

BRIO BUSINESS CENTER

AGREEMENT

Between

BRIO, LLC
("Landlord")

and

CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.
("Tenant")

Lease Summary

- A. Date of Execution of Lease: October 24, 2013
- B. Landlord: BRIO, LLC
- C. Address of Landlord: PO Box 848
Winter Park, Florida 32790-0848
- D. Tenant: CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.
- E. Address of Tenant: Workforce Central Florida, 707 Mendham Boulevard, Suite 250, Orlando, Florida 32825.
- F. Buildings: The four (4) office/warehouse/showroom buildings located at 1105 thru 1295 West Airport Boulevard, Sanford, Florida and known as Brio Business Center. The buildings contain approximately 70,380 square feet of rentable space. For the purposes of this Lease, all references to the "Building" means the building located at 1209 West Airport Boulevard in the Brio Business Center.
- G. Leased Premises: That portion of Building #3 outlined on Exhibit A. The Leased Premises contains approximately 10,031+/- square feet of rentable space. The address of the Leased Premises is: 1209 - 1229 W. Airport Boulevard, Sanford, Florida, 32773
- H. Permitted Use: Business offices and customer service operations for employment and career resource services.
- I. Lease Term: Sixty-Two (62) months commencing on the Commencement Date and expiring on the Expiration Date.
- J. Commencement Date: 5 days after issuance of a final certificate of occupancy for the Leased Premises, estimated to be on or about February 1, 2014 ("Target Commencement Date")
- K. Expiration Date: March 30, 2019 (subject to adjustment depending on actual Commencement Date).
- L. Base Rent: See the Base Rent Schedule attached as Exhibit B to the Lease.
- M. Security Deposit: \$20,000.00, due at lease signing.
- N. Tenant's Proportionate Share of Operating Expenses: 14.25%
- O. Initial Estimated Operating Expense Payment: \$1,671.83 per month (\$2.00 per square foot) through December 31, 2013 (subject to adjustment per §2 of the Lease).
- P. Initial Month Sales Tax: None - provided Tenant provides and maintains state exemption certification with copy provided to Landlord.

The following exhibits are attached to and made a part the Lease:

Exhibit A - **Description of Leased Premises**
Exhibit B - **Base Rent Schedule**
Exhibit B-1 - **Base Rent Schedule During Renewal Period**
Exhibit C - **Examples of Operating Expenses**
Exhibit D - **Rules and Regulations**
Exhibit E - **Landlord's Work**
Exhibit E-1 - **Final Space Plan**
Exhibit E-2 - **Construction Budget**

Exhibit F - **Agency Disclosure Statement**
Exhibit G - **Special Terms**
Exhibit G-2 - **SNDA**
Exhibit H - **Radon Notice**
Exhibit I - **Certificate**
Exhibit J - **Signage**

THE PROVISIONS OF THIS LEASE SUMMARY ARE INCORPORATED BY THIS REFERENCE TO THE LEASE.

LEASE AGREEMENT

BRIO, LLC, a Florida limited liability company ("Landlord") hereby leases the Leased Premises to **CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.**, a Florida non-profit corporation ("Tenant") for the duration of the Lease Term, the same as may be extended. The leasing of the Leased Premises to Tenant will be upon the terms and conditions set forth in this Lease.

§1. **Base Rent:** Tenant will pay Base Rent in the amounts set forth in the Base Rent Schedule attached hereto as Exhibit B. Tenant will prepay a portion of the Base Rent as provided in Exhibit G.

§2. **Operating Expense Payment.** Tenant will pay its Proportionate Share of all Operating Expenses incurred by Landlord during the Lease Term in connection with the ownership and operation of the Buildings. The definition and illustrative examples of those expenses which are included within the definition of "Operating Expenses" are set forth in Exhibit C. Tenant's Proportionate Share of such Operating Expenses will be paid by Tenant in advance based upon Landlord's estimate of the actual Operating Expenses which will be incurred during each calendar year during the Lease Term. The estimated Operating Expense Payment for the first such calendar year is set forth in the Lease Summary. The estimated Operating Expense Payment for each calendar year thereafter will be adjusted based upon Landlord's estimate of its Operating Expenses for such calendar year. Landlord will use its best efforts to notify Tenant by December 1 of each year during the Lease Term of the amount of the monthly Operating Expense Payment for each month of the upcoming calendar year, however, Tenant shall continue paying at prior rate until notified of any change by Landlord. Increases in Operating Expenses within Landlord's reasonable control (specifically excluding, without limitation, taxes, utilities and insurance premiums) will not exceed seven percent (7%) from year to year.

As soon as reasonably practicable after the end of each calendar year, Landlord will deliver to Tenant a written statement showing its actual Operating Expenses for such calendar year and Tenant's actual Proportionate Share thereof (the "Reconciliation Statement"). If the sum of the estimated Operating Expense Payments paid by Tenant during such calendar year exceeds Tenant's Proportionate Share of the actual Operating Expenses incurred during such year, then Landlord will apply the excess toward the next succeeding monthly estimated Operating Expense Payment(s) due from Tenant. If the sum of the estimated Operating Expense Payments paid by Tenant during such calendar year is less than Tenant's Proportionate Share of the actual Operating Expenses incurred during such year, then Tenant will pay the deficiency to Landlord within thirty (30) days after Tenant's receipt of Landlord's written demand for the payment thereof.

Tenant, and its employees, agents and representatives will have 60 days after receiving the Reconciliation Statement to audit Landlord's books and records concerning the Reconciliation Statement at a mutually convenient time at Landlord's offices in central Florida. Landlord will fully cooperate with any such audit, including making appropriate employees or representatives with actual knowledge of the information contained in the Reconciliation Statement available to Tenant to provide additional information and answer questions. Landlord's books and records will be kept in accord with generally accepted accounting principles consistently applied.

§3. **Manner and Timing of Rent Payments.** The first monthly installment of Base Rent and Estimated Operating Expense Payments will be paid by Tenant coincident with its execution of this Lease. Thereafter, monthly installments of Base Rent and Estimated Operating Expense Payments will be due and payable in advance on or before the first day of each calendar month during the Lease Term. Each such installment will be paid to Landlord at its address set forth in the Lease Summary (or such other address as Landlord may designate from time to time). If the Lease Term commences on a day other than the first

day of the month or terminates on a day other than the last day of the month, then the installments of Base Rent and estimated Operating Expense Payments for such month(s) will be adjusted accordingly. If any installment of Base Rent or any estimated Operating Expense Payment is not received by the Landlord within ten (10) days after its due date, then a late payment charge of 5% of such past due amount will be assessed as a penalty and will be immediately due and payable from Tenant. Additionally, any installment of Base Rent or any estimated Operating Expense Payment or any other sums payable by Tenant hereunder more than ten (10) days past due shall accrue interest from the date due at a rate of twelve percent (12%) per annum, until payment is received by Landlord. All installments of Base Rent and estimated Operating Expense Payments will be paid by Tenant without prior notice or demand and without any rights of reduction, counterclaim or offset, except as specifically provided in this Lease. Subject to any applicable exemption and Tenant providing reasonable evidence thereof to Landlord upon request, Tenant hereby agrees to pay as additional rent any sales, use or other tax (other than income taxes) now or hereafter imposed by any government authority upon the rent and other sums payable by Tenant hereunder.

§4. **Utilities.** Landlord will provide water and sewer service to the Leased Premises. The cost of providing such water and sewer service to the Leased Premises and to other space within the Buildings will be considered an Operating Expense under §2. To the extent Tenant's usage of water or sewer service is excessive when compared to the normal, anticipated usage of other tenants in the Buildings, Tenant agrees to pay a utility surcharge to Landlord in an amount which fairly reflects its excessive usage of such water or sewer service. Tenant will pay all costs associated with the provision of all other utility services to the Leased Premises, including, without limitation, telephone, gas and electricity. To the extent possible, all utility services (except water and sewer services) will be separately metered to the Leased Premises and placed in Tenant's name. If it is not possible to place a utility service on a separate meter in Tenant's name, then all costs associated with such utility service will be billed directly by Landlord to Tenant and will be paid by Tenant within fifteen (15) days after its receipt of such billing. Landlord will not be liable to Tenant, nor will Tenant be relieved of any obligation hereunder, if any utility service to the Leased Premises is interrupted for any reason beyond Landlord's control.

§5. **Maintenance and Repair.** Landlord will maintain in good order and repair the roof, foundation, all structural walls and other components or members of the Building, all Building systems and equipment (including mechanical, electrical, HVAC and plumbing) and all common areas; provided, however, that Tenant and not Landlord will be required to maintain the same if the need therefore arises due to the fault or negligence of Tenant or its agents, employees, licensees or invitees. The cost of maintaining (but not replacing) the roof and exterior structural walls of the Buildings will be considered an Operating Expense under §2.

Tenant will at its sole expense maintain and repair the Leased Premises (including, without limitation, all windows, glass, storefront systems, plumbing, electrical, lighting, fire extinguishers, ceilings, flooring, doors and other mechanical systems and components located within and serving exclusively the Leased Premises) in good repair and condition, and keep Leased Premises free from all refuse and trash accumulation. Tenant will contract for its own janitorial services and will promptly pay all costs associated with such services. Tenant shall pay for and maintain a service contract agreement acceptable to Landlord for the HVAC Equipment. Subject to a Tenant \$500.00, per unit per incident deductible, Landlord, at Landlord's expense, shall be responsible for unit repair and replacement.

