

Country Class



North

4

Lone Palms
Golf Course

Jewell Ave

Lakeland

Lake Beulah

Winston

Old Tampa Hwy

Kings Manor
MHP

Historic Lake
Morton

Camphor
Heights

Southwest

Polk Pkwy W

Carillon Lakes

Subject Area

Imperial

Drane Field Rd

Lakeland Linder
International
Airport

English Creek

Poley Creek

Hamilton Rd

W Pipkin Rd

W Pipkin Rd

W Pipkin Rd

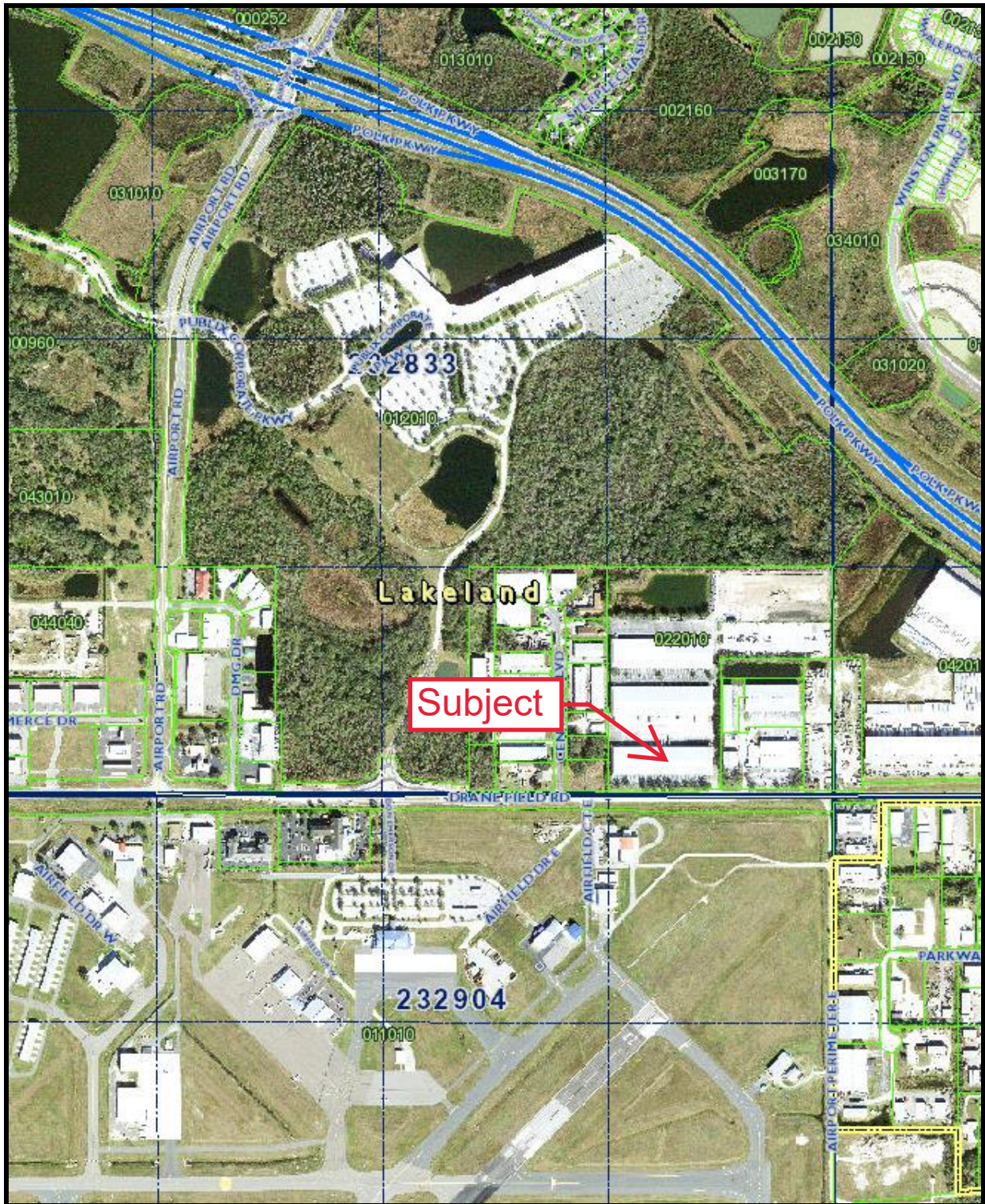
Medulla

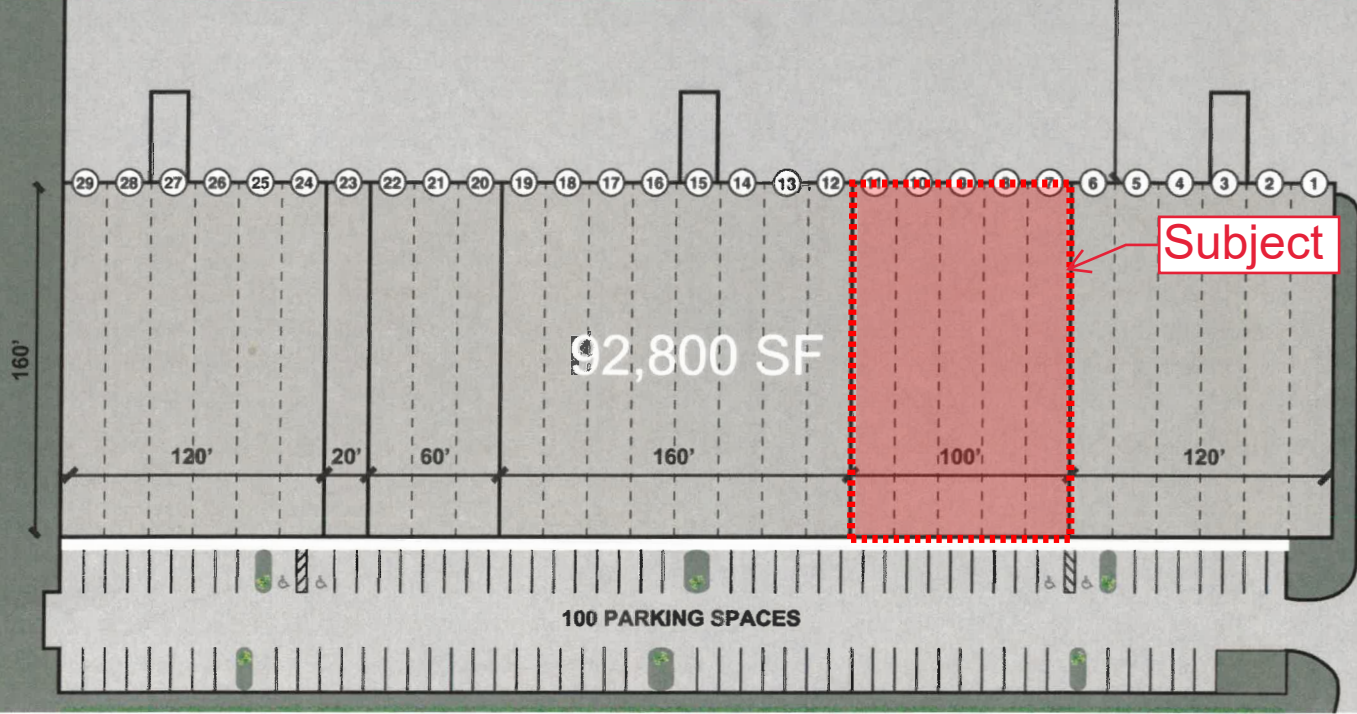
Lakeland
Highlands

Section 33,
Township 28 South,
Range 23 East



SECTION 33, TOWNSHIP 28 SOUTH, RANGE 23 EAST





LEASE AGREEMENT
(Triple Net)

THIS LEASE AGREEMENT ("Lease") is entered into as of the Effective Date by and between the Landlord and Tenant.

