



DATE: June 23, 2015  
AGENDA ITEM NO. 18

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

 County Administrator's Signature:

**Subject:**

Lease Agreement with the Omni Business Center, LLC

**Department:**

Real Estate Management (REM)

**Staff Member Responsible:**

Andrew W. Pupke, Director

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE ATTACHED LEASE AGREEMENT WITH OMNI BUSINESS CENTER, LLC (OMNI). IT IS FURTHER RECOMMENDED AUTHORITY BE GRANTED FOR THE CHAIRMAN TO SIGN AND THE CLERK TO ATTEST.

**Summary Explanation/Background:**

This lease agreement supports an operations division of the Pinellas County Sheriff's Office (PCSO). The PCSO formally requested REM to relocate from its current 15,944 square foot leased location citing operational requirements.

Upon receipt of the PCSO request, REM confirmed that no County-owned space met PCSO space requirements. REM performed a leased property search employing the PCSO's location parameters and space requirements. Two (2) properties were identified that met the criteria. A lease proposal was requested and received from both property owners. Staff selected the OMNI space as it best met the search, space needs, and cost criteria.

The Lease Agreement is for approximately 17,953 square feet and requires demolition and renovation. This agreement is for an initial five (5) year term with the option to renew for three (3) additional five (5) year terms. The agreement provides for \$448,825.00 in tenant improvements to be amortized over the initial five (5) year term. All new office space construction will comply with County Space Standards. In addition to the tenant improvements, the Landlord will, at its sole cost and expense, install a new roof system on the premises, replace most of the HVAC units servicing the premises, and demolish part of a neighboring building to construct additional parking for PCSO's private use.

In addition to base rent and operating expense reimbursement, the County is responsible for maintenance services including: janitorial, indoor pest control, light fixtures and light bulbs, and minor electrical, plumbing and air conditioning repairs. The County is also responsible for cost associated with communication, electric, trash removal, water and sewer utilities. The County's allocated share of the operating expenses is 13.44% which will increase over a 2015 Base Year.

The County will not commence paying rent until construction is completed and a Certificate of Occupancy (CO) is provided for the property.

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

The annual base rent cost is \$15.40 per square foot, which is subject to a 3% annual increase. The first year's rent is \$276,476.20 which includes a 2015 base year estimate of \$54,936 (\$3.06 per square foot) for Landlord operating expenses. In addition to the base rent, REM estimates the additional annual cost for maintenance and utilities to be \$65,000.00. The initial cost to install fiber communications to the facility is estimated at \$140,000.00.

If the County opts to renew after the first five (5) year term, the base rent will be reduced to \$15.40 per square foot per year, as the initial tenant improvement capital investment will be satisfied.

**Exhibits/Attachments Attached:**




Contract Review Transmittal  
Lease Agreement  
Location Map

**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**

<b>PROJECT: Omni Business Center, LLC – Lease Agreement</b>	
<b>CONTRACT NO.: TBD</b>	<b>ESTIMATED <u>EXPENDITURE</u> / REVENUE: \$276,476.20 Base Rent for the 1<sup>st</sup> year</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:**

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
<b>Originator:</b> Real Property Division Andrew Popko Sean Griffin	5/11/15 05/18/15	SA mgf		06/03/15 mgf
<b>Finance:**</b> Cassandra Williams	3-20-2015	Please see CATS		
<b>Office of the Chief Deputy:</b> Chief Sean Jowell	5/8/2015			
<b>Risk Mgmt:</b> Virginia Holscher	3-20-2015 & 10-3-2015	Please see CATS		
<b>Legal:</b> Chelsea D. Hardy	5/20/15	CDH	All expenses for the initial term need to be calculable before the lease is executed.	
<b>Assistant County Administrator:</b> Paul Sacco	5/27/15		See attached edits. RJK	

Please return to Robin Giove By May 11, 2015.

All inquiries should be made to Robin Giove ext. 43947.

\*\* See Contract Review Process

Revised 4.2015

## LEASE AGREEMENT

THIS LEASE AGREEMENT (“**Agreement**”) made as of the date fully executed below (including all attestations, witnesses and approvals) (“**Effective Date**”), by and between **OMNI BUSINESS CENTER, LLC**, an Ohio limited liability company, hereinafter referred to as “**LANDLORD,**” and **PINELLAS COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as “**TENANT,**” hereinafter collectively referred to as the “**Parties.**”

### WITNESSETH

1. **PREMISES AND BUSINESS CENTER:** In consideration of the rent hereinafter agreed to be paid by TENANT to LANDLORD, and in consideration of the covenants of the respective Parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided, LANDLORD does hereby lease and let unto the TENANT, and TENANT does hereby lease from LANDLORD, the building located at 7421 114<sup>th</sup> Avenue North, Largo, Florida 33773, commonly referred to as “Building II”, as shown on ***Exhibit “A,”*** attached hereto and made a part hereof, hereinafter referred to as the “**Premises.**” The Premises is approximately 17,953 square feet.

The Premises is situated in a business park known as the Omni Business Center which is located at 7381 -7441 114th Avenue North, Largo, Florida 33773, the land together with the improvements thereon, shown on ***Exhibit “A,”*** hereinafter referred to as the “**Business Center.**”

2. **PARKING:** LANDLORD grants TENANT and its employees, agents, customers, and invitees (i) the exclusive and sole use of fifty-four (54) fenced and gated parking spaces, hereinafter referred to as “**Secured Parking,**” shown on ***Exhibit “B,”*** attached hereto and made a part hereof, and (ii) two (2) parking space for each 1,000 square feet of the Premises of non-exclusive parking spaces in those areas of the Business Center designated by LANDLORD as common area parking.

Except with regard to the Secured Parking, the following shall apply to all parking areas at the Business Center:

A. Except for particular spaces and areas designated from time to time by LANDLORD for reserved parking, if any, all parking in the parking areas shall be on an unreserved, first-come, first-served basis.

B. LANDLORD shall have the right to tow, otherwise remove or boot improperly parked vehicles, blocking ingress or egress lanes, or violating parking rules, at the

expense of the offending tenant and/or owner of the vehicle and without liability to LANDLORD.

C. TENANT'S right to use, and its right to permit its principals, employees, contractors, and guests to use, the parking areas are subject to the following conditions: (i) LANDLORD reserves the right to change the access to the parking areas, provided that some manner of reasonable access to the parking areas remains after such change; and shall not entitle TENANT to any claim against Landlord or to any abatement of Rent; and (ii) LANDLORD has no obligation to provide security or a parking lot attendant and LANDLORD shall have no liability on account of any loss or damage to any vehicle or the contents thereof, or any personal injury, property damage, or other tort liability suffered by TENANT, its employees, agents, or contractors, associated with such lack of security or parking lot attendant, TENANT agreeing to bear the risk of loss for same.

3. USE: This Agreement is made on the express condition that the Premises shall be used for administrative offices, equipment storage, and workshop. Tenant shall not use or permit the use of the Premises for any other purpose, without the written consent of the LANDLORD. LANDLORD grants TENANT use of the Premises and the Secured Parking twenty-four (24) hours a day, seven (7) days a week.

LANDLORD further grants to TENANT and its employees, agents, customers, and invitees the right to use the areas designed by LANDLORD for non-exclusive use by the tenants of the Business Center, including but not limited to parking areas, driveways, landscaped areas, and such other areas or parts of the Business Center as may be designated from time to time by the LANDLORD as part of the common areas, hereinafter referred to as the **"Common Areas,"** subject to such reasonable rules and regulations as LANDLORD may adopt and modify from time to time relative to the use of the Common Areas. The current Rules and Regulations are attached as ***Exhibit "C"*** and made a part hereof.

4. TERM AND COMMENCEMENT DATE: This Agreement shall be for an initial term of five (5) years. The initial term shall commence upon LANDLORD'S substantial completion of Landlord Improvements (as set forth in Section 8) and Tenant Improvements (as set forth in Section 9) which shall not exceed one-hundred-eighty (180) days from the Effective Date, except as provided herein, hereinafter referred to as the **"Commencement Date."** The Landlord Improvements and Tenant Improvements shall be deemed substantially complete even though minor or insubstantial details of construction, mechanical adjustment or decoration remain, and

any other work items of a "punch list" nature have yet to be performed or fully completed, the non-completion of which does not materially interfere with TENANT'S ability to occupy and use the Premises for TENANT'S intended purpose, subject to the issuance of a certificate of occupancy by the governing authority. After LANDLORD's substantial completion of the Landlord Improvements and Tenant Improvement, TENANT agrees, within fifteen (15) days after receipt of request by Landlord, to execute and return to Landlord the acceptance certificate, hereinafter referred to as "Certificate," attached as *Exhibit "D"* and made a part hereof. Along with such executed Certificate, TENANT shall submit to LANDLORD, as Schedule 1 thereto, a punch list of any items requiring completion or correction. LANDLORD shall complete such items after receipt of the Certificate within a reasonable time as determined by the Parties.

5. POSSESSION: LANDLORD shall deliver possession of the Premises within one-hundred-eighty (180) days from the Effective Date, hereinafter referred to as the "**Landlord Construction Phase**." LANDLORD shall notify TENANT in writing of unavoidable delays caused by an Act of God, severe weather, war, civil commotion, government agencies, or fire beyond LANDLORD's reasonable control and the number of days such delays shall extend the Landlord Construction Phase beyond the allotted time. Such delays shall not extend the Landlord Construction Phase by more than sixty (60) days without TENANT'S written consent which shall not be unreasonably withheld. If LANDLORD is unable to deliver possession of the Premises, with exception of delays caused by TENANT, as provided herein, then TENANT shall have the right to (i) terminate this Agreement upon written notice to LANDLORD, or (ii) extend the Landlord Construction Phase.

