

Original

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 22nd day of August, 2005, by and between Michael S. Bennett, whose mailing address is 7011 East 15th Street, Sarasota, Florida 34243, hereinafter referred to as "Landlord", and Southwest Florida Workforce Development Board, Inc., whose mailing address is 24311 Walden Center Drive, Suite 200, Bonita Springs, Florida 34134, hereinafter referred to as "Tenant".

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leases to Tenant, and Tenant takes, accepts and rents from Landlord, the premises hereinafter described, for the period, at the rental, and upon the terms and conditions hereinafter set forth.

1. **DEMISED PREMISES:** Landlord demises and leases to Tenant, and Tenant rents from Landlord, those certain premises known as the space depicted on **Exhibit "A"** located at 215 South Francisco Street, Clewiston, Florida 33440, which shall be deemed to be 3809 square feet (herein referred to as the "Demised Premises" or the "Premises"). **Exhibit "A"** shall include an CAD drawing, dated 8/03/05, prepared by May-trix Network Systems for the renovations to the building and internal section of the building(showing the square footage), the entry area and the parking lot area of the premises.

2. **COMMENCEMENT DATE:** The term of this Lease shall commence upon issuance of a certificate of occupancy by Hendry County and Landlord's written notification to Tenant of the same. Landlord and Tenant shall confirm the exact day of commencement in writing following notification. If Landlord has not received the certificate of occupancy from Hendry County and provided written notice to Tenant by March 1, 2006, the Tenant can terminate this lease and neither party will have any further obligation hereunder.

3. **INITIAL TERM:** The initial term hereof shall begin on the commencement date in accordance with Paragraph 2 hereof and shall continue for an initial term of seven (7) years. Tenant than shall have an option for one additional five (5) year term.

4. **BASE RENT:** Tenant's obligations to pay rent shall commence on the Commencement Date. Tenant hereby covenants to pay Landlord, as a separate and independent covenant of Tenant, at Landlord's mailing address, 7011 East 15th Street, Sarasota, Florida 34243. Rent in monthly installments as follows:

First lease year: \$ 12.50 per square foot (\$3,967.71 per month)

Subsequent lease years: Computed per Section 5 below such that previous years rent plus an increase of 3% or CPI, whichever is greater.

All other years to be calculated as above. The said monthly installments shall become due and payable on or before the first day of each calendar month during the term. In the event Tenant fails to make a rent payment within seven (7) days after the same is due, an administrative late charge in the amount of five percent (5%) of the amount of the late payment shall be due with said payment.

5. COST OF LIVING BASE RENT INCREASES: Landlord and Tenant mutually agree that for the second, third, fourth and fifth years of the initial term the Rent stated in Paragraph 4 hereof shall be adjusted upwards the greater of (i) 3% or (ii) on the basis of any increase in the cost of living as reported in the Consumer Price Index ("CPI") whichever is greater. All Items and Major Group Figures for All Urban Consumers (1982-84) (the "Index") published by the Bureau of Labor Statistics (the "Bureau") of the United States Department of Labor, between the level in effect on the first day of the Lease Year immediately preceding the Lease Year for which the adjustment is being made (the "Base Level") and the level in effect on the first day of the Lease Year for which the adjustment is being made (for each such year, the "Adjusted Level"). The Base Rent for each Lease Year shall be computed by multiplying the total Base Rent due for the preceding Lease Year by a fraction, the numerator of which shall be the Adjusted Level for that year, and the denominator of which shall be the Base Level. In no event shall Base Rent be decreased below the amount of Base Rent payable in the preceding Lease Year.

For purposes of this Agreement, the term "Lease Year" shall mean the annual period beginning on the written agreed upon commencement date and ending one calendar year later, and like successive annual periods during the full term of this Lease.

