

OFFICE SPACE LEASE AGREEMENT

THIS OFFICE SPACE LEASE AGREEMENT (“Lease”), made and entered into this 25th day of April 2017, between Hardee Fruit Company, Inc., a Florida corporation, having a place of business at 1006 Briarwood Drive, Wauchula, Florida, 33873 (hereinafter referred to as “Lessor”), and the Heartland Workforce Investment Board, Inc., (d/b/a/ CareerSource Heartland), having a place of business at 5901 US Hwy 27 S, Suite 1, Sebring, Florida 33870-2117 (hereinafter referred to as “Lessee”).

WITNESSETH

That for, and in consideration of, the rental described herein below and the mutual covenants and promises contained herein, the Lessor and Lessee hereby covenant, promise, and agree as follows:

**ARTICLE I
PREMISES**

Lessor does hereby lease and demise unto Lessee, and Lessee does hereby rent and take as tenant under Lessor, that portion of office space in a building on the existing Premises more particularly described as Lot 2, Thorpes Subdivision, Section 4, Township 34 South, Range 25 East, Hardee County, Florida, Parcel I.D. No. 04-34-25-0450-00001-0002, and which is more commonly known as 324 Sixth Avenue North, Wauchula, Florida 33873. The office space located in the building on the Premises shall hereinafter be referred to as the “Building” and the real property and the improvements including, but not limited to, the Premises, parking lots, driveways, sidewalks and landscaping, shall hereinafter be collectively referred to as the “Property”.

It shall be conclusively presumed, for all purposes under this Lease, that the office space in the building contains a total of approximately (+/-) 4,000 square feet.

**ARTICLE II
LICENSE**

Lessor does hereby grant to Lessee a nonexclusive license for the use and enjoyment of those certain areas appurtenant to the Premises, consisting of all walkways and approaches to the Premises and the parking areas adjacent thereto. The license granted hereby shall exist only during the term of this Lease, and any renewal thereof, and shall terminate simultaneously with any cancellation of the Lease. In no event shall the aforementioned license be revoked or in any way limited by Lessor during the term of this Lease other than by such reasonable rules and regulations applicable to all tenants in the Building.

**ARTICLE III
TERM**

The Term of this Lease shall begin on the Commencement Date (as hereinafter defined), and shall continue thereafter for a period of sixty (60) months, or five (5) years, or until cancelled pursuant to the terms hereof “Initial Term” or “Term”.

The Commencement Date is hereby established as June 1, 2017.

ARTICLE IV RENT

Base Rent and all other amounts becoming due from Lessee to Lessor hereunder shall be referred to collectively as "Rent" or "additional Rent" herein.

The Lessee shall pay to the Lessor, an annual fixed "Base Rent" of \$37,000, which is based on nine dollars and twenty-five cents (\$9.25) per square foot, payable on a monthly basis in the amount of three thousand eighty-three dollars and thirty-three cents (\$3,083.33), for the entire Term of this Lease, which is of sixty (60) months duration. The parties agree that the "Base Rent" and "Additional Rent" charges are consistent with fair market values.

If the Term of the Lease begins and/or ends on other than the first day of the calendar month, then the Base Rent for that portion of the month shall be prorated and payable on the day the Lease begins. Thereafter, each monthly installment of Base Rent shall be due and payable without demand and without any set-offs, deductions or counterclaims whatsoever, to Lessor on the first day of each month. Any Base Rent received after the tenth (10th) of each month shall be charged a ten percent (10%) late fee.

Lessee also promises and agrees to pay all personal property taxes levied or imposed against personal property owned by Lessee and used, or for use on, the Premises.

Except as authorized in the Funding Termination Exception clause, no abatement, diminution, setoff or reduction of Rent payable by Lessee under this Lease shall be claimed or allowed to Lessee for any inconvenience, interruption, cessation, or loss of services or business or otherwise caused directly or indirectly by any present or future laws, rules, requirements, orders, directives, ordinances, or regulations of any governmental authority having jurisdiction over the Property, or by priorities, rationing, curtailment of labor or materials or by war or any matter or thing resulting therefrom or by any other cause whatever, unless caused by the intentional act or omission or negligence of Lessor or any of Lessor's agents, employees, tenants (other than Lessee), invitees or licensees.

