

FACILITIES USE AGREEMENT

VALENCIA COLLEGE

This Facilities Use Agreement is entered into by and between the DISTRICT BOARD OF TRUSTEES OF VALENCIA COLLEGE, FLORIDA, a political subdivision of the State of Florida, ("Valencia" or "Licensor") and Central Florida Regional Workforce Development Board, Inc. ("Licensee") for the use by Licensee of certain space or facilities owned by Valencia.

In consideration of the mutual promises and conditions contained in this Agreement, and for good and valuable consideration, Valencia and Licensee agree as follows:

1. **Space and Services.** Subject to the terms of this Agreement, Valencia agrees that Licensee may have the use of the following space at Valencia (the "Space"): Approximately 12,731 gross square feet ("GSF") comprising a portion of the third floor of the new Careers in Industry and Technology building (the "Building") located on Valencia's Osceola Campus, 1800 Denn John Lane, Kissimmee Florida, 34744 (the "Campus"). The licensed Space is depicted in Exhibit A, which is attached and made of part of this Agreement. To the extent that Licensee may have temporary or occasional need for additional space beyond the licensed Space, Valencia may, at no additional cost to Licensee, allow Licensee the temporary and occasional use of additional space in such locations and for such duration of time as determined to be appropriate by Valencia in its sole discretion. The determination of the availability of such additional temporary space will be the responsibility of the Osceola Campus Operations Manager or designee.

In addition, Licensee shall have the use of public and common areas on the third floor of the Careers in Industry and Technology Building and of the adjacent outside public areas and parking areas, along with others permitted to use them, in accordance with rules and regulations promulgated by and applicable to Valencia.

For the annual licensing fee and expenses, Valencia shall provide to Licensee the Space, electricity, water, sewer, garbage and recycling collection, routine facility maintenance services, grounds upkeep, pest control, security services, and parking spaces for Licensee's students and staff, along with any other service typically provided to the Building and other Campus facilities, at the same levels and meeting the same standards as provided to the Building and other Campus facilities.

2. **Use.** Licensee may use the Space for the following, and for no other purpose: Operations and administration of Licensee's training and employment services.

Licensee may use the Space on the dates and the hours set forth in their annual operating calendar, to be submitted to Valencia on December 1, 2019, and on each July 1st thereafter. Upon reasonable written notice, Licensee will use its best efforts to accommodate any additionally requested operating days.

- a) Licensee shall use the Space in a safe and careful manner and agrees, at its sole expense, to comply with all applicable state, federal or city laws and regulations,

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and with the policies and regulations of Valencia pertaining to its use of the Space.

- b) Licensee agrees to take good care of the Space and to maintain the space during its term of use. Upon the expiration or termination of this Agreement, Licensee shall surrender the Space to Valencia in the same condition as it was in at the beginning of the term, reasonable wear and tear excepted.
- c) Licensee agrees not to use or allow the Space to be used for any unlawful purpose. Licensee agrees not to commit or allow to be committed any waste or nuisance in or about the Space, or subject the Space to any use that would damage the Space or raise or violate any insurance coverage maintained by Valencia.
- d) Licensee shall not make, or suffer or permit to be made, any alterations, additions or improvements in or about the Space, without first obtaining the written consent of Valencia, which consent shall not be unreasonably withheld or delayed; provided, however, that such consent, if given, shall be subject to the express condition that any and all alterations, additions and improvements shall be done at Licensee's own expense, and that no liens of mechanics, materialmen, laborers, architects, artisans, contractors, subcontractors, or any other lien of any kind shall be created against or imposed upon the Space, or any part thereof, and that Licensee shall indemnify and hold harmless Valencia from any and all liability and claims for damages of every kind and nature which might be made or judgments rendered against Valencia or against said Space on account of or arising out of such alterations, additions or improvements, excepting any such damage caused by Valencia's intentional misconduct or gross negligence.
- (e) Licensee will obtain any and all keys to the building in which the Space is located from Valencia. All such keys are the property of Valencia, and Licensee will return them promptly and without notice or demand therefor at the end of this Agreement. If keys delivered to Licensee are lost or not returned and Valencia deems it necessary to change locks, Licensee will pay Valencia a reasonable fee representing the cost of changing such locks.
- (f) The building in which the Space is located will be open for Valencia's educational and public purposes in accordance with schedules established by Valencia, and for Licensee's use in accordance with schedules as agreed upon herein..
- (g) Licensee has the right of ingress and egress in accordance with Valencia's rules and regulations.
- (f) Licensee agrees, that with respect to its use of the Space, which shall be at no additional expense to Valencia, to comply with all applicable executive orders, federal, state, local, and institutional rules, regulations, and laws, applicable to Valencia as currently in effect and as may be amended from time to time. Licensee agrees not to discriminate in any manner on the basis of race, color, national origin, age, religion, disability, marital status, gender, sexual orientation and