If the compilation and/or publication of the Index shall be transferred to any other department, bureau, or agency of the United States Government, or if the Bureau shall adopt a successor Index, the Index published by such successor department, bureau or agency shall be adopted and used as a standard for computing adjustments to the Base Rent. As soon as possible after publication of all statistics necessary for calculation of the Adjusted Base Rent applicable to any calendar year of this Lease after the Base Year, Landlord shall compute the amount of annual Adjusted Base Rent to be paid by Tenant during such Lease Year and shall notify Tenant thereof in writing, setting forth the manner in, and statistics upon which Adjusted Base Rent was computed. If the annual amount of Adjusted Rent payable during any Lease Year cannot be computed by the due date of the first installment(s) thereof, Tenant shall continue to pay monthly installments of Base Rent at the rate applicable during the preceding Lease Year until the amount of the new installments has been computed, and shall, within ten (10) days after receipt of written notice of the computation, reimburse Landlord the amount of the deficits in the prior payments.

6. SECURITY DEPOSIT: Landlord acknowledges receipt of the sum of THREE THOUSAND NINE HUNDRED SIXTY SEVEN DOLLARS (\$3,967), which sum shall be retained by Landlord as security for the payment by Tenant of the rents and other sums herein agreed to be paid by Landlord and for the faithful performance by Tenant of the terms and covenants of this Lease. If at any time Tenant, in Landlord's reasonable judgment, defaults in the performance of any obligation of Tenant under this Lease, Landlord, at Landlord's option, may use all or part of the Security Deposit to pay any Rent then in default or to otherwise reimburse itself for any expense (including, without limitation, Landlord's reasonable attorneys' fees and costs) incurred by Landlord, and/or to

pay for any damages incurred as a result of Tenant's default. It is agreed that Landlord may exhaust any or all rights and remedies against Tenant before resorting to said sum, but nothing herein contained shall require or be deemed to require Landlord to do so; that in the event this deposit shall not be utilized for the purposes described herein, then such deposit shall be returned to Tenant, without interest, within twenty (20) days after the expiration of this Lease, provided that Tenant shall have vacated the Demised Premises leaving same in the condition that existed at the commencement of this Lease, reasonable wear and tear excepted. The Security Deposit may be commingled with Landlord's funds without accounting therefore to Tenant. If Landlord does elect to apply the deposit, as set forth above, Tenant shall, upon demand of Landlord, deposit with Landlord the amount so applied, so that Landlord shall have the full security deposit on hand at all times during the entire term of this Lease. In the event of a sale of the building containing the Demised Premises (the "Building"), or lease of the land on which it stands, Landlord shall have the right to transfer the deposit to the new Landlord, and the new Landlord shall be responsible to Tenant for the Security Deposit and its return, and the old Landlord shall, upon such transfer, be relieved by Tenant from all liability for the return of such security deposit.

If Tenant terminates this Lease pursuant to an express right of Tenant hereunder (including, without limitation, Section 2, 24 and 34), Landlord shall promptly return Tenant's security deposit.

7. ACCESSIBILITY STANDARDS AND ALTERATIONS:

(a) The Landlord agrees that the Demised Premises now conform, or that, prior to Tenant's occupancy, the Demised Premises shall, at Landlord's expense, be brought into conformance with the requirements of the Florida Americans With Disabilities Accessibility Implementation Act, Section 553.501 – 553.513, Florida Statutes, the current Florida Disability Code for Building Construction, providing requirements for persons with disabilities and with the requirement of the Americans With Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. Section 12101 et seq together with implementing regulation including without limitation Section 28 CFR Part 35 and Appendix to Section 36 CFR Part 1191.

(b) That the Tenant shall have the right to make any alterations in and to the demised premises during the term of this lease upon first having obtained the written consent thereto of the Landlord, which consent shall not be unreasonably withheld, conditional or delayed.

8. TAXES:

(a) Landlord shall pay all real estate taxes and assessments on the demised premises.

(b) Tenant shall pay and discharge any and all personal property taxes levied or assessed on the furniture and equipment utilized by Tenant within the Demised Premises.

