

## SHOPPING CENTER LEASE

**Shopping Center:** COUNTRY CLUB PLAZA  
5275 Babcock Street  
Palm Bay, Florida 32907

**Landlord:** TRIANGLE IV, LLLP  
26 Park Place West - 2nd Floor  
Morristown, New Jersey 07960-3944

**Tenant:** BREVARD WORKFORCE DEVELOPMENT BOARD  
597 Haverty Court - Suite 40  
Rockledge, Florida 32955

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SHOPPING CENTER LEASE AGREEMENT

PLAIN LANGUAGE SHOPPING CENTER LEASE - CONSULT WITH YOUR ATTORNEY BEFORE SIGNING THIS LEASE.

THIS LEASE, MADE THIS 30<sup>th</sup> DAY OF April, 2003  
BY AND BETWEENLANDLORD:Triangle IV, LLLP  
26 Park Place West-2nd Floor  
Morristown, New Jersey 07960-3944  
TEL: (973) 538-7111 - FAX: (973) 538-2116TENANT:Brevard Workforce Development Board  
597 Haverty Court - Suite 40  
Rockledge, Florida 32955  
TEL: (321) 504-2060 - FAX: (321) 504-2065

THE LANDLORD AND THE TENANT AGREE TO LEASE THE RENTAL SPACE IN CONSIDERATION FOR THE RENT, TERM, ADDITIONAL RENT, AND OTHER MUTUAL COVENANTS AND CONDITIONS CONTAINED IN THIS AGREEMENT AS HEREBY ACKNOWLEDGED AND ACCEPTED BY THE PARTIES AS FOLLOWS:

- RENTAL SPACE:** Approximately 17,000 ± square feet (to be determined and verified by a final plan approved by Landlord and Tenant) (hereafter called "Rental Space") located at Country Club Plaza, 5275 Babcock Street, Palm Bay, Florida. (Brevard County) (hereafter called the "Shopping Center") as and shown on Exhibit "A" as Unit 2B and 3.
  - USE:** The Tenant shall only use and occupy the Rental Space AS A ~~FIRST-CLASS~~ REPUTABLE ESTABLISHMENT OPERATING A COMMUNITY CENTER PROVIDING PROGRAMS FOR WORK SKILLS, RESUME BUILDING AND JOB SEARCH FOR THE UNEMPLOYED LABOR MARKET. NO PORTION OF THE RENTAL SPACE SHALL BE USED OR OPERATED FOR THE PREPARATION, SALE OR SERVICE OF FOOD. ANY VIOLATION BY TENANT OF THE USE STATED HEREIN SHALL BE DEEMED A MATERIAL BREACH AND DEFAULT OF THIS LEASE
- The Landlord is leasing the Rental Space to the Tenant for the specific use stated above. Tenant agrees not to use the Rental Space for any other use or unlawful or hazardous purpose. Tenant shall not use and operate its business in a manner competitive to any other business in the Shopping Center or to harm the reputation of the Shopping Center.
- TERM:** The Term of this Lease shall be for a period of FIVE (5) YEARS unless sooner terminated as provided herein.

Beginning JULY 1, 2003 and Ending AUGUST 31, 2008.

**THE BEGINNING AND ENDING DATES ARE ESTIMATED AND WILL BE LATER CONFIRMED BY THE AGREEMENT ATTACHED HERETO AS EXHIBIT "E" - TERM/COMMENCEMENT AGREEMENT.**

- MINIMUM BASE RENT:** Tenant shall pay to the Landlord (at Landlord's office or via electronic bank transfer, as may be requested by Landlord) without any previous demand, and without any setoff or deduction whatsoever, the total minimum base rent hereafter called "Rent" payable in monthly installments, in advance on the first day of each and every calendar month throughout the Term of this Lease as follows (any partial month to be proportionately adjusted):

1st and 2nd month:	\$ 0.00
3rd month through 60th month:	\$7.50 per sq. ft. per year + Florida State Sales Tax

IN ADDITION TO THE MINIMUM BASE RENT AND ADDITIONAL RENT SET FORTH IN THIS LEASE, TENANT SHALL PAY ALL APPLICABLE FLORIDA STATE SALES TAX ON ALL RENT AND ADDITIONAL RENT PAID TO THE LANDLORD. **THE FOREGOING SHALL NOT APPLY IN THE EVENT TENANT HAS PROVIDED LANDLORD WITH A FLORIDA STATE CERTIFICATE OF SALES TAX EXEMPTION OR ITS EQUIVALENT.**

TENANT SHALL BE GRANTED A MINIMUM BASE RENT FREE PERIOD OF SIXTY (60) DAYS FROM THE DATE OF LANDLORD'S DELIVERY OF POSSESSION OF THE RENTAL SPACE TO TENANT. ALL ADDITIONAL RENT SHALL BE DUE DURING THE FREE BASE RENT PERIOD. IN THE EVENT TENANT IS IN DEFAULT OF THIS LEASE, THE FREE BASE RENT SHALL BECOME DUE TO LANDLORD, ON DEMAND.

- REAL ESTATE TAXES:** From and after the beginning date of this Lease, as Additional Rent, Tenant agrees to reimburse Landlord for Tenant's proportionate share of any and all Real Estate Taxes and Assessments (special or otherwise including the cost of appeals) of the Shopping Center. Tenant's proportionate share shall be calculated based on the size of the Rental Space divided by the leasable building area of the Shopping Center. On account of Tenant's share of Real Estate Taxes, Tenant shall pay to Landlord the minimum estimated monthly sum of \$ 1,900.00 toward the actual amount due. The preceding monthly amount may be adjusted each year based on each previous year's cost. Tenant's adjusted proportionate share of Real Estate Taxes shall be due and payable within ten (10) days after Landlord's statement to Tenant.

- COMMON AREA MAINTENANCE:** From and after the beginning date of this Lease, as Additional Rent, Tenant agrees to reimburse Landlord, for Tenant's proportionate share of Landlord's gross operating costs (hereafter called "Costs"), determined for each calendar year for the maintenance, replacements, repairs and operation of the facilities, buildings, common areas and mall areas of the Shopping Center. Tenant's proportionate share of Landlord's Costs shall be calculated based on the size of the Rental Space divided by the leasable building area of the Shopping Center.

Landlord's Costs shall include (but not be limited to) all services, maintenance, repairs and replacements to: landscaping; paving and patching the parking lot; striping; painting; curbing, sidewalks, loading areas, walkways, stairs, roofs, downspouts, gutters, all utility feeds; storm drains and sewers; snow, ice, trash and debris removal; lighting and fixtures; sweeping; cleaning; pest control; all utilities for common facilities; sprinklers; alarms; all types of insurance coverage and deductibles carried for the Shopping Center; purchase of supplies and equipment; policing and security; compensation of management Shopping Center management fees not to exceed four (4%) per cent of the gross revenues of the Shopping Center and maintenance personnel for the Shopping Center; holiday decorations and promotional events; compliance with environmental agencies and governmental rules and regulations and other general maintenance items and services for the benefit of the common areas and facilities of the Shopping Center ~~plus an administrative charge of fifteen percent (15%) of the total costs~~ In no event shall Tenant be responsible for payment of a portion of Landlord's Gross Costs charged as an administrative fee.

On account of Tenant's share of such Costs, Tenant shall pay to Landlord the minimum estimated monthly sum of \$ 2,200.00 toward the actual amount due. The preceding monthly estimate may be adjusted each year based on each previous year's Costs. Within ninety (90) days after the end of each calendar year, Landlord shall furnish to Tenant a statement showing in reasonable detail the information necessary to determine Landlord's Costs. Tenant's

Month's rental obligation due to the Landlord by Tenant. The Landlord shall repay to the Tenant any balance remaining within thirty (30) days after the end of the Term provided that the Tenant has performed all of its obligations of this Lease. The Tenant shall not be entitled to interest on the Security. Landlord and Tenant acknowledge that Tenant shall not be obligated for payment of Security deposit simultaneously with the execution of this Lease. If, however, Tenant shall be declared by Landlord to be in material default of this Lease, then in that event, Tenant shall, upon the written request of Landlord, deposit an amount equal to two (2) months rent at the rate then in effect. At such time as Tenant has cured such material default, Landlord shall refund the deposit.

8. **ADDITIONAL RENT:** If the Tenant fails to comply with any agreement or obligation of this Lease, the Landlord may do so in behalf of the Tenant. Landlord may charge Tenant the cost to comply, including reasonable attorney fees, and charge such costs to Tenant as "Additional Rent". The Additional Rent shall be due and payable as Rent together with the next monthly installment of Rent. Non-payment of Additional Rent shall give the Landlord the same rights against the Tenant as if the Tenant failed to pay Rent when due.

