Leasing and Licensing Procedures for Bank of America, Huntington Oaks, and the Gadsden Street Lot

Approved by County Attorney's Office for Legal Sufficiency	**Signature:** Daniel J. Rigo	**Date:** 3/30/10
Approved by County Administrator	**Signature:**	**Date:** 3/31/10

County Administrator designates the Deputy County Administrator, Assistant County Administrator and the Senior Assistant to the County Administrator to perform the following in accordance with these Procedures: Approve Marketing Plan and Report of Fair Market Rent before Rentable Property is Advertised (III.A.3 and III.B.4); Approve Intent to Award (IV.E.8); Determine during Protests of Bid Openings or Protests of Award of Leases that the execution of the Lease Agreement without delay is necessary to protect the substantial interest of the County (IV.E.9); Execute Lease Agreements and License Agreements to the extent of the County Administrator's authority delegated by Board Policy 03-01 and in accordance with these Procedures (IV.G and 0):

County Administrator's Signature: _____ **Date:** 3/31/10

County Administrator designates the Facilities Management Director and the Assistant County Administrator to cancel an ITB in whole or in part when it is in the best interest of the County (IV.C.3); Execute Parking Space License Agreements to the extent of the County Administrator's authority delegated by Board Policy 03-01 and in accordance with these Procedures (VIII.E):

County Administrator's Signature: _____ **Date:** 3/31/10

County Administrator designates the Facilities Management Director and the Facilities Operation Manager as Property Managers for the BOA, with assistance from private brokers and consultants as determined, in consultation with the Assistant County Administrator, to be in the best interest of the County. The County Administrator further authorizes the Assistant County Administrator to perform the services of Property Manager.

County Administrator's Signature: _____ **Date:** 3/31/10

I. SCOPE, PURPOSE, AUTHORITY

A. Scope -- The procedures contained herein govern the procedures for the conveyance of any leasehold interest or other right of possession of any part of the following:

1. Bank of America Plaza (BOA), as defined hereinbelow;
2. Huntington Oaks Plaza (Huntington Oaks), as defined hereinbelow; and
3. The Gadsden Street Lot, as defined hereinbelow.

B. Purpose -- The purposes for these procedures are:

1. To meet the requirements of the referenced policy that the County Administrator develop written procedures to govern the conveyance of any leasehold or other right of possession of any BOA or Huntington Oaks real property.

2. To provide the procedures by which the County will enter into License Agreements for parking at the BOA or at the Gadsden Street Lot.

C. **Authority** – These Procedures are authorized by the following, as may be amended from time to time. Should there be discrepancies or conflicts between Board policy and these procedures, the policy shall prevail.
1. Policy No. 03-01, Approval Authority for the Acquisition, Disposition, and Leasing of Real Property;
2. Leon County's Administrative Code;
3. Board action taken during its regular meeting of January 27, 2004, which authorized the County Administrator, or his designee, to set parking license agreement rates for the Parking Lot and to enter into parking license agreements in a form approved by the County Attorney's office;
4. Board action taken during its July, 2008 Budget Workshop, and subsequently ratified, which authorized the County to absorb the property management responsibilities for the BOA effective October 1, 2009; and
5. Board action taken during its September 8, 2009 meeting, which authorized staff to accept the assignment of the Property Management & Leasing Agreement with TALCOR.

II. DEFINITIONS:

A. **Advertise** – Publishing in the Tallahassee Democrat a public notice calling for bids for leasing from the County real property so advertised to be leased, and placing such notice on the County's website.
B. **Bid Form** – The form included in the ITB to be delivered by a Responsive Bidder in accordance with the ITB.
C. **Bid Tabulation Sheet** – The form prepared by the Property Manager on which is tabulated in summary format the information from the Bid Forms which responds to the specific criteria contained in the ITB.
D. **Bid Record** – The written record of the bid process containing copies of the timely delivered Bid Forms, the Bid Tabulation Sheet, and any and all other documentation in accordance with these Procedures.
E. **Bid Report** – The written report prepared by the Property Manager containing the Bid Record and the Property Manager's recommendation of the highest and best of the Responsive Bidders.
F. **Bank of America Plaza (BOA)** – County-owned office plaza and parking garage having an address at 315 S Calhoun Street, Tallahassee, Florida. The BOA is also commonly referred to as the Courthouse Annex.
G. **Board** – The Leon County Board of County Commissioners.
H. **Closed ITB** – An ITB for which ITB Closing has occurred.
I. **Fair Market Rent** – The reasonable rental rate and other related terms applicable to the conveyance of any leasehold interest or right of possession of BOA or Huntington Oaks real property, as estimated by the Property Manager subject to approval of the County Administrator or his designee.

J. **Gadsden Street Lot** – County-owned surface parking lot, having an address at 745 South Gadsden Street, Tallahassee, Florida (located behind the BOA).

K. **Huntington Oaks Plaza (Huntington Oaks)** – County-owned multi-unit shopping plaza having an address at 3840 North Monroe Street, Tallahassee, Florida.

L. **Initial Deadline** - Unless otherwise stipulated in the ITB, an ITB remains open for receipt of Bid Forms until the ITB Closing. The Initial Deadline is the earliest time period that the Bid Forms may be opened, a Bid Report recommending acceptance of a bid or Intent to Award prepared, and ITB Closing may occur, unless the ITB is otherwise cancelled.

M. **Instructions to Bidders (ITB)** – A written solicitation for sealed competitive bids used for the conveyance of any leasehold interest in BOA or Huntington Oaks real property and containing the suites available for lease, the Bid Form to be delivered by the Responsive Bidder, and the criteria and other requirements for delivery of the Bid Form.

N. **Intent to Award** – The form prepared by the Property Manager on which is listed the recommendations of which of the Responsive Bidders should be awarded Lease Agreements as the highest and best Responsive Bidders.

O. **ITB** – See "Instructions to Bidders."

P. **ITB Closing** – When an ITB is fully closed, the ITB becomes a Closed ITB, and no additional Bid Forms will be received in response to the Closed ITB. ITB Closing may occur as a result of full cancellation of an ITB, the receipt of a Bid Form the Property Manager has determined to be reasonable and the Intent to Award prepared and approved, or other reasons determined by the Property Manager to be in the best interest of the County. When an ITB was developed for more than one Rentable Property, and Bid Forms have not been received or accepted for all of the Rentable Properties listed in the ITB, the Property Manager may close a portion of the ITB and modify the ITB to reflect the remaining Rentable Properties; such action is not considered "ITB Closing."

Q. **Lease Agreement** – An agreement giving the lessee the exclusive right to occupy real property in exchange for consideration. A lease transfers to the lessee a leasehold interest in the real property and, unless provided in the lease, is transferable and irrevocable.

R. **License Agreement** – An agreement giving permission of a real property owner to an individual or entity to use such real property for a specified purpose. Unlike a lease, it does not transfer any interest in the real property. It is personal to the licensee and an attempt to transfer the license may terminate it. It is usually revocable and can either be exclusive or non-exclusive. Parking and facility use agreements are common examples.

S. **Notice** – The written notification of the ITB, in a form approved by the County Attorney's office, which is Advertised to inform the public of the availability of real property for lease at the BOA or Huntington Oaks and inviting any interested parties to submit a Bid Form in accordance with the requirements of the ITB.

T. **Parking Spaces** - Any parking spaces located at the BOA or Gadsden Street Lot. Parking spaces at Huntington Oaks are not considered "Parking Spaces" under these Procedures.

U. **Procedures** – The written leasing and licensing procedures contained herein which govern the conveyance of any leasehold or other right of possession of any BOA or Huntington Oaks real property or Parking Spaces.

V. **Property Manager** – The individual(s) or entity(ies) retained or assigned by the County to lease and manage one or more of the following: BOA, Huntington Oaks, Gadsden Street Lot.

1. The Property Manager for Huntington Oaks is TALCOR;
2. The Property Manager for the BOA is the County and the County Administrator will designate the personnel authorized to serve as Property Manager for the BOA.
3. The Property Manager for the Gadsden Street Lot is the County and the County Administrator will designate the personnel authorized to serve as Property Manager for the Gadsden Street Lot.

W. **Protestor** - Any individual or entity who has delivered a Bid Form on or before ITB Closing and who is aggrieved with any of the Property Manager's or County's decisions or intended decisions regarding such ITB.

X. **Rentable Property** – BOA or Huntington Oaks real property, exclusive of Parking Spaces, for which there exists a high probability that a tenant can be found and for which the County Administrator or designee has determined that rental is appropriate. Pertinent factors to consider to determine if space is Rentable Property shall include the length of time the space is available for non-County purposes, location, condition, size, and the County's need to either renovate and/or occupy the space.

Y. **Responsive Bidder** – An individual or entity who has delivered a Bid Form on or before the deadline for delivery of Bid Forms specified in the ITB and whose Bid Form conforms in all material respects to the ITB.

III. DETERMINATION OF RENTABLE PROPERTY

A. Marketing Plan

1. The Property Manager shall develop a written plan (the Marketing Plan), which shall be updated at least annually at the direction of the County Administrator or designee, and which shall, at a minimum, include the following information:
   a. Any office or retail space, identified by suite number, which is currently available or will become available, within the period of time covered by the Marketing Plan, for Lease or for License by the County.
   b. A comparison of such available office or retail space with the renovation plans and space needs being considered or approved by the County.
   c. An indication of the manner in which such available office or retail space could be marketed along with estimations of the costs of such marketing and the potential revenue which could result.

d. Any updated information regarding any office or retail space which unexpectedly becomes available during the period of time covered by the Marketing Plan.
e. A recommendation of which of the available office or retail spaces should be considered Rentable Property.

2. The Property Manager shall forward the Marketing Plan to the County's Facilities Management Director. The Facilities Management Director shall review the Marketing Plan and forward his recommendations to the County Administrator or designee. The recommendations shall include a determination of which office or retail spaces shall be considered Rentable Property.
3. The County Administrator or designee shall give final approval of the Marketing Plan before any Rentable Property is Advertised.

B. Fair Market Rent

1. The Property Manager shall periodically determine a Fair Market Rent for BOA and Huntington Oaks Rentable Property based on factors including, but not limited to, the following:
   a. the length of time the office or retail space is available for rent;
   b. the location and size of the office or retail space;
   c. the physical condition of the office or retail space;
   d. the present or future market demands within the area for office or retail space with a similar highest and best use; and
   e. any other such factors deemed appropriate by the Property Manager.
2. The Property Manager's Fair Market Rent determination shall be provided to the Facilities Management Director in a report format sufficient to estimate the County's projected net revenue (rental income less tenant improvements and commissions). If appropriate, the Fair Market Rent may be presented by the Property Manager as being within an indicated range of value.
3. Upon review and approval by the Facilities Management Director, copies of the proposed report of Fair Market Rent shall be forwarded to the County Administrator or designee.
4. The County Administrator or designee shall give final approval of the report of Fair Market Rent before any Rentable Property is Advertised.

IV. LEASING OF RENTABLE PROPERTY - - THE BID PROCESS

A. Advertising the Notice

1. Upon the County Administrator's or designee's approval of the Marketing Plan and Fair Market Rent, the Property Manager shall prepare the Notice of ITB for the Rentable Property identified in the Marketing Plan and Advertise the Notice in accordance with these Procedures.
2. The Notice shall, at a minimum, include:
   a. A general announcement identifying the Rentable Property to be leased.
   b. The instructions for obtaining a copy of the ITB.

c. The location for the delivery of the Bid Forms and the Initial Deadline for such delivery, identified by date and time.
d. The location for the opening of the Bid Forms and the date and time for such opening.
e. Advisement that Bid Forms will be received until ITB Closing.

3. A sample Notice to be used by the Property Manager for guidance is provided as **Attachment #1**.
4. The Property Manager shall Advertise the Notice at least one day per week for two weeks in the Tallahassee Democrat.
5. The Property Manager shall forward a Notice to the County's MIS Division for placement on the County's website, with a request that the Notice shall run on the County's website until ITB Closing.

