

LEASE

THIS LEASE, made and entered into this 1st day of February, 2014, by and between Flagler County Chamber Building Foundation (hereinafter called "Lessor"), whose address for purposes of this Lease is 20 Airport Road, Palm Coast, FL 32164, and Workforce Development Board of Flagler & Volusia Cos., Inc. (hereinafter called "Lessee"), whose mailing address is 329 Bill France Blvd., Daytona Beach, FL 32114.

WITNESSETH:

1. **Description of Premises.** The Lessor hereby leases to the Lessee, and the Lessee hires from the Lessor, on the terms and conditions hereinafter set forth, those certain premises located at 20 Airport Road, in Palm Coast, FL containing two thousand five hundred (2,500) square feet, located in Units D & E (hereinafter referred to as the "Leased Premises").

2. **Term.** The initial term of the Lease shall be for a period of Five (5) years. In addition, Lessee is hereby granted one Five (5) year option on the same terms and conditions, except for the rental rates, which shall be the rates in effect pursuant to Paragraph 3(b). Lessee's entitlement to the option term is conditioned upon Lessor having received written notice from Lessee, at least ninety (90) days prior to the end of the initial term, that Lessee has exercised the option term.

3. **Rent.**

a. During the first year of the initial term of this Lease as set forth in Paragraph 2 hereof, Lessee agrees to pay to Lessor as Annual Rental for the Leased Premises the sum of Fifty two thousand five hundred dollars (\$ 52,500.00), payable in monthly installments each in the amount of \$ 4,375.00. The Lessor understands that the Lessee is exempt from sales tax. The monthly Rental hereunder shall be paid in advance on the first day of each month without deduction or setoff of any kind. If Lessor's possession commences on other than the first day of the month, Lessee shall occupy the Leased Premises under the terms, conditions, and provisions of this Lease, and the pro rata portion of the monthly rent for said month shall be paid together with the first full month's rent upon execution of this Lease.

- b. The base rental rate will increase each year on the anniversary date of this Lease by three percent (3%) over the previous years rental rate.
- c. The Lessor shall not require a deposit from the Lessee.
- d. All payments made or to be made by Lessee hereunder shall be deemed, for the purposes of securing collection thereof, to be additional rent

hereunder, whether or not the same be designated as such.

- e. This lease is contingent upon the State of Florida receiving Temporary Assistant for Needy Families (TANF) and Workforce Investment Act (WIA) funds and the receipt of these funds by the Lessee. The Lessee is only a distributor of these funds and is not obligated further.

4. **Use.** The Leased Premises are to be used solely for professional office space. Use for any other purpose shall constitute a breach of this Lease. The Lessee further covenants that the Leased Premises shall, during the term of this Lease, be used only for lawful and moral purposes and no part of the Leased Premises shall be used in any manner whatsoever in violation of applicable federal, state, city and county laws and ordinances. Lessee shall save and hold Lessor harmless from Lessee's violation of any laws and ordinances.

5. **Utilities and Cleaning.** The Lessee agrees to furnish, at its expense, and will be responsible for all utility bills, including, but not limited to electricity, water, sewer, telephone and janitorial services for the leases premises. If Lessee fails to pay any such utility bills or charges for janitorial services, Lessor may pay the same and such payment may be added to the rental of the premises next due as additional rent.

Lessor shall not be liable to Lessee for loss of business because of impairment, interruption, stoppage or interference with service involving water, heat, septic, air conditioning, electric current for light and power, telephone, or any other utility service. Lessor, however, shall make every reasonable effort to cure such impairment, interruption, stoppage or interference with utility service after due notice from Lessee of such need.

6. **Common Area Costs.** Lessee shall pay as additional rental, monthly, in advance, its pro rata share of common area maintenance costs to include, but not limited to, ground maintenance, building maintenance, signage maintenance, HVAC maintenance, and sanitation. These costs amount to seven hundred twenty nine dollars and seventeen cents \$729.17 per month or eight thousand seven hundred fifty dollars \$8,750.00 annually. These fees are also subject to the annual rental increase in sub-section "b".