Funding Termination Exception

Lessor acknowledges that Lessee is a Local Workforce Development Board established and existing pursuant to Section 445.007, Florida Statutes. Lessor further acknowledges that the existence of Lessee is dependent upon and directly affected by actions of the state and federal government, including various departments and agencies thereof. If the State of Florida or the United States Government shall fail to provide or approve formula/base funding at a level which is necessary to continue the general operations of Lessee, Lessee may elect to terminate this Lease at any time by providing Lessor with no less than sixty (60) days' written notice of Lessee's intent to terminate (the "Funding Termination Notice"). The Funding Termination Notice shall include a specified termination date for the Lease (which date shall in no case be less than sixty [60] days after the date the Funding Termination Notice is received by Lessor and not later than the Termination Date) and shall further include such evidence as may be reasonably available to demonstrate the governmental action affecting the funding of Lessee's operations. If the Funding Termination Notice is provided, then (i) this Lease shall terminate on the date specified in the Funding Termination Notice and (ii) Lessee shall pay all Rent and other amounts due through such specified termination date, and any payments of Rent and other amounts previously made by Lessee for any period subsequent to such date shall, so long as no Event of Default then exists hereunder, be returned to Lessee after first deducting therefrom all amounts owed by Lessee.

**ARTICLE V
USE OF PROPERTY**

The Premises may be used as an office building (One-Stop Career Center), storage space or other reasonable business purpose deemed necessary by Lessee and for no other purpose, without the prior written consent of Lessor. Since Lessee will use the Premises primarily as an office building (One-Stop Career Center), Lessee recognizes and agrees that conduct and procedures will be permitted only to the extent and in the manner they would be permitted if performed within the ethical and moral precepts and procedures of CareerSource Heartland, and as amended from time to time. Lessee may install and use such equipment as is necessary or incidental to the operation of a One-Stop Career Center. Lessee shall give Lessor prior written notice before installing significant electrical equipment and shall install, maintain, and operate such equipment in a manner reasonably satisfactory to Lessor and in compliance with all manufacturer guidelines and with all state and city electrical codes. Lessee shall not use or permit the Premises or any part thereof to be used for any purpose in violation of any governmental law, ordinance or regulation, or to create a nuisance, disturb any other lessee of the Building, or injure the reputation of the Building. Lessee shall obtain, at its expense, all permits and approvals required from all applicable governmental authorities for Lessee's use of the Premises as contemplated herein.

Seventy-five percent (75%) of all available parking spaces will be allocated for Lessee.

Lessee shall, at its sole cost and expense, be allowed to erect an exterior sign at the most appropriate location on the Premises to advertise available services to the public. Lessee will be responsible for all costs associated with the maintenance of its signage. All signage and advertising media shall conform in all respects to any criteria established for same by the Municipality and/or County ordinances. All signs shall be kept in good condition at all times and shall be removed by Lessee upon expiration or termination of this lease.

**ARTICLE VI
IMPROVEMENTS AND ALTERATIONS**

Lessee shall make future changes, alterations, decorations, additions or improvements in or to the Premises as it may deem necessary, subject however, to the prior written consent of Lessor, which shall not be unreasonably withheld. Any and all such alterations and improvements in the future that have been approved by Lessor which shall be paid for by Lessee, shall be made in a good and workmanlike manner and of quality equal to the original construction, and shall be in compliance with all applicable permits and authorizations, building and zoning laws and all other laws, ordinances and regulations. All such alterations and improvements so made (including, without limitation, all partitions, fixtures and floor coverings) shall automatically become the property of Lessor without expense to Lessor, and may not be removed from the Premises without the prior written approval of Lessor; provided, however, that Lessor may, by written notice to Lessee, require Lessee, at Lessee's sole cost and expense, to remove any and all improvements, alterations, additions installed or made by Lessee on or to the Premises and to repair any damages to the Premises caused by such removal.

Lessee agrees to indemnify, defend, and hold Lessor harmless from any loss, cost, damage or expense, including attorneys fees, arising out of any claim relating to work done or materials supplied to Premises at Lessee's request or on Lessee's behalf.