B. Preparing the Instructions to Bidders (ITB)

1. The Property Manager shall, in accordance with these Procedures, prepare the ITB for the Rentable Property identified in the Notice. A sample ITB to be used by the Property Manager for guidance is provided as **Attachment #2**.
2. The terms and conditions in the ITB shall, at a minimum, include the following:
   a. Initial Deadline, which shall not be earlier than two (2) County Business Days after the Advertisement has run in the Tallahassee Democrat.
   b. Notification that Bid Forms may be received until ITB Closing.
   c. A provision identifying the minimum acceptable insurance requirements for the Lease and notifying the Responsive Bidder that additional insurance may be required depending upon the use of the space under the Lease.
   d. Instructions for properly sealing and labeling a Bid Form for delivery.
   e. A Notice of Right to Protest provision that contains the following statements:
      (1) Protest of Bid Form Opening: Failure to file a Notice of Protest of Bid Form Opening within 72 hours after the posting of the Bid Tabulation Sheet shall constitute a waiver of proceedings under the County's Leasing and Licensing Procedures for the Bank of America, Huntington Oaks, and the Gadsden Street Lot.
      (2) Protest of Award of Lease Agreement: Failure to file a Notice of Protest of Award of Lease Agreement within 72 hours after the posting of the Intent to Award Lease Agreement shall constitute a waiver of proceedings under the County's Leasing and Licensing Procedures for the Bank of America, Huntington Oaks, and the Gadsden Street Lot.
3. The Property Manager shall forward a copy of the ITB to the County's MIS Division with a request that it be posted on the County's website in a manner sufficient to allow the public to print a copy for use in preparing the Bid Form for delivery.

C. Making Changes to the ITB

1. The Property Manager shall make no changes to the ITB after the Notice is Advertised, except with the written consent of the County's Facilities Management Director or the County Administrator.
2. Any such approved changes shall be made prior to the opening of the Bid Forms at the time of the Initial Deadline and shall be limited to a change in the Initial Deadline. In order to validly effect such changes, the Property Manager shall do the following:
   a. Provide notice of the change(s), as soon as practicable, to all individuals who are registered to receive any addenda to the ITB and procedures, and
   b. Request the County's MIS Division post the change, as soon as practicable, on the County's website.
3. An ITB may be canceled, in whole or in part, when it is in the best interest of the County as determined by the County Administrator or designee. Complete cancellation of an ITB shall be considered a form of ITB Closing.

D. Bid Form Opening and Tabulation

1. An authorized employee of Property Manager shall, in the presence of at least one other employee of the Property Manager and at a time as soon as practicably possible subsequent to the time specified in the ITB as the Initial Deadline, open the Bid Forms received.
2. Each Bid Form shall be opened, read aloud, and summarized on the Bid Tabulation Sheet. The Bid Tabulation Sheet shall, at a minimum, include the following information:
   a. The name of each Responsive Bidder;
   b. The information provided on the Bid Form in response to each of the specific criteria contained in the ITB; and
   c. Any other relevant information as may be deemed by the Property Manager to be helpful in evaluating the Bid Forms.
3. Immediately upon its completion, the Property Manager shall post the Bid Tabulation Sheet in its office on a bulletin board accessible for public viewing.

E. Evaluating Bid Forms and Awarding Lease Agreements

1. The Property Manager shall evaluate the summary of information on the Bid Tabulation Sheet, including the calculation of the Average Annual Net Rental Rate Over Term, and determine which of the Responsive Bidders is likely to be the highest and best.
2. If necessary, the Property Manager may contact a Responsive Bidder in order to clarify and confirm its understanding of the Responsive Bidder's proposed rental terms in the Bid Form. In the event such clarification and confirmation results in any changes to the information contained in the Responsive Bidder's Bid Form, the Property Manager shall clearly document such changes and include a written summary of such changes in the Bid Record.
3. Upon its determination of which of the Responsive Bidders are the highest and best, the Property Manager shall either: (a) advise the Facilities

Management Director that it is in best interest of the County to continue to receive Bid Forms and not issue an ITB Closing, or (b) forward to the Facilities Management Director the Intent to Award containing its recommendation of which of the Responsive Bidders should be awarded Lease Agreements as the highest and best Responsive Bidders.

4. The Facilities Management Director shall, as soon as practicably possible, review the recommendation to continue to receive Bid Forms or the Intent to Award, as applicable, and shall inform the Property Manager in writing of its approval, modification, or of the need for any additional information.
5. Upon receipt from the Facilities Management Director of the written approval to continue receiving Bid Forms, the Property Manager shall take appropriate actions to either:
   a. Continue the Notice on the County's website, and not issue an ITB Closing unless the ITB is subsequently cancelled or a Bid Form is subsequently received that is recommended for acceptance and an Intent to Award is prepared for the Facilities Management Director's consideration and is subsequently approved; or
   b. Close the ITB in part, if the ITB was for the lease of more than one Rentable Property and one or more, but not all, of the Responsive Bidders' Bid Forms are recommended for award. The Property Manager will be directed to:
      (1) Pursue the negotiation of a Lease Agreement(s) on the closed portion of the ITB; and
      (2) Update the Notice on the County's website to accurately reflect the Rentable Properties that continue to be available.
6. Upon receipt from the Facilities Management Director of the written approval of Intent to Award, the Property Manager shall post the approved Intent to Award in its office on a bulletin board accessible for public viewing.
7. Upon notifying the Property Manager of approving Intent to Award, the Facilities Management Director shall forward Intent to Award to the County Administrator for final approval.
8. Upon the County Administrator's, or designee's, approval of Intent to Award, the Property Manager shall take actions to issue an ITB Closing and finalize the form of the Lease Agreements for execution by the Responsive Bidder and the County Administrator, or designee, subject to the approval authority provided in Policy 03-01, Approval Authority for Acquisition, Disposition, and Leasing of Real Property.
9. No Lease Agreements shall be executed until after the expiration of the time period for the filing of any Protests of Bid Openings or of any Protests of Award of Leases. If any such protests have been filed, the execution of any Lease Agreements shall be stayed until all administrative remedies have been exhausted by the Protestor or until the County Administrator, or designee, makes a written determination that the execution of the Lease Agreement without delay is necessary to protect the substantial interests of the County.

10. After completion of the Bid Tabulation Sheet and Intent to Award, the Property Manager shall prepare the Bid Record to include the following:
    a. The names of the Property Manager employees that witnessed the opening and reading of the Bid Forms;
    b. The delivered Bid Forms;
    c. The Bid Tabulation Sheet;
    d. The Intent to Award;
    e. Date of ITB Closing;
    f. Any and all documentation received by the Property Manager during the reported bid process;
    g. Any and all other documentation prepared by the Property Manager during the reported bid process or otherwise pertaining to the reported bid process.
11. The original Bid Record shall be retained by the Property Manager and shall be open to public inspection, subject to reasonable scheduling, access and copying requirements in accordance with applicable state and federal law. A copy of the Bid Record shall be forwarded to and retained by the Facilities Management Director.

F. Preparing Lease Agreements – All Lease Agreements shall be prepared by the Property Manager in a format approved by the County Attorney's office (sample provided as **Attachment #3**) for execution by either the Board Chairman or the County Administrator, or designee, as appropriate under the approval authority set forth in Board Policy 03-01.

G. Approval of Lease Agreements – The Property Manager shall forward all proposed Lease Agreements to the County Attorney's office for review and approval of the form before forwarding the Lease Agreement to the Facilities Management Director for further review and approval. Upon approving the Lease Agreement, the Facilities Management Director shall coordinate the execution of the Lease Agreement by either the County Administrator, or designee, or the Board Chairman in accordance with the approval authority set forth in Board Policy 03-01, as may be amended form time to time.

V. PROTESTS OF DECISIONS DURING THE BID PROCESS

A. Right to Protest - Any individual or entity who has delivered a Bid Form on or before ITB Closing and who is aggrieved with any of the Property Manager's or County's decisions or intended decisions regarding such ITB may be considered a Protestor and shall have the right to utilize the protest process provided in these Procedures.

B. Definitions – As used in this Section, unless the context otherwise requires:
1. "County Business Day" means any day on which the Board of County Commissioners conducts regular business hours. A County Business Day

excludes any Saturday or Sunday, and any weekday, such as a holiday observed by the County, on which the Board of County Commissioners is officially closed for regular business.

2. "Notice of Protest" means the written notice which commences the protest process upon being delivered in accordance with these Procedures.
3. "Formal Written Protest" means the formal document which further details the basis of the protest and which continues the protest process, if necessary, upon being delivered in accordance with these Procedures.
4. An item shall be deemed "delivered" when it is received in the office of the Facilities Management Director at 1907 S. Monroe St., Tallahassee, Florida 32301.

C. Protest of Bid Form Opening and Tabulation – Any protest involving only the Property Manager's or County's decisions pertaining to the Bid Form Opening and Tabulation shall comply with the following procedure:

1. The Protestor shall, no later than 5:00 p.m. on the second County Business Day after the Property Manager posts the Bid Tabulation Sheet on its bulletin board, deliver to the Facilities Management Director a written Notice of Protest which shall, at a minimum, provide the following information:
   a. The name, address, and telephone number of the Protestor;
   b. The name, address, and telephone number of the Protestor's representative to whom notices may be sent;
   c. The name and number of the solicitation as provided in the ITB; and
   d. A brief factual summary of the basis of the protest.
2. Unless the protest has been resolved by mutual agreement, the Protestor shall, no later than 5:00 p.m. on the third County Business Day after the Protestor's delivery of the Notice of Protest, deliver to the Facilities Management Director a Formal Written Protest which shall, at a minimum, include the following:
   a. The name of the Protestor and the ITB involved;
   b. A plain, clear statement of the grounds on which the protest is based;
   c. A reference to any statutes, laws, ordinances, or other legal authorities which the Protestor deems applicable to such grounds;
   d. A specific request for relief to which the Protestor deems himself entitled by application of such authorities to such grounds; and
   e. The cash bond in the amount as set forth hereinafter.
3. Upon timely delivery of the Notice of Protest and the Formal Written Protest in accordance with these Procedures, the protest of a Bid Form Opening and Tabulation shall proceed as set forth herein.

D. Protest of Award of Lease Agreement – Any protest involving the Property Manager's or County's decision to award, or intent to award, a Lease Agreement to a Responsive Bidder considered to be the highest and best, shall comply with the following procedure:

1. The Protestor shall, no later than 5:00 p.m. on the second County Business Day after the Property Manager posts the Intent to Award on its bulletin board, deliver to the Facilities Management Director a written Notice of Protest which shall, at a minimum, provide the following information:
   a. The name, address, and telephone number of the Protestor;
   b. The name, address, and telephone number of the Protestor's representative to whom notices may be sent;
   c. The name and number of the solicitation as provided in the ITB; and
   d. A brief factual summary of the basis of the protest.
2. Unless the protest has been resolved by mutual agreement, the Protestor shall, no later than 5:00 p.m. on the third County Business Day after the Protestor's delivery of the Notice of Protest, deliver to the Facilities Management Director a Formal Written Protest which shall, at a minimum, include the following:
   a. The name of the Protestor and the ITB involved;
   b. A plain, clear statement of the grounds on which the protest is based;
   c. A reference to any statutes, laws, ordinances, or other legal authorities which the Protestor deems applicable to such grounds;
   d. A specific request for relief to which the Protestor deems himself entitled by application of such authorities to such grounds; and
   e. The cash bond in the amount as set forth hereinafter.
3. Upon timely delivery of the Notice of Protest and the Formal Written Protest in accordance with these Procedures, the protest of an award, or intent of an award, of a Lease Agreement shall proceed as set forth herein.

E. Waiver of Protest – the failure of a Protestor to timely file a Notice of Protest or, if necessary, a Formal Written Protest shall constitute a waiver of the right to protest utilizing the proceedings under this Section.

F. Cash Bond – In order to secure the Protestor's payment of any damages incurred by the County in successfully defending against a protest, the Protestor shall deliver as part of the Formal Written Protest a cash bond in accordance with the following requirements:
1. The cash bond shall be in the form of a cashier's check made payable to the Leon County Board of County Commissioners;
2. The cash bond shall be in an amount equal to the greater of the following:
   a. five percent of the total Fair Market Rent for the office space involved in the protest as calculated by the Property Manger over a term of three years; or
   b. $5,000.00 (FIVE THOUSAND and 00/100 DOLLARS).