9. **DELAY IN GIVING OF POSSESSION:** In the event that possession of the Rental Space is delayed due to (but not limited to) the delay in Landlord's construction, renovations, existing Tenant's failure to vacate the Rental Space, or the like, then the beginning date shall be changed to the day upon which the Landlord delivers possession to the Tenant. ~~Event if possession of the Rental Space is not on the beginning date, the ending date and Rent adjustment dates (if any) shall not change.~~ Notwithstanding the foregoing and subject to Article 29 herein, in the event Landlord has not substantially completed the improvements set forth in Exhibit "C" where a certificate of occupancy may be obtained and delivered the Rental Space to Tenant on or before September 30, 2003, then, in that event, Tenant shall receive liquidated damages limited in accordance with the following schedule:

October 15, 2003 to October 31, 2003:	\$ 250.00 per day
November 1, 2003 to November 30, 2003:	\$ 500.00 per day
December 1, 2003 to December 31, 2003:	\$1,000.00 per day to a maximum of \$15,000.00 for the month of December.

The Tenant and Landlord mutually agree such damages are to be the sole remedy for Landlord's late delivery of the Rental Space to the Tenant in a condition where the City of Palm Bay will issue a certificate of occupancy for the entire space on or before September 1, 2003. The reason for insertion of this provision is that at the time this Agreement is executed, it would be impractical or extremely difficult to fix actual damages. SEE RIDER R-60, R-61 & R-62 ATTACHED.

SEE EXHIBIT "E" ATTACHED

10. **ASSIGNMENT OR SUBLETTING:** Tenant shall not assign or sublet any portion of the Rental Space without the prior written consent of the Landlord. Upon any bona fide request to assign or sublease the Rental Space by Tenant, Landlord shall have the first right of refusal to recapture the Rental Space upon thirty (30) days written notice to the Tenant following Tenant's initial request. Any such change of Tenant, its ownership, assignment, subletting or sale of Tenant's business without Landlord's written consent shall be void and Landlord shall have the right to terminate this Lease upon written notice to Tenant or any other occupant. If Tenant is a corporation, any merger, consolidation or change in voting stock ownership of the corporation shall be considered as an assignment without Landlord's consent under this Lease.

11. **CONTINUOUS OPERATION:** INTENTIONALLY OMITTED.

12. **INSURANCE:** Tenant shall keep in force at all times during the Term of this Lease, from the beginning date of this Lease or delivery of possession (whichever occurs first), the following coverage with respect to the Rental Space and its business naming the Landlord as an additional insured.

Comprehensive general liability insurance, workman's compensation, property damage, flood, vandalism, plate glass, leasehold improvements, and other adequate insurance on an occurrence basis with a minimum single limit of One Million (\$1,000,000.) Dollars which may be reasonably increased during the Term of the Lease upon the written request of Landlord. All policies shall state that the insurance company cannot cancel or refuse to renew without at least fifteen (15) days prior written notice to the Landlord before the expiration date of each policy. Tenant shall provide evidence of such insurance prior to Tenant's occupancy and at other times upon written request from the Landlord.

If due to the Tenant's use of the Rental Space; (a) the Landlord cannot obtain fire insurance on the building in an amount and form reasonably acceptable to the Landlord, the Landlord may terminate this Lease on ~~thirty (30)~~ ninety (90) days written notice to the Tenant unless such insurance is obtained by Tenant for the benefit of Landlord; or (b) if the fire insurance rate or any other insurance Landlord carries is increased, the Tenant shall pay the increases in the premium to the Landlord on demand.

13. **OTHER TAXES:** The Tenant shall promptly pay when due all other taxes imposed or assessed by governmental authorities for Tenant's business and use of the Rental Space and taxes due to Tenant's alterations and improvements to the Rental Space, whether collected by the Landlord or governmental authorities. Other taxes include, but are not limited to, taxes levied upon Tenant's fixtures, signs, personal property, revenue or rental sales, and use taxes, etc.

14. **ACCEPTANCE OF RENTAL SPACE:** The Tenant has inspected the Rental Space, Shopping Center, and zoning, and acknowledges that they are in satisfactory condition and are acceptable and suitable for Tenant's intended use. ~~The Tenant accepts the Rental Space including all equipment and fixtures in it as is, where is, condition.~~ Tenant shall obtain all necessary operating permits, licenses, and a certificate of occupancy for Tenant's use of the Rental Space. SEE RIDER R-60 ATTACHED.

15. **NON-LIABILITY OF LANDLORD:** Landlord shall not be responsible or liable to Tenant or others for any theft, personal injury, loss or damage of property that may be occasioned by the acts or omissions of persons occupying any space adjacent to or adjoining the Rental Space, or any part thereof, or for any loss or damage resulting to Tenant or its property from leaking of water, gas, steam, fire, sewer, electricity, loss of heating or cooling or bursting pipes and the like or for any reason whatsoever even if the Shopping Center is located in flood zone or other hazardous area.

**QUIET ENJOYMENT:** Provided that Tenant pays all Rent and Additional Rent due under this Lease on their respective due dates and the Tenant does not violate any agreement or covenant of this Lease, the Tenant may peacefully enjoy the use of the Rental Space within Landlord's reasonable control.

17. **UTILITIES AND SERVICES:** From the beginning date of delivery of possession of the Rental Space to the Tenant (whichever occurs first) Tenant shall arrange for and pay promptly when due all utilities and services required for the use of the Rental Space including but not limited to water, sewer, septic, gas, electric, phone, heating, cooling, etc.. Landlord shall not pay or be responsible to pay for any utilities and/or services used by Tenant. In the event the Landlord shall pay for, supply or maintain any utilities and/or services in behalf of the Tenant, then Tenant shall reimburse the Landlord immediately upon demand. The stoppage or reduction of any of these utilities and/or services does not entitle Tenant to abatement of Rent or other charges. The Landlord shall not be liable to the Tenant for any interruption or delay in any of these utilities, and/or services. In the event that the Rental Space is connected by any common space or a corridor for the joint use of the Landlord and/or other Tenants, then Tenant shall pay to the Landlord, Tenant's pro-rata share of all costs and expenses to operate and maintain such areas. Tenant's pro-rata share shall be equal to the size of the Rental Space divided by the leaseable areas connected by the common space or corridors.