§6. **Use of Premises.** Tenant will use the Leased Premises solely for the Permitted Use. **Tenant will not cause or permit any waste or damage to the Leased Premises or the Building and will not occupy or use the Leased Premises in a manner which is unlawful, hazardous, unsanitary, noxious or offensive or which unreasonably interferes with the business operations of other tenants in the Buildings.** If the nature of Tenant's use or occupancy of the Leased Premises causes any increase in Landlord's insurance premiums over and above those chargeable for the least hazardous type of

occupancy legally permitted in the Leased Premises, then Tenant shall pay the resulting increase within ten days after its receipt of a statement from Landlord setting forth the amount thereof. Tenant will comply with the Rules and Regulations for the Buildings which are set forth in Exhibit D (and any modifications thereto which are not inconsistent with the provisions of this Lease).

§7. **Governmental Requirements.** Tenant will at its sole expense obtain all permits and comply with all laws and other governmental requirements which are now or hereafter in force pertaining to Tenant's use and occupancy of the Leased Premises.

§8. **Signs.** Except as set forth on Exhibit J, Tenant will not place any sign or other advertising material on the exterior or interior of the Leased Premises or the Buildings, without the prior written consent of Landlord.

§9. **Leasehold Improvements.** Landlord will construct those improvements to the Leased Premises, if any, which are described in Exhibit E and Exhibit E-1. Landlord will use its best efforts to substantially complete such improvements by the Commencement Date of the Lease Term, subject to the occurrence of unforeseen events beyond its control (including, without limitation, delays caused by Tenant). If Landlord fails to substantially complete such improvements by the Commencement Date for any reason other than a delay caused by Tenant, then the Commencement Date shall occur on the day after such improvements are substantially completed, and the Expiration Date shall be adjusted accordingly.

§10. **Alterations.** Tenant will not at any time prior to or during the Lease Term make any alterations, additions or improvements to the Leased Premises costing in excess of \$5,000 or requiring a governmental permit without the prior written consent of Landlord, which will not be unreasonably withheld or delayed. If Landlord consents to any proposed alteration, addition or improvement, the same shall be made by Landlord at Tenant's sole expense. If required by Landlord, any such alterations, additions or improvements will be removed by Tenant upon the expiration of the Lease Term. Tenant will repair any damage to the Leased Premises caused by such removal.

§11. **Mechanics Liens.** Tenant will indemnify and hold Landlord harmless from any liability or expense associated with its construction of any alteration, additional or improvement to the Leased Premises. Tenant will immediately discharge or bond over any mechanics lien filed against the Leased Premises or the Buildings in connection with any work performed by or at the request of Tenant.

§12. **Assignment and Subletting.** Tenant will not assign this Lease or sublet all or any part of the Leased Premises without the prior written consent of Landlord, which shall not be unreasonably withheld or delayed. Unless otherwise agreed to by Landlord, Landlord's consent to any such assignment or sublease will not relieve Tenant from its obligations under this Lease.

§13. **Subordination.** Tenant's rights and interest under this Lease will be subordinate to all mortgages and other encumbrances now or hereafter affecting any portion of the Buildings or the Land. In the event of the foreclosure of any mortgage or other encumbrance, Tenant will, upon request of any person succeeding to the interest of Landlord, attorn to and automatically become the tenant of such successor in interest without change in the terms or conditions of this Lease; provided, however, that such successor in interest shall not be liable for any act or omission of any prior landlord or subject to any offsets or defenses which Tenant may have against any such prior landlord. This paragraph will be self-operative and no further instrument will be required to effect the subordination provided for herein. Within 15 days after its receipt of Landlord's request therefor, Tenant will execute and deliver to Landlord a certificate confirming such subordination and attornment and setting forth the current status and facts related to this Lease and Tenant's occupancy of the Leased Premises. As a condition to Tenant's obligations under this Lease, within 30 days after the execution of this Lease by Tenant, Landlord will

cause its existing mortgagee of the Building, Orange Bank of Florida, to enter into a subordination, non-disturbance and attornment agreement with Tenant substantially in the form and content attached hereto as Exhibit G-2 and incorporated herein.

§14. **Time of the Essence.** It is mutually understood and agreed that time of the payment of rental hereunder, and of the observance and performance of the covenants on the part of the Tenant and Landlord herein contained, are of the essence of this Lease.

§15. **Limitation of Landlord's Personal Liability.** Tenant will look solely to Landlord's interest in the Leased Premises and the Buildings for the recovery of any judgment against Landlord; it being the express intent of the parties hereto that neither Landlord, nor any of its partners will ever be personally liable for any such judgment.

§16. **Indemnification and Insurance.** Landlord will not be liable for and Tenant will indemnify and hold Landlord harmless from any liability or expense associated with any damage or injury to any person or property (including any person or property of Tenant or anyone claiming under Tenant) which arises directly or indirectly out of or in connection with the Leased Premises or Tenant's use or occupancy thereof; provided, however, that Tenant will not be obligated to indemnify Landlord as to any liability or expense occasioned by the gross negligence of Landlord, its employees, agents, contractors or representatives. Landlord will indemnify and hold Tenant harmless from any liability or expense associated with any damage or injury to any person or property (including any person or property of Landlord or anyone claiming under Landlord) which arises directly or indirectly out of or in connection with the gross negligence of Landlord, its employees, agents, contractors or representatives. This section shall survive the expiry or sooner termination of the term hereof.

All property stored or placed by Tenant in or about the Leased Premises will be so stored or placed at the sole risk of Tenant. Tenant will at its sole expense maintain in full force and effect at all times during the Lease Term: (a) commercial general liability insurance coverage for bodily injury and property damage with liability limits of not less than \$1,000,000 for injury to one person, \$2,000,000 for injury from one occurrence and \$1,000,000 for property damage; and (b) excess or umbrella coverage on all property stored or placed by Tenant in or about the Leased Premises in an amount equal to the full replacement value of such personal property. Each insurance policy required to be maintained by Tenant hereunder will name Landlord as an additional insured and will specifically provide that such insurance policy cannot be terminated without giving at least 30 days prior written notice to Landlord.

Landlord will maintain commercially standard fire and property casualty insurance covering the Building and the Leased Premises in an amount not less than the replacement cost thereof.

§17. **Hazardous Substances.** Tenant will not use, store or dispose of any Hazardous Substance (as that term is defined or used in the Comprehensive Environmental Response, Compensation and Liability Act or any other federal, state or local environmental law or requirement) on or about the Leased Premises, except for immaterial amounts that are exempt from or do not give rise to any violation of applicable law. Tenant agrees to indemnify and hold Landlord harmless from any liability or expense incurred by or claimed against Landlord as a result of Tenant's breach of the covenant contained in this paragraph. Landlord represents, warrants and covenants that, to its knowledge, neither the Leased Premises nor the Buildings nor the common areas are contaminated with any Hazardous Substances, and Landlord will indemnify and hold harmless Tenant from any loss, cost, liability or expense arising out of the breach of such representation, warranty and covenant. Landlord's and Tenant's covenants and obligations under this §17 will survive the expiry or sooner the termination of the term of this Lease.

§18. **Surrender of Premises.** Upon the termination of Tenant's right of possession under this Lease, Tenant will immediately surrender possession of the Leased Premises to Landlord in good repair and "broom clean" condition, reasonable wear and tear and damage by fire or other casualty excepted. Tenant will at the same time remove all of its trade fixtures from the Leased Premises, as well as any of Tenant's alterations, additions or improvements that may be designated by Landlord in writing within 15 days after the expiry or termination of the term (other than those improvements constructed by Landlord pursuant to §9 and Exhibit E). If Landlord so notifies Tenant to remove any of such Tenant's alterations, additions or improvements, Landlord will provide reasonable access to the Leased Premises and otherwise cooperate with Tenant so that Tenant may accomplish such removal in an orderly and commercially reasonable manner. Tenant will promptly repair any damage caused to the Leased Premises by the removal of any of such property.

§19. **Examination and Exhibiting Premises.** Upon reasonable prior notice (except in cases of bona fide emergency) Landlord or its duly authorized agent shall have the right to enter the Leased Premises at all reasonable times to examine the condition of the same and to make repairs to the Leased Premises or the Building. Within six (6) months prior to the date of the expiration of the lease, Landlord or its authorized agent shall have the right to enter the Leased Premises at all reasonable times for the purpose of exhibiting the same to prospective tenants. Landlord may affix to any suitable part of said premises a notice of advertisement for letting or selling said premises, all without any hindrance or molestation.

§20. **Security Interest.** [Intentionally deleted].

§21. **Casualty.** If the Leased Premises are damaged by fire or other casualty, then Landlord shall, within 30 days afterwards, give written notice to Tenant whether the Leased Premises can reasonably be repaired within 150 days after the date of such fire or other casualty. If Landlord notifies Tenant that it does not believe that the Leased Premises can reasonably be repaired to substantially their prior condition (including Landlord's work described on Exhibit E) within 150 days after the occurrence of such damage or destruction, then either Landlord or Tenant will have the option of terminating this Lease by giving written notice thereof to the other at any time within 30 days after the date of Tenant's receipt of the aforementioned notice from Landlord. If Landlord determines that the Leased Premises can reasonably be repaired within such 150 day period or if neither party elects to terminate this Lease despite the fact that Landlord has determined that the Leased Premises cannot be reasonably repaired within such 150 day period, then provided Landlord's lender makes insurance proceeds available, Landlord will proceed to repair the Leased Premises at its sole expense; provided, however, that Landlord will in no event be required to repair any improvements previously made to the Leased Premises by or at the request of Tenant other than the Landlord's work described on Exhibit E. If the Leased Premises are rendered untenantable in whole or in part as a result of a fire or other casualty, then all rent and additional rent accruing after the occurrence of any such fire or other casualty and prior to the completion of the repair of the Leased Premises will be equitably and proportionately abated to reflect the untenantable portion of the Leased Premises, as determined by the local building official. Landlord will not be liable to Tenant for any inconvenience or interruption to Tenant's business occasioned by such fire or other casualty or the concomitant repair of the Leased Premises.

