



Downtown Façade and Building Stabilization Program

APPLICATION

Subject Property Information:

Project Address: 400B Pittman Street
Orlando, FL 32801

CRA Planning Area: CBD Eola X Parramore Heritage Uptown

Project Type: X Façade Improvements X Building Stabilization Improvements

Parcel ID Number(s): 26-22-29-7124-00-081

City Zoning: 4800 - Warehousing O-2/T/PH

Applicant:

Name: Dru Dalton

Business Name: Real Thread

Mailing Address: 1122 Solana Ave
Winter Park, FL 32789

Phone Number: 407.679.3895 Fax Number: 866.453.3434

Email Address: dru@realthread.com

Property Owner (if different than Applicant):

Name: Pittman Street, LLC

Mailing Address: 250 East Colonial Drive, Suite 300
Orlando, FL 32801

Phone Number: 407.206.9412 Fax Number: 407.425.6345

Email Address: jkk@keatlaw.com



Real Thread is a custom screen printing business working specifically with creatives, designers, clothing lines and technology companies. Current clients range from Rollins to Google, from New York to California. This building will serve as the new headquarters for Real Thread who has specifically sought out this location in anticipation of Creative Village. Being a design centered company in Orlando, this location and Creative Village only made sense for Real Thread as a new headquarters. Elements of the building improvements include new paint inside and out, adding ADA lift access, a new glass front entrance, new awnings and doors, exterior lighting, signage, 20 tons of HVAC and a completely new 600 amp electrical service. Needless to say, it's going to be a completely renovated creative environment inside and out for Real Thread and the surrounding Orlando creative community.

TOTAL PROGRAM FUNDING REQUESTED \$ 40,000



Downtown Façade and Building Stabilization Program

APPLICATION SIGNATURE


The Applicant, Dr. Dalton, assures that the information submitted as part of this application package, as well as any subsequent information submitted for review by Community Redevelopment Agency Staff, the Façade Grant Review Committee, the Community Redevelopment Agency Advisory Board, and the Community Redevelopment Agency is true and correct, and that all information and documentation submitted, including this application and attachments, is deemed public record under the Florida Public Records Law, Chapter 119 of the Florida Statutes. Falsification or omission of information will result in rejection of the application. In addition, you may be subject to prosecution under Orlando City Code Section 43.16, False Information. The Downtown Orlando Community Redevelopment Agency (CRA) maintains the right to request any additional information needed to process this Application.

If the Applicant is awarded funding from the Downtown Façade and Building Stabilization Program, the Applicant agrees that it will enter into a Funding Agreement with the CRA with terms relating to, among other things, the CRA's right to receive re-payment of program funds, the CRA's right to review and audit any and all records related to the Agreement, and the CRA's payment of program funds only upon completion of the project as approved. In case of a default in terms of the Agreement, the Applicant may be responsible for repayment of distributed funds.

By signing below, the Applicant authorizes the City of Orlando to request criminal background checks from local, state, and federal agencies. Please note that a criminal background check is conducted on every applicant and that review of this application is contingent upon satisfactory completion of a criminal background check.

By signing below, the Applicant/Property Owner acknowledges that they have read and agree to the Downtown Façade and Building Stabilization Program policies, procedures, and conditions.

Applicant Signature:  Date: 11/08/13

Property Owner Signature:  Date: 6/20/13



Downtown Façade and Building Stabilization Program

Owner's Affidavit

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned personally appeared:

(Print Name) JOHN KINGMAN KEATING, who duly sworn, upon oath, deposes and says:

That he/she is the owner, or duly authorized representative of the owner, of certain property located at:

400 B Pittman Street, Orlando FL 32801 (Address)

(Legal Description)

That Dru Dalton (Applicant) operates or intends to operate a business at the above location.

That the Applicant and his contractors or agents have permission to implement the improvements listed of the Downtown Façade and Building Stabilization Program (the "Application") dated June 20, 2013.

By signing this Affidavit, I hereby waive any claim against the City of Orlando (the "City") or the Community Redevelopment Agency (the "CRA") arising out of the use of said grant funds for the purposes set forth in the Application. I further agree to hold the City and CRA harmless for any charges, damages, claims, or liens arising out of the Applicant's participation in the Downtown Façade and Building Stabilization Program.

FURTHER AFFIANT SAVETH NOT.

[Signature]
Signature of Affiant

Title if Affiant is acting on behalf of a corporation, LLC, or partnership

STATE OF Florida

COUNTY OF Orange

Sworn to and Subscribed before me this 20th day of June, 2013, by John Kingman Keating, who is the owner, or a duly authorized representative of the owner, of the above-referenced property, and who is personally known to me or has produced _____, as identification.

[Signature]
Notary Public

My Commission Expires: _____

[NOTARY STAMP]



D. BRUCKS
MY COMMISSION # DD 917047
EXPIRES: September 10, 2013
Bonded Thru Budget Notary Services



CITY OF ORLANDO

MINOR CERTIFICATE OF APPEARANCE APPROVAL

CASE #: ARB2013-00095

SITE ADDRESS: 400 Pittman St

APPLICANT: DRU DALTON
1122 SOLANA AVENUE
WINTER PARK, FL 32789

OWNER:

The Orlando Appearance Review Board grants permission on this date to the above referenced applicant to secure the appropriate permits for the purpose stated below:

Staff recommends APPROVAL, subject to the following conditions:

1. The graphic 'R' on the wall qualifies as signage per Orlando City Code. All signage must meet applicable zoning rules in the Code, Chapter 64. ARB approval is for concept and appearance only, and does not constitute permit approval.
2. Chapter 64 of the City Code prohibits roof signs; the graphic 'R' proposed on the roof qualifies as a roof sign and is not allowed.
3. The building pedestrian entrances in the east elevation of the building projection is minimized by the dark color of the wall. Select lighter color(s) for this wall in order to contrast with the north elevation and to highlight the entrance. Color selection will be reviewed by staff at time of permitting.
4. Rooftop HVAC equipment must be screened; setback from the building edge is inadequate in this highly visible location. Please select rooftop screening system (louvered panels, solid fencing, etc.) to completely enclose the equipment.