TENANT shall be granted continued possession of the Premises immediately upon the Commencement Date of this Agreement and shall be entitled to full use of said Premises. All terms and conditions set forth in this Agreement shall immediately commence upon the Effective Date of this Agreement.

6. RENT: TENANT shall pay to LANDLORD in lawful United States currency the rent pursuant to and in the amounts set forth in *Exhibit "E,"* attached hereto and made a part hereof, hereinafter referred to as "**Base Rent**." All monetary obligations of TENANT to LANDLORD under this Agreement, of any type or nature, other than Base Rent, shall hereinafter be referred to as "**Additional Rent**." Base Rent and all forms of Additional Rent are hereinafter collectively referred to as "**Rent**."

Beginning on the Commencement Date, all Rent shall be payable in advance, without notice, demand, setoff, or deduction, unless provide for herein, in equal monthly installments beginning on the Commencement Date, and continuing on the first day of each and every calendar month thereafter during the term of this Agreement. If the Commencement Date falls on a day other than the first day of the month, then Tenant shall pay Rent for the fractional month commencing on the Commencement Date and ending on the last day of the month in which the Commencement Date occurs on a prorated basis, payable within fifteen (15) days of the Commencement Date. The Rent payment due under this Agreement for any fractional month shall be calculated on a prorated basis.

All Rent shall be paid to LANDLORD at **Omni Business Center, LLC, c/o Ciminelli Real Estate Services, 14499 North Dale Mabry Hwy., Suite 200, Tampa, Florida 33618**, or at such other place as LANDLORD shall designate in writing to TENANT. The monthly Rent guarantees TENANT full occupancy of the Premises for a full month. LANDLORD agrees that the October payment of Rent during each year can be paid as late as October 21<sup>st</sup> before said installment of Rent shall be deemed delinquent hereunder. All other payment of Rent hereunder shall be due on the first of each month, notwithstanding LANDLORD'S willingness to accept the October payment of Rent on or before October 21<sup>st</sup> of each year

7. TENANT RENEWAL OPTIONS: TENANT shall have the option to renew this Agreement for three (3) additional terms of five (5) years each. TENANT shall exercise a renewal option by giving LANDLORD written notice, at least twelve (12) months prior to the end of the then current term, hereinafter referred to as the "Lease Renewal Deadline," of its intent to renew.

For the first renewal option, the Base Rent, as defined herein, shall be paid in accordance with "Option 1" or "Option 2" as set forth in **Exhibit "E"**, and the Base Year, as defined herein, for operating expenses shall adjust to the year 2020. TENANT to notify LANDLORD of which Option by the Lease Renewal Deadline. All other terms of this Agreement shall remain in full force and effect.

For the second and third renewal options the Base Rent and Base Year shall be at the then current Fair Market Value defined as follows: the applicable Fair Market Value shall be that rate charged for space of comparable size and condition in comparable buildings within the same sub-market as the Building, taking into consideration the location, quality and age of the Building, extent of leasehold improvements (existing or to be provided), rental abatements, lease

takeovers/assumptions, brokerage commissions, moving expenses, term of lease, extent of services to be provided, distinction between “gross” and “net” lease, base year or other amounts allowed for escalation purposes, and any other relevant terms and conditions. Within ten (10) days of TENANT’S request, but no sooner than ninety (90) days prior to TENANT’S next Lease Renewal Deadline, LANDLORD shall convey, in writing, LANDLORD’S opinion of Fair Market Value for the next renewal option. TENANT shall have the right to exercise the next renewal option based on LANDLORD’S opinion of Fair Market Value by giving LANDLORD written notice of TENANT’S intent to exercise said option.

8. LANDLORD IMPROVEMENTS: LANDLORD shall, at its sole cost and expense, (i) demolish a portion of 7411 114<sup>th</sup> Ave N., also known as “Building III,” as shown on ***Exhibit “F,”*** attached hereto and made a part hereof, (ii) construct the Secured Parking, excluding the fence and automatic gate that are part of the Tenant Improvements, (iii) install a new roof system on the Premises, and (iv) replace the HVAC units serving the Premises, to be specified and installed as determined by LANDLORD’S mechanical engineer and contractors based on LANDLORD’S assessment. Any abandoned or non-functioning HVAC systems will be removed from in, around, and upon the Premises.

The cost of said improvements shall not be passed through to TENANT in any way.

9. TENANT IMPROVEMENTS: LANDLORD shall reconfigure the Premises in accordance with the space plan shown in ***Exhibit “G,”*** attached hereto and made a part hereof, hereinafter referred to as “**Space Plan.**” LANDLORD shall improve the Premises in accordance with ***Exhibit “H,”*** attached hereto and made a part hereof, hereinafter referred to as “**Tenant Improvements.**” LANDLORD shall contribute to the cost of the Tenant Improvements in an amount not to exceed four-hundred-forty-eight-thousand-eight-hundred and twenty-five dollars (\$448,825.00), herein referred to as “**Tenant Improvement Allowance.**”

Within ten (10) days of substantial completion of the Tenant Improvements, LANDLORD shall provide TENANT an itemized account of the allocation of the Tenant Improvement Allowance along with invoices and change orders as back-up. Any unused portion of the Tenant Improvement Allowance will be credited toward TENANT’S Rent due.

LANDLORD shall allow TENANT reasonable access to the Premises for purposes of wiring, equipment and furniture installation. Such access shall be at no charge to the TENANT and shall begin upon the Effective Date, provided that (i) TENANT’S non-Rent obligations under this Agreement shall apply during any such access and (ii) TENANT’S work shall not interfere



with LANDLORD's work, the scheduling and prosecution of which shall take priority.

10. OPERATING EXPENSE PASS-THROUGH: TENANT'S allocated share of the Business Center is 13.44%, hereinafter referred to as "**Allocated Share**," which was calculated by dividing the square feet of the Premises by the total rentable square feet of the Business Center after completion of the Building III demolition shown in *Exhibit "F."* As provided herein, TENANT shall pay to LANDLORD, as Additional Rent, TENANT'S Allocated Share of any amount by which the common area maintenance expenses exceeds the amount of such expenses for the calendar year 2015, hereinafter referred to as the "**Base Year**."

Non-Controllable common area maintenance expenses, hereinafter referred to as "Non-Controllable Expenses," shall mean utility costs, taxes and other costs imposed or established by governmental or regulatory authorities, insurance costs and unionized labor costs, and any other costs which LANDLORD determines in good faith to be beyond LANDLORD'S reasonable control in limiting increases.

Non-Controllable Expenses are subject to an annual increase during this Agreement, beginning with the first calendar year following the Base Year, and shall not exceed eighteen (18) percent of the previous year's Expenses, hereinafter referred to as the "**Non-Controllable Cap**."

Controllable common area maintenance expenses, hereinafter referred to as "Controllable Expenses," shall mean the total of all of the costs and expenses incurred or borne by LANDLORD with respect to the operation and maintenance of the Business Center and the services provided tenants in the Business Center, including, but not limited to, the costs and expenses incurred for and with respect to: security; repairs, maintenance, and alteration of Common Areas; association assessments, fees, or dues including, but not limited to: painting of Common Areas; repairs, maintenance, replacements, and improvements which are appropriate for the continued operation of the Business Center; exterior landscaping; fertilization and irrigation supply; parking area maintenance and supply; property management fees; an appropriate share of the cost of an on-site or off-site management office; all utilities serving the Common Areas; supplies; and service and maintenance contracts for the Business Center.

Controllable Expenses are subject to an annual increase during this Agreement, beginning with the first calendar year following the Base Year, and shall not exceed five (5) percent of the previous year's Expenses, hereinafter referred to as the "**Controllable Cap**." If Controllable Expenses increase by more than the Controllable Cap in any given year, LANDLORD may carry

over the difference to another year, so long as Controllable Expenses billed to TENANT never increase by more than the Controllable Cap. If Controllable Expenses increase by less than the Controllable Cap in any given year, LANDLORD may carry over the unused portion of the Controllable Cap to another year, so long as Controllable Expenses billed to TENANT never increase more than the Controllable Cap.

