RESOLUTION 20-13

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN THE LEASE AGREEMENT WITH TRG CUSTOMER SOLUTIONS

WHEREAS, the The Board of Mayor and Aldermen review all requests for leasing within Northfield; and

WHEREAS, the TRG Customer Solutions wishes to renew and extend their terms for space within the Northfield building; and

WHEREAS, TRG Customer Solutions requests the City of Spring Hill execute the lease agreement that will require the signature of the Mayor and City attorney.

NOW, THEREFORE BE IT RESOLVED, that the Board of Mayor and Aldermen of City of Spring Hill authorizes the Mayor and City Attorney to sign the lease agreement between TRG Customer Solutions and the City of Spring Hill, hereto attached.

Passed and Adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 18th day of February, 2020.

Rick Graham, Mayor

ATTEST:

April Goad

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter

Patrick Carter, City Attorney

REQUEST:	***Approval of Resolution 20-13***
SUBMITTED BY:	**Dakota Mercer, Northfield Facility Manager**
	Kayce Williams, Economic Development Coordinator
DATE:	**February 3, 2020**
RE:	**TRG Customer Solutions Lease at Northfield**
ATTACHMENTS:	**Resolution 20-13** **Draft Lease Amendment 6** **TRG Lease Agreement with amendments 1-4** **TRG Lease Amendment 5** **Resolution 19-52**

PURPOSE:

To authorize the Mayor to execute the amended lease agreement for 47,101 square feet of space within Northfield

BACKGROUND:

Attached is a draft amendment to exercise the renewal option in the existing lease. Resolution 19-52 was approved by BOMA on April 15, 2019. The executed lease expires on 2/28/2020. The draft amendment is a renewal and extends the term for 1 year expiring on February 28, 2021. This amendment offers a one (1) year renewal right. The City Attorney has reviewed and approved the draft lease.

TRG/Ibex Lease Agreement Timeline:

Original Lease Agreement Signed – September 9th, 2011 (5-year)

Amendment 1 – August 16, 2012 - Add 1,800 sq. ft. of training classrooms inside Door 400.

Amendment 2 – May 23, 2013 – Lease space expanded by 12,233 sq. ft.

Amendment 3 – March 6, 2014 - Lease space expanded by 8100 sq. ft.

Amendment 4 – January 1, 2017 – Lease extended for 2 additional years. Space reduced.

Amendment 5 – March 1, 2019 – Lease extended for 1 additional year.

FINANCIAL IMPACT:

Based upon the terms contained in the lease agreement, the City can expect lease income in the amount of $518,110.92 for the year.

STAFF RECOMMENDATION:

Based on the approval of the city attorney, staff recommends approval of Resolution 20-13.

SIXTH AMENDMENT TO LEASE AGREEMENT

THIS SIXTH AMENDMENT TO LEASE AGREEMENT (this "Amendment") is dated as of February ___, 2020 between THE CITY OF SPRING HILL ("Lessor"), and TRG CUSTOMER SOLUTIONS, INC., ("Lessee").

BACKGROUND:

A. Lessor (as successor-in-interest to South Central Tennessee Workforce Alliance) and Lessee are parties to that certain Lease Agreement dated September 9, 2011 ("Lease Agreement"), as previously amended by a certain First Amendment to Lease Agreement dated August 16, 2012, a Second Amendment to Lease Agreement dated May 23, 2013, a Third Amendment to Lease Agreement dated March 6, 2014, a Fourth Amendment to Lease Agreement dated January 1, 2017, and a Fifth Amendment to Lease Agreement dated March 1, 2019 (as amended, the "Lease"), pursuant to which Lessee leases certain premises currently consisting of 47,101 square feet of space situated inside of Door 600 in the building (the "Building") located at the Northfield building, 5000 Northfield Lane, Spring Hill, Maury County, Tennessee 37174 (the "Existing Premises")

B. Lessor and Lessee desire to further amend the Lease pursuant to this Amendment.

C. Initially capitalized terms used herein without definition shall have the meaning ascribed thereto in the Lease.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the parties, intending to be legally bound, agree as follows:

1. Leased Premises. The Lease property shall equal 47,101 square feet of heated and cooled office space consisting of all of the first and second floors known as Door 600 only, 5000 Northfield Lane, Floor plan is attached hereto as Exhibit A.

2. Term. The term of the Lease Agreement shall be extended through February 28, 2021.

3. Options. Subject to the approval of the Lessor, Lessee may renew the Lease for up to one (1) additional one (1) year period. Exercise of renewal shall be by written notice not less than 120 days before the expiration of the then current term.

4. Rent. Notwithstanding anything to the contrary set forth in the Lease, Lessee's rent shall be $11.00 per square feet or $43,175.91 per month.

5. Taxes. Tenant shall be responsible for all taxes assessed against the Premises including but not limited to personal property, privilege, excise and other taxes assessed against the Tenant's business.

6. Utilities. All utilities and common area maintenance are included in rent. This specifically includes electricity, gas, water, sewer and trash. Internet service is not included in the Lease. Lessee shall not receive any pass through of additional operating expenses during the term of the Lease.

7. Parking. Lessee shall be provided non-exclusive parking at a ratio of 8 parking spots for every one thousand (1,000) square feet leased, for a total of 376 spaces.

8. Maintenance/Repairs. Without limiting any other obligations in the Lease, Lessor shall be responsible for the maintenance and repairs of the following items:
    a. HVAC; and
    b. Lighting Fixtures, including repair or replacements of ballasts and light bulbs.

9. Insurance. Tenant shall maintain hazard insurance covering all personal property and fixtures installed or located on the Premises. Tenant shall obtain and keep in force public liability and property damage insurance in a minimum amount of One Million ($1,000,000) Dollars.

10. All other provisions of the original lease executed by and between the parties on September 9, 2011 and as otherwise amended shall remain in effect.

11. Effective Date. Amendment 6 Effective Date shall be: [03/01/2020]

[Signatures contained on following page.]

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

LESSOR:

City of Spring Hill

By: ______________________________
Name: Rick Graham
Title: Mayor

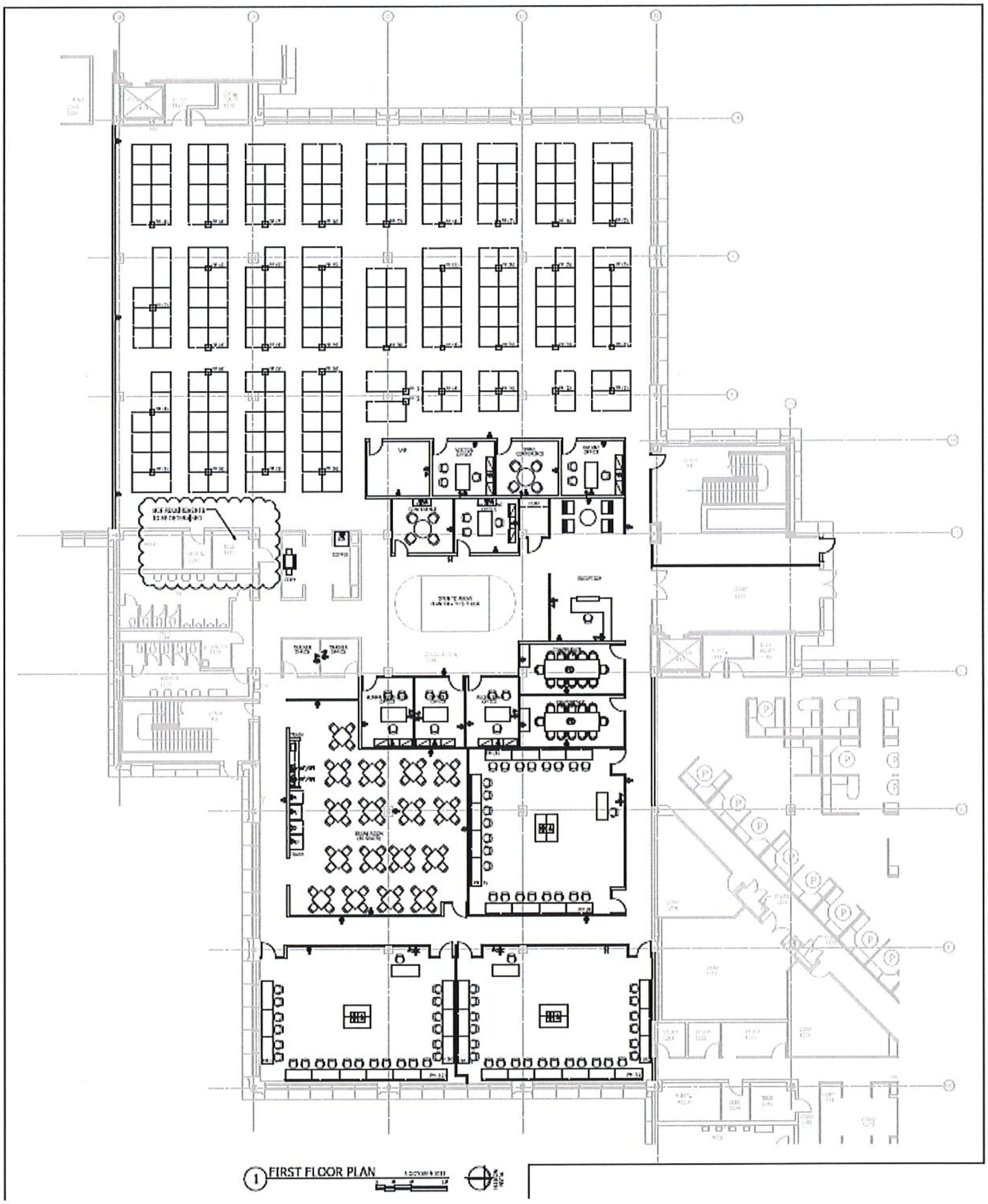
LESSEE:

TRG Customer Solutions, Inc.
d/b/a IBEX Global Solutions

By: ______________________________

Its: ______________________________

EXHIBIT A
First Floor Plan



1 FIRST FLOOR PLAN

Second Floor Plan

RESOLUTION 19-52

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN THE LEASE AGREEMENT AMENDMENT 5 FOR PROJECT ROOT BEER

WHEREAS, The Board of Mayor and Aldermen reviews all requests for leasing within Northfield;

WHEREAS, Project Root Beer has requested an amendment to the existing lease agreement that is up for renewal for space within Northfield;

WHEREAS, Project Root Beer requests the City of Spring Hill execute the lease agreement that will require the signature of the Mayor and City Attorney.

NOW, THEREFORE, BE IT RESOLVED, that the City of Spring Hill authorizes the Mayor and City Attorney of the City of Spring Hill, TN to sign the revised lease agreement between Project Root Beer and the City of Spring Hill, hereto attached.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on this 15th day of April, 2019.