7. **Tax Escalation.** Lessee shall pay upon demand, as additional rent during the term of this lease and any extension or renewal thereof, the amount by which all taxes (including but not limited to ad valorem taxes, special assessments, any other governmental charges) on the premises for each tax year exceeds all taxes on the premises for the year 2014. In the event the leased premises is less than the entire property assessed for such taxes of any such year, then the tax for any such year applicable to the premises shall be determined by proration on the basis that the rentable floor area of the leased premises bears to the rentable floor area of the entire property assessed. If the final year of the lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the lease term. If such taxes for the year in which the lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against property for the previous tax year shall be used as a basis of determining the pro rata

share, if any, to be paid by the Lessee for that portion of the last lease year. Lessee's pro rata portion of increased taxes, as provided herein, shall be payable within fifteen (15) days after receipt of notice from Lessor.

8. **Entry for Carding, Etc.** Lessor may card premises "FOR RENT" sixty (60) days before the termination of this lease. Lessor may enter the premises at reasonable hours to exhibit same to perspective tenants and make repairs of Lessor under terms hereof, or to make repairs to Lessor's adjoining property, if any.

9. **Government Licenses, Taxes and Fees.** Lessee agrees at its sole cost to pay for all sales, use or other tax, applied on rental payments and Security Deposit which may now be in effect or which may be levied in the future on the Leased Premises, and to pay all licenses and fees incident to the conduct of its business in the Leased Premises and to protect Lessor from any charges incidental thereto.

10. **Parking.** The Lessee, its employees, agents, customers and invitees shall have a non-exclusive right in common with the Lessor, its employees, agents, customers and invitees and the tenants, employees, agents, customers and invitees of all other occupants of the building containing the Leased Premises to reasonable use of non-designated parking spaces located in the area of said building for parking.

At the time of making this Lease, the Lessor expects that no tenant in the complex will be provided with designated parking spaces and that the entire parking lot, with the possible exception of providing parking designated for visitors, will be used in common by all tenants.

11. **Insurance.** Lessee will provide and keep in force during the term of this Lease, at Lessee's sole cost and expense, for the benefit of the Lessor, general liability policies of insurance in standard form protecting the Lessor against any liability whatsoever occasioned by accident or disaster on or about the Leased Premises. The minimum limits of liability of such insurance shall be \$1,000,000.00 for injury or death to one or more person(s) and \$100,000.00 with respect to damage to property. Said insurance shall name Lessor as an additional named insured, shall specifically include the liability assumed hereunder and shall provide that it is primary and not excess over or contributing with any other valid, existing and applicable insurance in force for Lessor. A duplicate original and certificate of such insurance shall be delivered to Lessor, free of any charge to Lessor, at or prior to the commencement of the term of the Lease and thereafter within thirty (30) days prior to the expiration of such policy. Such policy shall provide that it may not be canceled without at least thirty (30) days prior written notice to the Lessor. In the event Lessee shall fail to procure and maintain such insurance, Lessor may, at its option but without any obligation to do so, procure same for the account of Lessee and the cost thereof shall be repaid to Lessor as additional rent within five (5) days of receipt by Lessee of bills therefore.

12. **Alterations.** No changes, alterations, improvements or additions to the Leased Premises shall be made on said premises without the prior written consent of Lessor being first obtained, which consent may not be unreasonably withheld. All shelving, moveable type

partitions, counters, trade fixtures and equipment installed in the Leased Premises by or at the cost of the Lessee shall be removed by the Lessee at its own cost at the expiration or sooner termination of this Lease, unless Lessee has obtained written permission of the Lessor to leave such items on the Leased Premises as part of the permanent improvements of the Leased Premises; and the Lessee, at its own cost and expense, shall repair any damage caused by such removal and shall restore the Leased Premises to the condition in which it existed prior to the installation thereof. All damages or injury done to the Leased Premises by the negligence or wrongful act of Lessee or other person on the premises with the Lessee's consent shall be repaired and the property shall be returned to its condition at the time of this Lease, normal wear and tear excepted.