Non-Controllable and Controllable Expenses shall exclude, or have deducted from them:

- a) Leasing commissions, rent concessions to tenants, and tenant improvements;
- b) Executive's salaries above the grade of building manager;
- c) Expenditures for capital items, except (i) those which, under generally accepted accounting principles, are expenses or regarded as deferred expenses, (ii) capital expenditures required by law, (iii) expenditures for capital equipment or any other capital expenditure, whether purchased, leased, or otherwise engaged, designed to result in savings or reductions in Expenses, then the costs are to be included within the definition of Expenses for the year in which the costs are incurred and subsequent years, if applicable, on a basis reasonably determined by LANDLORD to the extent that such items are amortized over such period of time as reasonably can be estimated as the time in which such savings or reductions in Expenses are expected to equal LANDLORD'S cost for such capital equipment or capital expenditure with an interest factor equal to the Prime Rate but not in excess of the Maximum Rate, and (iv) expenditures for materials, tools, supplies, and equipment purchased by LANDLORD to enable LANDLORD to supply services which LANDLORD would otherwise have obtained from a third party, in any of which cases the cost of such capital improvements or expenditures shall be included in Expenses for the year in which the costs are incurred and subsequent years, amortized on a straight-line basis over an appropriate period, but in no event more than ten (10) years, with an interest factor equal to the Prime Rate in effect at the time of LANDLORD'S having incurred such expenditure, but in no event greater than the Maximum Rate;
- d) Interior painting, redecorating, or other work or service which LANDLORD performs or provided for any tenant or prospective tenant of the Business Center;
- e) Those costs incurred in negotiating or enforcing leases against tenants, including attorneys' fees;
- f) Cost of providing any service directly to and paid directly by any tenant, and the cost

of services provided selectively to one or more tenants of the Business Center without reimbursement;

- g) Marketing costs, including attorneys' fees (in connection with the negotiation and preparation of letters, deal memos, letters of intent, leases, subleases and/or assignments), space planning costs, and other costs and expenses incurred in connection with lease, sublease and/or assignment negotiations and transactions with present or prospective tenants or other occupants of the Business Center;
- h) Costs associated with the operation of the business of the ownership or entity which constitutes "Landlord", as the same are distinguished from the costs of operating the Business Center including, but not limited to, costs of defending any lawsuits with any mortgagee, legal fees incurred in the negotiation and enforcement of tenant leases and costs of selling, syndicating, financing, mortgaging or hypothecating any of LANDLORD'S interest in the Premises or Business Center; fines, penalties and interest incurred as a result of LANDLORD'S negligence or willful misconduct;
- i) Any bad debt loss, rent loss, or reserves for bad debts or rent loss;
- j) Expenses of any item covered under warranty to the extent LANDLORD receives the warranty proceeds.

In advance, LANDLORD shall reasonably estimate the Non-Controllable and Controllable Expenses, hereinafter collectively referred to as "Expenses," which will be payable for the next calendar year and notify TENANT, in writing, of any change in the monthly Rent due. TENANT shall pay one-twelfth (1/12) of its share of such Expenses as Additional Rent, together with the payment of Base Rent due each month. After the end of each calendar year and after receipt by LANDLORD of all necessary information and computations, LANDLORD shall furnish TENANT a statement of the actual Expenses for the year; and an adjustment shall be made between LANDLORD and TENANT with payment to or repayment by LANDLORD. If Expenses reconcile such that TENANT owes LANDLORD payment, TENANT shall pay LANDLORD the balance due within thirty (30) days of being invoiced by LANDLORD. If Expenses reconcile such that LANDLORD owes TENANT payment, LANDLORD shall immediately credit TENANT the balance of the repayment as Rent and TENANT shall deduct such balance from the next monthly Rent payment due.

11. TENANT MAINTENANCE AND SERVICES: TENANT agrees to promptly pay all charges for electricity, gas, water and sewer supplied to the Premises, as determined by meter or otherwise. LANDLORD shall not be liable in any manner for damages to TENANT, or for any other claim by TENANT, resulting from any interruption in utility services, unless the interruption is caused by the LANDLORD'S negligence.

TENANT shall maintain and pay for janitorial services, indoor pest control, trash removal, light fixtures and light bulbs, data/voice/telecommunication installation and service, security and alarm systems and service, and other necessary utility type services. TENANT shall, at its own cost and expense, place a dumpster in a location designated by LANDLORD, outside of the Secured Parking area, which shall be used for TENANT'S trash removal needs.

TENANT shall maintain the carpet and floors of the Premises and all non-load bearing interior walls.

With regard to all aspects of the Premises, Common Area, Secured Parking and Business Center, TENANT shall be responsible for the full cost of repairs to the extent resulting from damage arising from the negligence or willful misconduct of TENANT, its employees, representatives, agents, contractors and invitees, and shall reimburse LANDLORD for all cost and expenses incurred by LANDLORD as a result thereof, as Additional Rent, within twenty (20) days of receipt of LANDLORD's demand. Subject to the limitations set forth in F.S. § 768.28.

12. LANDLORD MAINTENANCE AND SERVICES: LANDLORD shall be responsible for maintenance of the exterior of the Premises, the Secured Parking, and the Common Areas, including pest control, painting, lighting, site-draining, parking lot maintenance and striping, landscaping and irrigation, exterior doors, exterior windows, and exterior window washing. LANDLORD shall maintain the roof, structural load-bearing walls and slab on the Premises. LANDLORD will keep the Common Areas and Secured Parking free of all trash and rubbish and maintain the same in a clean, neat, orderly and sanitary condition.

LANDLORD shall be responsible for maintaining the electrical panels, boxes and distribution wiring, the plumbing and fixtures, and the HVAC systems. TENANT shall reimburse LANDLORD, as Additional Rent, within twenty (20) days of receipt of LANDLORD's invoice, up to \$300.00 per repair for plumbing and electrical repairs, and up to \$750.00 per repair for HVAC repairs. If TENANT reimbursement for such repairs exceeds \$5,000.00 during any given calendar year then LANDLORD shall be responsible for the full cost

of any repairs to the plumbing, electrical or HVAC in excess of said \$5,000.00 for the remainder of such calendar year. LANDLORD shall notify TENANT of the name, contact person and phone number of LANDLORD'S electrical, plumbing and HVAC vendors. LANDLORD may change vendors by notifying TENANT in writing. TENANT will coordinate access with LANDLORD'S vendor(s).

Notwithstanding any terms herein, LANDLORD, at its sole cost and expense, shall be responsible for the replacement of compressors, condensing units, air-handling units, or the full replacement of the HVAC system.

LANDLORD shall provide scheduled preventive maintenance, including filter replacement, in accordance with the maintenance requirements outlined in *Exhibit "I,"* attached hereto and made a part hereof, and invoice TENANT for reimbursement as Additional Rent. TENANT will coordinate access with LANDLORD'S vendor.

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, and installation, testing, certification and maintenance of fire alarms and systems.

LANDLORD will provide TENANT the name of a contact person and the phone number for such person for both emergencies and any issue related to service maintenance or cleaning prior to the Commencement Date. The contact person for emergencies shall be available at all times, and the service contact person shall be available to respond during normal business hours. TENANT shall provide LANDLORD with the name of a contact person and telephone number for such person for both emergencies and any issue related to the use and occupancy of the Premises prior to the Commencement Date.

TENANT shall immediately give LANDLORD written notice of any defects or need for repairs, after which LANDLORD shall have the cure period set forth in the next paragraph to repair or cure. LANDLORD shall not be required to repair any of the foregoing items to the extent the need for such repair is due to the negligent act or omission of TENANT or its employees, representatives, agents, contractors or invitees.

To the extent that LANDLORD fails to discharge its responsibilities to maintain, repair and replace the above described portions of the Premises, after receipt of 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 TENANT may undertake such maintenance, repair and replacement obligations and immediately upon completion of such work shall cause the reasonable cost of the same to be deducted from the monthly Rent due LANDLORD.

13. ASSIGNMENT AND SUBLETTING: TENANT shall not assign or sublet this Agreement without LANDLORD'S written consent, which consent may be withheld in Landlord's sole discretion. If LANDLORD consents to any sublease or assignment, TENANT shall not be released from its liability under this Agreement, and such consent shall not be deemed a waiver of the requirement for LANDLORD's consent to any subsequent assignment or sublease.

14. ALTERATIONS: TENANT shall not make structural alterations (i.e. roof system, flooring below finish level, exterior walls, load bearing walls and any other structural elements) to the Premises without LANDLORD'S prior written consent, which consent may be withheld in LANDLORD'S sole and absolute discretion. TENANT may only make non-structural alterations, which does not include painting, decorating, or similar alterations, to the Premises with the prior written consent of LANDLORD which consent shall not be unreasonably withheld, conditioned or delayed. All alterations shall be performed in a good and workmanlike manner, and in compliance with all applicable laws, codes, and ordinances. TENANT shall pay for all charges for labor, services and materials used in connection with any improvements to the Premises undertaken by TENANT. Modifications or improvements made during this Agreement shall become the property of LANDLORD upon expiration or termination of this Agreement, unless TENANT desires to remove said modifications or improvements which can be removed without materially damaging the Premises. Any damage caused by TENANT'S removal of any modifications or improvements shall be repaired in a good workmanlike manner by TENANT upon such removal. All work performed by or on behalf of TENANT shall be subject to the provisions provided herein.

15. SIGNS: TENANT may install signage at TENANT'S expense on the entrance doors to the Premises. TENANT shall not install any other signage on the exterior of the Building or anywhere else outside the Premises without LANDLORD'S prior written consent, which consent may be withheld in LANDLORD'S sole and absolute discretion. Upon termination of this Agreement, TENANT will remove signage at TENANT'S expense and repair any damages

caused by such removal. LANDLORD shall not advertise TENANT'S presence in the Business Center by any manner without TENANT'S prior written consent.

16. INSURANCE: TENANT is self-insured in accordance with § 768.28, Florida Statutes. TENANT shall, at LANDLORD'S request from time to time, provide a letter evidencing that TENANT is self-insured.

LANDLORD shall pay for and maintain, during the term of this Agreement, the following policies of insurance covering the Premises and the Business Center:

(1) Broad Form Comprehensive General Liability Insurance. Including, but not limited to, coverage for Personal Injuries with limits of not less than \$2,000,000 combined single limit for death, personal injury and property damage, per occurrence, and Contractual Liability.

(2) All Risk Property Insurance. Upon all building improvements and alterations, including, but not limited to, fire and extended coverage, vandalism, malicious mischief and sprinkler leakage in the amount of one hundred percent (100%) of full replacement cost.

(3) Flood Insurance. Flood insurance coverage for the property, if the property is designated on the applicable Flood Insurance Rate Map as being in a Special Flood Hazard Area, in a commercially reasonable amount.

