



**BOARD OF COUNTY COMMISSIONERS**

DATE: April 15, 2014  
AGENDA ITEM NO. 17

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

**County Administrator's Signature:**

**Subject:** EJB Fairways, LLC – Lease for Convention and Visitors Bureau Base Office

**Department:**

Real Estate Management / Convention and Visitors Bureau

**Staff Member Responsible:**

Paul S. Sacco, Director / D.T. Minich, Director

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS APPROVE A LEASE AGREEMENT WITH EJB FAIRWAYS, LLC, AUTHORIZE THE CHAIRMAN TO EXECUTE, AND THE CLERK TO ATTEST.

**Summary Explanation/Background:**

The purpose of this Lease Agreement is to lease office space at Two Fairway Place located at 8200 Bryan Dairy Road, Largo for the Convention and Visitors Bureau (CVB). CVB currently resides in 11,471 square feet of office space at the Epicenter. The CVB office is unable to further expand due to a lack of available space within the Epicenter. The new leased space provides needed conference and media space unavailable at the current location. Relocation of this office to leased space will allow for reallocation of space at the Epicenter. This will enable general fund operations presently in leased space to move to the Epicenter in "costs only" space. The beneficial lease rate with St. Petersburg College is due to a capital contribution made by the County towards construction. This presents a savings to the general fund. The CVB, funded by the tourist bed tax, was previously the beneficiary of the discounted lease rate.

The subject Lease Agreement is for a period of five (5) years, commencing upon completion of the tenant improvements. The County may renew for one (1) additional five (5) year term. The premises consist of 15,367 rentable square feet. The rental rate for the first year of the term is \$242,030.25, with the first three months of the lease rent-free. The rental rate for the second year will remain the same, with an increase of five (5%) percent due in year three. The remaining two years of the Lease will remain at that same rate as year three. EJB Fairways, LLC will perform all tenant improvements to the Premises, estimated at \$340,000, per a mutually agreeable plan. Tenant will be responsible for telephone, security and systems wiring. Landlord is responsible for all services, including electric, water, waste disposal, janitorial, etc.

**Fiscal Impact/Cost/Revenue Summary:**

Rent expense, plus relocation costs, will be funded from the tourist development bed tax within the Convention and Visitors Bureau budget.

**Exhibits/Attachments Attached:**

Contract Review  
Site Map  
Lease Agreement

**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**

<b>PROJECT: EJB FAIRWAYS, LLC – Convention &amp; Visitors Bureau Lease</b>	
<b>CONTRACT NO.: 2014-0007</b>	<b>ESTIMATED EXPENDITURE / REVENUE: \$242,030.25/ann + (CVB)</b> (Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

**OTHER SPECIFICS RELATING TO THE CONTRACT:**

New office space for CVB to meet existing expansion and meeting/media needs. Landlord will provide all costs for build-out, estimated at \$340,000.

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
<b>Originator:</b> Real Estate Mgmt. Dave DelMonte Paul Sacco	2-25-14			6/16/14 3-5-14
<b>Department:</b> CVB D.T. Minich	2/26/14 SEE CATS			Rev 3/21/14
<b>Risk Mgmt:</b> Virginia Holscher	SEE CATS			
<b>Finance:**</b> Cassandra Williams	SEE CATS			
<b>Legal:</b> Michael Zas	2/27/14	M 260		
<b>Assistant County Administrator or Executive Director:</b> Mark Woodard	3/3/14		See Recommended ed. fs, etc...	

Please return to Jeanne Armstrong by ASAP.  
All inquiries should be made to Jeanne Armstrong ext. 45323.

\*\* See Contract Review Process

Revised 5.13.13

EJB FAIRWAYS, LLC  
8200 Bryan Dairy Road, Building 200





EJB FAIRWAYS, LLC  
8200 Bryan Dairy Road, Building 200



## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (the "Lease"), is made and entered into on the \_\_\_\_ day of March, 2014, between EJB FAIRWAYS, LLC, ("Landlord"), and PINELLAS COUNTY ("Tenant").

### WITNESSETH:

#### 1. DEFINITIONS.

1.1. "Building" means the office building known as Two Fairway Place located at 8200 Bryan Dairy Road, Largo, Florida (legal description attached hereto as Exhibit "F").

1.2. "Premises" means the suite of offices known as Suite 200 located within the Building. The Premises are depicted in Exhibit "A" and outlined on the floor plan attached hereto as Exhibit "B". The Premises are stipulated for all purposes to contain 15,367 square feet of "Rentable Area" (as defined below).

1.3. "Base Rental" means the sum of \$21.00 per square foot per annum as adjusted pursuant to the provisions set forth in Exhibit "C" attached hereto and made a part hereof. The Base Rental shall be due for the first month during the "Lease Term" (as defined below) and will be deposited with Landlord by Tenant by the Commencement Date.

1.4. "Commencement Date" means the later of July 1, 2014 or the date specified in Paragraph 3.3 hereof.

1.5. "Lease Term" means a term commencing on the Commencement Date and continuing for 60 months.

1.6. "Security Deposit" means the sum of \$0.00, to be deposited with Landlord at the time of execution hereof.

1.7. "Common Areas" means those areas devoted to corridors, elevator foyers, restrooms, mechanical rooms, storage rooms, janitorial closets, electrical and telephone closets, building stairs, elevator shafts, flues, vents, stacks, pipe shafts and vertical ducts (but shall not include any such areas for the exclusive use of a particular tenant), vending areas and other similar facilities provided for the common use or benefit of tenants generally and/or the public.

1.8. "Rentable Area" of the Premises shall be defined to be 15,367 square feet.

1.9. "Exterior Common Areas" means the portions of the property which are not located within the Building and which are provided and maintained for the common use and benefit of Landlord and tenants of the Building (or multi-building project) generally, and the employees, invitees and licensees of Landlord and such tenants; including, without limitation, all parking areas, enclosed or otherwise, and all streets, sidewalks, landscaped areas, fountains, waterwalks, plaza areas and adjacent areas.

1.10. "Building Standard" means the quality, amount, level of performance, or standards, as the case may be, as established in the Building Rules and Regulations set forth in and attached hereto as Exhibit "E" (the "Building Rules").

1.11. "Building Standard Improvements" means those improvements to the Premises which Landlord shall agree to provide according to the Work Letter attached hereto as Exhibit "D".

1.12. "Building Grade" means the type, brand and/or quality of materials Landlord designates from time to time to be the minimum quality to be used in the Building or the exclusive type, grade or quality of material to be used in the Building.

1.13. "Lease Year" means a calendar year, or portion thereof within the term of this Lease, except that the first Lease Year shall commence on the Lease Commencement Date and shall expire twelve successive months thereafter.

2. LEASE GRANT. Subject to and upon the terms herein set forth, Landlord leases to Tenant and Tenant leases from Landlord the Premises.

3. **LEASE TERM.**

3.1. This Lease shall continue in force during a period beginning on the Commencement Date and continuing until the expiration of the Lease Term, unless this Lease is sooner terminated or extended to a later date under any term or provision of this Lease. In the event the Commencement Date is a date other than the first day of a calendar month, said term shall extend for said number of months in addition to the remainder of the calendar month following the Commencement Date.

3.2. If, by the date specified in Subparagraph 1.4, the Premises have not been substantially completed pursuant to the Work Letter due to an omission, delay or default by Tenant, or anyone acting under or for Tenant, or due to any cause other than Landlord's default, Landlord shall have no liability, and the obligations of this Lease (including, without limitation, the obligation to pay rent) shall nonetheless commence as of the Commencement Date.

3.3. If the Premises are not substantially completed due to default on the part of Landlord, then (except as provided in Subparagraph 3.4 below) as Tenant's sole remedy for the delay in Tenant's occupancy of the Premises, the Commencement Date shall be delayed, and the rent herein provided shall not commence, until the earlier of the date of actual occupancy by Tenant or the date on which the work which Landlord has agreed to perform is substantially completed.

3.4. Subject to the provisions of Subparagraph 3.4, Tenant agrees to accept possession of the Premises when the Premises have been substantially completed, with all facilities in operating order. If there are any finishing touches remaining to be done which will not materially interfere with the conduct of Tenant's business on the Premises, Tenant will nevertheless accept delivery of possession and allow Landlord to complete such finishing touches.

3.5. Tenant agrees that it will, within ten (10) days following Tenant's receipt of a written request by Landlord, execute an instrument acknowledging Tenant's acceptance and occupation of the Premises and the Commencement Date of this Lease.

