

600 N. Broadway Ave.  
Suite A, Suite B, & Suite 205  
Bartow, FL 33830

**LEASE AGREEMENT**

by and between

**POLK COUNTY WORKFORCE DEVELOPMENT BOARD, INC.,**  
a Florida Not for Profit corporation

as “Tenant”

**and**

**POLK BUILDING LLC,**  
a Florida limited liability company

as “Landlord”

**Effective Date: \_\_\_\_\_, 2023**

## LEASE AGREEMENT

### BASIC LEASE INFORMATION

Lease Date: \_\_\_\_\_, 2023

Landlord: POLK BUILDING LLC, a Florida limited liability company

Landlord's Address: POLK BUILDING LLC  
PO BOX 1282  
Winter Haven, Florida 33882-1282

Tenant: POLK COUNTY WORKFORCE DEVELOPMENT BOARD, INC. (D/B/A CareerSource Polk), a Florida Not For Profit corporation

Tenant's Address and Phone: 600 North Broadway Avenue  
Suite B  
Bartow, Florida 33830  
(863) 508-2925

Premises Square Footage: Approximately 1,950 rentable square feet +/- (Suite A) on the first floor, approximately 3,180 rentable square feet +/- (Suite B) on the first floor, and approximately 1,288 rentable square feet +/- (Suite 205) on the second floor, collectively, for a total of approximately 6,418 rentable square feet +/- of the Building as depicted in Exhibit "B".

Premises Address: 600 N. Broadway Avenue  
Bartow, Florida 33830

Building: The building located at 600 N. Broadway Avenue, Bartow, Florida, together with the land on which the Building is situated.

Length of Term: Three (3) years

Commencement Date: July 1, 2023, or the date on which Tenant and Landlord execute this Lease, whichever is later.

Rent Commencement Date: July 1, 2023

Expiration Date: June 30, 2026

Base Rent: The amounts set forth in Section 2.1 of this Lease.

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (the "Lease") is made and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the "Effective Date"), between **POLK COUNTY WORKFORCE DEVELOPMENT BOARD, INC. (D/B/A CareerSource Polk)**, a Florida Not For Profit corporation ("Tenant") and **POLK BUILDING LLC**, a Florida limited liability company ("Landlord").

### Recitals

**A.** Landlord owns the land and building located at 600 N. Broadway Ave., Bartow, Florida 33830 (the "Building") and legally described on Exhibit "A" attached hereto and made part hereof (the land and Building are collectively known herein as the "Property").

**B.** Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, approximately 1,950 rentable square feet (Suite A) on the first floor, approximately 3,180 rentable square feet (Suite B) on the first floor, and approximately 1,288 rentable square feet (Suite 205) on the second floor, collectively, for a total of approximately 6,418 rentable square feet of the Building as depicted in Exhibit "B" attached hereto, together with all structures, fixtures, and improvements located thereon (the "Premises"), in accordance with the terms and conditions of this Lease.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Landlord and Tenant agree as set forth below.

### **SECTION 1. PREMISES, TERM AND USE.**

**1.1 Premises.** In consideration of the mutual agreements contained in this Lease, Landlord leases to Tenant, and Tenant does hereby lease from Landlord the Premises, upon the agreements, terms and conditions of this Lease for the Term hereinafter stated. Notwithstanding the forgoing, Tenant shall provide for its own parking needs.

**1.2 Term.** This Lease shall be for a term of three (3) years (the "Term") commencing on the Commencement Date and terminating on the Expiration Date, as set forth in the Basic Lease Information. The term "Lease Year" as used herein shall mean the twelve-month period commencing as of the Commencement Date and on each annual anniversary thereafter of the Commencement Date occurring during the Term.

**1.3 Permitted Use.** Tenant may use the Leased Premises for professional office use or a similar use upon the prior written consent from Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed (the "Permitted Use").

### **SECTION 2. RENT AND SECURITY DEPOSIT**

**2.1 Base Rent.** Tenant shall pay to Landlord the base rent ("Base Rent") as follows:

<b>Lease Year:</b>	<b>Annual Base Rent:</b>	<b>Monthly Base Rent:</b>	<b>Est. Sales Tax:</b>	<b>Total Monthly Base Rent:</b>
<b>1</b>	\$85,718.58	\$7,143.22	\$0.00	\$7,143.22
<b>2</b>	\$88,290.14	\$7,357.51	\$0.00	\$7,357.51
<b>3</b>	\$90,938.84	\$7,578.24	\$0.00	\$7,578.24

All payments of Base Rent shall be made in equal monthly installments, in advance on the first day of the month. If the Commencement Date shall be on any day other than the first day of a calendar month, Base Rent and other charges for such month shall be prorated based upon a per diem basis. The term “Rent” as used herein shall mean the Base Rent and any other amounts payable to Landlord under this Lease.

**2.2 Lease Renewal.** So long as Tenant is not in default under this Lease, upon expiration of the Initial Term, Tenant shall have the option to renew the lease for two additional three (3) year terms (“First Renewal Term” and “Second Renewal Term”, respectively) upon not less than one hundred eighty (180) days prior written notice to Landlord, at which time the option to extend will be deemed irrevocable. Upon commencement of the First Renewal Term and Second Renewal Term, Base Rent shall increase three percent (3%) from the previous term’s Base Rent amount on an annual basis.

**2.3 Sales Taxes.** Tenant shall pay to Landlord all sales and use taxes payable with respect to Base Rent and all other sums payable under this Lease by Tenant and classified as rent by the taxing authorities, and Landlord shall remit such taxes paid by Tenant under this Lease to the appropriate governmental authority having jurisdiction thereof.

**2.4 Security Deposit.** Upon execution of this Lease, Tenant’s existing Security Deposit in the amount of Eight Thousand Eight Hundred Seventy-Five dollars and 90/100 (\$8,875.90) (“Deposit”) shall be carried forward by the Landlord as security for the performance by Tenant of its agreements and obligations under this Lease. If Tenant defaults in the payment of Rent or otherwise, Landlord may, without prejudice to other remedies available to Landlord under the terms of this Lease, apply as much of said Deposit as may be necessary to compensate Landlord toward payment of Rent or other loss or damage to Landlord stemming from such default and Tenant shall immediately, upon notice from Landlord, restore said Deposit to its original sum. Tenant’s failure to pay to Landlord a sufficient sum to restore the Deposit to its original amount within three (3) days after receipt of notice shall constitute a default under this Lease. Said Deposit, less any amount expended as aforesaid, shall be returned to Tenant within a reasonable time after the expiration of the Term. The Deposit may be commingled with Landlord’s other monies and Landlord shall have no liability to Tenant for any interest on the Deposit. Upon Landlord’s sale of Landlord’s interest in the Leased Premises to any party, if Landlord delivers the Deposit to such party, Landlord shall be relieved of any and all further obligations to Tenant with respect to the Deposit. No mortgage holder shall be responsible for the return of the Deposit.