9. INSURANCE: During the term of this Lease Landlord shall, at Landlord's expense, keep the building, interior improvements and fixtures in which the Demised Premises are located insured against loss or damage by fire, with extended coverage endorsement, in an

amount sufficient to prevent Landlord from becoming a co-insurer under the terms of the policy, but in any event in an amount not less than one hundred percent (100%) of the full insurable value. The term "Full Insurable Value" shall mean actual replacement cost. Financially responsible insurers duly authorized to do business in the State of Florida shall issue such insurance. Landlord shall have no liability for any costs of repair or reconstruction in excess of the insurance proceeds.

During the term of this Lease Tenant shall, at Tenant's expense, carry insurance against fire, with standard extended coverage, for the full insurable value of all equipment, furnishings and all other personal property located within the Demised Premises. Additionally, Tenant shall, at Tenant's expense, during the term hereof, carry public liability insurance policies with respect to the Demised Premises with limits of at least \$500,000 for injury or death to any one person and \$1,000,000 for any one accident and \$100,000 with respect to damage to property. Such policies shall name Tenant and Landlord as co-insured's; shall be in form and with companies reasonably satisfactory to Landlord and shall include a provision for at least ten (10) days' notice to Landlord of cancellation. In the event of failure of Tenant to maintain such policies, or cancellation thereof, Landlord may procure and pay for the same, and all such costs shall be added to the next rent payment due from Tenant.

10. HEATING, AIR CONDITIONING AND JANITORIAL SERVICES:

(a) The Landlord agrees to furnish to the Tenant heating and air conditioning equipment and maintain same in satisfactory operating condition at all times for the leased Demised Premises during the term of the lease at the expense of the Landlord. The Landlord agrees to maintain the thermostats in the Demised Premises to achieve an average zone temperature of 75 degrees Fahrenheit during the heating and cooling seasons.

(b) The Landlord agrees to furnish janitorial services and all necessary janitorial supplies including the provision of recycling trash disposal for the Demised Premises during the term of the lease at the expense of the Landlord.

11. LIGHT FIXTURES:

(a) The Landlord agrees to install in the Demised Premises light fixtures for the use of the Tenant and shall be responsible for the replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing light.

(b) The Landlord certifies that the lighting levels within the Demised Premises are maintained at and do not exceed the following levels: 10 footcandles in halls and corridors; 30 footcandles in other public areas; and minimum of 50 footcandles in office, conference rooms, and training rooms as set forth in the State Energy Management Plan, Volume II, Section F.

12. MAINTENANCE AND REPAIRS BY LANDLORD: Landlord hereby agrees to maintain, repair and replace at Landlord's expense the following:

(a) The Landlord shall maintain and keep in repair the exterior of the Demised Premises during the term of the lease to include structural portions of the building,

all surfaces of the building, roof, sidewalks, driveways, service areas, curbs and parking areas and shall be responsible for the replacement of all windows broken or damaged in the Demised Premises, except such breakage or damage caused to the exterior of the Demised Premises by the Tenant, its officers, agents or employees.

(b) The Landlord shall provide for interior maintenance and repairs in accordance with generally accepted good practices, including water, sewerage, electrical services, repainting, the replacement of worn or damaged floor covering and repairs of replacement of interior equipment as may be necessary due to normal usage.

(c) The Landlord shall maintain the interior and exterior of the Demised Premises including grounds and parking area so as to conform to all applicable health and safety laws, ordinances and codes which are presently in effect and which may subsequently be enacted during the term of this lease and any renewal periods.

(d) The Landlord shall maintain all lawns, shrubbery and other landscaping, as well as the irrigation system;

(e) The Landlord agrees to furnish pest control services for the Demised Premises during the term of the lease at the expense of the Landlord.

(f) The Landlord shall make all repairs or restoration made necessary by fire or other peril covered by the standard extended coverage endorsement on fire and casualty insurance policies.