4. **USE.**

4.1. Tenant covenants that the Premises will be continuously used and occupied during the full term of this Lease for the purpose(s) of general offices and will not use and occupy the Premises for any other purpose without the prior written consent of the Landlord.

4.2. Tenant agrees not to use or permit the use of the Premises for any purpose which is illegal, or which, in Landlord's sole opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Building.

5. **BASE RENTAL.**

5.1. Tenant covenants and agrees to pay to Landlord during the Lease Term without any setoff or deduction, except as expressly provided in Paragraphs 20 and 21 below, the Base Rental. The Base Rental shall be adjusted in accordance with the provisions of Exhibit "C".

5.2. The annual Base Rental for each calendar year, or portion thereof, during the Lease Term, together with any adjustments thereto as set forth in Exhibit C then in effect, shall be due and payable in twelve (12) equal installments on the first day of each calendar month during the Lease Term and any extensions or renewals thereof. Tenant agrees to pay all such sums in advance, and without demand. Landlord agrees that the October payment of Base Rent during each Lease year can be paid as late as October 21<sup>st</sup> before said installment of rent shall be deemed delinquent hereunder.

5.3. Tenant shall pay such Base Rental and any adjustments thereto to Landlord at Landlord's address as provided herein (or such other address as may be designated by Landlord in writing from time to time).

5.4. If the term of this Lease commences on a day other than the first day of a month, or then the installments of Base Rental and any adjustments thereto for such month shall be prorated, based on the number of days in such month and thereafter Rent shall be paid on the first day of each successive month. For purposes of rental re-determination, the anniversary date shall be the first day of the following month after the Commencement Date.

5.5. All installments of rent not paid when due shall bear interest from such due date at the maximum lawful contract rate in the State of Florida until paid. Any monthly installment of rent not paid prior to the 10th of the month will also be subject to a 5% late fee for the extra administration, processing, and possible mortgage penalty costs incurred by Landlord.

5.6. Landlord recognizes that Tenant is tax exempt. If Tenant loses tax exempt status, tenant shall also pay, together with all rentals and payments due under this Lease, an amount equal to all sales, use, excise and other taxes now, or hereafter, imposed by any lawful authority on all amounts due or required under this Lease and classified as rent by any such authority.

5.7. All other payments due to Landlord under this Lease shall be, and are hereby classified, as additional rental. All such payments expressly required, whether in estimates, installments or otherwise, shall be payable without setoff or deduction at the times described in this Lease. In addition, whenever such payments are calculated upon estimated sums or upon Tenant's proportionate share of amounts incurred by Landlord during a Lease Year, then Tenant's obligation to pay such sums for the last Lease Year (which may be only a fractional part of the calendar year) may be calculated after the expiration of such calendar year. In any such event, Tenant shall pay such amounts within ten (10) days after its receipt of Landlord's statement therefor. Tenant acknowledges that its obligation to pay such sums which arose during the term of the lease, shall survive the expiration or termination of this Lease.

6. **SERVICES TO BE FURNISHED BY LANDLORD.**

6.1. Landlord agrees to furnish Tenant the following services (the "Defined Services"):

(a) Hot and cold water at those points of supply provided for the general use of other tenants in the Building, including all water consumption and sewer charges

(b) Landlord shall provide trash collection service. Landlord shall designate appropriate trash receptacles for Tenant to use for disposal.

(c) Central heating and air conditioning at such temperatures and in such amounts as are considered by Landlord to be standard, or as required by governmental authority; provided, however, heating and air conditioning service at times other than "Normal Building Hours" for the Building (as established by the Building Rules) shall be furnished only upon the written request of Tenant delivered to Landlord in accordance with the Building Rules. (Tenant shall bear the entire cost of such additional service, as such costs are determined by Landlord from time to time, and Tenant shall pay all amounts for such additional services within five (5) days after Tenant's receipt of Landlord's statement therefor.)

(d) Routine maintenance and electric lighting service for all Common Areas and Service Areas of the Building in the manner and to the extent deemed by Landlord to be standard.

(e) Janitor service, Mondays through Fridays, exclusive of normal business holidays; provided, however, if Tenant's floor covering or other improvements require special treatment, Tenant shall pay the additional cleaning cost attributable thereto as additional rent upon presentation of a statement therefor by Landlord.

(f) Subject to the provisions of Paragraph 11, facilities to provide and pay for all electrical current required by Tenant in its use and occupancy of the Premises.

(g) All Building Standard fluorescent bulb replacement in the Premises and fluorescent and incandescent bulb replacement in the Common Areas and Service Areas.

(h) Interior and exterior pest control.

(i) Interior painting, as needed at Landlord's sole discretion.

(j) Period carpet cleaning no less than annually. Landlord and Tenant shall review carpet conditions at completion of initial term to determine condition and Landlord shall provide carpet replacement, as needed and at Landlord's sole discretion, at that time.

(k) Security in the form of limited access to the Building during other than Normal Building Hours shall be provided in such form as Landlord deems appropriate. Landlord, however, shall have no liability to Tenant, its employees, agents, invitees or licensees for losses due to theft or burglary, or for damages done by unauthorized persons on the Premises and Landlord shall not be required to insure against any such losses. Tenant shall cooperate fully in Landlord's efforts to maintain security in the Building and shall follow all regulations promulgated by Landlord with respect thereto.

(l) Elevator service.

6.2. The failure by Landlord to any extent to furnish, or the interruption or termination of, the Defined Services in whole or in part, resulting from causes beyond the reasonable control of Landlord shall not render Landlord liable in any respect nor be construed as an eviction (constructive or otherwise) of Tenant, nor work an abatement of rent, nor relieve Tenant from the obligation to fulfill any covenant or agreement of this Lease.

6.3. Should any of the equipment or machinery used in the provision of the Defined Services, for any cause, cease to function properly, Tenant shall have no claim for offset, abatement of rent or damages on account of an interruption in service occasioned thereby or resulting therefrom.

6.4. Landlord is responsible for the maintenance, repair and services costs of all the buildings and grounds, including but not limited to: the buildings, systems, structural and non-structural aspects of the buildings, roof, windows, plumbing, electric, HVAC, walls – bearing and non-bearing, ceilings, painting interior and exterior, landscaping, site drainage, and parking lots.

6.5. Landlord will ensure that all life safety code requirements are met and maintained including emergency lighting, illuminated exit signs at proper locations, smoke detectors, panic hardware, installation and maintenance of fire extinguisher(s), installation and maintenance of overhead sprinkler, if applicable, and installation and maintenance of fire alarms.

6.6. Tenant shall immediately give Landlord written notice of any defects or need for repairs, after which Landlord shall have a reasonable opportunity to repair or cure defect. Landlord shall not be required to repair any of the foregoing items if the need for such repair is due to the act or omission of County or its employees, invitees, customers, clients or guests.

6.7. To the extent that Landlord fails to discharge its responsibilities to maintain, repair and replace the above described portions of the Premises, after written notice to Landlord and thirty (30) days to cure (or such longer period if Landlord commences curing within thirty (30) days and proceeds diligently thereafter) then and in that event Tenant may undertake such maintenance, repair and replacement obligations and immediately upon completion of such work shall be entitled to reimbursement from Landlord for all costs incurred by Tenant.

6.8. Except as otherwise expressly provided herein, Landlord shall not be required to make any repairs to the Premises.

7. **IMPROVEMENTS TO BE MADE BY LANDLORD.** Except as otherwise provided in the Work Letter attached as Exhibit "D", all installations and improvements hereafter placed on the Premises, other than Building Standard Improvements, shall be for Tenant's account and at Tenant's cost, which cost shall be payable by Tenant to Landlord as additional rent in accordance with provisions of the Work Letter. (Tenant shall also pay to Landlord all ad valorem taxes and assessments and increases in insurance premiums thereon attributable thereto).

8. **GRAPHICS.** Landlord shall provide and install, at Tenant's cost, letters or numerals at the doors of the Premises identifying Tenant as the occupant of the Premises. All such letters and numerals shall be in the standard graphics for the Building and no others shall be permitted on the Premises without Landlord's prior written consent. Tenant shall pay the costs of such graphics to Landlord within five (5) days after Tenant's receipt of Landlord's statement therefor. Landlord will provide one time only, Tenant's name and suite number on the building lobby directory. Additionally, Tenant shall have the right to install building signage on the northern face of the building, subject to Landlord approval. If Landlord's Allowance for build-out results in a positive balance at completion of build-out, graphics costs may be submitted for payment from the Allowance pool.