VI. SETTLEMENT AND RESOLUTION OF PROTESTS

A. Written Decision by Facilities Management Director -- The Facilities Management Director shall have the authority, prior to commencement of an

action in court concerning a protest, to settle and resolve a protest of either a Bid Form Opening or of an Award of Lease Agreement in accordance with the following procedure:

a. The Facilities Management Director, or designee, shall, no later than seven calendar days after the delivery of the Formal Written Protest, attempt to resolve the protest prior to any further proceedings arising from the protest.
b. If the protest is not resolved by mutual agreement, the Facilities Management Director shall, no later than the seventh day after the delivery of the Formal Written Protest, issue a decision in writing on the merits of the protest.
c. The written decision shall, at a minimum, state the reasons for the decision and shall inform the Protestor of the right to further administrative appeal pursuant to these Procedures.
d. A copy of the written decision shall be mailed or otherwise furnished immediately to the Protestor and any other party intervening.

B. Administrative Appeal of Written Decision -- The written decision of the Facilities Management Director may be appealed by the Protestor to the Procurement Appeals Board in accordance with the following procedure:

1. The Protestor shall, no later than 5:00 p.m. on the third County Business Day after the Protestor's receipt of the written decision, deliver a formal written appeal to the Facilities Management Director.
2. The Facilities Management Director shall, no later than the second County Business Day after the receipt of a formal written appeal, notify the Director of Purchasing of such receipt.
3. Upon notification of the receipt by the Facilities Management Director of a formal written appeal, the Director of Purchasing shall coordinate the appeal through the Procurement Appeals Board as set forth in Section 5.13 of the Leon County Purchasing and Minority Business Enterprise Policy, as may be amended form time to time.
4. The decision of the Procurement Appeals Board shall be final.

C. Stay of Award of Lease Agreement During Protest and Appeal -- In the event of a timely delivery of a Notice of Protest or a Formal Written Protest, the Property Manager shall abate any further proceedings with regard to the award of a Lease Agreement for the office space involved in the protest until all administrative remedies have been exhausted pursuant to these procedures or until the County Administrator makes a written determination that the award of a Lease Agreement without delay is necessary to protect the substantial interests of the County.

D. Entitlement to Costs of Protest

1. If County Prevails:

a. If after completion of the protest process, or of any appellate court proceedings, the County should prevail, it shall be entitled to recover all court costs and damages as may be set forth in the final order or judgment, excluding attorney's fees.
b. Upon payment by the Protestor of such court costs and damages, the Protestor's cash bond shall be returned to the Protestor.

2. If Protestor Prevails:
   a. If after completion of the protest process, or any appellate court proceedings, the Protestor should prevail, the Protestor's cash bond shall be returned and the Protestor shall recover from the County all costs and damages as may be set forth in the final order or judgment, excluding attorney's fees, lost profits and bid preparation costs.

VII. LICENSING OF BOA RENTABLE PROPERTY

A. Licensing of BOA Real Property – The use of a License Agreements to allow for the possession and use of BOA Real Property, exclusive of parking spaces, shall be limited to the following situations:

1. Possession and use of an BOA office or retail space on a non-permanent basis; and
2. Possession and use of any BOA space for special-use or other extraordinary circumstances to be determined on a case-case basis.

B. Preparation of License Agreements – All License Agreements shall be prepared by the Property Manger in a format approved by the County Attorney's office under the approval authority set forth in Board Policy 03-01.

C. Approval of License Agreements – The Property Manager shall forward all proposed License Agreements for Rentable Property to the County Attorney's office for review and approval of the form before forwarding the License Agreement to the Facilities Management Director for further review and approval. Upon approving the License Agreement, the Facilities Management Director shall coordinate the execution of the License Agreement by either the County Administrator, or designee, or the Board Chairman in accordance with the approval authority set forth in Board Policy 03-01, as may be amended form time to time.

VIII. LICENSING OF PARKING SPACES

A. Applicability -- This Section shall be applicable to the licensing of parking spaces located at either the BOA Building or at the Gadsden Street Lot.

B. Determination of Rates -- No less than once per year, the Facilities Management Director, or designee, shall survey downtown Tallahassee parking rates to project

a reasonable monthly parking rate for the Parking Spaces. The proposed rate shall be forwarded to the County Administrator, or designee, for approval.

C. **Determination of Availability of Parking Spaces** – The Facilities Management Director, or designee, shall, after consideration of the needs of the County, determine the parking spaces available for license to the public on a month to month basis.

D. **Notification to Public of Availability of Parking Spaces** -- The Facilities Management Director, or designee, shall post signage, as appropriate, to notify interested persons of the availability for paid, licensed parking spaces and of the person to contact at the County for further information.

E. **Preparation of License Agreements** – All License Agreements shall be prepared in a format approved by the County Attorney's office (sample provided as **Attachment #4 and #5**) for execution by the County Administrator or designee and shall, at a minimum, include the following:
   1. A month-to-month term;
   2. Payment in advance by cash or check;
   3. A provision providing that the Lease Agreement not be assigned or transferred without the consent of the County Administrator, or designee;
   4. A requirement that all Licensees comply with all insurance provisions throughout the term of the License Agreement.

Attachments:
#1 – Sample Notice of Invitation for Bids (Notice)
#2 – Sample Instructions to Bidders (ITB)
#3 – Sample Lease Agreement
#4 – a. Sample BOA Parking License Agreement for BOA Tenant
b. Sample BOA Parking License Agreement for Individual Non-Tenant
#5 – Sample Parking Lot License Agreement for the Gadsden Street Lot.

INVITATION FOR BIDS
ON LEASE OF COUNTY PROPERTY

NOTICE is hereby given, pursuant to Section 125.35, Florida Statutes, that Leon County will be receiving sealed Bid Forms at the offices of the **Leon County Purchasing Division,** 2284 Miccosukee Road, Tallahassee, FL 32308, for the leasing of one or more suites located at the Bank of America Plaza, 315 South Calhoun Street, Tallahassee, FL 32301.

THE DEADLINE FOR DELIVERING THE SEALED BID FORM IS _____ AT 2:00 P.M. ANY BID FORM DELIVERED AFTER THE DEADLINE WILL BE RETURNED UNOPENED.

BIDDERS BE ADVISED that Leon County is specifically seeking bids that are based on the following criteria for individual and separate leases:

1. Intended use of the space to be leased.
2. Desired Term of the Lease (minimum of twelve months).
3. Proposed Rental Rate offered by Bidder, including annual escalations.
4. Tenant Improvement Allowance requested by Bidder.
5. Credit Worthiness of Bidder.

Leon County is seeking the highest and best bidder for lease(s) at the Bank of America Plaza. Leon County Board of County Commissioners reserves the right to accept or reject any and/or all Bid Forms in the best interest of the County.

The formal bid package, known as the Instructions to Bidders (ITB), may be obtained from and any inquiries are to be directed to:

Chris M. Keena, President
Florida Licensed Real Estate Broker
Advisors Real Estate Group, LLC
1334 Timberlane Road, Suite 6
Tallahassee, FL 32312
Phone: (850)-222-2373
Fax: (850)-907-8245

/s/ Bryan Desloge
Chairman, Board of County Commissioners
Leon County, Florida

/s/ Bob Inzer
Clerk of Circuit Court
Leon County, Florida

NOTE: To be advertised on _____, _____, 2009 and _____, _____, 2009.

SAMPLE

INSTRUCTIONS TO BIDDERS

INTRODUCTION

Pursuant to the provisions of Section 125.35, Florida Statutes, Leon County will be receiving sealed Bid Forms at the offices of **Leon County Purchasing Division, 2284 Miccosukee Road, Tallahassee, FL 32308** for the leasing of one or more suites located at the Bank of America Plaza. The Bank of America Plaza is an eight-story, multi-tenant facility with a three-story adjacent annex building and currently has professional office space available for lease. Responsive Bidders are to be advised that any and all lease(s) will be subject to the special conditions and requirements contained herein.

SUITES AVAILABLE FOR LEASE

The suites available for lease are identified as follows:

Suite 712: contains approximately 2,489 Rentable Square Feet.
Suite 830: contains approximately 8,057 Rentable Square Feet.
Suite 848: contains approximately 1,316 Rentable Square Feet.
Suite 850: contains approximately 1,610 Rentable Square Feet.

INSTRUCTIONS TO BIDDERS

To ensure acceptance of your Bid Form, please follow these instructions:

1. All Bid Forms and any other items required to be delivered pursuant to this Instructions to Bidders (hereinafter "this ITB") must be duly executed, if applicable, and delivered by hand, mail, or overnight delivery in a sealed envelope addressed as follows:

   Bid No: RE-09-_____ Bid Opening Date: _____, 2009 Time: 2:00pm EST
   Board of County Commissioners
   Leon County Purchasing Division
   2284 Miccosukee Road
   Tallahassee, Florida 32308

   Ensure that your return address is clearly indicated on the outside portion of your sealed envelope. In order to be considered a Responsive Bidder and be eligible for an award of a lease agreement, your sealed envelope must be received at the Bid Form Delivery Location no later than the Bid Form Delivery Deadline.

2. **In the event the Responsive Bidder is interested in leasing more than one of the available suites, a separate Bid Form must be delivered for each of the desired suites**. Bid Forms must be typed or printed in ink. All corrections or modifications to the Bid Form, or to any other items required by this ITB to be delivered, which are made prior to the Bid Form Delivery Deadline must be initialed and dated by the Responsive Bidder. No corrections or modifications will be allowed after the Bid Form Delivery Deadline.

3. Bid Forms must contain an original, manual signature of an authorized representative of the Responsive Bidder.

4. **CONTACT PERSON(S)**: Questions and other inquiries pertaining to this ITB or regarding the leasing criteria should be addressed to Chris M. Keena, Advisors Real Estate Group, LLC, by telephone (850) 222-2373, or E-mail: ckeena@adrealestate.us. Written inquiries are preferred.

   Responsive Bidders, their agents and/or associates shall refrain from contacting or soliciting any Leon County official regarding this ITB or leasing criteria during the selection process. Failure

to comply with this provision may result in disqualification of the Responsive Bidder. Only the individual(s) listed in CONTACT PERSON(S) paragraph above may be contacted. Failure to follow the requirements in this ITB may be cause for rejection of the Bid Form. Leon County reserves the right to reject any or all Bid Forms in the best interest of Leon County.

5. The Bid Form Opening shall be open to the public on the date and time specified in this ITB. It is the Responsive Bidder's responsibility to assure that the Bid Form and any other items required by this ITB are delivered on time and to the proper location. Bid Forms which are received after the Bid Form Delivery Deadline will be returned unopened. No award will be made or implied at this time.

6. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid Form Opening because of a disability should call the Purchasing Division at (850) 606-1600 at least five (5) workdays prior to the Bid Form Opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

7. **REJECTION OF BIDS**: Leon County reserves the right to reject any and/or all Bid Forms when such rejection is in the best interest of Leon County.

8. **WITHDRAWAL OF BIDS**: Bid Forms may be withdrawn by request received from Responsive Bidder in writing, by telephone, or in person at any time prior to the Bid Form Opening. Negligence on the part of the Responsive Bidder in preparing the Bid Form confers no right for the withdrawal of the Bid Form after it has been opened.

9. Leon County or Advisors Real Estate Group, LLC will not be responsible, under any circumstances, for any costs incurred in the preparation of Bid Forms or any other items required by ITB to be delivered.

10. **ETHICAL BUSINESS PRACTICES**:

    a. Gratuities. It shall be unethical for any person to offer, give, or agree to give any Leon County employee, or for any Leon County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or purchase/lease request, influencing the content of any specification, criteria, or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefore.

    b. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by a Responsive Bidder or any person associated therewith, as an inducement for the award of a lease solicited with a bid.

    c. Leon County reserves the right to deny an award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, Leon County may deny an award or cancel the contract if it determines that unethical business practices were involved.

