnut (Drawer Color) Pulls-Hardware Finish_PH1 P003 Sweep Pull MNK Matte Nickel Hardware Color Scheme Modesty Panel 10MP 10" Modesty Panel FLO Florence Walnut Top Grommet_TG5 G1 1 Grommet B Center Location (B) STS Stardust Silver</p>	472.70	1,890.80

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
171249	02/18/22		3	JULIE PERRY	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
5	4	Additional Grommets (Custom Locations) NAG No Additional Grommet Selection Chassis Grommets NCGR No Chassis Grommets Locking YLK Yes Locking STS Stardust Silver Tag For 01 Standard Offices VST2448ERR	672.00	2,688.00
		VST3072LD JASPER Vision 30 x 72 Single Ped Desk, Left w/Break Front Modesty Worksurface Material HPL HPL Worksurface NERG No ERGO Vision Laminate Worksurface Color FLO Florence Walnut Worksurface Color R3 Eased Edge Vision Chassis Laminate Color FLO Florence Walnut (Chassis Color) Vision Drawer Laminate Color FLO Florence Walnut (Drawer Color) Pulls-Hardware Finish_PH1 P003 Sweep Pull MNK Matte Nickel Hardware Color Scheme Modesty Panel FMP Full Modesty Panel (Standard) Pedestal Configuration BBF Box/Box/File (Standard) Top Grommet_TG5 NG No Grommet Additional Grommets (Custom Locations) NAG No Additional Grommet Selection Chassis Grommets NCGR No Chassis Grommets Locking YLK Yes Locking STS Stardust Silver Tag For 01 Standard Offices VST3072LD		

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
171249	02/18/22		3	JULIE PERRY	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
6	6	436AIR STEELCASE Steelcase Series 2; Chair-Air back Air Back Finish: Plastic - PG1 6249 - PLATINUM SOLID Seat Finish: Cogent: Connect 5S26 - LICORICE Sewn Seat Upholstery Type: Non-Sewn Color Scheme: Seagull Base Finish: Textured Paint 7243 - SEAGULL Headrest Option: No Headrest Coat Hanger: No Coat Hanger Arm Type: Height,Width,Pivot,Depth Arm Cylinder Type: Standard Range Caster or Glide Type: Hard Casters Soil Retardant Option: No Soil Retardant Tag For 01 Standard Offices SERIES2	399.59	2,397.54
7	12	475412M STEELCASE Player; Chair-Leg base, Smooth arms, Glides BACK :5S26 LICORICE FRAME :6249 PLATINUM SOLID SEAT :5S26 LICORICE OPTIONS ** OPTIONS ** BACK OPT *OPT:BACK OPTIONS CHAIR BK STD:UPH STD BACK SET SEAT OPT *OPT:SEAT OPTIONS STD SEAT STD:UPH STD SEAT SET GLIDES *OPT:GLIDES HARD GLD STD:HARD GLIDES Tag For 01 Standard Offices PLAYER	192.00	2,304.00
Subsection Sub Total				12,503.62
FLORIDA NON TAXABLE SALE				0.00
Subsection Total				12,503.62
END	Subsection			
BEG	Subsection	02 Large Office		
8	1	VST2436-30LF JASPER Vision 24d x 36w x 30h 2-Drawer Lateral	466.94	466.94

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
171249	02/18/22		3	JULIE PERRY	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
9	1	File Worksurface Material HPL HPL Worksurface Vision Laminate Worksurface Color FLO Florence Walnut Worksurface Color R3 Eased Edge Vision Chassis Laminate Color FLO Florence Walnut (Chassis Color) Vision Drawer Laminate Color FLO Florence Walnut (Drawer Color) Pulls-Hardware Finish_PH1 P003 Sweep Pull MNK Matte Nickel Hardware Color Scheme Chassis Grommets NCGR No Chassis Grommets Locking YLK Yes Locking STS Stardust Silver Tag For 02 Large Office VST2436-30LF	610.94	610.94
		VST2460ELR JASPER Vision 24 x 60 File/File Return, Left Worksurface Material HPL HPL Worksurface NERG No ERGO Vision Laminate Worksurface Color FLO Florence Walnut Worksurface Color R3 Eased Edge Vision Chassis Laminate Color FLO Florence Walnut (Chassis Color) Vision Drawer Laminate Color FLO Florence Walnut (Drawer Color) Pulls-Hardware Finish_PH1 P003 Sweep Pull MNK Matte Nickel Hardware Color Scheme Modesty Panel FMP Full Modesty Panel (Standard) Top Grommet_TG5 G1 1 Grommet B Center Location (B)		