13. **MAINTENANCE AND REPAIR BY Tenant:**

(a) All telephone and data lines for telephone and computer systems used by Tenant.

(b) Any damages to the Demised Premises caused by the negligence of Tenant or Tenant's employees or agents not covered by the fire and extended coverage insurance.

14. **UTILITIES:** Landlord shall pay all costs and expenses for gas, electricity, heating, cooling, trash collection, and any and all other utilities furnished to or used in connection with the Demised Premises for any purpose whatsoever during the term of this Lease, promptly as each thereof shall become due and payable. Tenant shall reimburse the Landlord for 25 (%) per cent of the monthly utility expenses referred to in this Section 14 for the facility located at 215 South Francisco, Clewiston, Florida 34440.

15. **TRADE FIXTURES:** Tenant shall be allowed to place liens on any movable trade fixtures, equipment or appliances installed on the leased premises by Tenant, and Landlord agrees to execute such Waivers of Liens as may be required by any lending institutions for financing purposes only; provided, however, that any such liens permitted shall be only against the personal property of Tenant, not against the real estate or any personal property of Landlord.

16. WAIVER OF SUBROGATION: Each party hereto does remise, release and discharge the other party hereto, and any officer, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting Waiver of Liability and containing a Waiver of Subrogation) is carried by the injured party at the time of such loss, damage or injury, to the extent of any recovery by the injured party under such insurance.

17. SIGNS: Tenant shall not place or suffer to be placed or maintained upon any exterior door, roof, wall or window of the Premises any sign, awning, canopy or advertising matter or other thing of any kind, and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises without first obtaining Landlord's express prior written consent, which consent will not be unreasonably withheld. All signs shall comply with the CG zoning district requirements and all applicable ordinances of the City of Clewiston, Florida. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved by Landlord in good condition and repair at all times, and to remove the same at the end of the term of this Lease as and if requested by Landlord. Upon removal thereof, Tenant agrees to repair any damage to the Premises caused by such installation and/or removal.

18. WAIVER OF CLAIMS: Neither Landlord nor Landlord's agents nor servants shall be liable, and Tenant waives all claims for damage to persons or property sustained by Tenant or any occupant of the Demised Premises resulting directly or indirectly from any act or neglect of any tenant or occupant. All property belonging to Tenant or any other occupant of the Demised Premises who shall be there are the risk of Tenant or such other person only, and Landlord shall not be liable for damage thereof or theft or misappropriation thereof. Notwithstanding the foregoing, nothing herein shall be construed as a waiver or limitation of Landlord's liability for loss, damages or injury, which results from Landlord's negligence or the negligence of Landlord's agents.

19. ACCESS: Landlord and its agents shall have free access to the Demised Premises during all reasonable and regular business hours for the purpose of examining the same and ascertaining that the same are in good repair, to make reasonable repairs, maintain the same or to exhibit the same to prospective purchasers or tenants.

20. CLEANLINESS AND WASTE: Tenant shall keep the Demised Premises in a neat and orderly condition free from waste or debris and shall neither commit nor permit any waste or nuisance thereon.

21. INDEMNITY: To the extent permitted by law, Tenant hereby indemnifies, defends and holds Landlord harmless from and against any and all claims, liabilities, damages and expenses (including reasonable attorneys' fees and costs) in connection with (a) any breach of this Lease by Tenant or tenant's agents, employees, contractors, visitors, subtenants or assignees (collectively, the "Tenant Indemnitors"), (b) any act or omission of the Tenant Indemnitors or (c) Tenant's use or occupancy of the Premises. Said indemnity shall not apply to any adjudicated negligence or willful misconduct of Landlord. Said indemnity shall survive the Term, any early termination of this Lease and any assignment of this Lease or subletting of the Premises.