TENANT and LANDLORD each hereby release the other, and waive their right of recovery against the other, for loss or damage arising out of, or incident to the perils actually insured against under this section including, without limitation TENANT's self-insurance, which perils occur in, on, or about the Premises or Business Center. TENANT, upon obtaining any policies of insurance in lieu of self-insurance, shall give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement and shall obtain any necessary endorsements or riders to effect such waiver.

17. INDEMNIFICATION: LANDLORD represents and warrants to TENANT that the Premises are now, and throughout the term of this Agreement shall remain, structurally sound and compliant with all applicable building codes. LANDLORD shall indemnify, defend and hold harmless TENANT from and against any and all liability, claims, demands, causes of action, judgments, costs, expenses and all losses and damages for bodily injury, death and property damage incurred by TENANT due to the foregoing representation and warranty being untrue, and from all costs, reasonable attorneys' fees and disbursements, and liability incurred in the defense of any such claim. Upon notice from TENANT, LANDLORD shall defend any such claim, demand, cause of action or suit at LANDLORD'S expense by counsel satisfactory to

TENANT in its reasonable discretion, or as designated by LANDLORD'S insurer. Notwithstanding the foregoing, nothing contained in this Agreement shall be construed as a waiver of TENANT'S sovereign immunity. Any claims against TENANT must comply with the procedures found in § 768.28, Florida Statutes. The provisions of this paragraph shall survive this Agreement.

18. LIABILITY OF TENANT: All property of any kind that may be on the Premises during the continuance of this Agreement shall be at the sole risk of TENANT, except that LANDLORD shall be liable for damage to property of TENANT to the extent arising from the negligence or wrongful act of LANDLORD.

19. ACCESS TO PREMISES: LANDLORD shall have the right to enter and inspect the Premises and the operation being conducted thereon at any reasonable time after 24-hour notice to TENANT, (except that 24-hour notice shall not be required in the case of flood, fire, or other like kind emergency, and in the presence of TENANT for the purpose of inspecting or conducting tests upon the same, or for making repairs to the Premises or to any property owned or controlled by LANDLORD therein. Such repairs shall not unduly interfere with TENANT'S business except as is reasonably necessitated by the nature of the repairs.

20. DEFAULT AND REMEDIES: The occurrence of any of the following events will be a Default under this Agreement:

(a) TENANT fails to pay LANDLORD the Rent within ten (10) days after the due date thereof; notwithstanding the provisions in this Agreement.

(b) LANDLORD or TENANT fails to perform or observe any term, covenant or condition of this Agreement and such Party fails to cure such failure within thirty (30) days after receiving written notice thereof (or such longer period if the default cannot reasonably be cured within thirty (30) days and the Party has commenced to cure and thereafter proceeds diligently).

If the defaulting Party fails to correct the default, the other Party shall be entitled to any and all remedies available at law and in equity. Additionally, either Party may on behalf of the defaulting Party perform any obligations the defaulting Party failed to perform, and the cost of the performance will be payable by the defaulting Party upon demand, which shall be deemed Additional Rent in the case of any TENANT default and shall be deemed Rent credit in the case of any LANDLORD default.

None of the officers, employees, agents, directors, shareholders, or partners of LANDLORD, its agents or managers and their respective parent companies, affiliates and



subsidiaries, shall ever have any personal liability to TENANT under or in connection with this Agreement. TENANT shall look solely to LANDLORD'S estate and interest in the Business Center for the satisfaction of any right or remedy of TENANT under this Agreement, or for the collection of any judgment (or other judicial process) requiring the payment of money by LANDLORD, and no other property or assets of LANDLORD or its principals shall be subject to levy, execution, or other enforcement procedure for the satisfaction of TENANT'S rights or remedies under this Agreement, the relationship of LANDLORD and TENANT under this Agreement, TENANT'S use and occupancy of the Premises, or any other liability of LANDLORD to TENANT of whatever kind or nature. No act or omission of LANDLORD or its agents shall constitute an actual or constructive eviction of TENANT unless LANDLORD shall have first received written notice of TENANT'S claim and shall have failed to cure it after having been afforded a reasonable time to do so, which in no event shall be less than thirty (30) days but may also be extended as set forth in this section.

21. COVENANT AGAINST LIENS: The interest of LANDLORD in the Premises shall not be subject in any way to any liens, including construction liens, for improvements to or other work performed with respect to the Premises by or on behalf of TENANT. TENANT shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion, or other estate of LANDLORD (or the interest of any ground lessor) in the Premises or in the Business Center and all mechanics, materialmen, contractors, artisans, and other parties contracting with TENANT or its representatives or privies with respect to the Premises or any part of the Premises are hereby charged with notice that they must look to the TENANT to secure payment of any bill for work done or material furnished or for any other purpose during this Agreement. The foregoing provisions are made with express reference to § 713.10, Florida Statutes. Notwithstanding the foregoing provisions, TENANT, at its expense, shall cause any lien filed against the premises or the Business Center for work or materials claimed to have been furnished to TENANT to be discharged of record or properly transferred to a bond pursuant to § 713.24, Florida Statutes, within twenty (20) days after receipt of notice thereof. Further, TENANT agrees to, defend, and save LANDLORD harmless from and against any damage or loss, including reasonable attorneys' fees, incurred by LANDLORD as a result of any such lien. TENANT shall notify every contractor making improvements to the Premises that the interest of the LANDLORD in the Premises shall not be subject to liens for improvements to or other work performed with respect to the Premises by or on behalf of TENANT.

22. WAIVER: One or more waivers of any covenant or condition by either Party shall not be construed as a waiver of a subsequent breach of the same covenant or conditions by the other Party, and the consent or approval by either Party to or of any act by the other Party requiring consent or approval shall not be construed a consent or approval to or of any subsequent similar act by the other Party.

23. DESTRUCTION OF PREMISES: If the Premises therein shall be partially damaged by fire or other casualty, the damages shall be repaired by and at the expense of LANDLORD. Said repairs shall be made promptly except that no penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of LANDLORD, and for reasonable delay due to the period that repairs are being made for that portion of the Premises rendered unsuitable for use by TENANT as a result of fire or casualty.

If the Premises are totally damaged or are rendered wholly untenable by fire or other casualty, the LANDLORD shall promptly restore or rebuild the same and Rent and other rental obligations shall abate until restoration or rebuilding are completed; on condition, however, that if the Premises are totally damaged or rendered wholly untenable by fire or said other casualty and the Premises cannot be restored or rebuilt within two hundred ten (210) days, TENANT shall have the right and option of terminating this Agreement by giving written notice to LANDLORD within twenty (20) business days after the date of the casualty, and any Rent or other payments shall be prorated as of the effective date of such termination and refunded to TENANT or paid to LANDLORD as the case may be. If this option to terminate is not exercised, LANDLORD shall repair and restore the Premises as aforesaid, and Rent and other rental obligations shall abate until the Premises are rendered tenantable.

24. CONDEMNATION: If the whole or any part of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this Agreement shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and the rent shall be paid up to that day, and if such portion of the Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were leased, then, from that day, the TENANT shall have the right either to terminate this Agreement and declare the same null and void, or to continue in the possession of the remainder of the same under the terms herein provided, except that the rent and other rental obligations shall be reduced in proportion to the amount of the Premises taken. If the TENANT shall fail to terminate this Agreement as aforesaid within thirty (30) days after notice of said

taking, said failure shall be regarded as a waiver of its right to terminate, whereupon this Agreement shall continue for the then balance of the term. If TENANT fails to exercise its right to terminate, LANDLORD shall, at its own cost and expense, make the repairs made necessary to said partial taking.

The Parties agree that LANDLORD shall give TENANT notice of the filing of an action in eminent domain within ten (10) days of LANDLORD receiving such notice, even if the action has been filed by TENANT.

25. OBSERVANCE OF LAWS: The laws of the State of Florida shall govern this Agreement. The Parties agree to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, and of insurance carriers, due to its use or occupancy of the Premises. All additions, alterations, installations, partitions, or changes shall be in full compliance with the aforementioned authorities.

LANDLORD warrants that the Premises is in and shall be maintained in compliance with the Federal Americans with Disabilities Act (ADA) and any similar act adopted by the State of Florida at LANDLORD'S expense. If, after TENANT takes possession, the ADA or similar Florida Act is changed so that the Premises become non-complying, LANDLORD will have one hundred eighty (180) days from receipt of written demand to cure the noncompliance.

26. RELATIONSHIP OF THE PARTIES: Nothing contained herein 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 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, shall be deemed to create any relationship between the Parties hereto other than the relationship of LANDLORD and TENANT. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

27. QUIET ENJOYMENT: LANDLORD covenants and agrees that TENANT, upon TENANT'S compliance with the covenants and conditions herein, shall and may peaceably and quietly have, hold and enjoy the Premises for the term of this Agreement.

28. NOTICES: Any notice provided for in this Agreement must, unless otherwise expressly provided herein, be in writing, and be forwarded by registered or certified mail, return receipt requested, postage prepaid, or nationally recognized overnight courier service such as FedEx or

UPS. Either Party 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.