This Certificate of Appearance Approval does not constitute final development approval. The applicant is responsible for obtaining all necessary permits and approvals from applicable departments before initiating development.

Certificate of Appearance Approval executed January 21, 2014, for and relative to the above referenced site. This Certificate of Appearance Approval will expire one year from date of issuance.

for Ken Pelham 1/21/2014
Richard Forbes
Appearance Review Official



Dru Dalton
Real Thread
Orlando, FL

August 2, 2013

Re: Proposal – Exterior Improvements – Real Thread – 400 Pittman St., Orlando, Fl 32801

Dear Dru,

Thank you for the opportunity to propose the above referenced construction project. Our promise is to provide you with quality professional construction services including labor, materials, supervision, general liability insurance, worker's compensation insurance and builders risk insurance for your project. Our job is to ensure that everyone is properly performing their jobs, making sure timelines are met, contracts are abided by and funds are protected. We will manage all subcontractor's, monitoring their insurance certificates, licensing and provide you with all Final Releases of Lien and a Contractor's Affidavit at the completion of the project.

The Hagedorn Group, LLC proposes to furnish the material and labor necessary to complete the above referenced job for the Total Job Cost: **\$105,968.00**. We assure you that our services will provide for the successful management of this project and we are confident in our ability to exceed your expectations. We look forward to starting work and are at your disposal for questions and further information.

The following is a list of key features included for the project:

- Patch existing asphalt parking area, install new seal coat, striping, parking bumpers adjacent to building according to plan.
- Install required foundation for new wood entry deck.
- Install new wood entry deck with integrated ADA lift per plan.
- Install new storefront glass assembly at new entry per plan.
- Re-work existing canopies at exterior using Macrolux polycarbonate material per plan.
- Install new HVAC system including (3) RTU's complete duct system per mechanical plans.
- Paint exterior of Real Thread portion of building only; includes pressure cleaning, (2) finish coats of exterior latex paint, deck stain.

Clarifications:

- Building permit fees are included.
- Architectural and engineering fees are excluded.
- Signage is excluded.

We look forward to working with you on this project.

Sincerely,

Craig Hagedorn

Proposal accepted by: _____ Date: _____

SCHEDULE OF VALUES

EXTERIOR IMPROVEMENTS

(8/2/13)

REAL THREAD HEADQUARTERS

400 W. PITTMAN ST.

ORLANDO, FL

A	B	C
Item No.	Description of Work	Scheduled Value
1	PAVING & STRIPING	\$3,854.00
2	CONCRETE	\$783.00
3	CARPENTRY	\$7,930.00
4	DOORS, FRAMES, HARDWARE & STOREFRONT GLASS	\$7,480.00
5	AWNINGS	\$4,515.00
6	PAINTING	\$7,397.00
7	HVAC	\$64,699.00
8	ADA LIFT	\$9,310.00
TOTAL		\$105,968.00



PATENAUDE & ASSOCIATES, INC



10612 McCulloch Dr
Orlando, FL 32817
License # CG C057811

<http://www.Patenaude.cc>

Phone: 407.740.0391
Fax: 407.740.0791
Email: mail@Patenaude.cc

Renovation Proposal

Prepared For:

Real Thread
400 W. Pittman St., Orlando, FL



Prepared by:

Patenaude & Associates, Inc.
Peter Patenaude
President
Peter@Patenaude.cc
(407) 466-3769

Renovation Proposal

Patenaude & Associates, Inc. has reviewed all proposed work to be done at *Real Thread* locater at *400 W. Pittman St., Orlando FL*. The following Scope of Work is designed to address items and make improvements in the areas where specified.

The bidder agrees to provide all materials, labor, tools, equipment, and scaffolding required to complete the work described. The proposal shall include all necessary taxes, cleanup, disposal, and all other costs necessary to complete the work described.

Scope of Work

- Patch existing asphalt, add new seal coat, striping, bumpers, according to plan
- Provide all concrete work necessary
- Install new deck with ADA lift according to plan
- Install new storefront glass according to plan
- Re-work existing awnings according to plan
- Install new HVAC system according to plan
- Exterior Paint - pressure clean, two finish coats of exterior latex paint of Real Thread portion of building only
- Stain deck

Base bid for the above mentioned scope of work is proposed in the amount of One hundred ten thousand, three hundred sixty-two dollars and 00/100 (**\$110,362.00**)

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

Patenaude & Associates, Inc.
Authorized Signature

Date

Real Thread
Authorized Signature

Date

Real Thread

August 22, 2013



Liberty Home Services, Inc.

P.O. Box 780392,
Orlando, FL 32878-0392.

Phone (407) 641-5084

Fax (407) 277-9135

State corp #P990000131376

Lic # 1816-1067147

AUG 12TH 2013

REAL THREAD HEADQUARTERS
400 PITTMAN ST
ORLANDO FL

ESTIMATE

Description of work	AMT
1. PAVING AND STRIPING INCLUDE CURBING	\$5,485.00
2. CONCRETE	\$1,570.00
3. CARPENTRY INCLUDE ALL NECESSARY DEMO AND PREP	\$9,275.00
4. DOORS, FRAMES, HARDWARE AND STORE FRONT GLASS	\$9,875.00
5. AWNING, BRACE BRACKET	\$6,367.00
6. PAINTING, INCLUDE PRIMING (ELASTOMERIC ON EXTERIOR)	\$8,781.00
7. HVAC INCLUDE, ENERGY CAL WITH HIGH EFF UNIT (13 SEER)	\$75,090.00
8. ADA LIFT TO MEET NSF AND FBC CODE	\$12,868.00

COLLECTION COSTS

In the event that it become necessary to retain legal counsel in order to collect payment from buyer as provided in this agreement, Liberty Home Service shall be entitled to its reasonable attorneys fee and cost of collection incurred, in addition to the amount due and owing to Liberty Home Service.