§22. **Condemnation.** If all or any substantial portion of the Leased Premises or the Buildings is taken by or under threat of condemnation so as to render the Leased Premises wholly untenantable, then this Lease will automatically terminate as of the date of the vesting of title to such property in the condemning authority. If such taking does not render the Leased Premises wholly untenantable, then this Lease will not terminate but will continue in full force and effect in accordance with its terms, except that the Base Rent and Tenant's Proportionate Share of Operating Expenses will be adjusted to fairly reflect the portion of the Leased Premises or the Buildings which was so taken. Landlord will not be liable to Tenant

for any inconvenience or interruption to Tenant's business occasioned by any such taking. Landlord will be entitled to receive the entire award made by the condemning authority for any such taking; provided, however, that Tenant may seek its own compensation for business interruption and other compensable losses or expenses permitted under applicable law so long as the same do not reduce Landlord's award. Landlord will promptly notify Tenant of the institution of any condemnation proceeding affecting the Leased Premises.

§23. **Holding Over.** Tenant will not hold over in its occupancy of the Leased Premises after the expiration of the Lease Term without the prior written consent of Landlord. If Tenant holds over without the prior written consent of Landlord, then Tenant will pay 150% of the Base Rent and estimated Operating Expense Payment then in effect for each month during the entire holdover term. Any holding over with the consent of Landlord will constitute this Lease as a lease from month-to-month.

§24. **Default.** If Tenant fails to pay any installment of Base Rent, any Estimated Operating Expense Payment or any other sum payable by it hereunder within ten days of the date when due, or Tenant defaults in the performance of any of its other obligations under this Lease and such default continues for 30 days after written notice thereof is given to Tenant, then, in addition to any other legal rights and remedies available to Landlord at law or in equity, Landlord may: (a) terminate this Lease and declare all Base Rent and Estimated Operating Expense Payments payable over the remainder of the Lease Term to be immediately due and payable; or (b) reenter and attempt to relet the Leased Premises without terminating this Lease, in which event Tenant will remain obligated to pay to Landlord any deficiency between all sums payable by Tenant pursuant to this Lease and any sums collected by Landlord from any reletting of the Leased Premises (net of any sums paid by Landlord in connection with such reletting, including, without limitation, leasing commissions, attorneys' fees and costs of improvements to the Leased Premises). Landlord may collect any amounts payable to it pursuant to this paragraph by any lawful means, including, without limitation, the sale by public or private sale of all of Tenant's personal property in which Landlord has a security interest.

§25. **Prevailing Party's Fees.** If any legal action is commenced by either Landlord or Tenant, to enforce its rights hereunder, then all reasonable attorneys' fees and other expenses incurred by the prevailing party in such action shall be promptly paid by the non-prevailing party.

§26. **Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the successors and assigns of Landlord and the successors and permitted assigns of Tenant.

§27. **No Waiver.** No waiver of any covenant or condition of this Lease by either party will be deemed to constitute a future waiver of the same or any other covenant or condition of this Lease. In order to be effective, any such waiver must be in writing and must be delivered to the other party to this Lease.

§28. **Brokerage Commissions.** Each of Landlord and Tenant hereby represents and warrants that it has not dealt or consulted with any real estate broker or agent in connection with this Lease other than those real estate brokers and agents specifically identified in the Agency Disclosure Statement attached hereto as Exhibit F. Each of Landlord and Tenant agrees to indemnify and hold the other harmless from and against any liability or expense occasioned by a breach of the foregoing representation.

§29. **Relocation.** Landlord will not have the right to relocate Tenant to during the lease term or any extensions thereof.

§30. **Reasonableness of Consent.** Landlord will not unreasonably withhold or delay any consent or approval, which is required to be given by it pursuant to the terms of this Lease.

§31. **Amendment.** This Lease may not be amended except by a written instrument signed by both Landlord and Tenant.

§32. **Governing Law.** This Lease will be governed by and construed in accordance with the laws of the State of Florida.

§33. **Notices.** All notices required or permitting under this Lease must be in writing and must be delivered to Landlord and Tenant at their addresses set forth in the Lease Summary (or such other address as may hereafter be designated by such party). Any such notice must be personally delivered or sent by either registered or certified mail or overnight courier.

§34. **Security Deposit.** Concurrently with its execution of this Lease, Tenant has deposited with Landlord a Security Deposit in the amount identified in the Lease Summary. The Security Deposit will be retained by Landlord as partial security for Tenant's performance of all its obligations under this Lease. If Tenant defaults in the performance of any of its obligations under this Lease, then Landlord will have the right to use all or a portion of the Security Deposit to cure such default and Tenant shall replenish same. Any portion of the Security Deposit remaining unutilized following the expiration or sooner termination of the Lease Term and Tenant's full performance of all its obligations under this Lease will be returned to Tenant, without interest, within 30 days afterwards.

§35. **Renewal Options.** (a) Provided Tenant is not then in material or monetary default hereunder, Tenant will have two successive options to renew and extend the Lease Term (the "**Renewal Option**"), each for five additional years (i.e., a total of 10 years if both options are exercised) (each, a "**Renewal Term**"), as provided in this paragraph. If Tenant wishes to exercise the Renewal Option, it must do so in writing at least 180 days before the end of the then-current term. For clarity and the avoidance of doubt, Tenant may not exercise the Renewal Option for the second Renewal Term unless it has previously exercised its Renewal Option for the first Renewal Term.

(b) All of the terms and provisions of this Lease will apply during each Renewal Term, except for Base Rent, which will be as set forth on Exhibit B-1.

§36. **Special Terms.** Exhibit G sets forth those special provisions, if any, which supplement the provisions of this Lease.

(Signature and acknowledgements appear on next page)

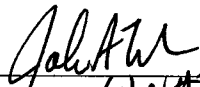
SIGNATURES AND ACKNOWLEDGEMENTS


Landlord and Tenant have executed this Lease as of the date specified in the Lease Summary.

Signed and acknowledged in
presence of:

LANDLORD:

LANDLORD'S WITNESSES:


Sign/Print Name: John A. Taylor


Sign/Print Name: Kimberly J. Hanson


BRIO, LLC

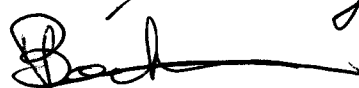
By: 
Signature
Glen A. Leffler, Mng. Member
Print Name/Title

TENANT:

TENANT'S WITNESSES:

**CENTRAL FLORIDA REGIONAL WORKFORCE
DEVELOPMENT BOARD, INC.**


Sign/Print Name: Leo Alvarez


Sign/Print Name: YVONNE VAN BOCHOVEN

By: Pamela Nabors
Pamela Nabors, President & CEO

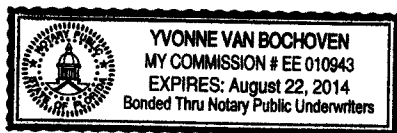
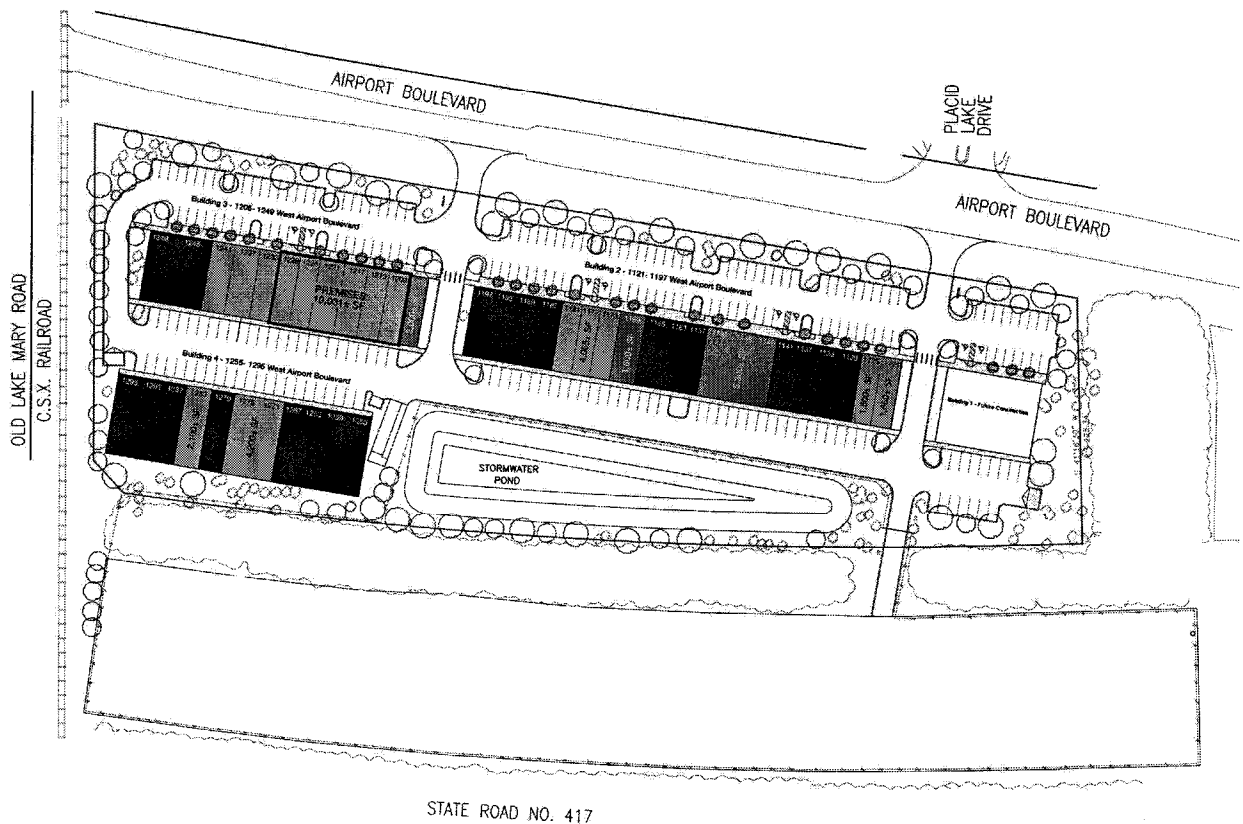