Rick Graham, Mayor

ATTEST:

April Goad, City Recorder

LEGAL FORM APPROVED:

Patrick Carter, City Attorney

City of SPRING HILL TENNESSEE est. 1809

REQUEST:	***Approval of Resolution 19-52***
SUBMITTED BY:	**Dakota Mercer, Northfield Facility Manager**
	Kayce Williams, Economic Development Coordinator
DATE:	**March 25, 2019**
RE:	**Project Root Beer**
ATTACHMENTS:	**Resolution 19-52** **Draft Amendment to Lease Agreement (Amendment 5)** **Lease Agreement Amendment 4**

PURPOSE:

To authorize the Mayor to execute the amended lease agreement for 47,101 square feet of space within Northfield

BACKGROUND:

Attached is a draft amendment (Amendment 5, "A5") to the lease agreement between the City of Spring Hill and Project Root Beer which is an existing Maury County business. The space is located in Door 600 and is currently occupied by Project Root Beer. The draft lease extends the terms through February 28, 2020 and adds a 1-year option.

There are 2 additional revisions to the rent amount and the parking provision from the last amended lease known as Amendment 4and indicated below as "A4":

First Revision:

A4: *RENT: LESSEE shall pay rent at the rate of $12.50/sf. annually, payable in twelve (12) monthly increments equal to $49,063.54 per month.*

A5: *RENT: LESSEE shall pay rent at the rate of $11.00/sf. annually, payable in twelve (12) monthly increments equal to $43,175.91 per month.*

Second Revision:

A4: *PARKING: LESSEE shall be provided six (6) parking spaces in lots C and D for every one thousand (1,000) square feet leased, for a total of 283 spaces.*

A5: *PARKING: LESSEE shall be non-exclusive parking at a ratio of 8 parking spots for every one thousand (1,000) square feet leased, for a total of 376 spaces.*

FINANCIAL IMPACT:

Based upon the terms contained in the lease agreement, the City can expect lease income in the amount of $518,110.92 for one year. This is a decrease of $70,651.56 from the previous lease terms.

STAFF RECOMMENDATION:

Based on the approval of the city attorney, staff recommends approval of Resolution 19-52.

Executed: 1-30-17

AMENDMENT #4

TO LEASE AGREEMENT

Between

[redacted]

and

South Central Tennessee Workforce Alliance

The Lease Agreement made, entered into and executed on September 9, 2011 ("Lease Agreement") by and between [redacted] and South Central Tennessee Workforce Alliance, for [redacted] to occupy call center and office space at the Workforce Development and Conference Center at Northfield in Spring Hill, TN is hereby amended as follows:

1) Leased Premises. The Lease property leased by [redacted] under the Lease shall be decreased to 47,101 square feet of heated and cooled office space, consisting of all of the first and seconds floors known and Door 6 only, 5000 Northfield Lane, floor plan is attached hereto as Exhibit A.

2) Term. The term of the Lease Agreement shall be extended through December 31, 2018.

3) Options. As long as Lessee has no uncured defaults, Lessee may review the Lease for up to two (2) additional one (1) year periods. Exercise of renewal shall be by written notice not less than 120 days before the expiration of the then current term.

4) Rent. With the decrease referenced in Section 1 above, Lessee shall pay Lessor at the following rate: $12.50 per square feet or $49,063.54 per month.

5) Utilities. All utilities and common area maintenance are included in the rent. This specifically includes electricity, gas, water, sewer and trash. Internet service is not included in the Lease. Lessee shall not receive any pass through of additional operating expenses during the term of the Lease.

6) Parking. Lessee shall be provided six (6) parking spaces in lots C and D for every one thousand (1,000) square feet leased, for a total of 283 spaces.

7) Maintenance/Repairs: Without limiting any other obligations in the Lease, Lessor shall be responsible for the maintenance and repairs of the following items:
   - A) HVAC; and
   - B) Lighting Fixtures, including repair or replacements of ballasts and light bulbs

8) Signage. In addition to all other signs approved under the Lease, Lessee may place signage on the Northfield sign along Highway 31 at Lessee's cost. Signage must be approved by Lessor in writing and must adhere to all local codes and ordinances. Building Directory signage will be supplied by Lessor.

9) Alterations. The premises shall not be altered, or changed without written consent of Lessor, and unless otherwise provided by the Lease.

10) Casualty. Section 11 will be modified as follows: In the event all or a portion of the leased property is damaged or destroyed by fire or other casualty or taken by eminent domain, to the extent that Lessee is unable to conduct its reasonable and ordinary business operations, Lessor or Lessee shall have the option to terminate the lease or restore the leased property to its former condition as soon as practical, during which time the rental shall be abated from the date of such damage until the leased property is restored. All insurance proceeds from insurance maintained by Lessor, and eminent domain damages, compensation or award shall be the property of Lessor.

11) Notice. Section 14 will be modified as follows: Lessee address shall be changed to – 1700 Pennsylvania Ave NW, Suite 560, Washington DC 20006, ATTN: General Counsel

12) All other provisions of the Original Lease executed between the parties on September 9, 2011, shall remain in effect.

13) Effective Date. Amendment 4 Effective Date shall be: [01/01/2017]

IN WITNESS WHEREOF, the parties hereto, have executed this lease on the day and date first above written.

LESSEE:

[redacted]

By: [redacted]

Its: CEO

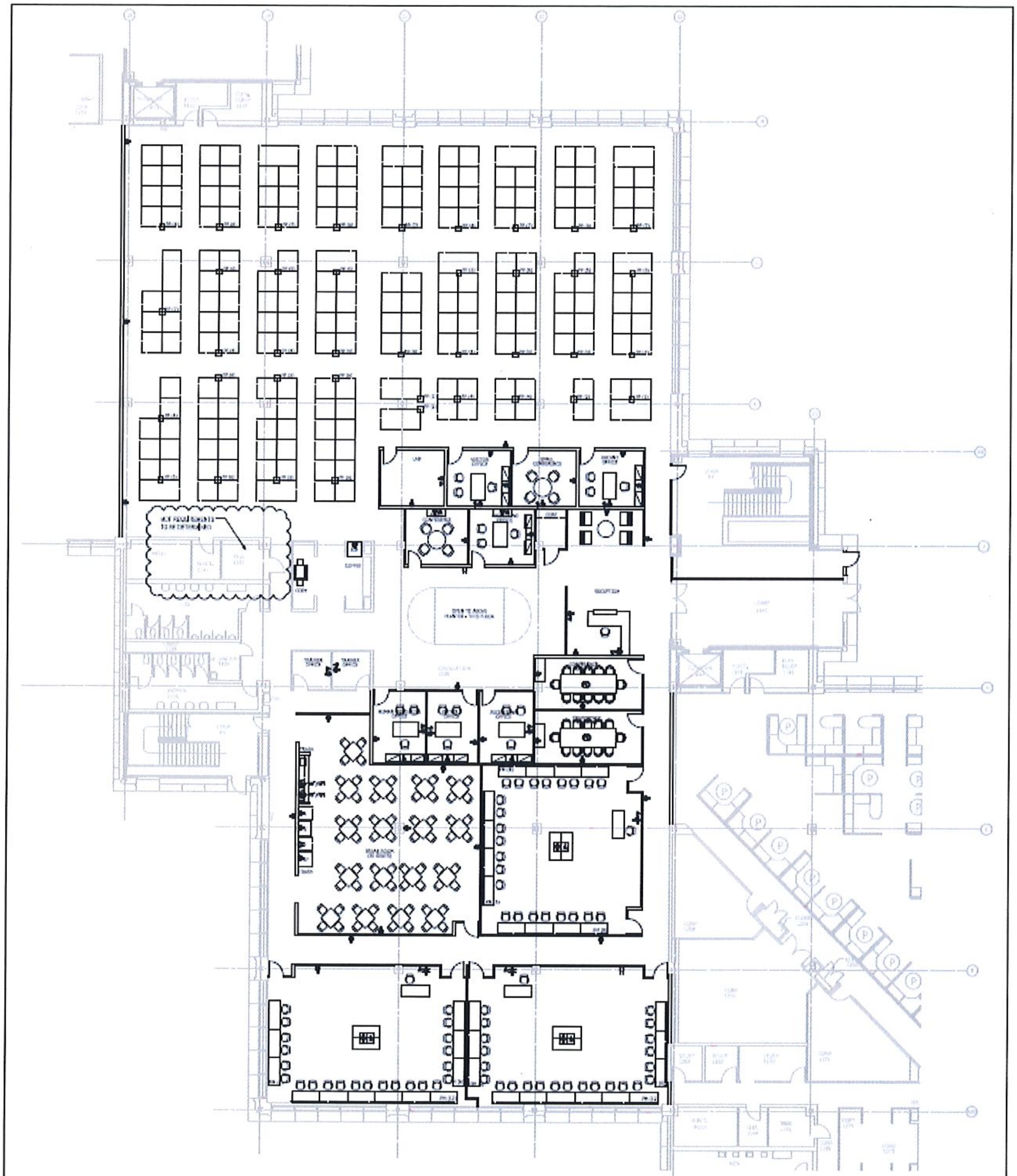
LESSOR:

SOUTH CENTRAL TENNESSEE WORKFORCE ALLIANCE

By: Jan McKeel

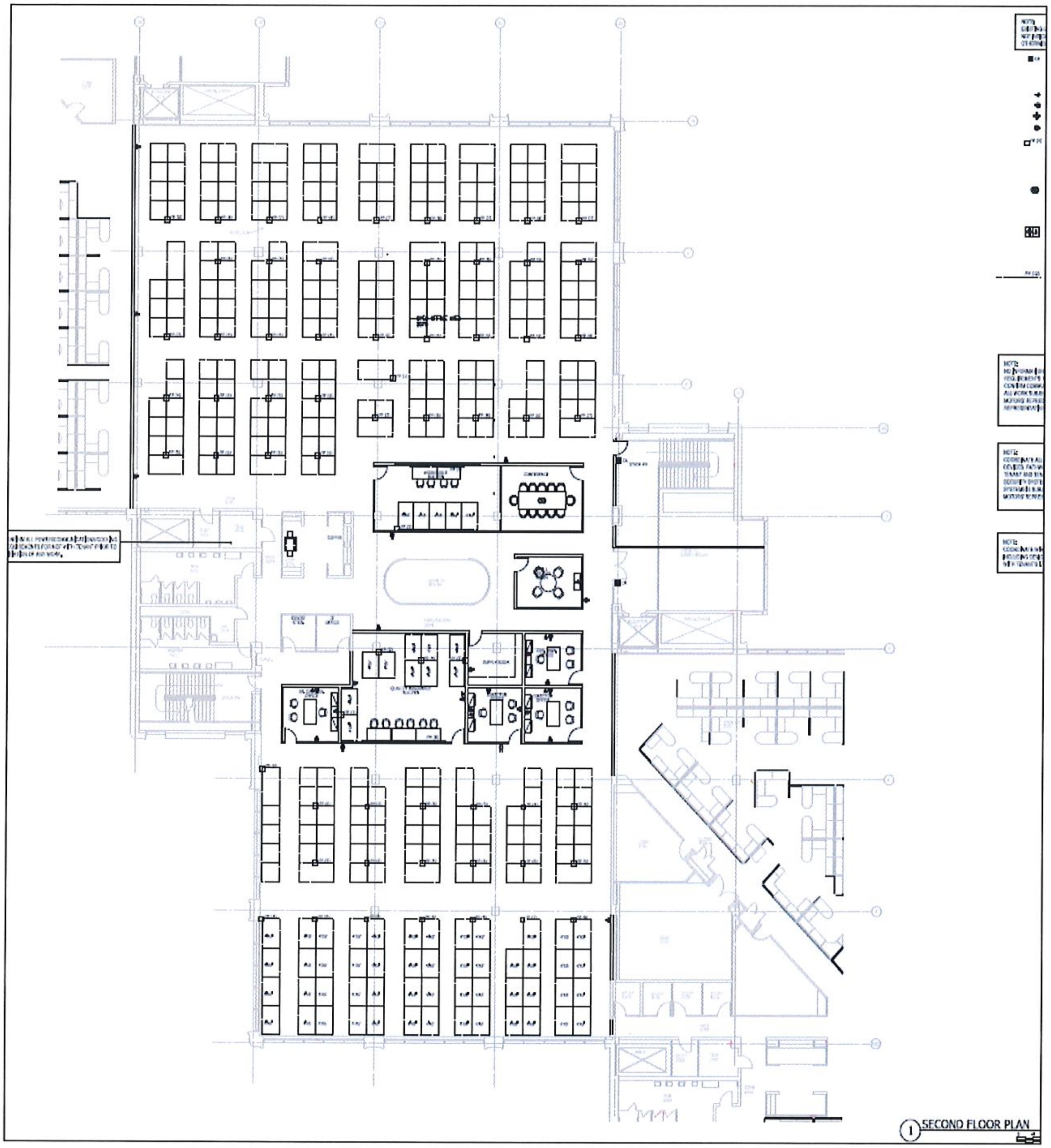
Its: Executive Director

EXHIBIT A
First Floor Plan



1 FIRST FLOOR PLAN

Second Floor Plan



Executed: 1-30-17

AMENDMENT #4

TO LEASE AGREEMENT

Between

TRG Customer Solutions, Inc.

and

South Central Tennessee Workforce Alliance

The Lease Agreement made, entered into and executed on September 9, 2011 ("Lease Agreement") by and between TRG Customer Solutions, Inc. and South Central Tennessee Workforce Alliance, for TRG Solutions, Inc. to occupy call center and office space at the Workforce Development and Conference Center at Northfield in Spring Hill, TN is hereby amended as follows:

1) Leased Premises. The Lease property leased by TRG Customer Solutions, Inc. under the Lease shall be decreased to 47,101 square feet of heated and cooled office space, consisting of all of the first and seconds floors known and Door 6 only, 5000 Northfield Lane, floor plan is attached hereto as Exhibit A.

2) Term. The term of the Lease Agreement shall be extended through December 31, 2018.

3) Options. As long as Lessee has no uncured defaults, Lessee may review the Lease for up to two (2) additional one (1) year periods. Exercise of renewal shall be by written notice not less than 120 days before the expiration of the then current term.

4) Rent. With the decrease referenced in Section 1 above, Lessee shall pay Lessor at the following rate: $12.50 per square feet or $49,063.54 per month.

5) Utilities. All utilities and common area maintenance are included in the rent. This specifically includes electricity, gas, water, sewer and trash. Internet service is not included in the Lease. Lessee shall not receive any pass through of additional operating expenses during the term of the Lease.

6) Parking. Lessee shall be provided six (6) parking spaces in lots C and D for every one thousand (1,000) square feet leased, for a total of 283 spaces.

7) Maintenance/Repairs: Without limiting any other obligations in the Lease, Lessor shall be responsible for the maintenance and repairs of the following items:
    A) HVAC; and
    B) Lighting Fixtures, including repair or replacements of ballasts and light bulbs

8) Signage. In addition to all other signs approved under the Lease, Lessee may place signage on the Northfield sign along Highway 31 at Lessee's cost. Signage must be approved by Lessor in writing and must adhere to all local codes and ordinances. Building Directory signage will be supplied by Lessor.

9) Alterations. The premises shall not be altered, or changed without written consent of Lessor, and unless otherwise provided by the Lease.

10) Casualty. Section 11 will be modified as follows: In the event all or a portion of the leased property is damaged or destroyed by fire or other casualty or taken by eminent domain, to the extent that Lessee is unable to conduct its reasonable and ordinary business operations, Lessor or Lessee shall have the option to terminate the lease or restore the leased property to its former condition as soon as practical, during which time the rental shall be abated from the date of such damage until the leased property is restored. All insurance proceeds from insurance maintained by Lessor, and eminent domain damages, compensation or award shall be the property of Lessor.

11) Notice. Section 14 will be modified as follows: Lessee address shall be changed to – 1700 Pennsylvania Ave NW, Suite 560, Washington DC 20006, ATTN: General Counsel

12) All other provisions of the Original Lease executed between the parties on September 9, 2011, shall remain in effect.

13) Effective Date. Amendment 4 Effective Date shall be: [01/01/2017]

IN WITNESS WHEREOF, the parties hereto, have executed this lease on the day and date first above written.

LESSEE:

TRG CUSTOMER SOLUTIONS, INC.
d/b/a IBEX GLOBAL SOLUTIONS

By: [signature]

Its: CEO

LESSOR:

SOUTH CENTRAL TENNESSEE
WORKFORCE ALLIANCE

By: [signature]

Its: Executive Director

Ibex/ TRG
2011

Original Lease

ORIGINAL

SOUTH CENTRAL TENNESSEE WORKFORCE ALLIANCE
LEASE AGREEMENT

THIS AGREEMENT ("Lease") made, entered into and executed in duplicate this 9th day of September, 2011, by and between **South Central Tennessee Workforce Alliance**, hereinafter called "Lessor", and **TRG Customer Solutions, Inc.**, hereinafter called "Lessee". Lessor and Lessee may be referred to herein as the "parties." Lessor and Lessee contract and agree as follows:

Lessor hereby leases unto Lessee approximately 50,000 rentable square feet ("SF") (exact rentable SF to be calculated and field verified by an architect acceptable to Lessee, with measurement conforming to applicable BOMA standards) of call center and office space in the building located at the Workforce Development and Conference Center at Northfield, 100 Saturn Parkway, Spring Hill, Maury County, Tennessee 37174, hereinafter called "the leased property". Lessor shall provide as part of the leased property, at no cost to Lessee, the fixtures, furnishings, equipment, parking and other personal property and facilities as provided herein, throughout the entire term of this Lease ("Term"). For clarity, the leased property does specifically (without limitation) include all personal property located thereon or provided by Lessor, which for all purposes are and shall remain property of Lessor, subject only to this Lease to Lessee.

1. This Lease shall be for a Term of Sixty-three (63) months, commencing on October 1, 2011("Commencement Date"), and expiring at midnight on December 31, 2016, unless renegotiated, extended or terminated as provided herein. Lessor shall have the leased property in move-in condition to Lessee's satisfaction ("Substantial Completion," as defined in Exhibit B hereto), and Lessee may take possession of the leased property at any time on or after the Commencement Date.

Dec 2016

* 12.09 + 6.00

Rent Plus TI

   - Lessee shall pay to Lessor, as annual base rental, the sum of $18.09 per rentable SF ("Rent"), subject to calculation and verification of rentable SF as provided above. If the leased property is Substantially Completed as provided in Exhibit B, then monthly payments (shown on Exhibit A hereto) will be due, on or before the fifteenth day of each month during the term hereof, commencing on January 1, 2012. If the leased property is not Substantially Completed as provided in Exhibit B, then the date for the start of Rent payment shall be moved back one (1) month for each month (or part of a month) that is required to bring the leased property to Substantial Completion. Lessee agrees to pay a late payment fee of three per cent (3%) of any sum due hereunder if said payment is made after the thirtieth day of the month in which it is due.
   - Remit to: South Central Tennessee Workforce Alliance
8 Public Square 2nd Floor
Columbia, Tennessee 38401
   - Receiver: Workforce Development and Conference Center at Northfield
   - Attention: Fiscal Director

2. The leased property shall be used for call center operations, general office, computer staging, computer processing and all other lawful uses incidental thereto (including without limitation break rooms, kitchen areas, and other support facilities appurtenant to call center operation and staffing) which are suitable for a modern suburban building in Maury County, TN. No other use may be made of the leased property without the written consent of the Lessor, which consent shall not be unreasonably withheld, delayed or conditioned. Lessee shall have access to the leased property on a 24/7/365 basis.

3. The Lessor shall pay all taxes of any and every kind assessed against the leased property.

4. Lessor shall pay for all electricity and heating utility charges for the leased property. Lessor shall be responsible for payment of all increases if any, in garbage collection fees or garbage container charges which are the result of Lessee's occupancy of the leased the leased property. Lessor shall pay the charges for garbage collection and garbage containers in effect at the Commencement Date. Lessor shall be responsible for all maintenance to the satisfaction of Lessee of: (a) the grounds and improvements on the leased property including but not limited to landscaping, exterior, roof, exterior doors and walls, windows, plumbing, heating, air conditioning, electrical system, exterior lighting, and parking associated with the leased the leased property; and (b) the interior of the leased property including but not limited to walls, doors, floors, ceilings, plumbing and fixtures, light bulbs, fluorescent tubes and cabinets. Without limiting the foregoing, Lessor shall provide all janitorial service (including all supplies) for the leased property in accordance with Exhibit C attached hereto. To the extent Lessee requires additional services beyond Exhibit C, Lessee will pay the reasonable costs thereof. In providing janitorial services, Lessor agrees that: (i) the cleaning and janitorial service will meet standard janitorial specifications; (ii) any contractor retained by Lessor to provide janitorial or cleaning services shall be subject to Lessee's prior written approval, which approval will not be unreasonably withheld, conditioned or delayed (Lessee hereby gives such consent to the present contractor); (iii) all such janitorial and cleaning services shall be provided during regular business hours; (iv) any contractors providing janitorial or cleaning services and their employees and any subcontractors shall be subject to all reasonable rules and regulations as Lessee may impose in order to protect its employees and facilities and the security of the same; and (v) Lessor shall be responsible for all acts or omissions of all such contractors providing such janitorial or cleaning services and their employees and subcontractors.