**2.5 Electronic Payments.** At Tenant's option, Tenant shall have the right to make payments of Base Rent and other amounts due under the terms of the Lease by electronic funds transfer into an account specified by Landlord at an Automated Clearing House member bank. In the event Tenant elects to make payments to Landlord by electronic funds transfer, Landlord shall, upon request, provide all necessary information and complete all forms required by Tenant to process and effectuate such electronic payments. Nothing herein shall obligate Tenant to make electronic payments, and, in the event Tenant has elected to process payments to Landlord electronically, Tenant shall have the right, at any time, to discontinue such electronic payments provided that Tenant continues making such payments in accordance with the terms of the Lease.

### **SECTION 3. REPRESENTATIONS AND WARRANTIES OF LANDLORD**

**3.1** In order to induce Tenant to enter into this Lease, Landlord hereby makes the following warranties and representations, which warranties and representations shall be true and correct as of the Effective Date and shall survive the Effective Date:

**3.1.1 Authority to Enter into and Consummate the Offer.** Landlord has all requisite power and authority to execute, deliver and perform this Lease. The execution, delivery and performance of this Lease by Landlord and all required consents and approvals have been duly obtained. This Lease constitutes a legal, valid and binding obligation of the Landlord, which is enforceable against the Landlord in accordance with its terms, subject as to enforceability, to bankruptcy, insolvency, and other laws of general applicability relating to or affecting creditors' rights generally and to general equity principles. Neither the execution nor delivery of this Lease, nor the consummation of the transaction contemplated hereby, will conflict with or result in a breach under any agreement or instrument by which the Landlord or the Leased Premises is bound, and, to the best of Landlord's knowledge, will not constitute a violation of any applicable law, rule, regulation, judgment, writ, order or decree of any governmental entity or court to which the Landlord or the Premises is subject.

**3.1.2 OFAC: Prohibited Transactions And Persons.** Landlord represents and warrants that it is not listed, nor is it owned or controlled by, or acting for or on behalf of any person or entity, on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, or any other list of persons or entities with whom Tenant is restricted from doing business ("OFAC List"). Landlord shall provide such documentary and other evidence of Landlord's identity and ownership as may be reasonably requested by Tenant upon request to enable Tenant to verify Landlord's identity.

### **SECTION 4. REPRESENTATIONS AND WARRANTIES OF TENANT**

To induce Landlord to enter into this Lease, Tenant represents and warrants to Landlord that Tenant has the right and authority to enter in this Lease and perform all of its obligations hereunder without obtaining any consents from any public or private parties. This Lease constitutes a legal, valid and binding obligation of Tenant, which is enforceable against Tenant in accordance with its terms, subject as to enforceability, to bankruptcy, insolvency, and other laws of general applicability relating to or affecting creditors' rights generally and to general equity principles. Neither the execution nor delivery of this Lease, nor the consummation of the transaction contemplated hereby, will conflict with or result in a breach under any agreement or

instrument by which Tenant is bound, and will not constitute a violation of any applicable law, rule, regulation, judgment, writ, order or decree of any governmental entity or court to which Tenant is subject.

## **SECTION 5. SERVICES, IMPROVEMENTS, ALTERATIONS AND SIGNAGE**

**5.1 Alterations by Tenant.** Tenant shall provide Landlord with plans and specifications for Tenant's initial improvements of the Premises (the "Initial Improvements") for Landlord's review and approval at Landlord's sole and absolute discretion, which shall not be unreasonably withheld. Within ten (10) business days after receiving Tenant's plans and specifications for the Initial Improvements, Landlord shall notify Tenant whether or not it approves the plans and specifications. Landlord and Tenant shall work diligently and in good faith to agree upon plans and specifications for the Initial Improvements. Upon completion of the Initial Improvements, Tenant shall provide Landlord with CAD drawings for the Initial Improvements. After the completion of the Initial Improvements, Tenant shall not be required to obtain Landlord's consent for cosmetic or non-structural alterations to the interior of the Premises; provided, however, Tenant shall be required to obtain Landlord's consent for any alterations or improvements which would affect the structural portions of the Premises or any of the Building's systems or would be visible outside the Premises, which consent shall not be unreasonably withheld. The term "Alterations" as used herein shall mean all alterations or improvements made to the Premises by Tenant.

**5.2 Signage.** Tenant shall furnish and install its own signage at its own cost and expense. Notwithstanding the forgoing, Landlord must approve all new signage in writing prior to Tenant's installation, in Landlord's sole and absolute discretion.

## **SECTION 6. REPAIR AND MAINTENANCE OF PREMISES AND BUILDING**

**6.1 Landlord Maintenance.** Landlord agrees to repair, maintain, and, if necessary, replace, the following items in a condition and manner consistent with comparable buildings in the Bartow, Florida area ("Comparable Buildings"): all of the structural portions of the interior and exterior of the Building and Premises, including, without limitation, the exterior walls, foundations, roofs, subsurface areas, load-bearing items, ceilings or interior walls damaged by pipe leaks, stairs and other structural components; all systems serving the Building and Premises including, without limitation, electrical (up to the point of the fixture), plumbing (up to the point of the fixture), mechanical, fire-safety, security (excluding Premises), elevator servicing, and HVAC units serving the Premises exclusively (provided, however, Tenant at its sole expense, shall maintain and repair any supplemental HVAC system(s) or security system(s) installed in the Premises by Tenant). Notwithstanding the foregoing, Landlord's maintenance obligations shall only apply to areas and facilities in the Building provided and so designated by Landlord and made available by Landlord in the exercised of good business judgment for the common use and benefit of tenants of the Building and their customers, employees, and invitees ("Common Areas").

**6.2 Tenant Maintenance.** Except for the items which are the Landlord's obligation as set forth in Section 6.1 above, Tenant shall, at its sole expense, (1) keep and maintain in good order and condition the interior portions of the Premises; (2) keep and maintain in good order and condition, repair and replace all of Tenant's security systems, any supplemental HVAC systems installed by Tenant in or about or serving the Premises; and (3) all of Tenant's equipment within the Premises. Ballasts are fixed structures.