EXHIBIT A
Description of Leased Premises

CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.
1209 West Airport Boulevard
Sanford, Florida 32773

This plan is diagrammatic only and is provided solely for the purpose of indicating the shape and location of the Premises. With the exception of work described in EXHIBIT E, tenant accepts Premises in "as is" condition, subject to the terms and conditions of this Lease Agreement. Taking possession shall constitute Tenant's acceptance of Premises as required hereunder. All other improvements to Premises are at Tenant's expense.



Initialed and Approved by Landlord and Tenant:

LL: _____

T: _____

EXHIBIT B
Base Rent Schedule

CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.
1209 West Airport Boulevard
Sanford, Florida 32773

The monthly Base Rent and Initial Estimated Operating Expense (and the then-current sales tax thereon, which at present is 6%) payable by Tenant during the Lease Term will be as set forth in the following schedule:

<u>Lease Period</u>	<u>Monthly Base Rent</u>	<u>Monthly Initial Est. Operating Expense*</u>	<u>Monthly Sales Tax @ 6%</u>	<u>Total Monthly Rent</u>
Months 1 – 2	\$ 0.00	\$ 0.00	N/A	\$ 0.00
Months 3 – 14	\$10,866.92	\$1,671.83	N/A	\$12,538.75
Months 15 – 26	\$11,192.92	\$1,671.83	N/A	\$12,864.75
Months 27 – 38	\$11,527.29	\$1,671.83	N/A	\$13,199.12
Months 39 – 50	\$11,878.38	\$1,671.83	N/A	\$13,550.21
Months 51 – 62	\$12,237.82	\$1,671.83	N/A	\$13,909.65

* Operating Costs shall be subject to adjustment, and controllable cost increases shall be capped, as provided in Section 2 of the Lease Agreement.

Initialed and Approved by Landlord and Tenant:

LL: 

T: 

EXHIBIT B-1
Base Rent Schedule During Renewal Period

CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.
1209 West Airport Boulevard
Sanford, Florida 32773

If applicable, the monthly Base Rent and Estimated Operating Expense (and the then-current sales tax thereon, which at present is 6%) payable by Tenant during the extended Lease Term will be as set forth in the following schedule:

<u>Lease Period</u>	<u>Monthly Base Rent</u>	<u>Monthly Initial Est. Operating Expense*</u>	<u>Monthly Sales Tax @ 6%</u>	<u>Total Monthly Rent</u>
EXTENSION OPTION 1				
Months 63 – 74	\$ 9,688.27	\$1,671.83	N/A	\$ 11,360.10
Months 75 – 86	\$9,978.92	\$1,671.83	N/A	\$11,650.75
Months 87 – 98	\$10,278.27	\$1,671.83	N/A	\$11,950.10
Months 99 – 110	\$10,596.62	\$1,671.83	N/A	\$12,268.45
Months 111- 122	\$10,914.52	\$1,671.83	N/A	\$12,586.35
EXTENSION OPTION 2				
Months 123 - 134	\$11,241.95	\$1,671.83	N/A	\$12,913.78
Months 135 - 146	\$11,579.21	\$1,671.83	N/A	\$ 13,251.04
Months 147 - 158	\$11,926.59	\$1,671.83	N/A	\$13,598.42
Months 159 - 170	\$12,284.39	\$1,671.83	N/A	\$13,956.22
Months 171 - 182	\$12,652.92	\$1,671.83	N/A	\$14,324.75

* Operating Costs shall be subject to adjustment, and controllable cost increases shall be capped, as provided in Section 2 of the Lease Agreement.

Initialed and Approved by Landlord and Tenant:

LL:  T: 

EXHIBIT C
Examples Of Operating Expenses

CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.

1209 West Airport Boulevard

Sanford, Florida 32773

“Operating Expenses” means Landlord’s actual and commercially reasonable operating expenses to operate, maintain, manage, and repair the Buildings and common areas, including, but not limited to:

1. Costs of maintaining and repairing (but not replacing) the roof and other structural portions of the Buildings and all common areas serving the Buildings;
2. Real estate taxes and assessments on the Buildings and the land on which the Buildings are situated;
3. Insurance premiums for liability and extended coverage insurance policies maintained by Landlord on the Buildings and the land on which the Buildings are situated;
4. Costs of maintaining and repairing the landscaping and irrigation system which serves the Buildings;
5. Costs related to the provision of water, sewer, gas and other utility services to or for the benefit of the Buildings, unless such utility services are separately metered and placed in the name of a tenant;
6. Salaries and related costs of non-executive, non-managerial personnel spending time directly associated with the operation, management and maintenance of the Buildings (it being understood and agreed that the property management fee described below is intended to cover overhead items such as executive or managerial labor);
7. A reasonable property management fee not to exceed 5% of gross collections;
8. A reasonable contingency/replacement reserve;
9. The cost of any cost-saving utility device installed in the Buildings, but only to the extent of the actual cost savings obtain therefrom (and if the cost of any such device exceeds \$1,000, it must be spread over the expected life of the device and not expensed in the year in which it is deployed);
10. The cost of any Buildings improvement (amortized over such reasonable period as Landlord shall determine in accordance with generally accepted accounting principles) which Landlord is legally required to make as a result of the enactment or promulgation of any governmental law or regulation after the date of the execution of this Lease;
11. Costs of maintaining, repairing and inspecting the fire protection and life safety systems for the Buildings and all common areas serving the Buildings;
12. Accounting, legal and other professional services rendered in connection with the operation, management and maintenance of the Buildings (excluding, for clarity and the

avoidance of doubt, any such fees or expenses incurred in connection with negotiations for new or renewing tenants or for collection or enforcement of existing leases); and

13. All other costs and expenses related to the operation, management and maintenance of the Buildings which are considered to be operating expenses under generally accepted accounting principles.

The following are illustrative examples of some of the expenses which are excluded from the definition of "Operating Expenses":

1. Landlord's debt service on any financing related to the Buildings;
2. Franchise or income taxes payable by Landlord;
3. Salaries and related costs of Landlord's off-site administrative personnel;
4. Costs of all tenant improvements;
5. Costs (including permit, license, and inspection fees) incurred in renovating, improving, decorating, painting, or redecorating vacant space or space for tenants;
6. Landlord's cost of electricity or other service sold to tenants for which Landlord is to be reimbursed as a charge over the rent and additional rent payable under the lease with that tenant;
7. Items and services for which Tenant reimburses Landlord or pays third parties or that Landlord provides selectively to one or more tenants of the Buildings other than Tenant without reimbursement;
8. Advertising and promotional expenditures;
9. Charitable or political contributions or similar donations;
10. Repairs or other work needed because of fire, windstorm, or other casualty or cause insured against by Landlord or to the extent Landlord's insurance required hereunder would have provided insurance (whichever is the greater coverage);
11. Nonrecurring costs incurred to remedy structural defects in original construction materials or installations;
12. Any costs, fines, or penalties incurred because Landlord violated any governmental rule or authority;
13. Costs incurred to test, survey, cleanup, contain, abate, remove, or otherwise remedy Hazardous Substances in, on, or under the Buildings or common areas unless the Hazardous Substances were in, on, or under the Property because of Tenant's negligence or intentional acts;

14. Costs incurred to comply with the ADA laws except to the extent compliance is required because of amendments to the ADA Laws that became effective after the date this Lease is signed;
15. Costs for sculpture, paintings, or other art; or
16. Other expenses that under generally accepted accounting principles consistently applied would not be considered normal maintenance, repair, management, or operation expenses.

Operating Expenses shall be computed for each calendar year during the Lease Term based upon the accrual method of accounting. If the Buildings are each less than 100% occupied, then Operating Expenses shall be calculated as if the Buildings had been 100% occupied and the results shall constitute Landlord's Operating Expenses for such calendar year for all purposes of this Lease. Landlord reserves the right to alter the identity of the Buildings to be taken into consideration with respect to the computation of its Operating Expenses in the event that one or more of the Buildings is sold to an unrelated third party.