5. Lessor shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person who may be using or occupying or visiting the leased property, or be in, on, or about the same. Lessor shall be solely liable for all other loss, injury, death or damage to persons or property on or about the leased the leased property, excepting only the risks expressly assumed by Lessee in the preceding sentence.

6. Lessee has inspected the leased property and finds it to be in acceptable condition, subject only to "Lessor's Work" as defined in Section 28 of this Lease. The Lessee accepts the

leased property in its present condition (but expressly subject to completion of Lessor's Work on or before the Commencement Date).

7. Lessee will keep the leased property in a clean condition and will comply in all material respects with all lawful health and safety regulations, building codes and will keep the leased property, and improvements thereon and the areas adjacent thereto in a safe, secure and attractive condition. Lessee shall not construct improvements or additions to the leased property without the written consent of Lessor, which consent shall not be unreasonably withheld, delayed or conditioned. Any fixtures attached to the walls or floors of the leased the leased property shall remain the property of Lessor upon expiration hereof unless they can be removed by Lessee without damage to the leased the leased property.

8. Lessee will permit the Lessor, and/or its agents or authorized representatives to enter upon the leased property at all times during reasonable business hours for the purpose of inspecting same. Lessor will take reasonable precautions to secure leased property from access by third parties without prior approval of Lessee, except as required under Lessor's obligation as defined in Section 7 above.

9. If Lessee shall make default in the payment of Rent, or any part thereof or any other sums due under the terms hereof, when due as herein provided, or materially default in any of the other covenants, agreements, conditions or undertakings herein contained, and such default shall continue for twenty (20) days after notice thereof in writing to Lessee, or if (a) any proceeding under the bankruptcy act of the United States is begun by or against the Lessee, and an order of adjudication, or order approving the petition, be entered in such proceedings, or (b) a receiver or trustee is appointed for substantially all of the Lessee's business or assets, or (c) if Lessee shall make an assignment for the benefit of creditors, or (d) if Lessee shall vacate or abandon the leased property, then, and in any such event, it shall be lawful for the Lessor, at its election, to declare the term hereof ended and to re-enter the leased property, and to repossess and enjoy the leased property and any buildings and improvements situated thereon without such a re-entry and repossession working a forfeiture of the rents to be paid and the covenants to be performed by the Lessee during the full term of this agreement. If any default shall be made in any covenant, agreement, condition, or undertaking which cannot with due diligence be cured within a period of twenty (20) days, and if notice thereof in writing shall have been given to the Lessee, and if the Lessee, prior to the expiration of twenty (20) days from and after the giving of such notice, shall commence to satisfy the cause of such default and shall proceed diligently and with reasonable dispatch to take all steps and do all work required to cure such default, then the Lessor shall not have the right to declare said term ended by reason of such default; provided, however, that the curing of any default in such manner shall not be construed to limit or restrict the right of Lessor to declare the said term ended and enforce all of their rights and remedies hereunder for any other default not so cured. The foregoing provision for the termination of this Lease for any default in any of its covenants shall not operate to exclude or suspend any other remedy of the Lessor for breach of any of said covenants, or for the recovery of said rent for the full term, and in the event of the termination or default in any of the terms of this lease as aforesaid, the Lessee covenants and agrees to indemnify and save harmless the Lessor from any loss arising from such default, termination and/or re-entry in pursuance

thereof including the payment of Lessor's reasonable attorneys fees incurred in the enforcement of any of the terms hereof.

10. Lessor shall maintain commercially reasonable and sufficient hazard and general liability insurance on the leased property. Lessee shall be responsible for maintaining commercially reasonable and sufficient hazard and general liability insurance on any personal property and operations of Lessee located within the leased property. Lessor shall not be liable for any losses suffered to Lessee's property, except to the extent such losses are occasioned by the negligence or intentional acts of Lessor, its agents or employees.

11. In the event all or a portion of the leased property is damaged or destroyed by fire or other casualty or taken by eminent domain, to the extent that Lessee is unable to conduct its reasonable and ordinary business operations, Lessor shall have the option to terminate the lease or restore the leased property to its former condition as soon as practical, during which time the rental shall be abated from the date of such damage until the leased property is restored. All insurance proceeds from insurance maintained by Lessor, and eminent domain damages, compensation or award shall be the property of Lessor.

12. Time is of the essence in the performance of all duties, obligations, and responsibilities under the terms of this Lease.

13. Lessee covenants, understands, and agrees that it is liable under the terms of this Lease, and hereby agrees to perform in all material respects all of the covenants and undertakings herein contained to be kept. This Lease may not be assigned, nor the leased property subleased except as otherwise provided herein.

14. All notices given pursuant to the terms of this Lease shall be deemed given and received five (5) days after mailing postage prepaid, certified mail, return receipt requested, to 8375 Dix Ellis Trail, Suite 101, Jacksonville FL 32256, Attention: CEO, if to the Lessee; and to South Central Tennessee Workforce Alliance, #8 Public Square, 2nd Floor, Columbia, TN 38401, if to the Lessor.

15. This Lease shall be governed by the laws of the state of Tennessee.

16. The provisions of this Lease are severable in that should any provisions be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the legality, validity and enforceability of the other provisions herein shall not be affected, but they shall remain in full force and effect.

17. Lessee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to unlawful discrimination in the performance of this Lease or in the employment practices at the leased property of Lessee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law ("Applicable Laws"). Lessee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of Nondiscrimination. The parties agree to comply

with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11,246 and the related regulations to each.

a. The parties also agree to take affirmative action in compliance with Applicable Laws to ensure that applicants are treated, and that employees are treated during their employment without regard to their race, religion, creed, color, sex, handicap, veteran status or national origin. Such action shall include, but not be limited to, the following as required by Applicable Laws: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

b. Reasonable accommodations are to be made available upon request to individuals with disabilities as required by Applicable Law. WIA/LWIA is an Equal Opportunity Employer. Any inquiries and/or complaints should be directed to the Equal Opportunity Officer, South Central Tennessee Workforce Alliance, 2nd Floor, #8 Public Square, Columbia, Tennessee 38401.

18. Lessee, being an independent Lessee and not an employee of this Lessor, agrees to pay all personal property taxes on personal property that is owned by the Lessee and that is not part of the leased property.

19. This Agreement may be modified only by written amendment executed by all parties hereto.

20. Lessee warrants that no part of the total Lease amount shall be paid directly or indirectly to any person known to Lessee to be an employee or official of Lessor or the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to this Lease or in connection with any work contemplated or performed relative to this Lease.

21. [INTENTIONALLY OMITTED – DEFAULT AND REMEDIES ARE ADDRESSED IN SECTION 9]

22. Lessee agrees to comply in all material respects with the Drug-Free Workplace regulatory requirements that are specified in the Drug-Free Workplace Act of 1988, Public Law 100-690, Title V, Subtitle D; 41 U.S.C. Code 701 *et seq.*; 29 CFR Part 98, Federal Register 54 CFR 4946.

23. Lessee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of Lessee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such grant, loan, or cooperative agreement, the Lessee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. Lessee shall require that the language of this certification be included in the documents for all subleases at all tiers (including subcontracts, contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

24. Compliance with priority of service for veterans and eligible spouses will be ensured with this Lease per Training and Employment Notices (TEN) 15-10 from the United States Department of Labor.

25. Lessor will construct, provide and deliver the following ("Lessor's Work") to the satisfaction of Lessee as provided in Exhibit B: (a) the base building and parking facilities (including all base building operating systems, structural elements, site work, parking areas and all landscaping and hardscaping), at the sole cost and expense of Lessor, without any such development or construction costs being part of building operating expenses or being deducted from the Lessee Improvements Allowance; and (b) all space planning and architectural services, at Lessor's sole cost and expense.

26. Lessor shall provide to Lessee a Lessee Improvement Allowance equal to $1,500,000 "Lessee Improvement Allowance"). Lessee shall be able to utilize the entire Lessee Improvement Allowance for (without limitation) finish-out of the leased property, cabling, and acquisition of furniture, fixtures and equipment (including telephones, telephone system, computers, computer monitors and other peripherals, software, and any other infrastructure or other improvements or services necessary in the sole opinion of Lessee), as provided in Exhibit B hereto.

27. Lessee shall have the option to terminate this Lease as follows:

(a) The parties acknowledge that Lessee is entering into this Lease for the purpose of securing space in which to perform its obligations under its contract with Apple Inc. ("Apple Contract"). Lessee shall have no termination rights for the first twenty-four (24) months of this lease. After twenty-four (24) months, if, at any time during the Term, Lessee receives notice that the Apple Contract will be terminated, not renewed, or that the terms or amount of work given Lessee will be modified so that Lessee's continued operations at the leased premises are no longer viable, in the sole opinion of Lessee (an "Adverse Event"), then Lessee may notify Lessor of the Adverse Event in writing ("Adverse Event Notice"). Upon the giving of the Adverse Event Notice, Lessee shall have the right to terminate this Lease at any time six (6) or more months following the date of the Adverse Event Notice, subject to payment of the Termination Fee described below.

(b) Effective at the end of twenty-four (24) months of the initial Term, Lessee may terminate at any time by providing twelve (12) months written notice to Lessor.

(c) Upon termination as provided in either Section 30 (a) or (b), Lessee shall pay to Lessor, upon the effective date of the termination, a termination fee ("Termination Fee") equal to the then remaining unamortized Lessee Improvement Allowance, amortized on a straight-line basis at five percent (5%) interest.

28. TEMPORARY SPACE
Lessor shall provide, at Lessee's request, a minimum of 20,000 rentable square feet of Temporary Space, at no charge to Lessee. The location of said Temporary Space shall be mutually agreed to by both Lessor and Lessee.

29. ASSIGNMENT/SUBLETTING:
(a) Unrelated Parties: Lessee shall have the on-going and continuous right to assign the Lease or sublet, all or any portion of the leased property, at any time during the Term or any extension thereof, with Lessor's written consent, which shall not be unreasonably withheld, delayed or conditioned.
(b) Related Parties: At all times during the Term and any extension thereof, Lessee shall have the right to sublease all or any portion of the leased property, or to assign all of its leasehold rights, to any subsidiary or other affiliate, or to any entity into or with which Lessee may be merged or consolidated or which acquires all or substantially all of or succeeds to the business or assets of Lessee, without Lessor's approval. In addition, Lessee shall have the right to have its subsidiaries, affiliates, contract partners, subcontractors or contract successor, contract with respect to all or any part of the leased property without Lessor's approval.
(c) The parties acknowledge that prior to South Central Tennessee Workforce Alliance's consummation of the purchase of the real property in question and complete separation from General Motors, approval of any sub-tenants by General Motors may be required.

30. SIGNAGE
Lessee shall have the exclusive right to the maximum available exterior signs (including on the exterior fascia of the Building and on any monument sign existing or installed by Lessor and interior signage, all per applicable government codes. The exact location and type of signage shall be subject to Lessor's approval, such approval not to be withheld, delayed or conditioned.