any other factor protected under applicable federal state, and local civil rights laws, rules and regulations, and to comply with all non-discrimination policies and procedures which Valencia promulgates and to which Valencia is subject.

3. Term and Renewal Options. The term of this Agreement will begin on January 1, 2020 (the "Commencement Date"), so long as Valencia has completed the Build Out Work (as set forth in Exhibit B) in accordance with the Approved Plans and delivered the Space to Licensee by December 15, 2019 (the "Space Delivery Date"), and make the Space available to Licensee no later than December 1, 2019 in order for Licensee to furnish and equip the Space for Licensee's operations and use ("Licensee's Pre-Commencement Work"). The term of this Agreement will end on December 31, 2024, at which time Licensee's right to use the Space under this Agreement will automatically expire, unless Licensee exercises a renewal option as provided herein. Licensee shall have two renewal option(s) of five years to extend the Term, provided that Licensee shall provide written notice to Valencia of its election to extend the Term no later than ninety (90) days before the expiration of the then current Term.

Should Valencia determine in good faith that it will not be able to deliver the Space to Licensee with completed Build Out Work in accordance with the Approved Plans by the Space Delivery Date, Valencia shall provide written notice to Licensee of such delay by no later than June 1, 2019. Upon delivery of such notice, the parties shall in good faith, cooperate to agree on an extended Space Delivery Date and Commencement Date in order to reasonably accommodate the following: (i) Valencia's completion of Build Out Work in accordance with the Approved Plans, (ii) Licensee's termination of its current lease obligations at premises located at 1392 East Vine Street, Kissimmee, Florida 34744 in order to move its operation into the Space, and (iii) a minimum period of (30) days for Licensee to complete the Pre-Commencement Work prior to rent and Agreement term commencement.

4. License Fees and Expenses. Licensee shall be responsible for payments to Valencia as follows:

- A. License Year 1 – 5 \$15 per GSF/year (\$190,965/year)
- License Year 6 –10 \$16 per GSF/year (first renewal option) (\$203,696/year)
- License Year 11-15 \$17 per GSF/year (second renewal option) (\$216,427/year)

Annual License Fee amount would be billed 30 days prior to due date. Payment for annual amounts are to be paid on January 1 of each year to Valencia's payment location as provided herein. The first invoice will be dated on December 1, 2019. The first payment would be paid by Licensee to Valencia on January 1, 2020.

- B. Operating Expenses. Operating Expenses shall be calculated based on costs of operating, servicing, managing, repairing and maintaining the area. Operating expenses do not include depreciation, planning costs, Licensee improvements, replacement of carpet and painting within Licensee's suite, marketing costs, any expenses that Valencia is reimbursed, nonstandard services, general overhead and administration, attorney's fees, or interest on debt. The

Operating Expense calculation includes the following:

- Utilities includes electricity, water, and waste removal. It does not include phone services or internet connectivity.
- Custodial Services which includes general cleaning consistent with the practices of Valencia.
- Pest control services will be provided by Valencia.
- Security which includes general services as well as issuance of badges and parking passes to Licensee employees.
- Maintenance costs include routine repairs and replacement of building systems providing electrical, plumbing, elevator, and HVAC services. Grounds includes the cost of maintaining the exterior of the building.
- Only if and to the extent deemed applicable and actually charged to Valencia by any applicable governmental or quasi-governmental authority, Licensee shall pay to Valencia (Valencia and Licensee acknowledge that at present they each may be exempt from such payments) annually all sales, use or excise taxes or any other charge or payment required hereunder to be made by Licensee to Valencia.

Upon Commencement Date, the Operating Expenses for the first License year will be calculated as \$7.69 per GSF. This baseline will be used in the first year, and a 2% escalation factor applied annually going forward. The first annual invoice to Licensee for Operating Expenses shall be dated December 1, 2019. The first annual payment for Operating Expenses shall be paid by Licensee to Valencia on January 1, 2020.