**ARTICLE VII
LESSOR AND LESSEE'S MAINTENANCE OBLIGATIONS**

Lessee shall, at its expense, furnish the Premises with (i) adequate utilities (electricity, water, sewerage), (ii) lighting replacement for Building standard lights; (iii) toilet room supplies; (iv) daily janitorial service during the time and in the manner that such janitorial service is customarily furnished in first class office buildings in the metropolitan area where the Building is located; (v) security; and (vi) pest control. Lessor, at Lessor's expense, shall provide a dumpster for the disposal of garbage/trash and shall maintain and repair in a good, workmanlike manner, the Building and the Property including, but not limited to, all common areas, driveways, parking areas, sidewalks, landscaping and irrigation system, the air conditioning, heating, and ventilation systems, the water heater(s) for the Building, and all plumbing and electrical systems. Notwithstanding the foregoing, to the extent any damage to the plumbing or electrical wiring systems or to any other portion of the Building, the Property or Premises is caused by Lessee or any of its agents, employees, customers, invitees or licensees, Lessee shall reimburse Lessor for the reasonable cost of repairing the same within ten (10) days after receipt of written notice from Lessor demanding such reimbursement. Lessee shall at the cancellation of this Lease, by lapse of time or otherwise, deliver the Premises to Lessor in as good condition as on the Commencement Date, ordinary wear and tear excepted.

**ARTICLE VIII
INSURANCE**

8.1 **General Insurance Requirements.** Lessee shall keep the Premises insured continuously during the Term of the Lease, and any renewal thereof, by the kind of insurance described in, and with coverage in amounts not less than those specified in, the requirements set forth in Section 8.2 below. Such insurance shall be written by companies of recognized standing which are authorized to conduct business in the State of Florida, and are well rated by reputable national rating organizations.

8.2 **Type of Insurance Required.** Lessee shall maintain comprehensive general public liability insurance in an amount not less than one million dollars (\$1,000,000.00) for injury or death to one person per single incident, two million dollars (\$2,000,000.00) for injuries or death for any number of persons in any one occurrence, and a minimum of two-hundred-fifty thousand dollars (\$250,000.00) for damage to property, such insurance to specifically cover the Premises, including any improvements by Lessee to the Premises.

All insurance shall name Lessor and all respective agents and employees as additional insureds, and such insurance shall not be changed or cancelled without at least thirty (30) days prior written notice to Lessor and Lessee (unless such cancellation is due to nonpayment of premiums, in which event ten [10] days prior written notice shall be provided).

8.3 **Delivery of Policies, etc.** Lessee shall, prior to the Commencement Date and prior to the expiration of any policy, deliver to Lessor, a certificate or binder evidencing such insurance. Should Lessee fail to effect, maintain, or renew the insurance provided for above in the required amount, or to pay the premium therefore, or to deliver to Lessor any such certificate, then and in any of such events Lessor, at Lessor's option, but without obligation to do so, may, upon five (5) business days prior written notice to Lessee of the intention to do so, procure such insurance. Any sums expended by Lessor to procure any such insurance shall be deemed Additional Rent payable to Lessor and shall be paid by Lessee to Lessor on demand. However, it is expressly understood that procurement by Lessor of any such insurance shall not be deemed to waive or release the default of Lessee, or the right of Lessor, at Lessor's option, to recover possession of the Premises by reason of such default as herein provided, or to pursue any other remedy available to Lessor. Lessee covenants and agrees to pay to Lessor any and all damages which Lessor may have sustained by reason of the failure of

Lessee to obtain and maintain such insurance. It is expressly understood and agreed that Lessor shall not be obligated in any way or manner to insure any personal property of Lessee or which Lessee may have upon or within the Premises.