31. RENEWAL OPTIONS
Lessee shall have the right to renew the Lease for the then current leased property or any portion thereof at the sole election of Lessee for one (1) additional five (5) year term ("Renewal option"), upon not less than six (6) months prior written notice to Lessor. Each Renewal option shall be exercisable at a renewal rent which is no more than ninety-seven (97%) of local market rate, defined as follows: the then-current lease rate for a comparable term, including 100% consideration for all market concessions, cash or improvement allowances, brokerage commissions, and other inducements or benefits for comparable space in comparable buildings in Spring Hill, TN.

32. SURRENDER OF PREMISES
Lessee shall not be required to restore the leased property to its original condition upon expiration or termination of this Lease, but shall only be required to surrender it in broom-clean condition subject to normal wear and tear.

33. SELF HELP
If Lessor shall fail to keep or perform any of its obligations under the Lease in respect to the making of any payment to Lessee (including, without limitation, the payment of any allowances or brokerage commissions) or repairs associated with the leased property, Lessee may make such payment or perform such obligation and offset the amount of such payment of the cost of such performance against any amounts thereafter payable by Lessee under the Lease.

34. HOLDOVER
Lessee shall have the automatic right/option to extend the Term of the Lease at the same rate as the then current Rent on a month-to-month basis for up to three (3) one month periods. After three (3) months, the monthly holdover rent shall be 125% of the then existing monthly Rent.

35. PARKING
Lessor shall provide to Lessee, at no cost to Lessee, parking at a ratio of six (6) spaces per 1,000 rentable square feet leased by Lessee for the entire Term of the Lease and any extensions of the Lease.

47,101
47
x6
282

36. FURTHER ASSURANCES
Lessor further agrees to execute and deliver such instruments of further assurance as Lessee may reasonably request from time to time, including without limitation consents and waivers as may be required by lenders or other third parties. Lessor's execution of such instruments shall not be unreasonably withheld, delayed or conditioned.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

1. In order to assure that Federal agencies conduct business with responsible organizations only, the President issued *Executive Order 12549, Debarment and Suspension, encoded at 29 CFR Part 98, §98.510.* This *Order* required that all organizations or individuals presently debarred or suspended by any Federal Agency shall be prohibited from doing business with *ALL Federal* agencies for the period of debarment or suspension. All prospective Lessees are therefore required to certify that they fall into none of the categories of ineligibility. The *Certification Regarding Debarment, Suspension, and Other Responsibility Matters: Primary Covered Transactions* is attached for this purpose, and must be signed and submitted with each prospective Lessee's agreement.

2. As spelled out in No. 6 of the attached *Instructions* for the aforementioned *Certification*, the *Order* further requires that all primary participants [i.e. *Lessees)* shall not knowingly enter into any lower tier covered transaction with a person or organization who is debarred, suspended, or otherwise ineligible. Primary participants are, therefore, required to obtain certification of eligibility from *all* prospective sub-Lessees and sub-Lessees prior to the commencement of the sub-agreement. The *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: Lower Tier Covered Transaction* is attached for this purpose.

3. The prospective Lessee certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

4. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this *Certification*, such prospective participant shall attach an explanation to this proposal.

APPROVED FOR THE LESSEE:

FRANK KELLY, CEO

Signature DATE: September 9, 2011

APPROVED FOR THE LESSOR:

Steve Gregory Chief Elected Official

Name of Authorized Official Title

Steve Gregory by [illegible] 9/9/11

Signature Date

Amendment #2

FINAL
Executed

FINAL 5-23-2013

June 7, 201

AMENDMENT #2
TO LEASE AGREEMENT
Between
TRG Customer Solutions, Inc. D/B/A IBEX Global Solutions
And
South Central Tennessee Workforce Alliance

The Lease Agreement made, entered into and executed on September 9, 2011 ("Initial Lease Agreement") and amended on August 16, 2012 ("First Amendment") by and between TRG Customer Solutions, Inc. D/B/A IBEX Global Solutions ("Lessee") and South Central Tennessee Workforce Alliance ("Lessor"), for Lessee to occupy call center and office space at the Workforce Development and Conference Center at Northfield in Spring Hill, Tennessee ("Building") is hereby further amended by this Amendment #2 to Lease Agreement ("Second Amendment") as follows:

1. **Definitions.** The Initial Lease Agreement along with the First Amendment and this Second Amendment shall be collectively referred to as the "Lease." Capitalized or other terms used in this Second Amendment and not otherwise defined herein shall have the meanings given them in the Initial Lease Agreement and the First Amendment.
2. **Leased Property.** Upon the Door 5 Delivery Date defined herein, the leased property, which now consists of 47,101 square feet of space leased by Lessee in Door 6 ("Door 6 Initial Premises"), shall be expanded by approximately 12,500 square feet (exact rentable SF to be calculated and field verified by an architect acceptable to Lessee, with measurement conforming to applicable BOMA standards) of call center and office space located on **Floor 2 of Door 5 (excluding the Executive Office Suite)** ("Door 5 Second Floor Expansion Premises"). Lessor shall have the leased property in move-in condition to Lessee's satisfaction ("Substantial Completion," as defined in Amendment Exhibit B hereto), and Lessee may take possession of the Door 5 Second Floor Expansion Premises at any time after the Door 5 Second Floor Delivery Date, which shall occur upon Substantial Completion of the Door 5 Second Floor Expansion Premises.

12,233 SqFt

3. **Term.** The Term of the Lease shall be remain unchanged and in effect until midnight on December 31, 2016 ("Lease Termination Date") unless renegotiated, extended, or terminated as provided herein or therein. Lessee shall have the right to extend its lease of any or all of the leased premises for (a) a first additional term ("First Additional Term") of up to 5 years at the rate of $12.69 per square foot as base rent plus an amount allocated to tenant improvements; and (b) a second additional term ("Second Additional Term") of up to 5 years at the rate of $12.69 per square foot as base rent plus an amount allocated to tenant improvements plus each month an Additional Rent, which shall be equal to one twelfth (1/12th) of Lessor's reasonable estimate of Lessee's Proportionate Share of

July 2013
Dec 2016
42 MONTHS

Operating Costs for each calendar year in excess of Lessee's Proportionate Share of the actual Operating Cost for 2017 ("Base Year"). Operating Costs shall be determined for each calendar year beginning with the Base Year on a consistent basis and shall be limited to the actual cost Lessor pays to provide the services described in Sections 3 and 4 of the Initial Lease Agreement; however, such costs shall not include the costs of capital improvements, and the cost of any new service or materially different level of service. Any new amenity or new category of expense incurred as an Operating Cost in any subsequent year and not included as an Operating Cost in the Base Year shall, for any such subsequent year in which such cost is so incurred, be added to and included as an Operating Cost in the Base Year as if such cost were incurred and/or paid in the Base Year. Lessee's Proportionate Share of Operating Costs shall be determined in accordance with the following formula: the rentable square footage of the leased property shall be divided by the rentable square footage of the Building. Starting with the Base Year, Lessor will provide to Lessee a detailed statement of the actual Operating Costs for the each calendar year by March 1 of the following calendar year along with an estimate of the Lessee's Proportionate Share of the Operating Costs for the current year. Any difference between the prior year's Additional Rent paid by the Lessee and the actual Lessee's Proportionate Share of Operating Costs shall be reconciled between Lessor and Lessee within 60 days of Lessee's receipt of such statement. Lessee shall have the right to audit statements of Operating Costs.

4. **Rent for Door 5 Second Floor Expansion Premises.**
   a. Rent payable by Lessee for the Door 5 Second Floor Expansion Premises shall commence on the earlier of (i) the start of live production operations therein by Lessee; or (ii) July 1, 2013 ("New Rent Start Date"). Rent for the Door 5 Second Floor Expansion Premises shall be due and payable at the rate of $12.59 per square foot as base rent plus an amount allocated to tenant improvements, on the same dates as other Rent under the Lease. From the Door 5 Second Floor Delivery Date to the New Rent Start Date, Lessee shall have the right to occupy the Door 5 Second Floor Expansion Space for the purpose of conducting business without paying Rent therefor.
   b. Upon (i) execution of this Second Amendment and (ii) 4 consecutive months of timely rent payments, Lessor shall irrevocably waive any and all accrued late fees, penalties, interest or other like amounts that may be owed by Lessee. Upon execution of this Second Amendment, Lessor shall immediately pay to Lessee all funds held by Lessor that are proceeds of grants or any other kind of governmental assistance, aid or incentive programs (collectively, "Grants").
   c. Lessor covenants and agrees that when and as any Grant funds may come into Lessor's possession in the future, Lessor will immediately pay such funds over to Lessee. To the extent Lessor shall fail to do so, Lessee shall be, and hereby is, authorized to offset immediately the amount of any such Grants held by Lessor

dollar-for-dollar against Lessee's Rent or any other obligations owed by Lessee to Lessor.

5. **Improvement Allowance.** Lessor shall provide to Lessee a lease improvement allowance equal to $600,000 ("Door 5 Second Floor Improvement Allowance"). Lessee shall be able to utilize the entire Door 5 Second Floor Improvement Allowance for (without limitation) finish-out of the Door 5 Second Floor Expansion Premises, cabling, and acquisition of furniture, fixtures and equipment (including broker commissions, telephones, telephone system, computers, computer monitors and other peripherals, software, and any other infrastructure, equipment or other improvements or services necessary in the sole opinion of Lessee for its operations). Lessee shall have the ongoing right to pay down at any time the principal balance associated with any loans Lessor has undertaken to finance any improvement allowances provided to Lessee, and Rent shall be reduced to reflect the reduction in ongoing debt service owed by Lessor.

6. **Workstations.** In addition to the Door 5 Second Floor Improvement Allowance, Lessor shall transfer ownership to Lessee of 150 Herman Miller workstations that are currently being stored on the second floor of Door 7.

7. **Lessee's Property.** Notwithstanding any other provision of the Lease, the parties acknowledge and agree that all furnishings, fixtures and equipment, and any and all other property and facilities, or portions thereof, installed and paid for from any improvement allowance provided to Lessee by Lessor, or funded from proceeds of any Grant, or provided directly by Lessor for Lessee's benefit (collectively "Expansion Property"), shall become the sole and exclusive property of Lessee, in fee, upon Lessee's Final Payment. Such transfer of Lessor's right, title and interest in Expansion Property shall be (a) automatic and self-executing upon Final Payment, pursuant to this express term of this Section 7, without further requirement of any action or document by either party; and (b) fully evidenced for the benefit of Lessee or any third party by Lessee's proof of Final Payment. However, Lessor also agrees to execute promptly at such time bills of sale, or other documents of further assurance, as Lessee may reasonably request to evidence further the transfer of title to Lessee.