18. **TENANT'S REPAIRS, MAINTENANCE, AND COMPLIANCE:** The Tenant shall throughout the Term of this Lease at its expense: (a) promptly comply with all laws, orders, rules, codes, ordinances, and requirements of governmental authorities, insurance carriers, environmental protection agencies or similar groups for use and occupancy of the Rental Space (including permitted alterations by Tenant as defined below); (b) maintain the ceilings, walls, and floors in good repair and appearance and make all necessary maintenance related repairs and replacements to the Rental Space and all equipment and fixtures in it including electric, plumbing, and heating and air conditioning systems (Landlord shall install new HVAC equipment as set forth in Exhibit "C", Section K); (c) maintain the Rental Space in a neat, clean, safe, and sanitary condition free of all garbage and arrange for refuse removal for garbage generated by Tenant's business; (d) maintain and keep the adjacent walks, curbing, yard, entrances, hallways, loading area, and stairs clean, free from trash, debris, snow and ice; (e) replace all broken glass, doors, frames and hardware in the Rental Space as may be needed and clean storefront glass on a bi-weekly basis; (f) promptly notify the Landlord in writing when there are conditions which need repair; (g) contract for pest control for the Rental Space as may be needed; (h) repair any damage to the Rental Space or Shopping Center resulting from any act or neglect of Tenant or Tenant's employees, guests, contractors or invitees; (i) maintain at all times a uniform temperature of approximately seventy two (72°) degrees to prevent pipes from freezing or to cause damage to the Rental Space or building. Tenant shall provide Landlord with proof of maintenance, service or replacement contracts from a qualified contractor with regard to the heating and air conditioning equipment within thirty (30) days after the beginning date of this Lease and for other items listed in this Article upon the request of the Landlord.
19. **LANDLORD'S REPAIRS & MAINTENANCE:** The Landlord shall maintain the parking areas, lawn, roof and exterior structural walls and make all such repairs unless these repairs are made necessary by the act or neglect of the Tenant or the Tenant's employees, guests, or contractor invitees, in which case it shall be the Tenant's obligation and responsibility to make repairs or replacements. ~~Any obligation or service which is not specifically designated as the Landlord's responsibility under this lease shall be the sole and absolute responsibility of the Tenant.~~ Failure of Tenant to properly notify Landlord when conditions need repair shall not give grounds for Tenant to make a claim of constructive eviction for any reason whatsoever.
20. **COVENANTS CONCERNING OFFENSIVE PRACTICES:** Tenant shall not at any time during the Term of this Lease: (a) solicit business or hold demonstrations in the common areas or distribute any handbills or other advertising matter upon any automobiles in the parking area; (b) store, exhibit or sell any merchandise on sidewalks or parking areas or from any other place in the Shopping Center; (c) cause or permit objectionable odors, vibrations, or noise to emanate or be dispelled from the Rental Space; (d) use, store, dispose or discharge any flammable, toxic or hazardous materials in, on, or about the Rental Space, or Shopping Center; (e) overload any floor in the Rental Space, or operate any machinery that is harmful to the building or Shopping Center; (f) permit trailers or trucks to load or unload in the front of the Rental Space or in areas not designated for unloading or permit its employees to park vehicles in prohibited areas as may be designated by Landlord; (g) operate any ride, vending machine or similar device inside or outside the Rental Space; (h) place any obstruction or improvement of any type upon the exterior of the Rental Space; (i) obstruct the sprinkler systems (if applicable); (j) conduct any type of going out of business, fire, auction, lost lease, or bankruptcy sale whether real or fictitious; (k) sell, serve, or permit anyone to consume alcoholic beverages or narcotics of any kind in, on or about the Rental Space; (l) do anything on or to the roof system.
21. **ALTERATIONS BY TENANT:** The Tenant shall not make any changes or alterations to the Rental Space without the Landlord's prior written consent (including Tenant's initial improvements). Any changes or alterations made without the Landlord's written consent shall be removed by the Tenant on demand. All changes or alterations made with the Landlord's written consent shall become the property of the Landlord when completed and paid for by the Tenant and shall remain as part of the Rental Space at the end of the Term. The Landlord may demand that the Tenant remove any changes or alterations at the end of the Term, including improvements made to the Rental Space under the previous lease/sublease. The Tenant shall promptly pay for all costs of any changes or alterations. The Tenant shall not allow any mechanic's lien or other claim to be filed against the Landlord or Shopping Center. Any lien or claim filed against the Landlord or Shopping Center as a result of the Tenant's changes or alterations shall be promptly removed within ten (10) days of any such filing at the Tenant's expense.
22. **ALTERATIONS BY LANDLORD:** Landlord reserves the right at any time to make alterations, repairs, demolishes, remodel, or make additions to and to build additional stories, or adjoining structures to the building in which the Rental Space is a part. Landlord may erect construction aids to complete any of the above work. Landlord shall not be liable in any case for any inconvenience, disturbance, loss of business or any other annoyance arising from such alterations. The Landlord shall use reasonable care when completing any of the above work and the Landlord need only repair any damages to the Rental Space caused by Landlord's alterations. Landlord may add or withdraw buildings or property from the Shopping Center and any buildings or property added or withdrawn shall be included or excluded (as the case may be) in the term Shopping Center.
23. **SIGNS:** Tenant shall install a mounted storefront sign as shown on Exhibit "B" attached. Tenant shall not place or permit to be placed any signs or other advertising device without first obtaining Landlord's prior written consent. Any sign as may be approved by the Landlord must conform to Landlord's specifications and municipal regulations. Tenant shall repair, maintain, and replace any sign which may be approved by the Landlord. Any sign installed without Landlord's consent may be removed by Landlord at any time at Tenant's expense. Tenant shall repair and restore all building surfaces to their original condition when installing or removing any sign. **SEE EXHIBIT "B" ATTACHED.**
24. **ACCESS TO RENTAL SPACE:** The Landlord shall have access to the Rental Space during all normal business hours and at other times upon reasonable notice to the Tenant. The Landlord may enter the Rental Space at any time without notice in case of any emergency as circumstances may require. Landlord may place "FOR RENT" signs on the Rental Space or in the storefront windows within four (4) months prior to the end of the Term or upon termination of this Lease.
25. **FIRE AND OTHER CASUALTY:** The Tenant shall give the Landlord immediate notice of any fire or other casualty in or about the Rental Space. If the Rental Space cannot be used because of fire or other casualty, the Tenant must pay Rent for the usable part on a proportionate basis. If the fire or other casualty is caused by the act or neglect of the Tenant or the Tenant's employees or guests, the Tenant shall pay for repairs and all other damage to restore the Rental Space. In that case, the Tenant must pay the full Rent for the balance of the Term. If the Rental Space is partially damaged by fire or other casualty without the act or neglect of the Tenant or the Tenant's employees or guests, the Landlord shall make repairs within a reasonable time period as circumstances may require. The Landlord need only repair the damaged structural parts of the Rental Space and fixtures installed by the Landlord.
- The Landlord is not required to repair or replace anything installed by the Tenant. Landlord may terminate this Lease if: (a) the Rental Space is totally destroyed by fire or other casualties resulting from the act or negligence of the Tenant or Tenant's employees or guests (in such event the Tenant is not released from this Lease); (b) the Rental Space is so damaged by fire or other casualty without the negligence of the Tenant or the Tenant's employees or guests that it cannot be repaired within ninety (90) days; (c) the Landlord elects not to rebuild or repair the damage if in Landlord's sole judgment the Shopping Center cannot operate as a viable unit; (d) the Lease Term has less than twenty four (24) months remaining.
- Provided Tenant is not in default of this Lease, Tenant may terminate this Lease on written notice to the Landlord if any fire or other casualty so damages the Rental Space that Tenant cannot make full use of the Rental Space for a period of ninety (90) days or more.
26. **WAIVER OF SUBROGATION:** Landlord and Tenant hereby waive all rights of recovery and causes of action which either has or may have or which may arise hereafter against the other, whether caused by negligence, intentional misconduct or otherwise, for any damage to the Rental Space, Shopping Center or business perils coverable by fire and extended coverage, building, contents and business interruption insurance, or for which either party may be reimbursed as a result of insurance coverage affecting any loss suffered by it; provided however, that the foregoing waivers do not invalidate any policy of insurance of the parties hereto, it being stipulated by the parties hereto, now or hereafter issued, that the waivers shall not apply in any case in which the application thereof would result in the invalidation of any such policy of insurance.