No additional locks or bolts of any kind shall be placed upon any doors or windows by Lessee, nor shall any changes be made in existing locks or the mechanism thereof except upon prior written approval of the Lessor. Lessee, upon the termination of its tenancy, shall restore to Lessor all keys either furnished to or otherwise procured by Lessee.

13. **Quiet Possession.** Lessor hereby covenants that if Lessee shall keep and perform all the covenants of this Lease on the part of Lessee to be performed, Lessee shall peaceably have, hold and enjoy the Leased Premises without molestation or hindrance by Lessor or any person claiming by, through or under Lessor.

14. **Nuisance, Signs, Window Coverings.** Lessee shall not commit or suffer to be committed upon the Leased Premises any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant of the building of which the Leased Premises are a part. Moreover, Lessee covenants and agrees that it will not conduct any activity on said premises that will constitute a public nuisance or whereby unreasonable and objectionable noises will be created or obnoxious odors emitted.

The Lessee shall not place or maintain or permit to be placed or maintained and shall promptly remove any signs or advertising of any kind whatsoever on the exterior of the building in which the Leased Premises are located, or any exterior windows in said building or elsewhere within the Leased Premises so as to be visible from the exterior of said building, or on the interior walls or partitions, including doorways, of the Leased Premises, visible from the public hallways or other public areas of the building in which the Leased Premises are located unless and until such sign or advertising is first approved and permitted by Lessor. Lessee shall have the right to display their individual names and the name of their business above the doorway which is the primary entrance to the Leased Premises. Lessor shall have the right to specify the size, design, content, and/or materials to be used and location above the doorway of the Leased Premises. In order to promote uniformity and an aesthetically attractive uniform appearance of said building from the exterior, Lessor shall have the right to designate and prescribe the color of any portion of draperies or curtains (or linings thereof, if any) to be used on the exterior windows in the Leased Premises; and if Lessor prescribes and designates such color, Lessee shall use only such color as prescribed on any exterior windows in the Leased Premises.

Lessee hereby agrees that the sign company designated by Lessor shall be the

primary contractor for signage proposals. In order to maintain a universal look and esthetics, construction of signage in the center for Tenant purposes shall be procured from Lessor's designated sign company.

15. **Casualty.** If the Leased Premises shall be injured or damaged by fire or other causes or become untenable for any other reason and should Lessor elect to make repairs to the Leased Premises, then this Lease shall not be terminated. Rent payments shall abate proportionately from the first (1st) day of such casualty until the repairs are completed and possession thereof returned to the Lessee, and the term of this Lease shall be extended for a period equal to such period of rent abatement. Should Lessor elect not to rebuild, it may terminate this Lease by written notice to Lessee. In either event, Lessor shall give Lessee written notice of its intention to rebuild or terminate this Lease within thirty (30) days after the event of casualty. Notwithstanding the foregoing to the contrary, there shall be no abatement in rent whatsoever for the casualty caused by negligent or willful acts of the Lessee or its agents, employees, customers and invitees. Except for casualty caused by the negligent or willful acts of Lessor or its agents, employees, customers and invitees, Lessee shall not hold Lessor liable in any respect for Lessee's inability to operate its business as a result of casualty.

16. **Late Fees.** Rent is due on the first day of each month. If rent is not paid by the tenth (10th) day of the month, Lessor may collect, as a late charge, a fee equaling 5% of the rent due. For purposes of this Lease, payment shall mean received in hand by Lessor. All risk of transmission is assumed by Lessee.

The provision for late fees provided herein shall provide an additional remedy for Lessor and shall not constitute a right of Lessee to pay rent late (after the first of each month). Lessor shall have the absolute right to issue three (3) day letters and institute eviction proceedings for non-payment of rent prior to the aforesaid late fee dates.

17. **Non-Payment of Rent.** If Lessee fails to pay rent when due hereunder, then Lessor at its option may terminate this Lease after giving the Lessee three (3) days written notice to pay rent or vacate. If Lessee pays said rent within three (3) days of receipt of said notice, this Lease shall continue in full force and effect. If Lessee fails to pay said rent within said three (3) day period, this Lease shall be terminated.