**6.3 Landlord Services.** Landlord shall provide the following services:

**6.3.1** From 8:00 a.m. to 6:00 p.m. on weekdays and 8:00 a.m. to 1:00 p.m. on Saturdays ("Normal Business Hours") (excluding legal holidays) with respect to HVAC and on a 24/7 basis with respect to electricity and hot and cold water, Landlord shall furnish to the Premises at no additional charge to Tenant;

**6.3.2** Electricity to the Premises twenty-four hours per day, seven days per week and fifty-two weeks per year in accordance with the following electrical specification: the electric bus duct, taps, disconnect, transformers and panels shall be capable of delivering to the Premises seven and one-half (7.5) watts per rentable square foot demand load. This is exclusive of electricity required to support the base Building systems;

**6.3.3** Access to the Premises twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks per year;

**6.4 Tenant Services.** With the exception of Common Areas, Tenant, at tenant's expense, shall provide general janitorial and cleaning services and pest control for the Premises.

**SECTION 7. COMPLIANCE WITH LAWS AND AGREEMENTS; HAZARDOUS WASTE**

**7.1 Compliance with Laws.** Tenant shall operate its business in the Premises substantially in compliance with all municipal, state and federal laws, statutes, codes, rules, regulations, ordinances, requirements, and orders (collectively, "Laws"), now in force or which may hereafter be in force pertaining to the Premises or Tenant's use of the Premises or the Building. Notwithstanding the above, Tenant shall not be obligated to comply with any Laws with respect to the Premises unless the Law in question is Tenant Generated (as defined herein), in which event Tenant shall be responsible for compliance with the same in all material respects. "Tenant Generated" shall mean that compliance with the Law was made necessary by any act or work performed by Tenant or by the particular manner of the conduct by Tenant of its use of the Premises (but not merely for the uses for the Premises as general office).

**7.2 Americans With Disabilities Act.** Notwithstanding anything to the contrary contained in this Lease, Landlord, at its sole expense, shall comply with the provisions of the Americans With Disabilities Act and regulations and guidelines promulgated thereunder ("ADA") as it applies to the Premises, except for Alterations made to the Premises by Tenant. Tenant, at its sole expense, shall comply with the ADA with respect to any Alterations made to the Premises by Tenant.

**7.3 Hazardous Materials.**

**7.3.1 Definitions.** "Hazardous Materials" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, petroleum, PCBs, asbestos, materials known to cause cancer or reproductive problems and those materials, substances and/or wastes, including infectious waste, medical waste, and potentially infectious biomedical waste, which are or later become regulated

by any local governmental authority, the state in which the Property is located, or the United States Government, including, but not limited to, substances defined as “hazardous substances,” “hazardous materials,” “toxic substances” or “hazardous wastes” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq.; all corresponding and related State of Florida and local statutes, ordinances and regulations, including, without limitation, any dealing with underground storage tanks; and any other environmental law, regulation or ordinance now existing or hereinafter enacted (collectively, “Hazardous Materials Laws”).

**7.3.2 Use of Premises by Tenant, Remediation of Contamination Caused by Tenant.** Tenant shall not use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Property or transport to or from the Property in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials, except in compliance with all applicable Hazardous Materials Laws. If at any time during the Term any contamination of the Property by Hazardous Materials shall occur solely as a result of Hazardous Materials being introduced to the Property by Tenant (“Tenant Contamination”), then Tenant, at its sole cost and expense, shall promptly and diligently remove such Hazardous Materials from the Property.

**7.3.3 Notice of Hazardous Materials Matters.** Each party hereto (for purposes of this Section, “Notifying Party”) shall immediately notify the other party (the “Notice Recipient”) in writing of: (a) any enforcement, clean-up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Property pursuant to any Hazardous Materials Laws; (b) any claim made or threatened by any person against the Notifying Party or the Property relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Property; and (c) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Property including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within ten (10) business days after Notifying Party first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to Hazardous Materials on or under the Property.

**7.3.4 Indemnification by Tenant of Landlord.** Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect, and hold Landlord, its employees, agents, attorneys, officers, successors and assigns, free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses or expenses (including, without limitation, attorneys’ fees and costs through litigation and all appeals) or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly by any Tenant Contamination. Tenant’s obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs required to repair, clean-up or detoxification or decontamination of the Leased Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith; provided, however, only to the extent required on account of Tenant Contamination and then only to the extent required by Hazardous Materials Laws.



**7.3.5 Indemnification by Landlord of Tenant.** Landlord shall indemnify, defend (by counsel reasonably acceptable to Tenant), protect, and hold Tenant, its employees, agents, attorneys, officers, successors and assigns, free and harmless from and against any and all claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses or expenses (including, without limitation, attorneys' fees and costs through litigation and all appeals) or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly by any Hazardous Materials being on the Property except for Hazardous Material arising as a result of Tenant Contamination. Landlord's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs required to repair, clean-up or detoxification or decontamination of the Property, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith.

**7.3.6 Survival and Duration of Obligations.** All representations, warranties, obligations and indemnities made or given under this Section shall survive the expiration or earlier termination of this Lease.

## **SECTION 8. MECHANICS' LIENS.**

**8.1 No Liens.** Tenant will not create or permit to be created or to remain, and will promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Property, any part thereof or upon Tenant's leasehold interest, which arises out of the use or occupancy of the Property by Tenant or by reason of any labor or materials furnished or claimed to have been furnished to Tenant or by reason of any construction, addition, alteration or repair of any part of the Property. If any such lien is filed against the Property, within thirty (30) days after Tenant's notice of the filing thereof, Tenant shall cause such lien or claim to be released or discharged with respect to the Property by payment or bonding. Notwithstanding anything to the contrary set forth in this Lease, in no event shall the interest of Landlord in all or any part of the Property be subject to any construction, mechanics', materialmen's, laborers' or other statutory or common law lien for improvements or work made or done by or at the instance of Tenant, whether or not the same shall be made or done with the consent of Landlord or by agreement between Tenant and Landlord. Pursuant to Florida Statute §713.10, all persons dealing with or contracting with Tenant or any contractor of Tenant are hereby put on notice of the foregoing provision.