The purpose of Operating Expense reimbursement under this Lease is to fairly reimburse Landlord for the costs of those Operating Expenses for operating, maintaining, repairing, and managing the Buildings and common areas, and not to provide an additional source of profit to Landlord. Without limiting the generality of the foregoing principle, the parties agree as follows:

1. Operating Expenses must be directly attributable to the operation, maintenance, management, and repair of the Buildings and common areas as determined under generally accepted accounting principles consistently applied.
2. Landlord shall perform its operating and maintenance obligation in a cost-effective manner using commercially reasonable efforts to keep the increased Operating Expenses from rising no faster or higher than other comparable buildings in the submarket area in which the Leased Premises is located.
3. Operating Expenses must be obtained at commercially reasonable prices.
4. Operating Expenses will be the types of costs that are generally incurred by other prudent building operators of comparable buildings in the submarket area in which the Leased Premises is located.
5. The Operating Expenses will be fairly and accurately calculated by Landlord.

Initialed and Approved by Landlord and Tenant:


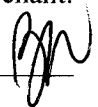
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EXHIBIT D
Rules And Regulations

CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.

1209 West Airport Boulevard
Sanford, Florida 32773

1. Tenant shall not obstruct or impede the use of the Common Areas by others nor use the Common Areas for other than their intended purposes.
2. Tenant shall lock the Leased Premises and shall shut off water faucets, lights and electrical equipment and appliances located in the Leased Premises before leaving the Leased Premises each day. Tenant will take corrective actions or promptly notify Landlord if any plumbing is leaking and/or running continuously.
3. All deliveries and shipments shall be made only at Tenant's loading dock(s) or other areas designated by Landlord.
4. Tenant shall place garbage and refuse only in trash containers approved by Landlord. Such containers shall be kept either inside the Leased Premises or outside the Leased Premises in such areas as are from time to time designated by Landlord. The Landlord shall approve the trash collection and disposal service which will be utilized to empty and haul away such garbage and refuse and the times and days of the week such containers shall be emptied. Tenant shall pay for the cost of the containers and the periodic trash collection and disposal charges.
5. No exterior aerials or antennae shall be placed by Tenant on or about the Leased Premises, the Building(s) or property associated with same.
6. Tenant shall not engage in any activity nor utilize any machinery or apparatus which shall cause a nuisance outside the Leased Premises.
7. Tenant shall not use the plumbing facilities serving the Leased Premises for the disposal of refuse or any other improper use. Tenant shall, at its sole cost and expense, repair any damage to such plumbing facilities caused by any such misuse.
8. Except for personal service animals accompanied by their owners, no animals or birds shall be allowed in or about the Leased Premises.
9. Tenant shall not store any personal property outside the Leased Premises.
10. Tenant shall, at the request of Landlord, retain a pest and rodent extermination service approved by Landlord which shall periodically treat the Leased Premises in a manner and at such times as are approved by Landlord.
11. Tenant shall not burn or incinerate trash, refuse or any other items in or outside the Leased Premises.
12. Landlord shall provide Tenant with two (2) sets of keys to the Leased Premises. Tenant may obtain additional keys to the Leased Premises at Tenant's cost. Tenant shall provide only its

authorized agents and employees with copies of such keys. Upon termination of the Lease, Tenant shall return all keys to Landlord.

13. Tenant shall not alter nor add locks or bolts on doors providing ingress and egress to the Leased Premises, without approval of Landlord and providing Landlord with a key.
14. Tenant shall not allow anyone to reside or sleep in the Leased Premises.
15. Landlord shall not be responsible for any loss, theft or disappearance of personal property from the Leased Premises, the Building(s) or property associated with same.
16. Tenant shall park only in those areas designated for parking by Landlord. Tenant shall comply with all directional and other signs posted in the parking areas and shall use only one (1) parking stall per vehicle. Tenant shall not park mobile homes, trailers, or similar vehicles in the common parking areas. Except for up to two Tenant customer service vehicles that may be parked overnight, no vehicle shall be parked overnight in the common parking areas nor shall any inoperable vehicle be allowed to remain in the common parking areas. Any vehicle which is parked in the common parking areas by Tenant in violation of these Rules and Regulations may be towed away at Tenant's expense. Tenant shall be allotted 40 non-reserved and non-designated parking spaces for Tenant's employees and customers.
17. Tenant shall not cover all or any part of any window or door of the Building without obtaining the prior written approval of Landlord.
18. Tenant shall not conduct or permit to be conducted any auction or similar sale on or about the Leased Premises, the Building(s) or property associated with same.

These Rules and Regulations and any amendments hereto are intended to supplement the terms and provisions of the Lease. In the event of a conflict between the Lease and these Rules and Regulations, or any amendments thereto, the Lease shall govern. If Tenant fails to fully comply with these Rules and Regulations, Landlord may, in its sole discretion and with/out waiving any other right or remedy, undertake such actions on behalf of Tenant as Landlord determines are necessary to cause Tenant to fully comply with these Rules and Regulations. All costs, expenses and fees expended by Landlord to insure full compliance with these Rules and Regulations shall constitute Additional Rent under the Lease and be immediately due and payable by the Tenant upon demand and shall bear interest at the rate of twelve percent (12%) per annum until paid.

Initialed and Approved by Landlord and Tenant:

LL: 

T: 

EXHIBIT E
Landlord's Work

CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.
1209 West Airport Boulevard
Sanford, Florida 32773

1. Landlord's Work. Subject to final architectural drawings compliant with City of Sanford code requirements, Landlord shall, at Landlord's expense, construct on a "turn-key" basis, the offices depicted in the attached Final Space Plan Exhibit E-1 and the scope of work described in the budget attached hereto as Exhibit E-2 ("Landlord's Work").

2. Plan Development. Within 30 days after the execution of this Lease by both parties, Landlord, at Landlord's cost and expense and in consultation with Tenant, will cause bid-ready plans and specifications (the "Plans") to be developed by an architect, engineer or other licensed design professional selected by Landlord and reasonably acceptable to Tenant. Tenant hereby approves Design Three Associates as the architect. The Plans shall contemplate the quality of materials and finishes that are standard for the Brio Business Center and the parties shall act in good faith in approving the Plans based on that standard. If Tenant does not object in writing, with stated reasons, to the proposed Plans delivered to Tenant within seven business (7) days after Tenant's receipt thereof (whether the initial delivery thereof or any subsequent delivery), the same shall be deemed approved by Tenant. If for any reason the Plans have not been approved by Landlord and Tenant by November 7, 2013, then either party will have the right to terminate this Lease by delivering written notice to the other party at any time until the Plans are approved. If this Lease is so terminated by Landlord, Landlord will promptly refund Tenant's pre-paid Base Rent and security deposit. If this Lease is so terminated by Tenant then Tenant will reimburse Landlord for Landlord's actual out-of-pocket costs paid to unaffiliated third parties to produce the Plans, and for brokerage commissions and legal fees paid by Landlord in connection with this Lease.

3. Bids. Promptly after completion of the Plans, Landlord will obtain one or more turn-key construction bids for the Landlord's Work from licensed, reputable contractors acceptable to Landlord. (For clarity, the budget attached hereto as Exhibit E-2 is attached for scope of work and related informational purposes, and, as between Landlord and Tenant, does not constitute the final budget or bid.) In addition, Tenant may request that its contractor ("Tenant's Contractor") be permitted to bid, in which case Landlord will cooperate to enable Tenant's Contractor to bid on Landlord's Work provided that Tenant's Contractor is acceptable to Landlord. Landlord, in consultation with Tenant, will select the contractor ("Landlord's Contractor"), unless Tenant requires that Landlord use Tenant's Contractor and Tenant's Contractor is acceptable to Landlord. If Tenant insists on using Tenant's Contractor and Tenant's Contractor is acceptable to Landlord, then a construction management fee equal to three percent (3%) of the cost of Landlord's Work shall be paid to Landlord from the Allowance (defined below).

4. Allowance and Overruns. The base rate quoted on the Exhibit "B" – Base Rent Schedule, is inclusive of a Landlord Improvement Allowance of \$300,000.00 (\$13/sf NNN) ("Allowance"), including space plans, architectural drawings, construction permits, and construction costs. If the lowest responsible bid exceeds the Allowance, Tenant shall promptly either (i) reduce or defer the scope of Landlord's Work accordingly, or (ii) if the desired bid does not exceed the Allowance by more than \$100,000, authorize in writing an appropriate adjustment to the Base Rent to take into account such excess (the "Excess Amount"), and the parties will enter into an amendment of this Lease to confirm the adjusted Base Rent. If the Excess Amount is \$25,000 or less, the Excess Amount will be amortized over the first and second years of the Lease, without interest, and the Base Rent will be adjusted accordingly. If the Excess Amount is over \$25,000, such additional amount will also be amortized over the first and second years of the Lease, at a rate of 4% per annum simple interest, and the Base Rent will be adjusted

accordingly. In any event, after the construction contract and plans are finalized, Landlord, and not Tenant, will be responsible for any cost overruns except where such overruns are caused by Tenant changing the scope of the work or specifications in a manner that increases the net overall construction costs or where Tenant or its contractors have damaged the Leased Premises or Landlord's Work.