Landlord hereby indemnifies, defends and holds Tenant harmless from and against any and all claims, liabilities, damages and expenses (including reasonable attorneys' fees and costs) in connection with (a) any breach of this Lease by Landlord or Landlord's agents, employees, contractors, visitors, subtenants or assignees (collectively, the 'Landlord Indemnitors') or (b) any act or omission of the Landlord Indemnitors. Said indemnity shall not apply to any adjudicated negligence or willful misconduct of Tenant.

22. IMPROVEMENTS TO DEMISED PREMISES: Landlord shall provide, at Landlord's expense, all improvements to the exterior and interior of the Demised Premises, and the same shall be constructed in accordance with the plans and specifications approved in writing by Landlord and Tenant, which approval shall not be unreasonably withheld or delayed. Landlord shall gut and renovate the building providing a new roof; new heating, air conditioning and ventilation systems, between 5 to 8 tons; new ceilings; new walls; new plumbing, sewage and electrical systems; new floor coverings; new doors and windows; and the roof curbing required for rooftop installation if necessary. The Tenant shall provide a new telephone system and the installation of telephone and data lines for the telephones and computers. Landlord's contractor must coordinate with and utilize the Tenant's vendor for the installation of telephone and data lines.

23. CONSTRUCTION LIENS: Tenant shall not suffer or permit any construction liens or other liens to be filed against the Demised Premises or the project, nor against Tenant's leasehold interest therein, by reason of work, labor, services or materials supplied, or claimed to have been supplied, to or at the request of Tenant, or representatives of Tenant, and nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied, to any contractor, subcontractor, sub-subcontractor, laborer, material man or other lienor for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of the premises, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any construction liens against the Demised Premises. A memorandum containing the following language shall be recorded in the Public Records of Hendry County, Florida:

CONSTRUCTION LIENS: Notwithstanding anything that appears in this Lease to the contrary, the interest of Landlord in the leased property shall not be subject to liens for improvements or work made or done by Tenant whether or not same shall be made or done in accordance with an agreement between Landlord and Tenant. It is agreed that in no event shall Landlord or the interest of either party in any of the leased property or premises be liable for or subjected to any construction, materialmen's or laborers' liens for improvements or work made or done by the Tenant. This Lease expressly prohibits the subjecting of the interest of Landlord in the leased property or Demised Premises to any construction,

materialmen, or laborer lien for improvements made by the Tenant and all persons dealing with Landlord or Tenant are put on notice of these provisions.

In the event that any such construction lien or other lien is filed against the Demised Premises or against Tenant's leasehold interest therein, or against the project as a result of any act or omission of Tenant, Tenant shall cause the same to be discharged of record by satisfying the same through payment in full or by transferring such lien to bond as provided by the Florida Construction Lien Law within fifteen (15) days after the date of filing. A failure by Tenant to effect such a discharge shall constitute a default hereunder.

24. **CONDITION:** The Demised Premises are hereby leased to Tenant in condition specified in Sections 1, 7 and 22. If on the commencement date the Demised Premises do not meet the conditions specified, Tenant has the right to terminate this Lease and shall have no further obligation hereunder.

25. **SUBORDINATION AND ATTORNEY:** This Lease and all of the rights of Tenant hereunder are and shall be subject and subordinate to the lien of any mortgage or mortgages hereinafter placed on the Demised Premises, or any part thereof, or the real property of which the Demised Premises form a part, and to any and all renewals, modifications, consolidations, replacements, extensions or substitutions on any such mortgage or mortgages; provided, however, that in such case Landlord will use due diligence to attempt to have the holder of the mortgage agree that this Lease shall not be divested or in any way affected by foreclosure or other default proceedings under such mortgage, or obligation secured thereby, so long as Tenant shall not be in default under the terms of this Lease, and this Lease shall remain in full force and effect notwithstanding any such default proceedings under such mortgage or obligation secured thereby. Tenant shall, in the event of the sale or assignment of Landlord's interest in the building of which the Demised Premises form a part, or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Demised Premises, attorney to the purchaser and recognize such Purchaser as Landlord under the Lease.