In consideration of the rents herein reserved and of the covenants, agreements, and conditions herein contained to be kept and performed by the parties hereto, Landlord and Tenant agree as follows:

1. **BASIC LEASE PROVISIONS AND DEFINITIONS:**

This paragraph and all the items itemized below are an integral part of this Lease, and all the terms hereof are incorporated into this Lease in all respects. In addition to the other terms which are elsewhere defined in this Lease, the following, whenever used in this Lease, shall have the meanings set forth in this paragraph, unless such meanings are expressly contradicted, limited or expanded elsewhere herein:

Landlord's Name:	Ruthven Business Park II LLC
Landlord's Address:	<u>Regular Mailing Address:</u> c/o The Ruthvens, Inc. Post Office Box 2420 Lakeland, Florida 33806-2420 <u>Overnight Mail Address:</u> c/o The Ruthvens, Inc. 41 Lake Morton Drive Lakeland, Florida 33801
Tenant's Name:	Polk County, a political subdivision of the State of Florida
Tenant's Email:	WadeAllen@polkcounty.net
Tenants Phone Number:	863-559-6213
Tenant's Mailing Address:	330 W Church St, Bartow, FL 33830
Tenant's Physical Address:	Same
Tenant's Tax ID:	
Description of the Premises:	3115 Drane Field Rd, Bays 7-11
Square Feet of the Premises:	16,000
Lease Term:	3 Years with two consecutive 1-yr renewal options.
Effective Date of the Lease:	The last date on which the Landlord and Tenant signed the Lease.
Commencement Date:	08/01/2024
Expiration Date:	07/31/2027
Rent Commencement Date:	08/01/2024
Occupancy Date:	08/01/2024
Security Deposit:	\$ -
Permitted Use:	The Tenant shall use the Premises solely for the purpose of: Storage and warehouse.

Initial Payment Due at Signing:

First Month Rent:	\$ 19,666.67
First Month Sales Tax:	\$ -
Security Deposit:	\$ -
Total	\$ 19,666.67

Consolidated Rent Schedule:

<u>TERM</u>	<u>BASE RENT</u>	<u>IMPROVEMENTS</u>	<u>NNN</u>	<u>SALES TAX</u>	<u>MONTHLY TOTAL</u>
08/01/24 - 07/31/25	\$ 13,666.67 +	\$ 3,600.00 +	\$ 2,400.00 +	\$ - =	\$ 19,666.67
08/01/25 - 07/31/26	\$ 14,213.33 +	\$ 3,600.00 +	\$ 2,400.00 +	\$ - =	\$ 20,213.33
08/01/26 - 07/31/27	\$ 14,781.87 +	\$ 3,600.00 +	\$ 2,400.00 +	\$ - =	\$ 20,781.87

Renewal Term(s): Lessor grants to Lessee, subject to the conditions set forth below, the option to renew this lease for **2** terms of **1** year each:

<u>TERM</u>	<u>BASE RENT</u>	<u>NNN</u>	<u>SALES TAX</u>	<u>MONTHLY TOTAL</u>
08/01/27 - 07/31/28	\$ 15,373.14 +	\$ 2,400.00 +	\$ - =	\$ 17,773.14

<u>TERM</u>	<u>BASE RENT</u>	<u>NNN</u>	<u>SALES TAX</u>	<u>MONTHLY TOTAL</u>
08/01/28 - 07/31/29	\$ 15,988.07 +	\$ 2,400.00 +	\$ - =	\$ 18,388.07

If Tenant exercises the option to renew the Lease for a Renewal Term, Landlord shall continue to hold the Security Deposit and except as to the amount of Monthly Rent, all the other terms and conditions of this Lease are to be and remain in full force and effect. The option to renew the Lease for an applicable Renewal Term must be exercised by Tenant giving Landlord written notice to Landlord at least one hundred twenty (120) days prior to the expiration of the Lease Term then in effect; but Tenant shall in no event be entitled to renew the Lease Term, even though such notice is timely given, unless Tenant shall have timely performed all of its obligations hereunder, and shall not then be in default in the performance of any terms of this lease beyond any applicable grace, notice and cure periods.

Additional Terms:

- Improvements include:
- Air conditioning the warehouse to reduce humidity. Target temperature of 78 degrees fahrenheit.
 - Insulation on exterior walls and electrical service required to air condition the warehouse.
 - Landlord to provide one portable or concrete ramp.
 - If air conditioning improvements are not complete as of Rent Commencement date, Landlord will prorate the first months rent effective upon the completion of the air conditioning improvements.

LEASE TERMS AND PROVISIONS

2. Condition Precedent. THIS LEASE AGREEMENT SHALL NOT BE BINDING ON EITHER THE LANDLORD OR TENANT UNTIL SUCH TIME AS BOTH PARTIES HAVE EXECUTED THIS LEASE AND THE LANDLORD HAS RECEIVED THE INITIAL PAYMENT DUE AT LEASE SIGNING. UNTIL THE FOREGOING CONDITIONS ARE SATISFIED, THE LANDLORD SHALL HAVE THE RIGHT TO LEASE THE PREMISES TO OTHERS AND TENANT SHALL HAVE NO RIGHTS HEREIN. IF LANDLORD LEASES THE PREMISES TO ANOTHER PARTY PRIOR TO THE FOREGOING CONDITIONS ARE FULLY SATISFIED, THE LEASE WILL BE OF NO FORCE OR EFFECT AND TENANT WILL HAVE NO RIGHTS HEREUNDER OR TO THE PREMISES.

3. Lease and Description of Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term, at the rental, and upon all of the conditions set forth herein the Premises, which is a portion of the total space of the building (the "Building") in which the Premises are located.

4. Term. The term of this Lease shall commence on the Commencement Date and expire at 11:59 p.m. on the Expiration Date (the "Lease Term"), unless sooner terminated pursuant to the provisions of this Lease. Occupancy may commence on the Commencement Date. The Lease Term includes any Renewal Terms validly exercised by Tenant.

As used herein, the term "Lease Year" shall mean:

- (i) For the First Lease Year, that period commencing with the Commencement Date and ending on the last day of the twelfth (12th) full calendar month following the Rent Commencement Date; and
- (ii) For each succeeding Lease Year, that period commencing with the first day of the calendar month after the termination of the preceding Lease Year, and ending on the last day of each twelfth (12th) month thereafter.

5. Rent.

(a) Base Rent, Additional Rent, and NNN Charges. The rental payments due under this Lease are comprised of Base Rent and Triple Net Charges (NNN Charges) (and all such rent shall also include any "additional rent" as referred to herein). Tenant hereby covenants and agrees to pay Landlord as rental for the Premises the Base Rent, together with the Tenant's Obligations (Paragraph 8(b)), Insurance (Paragraphs 11(a) and 11(b)), Real Property Taxes (Paragraph 12) and Common Area Maintenance Expenses "CAM" (Paragraph 22), on or before the 1st day of each month (such total monthly amount of Base Rent, NNN Charges, and applicable sales tax collectively being referred to herein as the "Monthly Rent"):

(b) Triple Net (NNN) Charges. Tenant shall pay its Proportionate Share of the CAM, real property taxes, management fee and insurance (the "NNN Charges") as provided in this Lease. The NNN Charges shall be paid monthly at the same time as the Monthly Base Rent plus sales tax. NNN Charges are estimated and subject to annual adjustments. The management fee is 4% of the Base Rent (excluding sales tax). After the end of each calendar year, Landlord will forward data to Tenant for verification of the NNN Charges. If Tenant has overpaid NNN Charges, Landlord will credit Tenant such overpayment against the next Monthly Rent arising after such overpayment is determined (or if the Lease is terminating and no subsequent Monthly Rent is due then Landlord will refund Tenant such overpayment). If Tenant has underpaid NNN Charges, Tenant will pay Landlord the amount of the underpayment within ten (10) days of Landlord notifying Tenant in writing of such underpayment.