## **SECTION 9. INDEMNIFICATION**

**9.1 Tenant's Indemnification.** Tenant shall indemnify and hold harmless Landlord and all mortgagees (if any) and its and their respective partners, directors, officers, agents, contractors and employees ("Landlord Parties") from and against any and all third-party claims for bodily injury and/or property damage arising from or in connection with: (i) the negligence or more culpable conduct of Tenant or any of Tenant's partners, directors, officers, agents, contractors, invitees, subtenants or employees ("Tenant Parties"); (ii) any accident, injury or damage occurring in, at or upon the Premises (except to the extent caused by the gross negligence or more culpable conduct of Landlord); and (iii) any breach or default by Tenant in the payment and performance of Tenants' obligations under this Lease, together with all costs, expenses and liabilities incurred or in connection with each such claim or action or proceeding brought thereon, including, without limitation, all attorneys' fees and expenses at trial and upon appeal.

**9.2 Landlord Indemnification.** Landlord shall indemnify and hold harmless Tenant and the Tenant Parties from and against any and all third-party claims for bodily injury and/or property damage arising from or in connection with (i) the negligence or more culpable misconduct of Landlord or any of Landlord Parties; or (ii) any breach or default by Landlord in the payment and performance of Landlords' obligations under this Lease; together with all costs, expenses and liabilities incurred or in connection with each such claim or action or proceeding brought thereon, including, without limitation, all attorneys' fees and expenses at trial and upon appeal.

**9.3 Survival.** If any such action is brought against Tenant or Landlord, then the indemnifying party, upon notice from the other, shall defend the same through counsel selected by the indemnified party's insurer, or other counsel acceptable to such party. The terms and provisions of this Section shall survive the termination or expiration of this Lease for any accident, injury or damage occurring prior to the termination or expiration of this Lease.

## **SECTION 10. INSURANCE REQUIREMENTS**

**10.1 Landlord's Insurance.** Landlord shall purchase and keep in force fire, extended coverage and "all risk" insurance covering the Building and all other improvements located on the Property. The liability policy shall be for the minimum of \$1,000,000.00 combined single limit coverage for property damage and bodily injury to any one person and general aggregate limits of \$3,000,000.00 per accident (which insurance can be satisfied by an umbrella policy maintained by Landlord). The commercial general liability policy shall be written with an insurance company authorized to do business in the state in which the Property is located and having a general policy holder rating of A- or better and financial rating of VII or better in Best's Insurance Guide.

**10.2 Commercial General Liability Insurance.** Throughout the Term of this Lease, Tenant, at its sole cost and expense, shall maintain commercial general liability insurance against liability occasioned by any accident, injury (including death) or damage suffered or occurring on or about the Premises. The liability policy shall be for the minimum of \$1,000,000.00 combined single limit coverage for property damage and bodily injury to any one person and general aggregate limits of **\$2,000,000.00 in General Limits** per accident (which insurance can be satisfied by an umbrella policy maintained by Tenant), and shall list Landlord as an additional insured.

**10.3 Requirements.** All insurance maintained by Tenant pursuant to this Section shall provide that (i) no cancellation, material change or reduction thereof shall be effective until at least thirty (30) days after written notice thereof is given to Landlord (except in the event of nonpayment, in which event the notice period shall be a minimum of ten (10) days), (ii) the rights of the insured(s) to receive and collect the proceeds thereof shall not be diminished because of any additional insurance carried by Landlord on its own account, (iii) all losses shall be payable notwithstanding any act or negligence of Landlord or Tenant which might, absent such agreement, result in a forfeiture of all or part of such insurance payment; and (iv) be written with insurance companies authorized to do business in the state in which the Premises is located and having a general policy holder rating of A- or better and financial rating of VIII or better in "Best's Insurance Guide" (unless Tenant elects to self-insure such insurance). The liability policy required hereunder shall be endorsed to name Landlord and Landlord's Mortgagee, if any, as additional insureds. If Tenant fails to carry any insurance required to be maintained by Tenant hereunder after thirty (30) days written notice from Landlord of such failure, Landlord may obtain such

insurance and the cost incurred by Landlord in obtaining such insurance shall be deemed additional Rent due to Landlord under this Lease.

**10.4 Certificates.** On or before the Commencement Date, Tenant shall deliver to Landlord certificates of insurance evidencing the insurance required to be maintained under this Section. Tenant also shall deliver to Landlord any such policy or policies or any other policies required to be maintained under this Section (or of any renewal policy or policies), certificates for the renewal policies of such insurance. Tenant covenants to furnish Landlord promptly upon Landlord's request copies of insurance policies required to be maintained by Tenant hereunder.

**10.5 Self-Insurance.** Notwithstanding anything in the Lease to the contrary, Landlord agrees that Tenant (either alone or in conjunction with Tenant's parent company) shall have the right to self-insure any or all of the insurance coverages required under the terms of the Lease and to have any amount of deductible for such coverages provided that Tenant's net worth (or the net worth of Tenant's parent company) during the Term of the Lease is at least One Hundred Million Dollars (\$100,000,000.00). Tenant shall provide Landlord financial statements to evidence such net worth unless Tenant's financial statements are publicly available.

**10.6 Waiver.** Anything in this Lease to the contrary notwithstanding, Landlord and Tenant hereby waive any and all rights of subrogation for themselves and any insurer against each other, their respective agents, officers and employees for any loss or damage that may occur to the Premises, the Building and to all property, whether real, personal or mixed, located in or at the Premises or the Building, by reason of any peril to be insured under this Lease regardless of cause or origin, including negligence of the parties hereto, their respective agents, officers and employees. Since the above mutual waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party hereto agrees immediately to give each insurance company which had issued to it property insurance policies, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of such coverage by reason of said waivers.

## **SECTION 11. CASUALTY**

**11.1** If the Premises or Building are damaged by fire or other perils, Landlord shall have the option to terminate this Lease, exercisable by notice to Tenant within sixty (60) days after the date of the casualty, in each of the following instances:

**11.1.1** If more than twenty-five (25%) of the full insurable value of the Building is damaged or destroyed, regardless of whether or not the Premises is destroyed.

**11.1.2** If the Building or any portion thereof is damaged or destroyed and the repair and restoration of such damage requires longer than one year from the date of the casualty, regardless of whether or not the Premises is destroyed.

**11.1.3** If the Building or any portion thereof is damaged or destroyed and the insurance proceeds therefor (provided Landlord has maintained the insurance required hereunder) are not sufficient to cover the costs of repair and restoration, regardless of whether or not the Premises is destroyed.