9. **CARE OF THE PREMISES BY TENANT.** Tenant shall not commit or allow any waste to be committed on any portion of the Premises, and at the termination of this Lease, Tenant shall deliver the Premises to Landlord in as good condition as at the Commencement Date of the Lease Term, ordinary wear and use excepted.

10. **REPAIRS AND ALTERATIONS BY TENANT.**

10.1. Tenant shall pay the entire cost of repairing any damage done to the Building or any part thereof, including replacement of damaged options or items, caused by Tenant or Tenant's agents, employees, invitees, or visitors. Tenant covenants and agrees to make all such repairs as may be required to restore the Building to as good a condition as it was in prior to such damage. Tenant shall pay the cost thereof to the Landlord within five (5) days of Landlord's demand therefor, as additional rent.



10.2. Tenant agrees not to (i) make, or allow to be made, any alterations to the Premises, (ii) install any vending machines on the Premises, or (iii) place signs on the Premises which are visible from outside the Premises, without first obtaining the prior written consent of Landlord in each such instance, which consent may be given on such conditions as Landlord may elect. Any work approved by Landlord shall be subject to the standards and requirements of Subparagraph 10.3 below and the other provisions of this Lease.

10.3. Tenant covenants and warrants that all construction work made by Tenant upon the Premises will be performed by a licensed general contractor and shall be completed in accordance with local building codes, or the then latest edition of the Standard Building Code, whichever is applicable. Tenant's general contractor shall be required to carry a comprehensive liability policy of insurance insuring Landlord against any liability whatsoever occasioned by accident on or about the Premises or any appurtenances thereto. Such policy shall be written by a good and solvent insurance company authorized to do business in the State of Florida and reasonably acceptable to Landlord. Such policy shall have single limit coverage of not less than \$500,000.00. The original policy, or a certificate thereof, shall be delivered to Landlord prior to the commencement of work in or about the Premises. In addition, Tenant's general contractor shall also provide to Landlord, at the same time as the certificate of liability insurance is due, evidence that such contractor has, and maintains worker's compensation insurance in the amounts required by law.

10.4. It is specifically understood, and Tenant hereby agrees, that the cost of any and all alterations and improvements, including all demolition, construction and remodeling work performed upon the Premises by Tenant, or at Tenant's request, shall be the sole responsibility of Tenant. Tenant covenants and agrees to advise all contractors and persons supplying labor, material or services in connection with such work of the provisions of Paragraph 16 of this Lease. If Tenant desires to make any permanent improvement(s) or alteration(s), Landlord, upon approval of the plans and specifications therefor, may elect to make such improvements for Tenant at Tenant's expense in order to insure the structural integrity and quality of construction work in the Building. In any such event, prior to the commencement of such work, Tenant shall deposit with Landlord such sums of money as may be necessary to make, construct, or install such work.

10.5. All alterations, additions, improvements and fixtures (including carpeting, linoleum and other floor coverings) which, as a matter of law, have become a part of the realty, or which may be made or installed by either of the parties hereto upon the Premises, and which, in any manner, are attached to the floors, walls or ceilings shall, at the expiration or earlier termination of this Lease, become the property of Landlord without any payment by Landlord therefor (unless Landlord shall elect otherwise, which election shall be made by Landlord no later than ten (10) days after expiration of the Lease Term), and at the termination of this Lease such items shall remain upon and be surrendered with the Premises as a part thereof. Landlord may at its option require Tenant to remove from the Premises, at Tenant's expense, all or any portion or item heretofore specified at the expiration of this Lease. Tenant agrees to remove all signs and personal insignia which may be displayed in or about the Premises at the termination of this Lease. Tenant agrees to pay Landlord for the repair of any damage caused to the Premises by Tenant's removal of such items. Anything in this Lease to the contrary notwithstanding, if Tenant is in default under any of Tenant's covenants or obligations under this lease, Tenant shall not remove any furniture, trade fixtures, equipment, personal property, or other non-permanent improvements from the Premises without Landlord's prior written consent.

10.6. Anything in this Paragraph to the contrary notwithstanding, and despite any requirements herein for Landlord's approval, the parties acknowledge and agree that Tenant shall be solely responsible and liable for the proper and safe design and selection of building materials of any and all alterations, improvements, and other work desired by Tenant. Tenant shall also be solely responsible for proper and safe construction thereof, unless Landlord elects to construct such improvements pursuant to the provisions of this Paragraph.

11. **USE OF ELECTRICAL SERVICES BY TENANT.** Tenant's use of electrical services furnished by Landlord shall not exceed, either in voltage, rated capacity, or overall load, that which Landlord deems to be Building Standard. If Tenant shall request that it be allowed to consume electrical services in excess of that deemed by Landlord to be Building Standard, Landlord may consent upon such conditions as Landlord elects (including the requirement that submeters be installed at Tenant's expense).

12. **PARKING.**

12.1. During the term of this lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building (or the project in which the Building is located), their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord.

12.2. The use of non-reserved parking spaces are for Normal Building Hours for the Building (as established by the Building Rules).

12.3. Tenant and Tenant's employees agree and understand that by using the parking facilities provided by Landlord that Tenant and its employees do so at their own risk and Landlord shall not be liable for any damage, destruction or theft incurred by such use.

12.4. Notwithstanding the foregoing, Tenant shall be allocated 50 unassigned parking spaces and 10 reserved parking spaces for their use. Additional available parking can be utilized by Tenant during conferences and class periods.

13. **LAWS, REGULATIONS AND RULES.**

13.1. Tenant shall comply with all applicable laws, ordinances, rules, regulations, standards and guidelines of any governmental entity, agency or authority having jurisdiction over the Premises or Tenant's use of the Premises.

13.2. Tenant shall comply with the Building Rules adopted and amended by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so. All changes to such rules will be furnished by Landlord to Tenant in writing.

13.3. Notwithstanding the Tenant's tax exempt status, Tenant shall obtain all licenses and permits, and shall pay all fees, charges, taxes and assessments, now or hereafter imposed, foreseen and unforeseen, that may be due, levied or assessed against Tenant, or Tenant's business, during the term of this lease. Tenant shall also pay, in addition to the taxes described in Subparagraph 5.6, any and all taxes and assessments that may be due, levied or assessed upon this Lease, or that arise as a result of this Lease. In addition, Tenant shall also pay, prior to the time the same shall become delinquent, all taxes and assessments of any nature whatsoever imposed by any governmental authority on:

- (i) all inventory, furniture, trade fixtures, personal property, and equipment owned by Tenant;
- (ii) all leasehold improvements installed upon the Premises during the term of this Lease by Tenant or by Landlord on behalf of Tenant; and
- (iii) any and all other property located on the Premises or attributable to the businesses conducted thereon.

Anything in this Paragraph to the contrary notwithstanding, Tenant shall not be required to pay any inheritance, estate, or gift tax imposed upon Landlord or any income tax specifically payable by Landlord as a separate taxpaying entity without regard to Landlord's income sources arising from or out of the Building.

14. **ENTRY BY LANDLORD.** Tenant shall permit Landlord or its agents or representatives to enter into and upon any part of the Premises at all reasonable hours (and in emergencies at all times) to inspect the condition, occupancy or use; to show the Premises to prospective purchasers, mortgagees, tenants or insurers, or to clean or make repairs, retrofit alterations or additions. Tenant shall not be entitled to any abatement or reduction of rent by reason of this right of entry or any associated activities or any resulting disruption to services.

15. **ASSIGNMENT AND SUBLETTING.**

15.1. Tenant shall not have the right to pledge, hypothecate, mortgage or assign this Lease or any estate or interest therein by operation of law or otherwise, or to sublease the Premises or any part thereof, or to grant any concession or license, or to allow anyone to occupy the Premises, without the prior written consent of Landlord. In addition, except as provided in Paragraph 29, Tenant shall not permit nor grant a security interest or other encumbrance upon Tenant's trade fixtures, personal property and equipment on the Premises without first obtaining Landlord's written consent thereto. The consent of Landlord to any one or more assignments, subleases, transfers or liens shall not operate to exhaust Landlord's rights under this Paragraph, nor shall Landlord's consent operate to release Tenant from any of its obligations under this Lease.