5. Completion. Landlord will use commercially reasonable efforts to complete Landlord's Work within 90 days after approval of the Plans. Notwithstanding anything to the contrary in this Lease, if for any reason whatsoever (other than delays caused by Tenant changing the scope of the work or specifications or delays due to Tenant or its contractors having damaged the Leased Premises or Landlord's Work) Landlord's Work has not been completed (including all inspections and certificates of occupancy) within 150 days after the issuance of a building permit for Landlord's Work, then Tenant, as its sole remedy for such delay, may cancel and terminate this Lease by delivering written notice to Landlord within 10 days after the expiry of such 150-day period. As soon as the Plans are approved, Landlord will, in good faith, apply for such building permit and diligently and expeditiously follow up and satisfy any and all requirements necessary to obtain such permit without delay. Landlord will deliver a copy of such permit to Tenant promptly after its issuance so that Tenant will be aware of the commencement of the aforesaid 150-day time period.

6. Warranty. Landlord will cause the contractor performing Landlord's Work to warrant and guarantee that Landlord's Work will be free from defects in materials and workmanship for a period of one year following completion of Landlord's Work, and Tenant shall have the right to enforce such warranty.

Tenant is solely responsible for any phone/voice/data cabling and/or equipment necessary to the operation of Tenant's business. And, any and all items to be provided by Tenant shall be performed in conjunction with Landlord's work, if any, and any such delay caused by Tenant shall not be grounds to extend the Commencement Date of the Lease.

Initialed and Approved by Landlord and Tenant:

LL:



T:

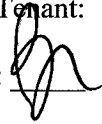
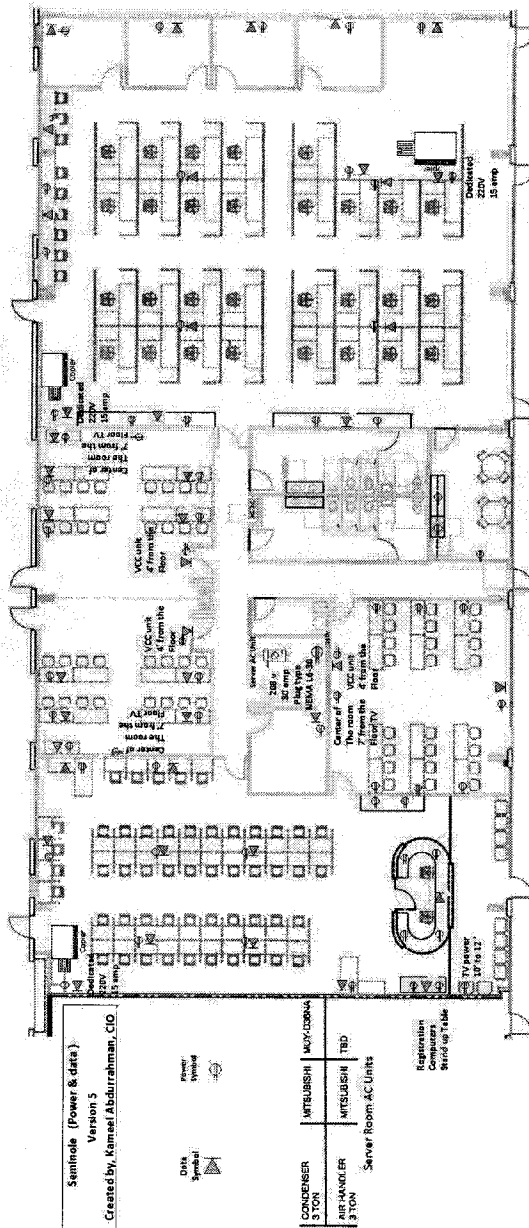


EXHIBIT "E-1"
Final Space Plan



Initialed and Approved by Landlord and Tenant:

LL: _____

T: _____

EXHIBIT E-2
Construction Budget

DESIGN ENTERPRISES, INC.

COMMERCIAL BUILD-OUT SPECIALISTS
P.O. Box 848 • Winter Park • Florida 32790-0848
407-830-1414
License CBC034367

BUDGET

October 9, 2013

Brio Business Center

Re: *WFCF @ Brio*
1209 W. Airport Blvd. (approx. 10,031 sf)
Sanford, Florida 32773

Orlando, Florida

Design Enterprises, Inc. hereby submits this not to exceed Budget, to provide all labor, materials, equipment, overhead, supervision and permit required to complete the Scope of Work, described and detailed herein, for the **Budget Price of:**

Three Hundred Thirty-Eight Thousand Seven Hundred Ninety Dollars
\$ 338,790.00

The Scope of Work is based on the proposed preliminary space plans received from Design Three Associates, dated 9-18-2013 with voice/data/electrical notes, to include the following:

1. ARCHITECTURAL: By D3A, \$11,000.00
2. PERMIT: Allowance, including: \$23,080 impact fees estimate from Seminole County (\$12,530 Road & Fire; \$3,120 Water; and \$7,430 Sewer); and std. building permit fees based on estimated total cost of construction, \$ 27,000.00
3. GENERAL CONDITIONS: Allowance for: Misc. Labor, Waste Removal, Clean-up, Overhead and Supervision, \$14,675.00
4. FRAMING/DRYWALL: Allowance per plan, including: New insulated 1-hour firewalls & all new walls shown to approx. 10'h (including majority of all walls insulated); Header for accordion wall with new Hufcor 47 STC 3" thick paired operable panel approx. 24' x 9'h accordion wall with std.

- vinyl finish; Drywall ceiling box-out above Reception; Fur-out rear wall; FRP at Janitor's Closet & restrooms as shown; and misc. backing, etc., \$43,250.00
5. PLUMBING: Allowance per plan, including: Subcontractor provided drawings; New building std. fixtures as shown, with 30 gal. water heater & mop sink at janitor's and floor drain in each restroom (Fridge, garbage disposal and any other appliances, if any, by tenant); Std. plastic laminate restroom partitions & misc. hardware at restrooms; and includes concrete cut & patch, \$18,785.00
 6. ELECTRICAL: Allowance per plan, including: Subcontractor provided drawings; New 400 amp service with (2) 200 amp panels at existing firewall (closest distance to existing building service); Std. 2' x 4' lay-in acrylic lens light fixtures with (6) std. can lights at Reception; Install (8) telepower poles for workstations (no concrete cutting/patching for same); Std. occ. sensors, exits/emergencies, connect a/c units and max. (60) std. & (8) GFI's, \$46,430.00
 Alternate #1: In lieu of std. acrylic lens fixtures, install 3-lamp parabolic fixtures, ADD...\$1,590.00.
 Alternate #2: In lieu of std. acrylic lens fixtures, install the "A" & "B" fixtures shown on ceiling plan, ADD... \$9,950.00.
 7. H.V.A.C.: Allowance per plan, including: Subcontractor provided drawings; Install (9) new split system ac units, (34) total tons (includes 1-t mini-split for Server Room), including steel mounting brackets at rear with AHU's above ceilings; (2) new restroom exhaust fans, \$74,250.00
 8. FIRE SPRINKLERS/ALARMS: Allowance, including: Subcontractor provided drawings and sprinkler heads to code; and minimal alarms to meet code with the City of Sanford, \$11,625.00
 9. ACOUSTICAL CEILING: Allowance per plans, including: Install new std. grid, Armstrong 2' x 4' Humiguard square edge tiles & R-19 insulation, \$16,980.00
 Alternate #3: In lieu of std. tiles above, install 2nd Look Cortega tegular edge tiles, ADD... \$5,035.00.
 10. PAINTING: Allowance per plan, including: Std. flat paint (Restrooms, Break & Janitor's semi-gloss); Paint door frames and stain/poly doors, \$6,995.00
 Alternate #4: In lieu of std., paint walls according to the Alternate Finish Plan, ADD... \$2,965.00.
 11. GLASS/WINDOWS: Storefront as is and 1 interior glass in office \$390.00
 12. DOORS: Allowance per plan, including: Install new std. 3' x 7' SC doors (2 at rear Meeting Rooms to be 20 minute rated) in HM frames with new std. lever hardware throughout and closers on Restroom doors, \$6,330.00
 Alternate #5: In lieu of 7' tall doors, install 8' tall doors, ADD... \$1,860.00.
 Alternate #6: Rear panic hardware, Reception double doors w/ handicap button ADD... \$3,500.00.
 13. FLOORCOVERING: Allowance per plan, including: Install new glue down carpet @ \$15.00/sy L & M, new std. vct at Break, Server, Restrooms & Reception, with new vinyl cove base throughout, \$21,380.00
 Alternate #7: In lieu of above, install upgraded flooring finishes per Alternate Finish Plan, ADD... \$31,350.00.

14. LAMINATES: Allowance per plan, including: Std. plastic laminate upper/lowers at Break Room, std. plastic laminate counters at restrooms, Reception desk laminate drawers/cabinet on tenant side and drywall low-wall on customer side with plastic laminate work counter & (3) granite transaction counter tops, (3) plastic laminate work counters at Open Office & approx 10' plastic laminate lower with counter top at Resource Room, \$17,220.00
15. BLINDS: NONE, \$0.00
16. FIRE EXTINGUISHERS: Allowance to install (7) std. wall-mounted fire extinguishers, \$350.00
17. CONTINGENCY: None, \$0.00
18. PROJECT FEE: Relative to the above, \$22,130.00
- TOTAL BUDGET** **\$338,790.00**

Scope of Work is specifically limited to the above.