In addition, the Lessor and the Lessee shall be entitled to all rights and remedies provided by Florida Statutes not contrary to the provisions of this Lease, including, but not limited to, reasonable attorney's fees and costs as prevailing party in any suit brought for non-payment of rent hereunder.

18. **Default.** The occurrence of any of the following shall constitute a material default and breach of this Lease by Lessee:

a. Any failure by Lessee to pay the rent or any other monetary sums required to be paid hereunder, where such failure continues for three (3) days after written notice by Lessor to Lessee;

b. The abandonment or vacation of the Leased Premises by Lessee;

c. A failure by Lessee to observe and perform any other provision of this Lease to be observed or performed by Lessee, where such failure continues for seven (7) days after written notice thereof by Lessor to Lessee; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said seven (7) day period, Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion.

d. The making by Lessee of any general assignment or general arrangement for the benefit of creditors; the filing by or against Lessee of a petition to have lessee adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, the same is dismissed within sixty (60) days); the appointment of a trustee within thirty (30) days; or the attachment, execution or other judicial seizure of Lessee's interest in this Lease, where such seizure is not discharged within thirty (30) days.

19. **Default Remedies.** In the event of any such material default or breach by Lessee, Lessor may, at any time thereafter without limiting Lessor in the exercise of any rights or remedy at law or in equity which Lessor may have by reason of such default or breach:

a. Maintain this Lease in full force and effect and recover the rent and other monetary charges as they become due, without terminating Lessee's right to possession irrespective of whether Lessee shall have abandoned the Premises. In the event Lessor elects not to terminate the Lease, Lessor shall have the right to attempt to re-let the Premises at such rent and upon such conditions and for such a term, and to do all acts necessary to maintain or preserve the Premises as Lessor deems reasonable and necessary without being deemed to have elected to terminate the Lease, including removal of all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee. In the event any such re-letting occurs, this Lease shall terminate automatically upon the new Lessor's taking possession of the Premises. Notwithstanding that Lessor fails to elect to terminate the Lease initially, Lessor at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default by Lessor.

b. Terminate Lessee's right to possession by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor. In such event, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor by reason of Lessee's default, including, without limitation thereto, the following: (i) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus, (ii) any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom; plus, (iii) at Lessor's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable State law. Upon any such re-entry, Lessor shall have the right to make any

reasonable repairs, alterations or modifications to the Premises, which Lessor at its sole discretion deems reasonable and necessary. The term "rent", as used in Paragraph 19, shall be deemed to be and to mean the rent to be paid pursuant to Paragraph 3 and all other monetary sums required to be paid by Lessee, pursuant to the terms of the Lease.

20. **Personal Property.** All personal property of any kind or description whatsoever in the Leased Premises shall be at the Lessee's sole risk, and the Lessor shall not be liable for any damage done to or loss of such personal property; or for damage or loss suffered by the business or occupation of the Lessee arising from any act or neglect of co-lessee's or other occupants of the building or of their employees or of other persons; or from bursting, overflowing or leaking of water, sewer, or from the heating or plumbing fixtures or from electric wires or from gas, or odors or caused in any other manner whatsoever except in the case of gross negligence or willful acts of the Lessor.

21. **Rights to Effects.** If the Lessee shall fail to remove all effects from said Premises upon the termination of this Lease for any cause whatsoever, the Lessee shall be deemed to have abandoned all such items and Lessor may dispose of such items without accounting to Lessee. In such event, Lessee shall reimburse Lessor for all costs associated with removal and disposal of abandoned items. However, the Lessor, at the option of the Lessor, but without any obligation to do so, may remove the same in any manner that the Lessor shall choose, and store the said effects without liability to the Lessee for loss thereof, and the Lessee agrees to pay the Lessor on demand any and all expenses incurred in such removal, including court costs and attorney's fees and storage charges on such effects for any length of time the same shall be in the Lessor's possession; or the Lessor, at the option of the Lessor, without notice may sell said effects, or any of the same, at private sale and without legal process, for such prices as the Lessor may obtain and apply the proceeds of such sale upon any amounts due under this Lease from the Lessee to the Lessor and upon the expense incident to the removal and sale of said effects.