11. **NOTICE OF RIGHT TO PROTEST**:

    a. Protest of Bid Form Opening: Failure to file a Notice of Protest of Bid Form Opening within 72 hours after the Property Manager's posting of the Bid Tabulation Sheet shall constitute a waiver of proceedings under Leon County's BOA and Parking Lot Leasing and Licensing Procedures.

b. Protest of Award of Lease Agreement: Failure to file a Notice of Protest of Award of Lease Agreement within 72 hours after the Property Manager's posting of the Intent to Award Lease Agreement shall constitute a waiver of proceedings under Leon County's BOA and Parking Lot Leasing and Licensing Procedures.

12. **SPECIAL CONDITIONS AND REQUIREMENTS**:

a. The Responsive Bidder, if awarded a Lease Agreement as the highest and best Responsive Bidder, shall enter into a Lease Agreement with Leon County as soon as practicably possible after the award.

b. The Responsive Bidder shall be required to indicate on the Bid Form the intended use of the leased space.

c. Any and all tenant improvements to the leased space shall be designed, permitted, and constructed in coordination with Leon County. All such tenant improvements shall be constructed in accordance with the acceptable building standards. In determining the highest and best Responsive Bidder, Leon County will consider paying for the cost of tenant improvements, in the amount proposed on the Bid Form, in consideration of an increased amount of Monthly Base Rent for the number of months proposed on the Bid Form.

d. Upon the Award of Lease Agreement, the successful Responsive Bidder shall, no later than thirty (30) days after the date of the Award of Lease Agreement, deliver to Leon County for review and approval its preliminary drawings and a development plan reasonably necessary to document the design and construction of any tenant improvements.

e. Upon Leon County's written approval of the preliminary drawing and development plan, the successful Responsive Bidder shall submit and obtain the necessary construction/building permits, if applicable, to alter the awarded leased space for occupancy.

f. Prior to occupancy of the awarded leased space, the successful Responsive Bidder shall obtain a Certificate of Occupancy or a Certificate of Completion in accordance with all applicable laws and regulations, and shall submit a copy of such Certificate to Leon County prior to occupancy.

g. The Responsive Bidder, if awarded a Lease Agreement as the highest and best Responsive Bidder, shall maintain, at a minimum, the following levels of insurance coverage.

(1) General Liability
   i. Per Occurrence: $1,000,000 combined single limit for bodily injury, personal injury and property damage;
   ii. Annual Aggregate: $2,000,000.
(2) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage (non-owned, hired automobile).
(3) Workers' Compensation: coverage for all employees meeting Statutory Limits in compliance with the applicable state and federal laws.
(4) Employer's Liability
   i. Per Accident: $500,000
   ii. Disease Coverage Each Employee: $500,000
   iii. Disease Policy Limit: $500,000
   iv. ***Waiver of Subrogation in lieu of Additional Insured is required.***
(5) Umbrella/Excess Liability Insurance:
   i. Per Occurrence: $5,000,000 combined single limit for bodily injury, personal injury and property damage;
   ii. Annual Aggregate: $5,000,000

iii. Shall provide excess coverage for employer's liability and general liability, including completed operations and auto liability.

(6) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by Leon County. At the option of Leon County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Leon County, its officers, officials, employees and volunteers; or the Tenant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(7) Other Insurance Provisions: All insurance policies are to contain, or be endorsed to contain, the following provisions:

i. Leon County as Additional Insured. Leon County, its officers, officials, employees, and volunteers are to be named and covered as additional insureds, with no limitations on the scope of protection afforded, in all of Tenant's insurance policies, other than workers' compensation policies, that include coverage for the following:

a. liability arising from, or in connection with, activities performed by, or on behalf of, Tenant;
b. products and completed operations of the Tenant;
c. premises owned, occupied, or used by Tenant;
d. automobiles owned, leased, hired, or borrowed by Tenant.

ii. Tenant's Insurance as Primary. Tenant's insurance coverage shall be primary insurance with respect to Leon County, its officers, officials, employees, and volunteers. As such, any insurance or self-insurance maintained by Leon County, its officers, officials, employees, or volunteers shall be excess of Tenant's insurance and shall not contribute with it. In such instances when Tenant's insurance coverage is primary, Tenant hereby waives all rights of subrogation against Leon County with respect to losses payable under such insurance coverage.

iii. Certificates of Insurance. Tenant shall furnish Leon County with certificates of insurance and with any original endorsements evidencing the coverages described above. Such certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Leon County prior to the commencement of Tenant's occupancy under the lease agreement. Leon County reserves the right to require complete, certified copies of all Tenant's required insurance policies at any time. Each of Tenant's required insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Leon County. All of Tenant's required insurance policies shall be placed with insurers with a Best's rating of no less than A:VII and which are licensed in the state of Florida.

iv. Miscellaneous Provisions. Each of Tenant's required insurance policies shall contain endorsements for, or otherwise provide, the following:

a. that any failure to comply with the reporting provisions of the policies shall not affect coverage

provided to Leon County, its officers, officials, employees, or volunteers;

b. that, to the extent of insurer's limits of liability, Tenant's insurance coverage shall apply separately to each insured against whom claims are made or suit is brought; and

c. that the companies issuing the insurance policy(ies) shall have no recourse against Leon County for payment of premiums or assessments for any deductibles which are the sole responsibility and risk of Tenant.

v. Additional insurance coverage may be required depending upon the Responsive Bidder/Tenant's use of the leased space.

13. **BID EVALUATION CONSIDERATIONS**: In determining which of the Responsive Bidders are the highest and best for each of the available suites, the factors which will be taken into consideration include, but are not limited to, the following:

a. The proposed use of the leased space.

b. The proposed date of occupancy.

c. The Average Annualized Base Rental Rate Over Term, both before and after any adjustments for tenant improvements and other reductions, calculated from the information provided on the Bid Form as follows:

(1) Divide the sum of the Base Rent for all Rental Periods by the sum of the Months to Rent for all Rental Periods;
(2) Multiply that result by 12;
(3) Divide that result by the number of Rentable Square Feet in the leased space.

d. Adjustments to Base Rent for Tenant Improvements:

(1) The Responsive Bidder's chance of being awarded a lease agreement will increase to the extent that the cost of any proposed tenant improvements are paid directly by the tenant rather than the County.
(2) For those Responsive Bidders proposing that all, or a portion of, the cost of tenant improvements be paid by Leon County, the Present Value of Tenant Improvements will be taken into consideration based on the amount of the cost to be paid by Leon County and the number of months proposed for increased Monthly Base Rent payments.

e. Adjustments to Base Rent for Other Reductions:

(1) The Responsive Bidder's chance of being awarded a lease agreement will increase to the extent that the cost of any tenant expenses, such as real estate commissions in excess of those normally paid by Landlord, are paid by the tenant rather than being reimbursed by the County through a reduction in the Monthly Base Rent.
(2) For those Responsive Bidders proposing that all, or a portion of, the cost of such tenant expenses be reimbursed by Leon County, the Present Value of Other Reductions will be taken into consideration based on the amount of the cost to be reimbursed by Leon County and the number of months proposed for reduced Monthly Base Rent payments.

f. Whether or not the terms and criteria proposed by the Responsive Bidder are consistent with Leon County's plans for utilization of the Bank of America Plaza for its own space needs

SAMPLE

BID FORM

Submit a Separate Bid Form for Each Desired Suite

The undersigned proposes to lease Suite # _____, containing _____ rentable square feet, as offered and described in Bid No. _____, and in accordance with the terms and criteria specified below:

Proposed Use of Leased Space: _____ **Proposed Date of Occupancy:** _____

Definitions

Base Rent means the proposed rent payable for the use of the leased space, exclusive of sales tax and Additional Rent.

Rental Period means a 12-month period, or any portion thereof, proposed for occupancy of the leased space

Months to Rent means the number of months, between zero and twelve, proposed for rental of the leased space in any one Rental Period. In any multi-year proposals, the first rental period will always be for a full 12 months.

Annualized Base Rental Rate means the proposed amount of Base Rent on an annual basis payable per square foot of rentable square feet in the leased space.

Monthly Base Rent Amount means the proposed amount of Base Rent on a monthly basis, calculated by multiplying the Annualized Base Rental Rate by the total amount of rentable square feet in the leased space and dividing that number by twelve.

Rental Period Base Rent means the total proposed amount of Base Rent payable in any one Rental Period calculated by multiplying the Monthly Base Rent Amount by the Months to Rent.

Other Reductions mean any amounts proposed by tenant for reimbursement by County through a reduction in the Monthly Base Rent over the proposed term of the occupancy; i.e. real estate commissions in excess of those normally paid by Landlord.

Tenant Improvements means the amount proposed to be paid by the County for the design, permitting, and construction of improvements to the leased space in consideration of an increased amount of Monthly Base Rent over a number of months as proposed by the tenant.

Additional Rent means all charges payable for the use of the leased space other than Base Rent and sales tax; i.e. tenant's shared cost of operating expenses

RESPONSIVE BIDDERS SHALL COMPLETE THE TABLES BELOW AS APPLICABLE
(if no Tenant Improvements or Other Reductions are proposed, write "None" or "N/A")

Base Rent Before Adjustments for Tenant Improvements and Other Reductions				
Rental Period	**Months to Rent**	**Annualized Base Rental Rate**	**Monthly Base Rent Amount**	**Rental Period Base Rent Amount**
1st		$ _____ per sq. ft.	$	$
2nd		$ _____ per sq. ft.	$	$
3rd		$ _____ per sq. ft.	$	$
4th		$ _____ per sq. ft.	$	$
5th		$ _____ per sq. ft.	$	$
6th		$ _____ per sq. ft.	$	$
7th		$ _____ per sq. ft.	$	$
8th		$ _____ per sq. ft.	$	$
9th		$ _____ per sq. ft.	$	$
10th		$ _____ per sq. ft.	$	$
11th		$ _____ per sq. ft.	$	$
12th		$ _____ per sq. ft.	$	$

Adjustments To Base Rent for Tenant Improvements and Other Reductions	
Tenant Improvements to be Paid By County	$ _____
No. Months for Increased Monthly Base Rent	_____ months
Other Reductions to be Reimbursed to Tenant	$ _____
No. Months for Reduced Monthly Base Rent	_____ months
Explain "Other Reductions": _____	
_____	

SAMPLE

CERTIFICATION OF BIDDER

In response to the Notice of Invitation for Bids, I, the undersigned representative of the named Responsive Bidder, hereby certify and represent as follows:

1. That I have read and examined the Notice of Invitation for Bids and the Instructions to Bidders in full and all attachments thereto, and that I have satisfied myself with respect to any questions I have regarding the Notice of Invitation for Bids and the Instructions to Bidders; and

2. That I acknowledge and understand that Leon County reserves the right to accept or reject any and/or all Bid Forms in the best interest of Leon County.

3. That I am duly authorized by the named Responsive Bidder to execute the Bid Form and associated contract intending to bind the Responsive Bidder to Leon County as stated in those documents; and

4. That, if awarded the lease agreement, the Responsive Bidder will reasonably negotiate with Advisors Real Estate Group, LLC to enter into a Lease Agreement in a form substantially similar to that attached hereto.

_____
(Firm/Responsive Bidder Name)

BY: _____
(Signature of Authorized Representative)

_____
(Print Name)

ADDRESS: _____

_____

_____

TELEPHONE # _____

FACSIMILE # _____

FOR STAFF USE ONLY BELOW THIS LINE

Bid Form Evaluation

Sum of Base Rent for all Rental Periods: $ _____

Avg. Annualized Base Rental Rate Over Term:

Before Adjustments $ _____ per sq. ft.

After Adjustments $ _____ per sq. ft.

Present Value of Tenant Improvements $ _____

Present Value of Other Reductions $ _____

SAMPLE

BANK OF AMERICA PLAZA
LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made as of this ___ day of February, 2010, by and between **LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida**, ("Landlord") and **FLORIDA FARM BUREAU FEDERATION, a Florida corporation**, ("Tenant").