(c) First Month's Rent and Security Deposit. The Tenant's right to lease and occupy the Premises under the terms of this Lease are subject to and conditioned upon Landlord's receipt of the payment of the First Month's Rent, the Security Deposit, plus all applicable sales tax in the amounts specified in Paragraph 1 of this Lease. The Security Deposit shall be held by the Landlord as security to be applied against any damage or repair to the Premises by Tenant or any other obligation of the Tenant at the completion of the Lease Term. The Security Deposit will not be applied to the last month's rent. The Tenant acknowledges the Landlord shall not be required to maintain a segregated account for the Security Deposit or pay interest on the Security Deposit.

(d) Proportionate Share. Tenant's "Proportionate Share" shall mean a fraction, the numerator of which is the rentable square footage of the Premises and the denominator of which is the total rentable square footage of the Building, The Proportionate Share can also be expressed as a percentage instead of a fraction, but the applicable percentage number representing the Proportionate Share is derived using the foregoing calculation by dividing the rentable square footage of the Premises by the total rentable square footage of the Building.

(e) Partial Month Payment. Rent for any period during the Lease Term which is for less than one (1) month shall be a pro rata portion of the monthly installment based on the number of days in the applicable calendar month.

6. Late Charge: All Base Rent, NNN Charges, and all other amounts owed by Tenant and accruing under the provisions of this Lease not paid when due shall be subject to a late charge of one percent (1%) of the Monthly Rent. All rent is due on the first day of each month and is late and subject to the foregoing late charge if not received by the Landlord on or before the fifth (5th) day of each month.

7. Date and Method of Payment: Tenant shall pay Landlord the Monthly Rent in advance on the first day of each and every month without demand via the Landlord's payment portal.

8. Maintenance, Repairs and Alterations.

(a) Landlord's Obligations. Except as otherwise required by the terms of this Lease, and except for damage caused by the negligence or intentional act or omission of Tenant, Tenant's agents, employees, or invitees (in which event Tenant shall repair all such damage to the Premises), Landlord, at Landlord's expense, shall keep in good order, condition, and repair of the structural integrity of the foundations, exterior walls (other than overhead doors and exterior glass, which shall be the responsibility of the Tenant), and the exterior roof of the Premises. Landlord shall have no obligation to make repairs under this paragraph until a reasonable time after receipt of written notice from Tenant of the need for such repairs. Tenant shall not make or cause to be made any repairs to the Premises except those required to be made by the Tenant in accordance with the terms of this Lease and in no event cause such repairs to be made at Landlord's expense. Landlord shall have no liability to Tenant by reason of any inconvenience, annoyance, interruption or injury to business arising from or relating to Landlord making any repairs or alterations which Landlord is required or permitted to make.

(b) Tenant's Obligations. Subject to the provisions of Paragraphs 9(b), 10(a), and 19, Tenant, at Tenant's expense, shall keep in good order, condition, and repair the Premises, including without limiting the generality of the foregoing, all plumbing, heating, air conditioning, including changing filters monthly, ventilation, electrical and lighting facilities and equipment within the Premises, including fixtures and bulbs and ballasts, pest control, termite extermination, prevention and repair, interior walls and interior surface of exterior walls, ceilings, windows, interior and exterior doors, overhead doors, keys, locks, door closures and plate glass located on the Premises, and the septic tank and if necessary, replacing any interior plumbing, fixtures, the heating and air conditioning system and equipment, whether located inside or outside the Premises, and other items required to be maintained by Tenant, and every part thereof (whether or not the damaged portion of the Premises or the means of repairing the same are reasonably or readily accessible to Tenant, and whether or not the damage was the result of the elements, theft, vandalism, malicious mischief, intentional damage, normal wear and tear, pest or termite damage, or otherwise) (collectively the "**Tenant's Obligations**"). In the event only part of the Building is leased by Tenant, Tenant shall only be responsible for its Proportionate Share of the cost of the maintenance of any septic tank serving the Building. Tenant agrees that, subsequent to the execution of this Lease and for the Lease Term, and except for completion of any improvements required of Landlord by Paragraphs 9(b) and 9(c) hereof, Tenant shall be solely responsible for the cost of any additional improvements or safety equipment (i.e., fire alarms, extinguishers or sprinklers) should such be required by law, code, ordinance, zoning, governmental authority or fire or hazard insurer. Tenant expressly waives all benefits and rights under Florida Statutes § 83.201 and the benefit of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition, and repair. Tenant must maintain Landlord's master key access for fire protection services at all times. Should Tenant elect to have the Premises re-keyed, it will be at Tenant's expense. Landlord requests that Tenant use Landlord's preferred locksmith service. If an alternate locksmith is considered, Tenant will be responsible for any/all costs associated with re-keying at the end of the Lease Term. Tenant shall at all times maintain a level of air conditioning in the air conditioned portions of the Premises not greater than 78° Fahrenheit.

If Tenant fails to perform Tenant's obligations under this Paragraph 10(b), Landlord may, at Landlord's option, enter upon the Premises after ten (10) days' prior written notice to Tenant, and put the same in good order, condition, and repair, and the Tenant shall pay costs thereof, together with interest thereon at the rate of six percent (6%) per annum which amount shall be due and payable as additional rent to Landlord, together with Tenant's next rental installment or Landlord may declare this Lease in default and pursue Landlord's remedies as provided herein.

On the termination of the Lease, Tenant shall surrender the Premises to Landlord in the same condition as received, broom clean, ordinary wear and tear and damage by casualty and condemnation excepted. Tenant shall repair any damage to the Premises occasioned by the removal of its trade fixtures, furnishings, and equipment pursuant to Paragraph 10(c), which repair shall include the patching and filling of holes and repair of any structural damage all to the reasonable satisfaction of the Landlord.

(c) Alterations and Additions. Tenant shall not, without Landlord's prior written consent, make any alterations, improvements, additions, or utility installations in, on, or about the Premises. As used in this paragraph, the term "Utility Installation" shall mean ducting, power panels, wiring, fluorescent fixtures, space heaters, conduits, air conditioning, and plumbing. Landlord may require that Tenant remove any or all of said alterations, improvements, additions, or Utility Installations at the expiration of the term, and restore the Premises to its prior condition. In the event Tenant proposes to make any improvements, the cost of which shall exceed Fifty Thousand and No/100 Dollars (\$50,000.00), Landlord may require

Tenant and Tenant shall provide Landlord prior to the commencement of any work, at Tenant's sole cost and expense, a payment and performance bond (the "Bond") in an amount equal to the cost of such improvements. Should Tenant make any alterations, improvements, additions, or Utility Installations without the prior approval of Landlord, Landlord shall have the right to require Tenant remove any or all of such at Tenant's expense and return the Premises to its previous condition.

The interest of the Landlord in the Premises shall not be subject to any liens for improvements made by the Tenant and as required by Section 713.10, Florida Statutes (2023), the Tenant shall notify any contractors and subcontractors making improvements to the Premises of this limited liability provision. A notice of this limitation on liens may be recorded by the Landlord in the public records of Polk County, Florida.

Any alterations, improvements, additions, or Utility Installations in, on, or about the Premises that Tenant shall desire to make shall be presented to Landlord in written form, with proposed detailed plans of such work. If Landlord shall give its consent, the consent shall be conditioned upon Tenant obtaining the proper permit to do the work from the appropriate governmental agencies, furnishing of a copy of the permit and bond to Landlord prior to the commencement of the work, and the compliance by Tenant of all conditions of the permit in a prompt and expeditious manner.