15.2. In the event that Tenant shall desire Landlord's consent to the subletting of the Premises or the assignment of this Lease, Tenant shall give Landlord thirty (30) days prior written notice thereof. Such notice shall be deemed to be an offer by Tenant to sublease the Premises to Landlord for the balance of the term upon all the same terms, covenants and conditions as are contained in this Lease, or to assign this Lease to Landlord, at Landlord's option. In the event that Landlord does

not accept such offer in writing within the thirty (30) day notice period, then Landlord's right to sublease the Premises from Tenant or to acquire this Lease by assignment shall be deemed to be waived. Nothing herein contained shall be deemed to be a consent by Landlord to any subletting or assignment to a third party unless Landlord delivers to Tenant its written consent thereto. Notwithstanding Landlord's consent on any one occasion, the right to recapture possession of the Premises stated in this Paragraph shall apply to any further subletting or assignment.

15.3. Anything herein to the contrary notwithstanding, no assignment approved by Landlord under the provisions of this Lease shall be effective unless and until the assignee expressly assumes, in writing delivered to Landlord, all of the Tenant's obligations under this Lease as and to the same extent as if such assignee were the original tenant named in this Lease. In addition to the foregoing, if Landlord approves any proposed subtenant, Landlord's consent to any proposed sublease shall be further conditioned, inter alia, upon the requirements that the sublease shall expressly provide (i) that the sublease is, without condition, subject to all of the limitations, terms and conditions of this Lease, and (ii) that the sublessee's rights shall not survive the earlier termination of this Lease, whether effected by voluntary cancellation by Landlord and Tenant, or otherwise.

15.4. The acceptance by Landlord of the payment of rental following any assignment or other transfer prohibited by this Paragraph shall be deemed to be only an acceptance of rental from Tenant and shall not be deemed to be a consent by Landlord to any such assignment or other transfer nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder.

15.5. In the event Landlord consents to the subletting of the Premises or the assignment of this Lease, the Landlord shall be entitled to receive from Tenant, within three (3) days after Tenant's receipt thereof, the difference between the Base Rent required to be paid by Tenant to Landlord hereunder and the sum received by Tenant from Tenant's subtenant or assignee in excess of such Base Rent.

15.6. If at any time during the term of this Lease, any part or all of its outstanding stock, if Tenant is a corporation, or any interest in the partnership, if Tenant is a partnership, shall be transferred by sale, assignment, bequest, inheritance, reorganization, operation of law, or other transfer or disposition, then such event shall constitute any assignment for the purposes of this Lease requiring Landlord's consent. This paragraph shall not be applicable to any corporation, all of the outstanding stock of which is listed on a national securities exchange.

## 16. LIENS.

16.1. Landlord's interest in the Premises shall not be subject to liens for improvements made by the Tenant, and Tenant shall have no power or authority to create any lien or permit any lien to attach to the Premises or to the present estate, reversion or other estate of Landlord in the Premises herein demised or on the Building or other improvements thereon as a result of improvements made by Tenant or for any other cause or reason. All materialmen, contractors, artisans, mechanics and laborers and other persons contracting with Tenant with respect to the Premises or any part thereof, are hereby charged with notice that such liens are expressly prohibited and that they must look solely to Tenant to secure payment for any work done or material furnished for improvements by Tenant or for any other purpose during the term of this Lease. Tenant shall indemnify Landlord against any loss or expense incurred as a result of the assertion of any such lien, and Tenant covenants and agrees to transfer any claimed or asserted lien to a bond or such other security as may be permitted by law within ten (10) days of the assertion of any such lien or claim of lien. Tenant shall advise all persons furnishing designs, labor, materials or services to the premises in connection with Tenant's improvements thereof of the provisions of this Paragraph.

16.2. If any such lien is claimed against the Premises, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same. Any amount paid by Landlord for such purposes shall be paid by Tenant to Landlord as additional rent within ten (10) days of Landlord's demand therefor.

## 17. PROPERTY INSURANCE.

17.1. Landlord shall maintain and pay for fire and extended coverage insurance on the Building and the Premises in such amounts as Landlord's mortgagees shall require.

17.2. Pinellas County Board of County Commissioners purchase property insurance up to \$100 million per occurrence for "scheduled locations" annually. For the term of this lease, this location will be added as a "scheduled Location" for "All Risk " coverage for County owned contents and improvements.

17.3. Tenant shall, at Landlord's request from time to time, provide Landlord with copies of all such policies.

17.4. In accordance with F.S. 768.28, Pinellas County is self-insured. This self insurance includes Workers Compensation. Pinellas County also has Public Entity Liability insurance coverage above a \$2 million self-insured retention. Our Casualty Package insurance policy applies for General Liability, Auto Liability, Public Officials Liability, Employment Related Practices Liability, and Law Enforcement Liability. Pinellas County carrier Workers' Compensation and Employers Liability Excess insurance coverage above a \$2 million self-insured limit.

18. **LIABILITY INSURANCE.**

18.1. Landlord agrees to be responsible for its own acts of negligence, or its respective agents' acts of negligence, when acting within the scope of this Lease. Tenant agrees to be responsible for its own acts of negligence, or its respective agents' acts of negligence, when acting within the scope of this Agreement to the extent permitted by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by Tenant. Nothing herein shall be construed as consent by Tenant or Landlord to be sued by third Parties in any manner arising out of this Agreement.

18.2. Landlord shall not be required to maintain insurance against thefts within the Premises or the Building.

19. **ASSUMPTION OF RISK.**

19.1. Landlord shall not be liable to Tenant or Tenant's customers, licensees, agents, guests or employees for any injury or damages to its, his or their persons or property by any cause whatsoever, including, but not limited to acts or omissions of any other tenant in the Building, construction defects, water, rain, sleet, fire, storms, negligence and accidents, breakage, stoppage, or leaks of gas, water, heating, sewer pipes, boilers, wiring or plumbing or any other defect in, on or about the Premises, except where such damage is due to Landlord's gross negligence.

20. **CASUALTY DAMAGE.**

20.1. If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord.

20.2. If the Building shall be so damaged that substantial alteration or reconstruction of the Building shall, in Landlord's sole opinion, be required (whether or not the Premises shall have been damaged by such casualty) or in the event any mortgagee of Landlord's should require that the insurance proceeds payable as a result of a casualty be applied to the payment of the mortgage debt, or in the event of any material uninsured loss to the Building, Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within ninety (90) days after the date of such damage.

20.3. If Landlord does not elect to terminate this Lease, Landlord shall commence and proceed with reasonable diligence to restore the Building to substantially the same condition in which it was immediately prior to the happening of the casualty, except that Landlord's obligation to restore shall not exceed the scope of the work required to be done by Landlord in originally constructing the Premises and installing the Base Building Improvements (as described in the Work Letter) in the Premises, nor shall Landlord be required to spend for such work, an amount in excess of the insurance proceeds actually received by Landlord as a result of the casualty.

20.4. When Landlord has restored the Premises and the Building Standard Improvements as set forth in the Work Letter, Tenant shall be obligated to pay for the completion of restoration, including those items which were Tenant Improvements under the Work Letter, including the restoration of Tenant's furniture and equipment. Landlord agrees to make any insurance proceeds paid to Landlord under the policy or policies described in Subparagraph 17.2 available following the completion of such repairs and replacements to reimburse Tenant for the cost of such items, provided Tenant is not otherwise in default under this lease.

20.5. Except for the reconstruction by Landlord of the Base Building Improvements as set forth in the Work Letter, all costs and expenses for reconstruction of the Premises shall be borne by Tenant.

20.6. Landlord shall not be liable for any inconvenience or annoyance to Tenant, or injury to the business of Tenant, resulting in any way from such damage or the repair thereof, except that, subject to the provisions of Subparagraph 20.7 below, Landlord shall allow Tenant a fair diminution of rent during the time, and to the extent, that Premises are unfit for occupancy.



20.7. If the Premises or any other portion of the Building are damaged by fire or other casualty resulting from the fault or negligence of Tenant or any of Tenant's agents, employees, or invitees, the rent hereunder shall not be diminished during the repair of such damage and Tenant shall be liable to Landlord for the cost of the repair and restoration of the Building caused thereby to the extent such cost and expense is not covered by Landlord's insurance proceeds.

21. **CONDEMNATION.**

21.1. If all or substantially all of the Building or the Premises should be taken for any public or quasi-public use, by right of eminent domain or otherwise, or if it should be sold in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Building or the Premises is taken by the condemning authority.