**11.2** In the event the Premises are destroyed or damaged by fire or casualty and cannot be reasonably expected to be repaired or restored within one hundred eighty (180) days from the date of the casualty, then this Lease may be terminated at the election of Tenant, which election shall be made by giving of notice by Tenant to Landlord within sixty (60) days after the date of the casualty. In addition, if the Premises are damaged and neither Landlord nor Tenant elect to terminate this Lease pursuant to the foregoing provisions and Landlord does not complete the restoration of the Premises within one (1) year of the date of the casualty (the "Restoration Deadline"), Tenant may terminate this Lease by sending written notice of termination to Landlord no later than thirty (30) days after the Restoration Deadline; provided, however, that such termination shall be rendered ineffective if, prior to the expiration of such thirty (30) day period, Landlord shall have completed such restoration.

**11.3** In the event of repair and restoration as herein provided, the monthly installments of Rent shall be abated proportionately in the ratio which Tenant's use of the Premises is impaired during the period of such repair or restoration. In the event this Lease is terminated by Landlord or Tenant pursuant to the foregoing provisions, then Rent shall be prorated as of the date of the casualty.

**11.4** In the event this Lease is not terminated by the foregoing provisions, Landlord shall promptly commence the necessary repairs and diligently pursue the completion of the necessary repairs, and shall keep Tenant advised of the estimated completion date for such repairs. Landlord shall repair or restore only the initial tenant improvements, if any, constructed by Landlord in the Premises pursuant to the terms of this Lease, substantially to their condition existing immediately prior to the occurrence of the damage or destruction, and Tenant shall promptly repair and restore, at Tenant's expense, Tenant's Alterations which were not constructed by Landlord.

## **SECTION 12. CONDEMNATION**

**12.1** If any part of the Premises or the Building is permanently taken for any public or quasi-public purpose by any lawful governmental power or authority, by exercise of the right of appropriation, inverse condemnation, condemnation or eminent domain, or sold to prevent such taking (each such event being referred to as a "Condemnation"), Landlord or Tenant may, at its option, terminate this Lease as of the date title vests in the condemning party. If either party elects to terminate this Lease as provided herein, such election shall be made by written notice to the other party given within thirty (30) days after the nature and extent of such Condemnation have been finally determined. If neither Landlord nor Tenant elects to terminate this Lease to the extent permitted above, Landlord shall promptly proceed to restore the Premises to substantially the same condition as existed prior to such Condemnation, allowing for the reasonable effects of such Condemnation, and a proportionate abatement shall be made to the Base Rent corresponding to the time during which, and to the portion of the floor area of the Premises (adjusted for any increase thereto resulting from any reconstruction) of which, Tenant is deprived on account of such Condemnation and restoration.

**12.2** Landlord shall be entitled to any and all compensation and damages whatsoever which may be paid or made in connection with any Condemnation, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or otherwise; provided, however, that Tenant shall be entitled to receive any award separately allocated by the condemning authority to

Tenant for Tenant's relocation expenses, loss of business, value of Tenant's personal property and trade fixtures and any Tenant Alterations.

### **SECTION 13. ASSIGNMENT AND SUBLETTING; SALE AND LEASING OF IMPROVEMENTS**

**13.1 Assignment and Subletting.** Tenant shall have the right to assign this Lease or sublet all or any portion of the Premises upon written consent of Landlord in Landlord's sole and absolute discretion, which shall not be unreasonably withheld; provided, however, no assignment or subletting of the Premises shall be deemed to release Tenant from its obligations under this Lease unless Landlord, in writing, expressly agrees to release Tenant.

Notwithstanding the foregoing, Landlord's consent shall not be required in connection with an assignment of this Lease or a sublet of the Premises or any part thereof (a "Special Transfer") to (i) any successor of Tenant resulting from a merger, consolidation, reorganization, sale or acquisition of all or substantially all of the business of Tenant; (ii) a parent corporation, subsidiary corporation, sister corporation or other entity related to Tenant; (iii) to an operating division, group, department, or group of individuals formerly controlled by or under common control with Tenant (collectively an "Operating Unit"), which has ceased to be controlled by or under common control with Tenant as a result of a spin-off from Tenant or otherwise (regardless of whether such assignment or sublet is to a new entity formed by such Operating Unit, or to an existing entity of which the Operating Unit becomes a part) or (iv) to any corporation of other business entity which acquires more than ten (10) of the Tenant's business locations in the state in which the Premises is located, provided that notice of such Special Transfer is furnished to Landlord.

### **SECTION 14. INTENTIONALLY DELTED.**

### **SECTION 15. DEFAULT**

#### **15.1 Defaults of Tenant.**

**15.1.1** Tenant shall be in "Default" if (i) Tenant shall not have paid Rent or any other amount payable by Tenant pursuant to this Lease within ten (10) business days following Tenant's receipt of written notice from Landlord stating that such payment was not made prior to its due date (a "Monetary Default"); or (ii) Tenant shall not have performed any of the other covenants, terms, conditions or provisions of this Lease within thirty (30) days after Tenant's receipt of written notice specifying such failure; provided, however, that with respect to those failures that cannot with due diligence be cured within such thirty (30) day period, Tenant shall not be deemed to be in default hereunder if Tenant commences to cure such default within such thirty (30) day period and thereafter continues the curing of such default with all due diligence and completes the cure within thirty (30) days after Landlord's notice (a "Non-Monetary Default"); or (iv) Tenant files, or there is filed against Tenant, a petition (which is not dismissed within one hundred twenty (120) days) in bankruptcy or a petition or answer seeking reorganization under the Federal Bankruptcy Code or any other applicable statute; or (v) an order is entered adjudicating Tenant bankrupt or approving an involuntary petition seeking a reorganization of Tenant under the Federal Bankruptcy Code or any other applicable statute or appointing a receiver, trustee or conservator for all or any substantial part of the property of Tenant, and the order is not vacated or stayed within one hundred twenty (120) days of entry; or (vi) Tenant makes a general assignment

for the benefit of creditors; or (vii) this Lease or the Premises or any part of the Premises is taken upon execution or by other process of law directed against Tenant, or is taken upon or subjected to any attachments by any creditor of Tenant or claimant against Tenant, and the attachment is not discharged within sixty (60) days after its levy. Upon the occurrence of a Default, then Landlord shall have the remedies set forth below.

**15.1.2** If Tenant is in Default, Landlord shall have the right to pursue any one or more of the following remedies:

(i) Terminate this Lease and recover actual (but not consequential, indirect, punitive or special) damages.