28. **RULES AND REGULATIONS:** Landlord reserves the right from time to time to adopt and enforce rules and regulations applicable to the Rental Space, common areas, parking areas and the Shopping Center and to amend and supplement such rules and regulations. Tenant shall comply with and observe all rules and regulations to the extent practicable. The initial Rules and Regulations for the Shopping Center are hereby adopted as defined in Article 20 above (Covenants Concerning Offensive Practices.)
29. **INABILITY TO PERFORM:** If Landlord is delayed or prevented from performing any of its obligations under this Lease by reason of strike or labor troubles, acts of God, or any other cause whatsoever beyond Landlord's reasonable control, the period of such delay or such prevention shall be deemed added to the time provided for the performance of any such obligation by the Landlord and Tenant is not excused from paying Rent.
30. **SOLE BROKER:** Tenant represents that there was no Real Estate Broker or other party other than Mark Properties, Inc. And Lightle Commercial, Inc. Who brought about this Lease. Landlord shall pay the brokerage commissions due, if any.
31. **INDEMNITY:** Tenant agrees to indemnify, save, and hold the Landlord, Landlord's mortgagee and/or any underlying ground lessor(s) of the Rental Space and Shopping Center harmless from and against any and all claims and demands for, or in connection with, any environmental matter, accident, loss of life, injury or damage whatsoever caused to any person or property arising directly or indirectly, out of the use and occupancy of the Rental Space and from and against any and all costs, expenses and liability incurred in connection with any such claim or proceeding. Tenant shall pay all costs incurred by the Landlord relating to the above indemnity.
32. **EMINENT DOMAIN:** If any part of the Rental Space is taken by eminent domain, either party may terminate this Lease on thirty (30) days written notice to the other. If other portions of the Shopping Center are taken and in the Landlord's sole judgment the Shopping Center cannot be operated as a viable unit, the Landlord shall have the right to terminate this Lease upon thirty (30) days written notice to Tenant. The entire payment for the taking shall belong to the Landlord. The Tenant shall make no claim for the value of the remaining part of the Term. The Tenant shall not make a claim to the Landlord or participate in any of the Landlord's claim for compensation. The Tenant may separately make a claim for Tenant's interest.
33. **SUBORDINATION:** This Lease is automatically subordinated to the lien of: (a) all mortgages on the building and land now and in the future; (b) all underlying ground leases (if applicable) now or in the future; (c) all recorded rights of others. All documents necessary to subordinate this Lease to any mortgage or ground lease or other superior lien shall be signed by the Tenant and returned to the Landlord within ten (10) days of Landlord's request.
34. **ESTOPPEL CERTIFICATE:** At the request of the Landlord, the Tenant shall sign an estoppel certificate stating the basic terms of the Lease, the date that Rent was last paid and if there are any existing defaults on the part of Landlord or Tenant. Tenant shall return such signed certificate to Landlord within ten (10) days of Landlord's request. In the event Tenant fails to return such certificate, Landlord may sign a certificate in Tenant's behalf.
35. **TENANT'S DEFAULT:** The Landlord may evict the Tenant for the default or violation of any agreement of this Lease and for all other causes provided at law. If the default or violation is for non-payment of Rent or Additional Rent, the Landlord may give notice of such default. In the event that the Tenant's default for non-payment of any Rent or Additional Rent is not remedied within five (5) days of Landlord's notice, Landlord shall have the absolute right to terminate this Lease upon a second notice to the Tenant and the Landlord shall then have the right to re-enter and regain possession of the Rental Space and Tenant shall immediately vacate the Rental Space. In that event, Tenant hereby agrees that Landlord may re-rent the Rental Space in Tenant's behalf. The Tenant shall have thirty (30) days to cure any non-monetary default. If the non-monetary default is not capable of being cured within thirty (30) days, the Landlord may terminate this Lease upon written notice to Tenant. In case the default cannot be reasonably cured within thirty (30) days, providing such default is curable and Tenant diligently proceeds to cure the default, the Tenant shall have a reasonable period of time as the circumstances may require to cure such default.
36. **TERMINATION OF THIS LEASE:** The Tenant is obligated to the Landlord for all Landlord's damages and costs including attorney's fees resulting from Tenant's default, ~~early termination of this lease~~ or violation of any agreement in this Lease. In the event of Tenant's default or if the Tenant is evicted from the Rental Space or this Lease is terminated for non-payment of Rent or any other non-monetary default, the Tenant shall continue to be bound by the terms of this Lease to perform all obligations and shall pay the Rent and Additional Rent until the end of the Term. Tenant hereby acknowledges and agrees that Landlord shall not be required to mitigate Landlord's or Tenant's damages or to take any action to re-rent the Rental Space in behalf of or for the Tenant. If the Landlord re-rents the Rental Space for less than the Tenant's Rent, the Tenant shall pay the difference until the end of the Term. The Tenant shall not be entitled to any excess Rent resulting from the re-renting. The Tenant shall also pay: (a) all reasonable expenses incurred by the Landlord in preparing the Rental Space for re-renting; (b) commissions paid to a broker for obtaining a new Tenant; (c) administrative charges; and, (d) attorney's fees.
37. **BANKRUPTCY:** The Leasehold interest created by this Lease shall not be treated as an asset of Tenant or Guarantor. If at any time during the Term there shall be filed by, in behalf of or against Tenant a petition in bankruptcy, or if a similar type of proceeding shall be filed, Landlord shall have the right to terminate this Lease upon thirty (30) days written notice to Tenant provided however, the obligation of Tenant and any Guarantor shall be fully forgiven after the date of termination and further provided, Landlord shall have obtained possession of the Rental Space within sixty (60) days following the filing date. Any such filing shall be treated as a material breach and default of this Lease by Tenant.
38. **FEES AND EXPENSES:** In the event that any Rent or Additional Rent is not received by the Landlord within ten (10) days of its due date, there shall be an additional late charge due by Tenant. Tenant agrees that a late charge is fair and reasonable. In each instance the late charge shall be the greater of ten (10%) percent of all Rent items in arrears or one-hundred (\$100.00) dollars. Tenant agrees to pay a thirty (\$30.00) dollar charge for bank returned payments.
39. **CHRONIC LATE PAYMENTS:** Tenant agrees to pay its Rent and Additional Rent when due. In the event Tenant makes chronic late payments of Rent or Additional Rent, then the chronic late payment of Rent shall give the Landlord the same rights as if the Tenant failed to pay Rent. Chronic late payments shall mean six (6) or more times in any twelve (12) month period which Tenant pays Rent and/or Additional Rent past their respective due dates.
40. **RECORDING:** Tenant shall not permit or cause this Lease to be recorded without the prior written consent of Landlord.
41. **NOTICES:** All notices given under this Lease must be in writing, and they must be presented by: (a) personal delivery to the other party, and acknowledged; or (b) certified or registered mail, return receipt requested; or (c) by a nationally recognized delivery service with receipt of delivery. Notices shall be addressed to the Landlord at the address stated at the beginning of this Lease and to the Tenant at the Rental Space or at the address stated at the beginning of this Lease. The Landlord or Tenant may notify the other of a change of address, which will only be effective by written notice. Should Tenant fail to promptly notify Landlord in writing of any condition which is in need of repair or is the Landlord's responsibility under this Lease, Tenant shall be responsible for damages that may occur.
42. **HOLDING OVER:** Should Tenant holdover in possession of the Rental Space after the expiration of the Term with the consent of Landlord, Tenant shall be deemed to be occupying the Rental Space from month to month, subject to termination by either party upon at least thirty (30) days written notice to the other. Such month to month tenancy shall be subject to all the terms, covenants and conditions of this Lease insofar as same may be applicable to a month to month tenancy except the monthly Rent shall be twice the amount last in effect.
43. **NO WAIVER:** The Landlord's acceptance of Rent, Additional Rent, late Rent, or partial Rent, after a violation by Tenant of any agreement in this Lease or failure to default Tenant or enforce any agreement or obligation of Tenant under this Lease, shall not prevent the Landlord from enforcing any agreement of this Lease at a later time nor shall it be considered a waiver of Landlord's rights in any respect.

44. **SURVIVAL:** If any agreement in this Lease is invalid and contrary to law, the rest of the Lease shall remain in full force and effect and be enforced to the fullest extent permitted by law. This Lease shall be governed by the laws of the state in which the Rental Space is located.
45. **END OF TERM:** At the end of the Term or upon termination of this Lease the Tenant shall: (a) leave the Rental Space in broom clean and good condition; (b) remove all of the Tenant's property; (c) remove all Tenant's signs and restore that portion of the Rental Space on which they were placed; (d) repair all damages caused by moving; (e) return the Rental Space to the Landlord in the same condition as it was at the beginning of the Term except for normal wear caused by reasonable use and further subject to Article 21 of this Lease. If the Tenant leaves any property or improvements in the Rental Space, including improvements made to the Rental Space during the term of the previous Lease/Sublease, the Landlord may at the end of the Term: (i) dispose of it and charge the Tenant for the cost (plus overhead) of removal and disposal; (ii) keep it as abandoned property; (iii) request its removal by Tenant at Tenant's expense; (iv) charge Tenant the per diem holdover monthly rent for storage or any combination of the foregoing.
46. **EXHIBIT "A":** Exhibit "A" is for the express purpose of locating Tenant's Rental Space only. It is not in any way, to be construed to prevent, limit, or require Landlord to change any and all facts shown on the Exhibit including but not limited to building locations, additions, adding or withdrawing land, parking stalls, entrances, exits, driveways, sidewalks, drainage, sewers, elevations, etc.
47. **PRONOUNS:** The use of neuter pronouns to refer to Tenant shall nevertheless be deemed a proper reference even though Tenant may be an individual, a corporation, a partnership, or group of two or more individuals or corporations or other operating entity.
48. **SALE AND ATTORNMENT:** In the event that the Rental Space or Shopping Center is sold, transferred, foreclosed or conveyed, then the Landlord shall automatically be relieved from any and all obligations of this Lease and the Tenant shall look solely to the new Landlord or subsequent Landlord for performance of this Lease including the return of the Security. Tenant hereby agrees to recognize and attorn to the new Landlord or subsequent Landlord and to perform all of Tenant's obligations of this Lease.
49. **AUTHORITY:** The Tenant(s) signing this Lease hereby warrants and represents to the Landlord that the undersigned is capable of performing all of Tenant's obligations of this Lease and has the right and authority to enter into and sign this Lease as the Tenant and is duly authorized to conduct business within the municipality and state in which the Shopping Center is located. Tenant shall provide Landlord with evidence of such authorization upon request from Landlord.
50. **JOINT AND SEVERAL:** In the event two or more individuals, corporations, partnerships or other type of business associations shall sign this Lease as Tenant, then each individual, corporation, partnership, etc. shall be jointly and severally liable for the Rent, Additional Rent and all obligations of this Lease.
51. **MARGINAL HEADINGS:** The marginal headings are for information and reference purposes only, and have no effect on the interpretation of this Lease or the Article it pertains to.
52. **LIEN OF LANDLORD: INTENTIONALLY OMITTED.**
- ENVIRONMENTAL:** Tenant shall not use, store, dispose of, or discharge any flammable, toxic, or hazardous materials in, on, or about the Rental Space or Shopping Center. Tenant shall at its own cost and expense take all actions including repairs and alterations to the Rental Space to comply with all existing and future environmental regulations of any governmental or environmental agencies due to and for Tenant's use and occupancy of the Rental Space. Tenant shall provide Landlord with all necessary documents, affidavits, or certificates representing Tenant's compliance with all applicable regulations as may be requested by Landlord from time to time. This provision shall be a personal covenant of Tenant and shall survive the termination of this Lease for any environmental matters without exception.
54. **INTEREST:** In the event Tenant fails to make any payment due under this Lease on its respective due date, then Landlord shall have the right to collect from Tenant as Additional Rent an interest charge computed at the highest rate allowable by law or the rate of one and one half (1.5%) percent, per month on any outstanding balance due Landlord until paid.
55. **CONFIDENTIALITY: INTENTIONALLY OMITTED.**
56. **TRIAL BY JURY:** Tenant, Guarantors and Landlord hereby knowingly, voluntarily, and intentionally waive any right they may have to a trial by jury with respect to any litigation arising out of, under, or in connection with this Lease, or any course of conduct, course of dealing, statement (whether verbal or written) or action of the parties. This provision is a material inducement for each party entering into this Lease agreement.
57. **BINDING:** Landlord reserves the right to withdraw and revoke this Lease at any time prior to Landlord's execution. Submission of this Lease to Landlord as executed by Tenant shall constitute Tenant's irrevocable offer to Lease until accepted or rejected by Landlord within (15) fifteen days of Landlord's receipt. Upon the full execution of this Lease, it binds the Landlord and the Tenant and their legal representatives, heirs, administrators, successors, and lawful assigns.
58. **NO CHANGES:** The parties have read this Lease and it contains their entire agreement. It may not be changed or modified except in writing signed by the Landlord and the Tenant. The Tenant acknowledges that there are no warranties, representations or other agreements made by the Landlord or the Landlord's Agents or Brokers with respect to the Rental Space, Shopping Center, other existing or prospective tenants or profitability of Tenant's business. Neither party shall be responsible for drafting this Lease as it contains their mutual agreements.
59. **ADDITIONAL AGREEMENTS: SEE RIDER ATTACHED.**