TENANT shall forward all notices to LANDLORD at the following address:

Omni Business Center, LLC  
c/o Ciminelli Real Estate Services  
14499 North Dale Mabry Hwy., Suite 200,  
Tampa, Florida 33618

LANDLORD shall forward all notices to TENANT at the following address:

Pinellas County Real Property Division  
Real Estate Management Department  
509 East Avenue South  
Clearwater, FL 33756

29. SUBORDINATION: LANDLORD reserves the right to sell, assign, transfer, mortgage or convey any and all rights it may have in the Business Center, the Premises or this Agreement, and to subject this Agreement to the lien of any mortgage now or hereafter placed upon the Business Center or the Premises. However, the subordination of this Agreement to any mortgage hereafter placed upon the building or the Premises shall be upon the express condition that this Agreement is recognized by LANDLORD'S mortgagee and that the rights of TENANT hereunder shall remain in force despite any default in performance of LANDLORD, or foreclosure proceedings with respect to any such mortgage, provided TENANT is not in default in any of its obligations hereunder. Within twenty (20) days of TENANT's receipt of the request of LANDLORD, TENANT shall execute any and all instruments deemed by LANDLORD necessary to subordinate this Agreement, and the rights given TENANT by this Agreement, to such mortgages, as described above. For this purpose, the TENANT'S Administrator, the TENANT'S Real Property Division Manager is authorized to execute said instruments. Any sale by LANDLORD of the building or LANDLORD'S interest under this Agreement shall release and discharge LANDLORD from any and all further obligations under this Agreement, with exception to any default occurring prior to said transfer, provided that the purchaser of the building or LANDLORD'S interest under this Agreement shall recognize this Agreement and that the rights of TENANT hereunder shall remain in force and the obligations, of LANDLORD shall be assumed in full by the new owner, despite such sale. Upon the request of LANDLORD, TENANT, or the subsequent owner, an Assignment and Amendment of Lease Agreement shall

be executed by the TENANT, LANDLORD, and subsequent owner to acknowledge the ownership change and modify those paragraphs related to the sale and conveyance.

30. ESTOPPEL CERTIFICATE: TENANT shall, at any time and from time to time upon not less than twenty (20) days prior written request from LANDLORD, execute, acknowledge and deliver to LANDLORD a written certificate stating: (i) whether this Agreement is in full force and effect; (ii) whether this Agreement has been modified or amended and, if so, identifying and describing any such modification or amendment; (iii) the date to which rent has been paid; (iv) whether TENANT knows of any default on the part of LANDLORD and, if so, specifying the nature of such default; (v) that the improvements have been fully completed by LANDLORD in accordance with this Agreement and the plans and specifications approved by TENANT, and that TENANT is in full and complete possession thereof; and (vi) any other matters relevant to this Agreement as reasonably requested. For this purpose, the TENANT'S Administrator, the TENANT'S Real Property Division Manager is authorized to execute said Estoppel Certificate.

31. FISCAL FUNDING: In accordance with Florida State constitutional and statutory regulations, in the unlikely event funds are not appropriated by TENANT's budgetary process (which TENANT covenants to make good faith efforts to request and pursue) in any succeeding fiscal year for the operation and funding of the entire applicable County department utilizing the Premises (i.e. not solely as a line item decision not to fund this particular Agreement), TENANT shall notify the LANDLORD of such occurrence and this Agreement shall be deemed to terminate at the expiration of the last fiscal year for which funds were appropriated. TENANT shall refund LANDLORD for any unamortized Tenant Improvement Allowance, based on a five (5) year amortization schedule which commences on the Commencement Date.

32. HAZARDOUS SUBSTANCES: TENANT shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Premises. TENANT shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two (2) sentences shall not apply to the presence, use or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal maintenance and office uses.

As used in this Paragraph, "**Hazardous Substances**" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in

this Paragraph, “**Environmental Law**” means Federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

Each Party shall promptly give the other written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which such Party has actual knowledge. If a Party learns or is notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, such Party will immediately notify the other Party and the Party responsible for such condition shall promptly take all necessary remedial actions in accordance with Environmental Law.

LANDLORD shall indemnify and hold TENANT fully harmless for any liabilities and remedial actions of Hazardous Substances for which LANDLORD is responsible under this Section. LANDLORD’S indemnification obligations under this Section shall survive the expiration or soon termination of the term of this Agreement.

33. AIR QUALITY: The LANDLORD shall maintain the building and building air-handling systems in full compliance with all manufacturer specifications and recommendations and in full compliance with environmental law. The TENANT shall be informed prior to any maintenance activities utilizing chemicals, including pesticide applications that may impact indoor air quality (and reserve the right to require these activities to occur when building is unoccupied). Prior to and during occupancy, the TENANT reserves the right to conduct indoor air quality testing, which testing may include volatile organics, formaldehyde, biological agents, humidity, temperature or other compounds

34. ASBESTOS: LANDLORD warrants that there is no friable or disturbed asbestos in the Premises at commencement of this Agreement and that any asbestos discovered in the Premises during the term of this Agreement shall be properly removed or encapsulated within a reasonable period of time.

35. SURRENDER AT END OF TERM: Upon the expiration of this Agreement hereof or the sooner termination of this Agreement, TENANT agrees to peacefully surrender and yield possession of the demised Premises to the LANDLORD, peacefully and without notice, and in good order and condition, broom clean condition, but subject to such ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition as TENANT is

not required to restore or remedy under other terms and conditions of this Agreement, and pursuant to all applicable federal, state, and local laws.

36. SUCCESSORS AND ASSIGNS: The covenants, provisions, and agreements herein contained shall in every case be binding upon and inure to the benefit of the Parties hereto respectively and their respective heirs, executors, administrators, successors and assigns, as applicable, except that the right of the TENANT to assign TENANT'S interest under this Agreement is and shall be subject to the written consent of the LANDLORD as hereinabove provided, which provision it is not intended to waive, qualify or alter in any manner whatsoever by this clause or any other clause herein referring to assigns.

37. RADON GAS: Radon is a natural 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 the County Public Health Department.

38. PUBLIC ENTITY CRIME ACT: The LANDLORD is directed to the Florida Public Entity Crime Act, § 287.133, Florida Statutes, as amended from time to time, and the TENANT'S requirement that the LANDLORD comply with it in all respects prior to and during the term of this Agreement.

39. BROKER: LANDLORD and TENANT each warrant to the other that they have not dealt with any broker or agent in connection with the negotiation or execution of this Agreement except for LANDLORD'S broker. RMC Ross Realty, Inc. LANDLORD shall be responsible for 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 Agreement.

40. JURY WAIVER: LANDLORD and TENANT waive trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of or in any way connected with (i) this Agreement, (ii) the relationship of LANDLORD and TENANT, (III) TENANT'S use or occupancy of the Premises, or (iv) the right to any statutory relief or remedy.

41. ENTIRE AGREEMENT: This Agreement and the attached exhibits constitute the entire Lease Agreement between LANDLORD and TENANT with respect to the subject matter hereof. No prior written, contemporaneous or subsequent oral promises or representations shall be binding. This Agreement shall not be amended or changed except by written instrument signed by both Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have hereunto executed this Lease Agreement as of the date fully executed below.

ATTEST:

TENANT:

KEN BURKE  
Clerk of the Circuit Court

PINELLAS COUNTY, FLORIDA, by and  
through its Board of County Commissioners


By: \_\_\_\_\_  
Deputy Clerk  
Date: \_\_\_\_\_, 2015

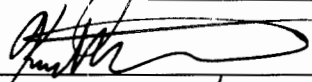
By: \_\_\_\_\_  
John Morroni, Chairman  
Date: \_\_\_\_\_, 2015

(OFFICIAL SEAL)

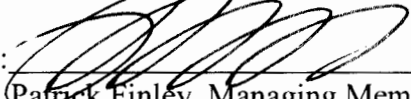
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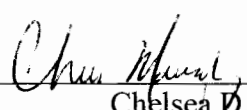
LANDLORD:

  
Print Name: Manko Zlatic

  
Print Name: Kevin Stockenrath

OMNI BUSINESS CENTER, LLC

By:   
Patrick Finley, Managing Member  
Date: 6-2, 2015

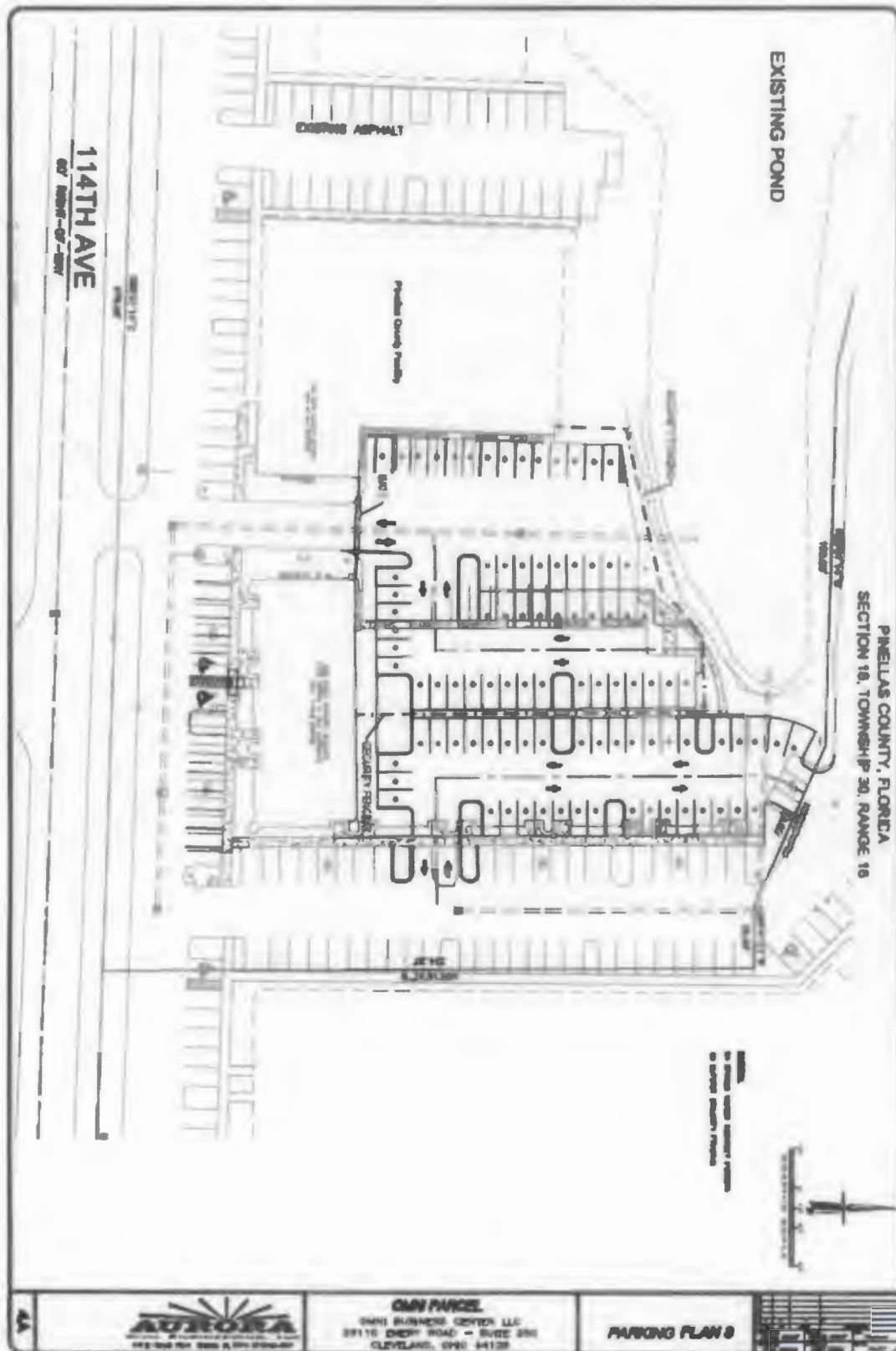
<b>APPROVED AS TO FORM</b>	
OFFICE OF THE COUNTY ATTORNEY	
By:	 Chelsea D. Hardy
Title:	Asst. County Attorney



## Premises and Business Center



**Exhibit "B"**  
Secured Parking



**Exhibit "C"**  
**Rules and Regulations**  
**May 2015**

**ADVERTISING:** Landlord shall have the right to prohibit any advertising by any Tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

**CLOSING AND LOCKING DOORS:** If Tenant is given access to the Building during other than regular Building hours, Tenant is responsible for closing and securely locking all exterior doors used by Tenant in entering and/or leaving the Building.

**DISPLAYS:** No sign, fixture, advertisement or notice shall be displayed, inscribed, painted or affixed by any Tenant without written consent of the Landlord and then only of such color, size, style and material as shall be first specified by Landlord. No showcase shall be placed in front or in the lobbies or corridors of said Building, and Landlord reserves the right to remove all showcases so placed and all signs other than those above provided for, without notice and at the expense of the Tenant responsible for same.

**DOORS AND WINDOWS:** . The water closets and other apparatus shall not be used for any purpose other than for which they are constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. Any damage resulting to them from such use shall be borne by the Tenant who shall cause it.

**FLAMMABLE MATERIALS:** No Tenant shall do or permit anything to be done in said Premises or bring or keep anything therein which conflict with the laws relating to fires or with the regulations of the fire department upon said Building or any part thereof, or conflict with any of the rules or orders of the Board of Health or which the statutes of the State of Florida or of the United States or ordinances of the city in which the Premises are located or use the Premises for any illegal or immoral purposes.

**FURNITURE OR EQUIPMENT REMOVAL AND DELIVERIES:** Moving or delivery of furniture, trade fixtures and equipment, and freight by or for Tenant shall be done at such times and in such manner as may be required by Landlord. Landlord shall not be liable to Tenant or to any other person for loss of, or damage to, any furniture, trade fixtures and equipment, or other personal property. There shall not be used in said Premises, or in the public space of the Building, either by Tenant or by jobbers or others, in the delivery or receipt of merchandise, any hand trucks except those equipped with rubber tires and side guards.

**EXTERIOR SIGNS:** All exterior signs on doors or windows must be installed by Landlord or someone designated by it, and the actual cost thereof shall be paid by The Tenant when same shall be done, to the Landlord or person doing the painting, and all such signs are so placed at the risk of the Tenant. All signs, etc., shall be erased and removed from the Premises at the end of the tenancy by the Tenant responsible for same, or Landlord may cause such erasing and removing to be done at the expense of such Tenant. No Tenant shall install or cause to be installed without Landlord's consent any shades or blinds and their color, materials, shape, style and size shall be described by Landlord. No awning or screen shall be installed by Tenant without Landlords prior written consent.

**LOCKS:** Upon the termination of the tenancy herein provided, Tenant shall surrender all keys received by the Tenant.

**MACHINERY:** Tenant shall not unlawfully install or operate any steam or internal combustion engine, boiler, machinery, refrigerating or heating device or air-conditioning apparatus in or about said Premises.. All equipment of any electrical or mechanical nature shall be placed in settings which absorb and prevent vibration, noise, or annoyance, or the spillage or leakage of fluids, oils or grease on the floors of said Premises.

**NOISES AND OTHER NUISANCES:** Tenant shall not make or permit any unreasonable noise or odor to emanate from said Premises, and shall not create or maintain a nuisance therein, and shall not disturb, solicit or canvass any occupant of the Building, and shall not do any act tending to injure the reputation of the Building. Tenant shall not unlawfully install or operate any musical instrument, radio or television receiver or similar device in the Premises.

**OPEN WINDOWS:** Tenant must not leave their windows open when it rains and, when leaving Premises at close of business or unoccupied at any time, shall close windows and lock doors and for any default or carelessness in these respects or any of them for damages resulting from such default or carelessness. No windows shall be left open when air-conditioning is in operation.

## **Exhibit "C"**

### **Rules and Regulations Cont'd**

**PUBLIC AREAS:** The Common Area sidewalks, entrances, passages, elevators and staircases shall not be obstructed or used for any other purpose than ingress and egress.

**PUBLIC CORRIDORS:** The Tenant shall instruct its agents, employees, or co-tenants not to use the Common Area hallways, corridors or stairwells for loitering, lounging or public gathering.

**SAFES OR HEAVY ARTICLES:** Tenant shall not overload any floor. Landlord may, but shall not be required to, direct the routing and placement of safes and other heavy articles. Safes, furniture and all large articles shall be brought into said Premises or removed therefrom at the Tenant's sole risk and responsibility.

**SOLICITORS:** Landlord reserves the right, but shall not be held obligated, to exclude or eject from the Building any or all solicitors, canvassers or peddlers, and any persons conducting themselves in such a manner as in the sole judgment of Landlord constitutes an annoyance to any of the tenants of the Building or an interference with Landlord's operation of the Building, or who are otherwise undesirable.

**TELEGRAPHS, ANTENNAE, ETC.:** No electrical wires, telegraphs, call boxes, antennae, aerial wires, cable, satellite dishes or other electrical equipment or apparatus shall be installed outside the Building without approval of Landlord.

**Exhibit "D"**

**SAMPLE**

**TENANT'S ACCEPTANCE CERTIFICATE**

\_\_\_\_\_, 2015

Pinellas County Real Property Division  
Real Estate Management Department  
509 East Avenue South  
Clearwater, FL 33756

Re: Lease Agreement dated \_\_\_\_\_, 2015 ("Lease"), by and between **Omni Business Center, LLC**, an Ohio limited liability company ("**Landlord**"), and **Pinellas County**, a political subdivision of the State of Florida ("**Tenant**") for 7421 114<sup>th</sup> Avenue North, Largo, Florida 33773, containing approximately 17,953 rentable square feet (the "**Premises**").

In accordance with the terms and conditions of the Lease, Tenant accepts possession of the Premises. acknowledges that the Premises are suitable for Tenant's permitted use and agrees:

1. The Commencement Date is \_\_\_\_\_, 2015.
2. The Expiration Date is \_\_\_\_\_, 2020 (unless renewed by Tenant pursuant to the terms of the Lease).
3. The Landlord Improvements and Tenant Improvements required of Landlord under the Lease have been completed in all respects, except for the punch list items, if any, described on Schedule 1 attached hereto.

Please acknowledge your acceptance of possession and agreement to the terms set forth above by signing below.