26. **SURRENDER OF PREMISES:** Upon the termination of this Lease, whether by expiration of the term or otherwise, Tenant shall peaceably and quietly leave and surrender the Demised Premises, broom clean and in good order and condition, ordinary wear and tear excepted. All fixtures, air conditioning and heating equipment, other equipment, improvements and appurtenances attached to or built into the Demised Premises, whether by Landlord or Tenant, shall be and remain a part of the Demised Premises and shall not be removed by Tenant at the end of the term unless otherwise expressly provided in this paragraph. All electric, plumbing, heating fixtures and outlets, partitions, doors, paneling, molding, shelving, carpeting, floors, ventilating, air conditioning, heating and cooling equipment, without limitation, shall be deemed to be included in such fixtures, improvements, equipment and appurtenances.

If furnished at the expense of Tenant, all removable trade fixtures, professional equipment,

telephone system, computer system and business equipment, including shelving, shall not be deemed to be included in such fixtures, improvements, equipment and appurtenances, and may be removed by Tenant upon condition that Tenant is not in default hereunder and that such removal does not structurally damage the Demised Premises or the building in which the Demised Premises are located, and upon the condition that Tenant shall immediately repair any damage to the Demised Premises, or the building in which the Demised Premises are located arising from such removal. Tenant agrees to indemnify and hold Landlord harmless from and against all damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees, whether for negotiation, trial, appellate or other legal services) arising from such removal. The failure by Tenant to remove any property which it is entitled to remove hereunder on or prior to the termination of this Lease shall be deemed to constitute an abandonment by Tenant, and such property shall thereupon become the property of Landlord.

In the event Tenant fails to surrender the premises at the expiration or termination of this Lease, the continued occupancy shall be on a month-to-month basis only, at a fixed minimum rental equal to two hundred percent (200%) of the rental prevailing immediately prior to the holding over unless otherwise agreed.

27. ESTOPPEL CERTIFICATES: Tenant agrees to provide at any time, within twenty (20) days of Landlord's written request, a certificate certifying that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of monthly rent, the dates to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. It is intended that any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the Demised Premises or any portion thereof.

28. DEFAULT: If the Demised Premises shall be deserted or vacated for a period of ten (10) working days, or if Tenant shall not pay the rent, or any part thereof, required by the terms hereof (including any applicable grace period) to be paid by Tenant unto Landlord for more than three (3) working days after Tenant's receipt of written notice in compliance with Florida Statutes from Landlord specifically stating the nonpayment of rent, or if Tenant shall be adjudged, voluntarily or involuntarily, bankrupt, or make an assignment for the benefit of creditors, or take the benefit of any insolvency act, or if a receiver should be appointed for or against Tenant, or if there should be a default in the performance of any other covenant, agreement, condition, rule or regulation herein contained, or hereafter established, or the payment of any other sums on the part of Tenant for more than fifteen (15) working days after Tenant's receipt of written notice from Landlord specifically defining the default, or if Tenant shall assign this Lease or sublet the Demised Premises in violation of the terms of this Lease, then, in any of such events, Landlord may, at Landlord's option, terminate and end this Lease and re-enter or repossess the Demised Premises without the necessity for giving notice or taking legal proceedings to accomplish such re-entry or repossession and dispossess and remove there from Tenant or other occupants thereof and their effects without being liable to any prosecution therefore; whereupon the

term hereby granted, and at Landlord's option, all right, title and interest under it shall end, and Tenant shall become a tenant at sufferance, or said Landlord may take possession of the Demised Premises and rent the same for the account of Tenant, and Tenant shall pay Landlord the difference between the rent hereby reserved and agreed to be paid by Tenant for the portion of the term remaining at the time of re-entry or repossession, and the amount, if any, received or to be received under such reletting for such portion of the term. The exercise of any such options herein contained, shall be in addition to all other remedies provided by law. The parties intend and specifically agree that no trustee, receiver or other representative in insolvency proceedings of Tenant shall have the power to hold the premises pursuant hereto or assign, sell or otherwise dispose of this Lease.