Unless Landlord requires their removal, as set forth in this Paragraph 10(c), all alterations, improvements, additions, and Utility Installations (whether or not such Utility Installations constitute trade fixtures of Tenant) made on the Premises, shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of this Lease. Notwithstanding the provisions of this paragraph, Tenant's machinery and equipment, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises, shall remain the property of Tenant and may be removed by Tenant subject to the provisions of Paragraph 10(b).

(d) No Violation of Roof. Tenant shall not do anything to violate the warranty, if any, of the roof by piercing, cutting, or altering the roof, nor shall Tenant place equipment, machinery, structures, or any other thing upon the roof without the express written consent of Landlord. Tenant shall not hang any equipment or improvements to or to be attached to the roof, truss work, or columns of the Premises without the prior written consent of Landlord. Notwithstanding the written consent of Landlord as described in this paragraph, and notwithstanding the Landlord's obligations for repair of the roof set forth in Paragraph 10(a) of this Lease, Tenant shall be responsible for immediately repairing (to Landlord's reasonable satisfaction) any leak that results from any piercing, cutting, or altering of the roof or the placement of equipment, machinery, structures, or any other thing upon or attached or hung from or to the roof by Tenant, if any such leak occurs during the Lease Term or any time during the three (3) months immediately following the expiration or termination of this Lease.

9. Use of Premises.

(a) Use. The Premises shall be used and occupied only for the Permitted Use, and for no other purpose. No animals (except for "service animals" as defined under the American with Disabilities Act) are permitted on the property at any time.

(b) Compliance with Law. Landlord warrants to Tenant at the time this Lease is executed, that the Premises, in its existing state but without regard to the use for which Tenant will use the Premises, does not violate any applicable building code, regulation, or ordinance. If it is determined that this warranty has been violated, then Landlord shall, after written notice from Tenant, at Landlord's sole cost and expense, promptly correct any such violation. If Tenant does not give Landlord written notice of any such violation of this warranty within thirty (30) days from the commencement of the initial Lease Term, it shall be conclusively deemed such violation did not exist and the correction of the same shall then be the obligation of the Tenant.

Except as provided in the immediately preceding paragraph, Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, restrictions of record, and requirements in effect during the Lease Term (or any portion thereof) regulating the use by Tenant of the Premises, including furnishing and maintaining the required number of fire extinguishers required by law, regulation, rule, or any insurance provider for the operation of Tenant's business. Tenant shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance.

(c) Suitability of Premises. Landlord agrees to make reasonable repairs to the Premises as needed during the first thirty (30) days of Tenant's initial occupancy date, unless such damage is caused by Tenant. Except for Landlord's repair covenant specified in the preceding sentence, Tenant acknowledges that neither Landlord nor Landlord's agent have made any representation or warranty as to the suitability of the Premises for the conduct of Tenant's business. Upon taking occupancy of the Premises, Tenant acknowledges acceptance of the Premises in its existing state "AS IS WHERE IS", including, but not limited to, the personal property, fixtures and equipment. Tenant is required to maintain the Premises as specified in Paragraph 10(b) hereof, except for any improvements not completed on the date hereof that are the responsibility of the Landlord pursuant to any build out requirements of Landlord set forth in an exhibit or addendum to this Lease.

10. Renewal Terms. If the Basic Lease Provisions include a Renewal Term(s), then Landlord grants to Tenant, the option to renew this Lease for the Renewal Term(s) subject to the conditions specified in the Basic Lease Provisions.

11. Insurance; Indemnity.

(a) Self-Insurance. Landlord and Tenant agree that Tenant is self-insured and that this Lease does not require Tenant to procure or maintain insurance with third-party insurance carriers. For the avoidance of doubt, the term "self-insurance" shall mean the Tenant is itself acting as though it were the insurance company providing the insurance required under the provisions of this Lease and Tenant shall pay any amounts due in lieu of insurance proceeds because of such self-insurance. If an event or claim occurs for which a defense and/or coverage would have been available from an insurance company issuing insurance for such an event or claim, then Tenant shall, to the extent required under this Lease, (i) undertake the defense of any such claim, including a defense of Landlord at Tenant's expense, and (ii) use its own funds to pay any claim or replace any property or otherwise provide the funding that would have been available from insurance proceeds but for such election by Tenant to self-insure. The insurance coverage amounts for which Tenant has elected to self-insure are combined single limit, bodily injury, and property damage insuring Landlord and Tenant against any liability arising out of the ownership, use, occupancy, or maintenance of the Premises and all areas appurtenant thereto, having a combined single limit policy in an amount of One Million and No/100 Dollars (\$1,000,000.00) for any one occurrence and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate.

(b) Property Insurance. Landlord shall, subject to Tenant reimbursing Landlord at Tenant's Proportionate Share of the expense, obtain and keep in force during the Lease Term a policy or policies covering loss or damage to the Premises, but not Tenant's fixtures, equipment, or tenant improvements, in the amount of the full replacement cost thereof, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risk), including flood insurance if applicable. Tenant shall be responsible for its Proportionate Share of any applicable deductible in the event of loss or damage to the Premises for any reason, unless such loss or damage to the Premises resulted from the sole actions or negligence of Tenant whereupon Tenant will be responsible for the entire amount of any applicable deductible. If Landlord collects the entire deductible from another tenant in the Building, then Tenant will not be obligated to pay any portion of the applicable deductible. The Landlord shall have the right to determine the value. If the Lease Term does not begin or expire concurrently with the insurance provided hereunder, the premium for such insurance shall be prorated. Any amounts due to Landlord hereunder shall be paid by Tenant monthly as additional rent as provided in Paragraph 5 hereof.

(c) Insurance Policies. Tenant shall not do or permit to be done anything which shall invalidate the insurance policies required by this Lease.

(d) No Use that Increases Insurance Risk. In no event shall Tenant use the Premises in any manner that will increase risks covered by insurance on the Premises or cause lack of coverage or cancellation of any insurance policy covering the Premises or any portion of the Premises, regardless of whether Tenant's use of the Premises complies with Paragraph 9 of this Lease. Tenant shall not keep on the Premises, or permit to be kept, used, or sold thereon, anything prohibited by the policy of fire insurance covering the Premises. If the use of the Premises by Tenant causes an increase in the insurance premium, Tenant shall pay the additional insurance premium. If any increased hazard insurance premium is not paid by Tenant when due, Landlord may at Landlord's option pay the premium and such additional premium shall be repaid to Landlord as an additional rent installment for the month following the date on which such increased hazard premiums are paid.

(e) Indemnity. To the limited extent permitted by law and without in any manner waiving its rights of sovereign immunity or increasing the limits of liability set forth under Section 768.28, Florida Statutes, Tenant shall indemnify, defend, and hold harmless Landlord from and against claims to the extent arising from Tenant's negligent use, occupancy and actions of and on the Premises, or from the negligent conduct of Tenant's business, or from any negligent activity, work, or things, done, permitted, or suffered by Tenant or by its employees acting within the course and scope of their employment, in or about the Premises, including costs, reasonable attorneys' fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim. Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon, or about the Premises arising from any cause (except to the extent arising from the gross negligence or willful misconduct of Landlord), and Tenant hereby waives all such claims in respect thereof against Landlord.