ACCEPTED BY _____ TITLE _____ DATE _____

Quote	Quote Date	Customer Order	Customer	Account Representative	Project
171249	02/18/22		3	JULIE PERRY	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
10	1	<p>STS Stardust Silver Additional Grommets (Custom Locations) NAG No Additional Grommet Selection Chassis Grommets NCGR No Chassis Grommets Locking YLK Yes Locking STS Stardust Silver</p> <p>Tag For 02 Large Office VST2460ELR</p> <p>VST3684RD JASPER</p> <p>Vision 36 x 84 Single Ped Desk, Right w/Break Front Modesty Worksurface Material HPL HPL Worksurface NERG No ERGO Vision Laminate Worksurface Color FLO Florence Walnut Worksurface Color R3 Eased Edge Vision Chassis Laminate Color FLO Florence Walnut (Chassis Color) Vision Drawer Laminate Color FLO Florence Walnut (Drawer Color) Pulls-Hardware Finish_PH1 P003 Sweep Pull MNK Matte Nickel Hardware Color Scheme Modesty Panel FMP Full Modesty Panel (Standard) Pedestal Configuration BBF Box/Box/File (Standard) Top Grommet_TG5 NG No Grommet Additional Grommets (Custom Locations) NAG No Additional Grommet Selection Chassis Grommets NCGR No Chassis Grommets Locking YLK Yes Locking STS Stardust Silver</p> <p>Tag For 02 Large Office VST3684RD</p>	940.03	940.03

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
171249	02/18/22		3	JULIE PERRY	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
11	1	436AIR STEELCASE Steelcase Series 2; Chair-Air back Base Finish: 7243 Seat Finish: 5S26 Headrest Option: NOHEADREST Soil Retardant Option: NOSOILRET Arm Type: HWPDARM Caster or Glide Type: HARDCST Color Scheme: SEAGULL Cylinder Type: STDRNG Coat Hanger: NOCTHNGR Air Back Finish: 6249 Sewn Seat Upholstery Type: NONSEWN	399.59	399.59
	Tag For	02 Large Office SERIES2		
12	2	475412M STEELCASE Player; Chair-Leg base, Smooth arms, Glides BACK :5S26 LICORICE FRAME :6249 PLATINUM SOLID SEAT :5S26 LICORICE OPTIONS ** OPTIONS ** BACK OPT *OPT:BACK OPTIONS CHAIR BK STD:UPH STD BACK SET SEAT OPT *OPT:SEAT OPTIONS STD SEAT STD:UPH STD SEAT SET GLIDES *OPT:GLIDES HARD GLD STD:HARD GLIDES	192.00	384.00
	Tag For	02 Large Office PLAYER		
Subsection Sub Total				2,801.50
FLORIDA NON TAXABLE SALE				0.00
Subsection Total				2,801.50
END	Subsection			
BEG	Subsection	03 Reception		
13	2	436AIR STEELCASE Steelcase Series 2; Chair-Air back	399.59	799.18