8. **Parking.** In addition to the parking allocated to the Door 6 Initial Premises in Section 35 of the Initial Lease Agreement, Lessor shall provide to Lessee, at no cost to Lessee, 300 parking spaces proximate to Door 5 for the entire Term and any extensions of the Lease.

9. **Expansion Rights.** Lessee shall have the following expansion rights:
   a. Until the Lease Termination Date ("Exclusive Expansion Period"), Lessee shall have the Right of First Refusal with respect to the unoccupied portion of Door 5,

600,000.00
- 444,560.26
$ 155,439.74

425,223.26
10,237.00
436,560.26
8000.00
444

or any portion thereof ("Expansion Space"). Lessor may market the Expansion Space for lease. Lessee shall have the Right of First Refusal to match the equivalent terms of any bona fide written agreement reached between Lessor and a bona fide third party, who intends to enter into a lease for the Expansion Space ("Third Party Agreement"). If Lessor shall enter into a bona fide Third Party Agreement, Lessor shall give Lessee immediate written notice thereof, and Lessee shall have a period of 15 days in which Lessee may match the bona fide terms of the Third Party Agreement. If Lessee does match such terms, then Lessor shall lease the covered space to Lessee on such terms.

15 DAYS
7 ROR

b. In the event Lessee exercises any expansion rights in this Section 9, Lessor shall use its best efforts to provide to Lessee, at no cost to Lessee, a sufficient number of parking spaces to accommodate Lessee's requirements but in no case shall Lessor provide less than a ratio of six parking spaces per one-thousand rentable square feet leased for the entire Term and any extensions of the Lease.

10. Section 27 of the Initial Lease Agreement is hereby removed and replaced as follows:

" 27. Lessee shall have the ongoing option to terminate this Lease as follows:

(a) The parties acknowledge that Lessee is entering into this Lease for the purpose of securing space in which to provide its obligations under various contracts with different clients. If, at any time during the term, Lessee receives notice that any of its contracts will be terminated, not renewed, or that the terms or amount of work given Lessee will be modified so that Lessee's continued operations of the affected portion of the leased premises are no longer viable, in the sole option of Lessee (an "Adverse Event"), then Lessee may notify Lessor of such Adverse Event in writing ("Adverse Event Notice"). Upon the giving of the Adverse Event Notice, Lessee shall have the right to terminate the portion of the lease pertaining to the contract in question at any time thirty (30) days or more following the date of the Adverse Event Notice.

(b) Upon termination, Lessee shall pay to Lessor, upon the effective date of the termination, a termination fee ("Termination Fee") equal to the then remaining unamortized improvement allowance (calculated at a rate of five and one quarter percent [5.25%] per annum) related to the space being terminated on a pro rata basis.

(c) In the event that Lessee terminates less than the entire leased property, the space terminated shall be demisable to comply with applicable zoning and building codes and all other laws and regulations."

11. Lessor acknowledges that Lessee has made, and continues to make, a substantial commitment to and investment in Maury County, Tennessee and environs in reliance upon (among other things) the availability of a demographic pool of potential employees having skills and available at economically viable wages for Lessee. As a material inducement for Lessee to enter into this Lease Amendment, Lessor and its respective successors and/or assigns, shall not convey, assign, license, sell or lease any property in or adjoining the Building, whether now owned or hereafter acquired by Lessor, without first prohibiting the use of such property to be conveyed, assigned, licensed, sold or leased for the operation of a business that performs or conducts Business Process Outsourcing operations (the "Restriction"). The Restriction shall apply only as long as all of the following conditions exist: (i) Lessee is occupying the leased property and operating as a business process outsourcing provider, and (ii) Lessee is not in default of a material term of this Lease beyond all applicable periods of notice and cure. Such restriction shall be set forth and contained in the Memorandum of Lease and in any instrument of transfer as a covenant running with the land for the benefit of Lessee.

Restriction

SIGNATURES FOLLOW ON NEXT PAGE

APPROVED FOR THE LESSEE:

Stephen M. Kezirian, CEO

DATE: June 7th, 2013

Signature

APPROVED FOR THE LESSOR:

Name of Authorized Official Title

June 7th 2013

Signature Date

APPROVED FOR THE LESSEE:

Stephen M. Kezirian, CEO

Stephen M. Kezirian DATE: June 7th, 2013

Signature

APPROVED FOR THE LESSOR:

Name of Authorized Official Title

Signature Date

EXHIBIT A

Schedule of Rent Payments

EXHIBIT B

CONSTRUCTION AGREEMENT

This Construction Agreement ("Work Agreement") is attached to and made a part of the Lease, by and between South Central Tennessee Workforce Alliance ("Lessor") and TRG Customer Solutions, Inc. D/B/A IBEX Global Solutions, a Delaware corporation ("Lessee") dated April ___, 2013. The capitalized terms used in this Exhibit, and not otherwise defined herein that are defined in the Lease shall have the same meanings as provided in the Lease.

1. General

1.1 Purpose. This Work Agreement sets forth the terms and conditions governing the design, permitting and construction of the improvements to be installed in the leased property to effectuate the build-out and delivery of a "turn-key" call center in which virtually all aspects and functionality necessary to effectively run a call center ("Turn-key Call Center") for clients substantially like AT&T ("Client") shall be provided, including furniture, fixtures and equipment ("FF&E"), the procurement of which shall be handled as more fully provided in Section 6. In this regard, the specifications for the delivery of the Turn-key Call Center shall be mutually agreed to by the parties and set forth in the Lessee Plans (defined in Section 2 below). The timetable for the delivery of the Turn-Key Call Center shall be as follows: (a) by _________, 2013 – facilities meeting Client's security and site standards for production of at least 100 agents; and (b) no later than July 1, 2013 – the entire facility will meet Client's security and site standards to start live production, as provided in the final approved Lessee Plans (defined in Section 2 below). Milestones (a) and (b) in the preceding sentence are collectively referred to herein as "Substantial Completion."

1.2 Lessee's Representative. Lessee acknowledges that Lessee has appointed Greg Rajchel as its authorized representative ("Lessee's Representative") with full power and authority to bind Lessee for all actions taken with regard to the "Lessor's Work" (defined below).

1.3 Leasehold Improvements.

(a) Existing Improvements: Prior to the execution of the Lease, Lessor, at its sole expense, has constructed the base building improvements in the leased property ("Existing Improvements").

(b) New Improvements: In addition to the Existing Improvements and in accordance with this Work Agreement, Lessor shall construct and install, at Lessor's sole expense, all improvements, materials, finishes, equipment and other installations in the leased property as are mutually agreed upon by Lessor and Lessee and shown in the "Lessee Plans" described in Section 2 below (the "Lessor's Work") using building standard materials.

2. Lessee Plans. Lessor shall prepare the Lessee Plans (hereinafter defined) for the Lessor's Work. The Lessee Plans shall consist of the following:

(a) Space Plan: A plan for the leased property showing, among other things, the partition layout, door locations, and other general details of the Lessor's Work (the "Space Plan").

(b) Construction Drawings and Specifications: All construction working drawings, mechanical, electrical and other technical specifications, finishing details (including wall finishes and colors), details for the installation of technical and mechanical equipment, and other plans and information showing or specifying the Lessor's Work ("Construction Drawings").

3. Construction

3.1 Contractors. Lessor will provide a general contractor and construction manager for the supervision and management of the Lessor's Work ("Lessor's Representative"). Following Lessor's receipt of bids for Lessor's Work, Lessor shall submit the bids to Lessee for review and approval of contractor and budget, such approval not to be unreasonably withheld, conditioned or delayed.

3.2 Performance of Work. After Lessee's approval of the contractor, budget, Lessee Plans, and Lessor's receipt of all required permits, Lessor shall promptly commence the Lessor's Work and diligently pursue the same to Substantial Completion. Lessor shall cause the Lessor's Work to be constructed and installed (a) in substantial accordance with the approved Lessee Plans, (b) in a good and workmanlike manner consistent with industry standards for call centers, and (c) in substantial accordance with all applicable legal requirements. Lessor shall obtain all permits required for the Lessor's Work. Lessee and Lessee's Representative shall have the right from time to time to inspect the Lessor's Work as it progresses and shall advise Lessor of any variances noted from the requirements of the Lease, this Work Agreement or the Lessee Plans. Lessee and Lessee's Representative shall cooperate with Lessor and Lessor's Representative to facilitate the orderly construction of the Lessor's Work, without delay resulting from any act or failure to act of Lessee or Lessee's Representative.

3.3 Cost Estimate. The term "Cost Estimate" means all costs of designing, obtaining permits for, and constructing the Lessor's Work as submitted by Lessor. The Cost Estimate will be disclosed to Lessee on a line-item basis with weekly updates. Lessor will not charge any supervision, development and overhead charge for the Lessor's Work.

4. Change Orders. If Lessee requests any change or addition to the Lessor's Work after Lessor's approval of the Construction Drawings, Lessor shall respond to Lessee's request within two (2) business days after it has been received. If Lessor approves such request, Lessor shall, as soon as practicable after such approval, notify Lessee of the cost of such change order and the delay in Substantial Completion of the leased property, if any, due to the change order.

5. Substantial Completion.

5.1 Substantial Completion. "Substantial Completion" of the leased property means meeting each of milestones set forth in Section 1.01(a) and (b) on a timely basis.

5.2 Punch List. Prior to delivery of possession of the leased property to Lessee, the general contractor and Lessee shall prepare a preliminary punch list in writing for Lessor's and Lessee's review. Lessor and Lessee shall examine the leased property and shall agree on a final punch list which shall specify the items of work that require completion, correction, repair or replacement. Lessor shall provide a written punch list to Lessee within two (2) business days of the walk through. Lessee shall approve or disapprove the punch list in writing within two (2) business days of receipt.

6. Door 5 Second Floor Improvement Allowance. The Door 5 Second Floor improvement allowance is defined in the Second Amendment. Lessor shall pay the cost of the construction of the Lessor's Work (including FF&E) directly to the architect, contractors, and vendors, and charge the cost against the Door 5 Second Floor Improvement Allowance, providing Lessee with reports of all such payments. All architectural design costs and expenses shall be paid by Lessee separately, or shall be charged against the Lessee Improvement Allowance. Lessor also shall have input into Lessee's selection of vendors to provide the items that are included in the FF&E; provided, however, that all decisions regarding the selection of vendors and the actual furniture, fixtures and equipment shall be at Lessee's reasonable and sole discretion. Lessee agrees to use its reasonable efforts to utilize local vendors to the extent that their pricing and service meet competitive standards for similar construction and FF&E. Lessee will approve and submit invoices to Lessor for all matters to be paid from the Lessee Improvement Allowance, and Lessor shall pay all such invoices directly to the vendors thereof within thirty (30) days, subject to receipt of usual and customary lien waivers and the like.