**SIGNATURES:** The Landlord and Tenant hereby agree to the Rent, terms, and conditions of this Lease by signing below. If the Tenant is also signing as a corporation, this Lease must be signed by the proper corporate officer. Any false representations made by Tenant shall be considered a material breach of this Lease by Tenant.

Witness/Attest:

Landlord:  
TRIANGLE IV, LLLP  
BY MARK PROPERTIES, INC., its Managing Agent

  
As to Landlord

By:   
Richard Roccesano, Executive Vice President

Tenant:  
BREVARD WORKFORCE DEVELOPMENT  
BOARD INC

RIDER TO LEASE

Rider to Lease made this 30<sup>th</sup> day of April, 2003.

BY AND BETWEEN

**LANDLORD:**

Triangle IV, L.L.L.P.  
26 Park Place West-2nd Floor  
Morristown, New Jersey 07960-3944  
TEL. (973) 538-7111 - FAX: (973) 538-2116

**TENANT:**

Brevard Workforce Development Board  
597 Haverly Court - Suite 40  
Rockledge, Florida 32955  
TEL. (321) 504-2060 - FAX: (321) 504-2065

**RENTAL SPACE:** Approximately 17,000 ± square feet (to be determined and verified by a final plan approved by Landlord and Tenant) (hereafter called "Rental Space") located at Country Club Plaza, 5275 Babcock Street, Palm Bay, Florida. (Brevard County) (hereafter called the "Shopping Center").

This Rider to Lease contains additional agreements and hereby modifies certain Articles in the Lease and shall be considered an addition to and become part of the Lease Agreement between the parties. If any provision of this Rider shall be in conflict with the Articles of the Lease, then the provisions of the Rider shall prevail and take precedence.

**R-60. LANDLORD'S IMPROVEMENTS:** The Tenant shall engage an architect State of Florida licensed Interior Designer and Engineers who shall prepare plans and specifications for the Tenant's improvements and submit the plans and specifications to the Landlord for its approval. The architect interior Designer and Engineers shall submit a cost estimate for constructing the Tenant's improvements in accordance with the plans and specifications.

Landlord shall contract with a licensed contractor and complete the improvements to the Rental Space described and designated on Exhibit "C" (Vanilla Shell Improvements) and the improvements described and set out in the plans and specifications prepared by the Tenant's architect (Tenant's Improvements). Tenant shall submit a full and complete set of plans and specifications for Landlord's Work per Exhibit "C" and Tenant Improvement Allowance work, sealed by Tenant's architect-architect State of Florida Licensed Interior Designer and Engineers, in substance and quantity required for application and receipt of a building permit on or before June 15, 2003. If the plans called for are delayed after June 15, 2003, then the date that penalties as defined in Article 9 of the Lease begin shall be delayed by an equal number of days. The Landlord shall pay for the Vanilla Shell Improvements and pay an additional sum not to exceed \$100,000 as described in R-61 for the Tenant's improvements based on the construction contract by a third party contractor. The Tenant shall pay for the costs of the Tenant's improvements which exceed the \$100,000 of the Landlord's Improvement Allowance including all change orders and deviations from the plans approved by Landlord and Tenant. The Tenant shall deposit into an interest bearing escrow account the amount that the architect's cost estimate for the Tenant's improvement exceeds \$100,000. Payment to the contractor which constructs the Tenant's improvements shall be made from the escrow account after the Tenant's architect approves each construction draw. There shall be a 10% holdback on each draw paid to the contractor until the architect certifies substantial completion.

Landlord shall not be required to complete any other improvements to the Rental Space for or in behalf of Tenant. Certification by the architect engaged by Tenant that Landlord's work is substantially complete shall be conclusive evidence of same. Tenant's punchlist of Landlord's incomplete work of the items listed in Exhibit "C" shall be submitted to Landlord within ten (10) days after delivery of possession. Landlord shall complete the approved items on Tenant's punchlist for which Landlord is responsible at the earliest practicable date.

**R-61. TENANT'S IMPROVEMENTS:** Landlord shall complete in a workman like manner all necessary improvements to the Rental Space for Tenant's use and occupancy in accordance with the plans approved by Landlord and Tenant. All improvements shall be completed by Landlord in accordance with all codes, regulations and requirements of all local, state and federal agencies. Tenant shall submit all plans and specifications to the Landlord for and Landlord shall not commence any improvements without Landlord's review and approval prior to any contemplated improvements as required in R-60 above. Landlord shall obtain all necessary permits, operating licenses and a certificate of occupancy for Vanilla Shell Improvements and Tenant Allowance improvements for Tenant's use of the Rental Space. If the issuance of any demolition or construction permit or permit required for a certificate of occupancy is delayed or not obtainable for any reason not attributed to the direct fault of Landlord, the penalties set forth in this Lease shall be delayed by the number of days that such permits were delayed. In addition to the foregoing, Tenant shall be responsible for the cost of all architectural fees for plans and specifications required for Tenant's improvements by both Landlord and Tenant, including architectural inspection fees applicable to such improvements, including all other work outside the scope of the plans and specifications approved by Landlord and Tenant required for Tenant's equipment, fixtures and personal property for Tenant's use and occupancy of the Rental Space.

**R-62. LANDLORD'S IMPROVEMENT ALLOWANCE:** In addition to the work set forth on Exhibit "C" (Vanilla Shell Improvements) Landlord agrees to reimburse Tenant shall complete Tenant's improvements described in the plans and specifications prepared by Tenant's architect at a cost a sum not to exceed one hundred thousand (\$100,000.00) dollars toward the cost of Tenant's improvements to the Rental Space, excluding fixtures and equipment, in accordance with Tenant's approved plans and specifications as required in Article R-60 and R-61 hereabove. Any cost and expense incurred by Landlord for changes to the plans and specifications occurring after Tenant's submission of same to Landlord, shall be the sole obligation of Tenant. Any delay in the performance of work attributed to such changes shall delay the beginning of the penalties described in this Lease by the number of additional days required by Landlord to complete the changes requested by Tenant. Tenant's improvements shall be performed in accordance with all applicable Articles of the Lease. Upon completion, improvements shall become property of the Landlord. and Tenant shall assign to Landlord all warranties and/or guarantees applicable to the improvements.

**R-63. RECIPROCAL EASEMENT AGREEMENT:** Tenant hereby acknowledges the existence of a certain Reciprocal Easement Agreement with covenants, conditions and restrictions (recorded in OR Book 4259, Page 3675 Public Records of Brevard County, Florida) relating to the Shopping Center Common Areas, Walgreens parcel and Harbour Federal Savings Bank parcel. Accordingly, Tenant shall at all times during the Term of the Lease, use and occupy the Rental Space and comply with all obligations of the Lease.