The following items are **EXCLUDED** from the above Scope of Work:

- Tenant related signage & security systems, if any,
- Performance and payment bonds,
- Insulation, except as noted,
- Moving of any tenant-related furniture, equipment, etc.,
- **Low Voltage** telephone and data wiring, devices and equipment,
- Warranties, implied or otherwise as to any existing fixtures, equipment or conditions unless specifically described above,
- Adequate electric power for construction purposes is provided and paid by owner.
- **All weekend and overtime work, unless initiated by Design Enterprises, Inc.**

We thank you for the opportunity of presenting this Budget and should you require any additional information, please contact us.

DESIGN ENTERPRISES, INC.

Glen A. Leffler
Principal

Initialed and Approved by
Landlord and Tenant:

LL:

T:

EXHIBIT F
Agency Disclosure Statement

CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.
1209 West Airport Boulevard
Sanford, Florida 32773

The following are the only real estate agents and brokers involved in the leasing transaction between Landlord and Tenant:

Commission to be paid by Landlord (per separate agreements):

Realvest Equity Partners, LLC d/b/a NAI Realvest (Michael Heidrich) is the agent for the Landlord.

RE Commercial (John Doran) is the agent for the Tenant.

Initialed and Approved by Landlord and Tenant:

LL: 

T: 

EXHIBIT G
Special Terms

CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.

1209 West Airport Boulevard

Sanford, Florida 32773

Early Termination: (a) Provided Tenant is not then in monetary or material default of the Lease, Tenant shall have a one-time right and option to terminate this Lease as provided in this paragraph (the "Termination Option"). The Termination Option may be exercised by Tenant at any time during the term of this Lease, but will only be effective after the second anniversary of the commencement date of the term. In order to exercise the Termination Option, Tenant must notify Landlord in writing of its election at least one year before the effective date of termination selected by Tenant.

(b) On or before the effective termination date, Tenant will pay to Landlord the Termination Payment (hereinafter defined). For purposes of this Lease, "Termination Payment" means the total sum of:

(i) an amount equal to 12 months' Base Rent for the 12-month period after the effective date of termination (or, if there are fewer than 12 months remaining in the term after such termination date, an amount equal to Base Rent for the number of such remaining months);

(ii) the then-unamortized costs incurred by Landlord to perform the Landlord's Work (Exhibit E) for the 24-month period after the effective date of termination (or, if there are fewer than 24 months remaining in the term after such termination date, an amount equal to monthly unamortized costs for the number of such remaining months); and

(iii) the then-unamortized amount paid by Landlord for leasing commissions paid to brokers identified on Exhibit F prior to the effective date of termination (or, if there are fewer than 24 months remaining in the term after such termination date, an amount equal to monthly unamortized amounts for the number of such remaining months).

For purposes of the preceding clauses (ii) and (iii), all costs or amounts will mean those actually paid by Landlord to third parties on an out-of-pocket basis, and such costs or amounts will be amortized on a straight-line basis over the term of this Lease in equal monthly increments. Landlord will cooperate with Tenant and provide reasonable information and supporting documents and evidence regarding the aforesaid costs for Landlord's Work and leasing commissions to enable Tenant to calculate and pay the correct Termination Payment.

Rent Prepayment: In addition to the security deposit, Tenant has deposited with Landlord, and Landlord acknowledges receipt of, the first year's Base Rent and Operating Expenses ("Prepaid Rent") as further security for the costs to be expended by Landlord for Landlord's Work. The Prepaid Rent is paid by Tenant and will be held by Landlord in trust and in escrow for the exclusive purpose of performing and paying for Landlord's Work. The Prepaid Rent may not be used for other purposes and will not be commingled by Landlord with any other funds. During the construction period of Landlord's Work, Landlord may make periodic withdraws from the Prepaid Rent in reasonable proportion to the amount of Landlord's Work that has been completed. At such times, Landlord will send Tenant notice of such withdraws accompanied by a reasonably detailed description of Landlord's Work then completed. Upon Tenant's request, Landlord will account to Tenant for any and all sums expended from the Prepaid Rent and will cooperate with Tenant in answering questions and providing information.

Right of First Refusal: Subject to renewal options of existing lessees of the Building, Tenant shall have a continuous, on-going Right of First Refusal to lease any abutting space that becomes available within the Building under the same terms and conditions as any bona written offer to lease any of such space from a third party that Landlord wishes to accept. In order to exercise such right, Tenant must notify Landlord in writing within five business (5) days after its receipt from Landlord of a copy of the proposal that Landlord desires to accept. If Tenant does not timely deliver such notice, then Landlord shall be free to lease such adjacent space, without regard to Tenant's right of first refusal, provided that the economic terms of such lease are within ninety-five percent (95%) of the economic terms in the offer delivered to Tenant. For clarity, Tenant's right of first refusal will apply with respect to such abutting space on an on-going basis throughout the Term as any of such space may become available from time to time.

Access and Building Hours: Tenant will have 24/7 access to the Leased Premises.

Initialed and Approved by Landlord and Tenant:


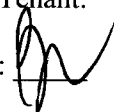
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EXHIBIT G-2

SNDA

THIS INSTRUMENT PREPARED BY:
JOHN A. TAYLOR, ESQ.
FASSETT, ANTHONY & TAYLOR, P.A.
1325 W. Colonial Drive
Orlando, FL 32804
6634-62D (kjh)

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

This Agreement is made as of the 24th day of October, 2013, between **ORANGE BANK OF FLORIDA** (the "Mortgagee"), whose address is 519 N. Magnolia Avenue, Orlando, FL 32801, and **CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.**, a Florida corporation, whose address is 707 Mendham Boulevard, Suite 250, Orlando, FL 32825 (the "Tenant").

RECITALS:

A. The Mortgagee has made a loan (the "Loan") to **BRIO, L.L.C., a Florida limited liability company** (the "Mortgagor"), which Loan is to be secured in part by a Real Estate Mortgage and Security Agreement (the "Mortgage") executed by Mortgagor, to Mortgagee encumbering certain land as described on Exhibit "A" attached hereto and the improvements, fixtures and personalty located thereon (collectively known as the "Premises") and a Collateral Assignment of Leases and Rents (the "Assignment") whereby the Mortgagor/Landlord has also assigned to the Mortgagee all of the leases, rents, profits and security deposits affecting or arising in connection with the Premises or any part thereof, which Mortgage and Assignment have been recorded in the Public Records of Seminole County, Florida.

B. Whereas, the Mortgage and Assignment secure that certain Second Consolidated Promissory Note in the approximate principal amount of **THREE MILLION NINE HUNDRED NINETY SEVEN THOUSAND TWO HUNDRED TWENTY ONE AND 43/100 DOLLARS (\$3,997,221.43)** executed by Mortgagor in favor of Mortgagee (the "Note").

C. Tenant is a tenant on a portion of the Premises comprised of about 10,031 square feet and known as 1209-1229 W. Airport Boulevard, Sanford, FL 32773, pursuant to a lease by and between Tenant and Mortgagor dated September 24, 2013 (the "Lease").

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, the parties hereto do mutually covenant and agree as follows:

1. The Recitals are true and correct and are made a part hereof.
2. Tenant hereby agrees that all rights of Tenant under the Lease are and shall at all times continue to be subordinate to the lien of the Mortgage, as said Mortgage may be amended, renewed, increased, modified, consolidated, replaced, or extended. The foregoing notwithstanding, in no event shall any of Tenant's trade fixtures, inventory, equipment, furniture and furnishings, accounts, books or records or other assets be or become subject to the lien of the Mortgagee.

3. Mortgagee agrees that during the term of the Lease and any extended term thereof, so long as the Tenant is not in default thereunder beyond any applicable notice-and-cure period, Tenant's possession of the demised premises (as described in the Lease) shall not be disturbed and Tenant's rights and privileges under the Lease shall not be diminished or interfered with by the Mortgagee upon any proceeding to foreclose the Mortgage or to otherwise obtain possession or control of such Premises, and Mortgagee will not join Tenant as a party defendant in any proceeding to foreclose the Mortgage for the purpose of terminating the Lease.

4. In the event that, by reason of the foreclosure of the Mortgage for any reason, Mortgagee or any successor or assignee of Mortgagee succeeds to the interest of the Mortgagor/Landlord under the Lease then upon receipt of written notice from the Mortgagee or such successor or assignee that it has succeeded to the rights of the Mortgagor/Landlord under the Lease, Tenant hereby agrees to recognize Mortgagee or such successor or assignee as Tenant's landlord under the Lease and hereby agrees to attorn to Mortgagee or such successor or assignee. Said attornment is to be effective and self-operative without the execution of any other instrument immediately upon Mortgagee or any successor or assignee of Mortgagee succeeding to the rights of the Mortgagor/Landlord under the Lease, and the Lease shall continue in accordance with its terms between Tenant, as tenant, and Mortgagee or any successor or assignee of Mortgagee, as landlord; provided, however, that Mortgagee or any successor or assignee of Mortgagee shall not: (i) be bound by any prepayment of rent or additional rent, deposit, rental security or any other sums paid to any prior landlord under the Lease including, without limitation, the Mortgagor/Landlord unless received and receipted for by Mortgagee or its successor or assignee; provided however Mortgagee agrees to be bound by the prepayment of the first year's rent in the sum of ONE HUNDRED TWENTY FIVE THOUSAND THREE HUNDRED EIGHTY SEVEN AND 50/100 DOLLARS (\$125,387.50) which shall be utilized to pay for tenant improvements ("Tenant Improvements") paid for by Landlord; (ii) be bound by any amendment or modification of the Lease that materially reduces the economic return under the Lease made without the consent of Mortgagee or its successor or assignee; (iii) be personally liable under the Lease and Mortgagee's or its successor's or assignee's liability under the Lease shall be limited to the interest of Mortgagee or its successor or assignee in the Premises; (iv) be liable for any act or omission of any prior landlord under the Lease including, without limitation, the Mortgagor/Landlord, provided, however, that the foregoing shall not limit Landlord's obligation to correct any condition that existed as of the date of attornment and that violates the Lender's obligation as Landlord under the Lease; and (v) be subject to any offsets or defenses which Tenant might have against any prior landlord under the Lease including, without limitation, the Mortgagor/Landlord.