- 8.4 **Responsibility.** Lessor shall not be liable, and Lessee waives all claims, for injury to or death of persons or damage to or loss of property sustained by Lessee or Lessee's invitees or guests resulting from the Premises or any part of it or any of its equipment or appurtenances being out of repair, or resulting directly or indirectly from any act or neglect of any tenant or occupant of the Building or of any other person, or from any other cause whatsoever except the negligence, intentional act or omission of Lessor or any of Lessor's agents, employees, invitees or licensees.
- 8.5 **Indemnity.** Lessee agrees to indemnify and hold Lessor harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorneys fees for the defense thereof incurred by Lessor, arising from the conduct or management of Lessee's business or its use of the Premises or from any intentional act or negligence of Lessee, its agents, contractors, employees, subtenants, guests, or invitees in or about the Premises. In case of any such action or proceeding brought against Lessor by reason of any such claim, Lessee, upon prior written notice from Lessor, covenants to defend such action or proceeding by counsel acceptable to Lessor.
- 8.6 **Property Insurance.** Lessor shall bear the risk of loss to the Premises and improvements (other than improvements by Lessee) on the Premises, but same shall not include the personal property and contents of Lessee. Lessee shall bear the risk of loss, and purchase adequate property insurance to protect said contents. Lessor, at Lessor's expense, shall obtain and at all times maintain a fire and extended coverage insurance policy insuring the replacement value of all improvements (other than improvements by Lessee) now or hereafter located on the Property.

ARTICLE IX DAMAGE TO OR DESTRUCTION OF THE PROPERTY

In the event that the Property, Building and/or Premises is damaged by fire, tornado, hurricane or other casualty, to such an extent that Lessor determines it cannot be restored within sixty (60) days from the date of such damage, Lessee may, at its option, terminate this Lease as of the date of such damage by giving written notice to Lessor within thirty (30) days thereafter of its election to do so, and the Rent shall abate for the unexpired portion of the Term of this Lease commencing on the date of receipt of the written notice of termination. In the event the Property, Building and/or the Premises is damaged by any such cause and Lessor determines it can be restored within sixty (60) days after the date of such damage, Lessor shall commence to restore the Property, Building and/or the Premises, as the case may be, to substantially the same condition as before such damage occurred.

ARTICLE X CONDEMNATION

In the event the entire Premises or the Property is taken for any public or quasi-public use under any governmental law, ordinance or regular, or by right of eminent domain or private purchase in lieu thereof, this Lease shall terminate automatically and Rent shall abate for the unexpired portion of the Term as of the date the physical taking occurs. In the event that a portion of the Property and/or the Premises is so taken, and Lessee's use of the Property and/or the Premises is not thereby substantially and adversely affected, this Lease shall continue in full force and effect without abatement or diminution of Rent. In the event of any taking, Lessee agrees to make no claim against Lessor for the value of the unexpired portion of the Term of this Lease, nor for any related losses thereby occasioned. Lessee further agrees that Lessor is solely entitled to any condemnation award, and Lessee agrees not to assert, claim or seek any portion of any award made to Lessor.

**ARTICLE XI
ACCESS BY LESSOR**

Lessor may enter upon and inspect the Premises, after giving reasonable notice, for the purpose of ascertaining Lessee's compliance with applicable laws, ordinances, regulations and governmental orders and directives, and with the terms and conditions of this Lease or for maintenance purposes. Lessor may also enter upon the Premises during reasonable business hours from 8:00 a.m. to 5:00 p.m. for the purpose of exhibiting the Premises to prospective tenants or purchasers within the last sixty (60) days of the Term of the Lease, provided Lessor gives Lessee twenty-four (24) hours prior notice. In the event of an emergency (e.g., casualty as to life or property), Lessor may enter upon the Premises without notice to Lessee.

**ARTICLE XII
SUBORDINATION OF LEASE**

This Lease shall be subject and subordinate to all mortgages which may now or hereafter encumber any interest in the Premises, and each and all advances which have been made or may hereafter be made thereunder, and to all renewals, modifications, consolidations, replacements and extensions thereof. In confirmation of such subordination, Lessee shall execute promptly, without costs or charge, any instrument or certificate Lessor may request. Notwithstanding the foregoing, for such subordination to be effective, the owner and holder of such mortgage shall provide a non-disturbance agreement to Lessee, reasonably acceptable in form and substance to Lessee. Lessee hereby irrevocably constitutes and appoints Lessor as Lessee's attorney-in-fact to execute any such instrument or certificate for an on behalf of Lessee.