Article 1.
Property; Term

1.1. PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord approximately 1,610 rentable square feet of space designated as Suite 850 (the "Premises"), in the eight-story building located at 315 S. Calhoun Street, Tallahassee, Leon County, Florida 32301 (the "Tower Building"), which contains approximately 120,796 rentable square feet. The Tower Building is situated on the real property described in Exhibit "A" attached hereto and is adjacent to a three-story annex building located at 311 S. Calhoun Street ("the Annex Building"). The Tower Building and the Annex Building are collectively known as the Bank of America Plaza (the "Plaza").

1.2. PROPERTY MANAGER. As of the Effective Date of this Lease, the management services for the Plaza are provided by the Leon County Facilities Management Division, 1907 South Monroe Street, Tallahassee, FL 32301 (the "Property Manager"). Landlord, at its discretion, may retain the management services of other companies during the term of this Lease, or may provide management services through its own employees.

1.3. COMMON AREAS. Tenant and its employees and customers shall have the nonexclusive right during the Term of this Lease to use the parking areas, streets, driveways, aisles, sidewalks, curbs, delivery passages, loading areas, lighting facilities, and all other areas in the Plaza designated by Landlord, from time to time, for use by all tenants of the Tower Building or the Plaza in common (collectively, the "Common Areas"), in common with Landlord, other tenants of the Plaza and other persons designated by Landlord.

1.4. LEASE TERM. The term of this Lease (the "Term") shall be sixty (60) calendar months. The Term shall commence on February 1, 2010 (the "Commencement Date").

1.5. TERMINATION BY LANDLORD. This Lease may be terminated by Landlord, at Landlord's sole discretion, subject to the following conditions:

1.5.1. the date of termination shall be no sooner than the expiration of the eighteenth (18th) month of the Term; and

1.5.2. the date of termination shall be no sooner than 180 days after Tenant's receipt of Landlord's written notification of such termination.

1.6. CONTINUATION OF TERM. The initial Term of this Lease may be continued upon the consent of Landlord, at Landlord's sole discretion, for two additional periods of three

(3) years each (hereinafter the "Continuation Period No. 1" and "Continuation Period No. 2"), subject to the following conditions:

1.6.1. Tenant shall deliver to Landlord, no later than one hundred eighty (180) days prior to the expiration of the initial Term of this Lease, written notification of its desire to continue the initial Term;

1.6.2. the covenants and conditions of this Lease in force during the initial Term, as the same may be modified from time to time, shall continue to be in effect during the Continuation Periods; provided, however, that Landlord may make modifications to the Lease, as it deems appropriate, to be applicable during the Continuation Periods; and

1.6.3. the Monthly Base Rent for the Continuation Periods shall be in accordance with the schedule provided in Section 2.2 below.

Article 2.
Base Rent and Additional Rent.

2.1. DEFINITIONS. For all purposes of this Lease, the following terms shall have the meanings ascribed to them herein.

2.1.1. "Base Rent" means the proposed rent payable for the use of the leased space, exclusive of sales tax and Additional Rent.

2.1.2. "Rental Period" means a 12-month period, or any portion thereof, proposed for occupancy of the leased space.

2.1.3. "Months to Rent" means the number of months, between zero and twelve, proposed for rental of the leased space in any one Rental Period. In any multi-year proposals, the first rental period shall always be for a full 12 months.

2.1.4. "Annualized Base Rent Rental Rate" means the proposed amount of Base Rent on an annual basis payable per square foot of rentable square feet in the leased space.

2.1.5. "Monthly Base Rent Amount" means the proposed amount of Base Rent on a monthly basis, calculated by multiplying the Annualized Base Rental Rate by the total amount of rentable square feet in the leased space and dividing that number by twelve.

2.1.6. "Rental Period Base Rent Amount" means the total proposed amount of Base Rent payable in any one Rental Period calculated by multiplying the Monthly Base Rent Amount by the Months to Rent.

2.2. MONTHLY BASE RENT. Tenant agrees to pay Monthly Base Rent on the first day of each month of the term in accordance with the schedule provided in the following table.

Rental Period	Months to Rent	Annualized Base Rental Rate	Monthly Base Rent Amount	Rental Period Base Rent Amount
1st	12	$ 24.00 per sq. ft.	$3,220.00	$38,640.00
2nd	12	$ 24.48 per sq. ft.	$3,284.00	$39,412.80
3rd	12	$ 24.97 per sq. ft.	$3,350.14	$40,201.70
4th	12	$ 25.47 per sq. ft.	$3,417.23	$41,006.70
5th	12	$ 25.98 per sq. ft.	$3,485.65	$41,827.80
Continuation Period No. 1				
6th	12	$ 26.50 per sq. ft.	$3,555.42	$42,665.00
7th	12	$ 27.03 per sq. ft.	$3,626.53	$43,518.30
8th	12	$ 27.84 per sq. ft.	$3,698.98	$44,387.70
Continuation Period No. 2				
9th	12	$ 28.40 per sq. ft.	$3,772.77	$45,273.20
10th	12	$ 28.96 per sq. ft.	$3,847.90	$46,174.80
11th	12	$ 29.54 per sq. ft.	$3,925.72	$47,108.60

2.3. SALES AND USE TAX. Together with the Monthly Base Rent, Tenant agrees to pay any and all rental, sales, or use taxes levied by any governmental body for the use or occupancy of the Premises (hereinafter "Sales and Use Tax").

2.4. ADDITIONAL RENT. All charges payable by Tenant under the terms of this Lease other than Monthly Base Rent and Sales and Use Tax shall hereinafter be referred to as "Additional Rent". Unless this Lease provides otherwise, all Additional Rent shall be paid together with the Monthly Base Rent and Sales and Use Tax.

2.5. PAYMENT OF RENT. The terms Monthly Base Rent, Sales and Use Tax, and Additional Rent, shall collectively be referred to hereinafter as "Rent". Each monthly installment of Rent shall be made payable to Landlord and be delivered, without demand, set off or deduction, on Landlord's behalf to _____ _____ _____, Tallahassee, Florida 32301, or such other address as Landlord directs in writing. Provided however, if the Commencement Date should be a date other than the first day of a calendar month, then the first installment of Monthly Base Rent shall be prorated by multiplying the regular monthly installment of Base Rent by a fraction, the numerator of which is the number of days from the Commencement Date through the final day of the first calendar month of the Term and the

denominator of which is the total number of days in the calendar month in which the Commencement Date occurs.

2.6. LATE CHARGES. If any Monthly Rent payment or other payment due under this Lease is not received by Landlord within ten (10) days of the due date of such payment, Tenant shall pay, in addition to such payment a late charge equal to the greater of (i) five percent (5.0%) of the payment which is past due or (ii) Two Hundred Fifty and No/100 Dollars ($250.00). If any payment due from Tenant shall remain overdue for more than ten (10) days, interest shall accrue daily on the past due amount from the date such amount was due until paid or judgment is entered at a rate equivalent to the lesser of eighteen percent (18%) per annum and the highest rate permitted by law. Interest on the past due amount shall be in addition to and not in lieu of the five percent (5.0%) late charge or any other remedy available to Landlord ("Default Rate").

Article 3.
Operating Expenses; Landlord's Share; Tenant's Share.

3.1. OPERATING EXPENSES. Any expenses incurred whether by Landlord or by others on behalf of Landlord, arising out of Landlord's maintenance, operation, repair, replacement (if such replacement is generally regarded in the industry as increasing operating efficiency or is required under any Applicable Law that was not in effect or not applicable to the Plaza on the Commencement Date) and administration of the Plaza, Tower Building, Premises and Common Areas, shall be considered "Operating Expenses" including, without limitation, the following:

3.1.1. all real estate, personal property and other ad valorem taxes, and any other levies, charges, local improvement rates, and assessments whatsoever assessed or charged against the Plaza, Tower Building, Premises and Common Areas, the equipment and improvements owned by Landlord therein contained, including any amounts assessed or charged in substitution for or in lieu of any such taxes, excluding only income or capital gains taxes imposed upon Landlord, and including all costs associated with the appeal of any assessment on taxes;

3.1.2. insurance that Landlord is obligated or permitted to obtain under this Lease and any deductible amount applicable to any claim made by Landlord under such insurance;

3.1.3. security, if any is provided by Landlord;

3.1.4. landscaping and pest control;

3.1.5. a reasonable management fee;

3.1.6. electricity, water, sewer, gas, window washing, janitorial services, trash and debris and other maintenance and utility charges;

3.1.7. wages and benefits payable to employees of Landlord and Landlord's property manager whose duties are directly connected with the operation and maintenance of the Premises, Tower Building, Common Areas or Plaza; and

3.1.8. dues and assessments under any applicable deed restrictions or declarations of covenants and restrictions.

3.2. If any tax expense, insurance expense, or other Operating Expense is not assessed separately or charged specifically to the Tower Building, but is charged against the Plaza as a whole, Landlord shall reasonably determine the portion of such Operating Expenses chargeable to Tenant.

3.3. NOT OPERATING EXPENSES. Operating Expenses shall exclude the following:

3.3.1. interest and amortization on mortgages and other debt costs or ground lease payments, if any;

3.3.2. depreciation of buildings and other improvements (except permitted amortization of certain capital expenditures);

3.3.3. legal fees in connection with leasing, tenant disputes or enforcement of leases;

3.3.4. real estate brokers' commissions or marketing costs;

3.3.5. improvements or alterations to tenant spaces not required by law or Landlord's insurer;

3.3.6. the cost of providing any service directly to, and paid directly by, any tenant;

3.3.7. costs of any items to the extent Landlord receives reimbursement from insurance proceeds or from a warranty or other such third party (such proceeds to be deducted from Operating Expenses in the year in which received); and

3.3.8. capital expenditures, except those:

3.3.8.1. made primarily to reduce Operating Expenses or increases therein, or to comply with laws or insurance requirements (excluding capital expenditures to cure violations of laws or insurance requirements that existed prior to the date of this Lease), or

3.3.8.2. for replacements (as opposed to additions or new improvements); provided, any such permitted capital expenditure shall be amortized (with interest at the prevailing loan rate available to Landlord when the cost was incurred) over:

3.3.8.2.1. the period during which the reasonable estimated savings in Operating Expenses equals the expenditure, if applicable, or

3.3.8.2.2. the useful life of the item as reasonably determined by Landlord, but in no event less than five (5) years nor more than ten (10) years.

3.4. LANDLORD'S SHARE; EXPENSE STOP. Landlord shall be responsible for payment of that portion of the Operating Expenses not exceeding Landlord's Expense Stop. The amount of Landlord's Expense Stop shall be calculated no less frequently than one time per year. As of the Commencement Date of this Lease, Landlord and Tenant acknowledge and agree that Landlord's Expense Stop shall be an amount equal to the actual operating expenses applicable to the Premises for Landlord's fiscal year 2009/2010.

3.5. TENANT'S SHARE. Tenant shall be responsible for payment of only that portion of the Operating Expenses exceeding Landlord's Expense Stop, which portion shall be calculated by multiplying the difference between the annual Operating Expenses and Landlord's Expense Stop by a fraction, the numerator of which shall be the total rentable square feet of the Premises and the denominator of which shall be the total rentable square feet of the Tower Building, which fraction as of the Commencement Date is acknowledged and agreed by the parties to be 1.33%, unless otherwise set forth in the Commencement Agreement. Tenant's Share shall be subject to change as, and if, the amount of rentable square feet of either the Premises or the Tower Building changes.

3.6. PAYMENT OF OPERATING EXPENSES. In addition to the payment of Monthly Base Rent and Sales and Use Tax, Tenant shall pay as Additional Rent to Landlord Tenant's Share of Operating Expenses in those years during the Term in which the Operating Expenses exceed Landlord's Expense Stop. Tenant's Share shall be calculated as follows:

3.6.1. On or before January 15th of each year, Landlord shall provide an estimate of the Operating Expenses for the current fiscal year and an estimate of Tenant's Share, if any (the "Estimate Statement").

3.6.2. If the estimated Operating Expenses exceed Landlord's Expense Stop, Tenant shall remit monthly payments of one-twelfth (1/12th) of Tenant's Share (the "Estimated Payment") as Additional Rent together with its payments of Monthly Base Rent and Sales and Use Tax; provided that Landlord may invoice Tenant retroactively for the months of January through the month of issuance of the Estimate Statement.