(f) Exemption of Landlord from Liability. Tenant hereby agrees that Landlord, except to the extent proximately caused by Landlord's gross negligence or intentional misconduct, shall not be liable for injury to Tenant's business or any loss of income therefrom or for damage to the goods, wares, merchandise, or other property of Tenant, Tenant's employees, invitees, customers, or any other person in or about the Premises, nor shall Landlord be liable for injury to the person of Tenant, Tenant's employees, agents, or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water, or rain, or from the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires,

appliances, plumbing, air conditioning, or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the Building of which the Premises are a part, or from other damage or injury or if the means of repairing the same is inaccessible to Tenant.

(g) Waiver of Subrogation. Tenant and Landlord each hereby waives any and all rights of recovery against the other, or against the officers, employees, agents, and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any applicable insurance policy in force at the time of such loss or damage. Tenant and Landlord shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

12. Real Property Taxes. Tenant shall pay as part of the monthly NNN Charges its Proportionate Share of the real property taxes and assessments assessed against the Premises that are due and owing during the Lease Term, together with any sales tax applicable thereto.

13. Intentionally omitted.

14. Utilities. Tenant shall timely pay for all utilities and utility charges, including, but not limited to, electric, water, gas, heat, light, power, telephone, wastewater, sewer, sprinkler charges or surcharges (monitoring and inspection charges), and other utilities and services supplied to the Premises, together with any deposits thereon. If any such utilities or utility services are not separately metered to Tenant, Tenant shall pay to Landlord its Proportionate Share of such cost. Any amounts due to Landlord hereunder not separately metered shall be paid to the Landlord within ten (10) days of receipt of an invoice from Landlord for such utilities.

15. Assignment and Subletting.

(a) Landlord's Consent Required. Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, which Landlord shall not unreasonably withhold, condition, or delay. Any attempted assignment, transfer, mortgage, encumbrance, or subletting without Landlord's consent shall be void and shall constitute a breach of this Lease.

(b) No Release of Tenant. Regardless of Landlord's consent, no subletting, assignment or transfer fee shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay the rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment, transfer, or subletting shall not be deemed a consent to any subsequent assignment, transfer or subletting. In the event of default by any assignee of Tenant or any successor of Tenant, in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against said assignee. Landlord may consent to subsequent assignments, transfer, or subletting of this Lease or amendments or modifications to this Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto, and such action shall not relieve Tenant of any of its liability under this Lease.

(c) Attorneys' Fees. In the event Tenant shall assign or sublet the Premises or request the consent of Landlord to any assignment or subletting or any documents required by Tenant's lender, or if Tenant shall request the consent of Landlord for any act Tenant proposes to do, Tenant shall pay Landlord's reasonable attorneys' fees incurred in connection therewith not to exceed \$2,500.00 per request.

16. Hazardous Waste. Landlord represents, to the best of its knowledge, that the Premises complies with all applicable federal, state, and local environmental laws, regulations, and rulings at the commencement of the Lease Term and that there are not any hazardous or toxic substances prohibited by environmental protection and enforcement agencies on or at the Premises. Upon the execution hereof, the Tenant agrees to comply with all such environmental laws, regulations, and rulings, and Tenant will, to the limited extent specified in Section 11(e) above, defend, indemnify, and hold Landlord harmless from and against any and all actions, losses, liabilities, damages, claims, obligations, debts, costs, and expenses (including reasonable attorneys' fees), known or unknown, contingent or absolute, arising out of or resulting from any (i) petroleum based products, (ii) oil, (iii) waste, (iv) chemical substance or mixture, (v) toxic, hazardous, or regulated substance, mixture, or waste, and/or (vi) radioactive substance stored, released, and/or disposed of on or at the Premises from the commencement of the Lease Term. Tenant's obligations hereunder shall survive the expiration or earlier termination of this Lease.

17. Survival of Indemnity. The obligations under the terms of this Lease for either party to take any action and/or to indemnify the other party shall survive the termination of this Lease and continue until such obligations hereunder have been fulfilled.

18. Defaults; Remedies.

(a) Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

(1) The vacating or abandonment of the Premises by Tenant for thirty consecutive (30) days, without the written consent of Landlord; or

(2) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from Landlord to Tenant; or

(3) The failure of Tenant to maintain the insurance required under the terms of this Lease; or

(4) The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than described in Paragraph 18(a)(2) and 18(a)(3) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed in default if Tenant commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion; or

(5) (i) The making by Tenant of any general arrangement for the benefit of creditors; (ii) the filing by or against Tenant of a petition to have Tenant adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or (iv) the attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days; or

(6) The discovery by Landlord that any financial statement given to Landlord by Tenant, any assignee of Tenant, any subtenant of Tenant, any successor in interest of Tenant, or any guarantor of Tenant's obligation hereunder, and any of them, was materially false.

(b) Remedies. In the event of any such material default or breach by Tenant (after the expiration of any applicable notice, cure or grace period), Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

(1) Re-enter the Premises and remove all persons thereon to the extent permitted by law without being liable to indictment, prosecution, or damages therefor; and/or

(2) Relet the Premises or any part thereof for the balance of the Lease Term as agent for the Tenant and receive rents therefor and apply the same first to the payment of the expenses of reasonable costs to restore the Premises to the surrender condition required by this Lease and making necessary repairs to the Premises, reasonable attorneys' fees, broker's commission, advertising, and all other reasonable expenses of the Landlord in re-entering the Premises and reletting the same; and/or

(3) Elect to accelerate all rent to be paid under this Lease to make it all immediately due and payable, but being discounted to present value using a discount rate of five percent (5%) per annum.

These remedies are not in limitation of any other remedies at law.

Tenant shall be responsible for all costs, including without limitation reasonable attorneys' fees, incurred by Landlord in enforcing any of the terms and provisions of this Lease. In addition and in connection with the reletting of the Premises for the account of Tenant as hereinabove provided, Landlord shall have the right to declare all monthly installments due and payable and to proceed to obtain a judgment therefor against Tenant. Thereafter, all sums collected from the reletting of the Premises, less costs in connection therewith, shall be applied on said judgment or if the judgment has been paid, paid over to Tenant.

Further, in the event of default on the part of Tenant, the Landlord shall have the right to pursue any legal remedy available to it, and Landlord shall have the right to bring distress proceedings without in any way affecting its right to accelerate the balance of rental due and to bring an action therefor.

(c) Default by Landlord. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event until after thirty (30) days written notice by Tenant to Landlord; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

19. Damage or Destruction.

(a) Total Destruction. If at any time during the Lease Term the Premises is totally destroyed from any cause, whether or not covered by insurance required to be maintained under this Lease

(including any total destruction required by any authorized public authority), this Lease shall automatically terminate as of the date of such total destruction.

(b) Partial Damage. If the Premises is partially destroyed or damaged during the Lease Term, Landlord may, at Landlord's option, cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Tenant of Landlord's election to do so within thirty (30) days after the date of occurrence of such damage.

(c) Repair of Premises. Except as provided otherwise in Paragraph 10(b) above, and Paragraphs 19(a) and 19(b) above, the Landlord shall commence repair of the Premises as soon as possible and promptly complete such repairs, provided the Premises can be repaired from the proceeds of the insurance on the Premises.

(d) Abatement of Rent; Tenant's Remedies. If the Premises are partially destroyed or damaged and Landlord elects to repair or restore the Premises, the Monthly Rent payable hereunder for the period during which such damage, repair, or restoration continues shall be abated in proportion to the degree to which Tenant's use of the Premises is materially impaired. Except as to the abatement of Monthly Rent, if any, as provided herein, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair, or restoration.

(e) Termination - Advance Payments. Upon termination of the Lease pursuant to this Paragraph 19, an equitable adjustment shall be made concerning advance Monthly Rent and any advance payments made by Tenant to Landlord except as to any payments for improvements made at Tenant's request. Landlord shall, after application of such advance rent or payments to Tenant's obligations hereunder, return to Tenant so much of Tenant's advance rent as has not theretofore been applied by Landlord.