BUYER

BUYER

WITNESS

Ramesh Herman

Ramesh Herman
President.

Champion Htg & A/C, Inc.



P O Box 5495
Winter Park, FL. 32793
(407) 679-3880
Fax (407) 323-7527

championac@bellsouth.net
FL. STATE CERT. CAC043950
Since 1980

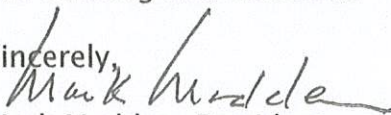
10-21-13

Real Thread Bldg.
411 Pittman st.
Orlando fl.

RE: Current HVAC Status

Existing A/C units are 20 yrs.+ in age, Have been vandalized and are of
No value to the tenant. The proposed use requires 20 tons of A/C, 5tons
Are existing and unuseful.

Sincerely,



Mark Madden, President.

List of Possible Contractors

Orlando Electric

Champion Heating & Air

Westbrook Services

Affordable Quality Painting

Keating Glass

Central Florida Spray Foam

Joseph, Lawrence & Co Engineers



Dru Dalton | Real Thread

3:51 PM (1 hour ago)



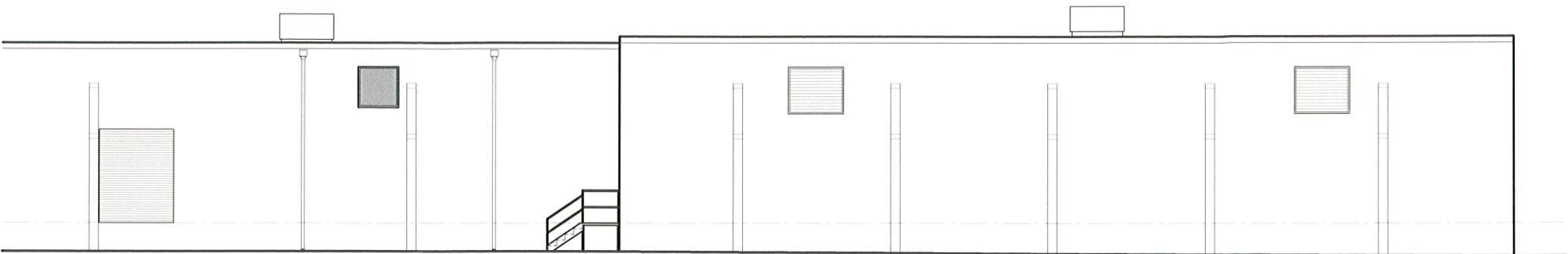
Also, the difference in the project total of \$300,000 as listed in the Grant Application and the \$110,000 bids is all interior buildout. This includes new ADA restrooms, all new electrical system, all new lighting, etc.

Thanks again Mercedes!