7. Possession by Lessee. Unless expressly otherwise set forth in writing by Lessee to Lessor, the taking of possession of the leased property by Lessee shall constitute an acknowledgment by Lessee that the leased property are in good condition and that all Lessor's Work has been satisfactorily completed by Lessor, except for any items contained in the punch list prepared as provided in Section 5.2. Lessor shall correct and complete any items outlined in the punch list to Lessee's satisfaction within thirty (30) days.

8. Changes to Comply With Laws. In the event any governing jurisdiction requires changes to the plans in order to obtain the permit or changes to the improvements for any reason, the cost of such changes shall be paid by Lessor.

EXHIBIT C

Janitorial Services

Voith Industrial Services

Janitorial Services requirements for : (per quote # 5010 dated December 22, 2010)

Northfield Career & Technology Center
100 Saturn Parkway
Spring Hill Tennessee 37174

- **Approx 50,000 Square Feet**
  - Showroom
  - Theatre
  - Conference Center (Rooms 1/2/3)
  - Class Room Area
  - Career Center Staff Offices
  - Executive Offices w/ Conference Room
  - Advanced Manufacturing Lab (WDC)

All services to be provided for the above areas specified :

- Provide all cleaning supplies and equipment and trash bags for large and small trash containers
- Sweep and mop restroom* floors (weekly)
- Vacuum carpeted floors (weekly)
- Shampoo carpet (every 6 months)
- Empty, clean, deodorize waste containers / compactor dumpsters (daily)
- Clean and sanitize restrooms, including baseboards and walls (monthly)
- Dust walls periodically to remove spider webs, dust, etc.
- Change toilet tissue rolls, hand towel, and soap dispensers as needed in restrooms *
- Change inside trash bags as needed
- Clean and change trash bags / ash urns outside as needed
- Strip, wax and buff tile floors (quarterly)
  - Showroom
  - Red Skylight / Cafeteria
- Clean front entrance glass doors (Doors # 1-5)(quarterly)
- Sweep and empty trash in Adv Mfg Lab area (WDC) (weekly)
- Availability for emergency clean-up calls
- Special Requests

Restrooms defined / to be serviced:

- 1st Floor – Lobby
- 1st Floor – Door #3 (Media Center)
- 1st Floor – Door #4 (Red Sky Light)
- 1st Floor – Door #5 (Blue Skylight)
- 2nd Floor – Door #3 (Media Center)
- 2nd Floor – Door #5 (Blue Skylight)
- 2nd Floor – Door #5 (Executive Kitchenette)

Amendment #3

Executed Copy 3-6-14

DRAFT 1-6-2014

AMENDMENT #3
TO LEASE AGREEMENT
Between
TRG Customer Solutions, Inc. D/B/A IBEX Global Solutions
And
South Central Tennessee Workforce Alliance

The Lease Agreement made, entered into and executed on September 9, 2011 ("Initial Lease Agreement"), amended on August 16, 2012 ("First Amendment") and amended on May 23, 2013 ("Second Amendment") by and between TRG Customer Solutions, Inc. D/B/A IBEX Global Solutions ("Lessee") and South Central Tennessee Workforce Alliance ("Lessor"), for Lessee to occupy call center and office space at the Workforce Development and Conference Center at Northfield in Spring Hill, Tennessee ("Building") is hereby further amended by this Amendment #3 to Lease Agreement ("THIRD Amendment") as follows:

1. Definitions. The Initial Lease Agreement along with the First & Second Amendments and this THIRD Amendment shall be collectively referred to as the "Lease." Capitalized or other terms used in this THIRD Amendment and not otherwise defined herein shall have the meanings given them in the Initial Lease Agreement and the First & Second Amendments.
2. Leased Property. Upon the Executive Office Suite Delivery Date defined herein, the leased property, which now consists of 47,101 square feet of space leased by Lessee in Door 6 ("Door 6 Initial Premises") and 12,233 square feet of space leased by Lessee in Door 5 ("Door 5 Second Floor Expansion Premises"), shall be expanded by approximately 8,100 square feet (exact rentable SF to be calculated and field verified by an architect acceptable to Lessee, with measurement conforming to applicable BOMA standards) of office space located on Floor 2 of Door 5 ("Door 5 Second Floor Executive Office Suite"). Lessor shall have the leased property in move-in condition to Lessee's satisfaction ("Substantial Completion," as defined in Amendment Exhibit B hereto), and Lessee may take possession of the Door 5 Second Floor Executive Office Suite at any time after the Delivery Date, which shall occur upon Substantial Completion of the Door 5 Second Floor Executive Office Suite.
3. Term. The Term of the "Lease" shall be changed and in effect until midnight on March 31, 2017 ("Lease Termination Date") unless renegotiated, extended, or terminated as provided herein or therein. Lessee shall have the right to extend its lease of any or all of the leased premises. The "Second Amendment" covers Door 6 (47,101 sqft) and Door 5 (12,233 sqft) extension rates. This "Third Amendment" will cover the Executive Office Suite extension only for (a) a first additional term ("First Additional Term") of up to 5 years at the rate of $15.62 per square foot as base rent plus an amount allocated to tenant

WiB
3/6/14

Executed Copy 3-6-14

improvements; and (b) a second additional term ("Second Additional Term") of up to 5 years at the rate of $15.74 per square foot as base rent plus an amount allocated to tenant improvements plus each month an Additional Rent, which shall be equal to one twelfth (1/12th) of Lessor's reasonable estimate of Lessee's Proportionate Share of Operating Costs as outlined in the "Second Amendment".

4. Rent for Door 5 Second Floor Executive Office Suite
   a. Rent payable by Lessee for the Door 5 Second Floor Executive Office Suite shall commence on April 1, 2014 ("New Rent Start Date"). Rent for the Door 5 Second Floor Executive Office Suite shall be due and payable at the rate of $15.00 per square foot as base rent plus an amount allocated to tenant improvements, on the same dates as other Rent under the Lease. From the Door 5 Second Floor Delivery Date to the New Rent Start Date, Lessee shall have the right to occupy the Door 5 Second Floor Executive Office Suite for the purpose of conducting business without paying Rent therefor.

5. Improvement Allowance. Lessor shall provide to Lessee a lease improvement allowance equal to $155,439.74 ("Door 5 Second Floor Improvement Allowance REMAINING") (Original $600,000 minus $444,560.26 committed/spent to date from "Second Amendment"). Lessee shall be able to utilize the Remaining Door 5 Second Floor Improvement Allowance for (without limitation) finish-out of the Door 5 Second Floor Executive Office Suite, cabling, and acquisition of furniture, fixtures and equipment (including broker commissions, telephones, telephone system, computers, computer monitors and other peripherals, software, and any other infrastructure, equipment or other improvements or services necessary in the sole opinion of Lessee for its operations). Lessee shall have the ongoing right to pay down at any time the principal balance associated with any loans Lessor has undertaken to finance any improvement allowances provided to Lessee, and Rent shall be reduced to reflect the reduction in ongoing debt service owed by Lessor.

6. Workstations. In addition to the Door 5 Second Floor Improvement Allowance, Lessor shall provide existing Office Furniture for the Executive Office Suite.

7. Lessee's Property. Notwithstanding any other provision of the Lease, the parties acknowledge and agree that all furnishings, fixtures and equipment, and any and all other property and facilities, or portions thereof, installed and paid for from any improvement allowance provided to Lessee by Lessor, or funded from proceeds of any Grant, or provided directly by Lessor for Lessee's benefit (collectively "Expansion Property"), shall become the sole and exclusive property of Lessee, in fee, upon Lessee's Final Payment. Such transfer of Lessor's right, title and interest in Expansion Property shall be (a) automatic and self-executing upon Final Payment, pursuant to this express term of this

WHB 3/4/14

Executed Copy 3-6-14

Section 7, without further requirement of any action or document by either party; and (b) fully evidenced for the benefit of Lessee or any third party by Lessee's proof of Final Payment. However, Lessor also agrees to execute promptly at such time bills of sale, or other documents of further assurance, as Lessee may reasonably request to evidence further the transfer of title to Lessee.

SIGNATURES FOLLOW ON NEXT PAGE

WTB 3/4/14

Executed Copy 3-6-14

APPROVED FOR THE LESSEE:

Stephen M. Kezirian, CEO

Steph M. Kezirian

Signature

DATE: March 6, 2014

APPROVED FOR THE LESSOR:

Jean McKeel

Name of Authorized Official

Executive Director

Title

Jean McKeel

Signature

3/6/2014

Date

WTB 3/6/14

Executed Copy 3-6-14

EXHIBIT A

Schedule of Rent Payments

WTB
3/6/14

Executed Copy 3-6-14

EXHIBIT B

CONSTRUCTION AGREEMENT

This Construction Agreement ("Work Agreement") is attached to and made a part of the Lease, by and between South Central Tennessee Workforce Alliance ("Lessor") and TRG Customer Solutions, Inc. D/B/A IBEX Global Solutions, a Delaware corporation ("Lessee") dated January ___, 2014. The capitalized terms used in this Exhibit, and not otherwise defined herein that are defined in the Lease shall have the same meanings as provided in the Lease.

1. General

1.1 Purpose. This Work Agreement sets forth the terms and conditions governing the design, permitting and construction of the improvements to be installed in the leased property to effectuate the build-out and delivery of an Executive Office Suite shall be provided, including office furniture, the procurement of which shall be handled as more fully provided in Section 6. In this regard, the specifications for the delivery of the Executive Office Suite shall be mutually agreed to by the parties and set forth in the Lessee Plans (defined in Section 2 below). The timetable for the delivery of the Executive Office Suite shall be as follows: (a) by _______, 2014 – facilities meeting Client's security and site standards; and (b) no later than March 31, 2014 – the entire facility will meet Client's security and site standards to start live production, as provided in the final approved Lessee Plans (defined in Section 2 below). Milestones (a) and (b) in the preceding sentence are collectively referred to herein as "Substantial Completion."

1.2 Lessee's Representative. Lessee acknowledges that Lessee has appointed Greg Rajchel as its authorized representative ("Lessee's Representative") with full power and authority to bind Lessee for all actions taken with regard to the "Lessor's Work" (defined below).

1.3 Leasehold Improvements.

(a) Existing Improvements: Prior to the execution of the Lease, Lessor, at its sole expense, has constructed the base building improvements in the leased property ("Existing Improvements").

(b) New Improvements: In addition to the Existing Improvements and in accordance with this Work Agreement, Lessor shall construct and install, at Lessor's sole expense, all improvements, materials, finishes, equipment and other installations in the leased property as are mutually agreed upon by Lessor and Lessee and shown in the "Lessee Plans" described in Section 2 below (the "Lessor's Work") using building standard materials.