All payments made by Licensee to Valencia shall be delivered to Valencia at its District Office, located at 1768 Park Center Dr., MC: DO-331, Orlando FL 32835.

5. Other Licensee Responsibilities. Licensee will be responsible for setting up and paying for its own connections to the internet and the related communications costs such as long distance and access to local calling. Licensee is not authorized to grant easements or other similar real property access rights to third parties for this or any other purpose. Licensee will be responsible for the purchase, placement, and replacement of all furniture and computers in their areas. Efforts will be made to be consistent with Valencia's furniture styles. Licensee will be required to utilize the food service provider for Valencia should it host an event requiring catering. The Licensee will make arrangements for mail and other deliveries to be delivered to the Space. Any shipping or receiving of express packages will be coordinated by the Licensee. Licensee will be responsible for its own copier or printing services unless otherwise mutually agreed upon in writing with Licensee. Any portion of performance under this Agreement considered to be lawfully taxable will be the responsibility of the Licensee.

6. Parking. Subject to the rules and regulations of Valencia, Licensee shall be

entitled to sixty one (61) unreserved parking spots (five parking spots per 1,000 GSF of Space)- at the location depicted on the parking plans attached as Exhibit "C." Employees of the Licensee will be provided Valencia College parking passes annually and they will be responsible for visible placement them on the appropriate place on the vehicle. Within five (5) days after written request by Valencia, Licensee shall furnish to Valencia the license plate numbers assigned to its cars and the cars of all of its authorized representatives.

7. Signage. Valencia shall provide wayfinding signs on the first floor of the building and at the entrance of the building. The size and content will be appropriately sized and composed relative to other customary and visible signage in the area. Licensee shall not be authorized to erect, affix or display any other signage without the prior written consent of Valencia.

8. Permissive Alterations. Licensee shall not make any installations, alterations, additions or improvements to the Space ("Alterations"), without the prior written consent of Valencia, which consent shall not be unreasonably withheld, conditioned or delayed. Except as expressly set forth herein, all Alterations shall be made at Licensee's sole cost and expense, and in making any such Alterations, Licensee shall comply with the following conditions:

(a) Licensee shall submit to Valencia a copy of any plans and specifications prepared in connection with any proposed Alteration (including layout, architectural, mechanical and structural drawings) and Licensee shall not commence any Alteration without first obtaining Valencia's prior written approval of such plans and specifications, which consent shall not be unreasonably withheld;

(b) No Alterations shall be undertaken until Licensee shall have procured and paid for, so far as the same may be required, all necessary permits and authorizations of all governmental authorities having jurisdiction. Valencia shall join in the application for such permits or authorizations upon request of Licensee if necessary provided Valencia is promptly reimbursed for any filing or other reasonable and customary costs, fees or expenses incurred;

(c) Before commencing any Alterations, Licensee shall provide any necessary and appropriate riders for fire and extended coverage, and comprehensive general public liability and property damage insurance, covering the risks during the course of such Alteration;

(d) All Alterations shall be made with reasonable diligence, in a good and workmanlike manner and in compliance with all applicable permits, authorizations, building codes, zoning laws, and all other legal requirements of governmental authorities having jurisdiction, and upon completion Licensee shall obtain and deliver to Valencia any necessary amendment to the certificate of occupancy.

(e) All such Alterations made by Licensee, except any trade fixtures or

personal property of Licensee, shall, at the expiration or other termination of this Agreement, be and become part of the realty and the sole and absolute property of Valencia and shall remain upon and be surrendered with the Space.

Notwithstanding the foregoing, however, prior to the expiration or other termination of this Agreement, Valencia shall advise Licensee of any Alterations that Valencia desires to have removed, and Licensee shall remove such items, and repair and restore in good and workmanlike manner to good condition any damage to the Space caused by such removal.