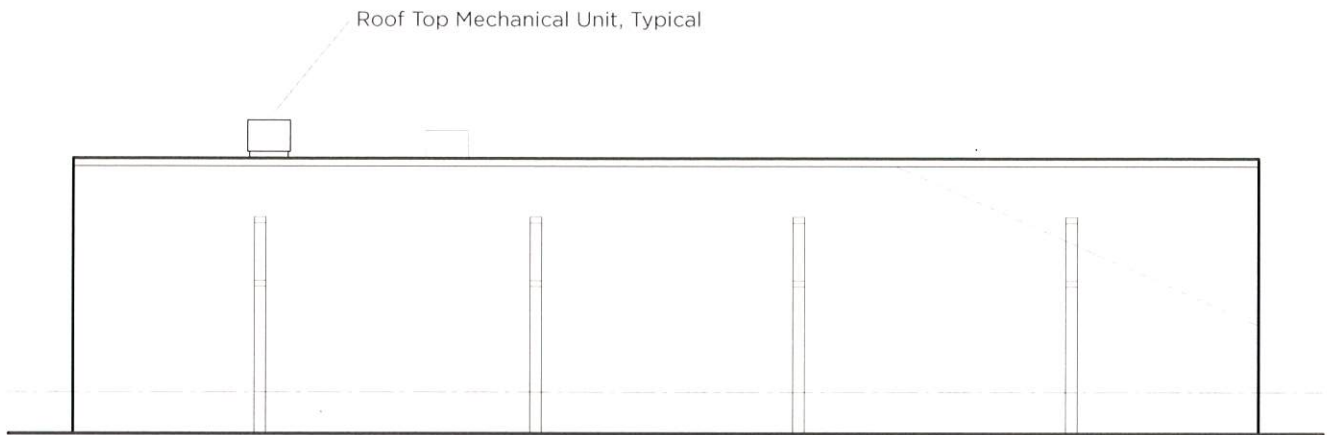
Dru

Dru Dalton | chief threader | www.realthread.com

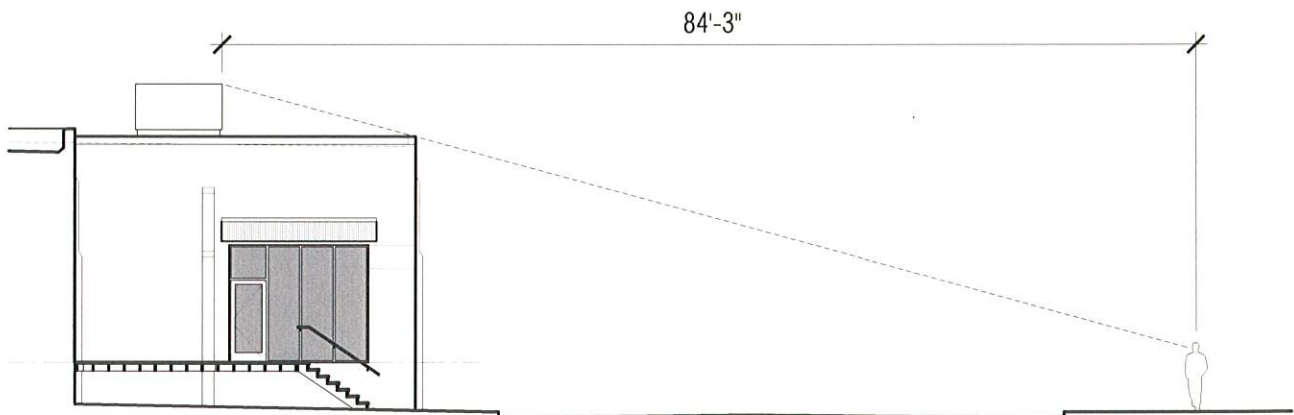
p [407.679.3895](tel:407.679.3895) | c [312.343.5847](tel:312.343.5847) | @RealThread | @DruDalton



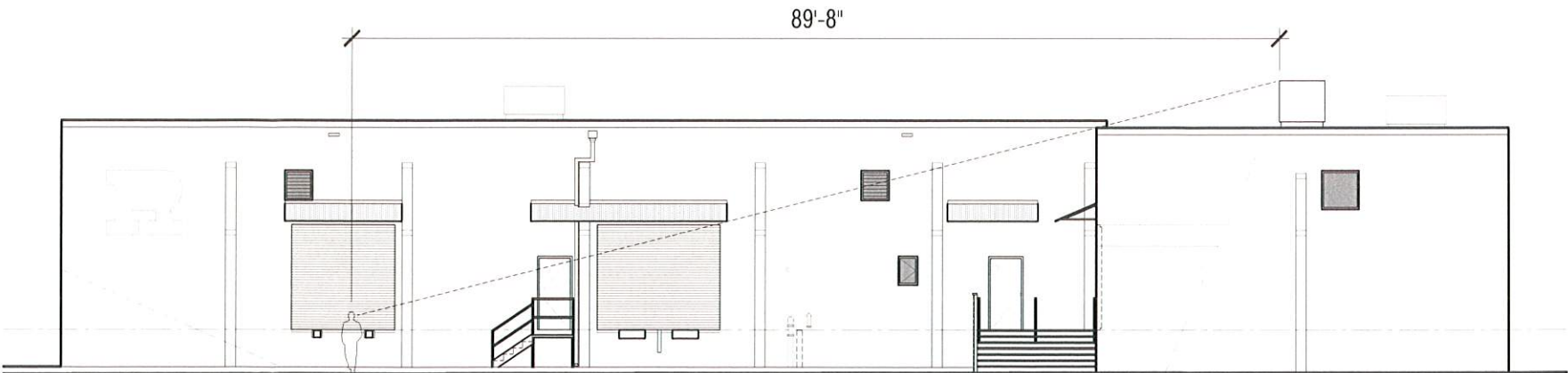
South Elevation



Partial East Elevation



Partial East Elevation



North Elevation



Real Thread World Headquarters
400 Pittman Street
Orlando, FL 32801

C U B E

www.cubedesignresearch.com
30 Kneeland Street, 4th Floor
Boston, MA 02111
617 848 2602



Sherwin Williams
Inkwell
6992



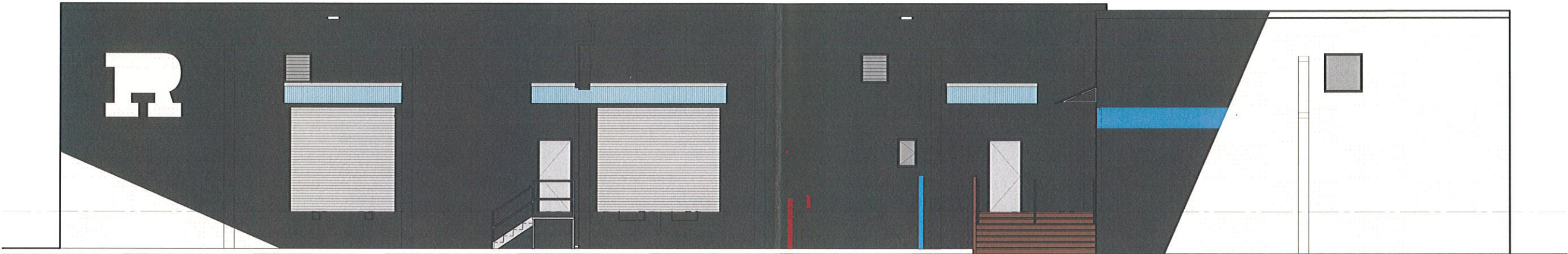
Canopies:
Macrolux - Superlife
Five Wall Polycarbonate
25mm thick
Blue/Opal



Sherwin Williams
Dynamic Blue
6958



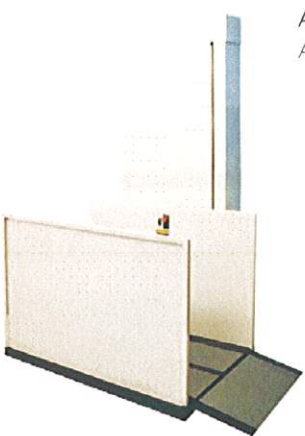
Sherwin Williams
Extra White
7006



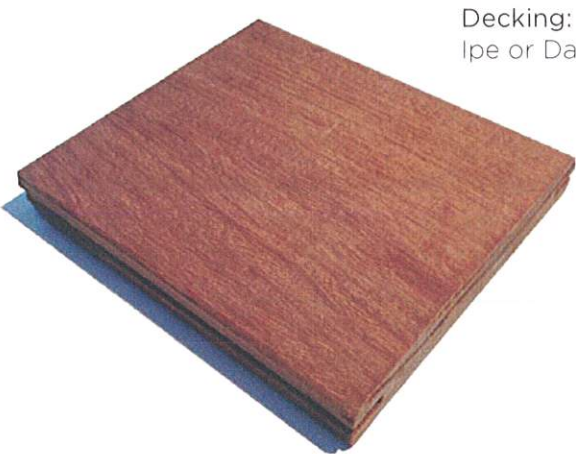
North Elevation - Proposed building face-lift