If Tenant fails to pay any sums due hereunder or defaults in the performance of any of the terms, covenants or conditions contained herein for fifteen (15) working days after receipt of written notice from Landlord as described above, Landlord may at any time thereafter, without notice, perform the same for the account and at the expense of Tenant, and all sums so paid by Landlord, with interest at the highest lawful rate, costs and expenses, shall be deemed to be additional rent hereunder and shall be due from Tenant to Landlord, at the written election of Landlord on notice to Tenant, on the first day of the month following the payment by Landlord. Nothing herein contained shall be construed as imposing any obligation upon Landlord to cure any default of Tenant.

29. ASSIGNMENT AND SUBLEASING: Tenant shall not assign this Lease nor any rights hereunder, nor let or sublet all or any part of the Premises, nor suffer or permit any person or corporation to use any part of the Premises, without first obtaining the express prior written consent of Landlord, which shall not be unreasonably withheld. Should Landlord consent to such assignment of this Lease, or to a sublease of all or any part of the Premises, Tenant does hereby guarantee payment of all rent herein reserved until the expiration of the term hereof, and no failure of Landlord to promptly collect from any assignee or subtenant, or any extension of the time for the payment of such rents, shall release or relieve Tenant from its guaranty or obligation of payment of such rents. In the event Tenant sublets the Demised Premises, with the approval of Landlord, the subtenant may not exercise any options without first gaining the written consent of Tenant unless Landlord releases Tenant from liability hereunder.

30. USE OF PREMISES: Tenant may occupy and use the Demised Premises for providing training and services to clients and groups of clients, meetings, professional and routine business and office functions, but for no other purposes without Landlord's prior written consent, which shall not be unreasonably withheld or delayed. Tenant further covenants and agrees to execute and comply promptly with all statutes, ordinances, rules, orders, regulations and requirements of federal, state and county governments, relating to the use by Tenant of the Demised Premises. The restrictions set forth in this Paragraph shall extend to all agents and employees of Tenant.

31. **DAMAGE AND DESTRUCTION:** If the Demised Premises or the building shall be destroyed by fire or other casualty or are likewise rendered untenantable, Landlord, at its sole option, may restore the Premises to as near its previous condition as is reasonably practicable. In such event, Rent shall be abated proportionately to the extent the Demised Premises are rendered untenantable, provided such casualty is not the fault of Tenant or tenant's agents, employees, contractors, or assignees. If, however, Landlord within ninety (90) days after the occurrence of such casualty, notifies Tenant of Landlord's election not to so restore, this Lease shall thereupon terminate, and Tenant shall vacate and surrender the Demised Premises pursuant to this Lease. Tenant shall be solely responsible for insuring its property and landlord shall have no obligation to repair or replace it, notwithstanding anything to the contrary contained in this Lease. Landlord agrees to proceed in good faith and with reasonable diligence in connection with any casualty restoration.

32. **PARKING AND LOADING:** Landlord agrees to designate the parking spaces located to the side of the Demised Premises and shown in Exhibit A as parking spaces for Tenant's use. Tenant shall be entitled to place such signs and lettering on parking space bumpers reserving said spaces as Landlord may approve in writing. Landlord accepts no responsibility for monitoring the use of designated parking spaces and the fact that there may be improper use of the designated parking spaces by any parties whatsoever shall not constitute a default by Landlord under this Lease. Landlord also agrees to designate, for Tenant's use, unobstructed access to the rear entrance to the Demised Premises to facilitate loading and unloading of Tenant's goods, materials and supplies as Tenant requires in the conduct of its business.