**ARTICLE XIII
MECHANICS LIENS**

Nothing contained in this Lease shall be construed as a consent on the part of Lessor to subject the Premises of Lessor to liability under the mechanics lien law of the State of Florida. In the event that a mechanics lien is filed against the Premises in connection with any work performed by or on behalf of Lessee, Lessee shall satisfy or remove the same as a lien against the Premises within ten (10) days from the earlier of the date the lien is filed, or the date Lessee receives a notice of intent to file a lien. Lessee agrees to send written notice, and a copy, of the filed lien or notice of intent to file a lien, to Lessor within five (5) days of receipt by Lessee. In the event that Lessee fails to satisfy such claim within the ten (10) day period, Lessor, at its election, may pay and satisfy the same and in such event the sums so paid by Lessor, with interest from the date of payment at the then current rate of Prime (Rate) for the amounts owed Lessor by Lessee, including attorneys fees. Such sums shall be deemed Additional Rent due and payable by Lessee at once without notice or demand. Further, Lessee agrees to indemnify and save Lessor harmless from and against any damage or loss incurred by Lessor as a result of any mechanics lien. Without limiting the foregoing, Lessee shall not cause or permit the placing of any other lien or encumbrance of any nature whatsoever against the Premises. This article shall survive expiration, cancellation or otherwise of this Lease until the matter is resolved.

**ARTICLE XIV
SURRENDER OF PREMISES**

Lessee agrees that, on the last day of the Term of this Lease, or any renewal thereof, or in the event that this Lease is otherwise cancelled, on such cancellation date, Lessee shall peaceably and quietly leave and surrender the Premises in as good condition as on the Commencement Date, ordinary wear and tear excepted. In the event that Lessee holds over beyond the expiration date of this Lease (or such earlier cancellation date), then Lessee shall be deemed to be a tenant-at-sufferance, and shall vacate the Premises

immediately upon receipt of written notice from Lessor. During the period of any such holding over, Lessee shall pay Base Rent monthly or a pro-rata portion thereof in an amount equal to the amount which was due immediately prior to the expiration, or earlier cancellation, date.

**ARTICLE XV
DEFAULT BY LESSEE – LESSOR’S REMEDIES**

- 15.1 **Event of Default.** Each of the following shall be deemed to be an Event of Default under this Lease:
- 15.1.1 If Lessee shall fail in the payment of Rent, when due, and shall fail to cure such default within five (5) days after receipt of written notice thereof; or
 - 15.1.2 If Lessee shall fail to comply with any other obligation hereunder, and shall fail to cure such default within thirty (30) days after receipt of written notice thereof; or
 - 15.1.3 If Lessee shall file a petition in bankruptcy, or a petition shall have been filed against Lessee by others, or if Lessee shall be adjudicated a bankruptcy or makes an assignment for the benefit of creditors or takes advantage of any other insolvency act.
- 15.2 **Remedies.** Upon the happening of any one or more of the foregoing Events of Default, or if the Premises shall be vacated or abandoned, or in the event of cancellation hereof either by operation of law or by the issuance of a dispossession warrant or by the service of a notice of cancellation or otherwise, Lessor may:
- 15.2.1 Perform any act or do anything required under this Lease to be performed by Lessee, and to recover the cost thereof from Lessee.
 - 15.2.2 Keep the Lease in force, re-enter, and re-let the Premises or any or all parts thereof for the whole or any part of the remainder of the original Term hereof or any renewal term, for the account of Lessee. Lessor shall not be liable for failure to re-let the Premises, or in the event of re-letting, for failure to collect the rent therefore.
 - 15.2.3 Re-enter, and re-let the Premises for the account of Lessor by giving written notice thereof to Lessee, and the same shall be effective ten (10) days after receipt of such notice, as provided in Article XVIII, Section 18.13. Lessor shall be entitled to recover from Lessee all damages that result from Lessee’s default, including all Rents and other charges and damages accrued or accruing hereunder.
- 15.3 **Deficiency.** Should any Rent collected by Lessor be insufficient to pay to Lessor a sum equal to the balance of the Rent, the balance or deficiency shall be paid by Lessee to Lessor in twelve (12) equal monthly installments on the days herein before specified in Article IV. Lessee shall be and remain liable to Lessor for any deficiency under the Terms of this Lease. The right of Lessor to recover from Lessee the deficiency amount, or a sum equal to the amount of the Rent, if there shall be no re-letting, shall survive the issuance of any dispossession warrant or other cancellation hereof.
- 15.4 **Recovery of Deficiency.** Suit or suits for the recovery of any such deficiency of damages or for a sum equal to any installment or installments of the Base Rent or Additional Rent due and payable hereunder may be brought by Lessor from time to time at Lessor’s election, and nothing herein contained shall be deemed to require Lessor to await the date whereon this Lease or the Term hereof would have expired by limitation had there been no such default by Lessee or no such cancellation.