Personnel & Roll-up Doors:
Sherwin Williams
Krypton
6247



ADA Lift:
AmeriGlide Hercules II



Decking:
Ipe or Dark Cumaru

Windows:
Vistawall Series 3000
Thermal MultiPlane
- thermally-broken
aluminum storefront
system with 1" insulated
Low-E clear glazing and
bronze anodized finish.



Real Thread World Headquarters
400 Pittman Street
Orlando, FL 32801



Real Thread World Headquarters
400 Pittman Street
Orlando, FL 32801

Existing building as viewed from N. Hughey Avenue looking west down Pittman Street



Proposed building face-lift as viewed from N. Hughey Avenue looking west down Pittman Street



Real Thread World Headquarters
400 Pittman Street
Orlando, FL 32801



View of existing building from I-4 heading south on W. Amelia Street on-ramp



Real Thread World Headquarters
400 Pittman Street
Orlando, FL 32801



View of proposed building face-lift from I-4 heading south on W. Amelia Street on-ramp



Real Thread World Headquarters
400 Pittman Street
Orlando, FL 32801



Existing building as viewed from the corner of N. Hughey Avenue and Pittman Street



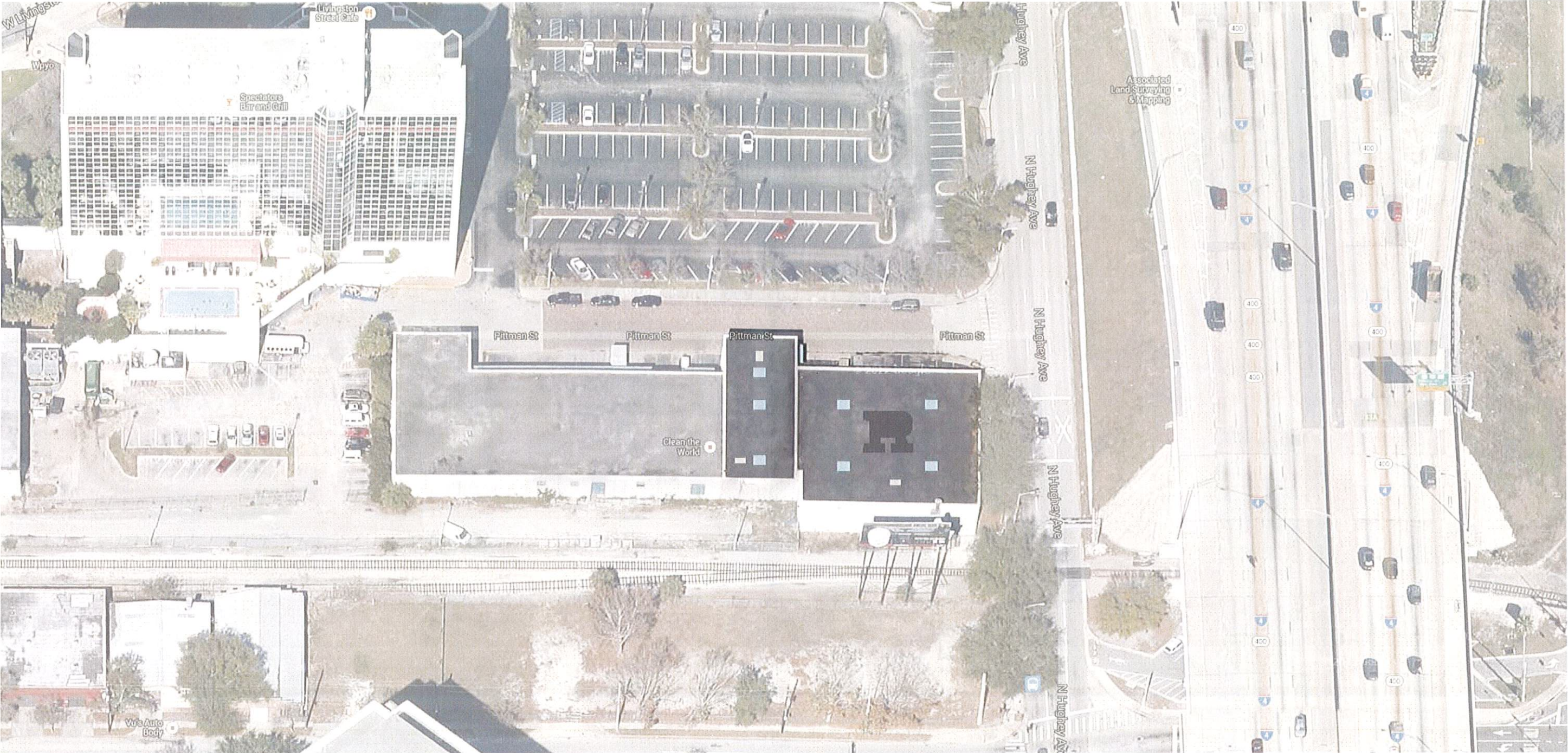
Real Thread World Headquarters
400 Pittman Street
Orlando, FL 32801



Proposed building face-lift as viewed from the corner of N. Hughey Avenue and Pittman Street



Real Thread World Headquarters
400 Pittman Street
Orlando, FL 32801



Aerial view of 400 Pittman Street - the new home to Real Thread



Real Thread World Headquarters
400 Pittman Street
Orlando, FL 32801

Legend:

 Skylights

 Roof top mechanical units

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "Lease") is made and entered into this 10th day of December, 2012, by and between Pittman Street, LLC, a Florida limited liability company (the "Landlord"), and Real Thread, Inc., a Florida corporation (the "Tenant"), for the transfer of certain leasehold interests and the possession, occupancy and use of the Premises, as hereinafter described.