22. **Holdover.** Should Lessee holdover in the Leased Premises or any part thereof after the expiration of the term of this Lease, unless otherwise agreed in writing, such holding over shall constitute and be construed as being a tenancy from month to month only. In such event, the monthly rental for the Premises during the holdover period shall be twice the monthly rental due and payable during the last month of the lease or option term.

23. **Right of Entry.** Lessor reserves the right during the term of this Lease to enter the Leased Premises at reasonable hours, and with reasonable notice to Lessee, for the purpose of inspecting the Leased Premises, or the protection and preservation of the Leased Premises.

24. **Assignment and Subletting.** Lessee covenants and agrees not to assign, mortgage, encumber or sublet said Leased Premises or any part of the same, or in other manner transfer the Lease Agreement, leasehold or Leased Premises, without the prior written consent of the Lessor, and any such attempted assignment, mortgage, encumbrance or sublease without Lessor's express written approval shall be void. In the event of subletting or assignment approved by Lessor, Lessee nevertheless shall remain liable for the payment to Lessor under, and in compliance with, all of the terms and covenants of this Lease. Any consent to any subletting

or assignment shall not be deemed a consent to any subsequent subletting or assignment.

25. **Attornment.** The Lessee shall and does hereby agree to attorn to the Lessor's successors and assigns in the event of a transfer of any interest whatsoever of the building of which the Leased Premises are a part. Within five (5) days of written notice from Lessor, Lessee shall execute and deliver such documents as are reasonably required to confirm such attornment.

26. **Subordination, Estoppel, Right to Transfer.** Lessee accepts this Lease subject and subordinate to any mortgage now or at any time hereafter constituting a lien or charge upon the Leased Premises or building in which the Leased Premises is a part. Within five (5) days of written notice from Lessor, Lessee shall, on demand, execute and deliver to Lessor, any instrument, which may be required by any mortgagee for the purpose of subjecting and subordinating this Lease to the lien of any such mortgage or deed of trust.

Upon five (5) days prior written notice from Lessor, Lessee shall execute and deliver to Lessor a statement in writing (1) certifying that this Lease is unmodified and in full force and effect, and the dates to which the rent and other charges are paid in advance, if any, and (2) acknowledging that to Lessee's knowledge there are not any incurred defaults on the part of Lessor hereunder and that Lessee has no right of offset, counterclaim or deduction in rent or specifying such defaults, if any, of claims, together with the amount of any offset, counterclaim or deduction alleged by Lessee. Any such statement may be relied upon by any prospective purchaser or lender upon the security of the real property of which the Leased Premises are a part. Lessee's failure to deliver said statement within such time shall constitute agreement by Lessee: (1) this his Lease is in full force and effect without modification except as may be represented by Lessor; (2) that there are no uncured defaults in Lessor's performance and that Lessee has no right of offset, counterclaim or deduction against rent; and, (3) that no more than one month's rent has been paid in advance.

Lessor shall have the right to transfer and assign, in whole or in part, all and every feature of its rights and obligations hereunder in the Leased Premises. Such transfers and assignments are to be in all things respected and recognized by Lessee, and upon assumption of Lessor's obligations hereunder by said transferee or assignee, Lessor shall be relieved of all further liabilities and obligations hereunder. Lessor agrees to notify Lessee of any such assignment or transfer.

27. **Condition of Premises - Repair.** Except for structural repairs not attributable to Lessee, its employees, agents and invitees, which are the obligation of the Lessor, the Lessee will keep the Leased Premises in such repair as the same are at the commencement of the said term or may be put in by the Lessor during the continuance thereof, damage due to reasonable wear and tear excepted. Lessee will promptly replace all glass broken during the said term with other glass of the same size and quality.

Lessor is responsible for the maintenance, repair, and upkeep of the exterior surface of the exterior walls and roof and shall keep the same free of leaks or the intrusion of moisture. Lessor shall not be liable to Lessee for any damage caused by water damage unless Lessee has

advised the Lessor in writing of the need to make repairs and the Lessor fails to commence said repairs within ten (10) days of receipt of said notice. All such notices shall be sent by certified mail, return receipt requested, addressed to the Lessor at the address found in the opening paragraph of the Lease and shall be deemed to have been delivered as of the date signed for or five (5) days following date of postmark on the Certified Mail Receipt, whichever is sooner.