**R-64. TENANT'S TERMINATION RIGHT:** In the event the Tenant in its sole discretion determines governmental funds are no longer available to Tenant in amounts sufficient to fund this lease, Tenant shall have the right to terminate this Lease upon (i) six (6) months prior written notice to Landlord; (ii) payment to Landlord of an amount equal to the unamortized portion of Landlord's contribution as described in R-62 hereabove; and (iii) payment to Landlord of an amount equal to the unamortized portion of real estate commission due in connection with this Lease; and, (iv) payment to Landlord of an amount equal to the unamortized cost of Landlord's improvements and such other reasonable verification shall be provided to Tenant within sixty (60) days after accounting of the actual costs of Landlord's improvements and Tenant's improvements set forth in Exhibit "C" of the Lease. For purposes of the preceding sentence, an amount equal to the unamortized cost of Landlord's improvements shall be made on or before the date the lease terminates. In no event shall Tenant open to the public for business. Payment of the unamortized amount shall be made on or before the date the lease terminates. In no event shall this Lease terminate until such time as Landlord receives all amounts due Landlord and required to be paid by Tenant in this Article R-64. The unamortized amount shall be computed by multiplying the total amount of the Landlord's contribution under R-62, real estate commission, and for Landlord's improvements by a fraction whose numerator shall be the number of months remaining on the lease from the date the lease terminates after receipt of the notice described in this paragraph and whose denominator which shall be 60 months. On or before the termination date of this Lease, Tenant shall vacate

R-66. BINDING: This Rider to Lease shall bind the parties and their respective heirs, legal representatives, administrators, successors, and lawful assigns. Except as modified and amended by this Rider to Lease, all other terms and conditions of the Lease shall remain unchanged and in full force and effect.

Witness/Attest:


  
As to Landlord

Landlord:  
TRIANGLE IV, LLLP  
BY MARK PROPERTIES, INC., its Managing Agent

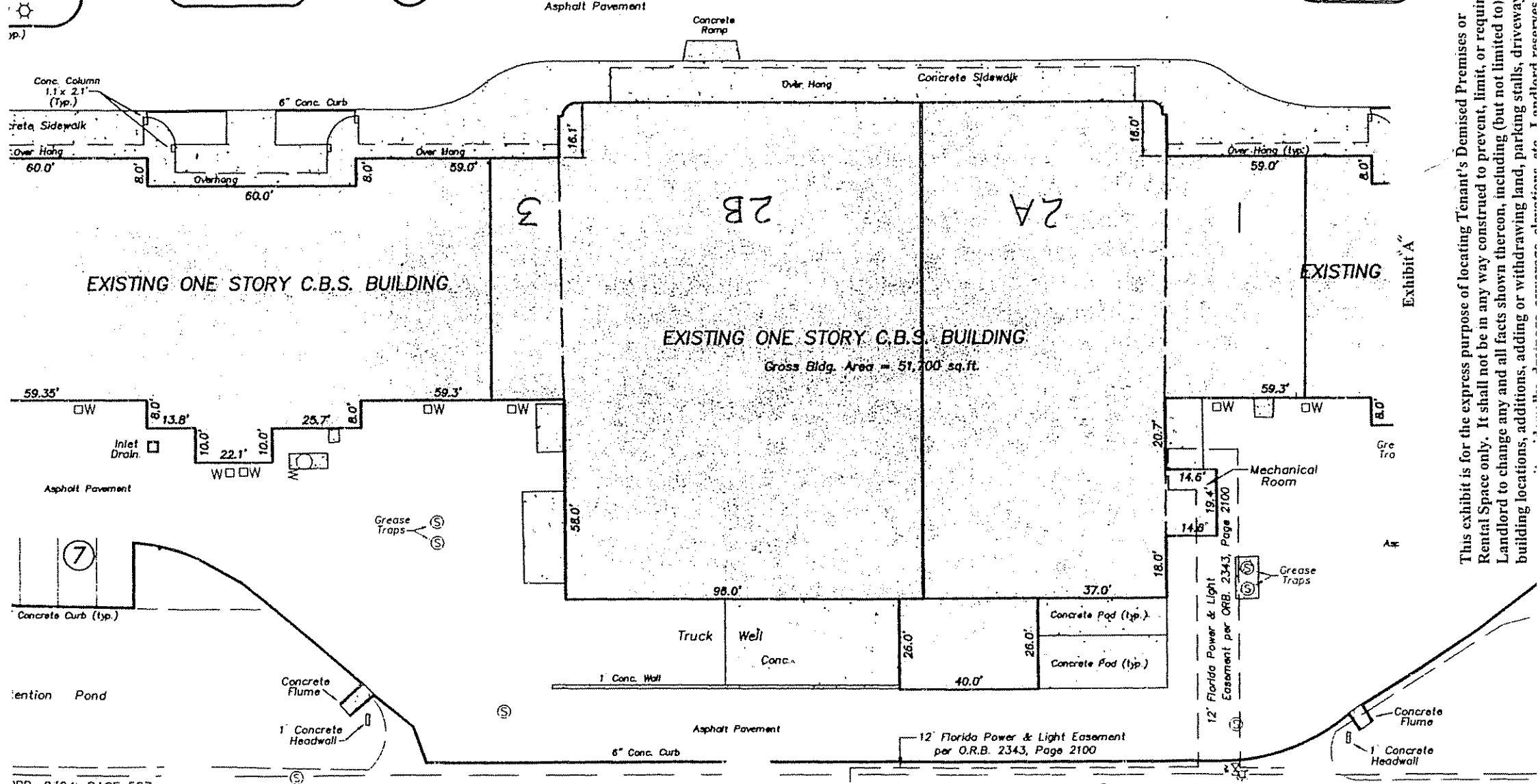
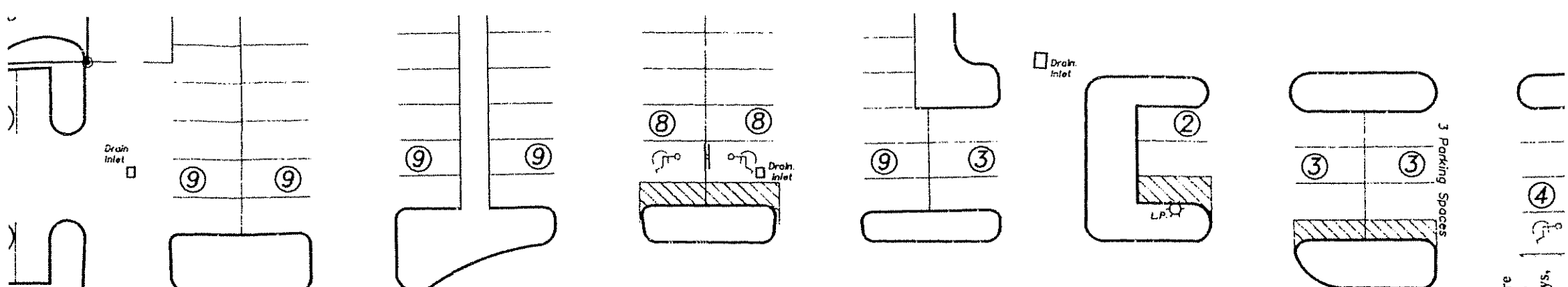
By:   
Richard Roccesano, Executive Vice President

Tenant:  
BREVARD WORKFORCE DEVELOPMENT  
BOARD, INC.

  
As to Tenant

By:   
Linda H. Smith, President





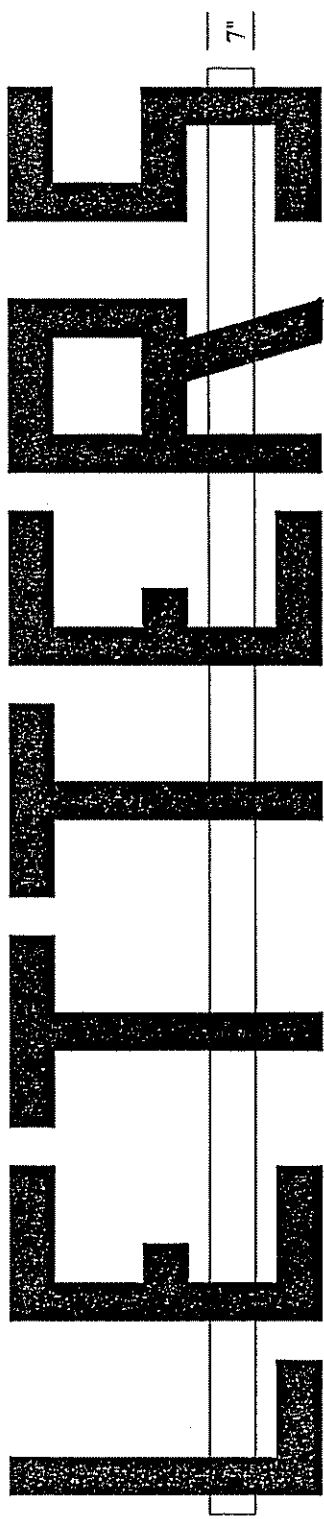
This exhibit is for the express purpose of locating Tenant's Demised Premises or Rental Space only. It shall not be in any way construed to prevent, limit, or require Landlord to change any and all facts shown thereon, including (but not limited to) building locations, additions, adding or withdrawing land, parking stalls, driveways, etc. I understand and warrant

SIGN TYPE

Channel letters on raceway

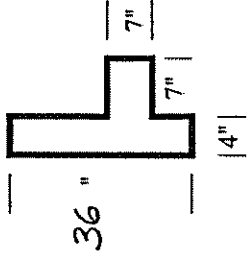
Exhibit " B "  
Store Front Sign Specifications  
Verify all field conditions prior to installation