9. Licensee Relocation. As a material inducement for Valencia to enter into this Agreement with Licensee, Valencia shall, throughout the Term of this Agreement and any renewals thereof, have the right at Valencia's expense to relocate Licensee to another space ("New Space") within the Osceola Campus, upon reasonable notice of not less than one hundred eighty (180) days. In connection with any such relocation, Valencia shall renovate the other space so that the other space generally conforms, in gross square footage, arrangement and decor, with the original Space licensed under this Agreement and shall pay Licensee's reasonable expenses related to such relocation. Valencia shall pay for the completion of interior improvements in the New Space substantially similar to those paid for by Valencia pursuant to this Agreement in the Space. All other costs of remodeling, outfitting and furnishing the New Space shall be borne by Licensee. Licensee shall arrange for the transfer of all utilities to the New Space. Upon such relocation, the New Space shall be deemed to be and shall constitute the Space, and all of the terms, covenants and conditions of this Agreement shall continue in full force and effect and shall apply to the New Space.

10. Insurance. Licensee, at Licensee's expense, will carry and maintain in full force and effect during the term of this Agreement, and any extension or renewal thereof, public liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to Valencia, with limits of coverage of not less than one million dollars (\$1,000,000) for each person and two million dollars (\$2,000,000) in the aggregate for bodily injury or death liability for each accident and one million dollars (\$1,000,000) for each accident for property damage liability, for the benefit of both Valencia and Licensee as protection against claims for bodily injury, death and property damage occurring in connection with Licensee's use of the Space. This insurance must name the District Board of Trustees of Valencia College, Florida, and the Valencia College Foundation, Inc., as additional insureds. Licensee must provide Valencia with a certificate evidencing this insurance coverage no later than ten days prior to Licensee's use of the Space.

11. Liability.

A. Licensee agrees to conduct its activities in the Space in a lawful, careful and safe manner. As a material part of the consideration to Valencia, Licensee agrees to assume all risk and responsibility for losses, damages, or judgments and expenses on account of all risks arising out of the use of the Space, including without limitation failure, defect, or delay in furnishing any service provided for in this Agreement, the theft, or loss of any property of Licensee whether from the Space or any part of the Osceola Campus, except to the extent caused by the gross negligence or willful misconduct of Valencia or its employees, and Licensee

waives all claims against Valencia and the Valencia College Foundation, Inc. Subject to section 11(C) below, Licensee further agrees to indemnify and hold harmless the District Board of Trustees of Valencia College, Florida and the Valencia College Foundation, Inc., and their respective officers, trustees, agents, and employees, against all claims, suits, liabilities, costs, damages and expenses (including reasonable attorney's fees) (collectively, "Losses") arising out of or in connection with any of the following, but only to the extent such Losses are not caused by Valencia's gross negligence or willful misconduct: (i) Licensee's use or occupancy of the Space, or any activity or thing done, performed or suffered by Licensee, its agents, its employees, licensees, invitees or persons attending or participating in Licensee's activities in or about the Space; or (ii) any loss, injury, death or damage to persons or the Space on or about the Space by reason of any act, omission or negligence of Licensee, or any of its agents, its employees or invitees; or (iii) any breach or default in the performance of any obligation on Licensee's part to be performed under the terms of this Agreement.

B. Valencia shall in no event be liable or responsible to Licensee for any loss, damage or expense which Licensee may sustain or incur if either the quantity or character of utility services is changed or is no longer available or suitable for Licensee's purposes for reasons beyond Valencia's control.

C. Nothing in this Agreement shall be construed as a waiver of Valencia's or Licensee's sovereign immunity pursuant to Sec. 768.28, F.S., an extension of the limited waiver of their sovereign immunity as stated in section 768.28, F.S., a waiver of any requirement or condition stated in 768.28, F.S., nor as a consent to be sued by any party, including without limitation third parties. Licensee agrees to accept and is responsible for its own acts and omissions in the performance of its duties and exercise of its rights pursuant to this Agreement as well as those acts and omissions of its employees, and nothing in this Agreement shall be construed to place any responsibility for such acts and omissions on Valencia or the Valencia College Foundation, Inc.

12. Environmental Regulations. Licensee will not permit any Hazardous Substance to be used, stored, generated or disposed of on, in or about, or transported to or from, the Space, by Licensee, Licensee's agents, employees, contractors, invitees, subtenants, concessionaires or licensees without first obtaining Valencia's written consent, which Valencia may give or withhold in its sole discretion, or revoke at any time. If Valencia consents, all Hazardous Substances must be handled at Licensee's sole cost and expense, in compliance with all applicable state, federal or local governmental requirements, using all necessary and appropriate precautions. If Licensee breaches these obligations, or if the presence of Hazardous Substances on, in or about the Space caused by Licensee results in contamination of any part of the Space, or if contamination by Hazardous Substances otherwise occurs in a manner for which Licensee is legally liable, then Licensee will indemnify and hold harmless the Valencia Foundation Inc. and the District Board of Trustees of Valencia College, Florida, and their respective officers, directors, trustees, employees, and agents from and against any and all claims, actions, damages, fines, judgments, penalties, costs, liabilities, losses and expenses (including, without limitation,