33. **CONDEMNATION:** If the whole of the Demised Premises or so much thereof that the building cannot be reconstructed for Tenant's use shall be taken for any public or quasi-public use, under any statute or by right of eminent domain or private purchase in lieu thereof by a public body vested with the power of eminent domain, then when possession shall be taken thereunder of the Demised Premises or any part thereof, the term herein demised and all rights of the Tenant hereunder shall immediately terminate, unless otherwise agreed by Landlord and Tenant at that time, and the rent shall be adjusted as of the time of such termination, and any rent paid for a period thereafter shall be refunded. Tenant may claim such award as may be allowed for loss of its business or personal property or moving expenses, provided that such claim does not diminish or adversely affect Landlord's award.

34. **TENANT'S RIGHT TO TERMINATE:** The Landlord and Tenant agrees that in the event the Federal Government, State Government, State of Florida Legislature and/or Workforce Florida, Inc. cancel, fail to fund, or otherwise negate or reduce the Tenant's funding, which both parties fully understand is the only source of revenue for payment of rents owed and/or this Lease. Tenant may immediately terminate this Lease by written notification to Landlord and rent will be paid until and including the last day of occupancy only, and neither party shall have any further obligations or liability to the other whatsoever.

35. ATTORNEYS' FEES: If any legal action is instituted by Landlord or Tenant to enforce this Lease, or any part hereof, to recover any sums owing hereunder, for any default hereunder, or to prevent a violation hereof, the prevailing party shall be entitled to recover reasonable attorneys' fees (whether for negotiations, trial, appellate or other legal services) and court costs from the other party.

36. 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 health unit.

37. GOVERNING LAWS: The laws of the State of Florida shall govern the validity, performance and enforcement of this Lease.

38. SAVINGS CLAUSE: The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.

39. PARAGRAPH HEADINGS: The paragraph titles herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

40. SUCCESSORS: It is agreed that the provisions, covenants and conditions of this Lease shall be binding on the legal representatives, heirs, successors and assigns of the respective parties hereto.

41. QUIET ENJOYMENT: If, and as long as, Tenant duly pays the Rent and timely performs all of its obligations under this Lease, Tenant shall quietly enjoy the Demised Premises, without hindrance or molestation by Landlord, subject to the terms of this Lease and any mortgages, ground leases and encumbrances.

42. ENTIRE AGREEMENT: This Lease, and the Exhibits attached hereto and forming a part hereof, set forth all of the covenants, promises, agreements, conditions and understandings between Landlord and Tenant governing the Demised Premises. There are no covenants, promises, agreements, conditions and understandings, either oral or written, between them other than those herein set forth. Except as herein provided, no subsequent alterations, amendments, changes or additions to this Lease shall be binding upon Landlord or Tenant unless and until reduced to writing and signed by both parties. Submission of this instrument by Landlord to Tenant for examination shall not bind Landlord in any manner, and no lease, contract, option, agreement to lease or other obligation of Landlord shall arise until this instrument is signed by Landlord and Tenant in duplicate and an original is delivered to Landlord and Tenant.

43. NOTICES AND INVOICES: All notices required to be served upon the Landlord shall be served by hand delivery, nationally recognized overnight courier, or Registered or Certified Mail, Return Receipt Requested, at

Michael S. Bennett

7011 East 15th Street
Sarasota, Florida 34243

All notices required to be served upon the Tenant shall be served by hand delivery, nationally recognized overnight courier, or Registered or Certified Mail, Return Receipt Requested, at

Southwest Florida Workforce Development Board, Inc.

24311 Walden Center Drive, Suite 200
Bonita Springs, Florida 34134

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

LANDLORD

By: Michael S. Bennett

(Print Name)

Margaret K. Clark

(Print Name)

Cheryl R. ENNIS

TENANT

**Southwest Florida Workforce
Development Board, Inc.**

By:

Joe Peters
Its Executive Director

(Print Name)

Michael Kinney

(Print Name)

Ronald L. Sloan