- 15.5 **Breach.** In the event of breach or threatened breach by Lessee of any of the terms, covenants or conditions hereof, Lessor shall have the right of injunction to restrain the same and the right to invoke any remedy allowed by law or in equity, as if specific remedies, indemnity or reimbursement were not herein provided for. In the event of breach or threatened breach by Lessor of any of the terms, covenants or conditions hereof, Lessee shall have the right of injunction to restrain the same and the right to invoke any remedy allowed by law or in equity, as if specific remedies, indemnity or reimbursement were not herein provided for.
- 15.6 **Cumulative Remedies.** The rights, privileges, options, and remedies given to Lessor in this Lease are distinct, separate and cumulative remedies, and not one of them, whether or not exercised by Lessor, shall be deemed to be in exclusion of any of the others herein or by law or equity provided.
- 15.7 **Waiver.** The receipt of Rent by Lessor, with knowledge of any breach of this Lease by Lessee or of any default on the part of Lessee in the observance or performance of any of the terms, covenants or conditions of this Lease, shall not be deemed to be a waiver of any provision of this Lease.

ARTICLE XVI DISPUTE RESOLUTION

The parties agree to attempt, in good faith, to resolve any controversy or claim arising out of or relating to this Lease promptly by negotiations between the parties. The parties shall meet at least once, within twenty-one (21) days of either party giving written notice to the other of a controversy or claim, for the purpose of resolving such controversy or claim. Nothing in this Lease shall be construed to require all issues to be determined by binding or non-binding arbitration.

ARTICLE XVII SUPERVENING LAW

- 17.1 **Lease Subject to All Applicable Laws.** The parties recognize and agree that this Lease and the activities hereunder are governed by federal, state and local laws, regulations, rules and policies. The parties further recognize and agree that this Lease is subject to new legislation as well as amendments to such existing laws, regulations, rules and policies.
- 17.2 **Compliance and Changes in Laws and Regulations.** In the event any party to this Lease, in consultation with counsel, develops a good faith concern that any provision of this Lease and/or any activity hereunder is in violation of any applicable law, regulation, rule or policy, such party shall (a) immediately notify the other party in writing of such concern, the specific provision and/or activity giving rise to such concern; and (b) obtain a legal opinion from a reputable law firm, opining that the provision and/or activity violates applicable law, regulation, rule or policy.

**ARTICLE XVIII
MISCELLANEOUS PROVISIONS**

- 18.1 **Amendment to Lease.** This Lease may be modified, amended or surrendered only by written instrument duly executed by the Lessor and Lessee.
- 18.2 **Assignment of Lease.**
- 18.2.1 By Lessor: The Lessor reserves the right to sell, mortgage, assign or otherwise transfer all or any part of its interest in the Premises and to assign all of its rights and obligations under this Lease, upon thirty (30) days prior written notice.
- 18.2.2 By Lessee: The Lessee may assign this Lease or any of its rights or obligations hereunder, or may sublease all or portions of the Premises with the prior written consent of Lessor which shall not be unreasonably withheld. In the event Lessee subleases all or a portion of the Premises, Lessee shall remain responsible for fulfilling Lessee's obligations under this Lease. Lessee may allow Community Partners to occupy office space on the premises, based on availability of space, for the purpose of providing workforce-related assistance, and for rendering in-kind services to the community. With approval of the Lessor, Lessee may charge Community Partner fair share costs.
- 18.3 **Compliance with Law.** Lessee agrees to comply with any provision of applicable federal, local or state law, and any regulation thereunder, now in effect or later adopted, relating to this Lease or the obligations of Lessee hereunder.
- 18.4 **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall, for all purposes, be deemed to be an original, and all of which are identical.
- 18.5 **Discrimination.** Lessor covenants that Lessor shall not discriminate against any person because of race, color, creed, religion, sex, handicap, familial status or national origin.
- 18.6 **Enforcement Costs.** If any legal action or other proceeding, including arbitration, is brought for the enforcement of this Lease or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Lease, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, paralegal fees, court costs and all expenses if not taxable as court costs, incurred in that action or proceeding, including all appeals, in addition to any other relief to which such party or parties may be entitled. Such attorney's fees and other enforcement costs shall not be dischargeable in bankruptcy.
- 18.7 **Entire Agreement.** This Lease constitutes the entire agreement between Lessor and Lessee, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Premises other than those set forth herein.
- 18.8 **Exculpatory Clause.** The liability of Lessor under this Lease or any amendment to this Lease, or any instrument or document executed in connection with this Lease, shall be limited to an enforceable solely against the assets of Lessor constituting an interest in the Property and not other assets of Lessor. No directors, officers, employees, agents or shareholders of Lessor corporations shall have any personal liability arising from or in connection with this Lease.
- 18.9 **Governing Law and Venue.** This Lease shall be interpreted and enforced pursuant to the laws of the State of Florida. Any and all lawsuits or other proceedings related to this Lease or the transactions described herein, shall be commenced and held in Hardee County, Florida.