21.2. If less than all or substantially all of the Building or the Premises is thus taken or sold, Landlord (whether or not the Premises are affected thereby) may terminate this Lease by giving written notice thereof to Tenant, in which event this Lease shall terminate as of the date when physical possession of such portion of the Building or Premises is taken by the condemning authority.

21.3. If this Lease is not so terminated upon any such taking or sale, the Base Rental payable hereunder shall be diminished by an equitable amount, and Landlord shall, to the extent Landlord deems feasible, restore the Building and the Premises to substantially their former condition, but such work shall not exceed the scope of the work done by Landlord, or its predecessor, in originally constructing the Building and installing the Base Building Improvements in the Premises, nor shall Landlord in any event be required to spend for such work an amount in excess of the amount received by Landlord as compensation for such damage.

21.4. All amounts awarded upon a taking of any part or all of the Building or the Premises shall belong to Landlord, and Tenant shall not be entitled to and expressly waives all claim to any such compensation.

21.5. Tenant shall be entitled to claim independently against the condemning authority any damages expressly referable to Tenant's business as the same may be permitted by law; provided, however, Tenant shall not be entitled to claim any amount that would diminish the award payable to Landlord.

22. **DAMAGES FROM CERTAIN CAUSES.** Landlord shall not be liable to Tenant for any loss or damage to any property or person occasioned by theft, fire, water, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or by any other cause beyond the control of Landlord, nor shall Landlord be liable for any damage or inconvenience to Tenant which may arise through repair, alterations or retrofit of any part of the Building or Premises during the Lease Term.

23. **EVENTS OF DEFAULT/REMEDIES.**

23.1. Events of Default by Tenant. The happening of any one or more of the following listed events ("Events of Default") shall constitute a breach of this Lease by Tenant:

(a) The failure to pay any rent, additional rent, operating costs or any other sums of money due hereunder;

(b) The failure of Tenant to comply with any provision of this Lease or any other agreement between Landlord and Tenant, including the Work Letter, all of which terms, provisions, and covenants shall be deemed material;

(c) The taking of the leasehold on execution or other process of law in any action against Tenant;

(d) The failure of Tenant to accept the Premises, to promptly move into, to take possession of, and to operate its business on the Premises when the Premises are substantially complete, or if Tenant ceases to do business in or abandons any substantial portion of the Premises;

(e) Tenant becoming insolvent or unable to pay its debts as they become due, or Tenant's notification to Landlord that it anticipates either condition;

(f) Tenant taking any action to, or notifying Landlord that, Tenant intends to file a petition under any Federal Bankruptcy law, or any similar law or statute of the United States, or any state; or, the filing of a petition against Tenant under any such statute or law, or, any other creditor of

Tenant notifying Landlord that it knows such a petition will be filed; or the Tenant's notification to Landlord that it expects such a petition to be filed;

(g) The appointment of a receiver or trustee for Tenant's leasehold interest in the Premises or for all or a substantial part of the assets of Tenant.

(h) Vacate or abandon any substantial portion of the Premises.

(i) The discovery by Landlord that any financial statement, warranty, representation or other information 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, in connection with this Lease, was materially false or misleading when made or furnished.

23.2. Landlord's Remedies for Tenant Default. Upon the occurrence of any event or events of default by Tenant, whether enumerated in Subparagraph 23.1 or not, if Tenant fails to cure any such default within ten (10) days of written notice from Landlord, (or five (5) days of any due date, if the default is a failure to pay money) Landlord shall have the option, at Landlord's election, to pursue any one or more of the following remedies:

(a) Landlord may cancel and terminate this Lease and dispossess Tenant by any lawful means;

(b) Landlord may without terminating or canceling this Lease declare all amounts and rents due under this Lease for the remainder of the Lease Term (or any applicable extension or renewal thereof) to be immediately due and payable, and thereupon all rents, additional rents, operating expenses, late fees, penalties, and other charges due hereunder to the end of the Lease Term or any renewal term, if applicable, shall be accelerated.

(c) Landlord may elect to enter and repossess the Premises and relet the Premises for Tenant's account, holding Tenant liable in damages for all expenses incurred in any such reletting and for any difference between the amount of rent received from such reletting and the amount due and payable under the terms of this Lease;

(d) Landlord may enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease (and Tenant shall reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Landlord shall not be liable for any damages resulting to the Tenant from such action).

(e) Landlord may recover from Tenant a sum equal to all rent concessions granted to Tenant hereunder, including but not limited to free rent, unamortized real estate commissions, tenant improvement allowances and relocation costs.

23.3 Landlord's Remedies are Cumulative. All the remedies of Landlord in the event of Tenant default shall be cumulative and in addition, Landlord may pursue any other remedies permitted by law or in equity. Forbearance by Landlord to enforce one or more of the remedies upon an event of default, shall not constitute a waiver of such default.

23.4. Events of Default by Landlord.

(a) If Tenant asserts that Landlord has failed to meet its obligations under this Lease, Tenant shall give written notice ("Notice of Default"), to Landlord and Landlord's Agent, specifying the alleged failure to perform, and Tenant shall send by certified mail, return receipt requested, a copy of such Notice of Default to any mortgage holder, (provided that Tenant has been previously advised of the address of the mortgage holder by Assignment of Rents or otherwise).

(b) If Landlord has not begun, and pursued with reasonable diligence, the cure of any failure of Landlord to meet its obligations under this Lease within thirty (30) days of receipt of the Notice of Default, then Landlord shall be in default.

(c) If Landlord shall have failed to commence to cure such default within the time set forth above, then the mortgagee(s) shall have an additional thirty (30) days within which to commence to cure such default.

(d) In no event shall Tenant have the right to terminate or rescind this Lease as a result of Landlord's default as to any covenant or agreement contained in this Lease, or as a result of the breach of any promise or inducement hereof, whether in this Lease or elsewhere. Tenant hereby waives such remedies of termination and rescission and hereby agrees that Tenant's remedies for default hereunder, and for breach of any promise or inducement, shall be limited to suit for damages or

an injunction, or both; provided, however, that with respect to any provision of this Lease which requires Landlord's consent to, or approval of, any matter, Tenant, in no event, shall be entitled to make, nor shall Tenant make, any claim for, (and Tenant hereby waives any claim for) money damages as a result of any claim by Tenant that Landlord has unreasonably withheld such consent (nor shall Tenant claim any money damages by way of setoff, counterclaim or defense, based upon any claim or assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval), but Tenant's sole remedy shall be an action or proceeding to enforce any such provision, or for specific performance, injunction or declaratory judgment.

24. **ADDITIONAL RENTAL; LANDLORD'S OPERATING COSTS AND TAXES.**  
Intentionally deleted.

25. **PEACEFUL ENJOYMENT.** Tenant shall and may peacefully enjoy the Premises against all persons claiming by, through or under Landlord, subject to the other terms hereof, provided that Tenant pays the rent and other sums herein recited to be paid by Tenant and performs all of Tenant's covenants and agreements under this Lease.

26. **RELOCATION.** Intentionally deleted.

27. **HOLDING OVER.**

27.1. If Tenant holds over without Landlord's written consent after expiration or other termination of this Lease, or if Tenant continues to occupy the Premises after termination of Tenant's right of possession pursuant to the provisions of Subparagraph 23.2(c), Tenant shall, throughout the entire holdover period, pay rent equal to 150% the Base Rental and additional rent which would have been applicable had the term of this Lease continued through the period of such holding over by Tenant.

27.2. No possession by Tenant after the expiration of the term of this Lease shall be construed to extend the term of this Lease unless Landlord has consented to such possession in writing.

28. **SUBORDINATION TO MORTGAGE.**

28.1. This Lease is, and shall be, subject and subordinate to any mortgage or other lien created by Landlord, whether presently existing, or hereafter arising, upon the Premises or upon the Building, and to any renewals, refinancing and extensions thereof. But, Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, or their lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion.

28.2. The terms of this Lease are subject to approval by Landlord's permanent lender(s), and such approval is a condition precedent to Landlord's obligations hereunder.

28.3. Tenant agrees that it will, within ten (10) days following Tenant's receipt of a request by Landlord, execute and deliver to such persons as Landlord shall request, any instrument required by the holder of any mortgage (or the prospective lender) on the Premises or the Building that shall confirm the subordinate provisions herein, and Tenant shall likewise execute and deliver a statement, in recordable form, certifying that this Lease is unmodified and in full force and effect or, if it has been modified, stating the terms of such modification, stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord or its mortgagee(s) shall reasonably require.