FRONT VIEW



**NOTE:** TENANT SHALL OBTAIN LANDLORD'S APPROVAL ON LETTER STYLE.

SIDE VIEW



\* GENERAL SPECIFICATIONS

- \* ALL SIGNS SHALL BE CONSTRUCTED WITH 36 " HIGH, INTERNALLY LIT LETTERS.
- \* OVERALL SIGN LENGTH SHALL NOT EXCEED 20 ' AND SHALL BE INSTALLED IN THE CENTER OF THE STORE FRONT.
- \* .040 ALUMINUM CHANNEL LETTERS, WITH RED COLORED 3/16" ACRYLIC FACES, TRIMMED IN JEWELITE OR SIMILAR MATERIAL, MOUNTED ON A RACEWAY.
- \* RETURNS OF THE LETTERS TO BE 4" DEEP, PAINTED DURANODIC BRONZE AND THE RACEWAY TO BE PAINTED THE SAME COLOR AS THE FACIA TO WHICH IT IS MOUNTED.
- \* LETTERS ARE MADE TO FULLY ENCLOSE CUSTOM NEON LIGHTING POWERED BY A 110 VOLT BALLAST (OR BALLASTS) MOUNTED WITHIN THE RACEWAY.
- \* ALL WIRING TO SIGN AND PANEL MUST BE TO CODE.
- \* SEPARATE TIME CLOCK TO SIGN IS REQUIRED.
- \* SIGN MUST BE U.L. APPROVED.
- \* TENANT OR CONTRACTOR MUST OBTAIN ALL NECESSARY PERMITS AND APPROVALS PRIOR TO INSTALLATION.
- \* TENANT MUST OBTAIN LANDLORD'S WRITTEN APPROVAL PRIOR TO INSTALLATION OF ALL SIGNS.
- \* SIGN MUST BE MOUNTED TO BUILDING OR FACADE WITHOUT CAUSING DAMAGE OR ALTERATIONS TO THE BUILDING OR FACADE.
- \* UPON REMOVAL OF SIGN, TENANT SHALL RESTORE BUILDING AND / OR FACADE TO ITS ORIGINAL CONDITION.

TENANT AGREES THAT ANY SIGN INSTALLED WITHOUT LANDLORD'S PRIOR WRITTEN CONSENT MAY BE REMOVED BY LANDLORD AT ANY TIME WITHOUT NOTICE TO TENANT AND TENANT IS RESPONSIBLE FOR

## EXHIBIT "C"

### LANDLORD'S CONSTRUCTION SPECIFICATIONS

**LANDLORD'S IMPROVEMENTS:** Landlord shall, at its sole cost and expense, construct the initial construction improvements as set forth in this Exhibit "C" ("Vanilla Shell Improvements"). All work shall be done using new materials and equipment, subject to existing conditions that are to remain and shall be performed in a quality workmanlike manner. ~~Landlord shall not be required to complete any other improvements to the Rental Space or on behalf of Tenant.~~ Tenant at its sole cost and expense shall complete all other improvements to the Rental Space for Tenant's use and occupancy all in accordance with the applicable governmental regulations and Articles of the Lease.

- A. Construct vanilla shell improvements building in accordance with approved Landlord and Tenant's construction plans.
- B. Furnish a continuous smooth concrete slab floor throughout the Rental Space.
- C. Furnish the existing storefront in good operating conditions, including all hardware and closure mechanisms.
- D. Furnish and construct side demising walls to the underside of the roof deck sheetrocked taped, spackeled and sanded to maintain one (1) hour fire rating and ready for Tenants paint or finish.
- E. Furnish and install on rear outside wall a fire-rated hollow-core metal door and frame, including all hardware, with combination metal lock bar and panic devices.
- F. Furnish and install an individual electric meter, copper service wire(s), and rigid metal conduit to service a 120/ 240 volt...service required to operate the Rental Space as contemplated by the Lease.
- G. Furnish and install an individual water meter.
- H. Furnish and install an electrical panel on the rear demising wall within the Rental Space, (with a minimum of thirty (30) spaces and twenty-five (25) circuit breakers) and a seven (7) day automatic timeclock for Tenant's exterior storefront sign.
- I. Furnish and install rigid electrical conduit an access panel, chases, and/or junction boxes (within five feet (5') of the centerpoint of Tenant's store front) to connect to Tenant's storefront sign.
- J. If required by any applicable construction Codes, furnish and install any: fire sprinkler system, emergency and exit lighting. (Not including fire extinguishers or fire suppression systems required for Tenant's use and occupancy).
- K. Furnish and install a complete (Heating, Ventilation Air Conditioning) HVAC system with gas heat (if serviced by natural gas), including ductwork diffusers and return air vents and thermostat sized approximately one (1) ton of cooling capacity per 400 square feet of the Rental Space to heat and cool the General Gross Rental Space, not including Tenant's changes to the floor plan requiring upgrades to the system.
- L. Install two (2) restrooms, ready for Tenant's paint and floor covering. Restrooms shall include all walls, doors (three foot zero inch (3' - 0")), ceiling, lighting, hardware and all accessories (including a mirror and paper holder). Restrooms shall be ADA compliant and shall be fixtures as per the requirements for the size of the Rental Space.
- M. Furnish and install an electric in-line instant-on water heater in restrooms or a single six (6) gallon water heater for all hot water service.
- N. Furnish and install two foot by four foot (2' x 4') white standard commercial grade acoustical drop-in tiles throughout the Rental Space.
- O. Furnish and install two foot by four foot (2' x 4') recessed fluorescent light fixtures throughout the Rental Space with standard acrylic lens, four (4) cool white T-8 lamps per fixture, symmetrically positioned and spaced.

Landlord may change or substitute any and all materials (with Tenant's consent not be unreasonably withheld, delayed or conditioned) provided that Landlord delivers the Rental Space to Tenant in

## EXHIBIT "D"

### DISCLOSURES

**Shopping Center:** Country Club Plaza  
5275 Babcock Street  
Palm Bay, Florida 32907

**Landlord:** Triangle IV, LLLP  
26 Park Place West - 2nd Floor  
Morristown, New Jersey 07960-3944

**Tenant:** Brevard Workforce Development Board, Inc.  
597 Haverty Court – Suite 40  
Rockledge, Florida 32955

**RADON GAS:** Pursuant to Florida Statutes, § 404.056 (8), every prospective purchaser of any building and every prospective tenant of any building, is hereby notified prior to or at the time of the execution of a Contract for Sale and Purchase or the execution of a Rental Agreement for any building of the following:

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."

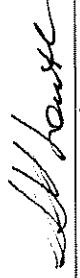
**AGENCY AND COMPENSATION:** Pursuant to Florida statutes, § 475.25 (1) (g) and rules 21V-10.033 and 2-13.003(2), Florida Administrative Code, Richard Roccesano, Executive Vice-President for Mark Properties, Inc. hereby gives Notice to Brevard Workforce Development Board, Inc. that Mark Properties, Inc. is the agent and sales representative of Triangle IV, L.L.L.P. and Brian L. Lightle is a sales representative of Lightle Commercial, Inc., co-broker. The agent and co-broker are being paid by said seller or landlord.

**RECEIPT OF NOTIFICATION:** The undersigned Tenant hereby acknowledges receipt of the above Notification regarding Radon Gas and Agency and payment relationships, prior to or at the time of the execution of a Contract for Sale and Purchase or Rental Agreement.

Attest:

Tenant:  
BREVARD WORKFORCE DEVELOPMENT  
BOARD, INC.

  
As to Tenant \_\_\_\_\_, Title

By:   
Lina H. Smith, President

Dated: May 1, 2003

**EXHIBIT "E"**

**TERM/COMMENCEMENT AGREEMENT**

Term/Commencement Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

**BY AND BETWEEN**

**LANDLORD:**  
Triangle IV, LLLP  
26 Park Place West-2nd Floor  
Morristown, New Jersey 07960-3944  
TEL. (973) 538-7111 - FAX: (973) 538-2116

**TENANT:**  
Brevard Workforce Development Board  
597 Haverty Court - Suite 40  
Rockledge, Florida 32955  
TEL. (321) 504-2060 - FAX: (321) 504-2065

**RENTAL SPACE:** Approximately 17,000 ± square feet to be determined and verified by a final plan approved by Landlord and Tenant (hereafter called "Rental Space") located at Country Club Plaza, 5275 Babcock Street, Palm Bay, Florida. (Brevard County).

This Lease Commencement Agreement hereby modifies certain Articles in the Lease and shall be considered an addition to and become part of the Lease Agreement between the parties. If any provision of this document shall be in conflict with the Articles of the Lease, then the provisions set forth herein shall prevail and take precedence.