20. Condemnation. If substantially all of the Premises is taken under the power of eminent domain or sold under the threat of the exercise of said power (all of which are herein called "Condemnation"), this Lease shall terminate as of the date the condemning authority takes title or possession of the Premises, whichever first occurs, and rent shall be paid through that date. If only a part of the Premises is taken, and such partial taking shall, as reasonably determined by Landlord, render the portion not taken unsuitable for leasing, the Landlord shall have the right to terminate this Lease as of the date the condemning authority takes title or possession, whichever occurs first, and rent shall be paid through that date. If Landlord does not terminate this Lease of the Premises in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced to an amount comparable to property of similar size and similar improvements to that of the Premises. This comparable rent amount shall be reasonably determined by Landlord and shall be based upon Landlord's properties or entities related to Landlord's properties which are similar to the Premises. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Tenant shall be entitled to recover from the condemning authority, but not the Landlord, any award in connection with the loss of or damage to Tenant's trade fixtures and removable personal property. In the event that this Lease is not terminated by reason of such condemnation, Landlord shall, to the extent of Actual Severance Damages received by Landlord in connection with such condemnation, repair any damage to the Premises caused by such condemnation except to the extent that Tenant has been reimbursed therefor by the condemning authority. "Actual Severance Damages" shall refer to that part of the condemnation award free and clear of the claims of prior liens which may be entitled to the award as a result of the diminished fee.

21. Surrender of Premises. Tenant shall, at the termination of the Lease Term or any renewal or extension thereof, quietly and peacefully surrender the Premises in as good condition and substantially in the same condition as the Premises existed at the commencement of the Lease Term, ordinary wear and tear and damage or loss by casualty or condemnation excepted, unless Tenant shall be responsible under this Lease for the maintenance and repair of the premises by the terms of this Lease, in which case Tenant shall repair such damage, regardless of cause, except damage from the elements. Upon such termination of the tenancy granted hereunder, except as provided otherwise in Paragraph 10(c), Tenant shall have full authority to remove from the Premises all of its merchandise and trade fixtures, notwithstanding the fact that the same may have heretofore been bolted or otherwise affixed to such Premises, all conditioned upon the Tenant not then being in default hereunder and the repair by Tenant of any damage resulting from such removal.

22. Common Area Maintenance and Use.

(a) Use of Common Area. The use and occupation by the Tenant of the Premises shall include a non-exclusive right to use in common with all others so entitled the Common Area. The term "Common Area" shall mean all facilities, improvements, or areas designated by Landlord for the general use, in common with the tenants of the improvements of the property, which includes but is not limited to the parking areas, streets, sidewalks, walkways, service areas, drainage and plumbing systems, ramps, retention areas, landscaping areas and other similar facilities available for the common use which may from time to time exist. All Common Area shall be controlled and deemed within the sole purview of Landlord. Landlord shall maintain or keep in good order, repair and condition the parking areas and common areas (including but not limited to, lighting, painting, policing, inspecting, landscaping, cleaning, paving, striping and drainage) and further keep same reasonably free from refuse and rubbish. Landlord hereby agrees that it will not erect any barrier or fence which would impede the flow of vehicular or pedestrian traffic from the Premises through, over and across the Common Area, except as Landlord may deem necessary for the security of the tenants.

(b) Common Area Operating Cost. Tenant shall pay Tenant's estimated Proportionate Share of all costs incurred by Landlord in maintaining, repairing and operating the Common Area of the Premises. Tenant's proportionate share of all costs incurred by Landlord shall be referred to as Common Area Maintenance ("CAM"), and shall include, without limitation the total costs of operating, repairing, lighting, cleaning, painting, maintaining, and securing the Common Area, including the land, parking lots, drainage and retention areas, yard maintenance, sprinklers, landscaping, management fees and other related costs. Within one hundred-twenty (120) days of the end of the calendar year, Landlord shall provide Tenant with an annual accounting of the CAM expenses. Within thirty (30) days of its receipt of the annual accounting, Tenant shall remit payment to Landlord for Tenant's Proportionate Share of such costs less its estimated monthly installments previously paid by Tenant. In the event Tenant is entitled to a refund by its overpayment of estimated monthly installments, Landlord shall credit Tenant such amounts against Tenant's next Monthly Rent payment (or if the Lease has expired or otherwise terminated for reasons other than a Tenant default then Landlord shall reimburse Tenant within a reasonable period of time), and in the event the annual accounting shows Tenant owes additional sums, the Tenant shall pay such additional amount within thirty (30) days of receipt of such annual accounting. Notwithstanding the foregoing or anything to the contrary in this Lease, Tenant shall not be responsible for the cost of any repairs or replacements to or serving the Premises or which are categorized as capital improvements in accordance with generally accepted accounting principles (excluding however any repair obligations of Tenant as otherwise specified in this Lease which remain the obligation of the Tenant), all of which shall be the obligation of Landlord; provided however that the costs thereof shall be added to the NNN Charge in amount that is amortized over the reasonable life of such expenditures in accordance with such reasonable life and amortization schedules as shall be reasonably determined by Landlord, and the then current applicable prorata portion of such amortized expenses applied to the then remaining Lease Term will be included in the NNN Charge payable by Tenant.

(c) Books and Records. Landlord agrees to keep and maintain its books and records of the CAM, insurance, and real property tax expenses for a period of no more than two (2) years from the date such expenses are incurred. Upon Tenant delivering reasonable advance written request to Landlord, Landlord will make such records available to Tenant at Landlord's place of business no more than one time each Lease Year to allow Tenant to review such records.

23. General Provisions.

(a) Estoppel Certificate. Tenant shall at any time, upon not less than ten (10) days' prior written notice from Landlord, execute, acknowledge, and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) that there are no uncured defaults in Landlord's performance, and (iii) that not more than two (2) month's rent has been paid in advance or such failure may be considered by Landlord as a default by Tenant under this Lease.

(b) Landlord's Liability. Tenant agrees it shall look solely to the estate and property of Landlord in the Property, subject to all leases and encumbrances, for the collection, satisfaction or enforcement of any default of Landlord. No other assets of Landlord, or any affiliate or owner of Landlord, will be subject to levy, execution or other procedures for the satisfaction of any remedy, judgment or order of Tenant. Tenant agrees that the limitations shall be applicable to any obligation or liability of Landlord, whether expressly contained in this Lease or imposed by statute or at common law. The term "Landlord" as used herein shall mean only the owner or owners at the time in question of the fee title or a Tenant's interest in a ground lease of the Premises, and in the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers the then grantor) shall be relieved from and after the date of such transfer of all liability as respects Landlord's obligations thereafter to be performed, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord shall, subject as aforesaid, be binding on Landlord's successor and assigns, only during their respective periods of ownership. Tenant waives all claims it may have against Landlord and its owners, employees, contractors, and agents for injury to person or property sustained by Tenant or by any occupant of the Premises, or by any other person, resulting, directly or indirectly, from any accident in or about the Building or from any act or negligence of any tenant or occupant of any part of the Building or of any other person, unless such damage is the direct result of the gross negligence or willful misconduct of Landlord.

(c) Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

(d) Interest on Past-Due Obligations. Except as expressly herein provided otherwise, any amount due to Landlord not paid when due shall bear interest at the lesser of (i) 6% per annum, or (ii) the highest rate allowed by law from the date due. Payment of such interest shall not excuse or cure any default by Tenant under this Lease, provided, however, that interest shall not be payable on late charges incurred by Tenant.

(e) Time of Essence. Time is of the essence for each time and date specifically set forth

in this Lease, including, but in no way limiting, the generality of the foregoing with respect to each and every time constraint and payment due date imposed by the terms of this Lease.