**OMNI BUSINESS CENTER, LLC**

By: \_\_\_\_\_  
Patrick Finley, Managing Member

Agreed and Accepted as of the Date Below:

**PINELLA COUNTY**

By: \_\_\_\_\_  
Sean Griffin, Real Property Division Manager

Date: \_\_\_\_\_

**Attachments by Tenant:**  
**Schedule 1 – Punch List**

**Exhibit “E”**  
Annual Base Rent\*

**Initial Term**

<b>Lease Months</b>	<b>Base Rent per RSF</b>	<b>Period Rent</b>	<b>Monthly Installment</b>
1-12	\$15.40	\$276,476.20	\$23,039.68
13-24	\$15.86	\$285,246.35	\$23,770.53
25-36	\$16.34	\$293,352.02	\$24,446.00
37-48	\$16.83	\$302,148.99	\$25,179.08
49-60	\$17.33	\$311,125.49	\$25,927.12

**First Renewal Term – OPTION 1\*\***

<b>Lease Months</b>	<b>Base Rent per RSF</b>	<b>Period Rent</b>	<b>Monthly Installment</b>
1-12	\$15.40	\$276,476.20	\$23,039.68
13-24	\$15.86	\$285,246.35	\$23,770.53
25-36	\$16.34	\$293,352.02	\$24,446.00
37-48	\$16.83	\$302,148.99	\$25,179.08
49-60	\$17.33	\$311,125.49	\$25,927.12

**First Renewal Term – OPTION 2\*\*\***

<b>Lease Months</b>	<b>Base Rent per RSF</b>	<b>Period Rent</b>	<b>Monthly Installment</b>
1-12	\$15.88	\$285,093.64	\$23,757.80
13-24	\$16.34	\$293,352.02	\$24,446.00
25-36	\$16.82	\$301,969.46	\$25,164.12
37-48	\$17.31	\$310,766.43	\$25,897.20
49-60	\$17.81	\$319,742.93	\$26,645.24

\*Plus all applicable Florida taxes

\*\*Option 1 excludes a tenant improvement allowance

\*\*\*Option 2 includes a tenant improvement allowance of \$2.00 per RSF (to be used within 6 months of commencement of First Renewal Term)



**Exhibit "F"**

**Building 7411 Demolition**





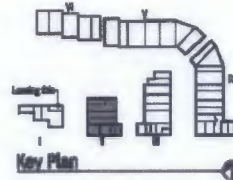
# PINELLAS COUNTY

OMNI BUSINESS CENTER  
BUILDING II

7421 114th AVENUE NORTH

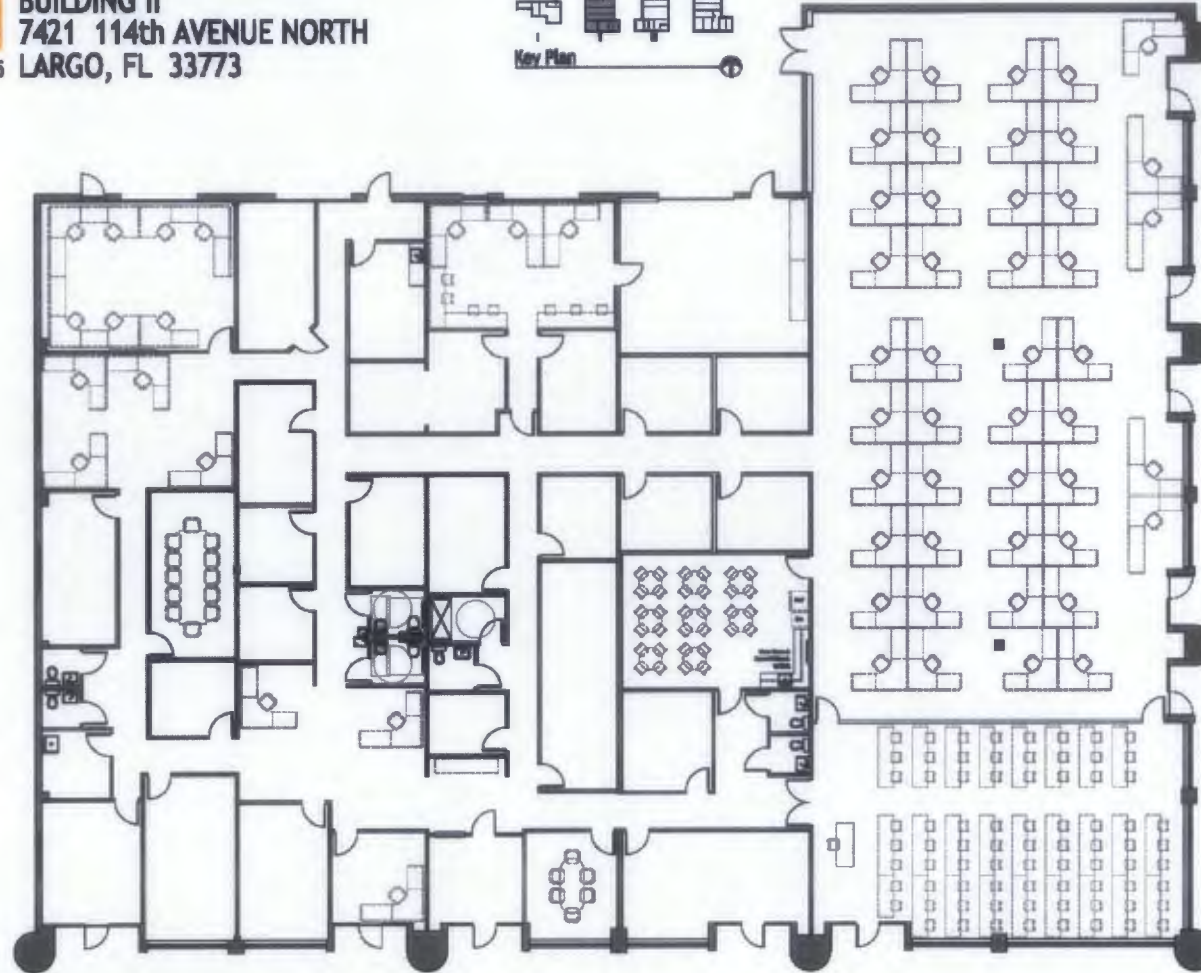
LARGO, FL 33773

Date: 04.20.15

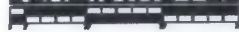


ARCHITECTS  
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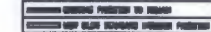
Exhibit "G"  
Space Plan



SCHEMATIC FLOOR PLAN



Wall Legend





## Exhibit "H"

### Tenant Improvements

LANDLORD provided "Turn-Key" Tenant Improvements shall be constructed using building standard finished as described herein and in accordance with the Space Plan. LANDLORD may repurpose existing materials located within the Premises if the material is in like new condition or can be restored to like new condition and is not significantly different than current building standard specifications. Notwithstanding the foregoing, if the Tenant Improvements specifies that new material will be used then brand new material shall be used to complete that specific Tenant Improvement. All Tenant Improvements completed by LANDLORD and its subcontractors, including all existing material, shall have a warranty of twelve (12) months from the Commencement Date for all material and labor.

1. Preliminary Plans. LANDLORD shall prepare final working drawings and outlined specifications for Tenant Improvements, based on the specifications set forth in this exhibit and the Space Plan attached to the Agreement as **Exhibit "G"** and submit consistent plans and specifications to TENANT for its approval as soon as reasonably possible after execution this Agreement. TENANT shall have the right to make minor changes to the Space Plan, however, once approved by TENANT the final working drawings and specifications shall fully supersede the preliminary Space Plan and specifications, and shall be submitted to a contractor of LANDLORD'S choosing for pricing, and LANDLORD shall subsequently prepare a schedule (the "**Final Cost Schedule**") itemizing the costs associated with the final working drawings including the amount by which, if any, the costs exceed the Tenant Improvement Allowance. Within seven (7) business days of receipt of the plans and specifications, along with the Final Cost Schedule from LANDLORD, TENANT shall notify LANDLORD, in writing (i) of any adjustments to the specification or finishes, which shall not be construed as an addition, alteration or change order to the specification or finishes, or (ii) its approval of same, failing which, Landlord's submissions shall be deemed approved. If TENANT elects to make adjustments to the specification or finishes, then LANDLORD will update the Final Cost Schedule as appropriate and resubmit the Final Cost Schedule, plans and specifications for TENANT'S approval. Within three (3) business days of receipt of the revised plans and specifications, along with the revised Final Cost Schedule from LANDLORD, TENANT shall notify LANDLORD, in writing (i) of any adjustments to the specification or finishes, which shall not be construed as an addition, alteration or change order to the specification or finishes, or (ii) its approval of same, failing which, Landlord's revised submissions shall be deemed approved. Such three (3) business day approval process shall thereafter apply to any subsequent requested revisions as well. TENANT shall have the right to disapprove such drawings and specifications if they materially differ from the plans and specifications attached hereto. TENANT shall have the right to disapprove the Final Cost Schedule if it exceeds the Tenant Improvement Allowance by more than 1%. If TENANT disapproves such drawings and specifications, and/or the Final Cost Schedule, LANDLORD and TENANT shall promptly meet in an attempt to resolve any dispute regarding such drawings and specifications and/or Final Cost Schedule. Final working drawings and specifications prepared in accordance with this Agreement and approved by LANDLORD and TENANT are hereinafter referred to as the "**Final Plans.**"

2. Construction Changes. The Final Plans agreed upon by LANDLORD and TENANT shall be submitted by LANDLORD or LANDLORD'S contractor to the local governmental body for plan checking and the issuance of a building permit. LANDLORD, with TENANT'S cooperation, shall cause to be made to the Final Plans any changes necessary to obtain the building permit. LANDLORD'S obligation to prepare the Premises for TENANT'S occupancy is limited to the completion of the Final Plans incorporating Tenant Improvements and Landlord Improvements.

## Exhibit "H"

### Tenant Improvements Cont'd

LANDLORD shall not be required to furnish, construct or install any items not shown thereon. After final approval of the Final Plans by applicable governmental authorities, no further changes may be made thereto without the prior written approval of both LANDLORD and TENANT. Additional work or upgrades will be performed pursuant to written change orders executed by both parties. If TENANT, however, requests in writing any change, addition or alteration ("**Change Orders**") in such plans and specifications or in the construction of Tenant Improvements, and, if LANDLORD approves the proposed Change Orders, LANDLORD shall notify TENANT of the cost to perform the Change Order and TENANT shall pay to LANDLORD such cost to perform such Change Order plus an amount equal to five percent (5%) of such cost before LANDLORD shall perform the Change Order.