(ii) Terminate Tenant's right to possess the Premises by re-entering the Premises after due legal process and court order, without terminating this Lease and recover actual (but not consequential, indirect, punitive or special) damages.

(iii) Perform any of Tenant's obligations under this Lease, and Tenant shall reimburse Landlord within thirty (30) days after written demand for all reasonable out of pocket, documented costs incurred by Landlord in doing so, plus interest at the Interest Rate (as defined in Section 23) from the date incurred by Landlord until paid by Tenant.

(iv) Obtain injunctive or other equitable relief, or exercise any other remedy provided herein (provided Landlord shall in no event be entitled to consequential, special or punitive damages).

Notwithstanding anything herein to the contrary, (i) if there is a Monetary Default which arises out of a dispute as to an amount owed (other than Base Rent) or the amount of an offset from Base Rent, and Landlord prevails in such dispute, this Lease shall not terminate if Tenant pays (or releases from escrow) to Landlord the amount the court determines to be owed within the period of time permitted by law or ten (10) days after such determination if no such grace period is permitted, and (ii) if there is a Non-Monetary Default, and Landlord prevails in such dispute, this Lease shall not terminate unless Landlord obtains a final judgment of termination and Tenant thereafter does not cure such Non-Monetary Default within thirty (30) days after entry of the final judgment and the expiration of any applicable appeal period, without an appeal being filed.

**15.1.3** No notice from Landlord under this Lease will constitute an election by Landlord to terminate this Lease unless the notice specifically says so. In the event of any termination of this Lease in accordance with the provisions of this Section 15.1, Tenant shall pay to Landlord all Rent, and other sums required to be paid by Tenant to and including the date of such termination. In addition, if Landlord terminates this Lease, Tenant shall be liable to Landlord for, and shall pay to Landlord, as damages, an amount equal to (i) the Base Rent required herein during the period from the date of such expiration, termination, reentry or repossession to and including the end of what would have been the Term of this Lease in the absence of such termination, discounted at the current Prime Rate minus (ii) the then fair market rental value of the Premises for the same period, also discounted at the said Prime Rate. "Prime Rate" shall mean the rate (or the average of rates, if more than one rate appears) inserted in the blank of the "Money Rate" section of the Wall Street Journal (Eastern Edition) in the Section reading "Prime Rate %."

**15.1.4** In recovering its damages hereunder, Landlord need not commence separate actions to enforce Tenant's obligations under this Section or wait until the days on which Rent would be payable under this Lease but may recover its damages in one legal action, provided that any lump sum payment shall be discounted at the current Prime Rate, as set forth above.

## **SECTION 16. HOLDING OVER**

A holding over beyond the expiration of the Term of this Lease, without the Landlord's consent, shall operate as an extension of this Lease on a month-to-month basis on the same terms and conditions in effect immediately prior to the expiration, including Rent; provided, however, the Rent shall be one hundred fifty percent (150%) of the Rent for the lease year immediately preceding the hold-over. If Tenant holds over with the written consent of Landlord, then the extended term may be terminated either by Landlord or Tenant by giving thirty (30) days written notice to the other. Nothing contained in this Section 16, however, be construed as consent by Landlord to any hold over by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Leased Premises to Landlord upon expiration or other termination of this Lease.

## **SECTION 17. SURRENDER**

At the expiration or earlier termination of the term of this Lease, Tenant shall yield the Premises to Landlord free and clear of any right, title, interest, claim or demand of Tenant or of anyone claiming through or under Tenant. Further, Tenant shall assign to Landlord any subleases of the Improvements requested by Landlord. Tenant agrees to execute such documents and instruments of conveyance as may be required by Landlord to confirm such ownership in the Landlord. Upon expiration or earlier termination of this Lease, Tenant shall remove Tenant's trade fixtures, furniture, furnishings, and other personal property from the Premises and shall repair any damage which may result to the Property from such removal. In the event Tenant fails to remove those items, the items shall be deemed abandoned and shall be the property of Landlord. In no event shall Tenant be required to remove any tenant improvements, including any Alterations made to the Premises by Tenant.

## **SECTION 18. SNDA AND SUBORDINATION**

**18.1 SNDA.** Provided Tenant receives a non-disturbance agreement recognizing Tenant's rights under this Lease (an "SNDA") from the holder of such Superior Lease or Superior Mortgage (as hereinafter defined) and agreeing to not foreclose this Lease so long as Tenant is not in Default hereunder, this Lease be subject and subordinate to all ground leases, overriding leases and underlying leases affecting the Building now or hereafter existing and each of the terms, covenants and conditions thereto (the "Superior Lease(s)"), and to all mortgages which may now or hereafter affect the Building, the Property or any of such leases and each of the terms, covenants and conditions thereto (the "Superior Mortgage(s)"), whether or not such mortgages shall also cover other lands, buildings or leases, to each and every advance made or hereafter to be made under such mortgages, and to all renewals, modifications, replacements and extensions of such leases and such mortgages and spreaders and consolidations of such mortgages. Tenant shall execute, acknowledge and deliver any reasonable SNDA the lessor under any such lease or the holder of any such mortgage or any of their respective successors in interest may reasonably request to evidence such subordination. As used herein the lessor of a Superior Lease or its

successor in interest is herein called "Superior Lessor"; and the holder of a Superior Mortgage is herein called "Superior Mortgagee". Landlord hereby confirms that, as of the date hereof, no Superior Leases or Superior Mortgages are existing on the Building.

If any Superior Lessor or Superior Mortgagee shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new lease or deed (such party so succeeding to Landlord's rights herein called "Successor Landlord"), then provided such Successor Landlord attorns to and recognizes Tenant as the tenant under this Lease, Tenant shall attorn to and recognize such Successor Landlord as Tenant's landlord under this Lease (without the need for further agreement) and shall promptly execute and deliver any reasonable instrument that such Successor Landlord may reasonably request to evidence such attornment. This Lease shall continue in full force and effect as a direct lease between the Successor Landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this Lease, except that the Successor Landlord shall not (a) be liable for any previous act or omission of Landlord under this Lease, except to the extent such act or omission shall constitute a continuing Landlord default hereunder; (b) be subject to any offset, not expressly provided for in this Lease; or (c) be bound by any previous modification of this Lease or by any previous prepayment of more than one month's Base Rent, unless such modification or prepayment shall have been expressly approved in writing by the Successor Landlord (or predecessor in interest).