(f) Captions. The descriptive paragraph headings and captions contained in this Lease are for the convenience of the parties and do not in any way modify, amplify, alter, control, affect the meaning or construction, or give full notice of the provisions thereof and they should not be used to interpret or construe the meaning of the Lease.

(g) Notices; Communications; Time. Any notice, demand, or communication given or required to be given hereunder shall be in writing and shall be either (i) personally delivered, or by written notice hand-delivered to Tenant at the foregoing address, or if to Tenant posted to the entrance to the Premises, or (ii) transmitted by United States express, certified, or registered mail, postage prepaid, at the parties' respective addresses appearing on the first page hereof, or (iii) or through an overnight courier or delivery service. Except as otherwise specified herein, all notices, demands, and other communications given by express, certified, or registered mail shall be deemed given when deposited into the United States mail, properly addressed and with postage prepaid, and if given by personal delivery, courier or overnight delivery service on the date of receipt. If the last day for giving notice or demand or performing any act hereunder falls on a Saturday, Sunday, or day on which the main post office at Lakeland, Florida, is not open for regular transaction of business, the time shall be extended to the next day that is not a Saturday, Sunday, or post office holiday. Any party may change its address for purposes hereof by written notice to the others in accordance with the provisions of this paragraph.

(h) Waivers. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

(i) Recording. Tenant shall not record this Lease and any such recordation shall, constitute a non-curable default of Tenant hereunder.

(j) Holding Over. If Tenant remains in possession of the Premises or any part thereof after the expiration of the Lease Term without the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the monthly amount of (i) the last monthly rental under this Lease multiplied by one hundred fifty percent (150%), plus (ii) any other charges payable hereunder and be subject to all the other terms hereof.

(k) Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

(l) Covenants and Conditions. Each provision of this Lease performance by Tenant shall be deemed both a covenant and a condition.

(m) Binding Effect. Subject to any provisions hereof concerning the assignment or subletting by Tenant, this Lease shall bind the parties and their respective heirs, devisees, personal representatives, successors, and assigns.

(n) Choice of Law and Venue. This Lease shall be governed by the laws of the State of Florida. The parties hereby consent to jurisdiction and venue in the state court of competent jurisdiction in and for Polk County, Florida, and agree that such jurisdiction and venue shall be sole and exclusive for any and all actions or disputes related to this Lease or any related instruments.

(o) Subordination. This Lease is subordinate to any ground lease, mortgage, or any other hypothecation for security now or hereafter placed upon the real property of which the Premises are a part, and to any advances made on the security thereof and to all renewals, modifications, consolidations, replacements, and extensions thereof. The subordination is self-operative and no further documentation is required to effectuate the subordination of the Lease, specified above. Notwithstanding such subordination, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant shall pay all rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. Tenant agrees to execute any documents required by Landlord or Landlord's lenders or financial institutions to confirm such subordination and failing to do so within ten (10) days after written demand, does hereby make, constitute, and irrevocably appoint Landlord as Tenant's attorney-in-fact and in Tenant's name, place, and stead, to do so.

(p) Attorneys' Fees. If either party hereto brings an action to enforce the terms hereof or declare rights hereunder, each party in any such action, at or before trial or on appeal, shall be responsible for its own attorneys' fees and costs. Such costs include, but are not limited to, costs of appeal, court costs, and court reporter's fees and all actions and matters in the Bankruptcy Court.

(q) Landlord's Access. Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, lenders, or lessees, and making such alterations, repairs, improvements, or additions to the Premises or to the Building as Landlord may deem necessary or desirable. Landlord may at any time place

on or about the Premises any ordinary "For Sale" signs. Landlord may at any time during the last one hundred twenty (120) days of the Lease Term (i) show the Premises to prospective lessees, and (ii) place on or about the Premises any ordinary "For Lease" signs, all without rebate of rent or liability to Tenant.

(r) Signs. Tenant must secure permission in writing from Landlord to erect or place any awning, marquee, or sign of any type on the exterior of the Premises and must conform to Landlord's rules and regulations adopted from time to time by Landlord. All signs shall comply with all governmental sign ordinances. No sign may be erected which, in Landlord's opinion, is offensive, not in conformity with signs of other tenants, or otherwise objectionable, or which would disproportionately restrict signage by other tenants of the property on which the Premises is located. No political signs may be erected or placed anywhere on the Premises at any time by the Tenant. Upon the expiration of the Lease Term, Tenant shall, at Tenant's expense, remove such signs and shall repair any damage and close any holes caused by removal. Tenant is responsible for all expenses regarding signs, including any electrical costs with respect to lighted signs. Any signs not removed from the Premises upon the expiration of the Lease Term shall, if Landlord so chooses, be removed by Landlord and Tenant shall be responsible to reimburse Landlord for the expense thereof.

(s) Trash. Tenant shall be responsible for the removal and proper disposal of all trash from the Premises. If Tenant fails to promptly remove and dispose of its trash and keep the Premises in a clean, sightly, and healthful condition, as provided in this Lease, Landlord or his agents, servants, or employees may enter the Premises without such entrance causing or constituting a termination of this Lease or an interference with Tenant's possession of the Premises, and Landlord may remove all trash and place the Premises in a clean, sightly, and healthful condition; and Tenant shall pay Landlord, in addition to the rent hereby reserved, a minimum charge of Two Hundred Fifty and No/100 Dollars (\$250.00) per occasion or Landlord's actual expenses if more than Two Hundred Fifty and No/100 Dollars (\$250.00).

(t) Merger. The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, or a termination by Landlord, does not constitute a merger, and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

(u) Corporate Authority. If the Tenant is a corporation, limited liability company, partnership, or other entity, then Tenant represents and warrants that the person executing this Lease on Tenant's behalf is duly authorized to execute and deliver this Lease on behalf of Tenant, and that this Lease is binding upon Tenant in accordance with its terms.

(v) Consents. Wherever in this Lease the consent of one party is required to an act of the other party, such consent shall not be unreasonably withheld.

(w) Guarantor. If there is a guarantor of this Lease, said guarantor shall have the same obligations as Tenant for payment of any and all monetary claims or items under this Lease, including without limitation reasonable attorney's fees and costs incurred by the Landlord for the enforcement of this Lease.

(x) Quiet Possession. Upon Tenant paying the rent reserved hereunder and observing and performing all of the covenants, conditions, and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire Lease Term subject to all of the provisions of this Lease.

(y) Sidewalk and Common Area. Tenant agrees not to obstruct the sidewalk or common parking area in front of the Premises or the area in the rear of the Premises. Tenant further agrees that it shall maintain the good appearance of the sidewalk immediately in front of the Premises and the area immediately to the rear of the Premises.

(z) Broker. Except for The Ruthvens, Inc. (which is the Landlord's Broker) and the Tenant's Broker (if any) specified in the Basic Lease Provisions, Tenant represents to Landlord that the Premises, or any portion of the Building of which the Premises is a part, was not presented to it or to any person representing it by any broker or other person, and that no broker or other person was involved in the leasing of the Premises, and warrants that no claim for commission for said leasing shall be presented to Landlord except as set forth on the addendum, if any, attached hereto. Each party shall indemnify and hold harmless from and against the other any and all costs, expenses, liabilities or claims for any brokers or other professional service fees, compensation, commission, or charge claimed by any broker, finder, agent or other similar party, acting on behalf of such party. The indemnity shall include reasonable attorney's fees in connection with defending any claim at trial and appellate levels, by reason of any action of the indemnifying party.

(aa) Radon Gas. Section 404.056(5), Florida Statutes, requires that the following notification be given on real estate documents:

"Radon Gas: Radon is a naturally occurring radioactive gas that, when it is 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 may be obtained from your county health department."