WTB 3/4/14

Executed Copy 3-6-14

2. Lessee Plans. Lessor shall prepare the Lessee Plans (hereinafter defined) for the Lessor's Work. The Lessee Plans shall consist of the following:

(a) Space Plan: A plan for the leased property showing, among other things, the partition layout, door locations, and other general details of the Lessor's Work (the "Space Plan").

(b) Construction Drawings and Specifications: All construction working drawings, mechanical, electrical and other technical specifications, finishing details (including wall finishes and colors), details for the installation of technical and mechanical equipment, and other plans and information showing or specifying the Lessor's Work ("Construction Drawings").

3. Construction

3.1 Contractors. Lessor will provide a general contractor and construction manager for the supervision and management of the Lessor's Work ("Lessor's Representative"). Following Lessor's receipt of bids for Lessor's Work, Lessor shall submit the bids to Lessee for review and approval of contractor and budget, such approval not to be unreasonably withheld, conditioned or delayed.

3.2 Performance of Work. After Lessee's approval of the contractor, budget, Lessee Plans, and Lessor's receipt of all required permits, Lessor shall promptly commence the Lessor's Work and diligently pursue the same to Substantial Completion. Lessor shall cause the Lessor's Work to be constructed and installed (a) in substantial accordance with the approved Lessee Plans, (b) in a good and workmanlike manner consistent with industry standards for call centers, and (c) in substantial accordance with all applicable legal requirements. Lessor shall obtain all permits required for the Lessor's Work. Lessee and Lessee's Representative shall have the right from time to time to inspect the Lessor's Work as it progresses and shall advise Lessor of any variances noted from the requirements of the Lease, this Work Agreement or the Lessee Plans. Lessee and Lessee's Representative shall cooperate with Lessor and Lessor's Representative to facilitate the orderly construction of the Lessor's Work, without delay resulting from any act or failure to act of Lessee or Lessee's Representative.

3.3 Cost Estimate. The term "Cost Estimate" means all costs of designing, obtaining permits for, and constructing the Lessor's Work as submitted by Lessor. The Cost Estimate will be disclosed to Lessee on a line-item basis with weekly updates. Lessor will not charge any supervision, development and overhead charge for the Lessor's Work.

4. Change Orders. If Lessee requests any change or addition to the Lessor's Work after Lessor's approval of the Construction Drawings, Lessor shall respond to Lessee's request within two (2) business days after it has been received. If Lessor approves such request, Lessor shall, as soon as practicable after such approval, notify Lessee of the cost of such change order and the delay in Substantial Completion of the leased property, if any, due to the change order.

WTB 3/6/14

Executed Copy 3-6-14

5. Substantial Completion.

5.1 Substantial Completion. "Substantial Completion" of the leased property means meeting each of milestones set forth in Section 1.01(a) and (b) on a timely basis.

5.2 Punch List. Prior to delivery of possession of the leased property to Lessee, the general contractor and Lessee shall prepare a preliminary punch list in writing for Lessor's and Lessee's review. Lessor and Lessee shall examine the leased property and shall agree on a final punch list which shall specify the items of work that require completion, correction, repair or replacement. Lessor shall provide a written punch list to Lessee within two (2) business days of the walk through. Lessee shall approve or disapprove the punch list in writing within two (2) business days of receipt.

6. Door 5 Second Floor Improvement Allowance. The Door 5 Second Floor improvement allowance is defined in the Second Amendment. Lessor shall pay the cost of the construction of the Lessor's Work (including FF&E) directly to the architect, contractors, and vendors, and charge the cost against the Door 5 Second Floor Improvement Allowance, providing Lessee with reports of all such payments. All architectural design costs and expenses shall be paid by Lessee separately, or shall be charged against the Lessee Improvement Allowance. Lessor also shall have input into Lessee's selection of vendors to provide the items that are included in the FF&E; provided, however, that all decisions regarding the selection of vendors and the actual furniture, fixtures and equipment shall be at Lessee's reasonable and sole discretion. Lessee agrees to use its reasonable efforts to utilize local vendors to the extent that their pricing and service meet competitive standards for similar construction and FF&E. Lessee will approve and submit invoices to Lessor for all matters to be paid from the Lessee Improvement Allowance, and Lessor shall pay all such invoices directly to the vendors thereof within thirty (30) days, subject to receipt of usual and customary lien waivers and the like.

7. Possession by Lessee. Unless expressly otherwise set forth in writing by Lessee to Lessor, the taking of possession of the leased property by Lessee shall constitute an acknowledgment by Lessee that the leased property are in good condition and that all Lessor's Work has been satisfactorily completed by Lessor, except for any items contained in the punch list prepared as provided in Section 5.2. Lessor shall correct and complete any items outlined in the punch list to Lessee's satisfaction within thirty (30) days.

8. Changes to Comply With Laws. In the event any governing jurisdiction requires changes to the plans in order to obtain the permit or changes to the improvements for any reason, the cost of such changes shall be paid by Lessor.

WTB 3/6/14

Amendment #4

AMENDMENT #4
TO LEASE AGREEMENT
Between
TRG Customer Solutions, Inc. D/B/A IBEX Global Solutions
And
South Central Tennessee Workforce Alliance

The Lease Agreement made, entered into and executed on September 9, 2011 ("Initial Lease Agreement"), as subsequently amended, by and between TRG Customer Solutions, Inc. D/B/A IBEX Global Solutions ("Lessee") and South Central Tennessee Workforce Alliance ("Lessor"), for Lessee to occupy call center and office space at the Workforce Development and Conference Center at Northfield in Spring Hill, Tennessee ("Building") is hereby further amended by this Amendment #4 to Lease Agreement ("Fourth Amendment") as follows:

1. **Definitions.** The Initial Lease Agreement along with all prior amendments and this Fourth Amendment shall be collectively referred to as the "Lease." Capitalized or other terms used in this Fourth Amendment and not otherwise defined herein shall have the meanings given them in the Initial Lease Agreement and the prior amendments.
2. **Loan Amortization.** Lessor and Lessee agree that the amortization schedule attached hereto is the true and correct repayment schedule for all existing tenant improvement debt owed by Lessee to Lessor. Accordingly, Lessee's payment due on April 21, 2016 in the amount of $2,616.75 is the final payment due, and after the making of that payment, all of Lessee's tenant improvement obligations to Lessor will be paid in full.
3. **Lessee's Property.** Notwithstanding any other provision of the Lease, the parties acknowledge and agree that all furnishings, fixtures and equipment, and any and all other property and facilities, or portions thereof, installed and paid for from any improvement allowance provided to Lessee by Lessor, or funded from proceeds of any Grant, or provided directly by Lessor for Lessee's benefit (collectively "Expansion Property"), shall become the sole and exclusive property of Lessee, in fee, upon Lessee's Final Payment. Such transfer of Lessor's right, title and interest in Expansion Property shall be (a) automatic and self-executing upon Final Payment, pursuant to this express terms of this Section 3, without further requirement of any action or document by either party; and (b) fully evidenced for the benefit of Lessee or any Fourth party by Lessee's proof of Final Payment. However, Lessor also agrees to execute promptly at such time bills of sale, or other documents of further assurance, as Lessee may reasonably request to evidence further the transfer of title to Lessee.

SIGNATURES FOLLOW ON NEXT PAGE

APPROVED FOR THE LESSEE:

Robert T. Dechant, CEO

______________________________ DATE: July ___, 2015

Signature

APPROVED FOR THE LESSOR:

Jan McKeel Executive Director

Name of Authorized Official Title

8/12/15

Signature Date

AMORTIZATION SCHEDULE

App. Date	Application No.	Loan Amount	Branch	Collateral	Officer	Init.
04-21-2015		1,469,439.80	001	01		

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Applicant: SCTNW

Lender: FIRST FARMERS AND MERCHANTS BANK
Main Office
P.O. Box 1148
Columbia, TN 38402-1148
(931) 388-3145

Disbursement Date: August 21, 2013
Interest Rate: 5.250

Repayment Schedule: Balloon
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	09-21-2013	52,341.46	6,643.09	45,698.37	1,423,741.43
2	10-21-2013	52,341.46	6,228.87	46,112.59	1,377,628.84
3	11-21-2013	52,341.46	6,228.03	46,113.43	1,331,515.41
4	12-21-2013	52,341.46	5,825.38	46,516.08	1,284,999.33
2013 TOTALS:		209,365.84	24,925.37	184,440.47	
5	01-21-2014	52,341.46	5,809.27	46,532.19	1,238,467.14
6	02-21-2014	52,341.46	5,598.90	46,742.56	1,191,724.58
7	03-21-2014	52,341.46	4,866.21	47,475.25	1,144,249.33
8	04-21-2014	52,341.46	5,172.96	47,168.50	1,097,080.83
9	05-21-2014	52,341.46	4,799.73	47,541.73	1,049,539.10
10	06-21-2014	52,341.46	4,744.79	47,596.67	1,001,942.43
11	07-21-2014	52,341.46	4,383.50	47,957.96	953,984.47
12	08-21-2014	52,341.46	4,312.80	48,028.66	905,955.81
13	09-21-2014	52,341.46	4,095.68	48,245.78	857,710.03
14	10-21-2014	52,341.46	3,752.48	48,588.98	809,121.05
15	11-21-2014	52,341.46	3,657.90	48,683.56	760,437.49
16	12-21-2014	52,341.46	3,326.91	49,014.55	711,422.94
2014 TOTALS:		628,097.52	54,521.13	573,576.39	
17	01-21-2015	52,341.46	3,216.22	49,125.24	662,297.70
18	02-21-2015	52,341.46	2,994.14	49,347.32	612,950.38
19	03-21-2015	52,341.46	2,502.88	49,838.58	563,111.80
20	04-21-2015	52,341.46	2,545.73	49,795.73	513,316.07
21	05-21-2015	52,341.46	2,245.76	50,095.70	463,220.37
22	06-21-2015	52,341.46	2,094.14	50,247.32	412,973.05
23	07-21-2015	52,341.46	1,806.76	50,534.70	362,438.35
24	08-21-2015	52,341.46	1,638.52	50,702.94	311,735.41
25	09-21-2015	52,341.46	1,409.30	50,932.16	260,803.25
26	10-21-2015	52,341.46	1,141.01	51,200.45	209,602.80
27	11-21-2015	52,341.46	947.58	51,393.88	158,208.92
28	12-21-2015	52,341.46	692.16	51,649.30	106,559.62
2015 TOTALS:		628,097.52	23,234.20	604,863.32	
29	01-21-2016	52,341.46	481.74	51,859.72	54,699.90
30	02-21-2016	52,341.46	247.29	52,094.17	2,605.73
31	03-21-2016	2,616.75	11.02	2,605.73	0.00
2016 TOTALS:		107,299.67	740.05	106,559.62	
TOTALS:		1,572,860.55	103,420.75	1,469,439.80	

NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.