any sums paid for settlement of claims, court costs, attorneys' fees, consultant and expert fees) arising during or after the expiration or termination of this Agreement as a result of any breach or contamination. Without limitation, if Licensee causes the presence of any Hazardous Substance on, in or about the Space and this results in contamination of any part of the Space, Licensee will promptly, at its sole cost and expense, take all necessary actions to return the Space and any adjacent facility to the condition existing prior to the presence of any Hazardous Substance; provided, however, Licensee shall first obtain Valencia's approval for any such remedial action, which approval shall not be unreasonably withheld or delayed. "Hazardous Substance" means any substance regulated by any local government, the State of Florida or the United States government. "Hazardous Substance" includes any material or substances which are defined as "hazardous material," "hazardous waste," "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local government law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls and petroleum.

13. Assignment and Subletting. Licensee does not have the right to assign this Agreement or allow any other person or entity to use or occupy any of the Space without the prior written consent of Valencia, which consent may be granted or withheld in Valencia's sole discretion.

14. Access. Valencia and/or its designees shall have the right, during normal operating hours, to enter the Space, after providing Licensee at least forty-eight (48) hours written notice, except in the case of emergencies, to inspect, to make repairs and perform other obligations of Valencia or Licensee.

15. Default and Termination. If Licensee fails to comply with or observe any provision of this Agreement and such default remains uncured at least 30 days after Licensee's receipt of notice from Valencia setting forth such default and demand for cure, in addition to any other remedy that may be available to Valencia, whether at law or in equity, Valencia may immediately terminate this Agreement and all rights of Licensee. If Valencia fails to comply with or observe any provision of this Agreement and such default remains uncured at least 30 days after Valencia's receipt of notice from Licensee setting forth such default and demand for cure, in addition to any other remedy that may be available to Licensee, whether at law or in equity, Licensee may immediately terminate this Agreement and all rights of Valencia.

Licensee shall have the option to terminate this Agreement upon the submission to Valencia of written documentation certifying and evidencing that there has occurred a material and significant decrease of the total operational funding amount allocated to Licensee by Licensee's funding source(s) for Licensee's operations for the calendar year after the effective date of such termination. Such termination shall be effective no earlier than thirty (30) days and no later than one hundred-eighty (180) days, following Valencia's receipt of such termination notice. Licensee shall be fully liable for the payment of all license fees and other charges which are attributable to Licensee hereunder through and including the date of termination, and for the performance of all terms and conditions of the Agreement through and including the date of termination. Licensee may only exercise this termination right if there is no current, uncured material default of this Agreement. All obligations of Valencia and Licensee which would

survive the expiration of the Agreement shall also survive the early termination of this Agreement.

16. Interpretation. This Agreement, and any and all exhibits attached hereto, constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement may not be modified or amended except by written instrument signed by both parties. This Agreement shall be governed by the laws of Florida, and venue for any action brought to enforce the terms of this Agreement shall lie exclusively in courts of competent jurisdiction located in Orange County, Florida.

17. Relationship. Licensee agree that Valencia has no direction or control over the use of the Space and neither Licensee nor its agents, its employees, licensees, invitees or persons attending or participating in Licensee's activities in or about the Space will for any purpose be considered employees or agents of Valencia. Licensee assumes full responsibility for the actions of Licensee's personnel, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

18. Notice. Any notice or other communication required or permitted to be given under this Agreement must be in writing and shall be effectively given or delivered if given by email with written notice to follow by overnight courier hand delivered to the addresses for Valencia and Licensee stated below, or if hand delivered, or if sent by certified United States Mail, return receipt requested, or if sent by receipted overnight delivery service to said addresses. Notice affected by hand delivery or receipted overnight delivery service shall be deemed to have been received upon the earlier of actual receipt or refusal thereof. Any notice mailed shall be deemed to have been received upon the earlier of (a) actual receipt, (b) refusal thereof, or (c) three (3) days after mailing of same. Either party shall have the right to change its address to which notices shall thereafter be sent, and the party to whose attention such notice shall be delivered, by giving the other party notice thereof in accordance with the provisions of this Paragraph. Until such time as either party shall change its address for notices, notices shall be forwarded as follows:

To Valencia:

The District Board of Trustees of Valencia College
1768 Park Center Drive
Orlando, FL 32835-6200

Attn: Loren Bender, VP for Operations and Finance

Phone: 407-582-3465

Email: _____

Attn: William Mullowney, VP Policy & General Counsel

Phone: 407-582-3411

Email: bmullowney@valenciacollege.edu

Attn: Jose A. Fernandez, AVP Facilities Planning, Real
Estate Development, and Plant Operations

Phone: 407-582-1701

To Licensee: Central Florida Regional Workforce Development Board, Inc.
390 N. Orange Avenue.
Suite 700 – Orlando, FL 32801
Attn: Leo Alvarez, Chief Financial Officer
Phone: 407-531-1222 x2051
Email: LAlvarez@careersourcecf.com

19. Authority. The individual signing below on behalf of Licensee hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of Licensee and that this Agreement is binding upon Licensee in accordance with its terms.

20. Attorneys' Fees. If enforcement of any provision of this Agreement, or protection or establishment of any right or remedy of either party, is sought by Valencia or Licensee, or any license fee or other sum due and owing under this Agreement is collected by or through an attorney at law, then, in addition to any sums recovered, the unsuccessful party shall pay the prevailing party's attorneys' fees and costs and expenses up to and through all legal proceedings through and including any appeal.

21. No Waiver. The failure of either party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies that the party may have and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

22. Recording. Neither Valencia nor Licensee shall record this Agreement.

23. Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of either Valencia or Licensee by any court or other governmental or judicial authority by reason of either Valencia or Licensee having or being deemed to have drafted, structured or dictated such provision.

24. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law.

25. Third Party Obligations. This Facilities Use Agreement is made solely for the benefit of Valencia and the Licensee named herein, and is not intended to create third party beneficiaries, except for obligations of Licensee with respect to The Valencia College Foundation, Inc.

26. EXCUSE OF PERFORMANCE. If either party to this Agreement, as the result of any (i) strikes, lockouts or labor disputes, (ii) inability to obtain labor or materials or reasonable substitutes therefor, (iii) acts of nature (including, without limitation, lightning, earthquake, hurricane, tornado, and flood), or any governmental action, condemnation, civil

commotion, war, terrorism, fire or other casualty, or (iv) other conditions similar to those enumerated in this Section (other than inability to pay monies due under this Agreement) beyond the reasonable control of the party obligated to perform (collectively, a "Force Majeure Condition"), fails punctually to perform any non-monetary obligation on its part to be performed under this Agreement, then such failure shall be excused and not be a breach of this Agreement by the party in question, but only to the extent occasioned by such event and only if the excused party gives notice of such circumstance to the other party within ten (10) days after the commencement of the delaying occurrence. If any right or option of either party to take any action under or with respect to this Agreement is conditioned upon the same being exercised within any prescribed period of time or at or before a named date, then such prescribed period of time and such named date shall be deemed to be extended or delayed, as the case may be, for a period equal to the period of the delay occasioned by any event described above, but not to exceed ninety (90) days.

IN WITNESS WHEREOF, the parties have this day set their hands and seals.