(bb) Impact Fees. The Tenant shall be responsible for the payment of any impact or growth

fees or assessments which may be imposed upon the Premises by any governmental agency by virtue of the Tenant's occupation and/or use of the Premises, or by virtue of any alterations to the Premises or increased use in the Premises by the Tenant or any use by the Tenant which causes the imposition of such fees or assessments.

(cc) Sales Tax. Tenant represents to Landlord that Tenant is exempt from Florida sales and use tax. Accordingly, Landlord will not collect and remit sales and tax from Tenant. However, if amounts paid under this Lease to Landlord are subject to sales and use tax, Tenant shall pay all sales tax or excise tax levied or assessed by the United States of America or the State of Florida or any political subdivision thereof against Landlord in respect to the base rent, additional rent, or other charges due under this Lease or as a result of Landlord's receipt of such rent or other charges accruing under this Lease..

(dd) Insufficient Funds. In the event a payment is returned to Landlord by a financial institution for any reason, the Tenant shall pay late charges as if such payment had not been delivered to the Landlord, together with a charge of Fifty and No/100 Dollars (\$50.00) plus sales tax, if applicable.

(ee) Credit Reports. Tenant authorizes Landlord to perform periodic credit checks or request credit reports on the financial condition of Tenant from financial institutions and credit reporting agencies.

(ff) Joint and Several Liability. All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

(gg) OFAC Certification. Tenant certifies the following to Landlord:

(a) Tenant is in compliance with the Office of Foreign Assets Control sanctions and regulations promulgated under the authority granted by the Trading with the Enemy Act, 12 U.S.C. § 95(a) et seq., and the International Emergency Economic Powers Act, 50 U.S.C. § 1701 et seq., as the same apply to it or its activities; (b) Tenant is in compliance with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended from time to time (the "**Patriot Act**") and all rules and regulations promulgated under the Patriot Act applicable to Tenant; and (c) (i) Tenant is not now, nor has ever been, under investigation by any governmental authority for, nor has been charged with or convicted of a crime under 18 U.S.C. §§ 1956 or 1957 or any predicate offense thereunder; (ii) Tenant has never been assessed a civil penalty under any anti-money laundering laws or predicate offenses thereunder; (iii) Tenant has not had any of its funds seized, frozen, or forfeited in any action relating to any anti-money laundering laws or predicate offenses thereunder; (iv) Tenant has taken such steps and implemented such policies as are reasonably necessary to ensure that it is not promoting, facilitating, or otherwise furthering, intentionally or unintentionally, the transfer, deposit, or withdrawal of criminally derived property, or of money or monetary instruments which are (or which Tenant suspects or has reason to believe are) the proceeds of any illegal activity or which are intended to be used to promote or further any illegal activity; and (v) Tenant has taken such steps and implemented such policies as are reasonably necessary to ensure that it is in compliance with all laws and regulations applicable to its business for the prevention of money laundering and with anti-terrorism laws and regulations, with respect both to the source of funds from its investors and from its operations, and that such steps include the development and implementation of an anti-money laundering compliance program within the meaning of Section 352 of the Patriot Act, to the extent such a party is required to develop such a program under the rules and regulations promulgated pursuant to Section 352 of the Patriot Act. Neither Tenant nor any other person owning a direct or indirect, legal, or beneficial interest in Tenant is in violation of the Executive Order or the Patriot Act. Neither Tenant nor any of its respective constituents, investors (direct or indirect and whether or not holding a legal or beneficial interest) or affiliates, acting or benefiting, directly or indirectly, in any capacity in connection with Landlord and/or the Property or this Lease or any of the transactions contemplated hereby or thereby, is: (1) listed in the Annex to, or otherwise subject to the provisions of, that certain Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, and relating to Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism (the "**Executive Order**"); (2) named as a "specifically designated national (SDN)" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website (<http://www.treas.gov/ofac/t11sdn.pdf>) or at any replacement website or other replacement official publication of such list or that is named on any other Governmental Authority list issued post 9/11/01; (3) acting, directly or indirectly for terrorist organizations or narcotics traffickers, including those persons that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Financial Action Task Force on Money Laundering, U.S. Office of Foreign Assets Control, U.S. Securities and Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, all as may be amended or superseded from time to time; or (4) owned or controlled by, or acting for or on behalf of, any person described in clauses (1), (2), or (3) above (a "**Prohibited Person**"). None of the funds or other assets of Tenant constitute property of, or are beneficially owned, directly or indirectly, by any person, entity, or government subject to trade restrictions under U.S. Law, including but not limited to: (x) the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq.; (y) The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq.; and (z) any Executive Orders or regulations promulgated thereunder, with the result that sale by Tenant or other Persons (whether directly or indirectly), is prohibited by Law (an "**Embargoed Person**"). No Embargoed Person has any interest of any nature whatsoever in Tenant (whether directly or indirectly); and none of the funds of Tenant have been derived from any unlawful activity with the result that an investment in Tenant (whether directly or

indirectly) or sale by Tenant, is prohibited by Law or that execution, delivery, and performance of this Lease or any of the transactions or other documents contemplated hereby or thereby is in violation of Law. Tenant is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, Prohibited Person, or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control.

Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

(hh) **WAIVER OF JURY TRIAL AND COUNTERCLAIMS. LANDLORD AND TENANT EACH WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER. IN THE EVENT OF SUIT BY LANDLORD TO COLLECT ANY RENT, TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIM IN SUCH PROCEEDING, PROVIDED, HOWEVER, TENANT MAY ASSERT SUCH COUNTERCLAIM IN A SEPARATE ACTION BROUGHT BY TENANT.**

(ii) **WAIVER OF SPECIAL DAMAGES. EXCEPT AS OTHERWISE EXPRESSLY AND SPECIFICALLY SET FORTH IN THIS LEASE, IN NO EVENT SHALL LANDLORD OR TENANT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR LOST PROFITS ARISING OUT OF OR RELATING TO OR IN CONNECTION WITH ANY BREACH OF THIS LEASE, REGARDLESS WHETHER (A) SUCH DAMAGES WERE FORESEEABLE, (B) A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE UPON WHICH THE CLAIM IS BASED.**

(jj) **Draftsmanship.** The fact that one of the parties may have drafted or structured any provision of this Lease or any document attached as an exhibit hereto shall not be considered in construing the particular provision either in favor of or against such party.

(kk) **Entire Agreement; Incorporation of Prior Agreements; Amendments.** This Lease contains all agreements and discussions of the parties, whether written or oral, with respect to any matter mentioned herein. No prior agreement or understanding, whether written or oral, pertaining to any such matter shall be effective. This Lease may be modified only in writing, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, Tenant hereby acknowledges that neither any real estate broker, any cooperating broker on this transaction, the Landlord or any employees or agents of any of said persons, has made any oral or written warranties or representations to Tenant relative to the condition or use by Tenant of the Premises, except as set forth in this Lease, and if so, any such representations and warranties are superseded by the terms of this Lease and Tenant acknowledges that Tenant assumes all responsibility regarding the legal use and adaptability of the Premises and the compliance thereof with all applicable laws and regulations in effect during the Lease Term, except as otherwise specifically stated in this Lease.


(ll) **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. Electronically signed versions of this Lease (e.g. DocuSign®) and facsimile or electronic copies (.pdf) of this Lease and the signatures thereon shall have the same force and effect as if the same were original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

"LANDLORD"

Ruthven Business Park II LLC
The Ruthvens, Inc., as managing agent

By: 
Print Name: Brandon Clark
Title: President
Date: 6/10/2024

"TENANT"

Polk County, a political subdivision of the State of Florida

By: _____
Print Name: W.C. Braswell
Title: Chairman
Date: _____