3.6.3. On or before January 15th of each fiscal year, Landlord shall send a statement to Tenant detailing all Operating Expenses for the prior year and setting forth the amount representing Tenant's Share, as reconciled for the actual Operating Expenses of the prior year (the "Operating Expense Statement").

3.6.4. If the Operating Expense Statement indicates that the estimated Operating Expenses paid by Tenant during the preceding year exceeded Tenant's Share, then Tenant shall be given a credit against its next due installments of Operating Expenses in the amount of the difference between the Estimated Payments made in the preceding year and the actual Tenant's Share for the preceding year. If such overpayment of Operating Expenses by Tenant occurs in the final year of the Term, Landlord shall refund to Tenant the difference between the Estimated Payments and the actual Tenant's Share.

3.6.5. If the Operating Expense Statement indicates that Tenant's Share exceeded the Estimated Payments, then Tenant shall remit the difference to Landlord as

Additional Rent. Landlord's failure to provide a statement shall not prejudice Landlord's right to collect a shortfall or Tenant's right to receive a credit for over payments.

3.7. TENANT SPECIFIC OPERATING EXPENSES. If the nature of Tenant's business within the Premises is such that additional costs are incurred by Landlord for insurance, cleaning, utilities, sanitation, trash removal, pest control, disposal services or other Operating Expenses, Tenant agrees to pay as Additional Rent to Landlord on demand the amount of such additional costs irrespective of the amount of Landlord's Expense Stop.

Article 4.
Use of Property

4.1. PERMITTED USES. Landlord and Tenant acknowledge and agree that the use the Premises shall be limited to use as general office space (the "Permitted Use"), unless Landlord gives written consent in advance of any other use of the Premises, which consent may be withheld in Landlord's sole discretion. Landlord represents that, to the best of its knowledge, the applicable laws permit the Premises to be used for the Permitted Use. Tenant shall not create a nuisance or use the Premises for any illegal or immoral purpose.

4.2. COMPLIANCE WITH LAWS.

4.2.1. LANDLORD'S COMPLIANCE. During the Term, Landlord shall be responsible for making any modifications to the Tower Building, excluding the Premises, and Plaza or its appurtenances, excluding the Premises, but including the Common Areas, required pursuant to any federal, state or local laws, ordinances, building codes, and rules and regulations of governmental entities having jurisdiction over the Plaza, including but not limited to the Board of Fire Underwriters and the Americans with Disabilities Act (the "ADA") and all regulations and orders promulgated pursuant to the ADA (collectively, "Applicable Laws"). Any modifications to the Plaza or the Tower Building made by Landlord pursuant to the provisions of this paragraph shall initially be at Landlord's expense, but the cost thereof may be included in Operating Expenses pursuant to Article 3 above.

4.2.2. TENANT'S COMPLIANCE. Subject to Landlord's obligations set forth in Section 4.2.1 above, Tenant shall comply with all Applicable Laws, and shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of any violation of Applicable Laws in, upon, or connected with the Premises, all at Tenant's sole expense. Tenant warrants that all improvements or alterations of the Premises made by Tenant or Tenant's employees, agents or contractors, either prior to Tenant's occupancy of the Premises or during the Term, shall comply with all Applicable Laws. Tenant shall procure at its own expense all permits and licenses required for the transaction of its business in the Premises. In addition, Tenant warrants that its use of the Premises shall be in strict compliance with all Applicable Laws. During the Term, Tenant shall, at its sole cost and expense, make any modifications to the Premises that may be required pursuant to any Applicable Laws.

4.3. HAZARDOUS MATERIAL. Throughout the Term, Tenant shall prevent the presence, use, generation, release, discharge, storage, disposal, or transportation of any Hazardous Materials (as hereinafter defined) on, under, in, above, to, or from the Premises, except that

Hazardous Materials may be used in the Premises as necessary for the customary maintenance of the Premises provided that same are used, stored and disposed of in strict compliance with Applicable Laws. For purposes of this provision, the term "Hazardous Materials" shall mean and refer to any wastes, materials, or other substances of any kind or character that are or become regulated as hazardous or toxic waste or substances, or which require special handling or treatment, under any Applicable Laws.

4.3.1. INCIDENTS TRIGGERING TENANT REQUIREMENTS. In the event of the occurrence of any of the following incidents involving Hazardous Materials, Tenant shall, at its sole cost and expense, be required to immediately provide verbal notice thereof to Landlord as well as notice to Landlord in the manner required by this Lease, which notice shall identify the Hazardous Materials involved and the emergency procedures taken or to be taken; and to promptly take all action in response to such situation required by Applicable Laws, provided that Tenant shall first obtain Landlord's approval of the non-emergency remediation plan to be undertaken. The incidents giving rise to such requirements of Tenant include, but are not limited to, the following:

4.3.1.1. a release of Hazardous Materials that is not in compliance with Applicable Laws or permits issued thereunder;

4.3.1.2. activity giving rise to any claim or requiring a response under Applicable Laws or permits issued thereunder;

4.3.1.3. activity causing a significant public health effect; or

4.3.1.4. activity creating a nuisance.

4.3.2. TENANT INDEMNIFICATION. Tenant shall at all times indemnify and hold harmless Landlord against and from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges and expenses (including reasonable attorneys' fees) of any nature whatsoever suffered or incurred by Landlord to the extent they were caused by the following activities of Tenant on the Premises during the term of this Lease and arise from events or conditions which came into existence after the Commencement Date:

4.3.2.1. any release, threatened release, or disposal of any Hazardous Materials at the Premises; or

4.3.2.2. the violation of any Applicable Laws at the Premises, pertaining to protection of the environment, public health and safety, air emissions, water discharges, hazardous or toxic substances, solid or hazardous wastes or occupational health and safety.

4.4. SIGNS. Tenant shall not place any signs on the Premises, Tower Building or Plaza except with the prior written consent of Landlord, including consent as to location and design, which may be withheld in Landlord's sole discretion. Any and all such approved signs shall be installed and shall be maintained by Tenant, at its sole cost and expense and shall be in compliance with the Rules and Regulations and all Applicable Laws. Tenant shall be responsible to Landlord for the installation, use, or maintenance of all signs and any damage caused thereby.

Tenant agrees to remove all signs prior to termination of the Lease and upon such removal to repair all damage incident to such removal.

4.5. LANDLORD'S ACCESS. Landlord shall be entitled at all reasonable times and upon reasonable notice to enter the Premises to examine them and to make such repairs, alterations, or improvements thereto as Landlord is required by this Lease to make or which Landlord considers necessary or desirable. Tenant shall not unduly obstruct any pipes, conduits, or mechanical or other electrical equipment so as to prevent reasonable access thereto. Landlord shall exercise its rights under this section, to the extent possible in the circumstances, in such manner so as to minimize interference with Tenant's use and enjoyment of the Premises. Landlord and its agents have the right to enter the Premises at all reasonable times and upon reasonable notice to show them to prospective purchasers, lenders, or anyone having a prospective interest in the Tower Building, and, during the last six months of the Term or any continuation thereof, to show them to prospective tenants. Landlord may place customary "For Sale" or "For Lease" signs on the Premises, Tower Building or Plaza as Landlord deems necessary. Landlord shall have the right at all times to enter the Premises without prior notice to Tenant in the event of an emergency affecting the Premises.

4.6. QUIET POSSESSION. If Tenant pays all Rent and fully performs all of its obligations under this Lease, Tenant shall be entitled to peaceful and quiet enjoyment of the Premises for the Term without interruption or interference by Landlord or any person claiming through Landlord.

4.7. TENANT RELOCATION. Landlord shall have the option to relocate Tenant to alternative space in the Plaza, which alternative space shall be of a size comparable to that of the Premises. Landlord shall give Tenant not less than ninety (90) days prior written notice of such relocation, which notice shall include the date on which Tenant shall be relocated. Landlord shall pay all of Tenant's reasonable out-of-pocket costs and expenses of relocating including the costs of any preparation of such comparable space for occupancy which may be necessitated by the relocation. In the event of such relocation, such alternative space shall for all purposes be deemed the Premises hereunder and this Lease shall continue in full force and effect without any change in the other terms or conditions hereof.

4.8. PARKING. Tenant may obtain a non-exclusive license to use up to and including five parking spaces associated with the Tower Building, as may be available, for a license fee of ONE HUNDRED FIFTEEN and 00/100 DOLLARS ($115.00) per month for each parking space used under such license. Tenant's right to such parking spaces shall be subject to Tenant's execution of a separate Parking License Agreement as provided by Landlord, and to Landlord's right to grant other tenants of the Tower Building the right to parking spaces associated with the Tower Building. Additionally, in accordance with the terms of the Parking License Agreement, all motor vehicles (including all contents thereof) shall be parked in such spaces at the sole risk of Tenant, its employees, agents, invitees and licensees, it being expressly agreed and understood that Landlord has no duty to insure any of said motor vehicles (including the contents thereof), and that Landlord is not responsible for the protection and security of such vehicles, or the contents thereof.

4.9. RULES AND REGULATIONS. Tenant shall observe all rules and regulations established by Landlord from time to time for the Plaza. The rules and regulations in effect as of the date hereof are attached to and made a part of this Lease as Exhibit "B". Landlord shall have

the right at all times to change and amend the rules and regulations in any reasonable manner as it may deem advisable for the safety, care and operation or use of the Plaza or the Premises.

Article 5.
Leasehold Improvements.

5.1. DEFINITIONS. For all purposes of this Lease, the following terms shall have the meanings ascribed to them herein.

5.1.1. "Leasehold Improvements" means any construction work undertaken in the Premises whether considered either Tenant Improvements or Tenant Alterations.

5.1.2. "Tenant Improvements" means any construction work in the Premises under the coordination of Property Manager to be undertaken, prior to the Commencement Date of this Lease, by Property Manager's contractor, to be paid in whole or in part by Landlord, and planned for completion before Tenant's initial occupancy.

5.1.3. "Tenant Alterations" means any construction work in the Premises under the coordination of Property Manager to be undertaken, either prior to or after the Commencement Date of this Lease, by Tenant's contractor and to be paid solely by Tenant.

5.2. PAYMENT RESPONSIBILITY. The responsibility for payment of any Leasehold Improvements shall be as follows:

5.2.1. TENANT IMPROVEMENTS. This paragraph has been intentionally omitted.

5.2.2. TENANT ALTERATIONS. Tenant shall be solely responsible for the payment of any and all costs and expenses incurred in connection with any Tenant Alterations to the Premises, including those costs and expenses associated with the preparation of architectural and engineering plans.

5.3. PRE-CONSTRUCTION OBLIGATIONS.

5.3.1. TENANT SPACE PLAN. If Tenant desires for Leasehold Improvements to be to undertaken in the Premises, Tenant shall deliver to Property Manager, no later than thirty (30) days before commencing such Leasehold Improvements, a detailed space plan containing the information described as follows below, together with other relevant information and written instructions relating thereto (said space plan and other information and instructions being hereinafter referred to as the "Tenant Space Plan"). The Tenant Space Plan shall contain architectural, mechanical, electrical and plumbing plans prepared and stamped by a licensed architect or engineer, as the case may be, indicating the following information:

5.3.1.1. Location and type of all partitions.

5.3.1.2. Location and types of all doors indicating hardware and providing a keying schedule.

5.3.1.3. Location and type of glass partitions, windows, doors and framing.

5.3.1.4. Location of telephone equipment room accompanied by a signed approval of the telephone company.

5.3.1.5. Critical dimensions necessary for construction.

5.3.1.6. Location, circuit number and specifications of all electrical devices, outlets, switches, telephone outlets, etc.

5.3.1.7. Location and type of all lighting and access control systems.

5.3.1.8. Location and type of equipment that will require special electrical requirements. Provide manufacturers' specifications for use and operation.

5.3.1.9. A load analysis of all electrical devices.

5.3.1.10. Location, weight per square foot and description of any exceptionally heavy equipment or filing system exceeding 50 psf live load.