**CENTRAL FLORIDA REGIONAL WORKFORCE
DEVELOPMENT BOARD, INC. (LICENSEE)**

By: Pamela Nabors

Name: Pamela Nabors

Title: President/ CEO

Execution Date: 2-26-19

**DISTRICT BOARD OF TRUSTEES OF
VALENCIA COLLEGE, FLORIDA (LICENSOR)**

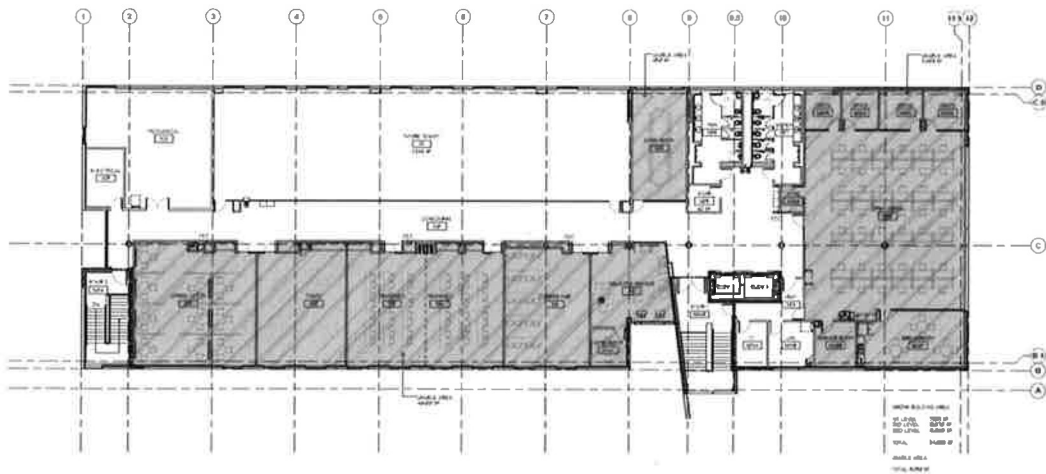
By: Loren J. Bender

Name: Loren J. Bender

Title: VP. Bus. Operations & Finance

Execution Date: 3/29/19

Exhibit A **Depiction of Licensed Space**



VALENCIA COLLEGE - CAREERS IN TECHNOLOGY BUILDING | OSCEOLA CAMPUS

FLOOR PLAN 3RD LEVEL -
TENANT CALCULATION
1 2 3 4 5 6 7 8 9 10 11
A B C D

Exhibit B

Valencia's Build Out Work

1. The "Build Out Work" shall be performed by Valencia at its expense in accordance with the Drawings as submitted by Hunton Brady Architects on August 3, 2018, as listed in Appendix 1 to this Exhibit B, and in accordance with the Specifications submitted by Hunton Brady Architects on August 3, 2018, as listed in Appendix 2 to this Exhibit B; (collectively, the "Approved Plans"), which Approved Plans may not be materially modified or revised in a material manner by Valencia, except as provided under paragraph 2 below, without Licensee's prior written approval. A material modification shall refer to any modification or revision that would result in a substantial alteration of room dimensions or usable square footage within the Space. Any such material modification by Valencia, if approved by Licensee, shall be at Valencia's sole cost and expense.

2. Changes. Licensee shall have the right to make changes or modifications in the Build Out Work, at its expense, by submitting to Valencia written requests for changes. Each such change must receive the prior written approval of Valencia, such approval not to be unreasonably withheld, conditioned, or delayed; however, (a) if the change would adversely affect (in the sole discretion of Valencia) the Building's structure or the Building's systems (including restrooms or mechanical rooms) or the exterior of the Space or areas outside the Space, including Common Areas, or (b) if Valencia determines that the change might materially delay the then anticipated substantial completion date, Valencia may withhold its consent to the change in its sole and absolute discretion. Any increase in the cost of the Build Out Work attributable to Licensee's requested changes/modifications under this paragraph shall be the sole responsibility of Licensee and shall be mutually agreed upon and included as a one-time charge in the first annual invoice to Licensee for Operating Expenses.

3. Performance of Improvements. Valencia shall perform the Build Out Work in accordance with the Approved Plans, in a good and workmanlike manner, using Building standard materials. Valencia warrants that the Build Out Work shall be free from defects in materials and workmanship and shall repair and maintain the completed Build Out Work during the term (and any renewal or extended term) of this Agreement.

Exhibit B – Appendix 1

Drawings as submitted by Hunton Brady Architects on August 3, 2018

A130 – FLOOR PLAN – 3RD LEVEL
A130D – DIMENSION PLAN – 3RD LEVEL
A531 – REFLECTED CEILING PLAN – 3RD LEVEL
A631 – FINISH PLAN – 3RD LEVEL
A723 – FLOOR PATTERN PLAN – 3RD LEVEL
A823 – INTERIOR ELEVATIONS
E130 – LIGHTING PLAN – 3RD LEVEL
E230 – POWER PLAN – 3RD LEVEL
FP130 – FIRE PROTECTION PLAN – 3RD LEVEL
G310 – LIFE SAFETY PLAN – 3RD LEVEL
M130 – HVAC PLAN – 3RD LEVEL
M230 – PIPING PLAN – 3RD LEVEL
M301 – HVAC ENLARGED PLANS
P130 – PLUMBING PLAN – 3RD LEVEL
P310 – ENLARGED PLUMBING PLANS
T130 – TECHNOLOGY PLAN – 3RD LEVEL