Any delay caused by TENANT'S request for any Change Orders or from the construction of any Change Orders shall not, in any event, delay the Commencement Date, which shall occur on the date it would have occurred but for such Changes.

3. Tenant's Representative. TENANT has designated Kimberly Circello as its primary point of contact regarding Tenant Improvements and LANDLORD Improvements.

4. Landlord's Representative. LANDLORD has designated John Schiavoni as its sole representative with respect to the matters regarding Tenant Improvement and LANDLORD Improvement herein, who, until further notice to TENANT, shall have full authority and responsibility to act on behalf of the LANDLORD as required for Tenant Improvements and LANDLORD Improvements.

5. Tenant's Failure to Pay. Failure by TENANT to pay any sums exceeding the Tenant Improvement Allowance, as may be authorized and approved by TENANT pursuant to approval of Final Plans, due in full within ten (10) business days after receipt of an invoice for such sums shall constitute a material breach of this Agreement by TENANT, giving rise to all remedies available to LANDLORD under this Agreement and at law for nonpayment of rent. Further, any delays in substantial completion resulting from failure by TENANT'S to pay shall not, in any event, delay the Commencement Date, which shall occur on the date it would have occurred but for such failure to pay.

6. Other Delays. If LANDLORD is unable to deliver possession of the Premises on the Commencement Date by reason of delay caused by any alteration or construction work, or for any other reason not attributable to fault on the part of TENANT, TENANT shall not be required to commence payment of any form of Rent due under this Agreement until LANDLORD has delivered possession of the Premises to TENANT. However, nothing set forth in this subsection will operate to extend the term of this Agreement and such abatement will be the full extent of LANDLORD'S liability to TENANT on account of any such delay.

Any delay in the construction of Tenant Improvements caused by (i) TENANT'S request for materials, finishes or installations other than the standard materials, finishes, or installations provided by LANDLORD from time to time in its sole discretion, or (ii) TENANT'S failure to timely review and approve plans, or (iii) the performance or non-performance of any work by TENANT or its employees, contractors or agents, or (iv) any other delay requested or caused by TENANT shall not, in any event, delay the Commencement Date, which shall occur on the date it would have occurred but for the matters set forth above as determined by LANDLORD'S architect or general contractor.

## **Exhibit "H"**

### **Tenant Improvements Cont'd**

#### **Interior Partition Walls:**

- a) New Partition Walls to dropped ceiling; 25 gauge metal studs @ 16" or 24" o.c. with 5/8" drywall taped and sanded, ready for paint.
- b) Construct approximately 25 lineal feet of New Partition Wall to the roof deck in the TOU Workshop.

#### **Existing Partition Walls, Demising Walls to Roof Deck or Bottom of Truss:**

- a) Existing Partition Walls and Demising Walls shall be repaired and sanded, ready for paint.

#### **Ceilings:**

- a) New ceiling grid will best match existing ceiling grids in height and direction.
- b) Demo all existing ceiling tiles and clean the grid as needed.
- c) All areas, except for TOU Workshop, Equipment Storage, and TOU Storage, ceilings shall be new Celotex BET 197, 2' x 4' lay in reveal/tegular edge acoustical tile or comparable ceiling at 9'0" a.f.f.
- d) Ceiling in the Evidence, Equipment Storage, and TOU Storage shall be 9'0" a.f.f. 5/8" drywall taped and sanded, ready for paint.
- e) Ceiling in TOU Workshop shall be open to the deck
- f) Demo ceiling grid from demising wall to demising wall in the area in and around the Meth Equipment, Multi Media Technicians, and near by bathrooms. and replace it with new grid at 9'0" a.f.f. in a direction that best matches existing grids.

#### **Interior Doors:**

- a) Interior Doors: 3'-0" x 6'-8" solid core Birch veneer, metal knock down jambs and Schlag AL Series Brushed Aluminum commercial rated lever hardware or comparable.
- b) K-9 Dogs office shall have a split door.

#### **Painting:**

- a) All Interior Drywall Walls: finished with two (2) coats Sherwin Williams latex paint (flat). TENANT to select color(s). TENANT allowance of two (2) wall/trim color. .
- c) All Doors and Frames: Doors are finished with one (1) coat Sherwin Williams stain and two (2) coats of clear Polyurethane. Frames are finished with two (2) coats of Sherwin Williams Semi-Gloss paint. TENANT to select paint colors.

#### **Floor Covering:**

- a) Throughout the Premises except for the Lobby, New Standard Floor Covering per TENANT's choice of either Interface carpet squares or Armstrong 12 x 12 vinyl squares, and Roppe 700 series cove base.. Lobby's new floor covering shall be Armstrong Striation BBT with BioSlide 12 x 24 1/8" vinyl flooring.
- b) TENANT to select all floor colors.

#### **Electrical:**

- a) If in good working order and condition, existing electrical outlets, switches, and lighting fixtures shall be utilized where possible. All new lighting fixtures shall be 2'x4' lay in Toffer fixture, fluorescent tubes, type T8 electronic ballasts and acrylic lens fixtures.
- b) All single pull toggle switches, electrical outlets, non-dedicated GFI outlets, and dedicated circuit outlets shall be installed as necessary to accommodate TENANT'S needs.

## **Exhibit "H"**

### **Tenant Improvements Cont'd**

#### **Heating, Ventilating and Air Conditioning:**

- a) All areas of the Premises will be air conditioned
- b) If in good working order and condition, existing HVAC system will be utilized with appropriate number of heating, ventilating and air conditioning vents.
- c) Any unutilized HVAC systems will be removed and the area repaired as needed.
- d) As needed, new HVAC systems shall be installed to accommodate the floor plan in Exhibit E (and per final approved working drawings) with appropriate number of heating, ventilating and air conditioning vents to provide uniform heating and cooling.
- e) Inspect and fully service existing HVAC systems including new filters.
- f) Air conditioning units shall provide 1 ton of cooling per every 350 square feet.
- g) Install new supplemental air conditioning in Wire Room, TOU Server, and Server Room.
- h) Install new exhaust fan in Evidence Room and TOU Workshop with on/off switch.

#### **Life and Fire Safety System:**

- a) Rework as needed to accommodate Space Plan and current code requirements.

#### **Restrooms and Shower:**

- a) Restrooms and Shower will be remodeled or constructed with the following finishes:
  - i. All new flush tank water toilets and new wall mounted sinks in each water closet. American Standard, Crane, or equivalent; color white.
  - ii. One (1) new ceiling exhaust fan in each water closet and shower area.
  - iii. One (1) wall mounted light fixture in each water closet. Standard allowance a maximum of \$75.00 per fixture.
  - iv. One (1) new manual towel dispenser in each water closet
  - v. One (1) new manual soap dispenser in each water closet
  - vi. One (1) new toilet paper holder in each water closet.
  - vii. One (1) new 24" x 36" x 1/4" mirror with metallic seamed edges in each.
  - viii. One (1) automatic door pull
- b) One (1) new electric water heater will be provided to serve the shower and break room area.
- c) Install one new set of water fountains
- d) Shower surround material to be determined and agreed upon by the Parties.
- e) TENANT to select all colors.

#### **Break Room and Evidence Room:**

- a) New Break Room Sink: LANDLORD shall provide one (1) 20" x 24" x 6" stainless single bowl sink. This does not include cabinets or counter tops (see below).
- b) All New Cabinets: In accordance with the Space Plan. TENANT to select finish from LANDLORD'S building standard cabinets.
- c) All new Counter tops: TENANT to select from LANDLORD'S building standard finishes.
- d) New Break Room Faucet shall be American Standard or comparable single lever handle
- e) Install waterline and drain for ice making machine

#### **Exterior Windows and Doors:**

- a) Doors that are not required by code or not used in the Space Plan shall be locked shut and have the push handles removed.
- b) All doors and windows shall have horizontal blinds except in the Training Room, Detective Workstation area, and Lobby. Areas without blinds shall have the windows frosted thereby blocking the ability to view inside the building during the day or night..

## **Exhibit "H"**

### **Tenant Improvements Cont'd**

#### **Roll-up Doors:**

- a) Inspect and repair existing roll-up door in TOU Workshop, restore to good working order and condition.

#### **Power Gate & Fencing Secured Parking:**

- a) Install six foot high PVC tongue and grove fence per Exhibit B. Install test and adjust 12' wide cantilever gate for PVC, electric operation and associate keypads, controls, bollards, in-ground safety loops, timer to close, photo safety eye, close alarms and battery back-up, and all other necessary equipment.

Gate System Product List:

Viking L3 Slide Gate Operator

DITEK Surge Suppressor – 120/240V

Northstar – Plug in Loop Detector

Omron E3K Photo Cell w/3" Reflector (36")

- b) Install two (2) 4' single swing gates and locks.

## **Exhibit "I"**

### **HVAC Maintenance**

All Maintenance Agreements shall provide for regular periodic inspections and service of the HVAC system no more than four (4) times each year during the term, including the following:

- Adjust belt tension, if applicable
- Lubricate all moving parts, as necessary
- Inspect and adjust all temperature and safety controls
- Check refrigeration system for moisture
- Inspect compressor oil level and crank heaters
- Check head pressure, suction pressure and oil pressure
- Inspect air filters and replace when necessary
- Check space conditions
- Check condensate drains and drain pans and clean, if necessary
- Run machine through complete cycle
- Clean evaporative and condensing coils, annually
- Inspect and replace, if necessary, all belts
- Check thermostat operation
- Inspect and repair, as necessary, the heating elements
- Any and all other items as recommended by the manufacturer of the unit(s)



# LOCATION MAP