5. Tenant hereby certifies that: (i) there are no defaults on the part of the landlord (including, without limitation, the Mortgagor/Landlord) under the Lease, (ii) the Lease is a complete statement of the agreement of the parties thereto with respect to the letting of the demised premises, (iii) the Lease is in full force and effect, (iv) all conditions to the effectiveness or continuing effectiveness of the Lease required to be satisfied as of the date hereof have been satisfied and (v) Tenant has not paid, and shall not pay, rent for more than two (2) months in advance (except for the first year's rent as aforesaid.)

6. Tenant will notify Mortgagee of any default by the Mortgagor/Landlord which would entitle Tenant to cancel the Lease or abate the rent payable thereunder, and Tenant agrees that notwithstanding any provision of the Lease, no notice of cancellation thereof and no abatement of rent thereunder shall be effective unless Mortgagee has received the notice as aforesaid and has failed within thirty (30) days of the date thereof to cure such default or if such default cannot be cured within thirty (30) days, has failed to commence and diligently to prosecute the cure of the Mortgagor's/Landlord's default which gave rise to such right of cancellation or abatement

7. All notices required to be given under this Agreement shall be in writing and shall be delivered by hand or mail and shall be conclusively deemed to have been received if delivered or attempted to

be delivered by United States first class mail, return receipt requested, postage prepaid, addressed to the party for whom it is intended at the following address. Any party may designate a change of address by written notice to the other party, received by such other party at least ten (10) days before such change of address is to become effective.

Mortgagee:

ORANGE BANK OF FLORIDA

Attn: Vickie Wills, Senior Vice President

519 N. Magnolia Avenue, Orlando, FL 32801

Tenant:

CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT
BOARD, INC., a Florida corporation

Workforce Central Florida

707 Mendham Blvd., Suite 250, Orlando, Florida 32825

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

9. Subject to the terms of this Agreement, Tenant agrees that it will attorn to Mortgagee or any transferee of Mortgagee who acquires the Premises by foreclosure, deed-in-lieu of foreclosure, or termination of the Lease as a result of the default of Landlord upon the same terms and conditions set forth in said Lease (the "Foreclosure/Termination"), provided such party agrees that the Lease shall not be extinguished as a result of such Foreclosure/Termination and shall continue as a direct Lease between Mortgagee or transferee of Mortgagee and Tenant on the same terms as the Lease.

10. In connection with a Foreclosure/Termination, Mortgagee or transferee of Mortgagee shall not terminate the Lease nor join Tenant in any action filed in connection therewith.

11. Notwithstanding anything in the Lease to the contrary, Landlord shall be authorized to deposit the first year's rent received by Tenant into an account held with Mortgagee and pledged as additional collateral for the Note. Lender shall advance such proceeds for the construction of Tenant Improvements as required under the Lease. In the event of a default by Landlord under the Lease, the funds shall be utilized by Lender to complete Tenant Improvements under the Lease or return the remaining funds to Tenant.

[signatures to follow]

SIGNATURE PAGE TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

TENANT:

Signed, sealed and delivered
in the presence of:

**CENTRAL FLORIDA REGIONAL WORKFORCE
DEVELOPMENT BOARD, INC.,
a Florida corporation**

Leo Alvarez
Printed Name:

By: Pamela Nabors
Printed Name/Title: Pamela Nabors / President/CEO

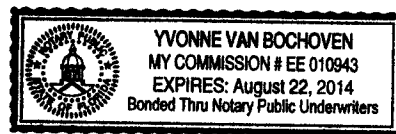
Yvonne van Bochoven
Printed Name:

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 21st day of October, 2013, by Pamela Nabors as President/CEO of **CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC., a Florida corporation**, who is personally known to me or who has produced his driver's license as identification and who did take an oath.

Yvonne van Bochoven
Notary Public
My Commission Expires:



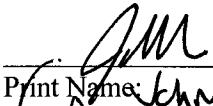
SIGNATURE PAGE TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

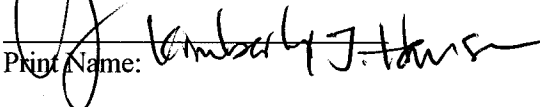
MORTGAGEE:

Signed, sealed and delivered
in the presence of:

ORANGE BANK OF FLORIDA

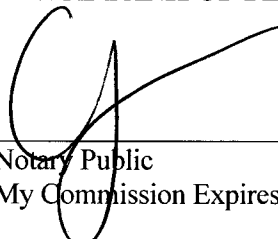

Print Name: Kimberly J. Hansen

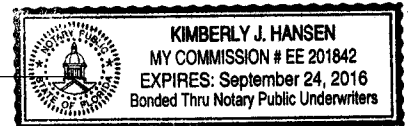
By: 
VICKIE WILLS, Senior Vice President


Print Name: Kimberly J. Hansen

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24th day of **September, 2013**, by **VICKIE WILLS as Senior Vice President of ORANGE BANK OF FLORIDA**, who is personally known to me and who did not take an oath.


Notary Public
My Commission Expires:



Initialed and Approved by Landlord and Tenant:



LL:  T: 

EXHIBIT "A" TO SNDA

EXHIBIT H
Radon Notice


CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.

1209 West Airport Boulevard
Sanford, Florida 32773

Notification pursuant to Florida Statute 404.056(8):

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."

Initialed and Approved by Landlord and Tenant:

LL: 

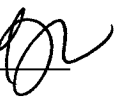
T: 

EXHIBIT I
Certificate

CENTRAL FLORIDA REGIONAL WORKFORCE DEVELOPMENT BOARD, INC.
1209 West Airport Boulevard
Sanford, Florida 32773

I, Pamela Nabors, hereby certify that the officer(s) executing the foregoing
Lease on behalf of Tenant, Workforce Central Florida, was/were duly authorized to act in his/their
capacities as President/CEO and _____ and his/their action(s)
are the action of Tenant, _____

(Corporate Seal)

Pamela Nabors
Signature

Title: President/CEO

Initialed and Approved by Landlord and Tenant:

LL: _____


T: [Signature]

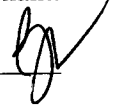
EXHIBIT J

Signage

Tenant will be entitled to install, at its cost and expense and in compliance with applicable laws or codes, an identification sign on or above its Leased Premises.

Initialed and Approved by Landlord and Tenant:

LL: 

T: 

WORKFORCE CENTRAL FLORIDA

81349

Payee BRIO, LLC
Vendor ID BRIO, LLC

Account #:

81349
9/4/2013

Invoice	Description	Discount	Amount
8/31/2013BLLC	10 MONTH PREPAID RENT 1209 W. AIRPORT BLVD., SAN...	\$0.00	\$125,387.50
Total :		\$0.00	\$125,387.50

WORKFORCE CENTRAL FLORIDA

707 MENDHAM BLVD, SUITE 250
ORLANDO, FL 32825
(407) 531-1222



CNLBank

Orlando, Florida - Downtown Office
63-1428-631

Check, Print
Features for Business

81349

81349

****One Hundred Twenty Five Thousand Three Hundred Eighty Seven and 50/100 Dollars

DATE
9/4/2013

AMOUNT
\$125,387.50

PAY
TO THE
ORDER
OF

BRIO, LLC
PO BOX 848
WINTER PARK, FL 32790



VOID AFTER 3 MONTHS

Samuel Nabor
Kevin P. Nabor
AUTHORIZED SIGNATURE

Security features. Details on back

⑈081349⑈ ⑆063114289⑆ 3029428⑈

WORKFORCE CENTRAL FLORIDA

81348

Payee BRIO, LLC
Vendor ID BRIO, LLC

Account #:

81348
9/4/2013

Invoice	Description	Discount	Amount
08/31/2013 DEP	DEPOSIT FOR 1209 W AIRPORT BLVD., SANFORD	\$0.00	\$20,000.00
Total :		\$0.00	\$20,000.00

WORKFORCE CENTRAL FLORIDA

707 MENDHAM BLVD, SUITE 250
ORLANDO, FL 32825
(407) 531-1222



CNLBank

Orlando, Florida - Downtown Office
63-1428-631



81348

81348

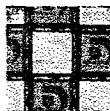
****Twenty Thousand and 00/100 Dollars

PAY
TO THE
ORDER
OF

BRIO, LLC
PO BOX 848
WINTER PARK, FL 32790

DATE
9/4/2013

AMOUNT
\$20,000.00



VOID AFTER 3 MONTHS

Amelia Hales
Kevin R. Hales
AUTHORIZED SIGNATURE

⑈081348⑈ ⑆063114289⑆ 3029428⑈

Security features. Details on back.