## **SECTION 19. QUIET ENJOYMENT AND TITLE**

So long as Tenant pays the Rent and other sums payable under this Lease as and when due and performs Tenant's covenants and complies with all of the terms and provisions of this Lease, Tenant shall peacefully and quietly hold the Premises throughout the Term of this Lease free from hindrance or molestation by Landlord and others claiming by, through, or under the Landlord, but subject, however, to the terms of this Lease.

## **SECTION 20. NOTICES**

### **20.1 Notices.**

**20.1.1** All notices, demands and other communications hereunder shall be in writing and shall be addressed as follows:

(i) If to Tenant, to it at:

POLK COUNTY WORKFORCE  
DEVELOPMENT BOARD, INC.  
600 North Broadway Avenue  
Suite B,  
Bartow, Florida 33830  
Attn: Stacy Campbell-Domineck

(ii) If to Landlord, to it at:

POLK BUILDING LLC  
PO BOX 1282  
Winter Haven, Florida 33882-1282  
Attn: Jeff Donalson

or to such other address as either party may designate by notice to the other party hereto.

**20.1.2** A notice or other communication which may be or is required to be given under this Lease shall be deemed to be duly delivered (i) when received by the recipient when



delivered by United States mail, postage prepaid, certified or registered mail, return receipt requested; or (ii) or one (1) business day after deposit with a nationally recognized courier (e.g. UPS, Federal Express), all charges prepaid, to the address of the recipient as set forth in this Section. Such addresses may be changed by written notice to the other party in accordance with this Section. The parties acknowledge that copies of any notice sent by facsimile or e-mail are for convenience only, and shall not be deemed to be proper notice required hereunder.

#### **SECTION 21. ESTOPPEL CERTIFICATE**

Within fifteen (15) business days after request by a party to this Lease, the other party shall execute an Estoppel Certificate to evidence (a) such party's knowledge of the existence or non-existence of any Default under this Lease, any amendment to this Lease, or any prepayment of rentals and (b) such other facts with respect to this Lease as may be reasonably required.

#### **SECTION 22. FORCE MAJEURE**

In the event that Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control (an event of "Force Majeure"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 22 shall not be applicable with respect to payment of rent or any obligation to pay money.

#### **SECTION 23. COST PRINCIPLES**

Whenever this Lease requires or permits the payment of interest, such interest (the "Interest Rate") shall be determined as the lesser of (a) the prime rate of interest as published from time to time by The Wall Street Journal, plus three percent (3.0%) per annum or (b) the highest non-usurious rate permitted by applicable law. Landlord and Tenant intend to conform strictly to the applicable laws governing maximum interest rates permitted. In no event, whether by reason of demand for payment, or otherwise, shall the interest contracted for, charged or received by Landlord exceed the maximum amount contracted for, charged or received by Landlord hereunder or otherwise exceed the maximum amount permitted under applicable law. If from any circumstance whatsoever interest would otherwise be payable to Landlord in excess of the maximum lawful amount, the interest payable to Landlord shall be reduced automatically to the maximum amount permitted by applicable law. If Landlord shall ever receive anything of value deemed interest under applicable law which would, apart from this provision, be in excess of the maximum lawful amount, an amount equal to the amount which would have been excessive interest shall be applied to the reduction of scheduled Rent and not to the payment of interest, or if such amount which would have been excessive interest exceeds the unpaid amount of Rent, such excess shall be refunded to Tenant. All interest paid or agreed to be paid to Landlord shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term (including any renewal or extension) of this Lease so that the amount of interest charged or paid does not exceed the maximum permitted by applicable law. The provisions of this paragraph shall control all existing and future agreements between Tenant and Landlord. In determining whether interest of any kind paid or payable hereunder exceeds the highest rate, Tenant and Landlord shall,

to the maximum extent permitted under applicable law amortize, prorate, allocate and spread, in equal parts, the total amount of interest throughout the entire contemplated Term of this Lease in order to render the interest rate uniform throughout such term. Without limiting the generality of the foregoing, the amount of any late payment fee or charge provided for herein (whether or not the same are construed as interest under applicable laws) are limited to and shall never exceed an amount which, when added to all items called or deemed to be interest in connection with the transactions contemplated herein, does not exceed the maximum amount of interest payable under applicable law.

#### **SECTION 24. TRANSFER OF LANDLORD'S INTEREST**

All references to the "Landlord" herein mean the owner of the fee simple title to the Premises so that in the event of any sale or transfer of the fee title to the Premises and the assumption in writing of this Lease by the successor landlord, the former Landlord shall be entirely released and discharged from any and all further liability and obligations of Landlord hereunder except those that may have accrued during the period such Landlord owned fee simple title to the Premises.

#### **SECTION 25. TERMINATION OPTION**

Tenant hereby informs Landlord of the following statute applying to Tenant and this Lease: "FLORIDA STATUTE 255.2502. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS CONTRACT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE". Tenant's performance and obligation to under this Lease is contingent upon an annual appropriation by the Florida Legislature pursuant to F.S. 255.2502. Tenant shall have a right to terminate this Lease, without penalty, in the event that such funds are reduced or a State of Florida owned facility becomes available to the Tenant for occupancy during the Term of this Lease for the purpose which this space is being leased in the County of Polk, Florida, upon giving a thirty (30) day advance written notice to Landlord by certified mail, return receipt requested, to the address set forth in Section 20 of this Lease.

#### **SECTION 26. MISCELLANEOUS**

**Entire Agreement.** This Lease, the Agreement and the Exhibits attached hereto and thereto contain all the agreements of the parties with respect to the subject matter herein. There have been no representations made by either party or understandings made between the parties with respect to the subject matter hereof other than those set forth in this Lease and the Exhibits attached hereto and thereto. This Lease may not be modified except by a written instrument duly executed by the parties hereto.

**26.1 Waiver.** Failure by either party to enforce any of the provisions hereof for any length of time shall not be deemed a waiver of its rights set forth in this Lease. Such a waiver may be made only by an instrument in writing signed by the party sought to be charged with the waiver.

**26.2 Severability.** If any covenant or provision of this Lease is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity of the remaining covenants and provisions, it being the intention of the parties that this Lease be so

construed as to render enforceable that portion of this Lease unaffected by such holding. The contractual provisions shall be deemed severable.

**26.3 Counterparts and Electronic Transmission.** This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile or electronic transmission and will have the same force and effect as an original signature page. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto.