WITNESSETH:

WHEREAS, Landlord desires to lease unto Tenant the Premises for the period and under the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the premises and mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby mutually acknowledged, Landlord agrees to lease unto Tenant and Tenant agrees to lease, rent and possess the Premises upon the following terms and conditions:

ARTICLE I - DEFINITIONS

1.1 Definitions. The following terms shall, throughout this Lease have the definition set forth adjacent to them below:

- (a) "Additional Rent" shall mean all charges payable by Tenant other than Base Rent.
- (b) "Base Rent" shall have the meaning specified in Section 5.1.
- (c) "Building" shall mean that certain building structure and related improvements, facilities and systems located on the Property with a common street address of 400 Pittman Street, Orlando, Florida 32801 and within which is situated the Premises.
- (d) "Commencement Date" shall mean the 1st day of December, 2012.
- (e) "Governmental Requirement" means any law, ordinance, order, rule, regulation, restriction, covenant or requirement of a Governmental Authority.
- (f) "Governmental Authority" means the authority of the United States, the State of Florida, any political subdivision thereof, any municipality or city, any county, any school board, or any private (non-governmental) association, corporation, board or entity, and any agency, department, commission, board, bureau or instrumentality of any of them, including, without limitation, any such authority which exercises jurisdiction over the Property or the acquisition, improvement, construction, development, use, occupancy or operation thereof.
- (g) "Landlord" shall mean Pittman Street, LLC, a Florida limited liability company.
- (h) "Landlord's Broker" shall mean Morrison Commercial Real Estate.
- (i) "Lease Term" shall have the meaning specified in Section 3.1

(j) "Operating Expenses" shall mean all of Landlord's expenses for operation, repair, replacement and maintenance to keep the Premises, Building and Property in good order, condition and repair, including, without limitation, management or administrative fees; utilities; stormwater discharge fees; license, permit, inspection and other fees; fees and assessments imposed by any covenants or owners' association; security services; maintenance, repair and replacement of the driveways, parking areas, exterior lighting, landscaped areas, walkways, curbs, drainage strips, sewer lines, exterior walls, foundation, structural frame, roof and gutters; and the cost and expense of all hazard, casualty, public liability, flood, and any other type of insurance which the Landlord obtains in connection with the Premises, Building and Property. The cost of any capital improvement shall be amortized over the useful life of such improvement (as reasonably determined by Landlord), and only the amortized portion shall be included in Operating Expenses. Operating Expenses shall not include the cost of individual tenant improvements; leasing commissions; or any Operating Expenses which are charged directly to another tenant of the Building or Property.

(k) "Premises" shall mean that certain space located within the Building which the parties agree contains a Rentable Area of approximately 15,000 square feet, which is outlined on the floor plan or sketch attached hereto as Exhibit "A" and made a part hereof and commonly known as Suite "400B".

(l) "Prime Rate" shall mean the per annum interest rate publicly announced as its prime or base rate by a federally insured bank selected by Landlord in the State of Florida.

(m) "Property" shall mean that certain parcel of real property upon which the Building is located.

(n) "Renewal Term" shall mean the period of any renewal term of the Lease as described in the Renewal Option Addendum attached hereto as Exhibit "D" and made a part hereof.

(o) "Rent" or "rent" shall mean Base Rent, Additional Rent and all other sums due under this Lease as the context so permits.

(p) "Rentable Area" shall mean that portion of the Building, measured in square feet, potentially available for rental, which the parties agree is approximately 15,000 square feet.

(q) "Rent Commencement Date" shall mean the 15th day of May, 2013.

(r) "Rules and Regulations" shall mean the common rules and regulations adopted from time to time, as the same may be amended, by the Landlord in connection with its operation of the Premises, Building and Property, which shall, in addition to the Lease, govern the Tenant's possession, use and occupation of the Premises, Building and Property, attached hereto as Exhibit "B" and made a part hereof.

(s) "Security Deposit" shall have the meaning specified in Article VI.

(t) "Taxes" shall mean the gross amount of all impositions, taxes, assessments (special or otherwise), water and sewer assessments or charges, and other governmental liens or charges

of any and every kind and nature whatsoever, including all ad valorem real property and other taxes or any other charge or amount required to be paid to any governmental or quasi-governmental body, agency or authority, all attributable in any manner to the Building, Property or the rents or income (however the term may be defined) receivable therefrom together with any reasonable expenses, including fees and disbursements of attorneys, tax consultants, arbitrators, appraisers, experts and other witnesses, incurred by Landlord in contesting any taxes or the assessed valuation of all or any part of the Building or the Property. Taxes shall not, however, include Landlord's federal or state income, franchise, inheritance or estate taxes.

(u) Tenant shall mean Real Thread, Inc., a Florida corporation.

(v) "Tenant's Broker" shall mean Fusilier Commercial.

(w) "Tenant Improvements" shall have the meaning specified in the Tenant Improvements Addendum attached hereto and made a part hereof as Exhibit "C".

(x) "Tenant Improvements Allowance" shall mean the sum of Ten Thousand Dollars (\$10,000.00).

(y) "Tenant's Proportionate Share" shall mean a fraction the denominator of which shall be the Rentable Area of the Building and the numerator of which shall be the Rentable Area of the Premises and is agreed by the parties to be forty-one and 67/100 percent (41.67%).