28. **Mechanics' Lien.** No person shall ever be or become entitled to a lien directly or indirectly derived through or under Lessee or through or under any act or omission of a Lessee superior in rank or dignity to the fee interest of Lessor or any mortgage on Lessor's fee interest, and nothing contained in this Lease shall be construed so as to give Lessee or any person claiming through Lessee the right to subject Lessor's fee interest to any liens.

29. **Rules and Regulations.** Lessee shall abide by all reasonable rules and regulations adopted by the Lessor pertaining to the operation and management of the Leased Premises. Prior to occupancy, Lessor shall provide Lessee with a written copy of any and all such rules and regulations in effect at the commencement of this Lease. If any rules and regulations are contrary to the terms of this Lease, the terms of this Lease shall govern. Lessor shall provide Lessee with a written copy of any and all rules and regulations adopted during the term of this Lease at least thirty (30) days prior to such adoption.

30. **Authority of Lease.** If Lessee is other than a sole proprietorship prior to occupancy of the Leased Premises, Lessee shall provide Lessor with such documentation as is necessary to legally identify Lessee and provide evidence of the authority of the party executing this Lease to bind the Lessee. If Lessee is a corporation, it shall supply Lessor with a copy of its Articles of Incorporation and a certificate of incumbency setting forth the names of all directors and officers of the corporation; if Lessee is a limited partnership, it shall supply Lessor with a copy of its Certificate of Limited Partnership; if Lessee is a general partnership, it shall supply Lessor with a copy of its Certificate of General Partnership, which shall set forth both the names and residence address of each partner.

31. **Entire Agreement and Amendment.** It is expressly understood by the parties that this Lease and any addendum attached hereto sets forth all the promises, agreements, representations, covenants and understandings between Lessor, or its agent and Lessee relative to the Leased Premises, and that there are no other promises, agreements, representations, covenants, or understandings between them other than herein set forth. It is further understood and agreed that except as otherwise provided herein, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them, and by direct reference therein made a part hereon.

32. **Time of the Essence.** Time is of the essence of this Lease and the covenants and obligations set forth herein.

33. **Notices.** For purposes of this Lease, all notices required to be given in writing shall be deemed delivered to Lessee if directed through the United States Mail via Certified Mail

Return Receipt Requested to the address specified on the first page of this Lease or hand delivered to or posted upon the Leased Premises. All notices shall be delivered to Lessor at the address set forth on the first page of this Lease by hand delivery or United States Mail via Certified Mail Return Receipt Requested.

34. **Titles, Pronouns.** The use of titles to the provisions of this Lease are for convenience and reference only and such titles shall not be deemed to modify or limit any of the provisions of this Lease. Any pronouns used in this Lease shall be deemed to include masculine, feminine, neuter, singular and plural, as appropriate.

35. **Severability.** If any provision of this Lease or any portion of such provision shall be determined by a court of competent jurisdiction to be invalid or unenforceable, it is intended that the same is severable so that such determination shall not be deemed to affect in any other provisions or any other portion of the same provisions.

36. **Non-Waiver and Covenants.** The failure to enforce any provision in this Lease shall not constitute a waiver of the right to do so at a later time or of the right to enforce a subsequent breach of the same provision. The covenants in this Lease shall be construed as mutually independent covenants.

37. **Indemnification.** Except for Lessor's negligence or intentional acts, Lessee agrees to be responsible for and to protect, defend, indemnify and hold Lessor harmless, from and against any and all losses, costs, liabilities, damages, claims, demands, expenses and legal actions arising or allegedly arising out of any accident or occurrence causing or allegedly causing injury or death to any person or persons or damage to any property in any way connected or allegedly connected with the condition of the Leased Premises or the use of the Leased Premises or any part thereof by the Lessee or by any other person or persons, no matter by whomsoever or whatsoever caused. Lessee shall, at his own expense, defend any such claim and any suit, action or proceeding which may be commenced thereunder, and Lessee shall pay any and all judgments which may be recovered in any such suit, action or proceeding, and any and all expenses, including but not limited to costs, attorney's fees and settlement expenses that may be incurred therein. Consideration to the Lessee for this provision shall be \$1.00, in hand paid, the receipt of which is acknowledged by Lessee, the entering of this Lease, and other good and valuable consideration.