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
171249	02/18/22		3	JULIE PERRY	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		Base Finish: 7243 Seat Finish: 5S26 Headrest Option: NOHEADREST Soil Retardant Option: NOSOILRET Arm Type: HWPDARM Caster or Glide Type: HARDCAST Color Scheme: SEAGULL Cylinder Type: STDNRG Coat Hanger: NOCTHNGR Air Back Finish: 6249 Sewn Seat Upholstery Type: NONSEWN Tag For 03 Reception SERIES2		
			Subsection Sub Total	799.18
			FLORIDA NON TAXABLE SALE	0.00
			Subsection Total	799.18
END	Subsection			
BEG	Subsection	04 Training/Conference		
14	6	TS4NFLIP STEELCASE Table-Rectangle, Non-flip Grain Direction: LONGGRN Depth: 30 Edge Finish: 6243 Size Option: MOD Width: 66 Cable Manager Application: NOCBLMAN Top Surface Finish: 25L6 Power Access: NOPWRACC Leg Finish: 4799 Leg: CAST Mobility: MBSTDCST Modesty Panel: NOPANEL Underside: LIGHT Ganging: NOGANGING Caster: 2LK2NL Tag For 04 Training/Conference 30/66-FX-CL	557.04	3,342.24
15	12	436AIR STEELCASE	399.59	4,795.08

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
171249	02/18/22		3	JULIE PERRY	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
		Steelcase Series 2; Chair-Air back Base Finish: 7243 Seat Finish: 5S26 Headrest Option: NOHEADREST Soil Retardant Option: NOSOILRET Arm Type: HWPDARM Caster or Glide Type: HARDCAST Color Scheme: SEAGULL Cylinder Type: STDNRG Coat Hanger: NOCTHNGR Air Back Finish: 6249 Sewn Seat Upholstery Type: NONSEWN Tag For 04 Training/Conference SERIES2		
			Subsection Sub Total	8,137.32
			FLORIDA NON TAXABLE SALE	0.00
			Subsection Total	8,137.32
END	Subsection			
BEG	Subsection	05 Break Room		
16	3	BCAB4C STEELCASE Cabby leg, Package quantity 4, Casters, 28 1/2H LEGS :4799 PLATINUM METALLIC Tag For 05 Break Room CAB	379.40	1,138.20
17	3	BFRQ30 STEELCASE Table-Square, 30D EDGE :6243 BLACKWOOD TOP-SURF:2536 BLACKWOOD (HPL) Tag For 05 Break Room 30/30	136.15	408.45
18	6	477100 STEELCASE Max Stacker III; Chair Frame Finish: 4799 Shell Finish: 6249 Glides: SOFTGLD Tablet: NOTBLT	114.00	684.00

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Quote	Quote Date	Customer Order	Customer	Account Representative	Project
171249	02/18/22		3	JULIE PERRY	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
	Tag For	Bookrack: NOBOOKRACK 05 Break Room MAX STACKER		
			Subsection Sub Total	2,230.65
			FLORIDA NON TAXABLE SALE	0.00
			Subsection Total	2,230.65
END	Subsection			
19	1	ERC LABOR TO RECEIVE DELIVER AND INSTALL	4,275.00	4,275.00

By accepting this quote the following standard conditions are implied:

*Normal business hours (NBH) delivery and installation unless noted otherwise.

*Truck to destination transfer not exceeding 50 yards.

*Unrestricted use of an elevator is REQUIRED when applicable.

*Stair carry is NOT included and must be quoted as additional labor.

*All product is to be installed in a clean, clear and unimpeded space free of construction and construction

workers with the exception of the required electrical and data personnel.

*Electrical and data work is to be done by others.

*Any deviation from these standard conditions may result in additional labor charges.

Quote valid for no more than 30 days

STATE CONTRACT 56120000-19-ACS

QUOTATION TOTALS

Sub Total 30,747.27

FLORIDA NON TAXABLE SALE 0.00

Grand Total 30,747.27

End of Quotation

ACCEPTED BY _____ TITLE _____ DATE _____

QUOTE

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Prices compared from Staples and Walmart		Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Microwave	\$70 -\$150	\$90.00
1	Refrigerator	\$700-\$1000	\$850.00
1	Coffee Machine (Single serve and 12 cup)	\$99.00	\$99.00
1	Water Cooler	\$124.00-\$200.00	\$162.00
1	Ricoh Printer/Copy/Fax Machine	\$2000-\$5000	Quote Requested
	Stock Office Supplies (Pens, paper, scissors, staplers, etc.)	\$300-\$1000	\$1000
SUBTOTAL			\$2201.00
SALES TAX			
TOTAL			\$2201.00