→ (z) "Termination Date" shall mean the 30th day of November, 2017.

ARTICLE II - LEASE OF PREMISES

Landlord leases unto Tenant, and Tenant does hereby rent, lease and take the Premises under this Lease for the period and according to the terms and conditions set forth herein.

ARTICLE III - LEASE TERM

3.1 Lease Term. The Lease Term is for a period of sixty (60) months commencing on the Commencement Date and ending on the Termination Date, unless postponed or sooner terminated in accordance with the terms this Lease. The Landlord shall be allowed to keep the existing tenant in the western portion of the Premises until the Tenant deliver written notice to the Landlord that the Tenant needs the area cleared to allow construction of the Tenant Improvements, but no earlier than February 15, 2013. Tenant acknowledges that Landlord must comply with the month-to-month and thirty (30) advance termination requirements of the lease by which the adjacent Tenant occupies the western portion of the Premises.

3.2 Early Occupancy. If Tenant occupies the Premises or any portion thereof prior to the Commencement Date, Tenant's occupancy of the Premises shall be subject to all of the provisions of this Lease. Early occupancy of the Premises shall not advance the Termination Date of this Lease. Tenant shall pay Base Rent, Additional Rent and all other charges specified in this Lease for the early occupancy period.

3.3 Holding Over. Tenant shall vacate the Premises upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord for and indemnify Landlord from and against all damages which

Landlord may incur for Tenant's delay in vacating the Premises. If Tenant does not vacate the Premises upon the expiration or earlier termination of this Lease and Landlord thereafter accepts rent from Tenant, Tenant's occupancy of the Premises shall be a "month-to-month" tenancy, subject to all of the terms and provisions of this Lease applicable to a month-to-month tenancy, except that the Base Rent shall be increased to two hundred percent (200.00%) of the monthly amount due under the last year of the Lease Term, prorated on a daily basis until Tenant surrenders possession as required by this Lease.

ARTICLE IV - THE PREMISES: USE AND CONDITION; AND PARKING

4.1 Use of Premises. Tenant shall use and occupy the Premises only for warehousing, light manufacturing, distribution, and related offices (if allowed under applicable Governmental Requirements) and for no other purpose or purposes, without Landlord's prior written consent, and all such uses are subject to the conditions, requirements or prohibitions contained in any applicable Governmental Requirement. Tenant shall have until February 8, 2013 (the "Tenant Improvements Approval Date") within which to confirm that: (a) the Tenant shall be allowed, pursuant to the applicable Governmental Requirements, to use the Premises for the foregoing intended use, and (b) that the cost of the Tenant Improvements shall not exceed One Hundred Fifteen Thousand Three Hundred Forty-Eight and 75/100 Dollars (\$115,348.75) (collectively the "Tenant Improvements Conditions"). If Tenant makes a determination that either or both of the Tenant Improvements Conditions cannot be met, then Tenant shall have the right to terminate this Lease by giving written notification on or before the Tenant Improvements Approval Date of the failure of either or both Tenant Improvements Conditions and Tenant's intention to terminate the Lease. If the foregoing Tenant Improvements Conditions are met or Tenant shall fail to provide the termination notice on or before the Tenant Improvements Approval Date, then the Tenant Improvements Conditions shall be deemed to have been met and Tenant's right to terminate this Lease pursuant to this Section 4.1 shall be cancelled.

4.2 Covenants of Tenant Regarding Use. Tenant shall (i) use and maintain the Premises and conduct its business thereon in a safe, careful, reputable and lawful manner, (ii) comply with all Governmental Requirements, now in force or which may hereafter be in force, including without limitation those which shall impose upon Landlord or Tenant any duty with respect to or triggered by a change in the use or occupation of, or any improvement or alteration to, the Premises, including, without limitation, the Americans with Disabilities Act, (iii) any protective covenants applicable to the Property which are in effect and as may hereafter be adopted and promulgated, and (iv) comply with and obey all reasonable directions of the Landlord, including, without limitation, the Rules and Regulations. Tenant shall not do or permit anything to be done in or about the Premises or common areas which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or Property or injure or annoy them. Landlord shall not be responsible to Tenant for the nonperformance by any other tenant or occupant of the Building or Property of its lease. Tenant shall not overload the floors of the Premises. Landlord and Tenant shall work together prior to the occupancy by Tenant to determine the thickness and carrying capacity of the floor in the Building. All damage to the floor structure or foundation of the Building due to improper positioning or storage of items or materials shall, at Landlord's option, be repaired by Landlord, and any such repairs (if initiated and completed by Landlord) shall be at the sole expense of Tenant, who shall reimburse Landlord therefore immediately upon demand. Tenant shall not cause, maintain or permit any outside storage on or about the Premises, including pallets or other refuse or materials, and Tenant shall pay the cost of removing any pallets, refuse or other materials from the Property. Such pallets, other refuse and materials shall be removed from the Property by Tenant in a timely manner, but in no event later than fifteen (15) days after notice from Landlord. The loading areas of the Premises must be clean and unobstructed. On or before the Commencement Date, Tenant shall take possession of, and, thereafter, continuously occupy the Premises during the Lease Term, and operate thereon the normal business operations

of Tenant. Notwithstanding anything contained herein to the contrary, in the event repairs, renovations, or alterations are required to be made pursuant to any Governmental Requirements, including, without limitation, the Americans with Disabilities Act, the Tenant shall be responsible for any such repairs, renovations, or alterations.