5.3.1.11. Location, type and specifications of the HVAC distribution systems and controls.

5.3.1.12. Requirements for special air conditioning or ventilation.

5.3.1.13. Type and color of floor covering.

5.3.1.14. Location, type and color of wall covering.

5.3.1.15. Location, type and color of paint and/or finishes.

5.3.1.16. Location and type of plumbing, including special sprinklering requirements.

5.3.1.17. Location and type of kitchen equipment.

5.3.1.18. Details showing the following:

5.3.1.18.1. All millwork with verified dimensions and dimensions of all equipment to be built-in.

5.3.1.18.2. Corridor entrances.

5.3.1.18.3. Bracing or support of special walls, glass partitions, etc., if desired. If not included with the Tenant Space Plan, the Building architect will design, at Tenant's expense, all support or bracing required.

5.3.2. PROPERTY MANAGER REVIEW. Property Manager shall review Tenant Space Plan to confirm that the Leasehold Improvements contemplated thereby satisfies the following conditions:

5.3.2.1. conforms with or exceeds the standards of the Tower Building and Annex Building and the requirements listed in Section 5.3.1 above; and

5.3.2.2. shall not impair the structural, mechanical, electrical or plumbing integrity of the Tower Building or Annex Building.

5.3.3. APPROVAL OF TENANT SPACE PLAN. Property Manager shall either approve or disapprove Tenant Space Plan no later ten (10) days after the Property

Manager receives Tenant Space Plan. If Property Manager does not approve Tenant Space Plan, Property Manager shall inform Tenant in writing of its objections and Tenant shall revise the same and deliver a corrected version to Property Manager for its approval no later than ten (10) days after the date Tenant receives Property Manager's notice of disapproval. The approval and revision process for the revised Tenant Space Plan shall be the same as described for the originally submitted Tenant Space Plan.

5.3.4. TENANT WORKING DRAWINGS. After Tenant Space Plan has been approved by Property Manager, Tenant shall cause working drawings of the Leasehold Improvements to be prepared (hereinafter referred to as the "Tenant Working Drawings") and shall deliver the same, no later than ten (10) days after the date of Property Manager's approval of Tenant Space Plans, to Property Manager for its approval subject to the following conditions:

5.3.4.1. Tenant Working Drawings shall consist of complete sets of plans and specifications, including detailed architectural, structural, mechanical, electrical and plumbing plans for Tenant Work.

5.3.4.2. Tenant Working Drawings shall be substantially consistent with Tenant Space Plan without any material changes.

5.3.4.3. Tenant Working Drawings shall be prepared at Tenant's expense by architects and engineers selected by Tenant and approved by Property Manager.

5.3.5. APPROVAL OF TENANT WORKING DRAWINGS. The approval process for Tenant Working Drawings shall be identical to the approval process for Tenant Space Plan described in Section 5.3.3 above.

5.4. SELECTION OF CONTRACTOR.

5.4.1. FOR TENANT IMPROVEMENTS. This paragraph has been intentionally omitted.

5.4.2. FOR TENANT ALTERATIONS. For any Leasehold Improvements considered to be Tenant Alterations, the contractor shall be selected by Tenant and shall undertake the construction work under the coordination of Property Manager in accordance with, and subject to, the following requirements and conditions:

5.4.2.1. Tenant's contractor shall conduct its work in such a manner so as not to unreasonably interfere with other tenants, the operations of the Tower Building or Plaza, or any other construction occurring on or in the Premises, Tower Building, or Plaza;

5.4.2.2. Tenant's contractor shall execute and comply with the Contractor Rules and Regulations, attached hereto as Exhibit "C", and comply with all additional rules and regulations relating to construction activities in or on the Tower Building and Plaza, as may be reasonably promulgated from time to time and uniformly enforced by Landlord or Property Manager;

5.4.2.3. Tenant's contractor shall maintain such insurance and bonds in force and effect in accordance with Section 6.1 below and as may be required by applicable law; and

5.4.2.4. Tenant's contractor shall be responsible for reaching an agreement with Property Manager as to the terms and conditions for all contractor items relating to the conducting of its work including, but not limited to, those matters relating to hoisting, systems interfacing, use of temporary utilities, storage of materials, access to the Premises and to the Tower Building.

5.4.2.5. The commencement of work by any subcontractors to be used by Tenant's contractor shall be subject to the approval by Landlord or Property Manager, which approval shall not be unreasonably withheld as long as such subcontractors satisfy the requirements of Section 5.4.2.

5.4.2.6. As a condition precedent to Property Manager permitting Tenant's contractor to commence the Tenant Alterations, Tenant and Tenant's contractor shall deliver to Property Manager such assurances or instruments as may be reasonably requested by Property Manager to evidence Tenant's contractor's and its subcontractor's compliance or agreement to comply with the provisions of Section 5.4.2.

5.5. TENANT'S CONTRACTOR; INDEMNITY BY TENANT. Tenant shall, in accordance with the provisions of Section 7.1 below, indemnify and hold harmless Landlord, its agents, contractors, and any mortgagee of Landlord from and against any and all losses, damages, costs, including costs of suit and attorneys' fees, liabilities or causes of action for injury to, or death of, any person, for damage to any property and for mechanic's, materialmen's or other liens or claims arising out of or in connection with the work done by Tenant's contractor, subcontractors, and sub-subcontractors under its contract with Tenant.

5.6. TENANT'S CONTRACTOR; MECHANIC'S AND MATERIALMEN'S LIENS. Tenant shall notify in writing all materialmen, contractors, artisans, mechanics, laborers and other parties hereafter contracting with Tenant for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises that they must look solely to Tenant for payment for same and shall simultaneously send copies of all such notifications to Landlord for its review. Should any mechanic's or other liens be filed against any portion of the Tower Building or Plaza, including the Premises, by reason of Tenant's or Tenant Contractor's acts or omissions or because of a claim against Tenant or Tenant Contractor, Tenant shall inform Property Manager of such lien immediately and cause the same to be cancelled or discharged of record by bond or otherwise within twenty (20) days after receipt of notice by Tenant. If Tenant fails to cancel or discharge the lien within said twenty (20) day period, Landlord may, at its sole option, cancel or discharge the same and upon Landlord's demand, Tenant shall promptly reimburse Landlord for all costs, including attorneys' fees, incurred in canceling or discharging such liens.

5.7. DEFAULT. The failure by Tenant to comply with the any of the provisions of this Article 5 shall constitute a default by Tenant under terms of Section 10.2 below and Landlord shall have the benefit of all remedies provided for in this Lease.

5.8. CHANGE ORDERS. Tenant may authorize changes in the Tenant Improvements; provided that any such changes must meet the criteria set forth in this Article 5. Tenant shall also be responsible for the costs of any delays or additional costs caused by such change orders.

5.9. SUBSTANTIAL COMPLETION OF TENANT IMPROVEMENTS. This paragraph has been intentionally omitted.

5.10. AS-BUILT PLANS. Upon completion of any Tenant Alterations, Tenant shall deliver to Property Manager, no later than thirty (30) days after such completion, a copy of the as-built plans and specifications for the Tenant Alterations. Upon receipt, Property Manager shall transfer such plans to Landlord's Master Plans at a cost to be borne by Tenant.

5.11. PROPERTY OF LANDLORD. Any Leasehold Improvements to the Premises made by or installed by either party hereto shall remain upon and be surrendered with the Premises and become the property of Landlord upon the expiration or earlier termination of this Lease without credit to Tenant; provided, however, Landlord, at it option, may require Tenant to remove any additions and/or repair any alterations to restore the Premises to the condition existing at the time Tenant took possession, with all costs of removal, repair, restoration, or alterations to be borne by Tenant. This clause shall not apply to moveable equipment, furniture or moveable trade fixtures owned by Tenant, which may be removed by Tenant at the end of the Lease Term if Tenant is not then in default and if such equipment and furniture are not then subject to any other rights, liens and interests of Landlord.

Article 6.
Insurance.

6.1. TENANT'S INSURANCE. Tenant shall, at its sole expense, procure and maintain for the duration of this Lease insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Tenant, its agents, representatives, employees, and/or contractors and subcontractors of the rights, duties, and responsibilities pursuant to this Lease, in the minimum coverage and amounts as follows:

6.1.1. LIABILITY INSURANCE. Tenant shall provide commercial general liability insurance coverage with combined single limits for bodily injury, personal injury, and property damage of no less than $1,000,000 per occurrence and a $2,000,000 annual aggregate. Tenant's insurance shall include Landlord as an additional insured as provided hereinbelow.

6.1.2. AUTOMOBILE LIABILITY. Tenant shall provide automobile liability insurance coverage with combined single limits for bodily injury and property damage of no less than $1,000,000 per accident for non-owned, hired automobile. Tenant's insurance shall include Landlord as an additional insured as provided hereinbelow.

6.1.3. WORKERS' COMPENSATION EMPLOYERS LIABILITY INSURANCE. Tenant shall provide workers' compensation insurance covering all employees meeting statutory limits in compliance with all applicable state and federal laws, and shall provide employer's liability insurance with limits of $500,000 per accident, $500,000 disease policy limit, and $500,000 disease limit for each employee. In lieu of naming Landlord as an additional insured, Tenant shall provide to Landlord a waiver of all

rights of subrogation against Landlord with respect to losses payable under such workers' compensation policy(ies).

6.1.4. UMBRELLA/EXCESS LIABILITY INSURANCE. Tenant shall provide umbrella/excess liability insurance coverage, with combined single limits for bodily injury and property damage of no less than $5,000,000 combined per occurrence and annual aggregate. Tenant's umbrella insurance shall provide excess coverage for employer's liability and general liability, including completed operations and auto liability. Tenant's insurance shall include Landlord as an additional insured as provided hereinbelow.

6.1.5. DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions applicable to any of Tenant's policies required under Section 6.1 above shall be declared to and approved by Landlord. Thereafter, at the request of Landlord, Tenant shall cause its insurer to reduce or eliminate such deductibles or self-insured retentions as they may apply to Landlord, its officers, officials, employees and volunteers or, in lieu of such reductions or eliminations, Tenant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

6.1.6. LANDLORD AS ADDITIONAL INSURED. Landlord, its officers, officials, employees, and volunteers are to be named and covered as additional insureds, with no limitations on the scope of protection afforded, in all of Tenant's insurance policies, other than workers' compensation policies, that include coverage for the following:

6.1.6.1. liability arising from, or in connection with, activities performed by, or on behalf of, Tenant;

6.1.6.2. products and completed operations of Tenant;

6.1.6.3. premises owned, occupied, or used by Tenant; or

6.1.6.4. automobiles owned, leased, hired, or borrowed by Tenant.

6.1.7. TENANT'S INSURANCE AS PRIMARY. With regard to claims for injuries to persons or damages to property which may arise from, or in connection with, the performance by Tenant, its agents, representatives, employees, and/or subcontractors of the rights, duties and responsibilities pursuant to this Lease, Tenant's insurance coverage shall be primary insurance with respect to Landlord, its officers, officials, employees, and volunteers. As such, any insurance or self-insurance maintained by Landlord, its officers, officials, employees, or volunteers shall be excess of Tenant's insurance and shall not contribute with it. In such instances when Tenant's insurance coverage is primary, Tenant hereby waives all rights of subrogation against Landlord with respect to losses payable under such insurance coverage.

6.1.8. CERTIFICATES OF INSURANCE. Tenant shall furnish Landlord with certificates of insurance and with any original endorsements evidencing the coverages described above. Such certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Landlord prior to the commencement of Tenant's occupancy under this Lease.

Landlord reserves the right to require complete, certified copies of all Tenant's required insurance policies at any time. Each of Tenant's required insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Landlord. All of Tenant's required insurance policies shall be placed with insurers with a Best's rating of no less than A:VII and which are licensed in the state of Florida.

6.1.9. OTHER ENDORSEMENTS REQUIREMENTS FOR TENANT'S INSURANCE. Each of Tenant's required insurance policies shall contain endorsements for, or otherwise provide, the following:

6.1.9.1. that any failure to comply with the reporting provisions of the policies shall not affect coverage provided to Landlord, its officers, officials, employees, or volunteers;

6.1.9.2. that, to the extent of insurer's limits of liability, Tenant's insurance coverage shall apply separately to each insured against whom claims are made or suit is brought; and

6.1.9.3. that the companies issuing the insurance policy(ies) shall have no recourse against Landlord for payment of premiums or assessments for any deductibles which are the sole responsibility and risk of Tenant.