- 18.10 **Headings.** The headings used for the various articles herein contained are for convenient reference only and are not intended to define, construe, or in any manner, limit the contents of such articles.
- 18.11 **Legitimate Business Purpose.** The Premises rented to Lessee does not exceed that which is reasonable and necessary for the legitimate business purpose of this Lease and shall be used exclusively by Lessee when being used by Lessee.
- 18.12 **Notices.** All notices and other communications between the parties hereto, permitted or required by the provision of this Lease, shall be in writing and sent by hand delivery or by registered or certified mail, return receipt requested, postage prepaid, to the address shown below. The effective date of all notices shall be the date of receipt, as shown on the return receipt, or the date upon which delivery is first refused, as shown on the return receipt or as certified by the postal authority.

If to the Lessor: Hardee Fruit Company, Inc.
David Garza, President

Physical address:
1006 Briarwood Drive
Wauchula, Florida, 33873

Mailing address:
1006 Briarwood Drive
Wauchula, Florida 33873

If to the Lessee: CareerSource Heartland
Donna Doubleday, President/CEO
5901 US Highway 27 South, Suite 1
Sebring, Florida 33870-2117

- 18.13 **Partial Invalidity.** If any provision of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law. It is further the intention of Lessor and Lessee that if any provisions of this Lease are capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.
- 18.14 **Security Deposit.** Lessee, concurrently with the execution of this Lease, has deposited with Lessor, a Security Deposit in the amount of one (1) month's base rent, the receipt of which is hereby acknowledged, which sum shall be retained by Lessor as a Security Deposit. The Security Deposit shall be held by Lessor without liability for interest and as security for the performance by Lessee of Lessee's covenants and obligations under this Lease, it being expressly understood that such deposit shall not be considered an advance payment of Base Rent or Additional Rent or a measure of Lessor's damages in case of default by Lessee. Upon the occurrence of any event of default by Lessee, Lessor may, from time to time, without prejudice to any other remedy, use such deposit to the extent necessary to make good any arrearages of Base Rent, Additional Rent and any other damage, injury, expense or liability caused to Lessor by such event or default. Following any such application of the Security Deposit, Lessee shall pay to Lessor on demand the amount so applied in order to restore the Security Deposit to its original amount, within five (5) days of such demand. If Lessee is not then in default hereunder, any remaining balance of such deposit shall be returned by Lessor to Lessee upon expiration of this Lease, less damages, ordinary wear and tear excepted. If Lessor transfers its ownership interest in the Building during the Lease term, Lessor may assign

the Security Deposit to the transferee and thereafter Lessor shall have no further liability for the return of such Security Deposit.

- 18.15 **Successors and Assign.** This Lease shall be binding upon, and shall inure to the benefit of, the parties hereto, their respective successors and permitted assigns.
- 18.16 **Time of the Essence.** Time shall be of the essence with respect to each provision of this Lease with requires payment by either party upon a specified date or within a specified time period.
- 18.17 **Memorandum of Lease.** The parties hereby agree to only record a Memorandum of Lease in the public records of Hardee County.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized:

HARDEE FRUIT COMPANY, INC.



David Garza
President

CAREERSOURCE HEARTLAND



Donna Doubleday
President/CEO