4.3 Landlord's Rights Regarding Use. In addition to the rights specified elsewhere in this Lease, Landlord shall have the following rights regarding the use of the Premises or the common areas, each of which may be exercised without notice or liability to Tenant, (a) Landlord may install such signs, advertisements, notices or tenant identification information as it shall deem necessary or proper; (b) Landlord shall have the right at any time to control, change or otherwise alter the common areas as it shall deem necessary or proper; and (c) Landlord shall have the right to make any repairs to the Premises which are necessary for its preservation; provided, however, that any repairs made by Landlord shall be at Tenant's expense, except as provided in Section 8.1 hereof. Landlord shall incur no liability to Tenant for such entry, nor shall such entry constitute an eviction of Tenant or a termination of this Lease, or entitle Tenant to any abatement of rent therefor.

4.4 Quiet Conduct; Quiet Enjoyment. Tenant shall not commit, or suffer any waste upon the Premises, or any nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant of the Building or Property. So long as Tenant is not in default in the payment of Rent, or other amounts due on this Lease or in the performance of any of the other terms, covenants, or conditions of the Lease, Tenant shall not be disturbed by Landlord or anyone claiming by, through or under Landlord in Tenant's possession, enjoyment, use and occupancy of the Premises during the Lease Term or any renewal, extension or modification thereof.

4.5 Tenant Improvements. Landlord shall have no obligation for any improvements, alterations, renovations or other such modification or improvement to the Premises and Tenant agrees that it is accepting the Premises "as is" and "where is" in the current condition, repair, and configuration.

4.6 Condition of Premises. By entry of the Premises hereunder, Tenant acknowledges that it has examined the Premises and accepts the same as being in the condition called for by this Lease, and as suited for the uses intended by Tenant without any representation or warranty by Landlord or its agents of any kind.

4.7 Rules and Regulations. Tenant agrees to, and shall, comply with the Rules and Regulations which the Landlord may, from time to time, adopt, promulgate and deliver to the Tenant. The Landlord shall not be responsible to the Tenant for the nonperformance of any of the Rules or Regulations by any other tenant of the Building or Property. The existence of and incorporation into this Lease of the Rules and Regulations shall not have the effect of subrogating the Tenant to the rights of the Landlord to enforce the Rules and Regulations against other Tenants of the Building or Property. The existence of the Rules and Regulations shall not be construed to impose upon the Landlord any duty or obligation to enforce the rules regulations. In addition, Tenant shall comply with all covenants, restrictions and other matters of record in the public records of the county in which the Premises are located which affect or encumber the Premises, Building or Property.

4.8 Parking. Tenant shall be entitled to park in common with other tenants of Landlord. Tenant will generally use the parking spaces in front of the Premises. Tenant agrees not to overburden the parking facilities, will not use more than its Proportionate Share of the total parking spaces at the Property, and agrees to cooperate with Landlord and other tenants in the use of parking facilities. Landlord reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded or causing problems with adjacent tenants, and, in such event, to allocate parking spaces among Tenant and other tenants. There will be no assigned parking unless Landlord, in its sole discretion, may deem advisable. "Parking" as used herein

means the use by Tenant's employees, its visitors, invitees, and customers for the parking of motor vehicles for such periods of time as are reasonably necessary in connection with use of and/or visits to the Premises. No vehicle may be repaired or serviced in the parking area and any vehicle deemed abandoned by Landlord will be towed from the Property and all costs therein shall be borne by the Tenant. All driveways, ingress and egress, and all parking spaces are for the joint use of all tenants. No area outside of the Premises shall be used by Tenant for storage without Landlord's prior written permission. Tenant's rights hereunder shall be subject to the terms and conditions of this Lease and to the Rules and Regulations regarding the use of the parking facilities as may, from time to time, be prescribed by the Landlord. In addition, the Tenant acknowledges that the adjacent tenant has the right to utilize and rent out the parking spaces in front of the Building for after-hours and weekend events upon Rules and Regulations promulgated by Landlord; provided, any such utilization shall not interfere with the parking rights and privileges of the Tenant.

ARTICLE V - RENT

5.1 Base Rent. Tenant shall pay to the Landlord at the place hereinafter designated by the section entitled "Notices", or at such other place as the Landlord may from time to time designate Base Rent for the periods during the Lease Term as follows:

Lease Period	Monthly Base Rent	Estimated Additional Rent	Estimated Monthly Sales Tax	Estimated Total Monthly Rent Payment
12/01/12 - 04/30/13	0.00	0.00	0.00	0.00
05/01/13 - 05/30/13	2,873.96	0.00	186.81	3,060.77
06/01/13 - 11/30/13	5,747.92	0.00	373.61	6,121.53
12/01/13 - 12/31/13	6,268.75	0.00	407.47	6,676.22
01/01/14 - 01/31/14	0.00	0.00	0.00	0.00
02/01/14 - 11/30/14	6,268.75	0.00	407.47	6,676.22
12/01/14 - 11/30/15	6,579.17	0.00	427.65	7,006.82
12/01/15 - 11/30/16	6,889.58	0.00	447.82	7,337.40
12/01/16 - 11/30/17	7,200.00	0.00	468.00	7,668.00

The foregoing Base Rent shall be due and payable in monthly installments in legal tender of the United States of America in advance without notice, demand, deduction or set-off of any kind, payable on the first day of each month, plus all applicable sales and use taxes. The first such installment shall be paid on or before the Commencement Date, the second installment on or before June 1, 2013, and successive installments on or before the first day of each and every successive calendar month thereafter during the Lease Term. In the event the Tenant takes possession on a date other than the first of the month or this Lease terminates on a date other than the last day of the month, the then applicable monthly installment of Base Rent, Additional Rent and other appropriate amounts will be prorated. Unless this Lease provides otherwise, Tenant shall pay all Additional Rent then due with the next monthly installment of Base Rent. Tenant shall pay a late charge equal to ten percent (10.00%) of the rent due if such payment shall be more than five (5) days overdue. Upon the execution of this Lease, the Tenant shall deliver to the Landlord the rent due for the month of June, 2013 (\$6,121.53), which shall be credited against such monthly rent by the Landlord.