WHEREAS, Landlord and Tenant, intending to be legally bound, desire to modify and amend the Lease between the parties dated \_\_\_\_\_ 2003 (the "Lease");

NOW THEREFORE, in consideration of the Rental Space and mutual covenants contained herein, the adequacy of which is hereby acknowledged, Landlord and Tenant agree as follows:

- 1. **TERM/COMMENCEMENT DATE:** Landlord and Tenant hereby confirm and agree that the Lease Term described in Article 3 shall begin and end as set forth below:  
Beginning: \_\_\_\_\_ and Ending: \_\_\_\_\_
- 2. **MINIMUM BASE RENTAL:** The Minimum Base Rental as set forth in Article 4 "Minimum Base Rental" shall be adjusted as follows:

3. **BINDING.** This Agreement shall bind the parties hereto and their respective heirs, legal representatives, administrators, successors and lawful assigns.

Except as modified and amended by this Agreement, all other terms and conditions of the Lease shall remain unchanged and in full force and effect. Tenant takes this occasion to acknowledge and confirm that the Landlord has fully and properly performed all of its obligations and duties under or in respect of the Lease and Tenant has no claims or demands of any kind or nature whatsoever against Landlord.

**Witness/Attest:**

Landlord:  
**TRIANGLE IV, LLLP**  
**BY MARK PROPERTIES, INC., its Managing Agent**

By: \_\_\_\_\_  
Richard Roccasano, Executive Vice President

As to Landlord

Tenant:  
**BREVARD WORKFORCE DEVELOPMENT BOARD, INC.**

As to Tenant \_\_\_\_\_, Title \_\_\_\_\_

By: \_\_\_\_\_, President

RECEIVED

MAR 15 2004



*Linda*

212 West Main Street, Suite 300  
Durham, North Carolina 27701  
Tel (919) 688-8006  
Fax (919) 688-7055  
email: mpnc@MarkProperties.Com

March 10, 2004

Linda South  
Brevard Workforce Development Board  
597 Haverty Court – Suite 40  
Rockledge, FL 32955

**Re: Country Club Plaza  
Palm Bay, Florida  
Commencement Agreement**

Dear Linda:

Enclosed please find four (4) executed copies of the Commencement Agreement pursuant to our phone conversation and your fax dated March 4, 2004. We went through the math and your calculations were for sixty-one (61) days, which was revised to sixty (60) days as reflected in the Agreement. If all is in order, please sign all four (4) copies and return two (2) executed copies to me for our files. I would like to take this opportunity to express our sincere appreciation for your tenancy and I believe that your space is top quality. If you have any questions, please feel free to give me a call.

*Returned  
3-19-04  
8x*

Regards,

**MARK PROPERTIES, INC.**

Richard Roccesano  
Executive Vice President

RR/mc

cc: Troy Gordon  
Barbara Mackes

c:\mydocuments\triv\countryclub\lindasouth\trrecommencement3.10.04.doc

*New Jersey Office*

26 Park Place West - 2nd Floor - Morristown, New Jersey 07960 • Tel (973) 538-7111 • Fax (973) 538-2116  
email: mpnc@MarkProperties.Com



**TERM/COMMENCEMENT AGREEMENT**

made this 10<sup>th</sup> day of March, 2004.

BY AND BETWEEN

**LANDLORD:**  
Triangle IV, LLLP  
26 Park Place West-2nd Floor  
Morristown, New Jersey 07960-3944  
TEL. (973) 538-7111 - FAX: (973) 538-2116

**TENANT:**  
Brevard Workforce Development Board  
597 Haverty Court - Suite 40  
Rockledge, Florida 32955  
TEL. (321) 504-2060 - FAX: (321) 504-2065

**RENTAL SPACE:** Approximately 17,944 square feet (hereafter called "Rental Space") located at Country Club Plaza, 5275 Babcock Street, Palm Bay, Florida. (Brevard County).

This Lease Commencement Agreement hereby modifies certain Articles in the Lease and shall be considered an addition to and become part of the Lease Agreement between the parties. If any provision of this document shall be in conflict with the Articles of the Lease, then the provisions set forth herein shall prevail and take precedence.

WHEREAS, Landlord and Tenant have completed the contemplated improvements (the "Improvements") to the Rental Space pursuant to their respective obligations as defined in the Lease; and,

WHEREAS, Landlord and Tenant desire to confirm the actual size of the Rental Space, the Term/Commencement Date and the Minimum Base Rent schedule; and,

WHEREAS, Landlord and Tenant, intending to be legally bound, desire to modify and amend the Lease between the parties dated April 30, 2003 (the "Lease");

NOW THEREFORE, in consideration of the Rental Space and mutual covenants contained herein, the adequacy of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **RENTAL SPACE:** Landlord and Tenant hereby confirm that the size of the Rental Space has been verified by Tenant's State of Florida Interior Designer and Engineers, as 17,224 square feet of ground floor area and 720 square feet of mezzanine floor area for a total Rental Space of 17,944 square feet as shown on Exhibit "A-1" attached hereto. Exhibit "A-1" shall be deemed to have replaced Exhibit "A" of the Lease.

**TERM/COMMENCEMENT DATE:** Landlord and Tenant hereby confirm and agree that the Lease Term described in Article 3 shall begin and end as set forth below:

Beginning: December 18, 2003 and Ending: December 31, 2008

3. **MINIMUM BASE RENTAL:** The Minimum Base Rental as set forth in Article 4 "Minimum Base Rental" shall be adjusted as follows:

December 18, 2003 through February 15, 2004:	\$	0.00
February 16, 2004 through February 29, 2004:		5,414.14
March 1, 2004 to December 31, 2008:		11,215.00 per month

Tenant's obligation for Additional Rent defined in Article 5 (Real Estate Taxes) and Article 6 (Common Area Maintenance) plus Florida State Sales Tax, if required, shall commence as of December 18, 2003 and shall be subject to periodic adjustment.

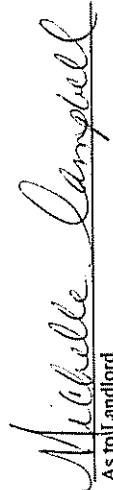
Tenant hereby represents and confirms that its Consumer's Certificate of Exemption number is: 15-17-059686 and that such Certificate relieves Landlord of any obligation to collect Florida State Sales Tax from Tenant.

4. **LANDLORD'S IMPROVEMENTS:** Tenant hereby confirms that Landlord has constructed and completed the Improvements to the Rental Space in accordance with the plans and specifications defined in applicable articles of the Lease and prepared by Tenant's State of Florida Interior Designer and Engineers. Tenant accepts the Rental Space as suitable for its intended use, subject to a reasonable punchlist submitted by Tenant and approved by Landlord.

5. **LANDLORD'S IMPROVEMENT ALLOWANCE:** Tenant hereby confirms that Landlord has constructed and completed Tenant's Improvements as defined in Article R-62 of the Lease and that all improvement costs in excess of Landlord's Improvement Allowance have been or will be paid for by Tenant pursuant to the Lease and construction documents of Cavalier Construction and Development, Incorporated.

6. **BINDING:** This Agreement shall bind the parties hereto and their respective heirs, legal representatives, administrators, successors and lawful assigns. Except as modified and amended by this Agreement, all other terms and conditions of the Lease shall remain unchanged and in full force and effect. Tenant takes this occasion to acknowledge and confirm that Landlord has fully and properly performed all of its obligations and duties under or in respect of the Lease and Tenant has no claims or demands of any kind or nature whatsoever against Landlord.

tness/Attest:

  
As to Landlord

Landlord:  
TRIANGLE IV, LLLP  
BY MARK PROPERTIES, INC., its Managing Agent

By:   
Richard Roccesano, Executive Vice President

Tenant:  
BREVARD WORKFORCE DEVELOPMENT  
BOARD, INC.

**TERM/COMMENCEMENT AGREEMENT**

made this 10<sup>th</sup> day of March, 2004.

**LANDLORD:**

Triangle IV, LLLP  
26 Park Place West-2nd Floor  
Morristown, New Jersey 07960-3944  
TEL: (973) 538-7111 - FAX: (973) 538-2116

**TENANT:**

Brevard Workforce Development Board  
597 Haverly Court - Suite 40  
Rockledge, Florida 32955  
TEL: (321) 504-2060 - FAX: (321) 504-2065

**BY AND BETWEEN**

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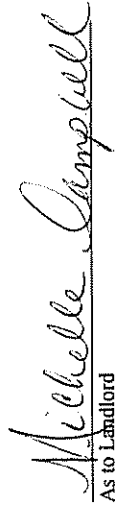
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**Witness/Attest:**

  
As to Landlord

Landlord:  
**TRIANGLE IV, LLLP**  
BY MARK PROPERTIES, INC., its Managing Agent

By:   
Richard Roccesano, Executive Vice President

Tenant:  
**BREVARD WORKFORCE DEVELOPMENT BOARD, INC.**