**26.4 Binding Agreement.** This Lease shall bind and inure to the benefit of the parties hereto and their successors and assigns; provided, however, that this Lease shall not inure to the benefit of any assignee of Tenant pursuant to an assignment which is not in compliance with the terms of this Lease.

**26.5 Business Day.** Should any due date hereunder fall on a Saturday, Sunday or legal holiday, then such date shall be deemed timely if given on the first business day following such Saturday, Sunday or legal holiday.

**26.6 Waiver of Jury Trial.** Each party hereto hereby irrevocably waives any and all rights it may have to demand that any action, proceeding or counterclaim arising out of or in any way related to his lease or the relationship of the parties be tried by jury. This waiver extends to any and all rights to demand a trial by jury arising from any source, including but not limited to the Constitution of the United States, the Constitution of any state, common law or any applicable statute or regulation. Each party hereby acknowledges that it is knowingly and voluntarily waiving the right to demand trial by jury.

**26.7 Governing Law and Venue.** This Lease shall be governed by the laws of the State in which the Leased Premises is located without regard to its conflict of laws provision. Exclusive venue for any actions arising in connection with this Lease shall be the courts located in Polk County, Florida.

**26.8 Lien Waiver.** Landlord hereby waives any statutory or contractual liens and any rights of distress with respect to the Tenant's Personal Property from time to time located within the Premises. This Lease does not grant a contractual lien or any other security interest to Landlord or in favor of Landlord with respect to Tenant's Property. Landlord further agrees, without cost to Tenant, to execute and deliver such instruments reasonably requested by Tenant from time to time to evidence the aforesaid waiver of Landlord. "Tenant's Personal Property" shall mean all movable partitions, trade fixtures, equipment, computers, furniture, signage, furnishings and movable personal property owned by Tenant and located in the Premises that can be removed without structural damage to the Building.

**26.9 Consents and Approvals.** Notwithstanding anything to the contrary contained in this Lease, except as otherwise provided, in all cases where consent or approval shall be required pursuant to this Lease, the giving of such consent or approval shall not be unreasonably withheld or delayed by the party from whom such consent is required or requested.

**26.10 Waiver of Certain Damages.** Notwithstanding anything herein to the contrary, each party hereby waives the right to recover consequential (including lost profits and business interruption), punitive, exemplary and similar damages against the other party.

**26.11 Gender.** Feminine, neuter and masculine pronouns, and the plural and the singular, shall be construed to be and shall be interchangeable in any place or places in which the context may require such interchange.

**26.12 Authority.** The execution and performance of this Lease by each party has been duly authorized by all applicable laws and regulations and all necessary corporate action, and this Lease constitutes the valid and binding obligation of such party, enforceable in accordance with its terms.

**26.13 Captions.** The captions of this Lease are for convenience only, are not a part of this Lease, and do not in any way limit or amplify the terms and provisions hereof.

**26.14 Commission.** Landlord and Tenant represent and warrant to the other that it has neither engaged, nor employed nor dealt with any broker in connection with this Lease.

**26.15 Attorney's Fees.** In the event any litigation ensues with respect to the rights, duties and obligations of the parties under this Lease, the unsuccessful party in any such action or proceeding shall pay for all costs, expenses and reasonable attorney's fees and paralegal's fees incurred by the prevailing party in enforcing the covenants and agreements of this Lease, whether incurred out of court, at trial, on appeal or in any bankruptcy or administrative proceeding. The term "prevailing party," as used herein, shall include, without limitation, a party who obtains legal counsel and brings action against the other party by reason of the other party's breach or default and obtains substantially the relief sought, whether by compromise, settlement or judgment.

**26.16 True Lease.** Landlord and Tenant agree that this Lease is a true lease and does not represent a financing arrangement. Each party shall reflect the transactions represented by this Lease in all applicable books, records and reports (including, without limitation, income tax filings in a manner consistent with "true lease" treatment rather than "financing" treatment.

**26.17 Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**26.18 Survival of Obligations.** All obligations of a party hereunder not fully performed as of the expiration or earlier termination of the Term shall survive the expiration or earlier termination of the Term, including without limitation, all obligations concerning indemnities and the payment of Rent and other expenses and charges required to be paid hereunder for the period prior to the expiration or earlier termination of the Term of this Lease.

[INTENTIONALLY LEFT BLANK]

**SIGNED** as of the day and year first written above.

Signed, Sealed and delivered in the presence of: **TENANT:**

**POLK COUNTY WORKFORCE  
DEVELOPMENT BOARD, INC.,** a Florida  
Not for Profit corporation

Print Name: Gerardo Meza

Print Name: \_\_\_\_\_

By: Stacy Campbell-Domineck  
Name: Stacy Campbell-Domineck  
Title: President & CEO  
Date: 06/30/2023

Signed, Sealed and delivered in the presence of: **LANDLORD:**

**POLK BUILDING LLC,** a Florida limited  
liability company

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: Jeffery T Donalson  
Name: JEFFERY T. DONALSON, Manager  
Date: 06/28/2023

**EXHIBIT "A"**  
**TO**  
**LEASE**

**Legal Description of Property**

**EXHIBIT "B"**  
**TO**  
**LEASE**  
**Premises**

**AGREEMENT AND CONFIRMATION OF LEASE COMMENCEMENT**

This Confirmation of Lease Commencement is made as of   JULY     1  , 2023 with reference to that certain lease (hereinafter referred to as the "Lease") dated \_\_\_\_\_, 2023, between **POLK BUILDING LLC**, a Florida limited liability company, as "Landlord," and **POLK COUNTY WORKFORCE DEVELOPMENT BOARD, INC.**, a Florida Not For Profit corporation, as "Tenant."

The undersigned hereby confirm and agree as follows:

1. In accordance with the provisions of the Lease, the Commencement Date (as defined in the Lease) is JULY 1, 2023, and that, unless sooner terminated, the initial term thereof expires on JUNE 30, 2026, which date is three (3) years from the Commencement Date.

Witnesses:

LANDLORD:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**POLK BUILDING LLC**, a Florida limited liability company

By: Jeffery T Donalson  
Name: JEFFERY DONALSON  
Title: PRESIDENT

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Witnesses:

TENANT:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**POLK COUNTY WORKFORCE DEVELOPMENT BOARD, INC.**, a Florida Not for Profit corporation

Gerardo Meza  
Print Name: Gerardo Meza

By: Stacy Campbell-Domineck  
Name: Stacy Campbell-Domineck  
Title: President & CEO