28.4. Tenant shall, in the event of the sale or assignment of Landlord's interest in the Building of which the Premises form a part or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of any power of sale under, any mortgage made by Landlord covering the Premises, attorn to the purchaser and recognize the purchaser as Landlord under this Lease.

29. **LANDLORD'S LIEN.** Intentionally deleted.

30. **ATTORNEY'S FEES.** In any action to collect rent or for the enforcement, defense or interpretation of a provision of this Lease, the prevailing party shall be entitled to costs, including attorney's fees and/or collection costs.

31. **NO IMPLIED WAIVER.**

31.1. The failure of Landlord to insist, at any time, upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Lease shall not be construed as a waiver or a relinquishment thereof for the future.

31.2. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of rent due under this Lease shall be deemed to be other than on account of the earliest rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

32. **PERSONAL LIABILITY.** Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this lease by Landlord, that there shall be absolutely no personal liability on the part of the Landlord, its successors or assigns, with respect to any of the terms, covenants and conditions of this Lease, and that Tenant shall look solely to the equity of Landlord in the Premises and the Building for the covenants and conditions of this Lease to be performed by Landlord and no other property or estates of Landlord.

33. **SECURITY DEPOSIT.**

33.1. The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Tenant's damages in case of default by Tenant.

33.2. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount.

33.3. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant.

33.4. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter Landlord shall have no further liability for the return of such Security Deposit.

34. **FORCE MAJEURE.** Whenever a period of time is herein prescribed for the taking of any action by Landlord, Landlord shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, governmental laws, regulations or restrictions, financing, or any other cause whatsoever beyond the control of Landlord.

35. **RELATIONSHIP OF PARTIES.** Nothing contained in this Lease shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

36. **MISCELLANEOUS.**

36.1. **Severability.** If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is being held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

36.2. **Recordation.** Tenant agrees not to record this Lease or any memorandum thereof without the express written consent of Landlord.

36.3. **Governing Law.** This Lease and the rights and obligations of the parties hereto are governed by the laws of the State of Florida.



36.4. Time of Performance. Except as expressly otherwise herein provided, with respect to all required acts of Tenant, time is of the essence of this Lease.

36.5. Transfer by Landlord. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations hereunder and in the Building and the Premises referred to herein, and in such event and upon such transfer Landlord shall be released from any further obligations hereunder Tenant agrees to look solely to such successor in interest of Landlord for the performance of such obligations.

36.6. Commissions. Landlord and Tenant hereby indemnify and agree to hold each other harmless against any loss, claims, expense or liability with respect to any commissions or brokerage fees claimed on account of the execution and/or renewal of this Lease due to any action of the indemnifying party.

36.7. Effect of Delivery of This Lease. Landlord has delivered a copy of this Lease to Tenant for Tenant's review only, and the delivery hereof does not constitute an offer to Tenant or an option to Lease. This Lease shall not be effective until a copy executed by both Landlord and Tenant is delivered to and accepted by Landlord.

36.8. 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 county public health units.

36.9. Paragraph Headings. The Paragraph or Subparagraph headings are used for convenience of reference only and do not define, limit or extend the scope or intent of the Paragraphs.

36.10. Definitions. The definitions set forth in Paragraph 1 are hereby made part of this Lease.

36.11. Exhibits. Exhibits "A", "B", "C", "D", "E", and "F" are attached hereto and incorporated herein and made a part of this Lease for all purposes:

<u>Exhibit Number</u>	<u>Description</u>
"A"	Premises-Location in Building
"B"	Tenant Floor Plan
"C"	Adjustment to Base Rental
"D"	Work Letter
"E"	Building Rules and Regulations
"F"	Building Legal Description

36.12. Notices.

(a) Tenant shall pay the rent and shall forward all notices to Landlord's Agent at the following address (or to such other Agent or at such other place as Landlord may hereafter designate in writing):

EJB Fairways, LLC  
5550 W. Executive Drive, Suite 550  
Tampa, Florida 33609

(b) The Landlord shall forward all notices to Tenant at the following address:

Pinellas County  
c/o Real Property Division  
509 East Avenue South  
Clearwater, FL 33756

(c) Any notice provided for in this Lease must, unless otherwise expressly provided herein, be in writing, and be forwarded by registered or certified mail, return receipt requested, postage prepaid, or by personal delivery or express or courier service. Any notice of demand required to be given or that may be given hereunder shall be deemed complete upon the date of receipt thereof, or if delivery is refused, on the date of attempted delivery thereof. Either party hereto may change its address to any other address in the United States of America by notice in writing given to the other party in the manner herein provided.

(d) Notice deposited in the mail, in the manner above, shall be effective upon receipt, unless such mail is unclaimed, in which event notice shall be effective five (5) days after the date of mailing.

36.13. The effective date of this lease shall be the date this Lease is executed by the County's Board of County Commissioners. Tenant shall be granted possession and full use of Premises upon the Commencement Date of this Lease and all terms and conditions set forth therein shall immediately commence upon full signature by all parties.

37. **RENEWAL OPTION.** Tenant hereby has one five (5) year renewal option, exercisable upon written notice to Landlord at least one hundred eighty (180) days prior to the expiration of the Lease term. The base rental rate for the renewal option(s) will escalate three percent (3%) annually and all other terms and conditions of this Lease shall remain in full force and effect.

38. **SPECIAL PROVISIONS.**

38.1. Within no more than ten (10) days after receipt of written request, the Tenant shall furnish to Landlord, an Estoppel Certificate and Subordination and Nondisturbance Agreement. If the Tenant fails to execute and deliver to the Landlord a completed certificate as required under this provision, the Tenant hereby appoints the Landlord as his attorney-in-fact to execute and deliver such certificate for and on behalf of the Tenant.


38.2 Tenant acknowledges that Landlord was induced in part to enter into this Lease agreement based upon financial information, or representations by Tenant regarding Tenant's business and Tenant warrants that such information, statements, or representations are accurate and true and Tenant further agrees to immediately inform Landlord of any material change in Tenant's financial condition which might adversely affect Tenant's ability to meet its rental obligations hereunder. Tenant agrees to provide Landlord, upon demand, annual financial statements should such statements be a requirement of any mortgagee or if required by a recognized institutional lender for the purpose of obtaining financing for the Premises or any project or building of which the Premises are a part.

This Lease Agreement, as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the parties, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter that performance or the rights of the Parties as hereinbefore stated.

SIGNATURES ON FOLLOWING PAGE


IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this instrument, as of the day and date first above written.

EXECUTED IN THE  
PRESENCE OF:

  
\_\_\_\_\_  
Jeff Bennett  
Witnesses

LANDLORD:

EJB Fairways, LLC

By:   
As its MANAGING MEMBER

Executed on: 3/12/14

ATTEST: KEN BURKE, Clerk of the Court

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

PINELLAS COUNTY, FLORIDA

By and through its Board of  
County Commissioners

By: \_\_\_\_\_

APPROVED AS TO FORM  
OFFICE OF THE COUNTY ATTORNEY

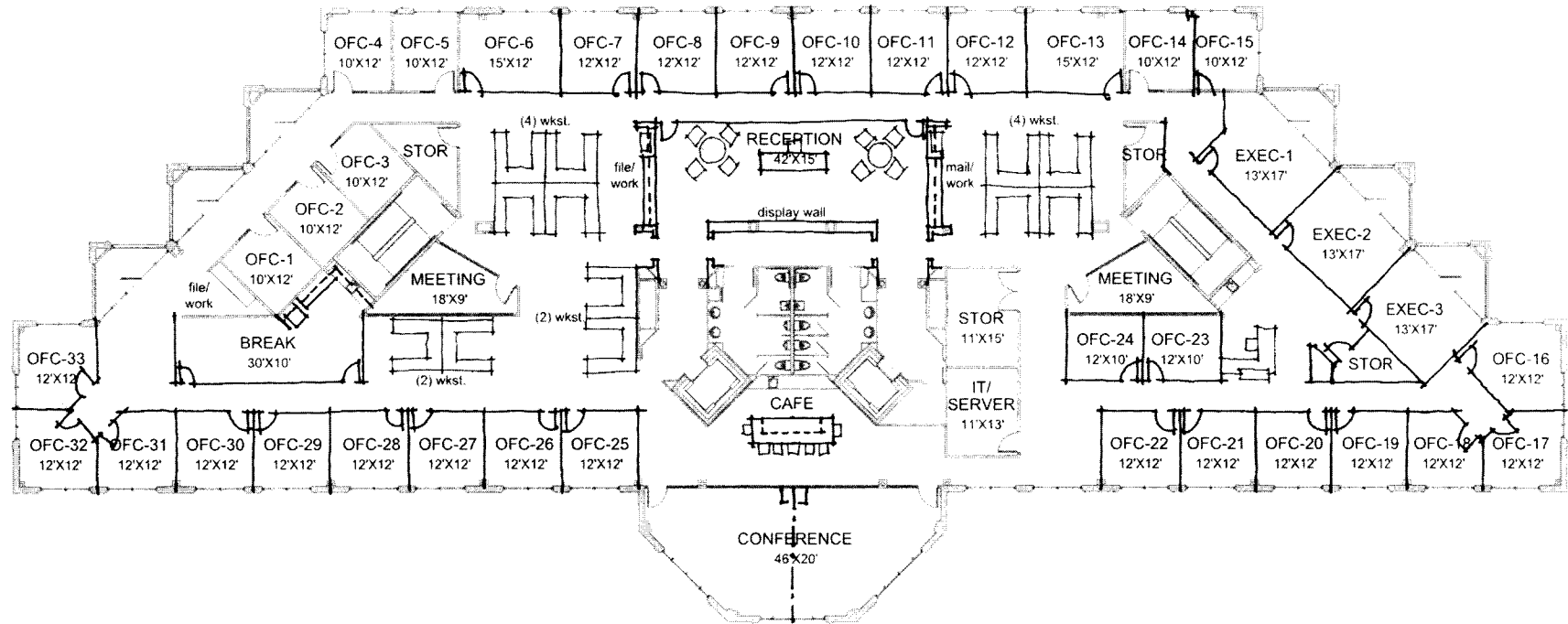
By:   
Sr. Asst. County Attorney

**EXHIBIT "A"**

**PREMISES - LOCATION IN BUILDING**

Tenant will occupy the entire 2<sup>nd</sup> floor of Two Fairway Place located at 8200 Bryan Dairy Road, Largo, FL.





TENANT FLOOR PLAN

EXHIBIT "B"

**elevation**  
ARCHITECTURE

architecture | planning | interiors

Project: CVB Fairways II  8200 Bryan Dairy Road Largo, Florida	Sheet Title: CONCEPTUAL FLOOR PLAN		Sheet # SD-1
	SCALE: 1/8" = 1'-0" 		
	Project # 13 065 Date 12.18.2013		

**EXHIBIT "C"**

**ADJUSTMENT TO BASE RENTAL**

Notwithstanding anything contained in the attached Lease to the contrary, it is further understood and agreed the Base Rent will be as follows:

Months	Rate/SF/Year	Monthly Base Rent*
1 – 3	Waived	Waived
4 – 12	\$21.00	\$26,892.25
13 – 24	\$21.00	\$26,892.25
25 – 36	\$22.00	\$28,172.83
37 – 48	\$22.00	\$28,172.83
49 – 60	\$22.00	\$28,172.83

\* plus applicable Florida sales tax, currently at seven percent (7%).

All such Base Rental shall be payable by Tenant in accordance with the terms of Article 5 of the Lease.

## EXHIBIT "D"

### WORK LETTER

This Work Letter is part of the lease dated \_\_\_\_\_, between Pinellas County, as Tenant, and EJB Fairways, LLC, as Landlord, and shall be subject to all of the same terms, definitions and conditions of the Lease. Landlord and Tenant agree as follows:

1. Base Building Improvements. Landlord shall provide, at its own expense, as part of the Base Building Improvements, in accordance with Building Standard Materials, Specifications and Base Building Code Requirements, the following:

- a. Finished central core including elevator lobby, restrooms, stairwells and mechanical rooms.
- b. Central HVAC system including primary air distribution system excluding flex duct and diffusers.
- c. Life safety systems including automatic sprinklers, exit signs at stairways, smoke detectors at the elevator lobby and fire extinguishers as required for the base building by the applicable codes for light hazard.
- d. Electrical distribution to each floor including power and lighting panels and emergency lights installed per code.
- e. All Base Building Improvements will be installed in accordance with reasonable construction standards of the area.

2. Tenant Improvements.

2.1. Definition. All improvements to the Premises, which prepare the Premises for occupancy by Tenant, except for the Base Building Improvements as previously defined, shall be deemed Tenant Improvements and shall be performed by Landlord and subject to the terms of the Lease and this Work Letter.

2.2. Plans and Specifications. Landlord will engage an architect licensed by the State of Florida to prepare the architectural, mechanical and electrical plans and specifications for the layout of the Tenant Improvements (the "Plans"). The Plans shall include, but not be limited to, the following:

(a) Space Plan. The "Space Plan" shall be a schematic space plan for the Premises, including a full and accurate description of the size and location of all partitions, doors and equipment that could affect the structural components, service systems and facilities of the Building. For the purposes of this Lease and Work Letter, the plans attached as Exhibit B to the Lease shall be considered approved.

(b) Final Plans. The "Final Plans" shall consist of all plans and specifications necessary to construct the Tenant Improvements, including mechanical and electrical working drawings. The Final Plans will be certified by an architect licensed to do business in Florida and will be in a form by which building and occupancy permits can be obtained.

2.3. Permits. The Plans will be submitted to the City of Pinellas Park for plan check and permit. Any changes required by the City of Pinellas Park will be incorporated into the Plans and any costs will be charged to Tenant. Landlord will not be responsible for delays caused by the City of Pinellas Park.

3. Construction:

3.1. Contractor. Landlord will enter into a contract with a contractor or contractors to perform the work for the Tenant Improvements. The total cost of the Tenant Improvements, less the Tenant Improvement Allowance, shall constitute rent due pursuant to the Lease. All requests for extras or changes to the work, in addition to instructions regarding the work to be performed by the Contractor, shall be made through Landlord.

3.2. Performance. All work shall be performed in accordance with the Plans and in conjunction with the Building's as-built conditions.

4. Payment for Tenant Improvements.

4.1. All costs and expenses incurred in the construction of the Tenant Improvements (the "Total Improvement Cost") shall be paid by the Tenant, less Allowance to the Tenant from the Landlord as hereinafter defined (the "Tenant Costs").

4.2. Any modifications or additions which must be made to the Premises' life safety systems brought about by the Plans (such as the addition and/or relocation of demising walls, sprinkler heads, exit lights, emergency lighting, firehorns, or the like) shall be part of the Tenant Costs.

4.3. The Tenant Costs shall be payable as follows:

(a) Tenant shall pay to Landlord prior to the commencement of construction of the Tenant Improvements, an amount equal to fifty percent (50%) of the Tenant Costs (as then estimated by Landlord).

(b) Prior to occupancy of the Premises, Tenant shall pay to Landlord the unpaid balance (as such amount can then be reasonably estimated based on available data) of the Tenant Costs, plus any approved modifications thereto.

4.4. The Tenant Costs shall constitute additional rent due under the Lease and shall be due at the time specified therein. Tenant's failure to make any such payments when due shall constitute a default under the Lease, entitling Landlord to all of its remedies thereunder.

4.5. Allowance. The Tenant shall receive an allowance of \$340,000.00. Any unused allowance will be credited to future Base Rental payments.

4.6. Payment of Allowance. Landlord shall offset the Total Improvement Cost by the amount provided as an Allowance in order to determine the Tenant Costs.

4.7. Substitution and Credits. The Tenant may request the Landlord to substitute alternate materials for the specified Building Standard Materials, provided such substitutes are new and are of a quality at least comparable to those replaced as approved by the Landlord. In the event that Tenant chooses not to use, or to substitute for, the Building Standard Materials, the Tenant Costs will be charged with the value of the materials purchased by the Landlord for the Premises. All Building Standard Materials, whether installed by the Landlord or not, shall be purchased from the Landlord.

5. Delay.

5.1. Force Majeure. "Force Majeure" as used in this Work Letter means an act of God, a strike or other labor trouble, governmental preemption of priorities or other controls in connection with a national or other public emergency, or shortage of fuel, supplies or labor resulting from a national or other public emergency, or any other cause, whether similar or dissimilar to the above, beyond Landlord's reasonable control that delays the completion of the Tenant Improvements.