Exhibit B – Appendix 2

Specifications as submitted by Hunton Brady Architects on August 3, 2018

05 50 00 BSD-Metal Fabrications
06 10 00 BSD-Rough Carpentry
06 20 00 BSD-Finish Carpentry
06 41 00 BSD-Architectural Wood Casework
06 61 00 BSD-Simulated Stone Fabrications
06 82 00 BSD Glass Fiber Reinforced Plastic Panels
07 21 00 BSD-THERMAL INSULATION
07 84 00 BSD-Firestopping
07 92 00 BSD-Joint Sealants
08 11 13 BSD-Hollow Metal Doors and Frames
08 14 16 BSD-Flush Wood Doors
08 43 13 BSD-Aluminum-Framed Storefronts
08 71 00 BSD-Door Hardware
08 80 00 BSD-Glazing
09 21 16 BSD-Gypsum Board Assemblies
09 27 00 BSD-Plaster Fabrications
09 30 00 BSD-Tiling
09 51 00 BSD-Acoustical Ceilings
09 65 00 BSD- Resilient Flooring
09 68 13 BSD-Tile Carpeting
09 72 00 BSD-Wall Coverings
09 91 23 BSD-Interior Painting
10 11 01 BSD-Visual Display Boards
10 14 00 BSD-Signage
10 22 26 BSD-Folding Panel Partitions
10 26 01 BSD-Wall and Corner Guards
12 24 00 BSD-Window Shades
12 36 00 BSD-Countertops
21 00 10 basic fire suppression requirements
21 05 00 common work results for fire suppression
21 13 13 wet pipe sprinkler systems
22 00 10 basic plumbing requirements
22 05 00 common work results for plumbing
22 05 19 meters and gages for plumbing piping
22 05 23 general duty valves for plumbing piping
22 05 29 hangers and supports for plumbing and piping and equipment
22 05 53 identification for plumbing piping and equipment
22 07 00 plumbing insulation
22 11 16 domestic water piping
22 11 19 domestic water piping specialties
22 13 16 sanitary water and vent piping
22 13 19 sanitary waste piping specialties
22 40 00 plumbing fixtures

32 00 10 basic mechanical requirements
23 05 13 common motor requirements for HVAC equipment
23 05 14 variable frequency motor controllers
23 05 19 meters and gages for HVAC piping
23 05 19 meters and gages for HVAC piping – addendum xx
23 05 23 general-duty valves for HVAC piping
23 05 29 hangers and supports for HVAC piping and equipment
23 05 48 vibration controls for HVAC piping and equipment
23 05 53 identification for HVAC piping and equipment
23 05 93 testing adjusting and balancing for HVAC
23 07 00 HVAC insulation
23 09 00 instrumentation and control for HVAC
23 21 13 hydronic piping
23 21 16 hydronic piping specialties
23 23 00 refrigerant piping
23 31 13 metal ducts
23 33 00 air duct accessories
23 36 00 air terminal units
23 37 13 diffusers, registers and grilles
23 41 00 particulate air filtration
23 81 26 split system ac units
23 82 16.14 electric-resistance air coils
26 00 10 basic electrical requirements
26 05 19 low-voltage electrical power conductors and cables
26 05 26 grounding and bonding for electrical systems
26 05 29 hangers and supports for electrical systems
26 05 33 raceways and boxes for electrical systems
26 05 53 identification for electrical systems
26 08 00 commissioning of electrical
26 09 23 lighting control devices
26 09 36 modular dimming controls
26 22 00 low voltage transformers
26 24 13 switchboards
26 24 16 panelboards
26 27 13 electricity metering
26 27 26 wiring devices
26 28 16 enclosed switches and circuit breakers
26 36 00 transfer switches
26 43 13 surge protective devices for low-voltage electrical power circuits
26 51 19 led interior lighting
26 52 19 emergency and exit lighting
27 00 10 technology general provisions
27 05 26 grounding and bonding for telecommunications systems
27 05 28 raceways for technology
27 10 00 Structured cabling system
28 05 13 conductors and cables for electronic safety and security

28 05 28 pathways for electronic safety and security
28 10 00 electronic security systems
28 31 11 digital, addressable fire-alarm system
28 46 00 BSD-Fire Detection and Alarm

Exhibit C

Parking Plans