38. **Waiver of Jury Trial.** The parties waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Leased Premises, and/or any claim of injury or damage.

39. **Lessor's Rights & Remedies Cumulative.** All of Lessor's rights and remedies hereunder are cumulative and the exercise of one shall not preclude Lessor's right to any and all others. In addition to the rights hereunder, Lessor shall be entitled to all rights under Florida Landlord/Tenant Statutes, Chapter 83.

40. **Eminent Domain.** If the whole or any substantial part of the Leased Premises or the building in which the Leased Premises are located shall be taken by any public authority under the power of eminent domain, then the Lease shall cease on the part so taken on the date possession of that part shall be required for public use, and any rent paid in advance of such date shall be refunded to Lessee. In the event that the taking substantially interferes with the Lessee's use to the Leased Premises, either the Lessor or the Lessee shall have the right to terminate this Lease upon written notice to the other, which notice shall be delivered within thirty (30) days following the date notice is received of such taking. In the event that neither party hereto shall terminate this Lease, Lessor shall make all necessary repairs to the Leased Premises, and Lessee shall continue in possession of the portion of the Leased Premises not taken under the power of eminent domain, under the same terms and conditions as are herein provided, except that the rent reserved herein shall be reduced in direct proportion to the amount of the Leased Premises so taken. All damages awarded for such taking shall belong to and be the property of Lessor, whether such damages be awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises; provided, however, Lessor shall not be entitled to any portion of the award made to Lessee for removal and reinstallation of fixtures, loss of business, or moving expenses.

41. **Condition of Premises.** Lessee shall accept the Leased Premises in an "as is" condition, and Lessee acknowledges that no representations as to the condition of the Leased Premises have been made by Lessor or its agents, and no obligation as to repairing, improving or adding to the same has been assumed by the Lessor. Any changes, alterations, repairs or decorations to make the Leased Premises suitable for the occupancy of Lessee shall be made at Lessee's cost and expense.

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

43. **Partial Invalidity.** If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time, or to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.


44. **No Option.** The submission by Lessor to Lessee of this Lease in draft form shall be deemed submitted solely for Lessee's consideration and not for acceptance and execution. Such submission shall have no binding force or effect, shall not constitute a reservation or an option for the leasing of the premises herein described, nor confer any rights or impose any obligations upon either party. The submission by Lessor of this Lease for execution by Lessee and the actual execution and delivery thereof by Lessee to Lessor shall similarly have no binding force and effect unless and until Lessor shall have executed this Lease.

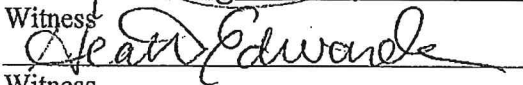
45. **Litigation - Venue – Attorney’s Fees.** In the event of litigation between the parties arising from this Lease:

a. Venue shall be Flagler County, Florida.

b. If it should become necessary for the Lessor to seek to enforce this Lease, the Lessee shall pay all of Lessor’s reasonable fees and costs, including attorney’s fees and other expenses.


WHEREAS, the above-named Lessor and Lessee have executed this Lease in the manner and form sufficient to bind them on the day and year first above set forth.





Witness


Witness

Lessor:
FLAGLER COUNTY CHAMBER
BUILDING FOUNDATION, INC.

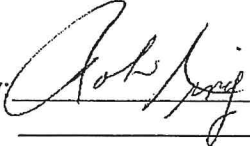
By: 
_____, as President & CEO



Witness


Witness

Lessee:
WORKFORCE DEVELOPMENT BOARD
OF FLAGLER & VOLUSIA COS., INC.

By: 
_____, as PRESIDENT & CEO

10/10/10