Upon occurrence of an event of Force Majeure, Landlord shall, within three (3) business days, give notice to Tenant specifying the event of Force Majeure and the anticipated delay in completion of Tenant Improvements resulting therefrom. The Commencement Date shall be postponed by the number of days that completion of the Tenant Improvements was actually delayed by event of Force Majeure, provided, that in no event shall the Commencement Date be postponed until later than the date of completion of the Tenant Improvements. "Completion of the Tenant Improvements" as used in this Section 5.1 means Substantial Completion of the Tenant Improvements.

5.2. Delays Caused by Landlord. In the event the completion of the Tenant Improvements has been materially delayed by acts or omissions of Landlord, then the Commencement Date shall be postponed by the number of days of delay caused by such acts or omissions of Landlord that upon the occurrence of a delay caused by Landlord, Tenant shall give notice of the delay to Landlord within three business days, specifying the act or omission of Landlord that caused the delay and the anticipated length of the delay.

5.3. Other Delays. Except for delays caused by the acts or omissions of Landlord or by events of Force Majeure, no delays in completion of the Tenant Improvements for any reason whatsoever shall postpone the Commencement Date. Specifically, without limiting the generality of the foregoing, the Commencement Date shall not be postponed on account of any delay caused by Tenant.

6. Conflicts. In the event of a conflict between the terms and conditions of this Work Letter and the Lease, the provisions of the Lease shall control.



"TENANT"

Pinellas County

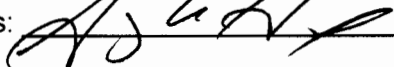
By: \_\_\_\_\_  
Authorized Representative

Its: \_\_\_\_\_

"LANDLORD":

EJB Fairways, LLC

By: \_\_\_\_\_  
Authorized Representative

Its:  \_\_\_\_\_

## EXHIBIT "E"

### **BUILDING RULES AND REGULATIONS**

Landlord has adopted the following Building Rules and Regulations for the care, protection and benefit of the Premises, the Parking Lot and the Building and for the general comfort and welfare of all Tenants. These Rules and Regulations are subject to amendment by Landlord from time to time.

#### 1. Building Hours and Access.

1.1. "Normal Building Hours" are from 8:00 a.m. to 6:00 p.m., Monday through Friday. On Saturday from 8:00 a.m. to 1:00 p.m.

1.2. HVAC service at times other than for Normal Building Hours shall be furnished only upon written request of Tenant delivered to Landlord by 2:00 p.m. the day such usage is requested. Tenant shall bear the entire cost of such additional service as such costs are determined by Landlord from time to time, which is currently at the rate of \$30.00 per hour

1.3. Building entry at times other than Normal Building Hours shall be limited to the Security Entrance. Landlord shall require registration and satisfactory identification from all persons seeking access to any part of the Building outside of Normal Building Hours.

1.4. Landlord reserves the right to designate the time when freight, furniture, goods, merchandise and other articles may be brought into, moved or taken from the Premises or the Building. Tenants must make arrangements with the management office when the elevator is required for the purpose of carrying any kind of freight.

1.5. Landlord reserves the right at all times to exclude loiterers, vendors, solicitors and peddlers from the Building and to require registration and satisfactory identification or credentials from all persons seeking access to any part of the Building outside Normal Building Hours. The Landlord will exercise its best judgment in the execution of such control but shall not be liable for the granting or refusal of such access.

#### 2. Building.

2.1. The sidewalks, entry passages, corridors, halls, elevators, and stairways shall not be obstructed by the Tenant or used by it for other than those of ingress and egress.

2.2. The floors, skylights and windows that reflect or admit light into any place in the Building shall not be covered or obstructed by Tenant.

2.3. Restroom facilities, water fountains, and other water apparatus shall not be used for any other purpose other than for which they were constructed, and no rubbish, or other obstructing substances shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose officers, employees, agents, patrons, customers, licensees, visitors, or invitees, shall have caused it.

2.4. Tenant shall not injure, overload or deface the Building, the woodwork, or the walls of the Premises, nor carry on upon the Premises any noxious, noisy or offensive business, nor store in the Building or the Premises any flammable or odorous materials.

2.5. Tenant, its officers, agents, employees, patrons, customers, licensees, invitees, and visitors shall not solicit in the buildings, parking facilities or common areas, nor shall Tenant distribute any handling or other advertising matter in automobiles parked in the Building's parking facilities.

2.6. Landlord will not be responsible for lost or stolen property, equipment, money, or any article taken from the Premises, the Building or the parking facilities, regardless of how and when such loss may occur.

#### 3. Doors and Windows.

3.1. Tenant entrance doors should be kept closed at all times in accordance with the fire code.

3.2. Tenant shall not put additional locks or latches upon any door without the written consent of Landlord.

3.3. Landlord will provide and install, at Tenant's cost, all letters or numerals at the Premises entry. All such letters and numbers shall be in the standard graphics for the building, and no other shall be used or permitted on the Premises without Landlord's prior written consent.

3.4. All glass, locks and trimmings in or upon the doors and windows of the Building shall be kept whole and when any part thereof shall be broken the same shall be immediately replaced or repaired and put in good repair.

3.5. Window blinds of a uniform Building Standard, color and pattern only shall be used throughout the Building to give uniform color exposure through interior windows. These blinds shall remain in the lower position at all times to provide uniform exposure for the outside.

3.6. Each Tenant shall comply with all applicable laws, regulations and fire codes.

#### 4. Premises Use.

4.1. Tenant shall not install in the Premises any heavy weight equipment or fixtures or permit any concentration of excessive weight in any portion thereof without first having obtained Landlord's written consent.

4.2. Tenant shall not (without Landlord's prior written consent) install or operate any computer, duplicating or other large business machine, equipment, or any other machinery upon the Premises or carry on any mechanical business thereon. Tenant shall not operate any device which may emanate electrical waves which will impair radio or television broadcasting or reception from or in the Building.

4.3. No wires of any kind or type (including but not limited to television or radio antennas) shall be attached to the outside of the Building and no wires shall be run or installed in any part of the Building without Landlord's prior written consent. Such wiring shall be done by the electrician of the Building only, and no outside electrician shall be allowed to do work of this kind unless by the written permission of Landlord or its representatives.

4.4. If Tenant desires any signal, communication, alarm or other utility or service connection installed or changed, such work will be done at expense of Tenant, with the approval and under the direction of Landlord.

4.5. No painting shall be done, nor shall any alterations be made, to any part of the Building by putting up or changing any partition, doors or windows, nor shall there be any nailing, boring, or screwing into the woodwork or plastering, nor shall any connection be made to the electric wires or electric fixtures without the consent in writing on each occasion of Landlord or its Agents.

4.6. All contractors or technicians performing work for Tenant within the Premises, the Building or the parking facilities shall be referred to Landlord for approval before performing such work. This shall apply to all work including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, and all installations affecting floors, walls, windows, doors, ceiling, equipment or any other physical feature of the Building, the Premises or the parking facilities. None of this work shall be done by Tenant without Landlord's prior written approval.

#### 5. Balconies.

5.1. No Tenant shall place any furniture, fixtures, plants or planters on the Building balconies without the prior consent of Landlord. Landlord reserves the right to approve the design, color and type of objects placed on the Building balconies.

5.2. Tenant shall not use the balconies as a storage area for any objects and shall keep the balconies free of debris.

5.3. Tenant shall not place any type of floor covering on the balcony floor without the prior consent of Landlord.

EXHIBIT "F"

**BUILDING LEGAL DESCRIPTION**

A tract of land lying in the north half of the southeast quarter of Section 13, Township 30 South, Range 15 East; thence South 00°32'14" West, along the west line of said southeast ¼, 50.00 feet to a point on the southerly right-of-way line of Bryan Dairy Road (a 100 foot right-of-way) to the Point of Beginning; thence South 89°47'52" East along said southerly right-of-way 1266.11 feet; thence South 44°25'09" East 500.95 feet; thence South 67°11'53" West, 437.25 feet; thence North 81°34'07" West, 360.12 feet; thence South 61°15'43" West, 230.15 feet; thence South 89°46'37" West, 591.11 feet; thence North 00°49'56" West, 48.32 feet, to the southerly right-of-way line of said Bryan Dairy Road; thence South 89°47'52" East along said right-of-way 18.92 feet to the Point of Beginning.

Containing 6.95 acres more or less.