6.2. LANDLORD'S INSURANCE. Landlord shall insure the Plaza, through whatever means it deems in its discretion to be in its best interest, against financial consequences of natural events and accidental losses.

Article 7.
Indemnification of the Parties.

7.1. TENANT'S INDEMNITY. Tenant agrees to indemnify and hold harmless Landlord and its respective officers, directors and employees to the fullest extent permitted by law from and against any and all liabilities, losses, interest, damages, costs or expenses including, but not limited to, reasonable attorneys' fees (whether suit is instituted or not and, if instituted, whether incurred at any trial or appellate level or post judgment), which claims are threatened or assessed against, levied upon, or collected from, Landlord and which have arisen from the performance by Tenant, its agents, representatives, employees, and/or contractors and subcontractors of the rights, duties, and responsibilities pursuant to this Lease. Notwithstanding the foregoing, Tenant shall not be required to indemnify Landlord with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or misconduct of Landlord or any of the agents or employees of Landlord nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by proceeds received by Landlord pursuant to insurance maintained by Tenant.

7.2. LANDLORD'S INDEMNITY. Without waiving its right to sovereign immunity, and to the extent allowed by Fla. Stat. §768.28 (2002) and any other applicable state or federal law, Landlord agrees to indemnify, defend, and hold Tenant and its officers, directors and employees harmless from and against any and all claims for losses, interest, damages, costs or expenses including, but not limited to, reasonable attorneys' fees (whether suit is instituted or not and, if

instituted, whether incurred at any trial or appellate level or post judgment), which claims are threatened or assessed against, levied upon, or collected from, Tenant and which have arisen from Landlord's ownership of, or activities on, the Plaza, including, but not limited to, any event or occurrence which may have taken place prior to the effective date of this Agreement. Notwithstanding the foregoing, Landlord shall not be required to indemnify Tenant with respect to any liability, loss, damages, cost or expense suffered as a result of the negligence or misconduct of Tenant or any of the agents or employees of Tenant nor with respect to any liability, loss, damage, cost or expense to the extent that the same is covered by proceeds received by Tenant pursuant to insurance maintained by Landlord.

7.3. NOTICE OF INDEMNIFICATION. A party's duty to indemnify pursuant to the provisions of this Article 7 shall be conditioned upon the giving of notice by such party of any suit or proceeding and upon the indemnifying party being permitted to assume in conjunction with the indemnitor, the defense of any such action, suit or proceeding in accordance with Section 7.4 below.

7.4. THIRD PARTY CLAIM PROCEDURE. If a third party (including, without limitation, a governmental organization) asserts a claim against a party to this Lease and indemnification in respect of such claim is sought under the provisions of this Article 7 by such party against another party to this Lease, the party seeking indemnification hereunder (the "Indemnified Party") shall promptly (but in no event later than 10 business days prior to the time in which an answer or other responsive pleading or notice with respect to the claim is required) give written notice to the party against whom indemnification is sought (the "Indemnifying Party") of such claim. The Indemnifying Party shall have the right at its election to take over the defense or settlement of such claim by giving prompt written notice to the Indemnified Party at least five business days prior to the time when an answer or other responsive pleading or notice with respect thereto is required. If the Indemnifying Party makes such election, it may conduct the defense of such claim through counsel or representative of its choosing (subject to the Indemnified Party's approval of such counsel or representative, which approval shall not be unreasonably withheld), shall be responsible for the expenses of such defense, and shall be bound by the results of its defense or settlement of claim to the extent it produces damage or loss to the Indemnified Party. The Indemnifying Party shall not settle any such claim without prior notice to and consultation with the Indemnified Party, and no such settlement involving any equitable relief or which might have a material and adverse effect on the Indemnified Party may be agreed to without its written consent. So long as the Indemnifying Party is diligently contesting any such claim in good faith, the Indemnified Party may pay or settle such claim only at its own expense. The parties agree to cooperate in defending such third party claims and the defending party shall have access to records, information and personnel in control of the other party or parties which are pertinent to the defense thereof.

7.5. REMEDIES CUMULATIVE. Except as otherwise provided herein, the rights and remedies expressly provided herein are cumulative and not exclusive of any rights or remedies which the parties hereto may otherwise have at law or in equity. Nothing herein shall be construed to require any of the parties hereto to elect among remedies.

7.6. SURVIVAL. The provisions of this Article 7 shall survive the expiration or earlier termination of this Lease.

Article 8.
Damage, Destruction and Condemnation.

8.1. DAMAGE OR DESTRUCTION TO PREMISES.

8.1.1. DAMAGE FROM CERTAIN CAUSES. Neither Landlord nor any mortgagee(s) shall be liable or responsible to Tenant, its agents, contractors, customers, employees, invitees, licensees, servants or visitors for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority or any cause beyond Landlord's control or for any damage or inconvenience which may arise through repair or alteration of any part of the Plaza.

8.1.2. REPAIR AND RESTORATION. If the Premises are at any time damaged or destroyed in whole or in part by fire, casualty or other causes, the determination of the parties rights, duties, and obligations under this Lease shall proceed in accordance with the following procedure:

8.1.2.1. NOTICE. In the event of a fire or other casualty in the Premises, Tenant shall immediately give notice thereof to Landlord.

8.1.2.2. PARTIAL DESTRUCTION. Except as otherwise provided in Section 8.1.2.6 below, if the Premises are partially destroyed by fire or other casualty so as to render the Premises untenantable in whole or in part, the Rent provided for herein shall abate thereafter as to the portion of the Premises rendered untenantable until such time as the Premises are made tenantable as determined by Landlord in its reasonable judgement.

8.1.2.3. TOTAL DESTRUCTION. Except as otherwise provided in Section 8.1.2.6 below, if (1) the Premises or the Building are totally or substantially damaged or destroyed from any cause and Landlord decides not to rebuild, or (2) the Premises are rendered untenantable in whole or in substantial part as a result of a fire or other casualty for a period reasonably estimated by a responsible contractor selected by Landlord to be one (1) year or longer after Landlord's insurance settlement, then all Rent owed up to the time of such damage or destruction shall be paid by Tenant and thenceforth this Lease shall terminate.

8.1.2.4. LANDLORD ELECTIONS. Landlord shall give Tenant written notice of its decisions, estimates or elections under this Section 8.1.2 within ninety (90) days after any such damage or destruction and, if this Lease is terminated, Tenant shall vacate the Premises within five (5) days of Landlord's written notice.

8.1.2.5. OBLIGATION TO REBUILD. If Landlord decides to rebuild the Premises, then Landlord shall commence and prosecute any repair work promptly and with reasonable diligence but shall only be obligated to restore or rebuild the Premises to a Building standard condition; provided, however, Tenant may cause Landlord to rebuild or restore the Premises to the condition they were in prior to such damage or destruction if Tenant bears the cost, including rentals which are lost due to any excess construction time, of such restoration or rebuilding to the extent

the same exceeds the costs Landlord would have incurred had only Building standard improvements been constructed.

8.1.2.6. TENANT NEGLIGENCE. If the Premises or any other portion of the Building is damaged by fire or other casualty resulting from the fault or negligence of Tenant or its agents, contractors, customers, employees, invitees, licensees, servants or visitors, the Rent shall not abate as to the portion of the Premises rendered untenantable and Tenant shall be liable to Landlord for the cost of repair and restoration of the Building to the extent such Rent and costs are not covered by insurance proceeds.

8.2. CONDEMNATION.

8.2.1. TOTAL TAKING. If the whole of the Premises (provided that if 60% or more of the Premises are taken, Tenant may deem that all of the Premises are taken), or such portion thereof as shall make the Premises unusable, in Landlord's judgment, for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or sold to public authority under threat or in lieu of such taking, the Term shall cease as of the day possession or title shall be taken by such public authority, whichever is earlier ("Taking Date"), whereupon the rent and all other charges shall be paid up to the Taking Date with a proportionate refund by Landlord of any rent and all other charges paid for a period subsequent to the Taking Date.

8.2.2. PARTIAL TAKING. If less than the whole of the Premises, or less than such portion thereof as shall make the Premises unusable as of the Taking Date, is taken, Base Rent, Additional Rent, and any other charges payable to Landlord shall be reduced in proportion to the amount of the Premises taken. If this Lease is not terminated, Landlord shall repair any damage to the Premises caused by the taking to the extent necessary to make the Premises reasonably tenantable within the limitations of the available compensation awarded for the taking (exclusive of any amount awarded for land).

8.2.3. FULL COMPENSATION AWARD. All compensation awarded or paid upon a total or partial taking of the Premises or Tower Building including the value of the leasehold estate created hereby shall belong to and be the property of Landlord without any participation by Tenant; Tenant shall have no claim to any such award based on Tenant's leasehold interest. However, nothing contained herein shall be construed to preclude Tenant, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for business damages or damage to, or cost of, removal of, stock, trade fixtures, furniture, and other personal property belonging to Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award or the award of any mortgagee.

Article 9.
Maintenance and Repairs.

9.1. LANDLORD'S OBLIGATIONS. Landlord's obligation to maintain, repair, and otherwise keep in good working order the various components of the Plaza and Tower Building shall be governed as follows:

9.1.1. Keeping in good working order, condition, and repair the foundation, roof, and structural portions of exterior walls of the Tower Building; the exterior windows, exterior doors, exterior plate glass, and exterior walls of the Tower Building including those that are a contained in the Premises; and the entrances, sidewalks, corridors, parking areas and other facilities from time to time comprising the Common Areas.

9.1.2. In addition, but subject nevertheless to any applicable waiver or subrogation, Landlord may charge to Tenant as Additional Rent the cost of any repairs of damage to the building components listed in Section 9.1.1 above which damage was caused by Tenant's acts or omissions. The cost of such maintenance and repairs shall be included in Operating Expenses.

9.1.3. Landlord shall not be obligated to maintain or repair the interior surfaces of the walls in the Premises nor any other interior component of the Premises.

9.1.4. Landlord shall not be obligated to make any repairs under this Section 9.1 until a reasonable time after receipt of a written notice from Tenant specifying the need for such repairs and thereafter Landlord shall commence such repairs within five (5) business days.

9.2. TENANT'S OBLIGATIONS. Except as specifically provided to the contrary in Section 9.1 above, Tenant's obligation to maintain, repair, and otherwise keep in good working order the various components of the Premises shall be governed as follows:

9.2.1. Tenant shall at its sole expense throughout the Term and any continuation thereof, maintain in good order, condition and repair the Premises in an attractive, first class and fully operative condition.

9.2.2. All of Tenant's obligations to maintain and repair shall be accomplished at Tenant's sole expense. If Tenant fails to maintain and repair the Premises as required by this Section 9.2 , Landlord may, on ten (10) days' prior notice (except that no notice shall be required in case of emergency), enter the Premises and perform such maintenance or repair on behalf of Tenant. In such cases, Tenant shall reimburse Landlord immediately upon demand for all costs incurred in performing such maintenance or repair.

9.3. CONDITION UPON TERMINATION. Landlord's and Tenant's obligations to maintain, repair, and otherwise keep in good working order the various components of the Premises upon the termination of this Lease shall be governed as follows:

9.3.1. Upon the termination of the Lease, Tenant shall surrender the Premises to Landlord, broom clean and in the same condition as received except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease.

9.3.2. However, Tenant shall not be obligated to repair any damage which Landlord is required to repair under Section 9.1 above.

9.3.3. Tenant shall repair, at Tenant's expense, any damage to the Premises, Tower Building, or Plaza caused by the removal of any of Tenant's personal property, including but not limited to furniture, machinery and equipment.

9.3.4. In no event, however, shall Tenant remove any of the following materials or equipment without Landlord's prior written consent:

9.3.4.1. any power wiring or power panels; lighting or lighting fixtures;

9.3.4.2. any millwork and cabinetry;

9.3.4.3. any wall coverings; drapes, blinds or other window coverings;

9.3.4.4. any carpets or other floor coverings;

9.3.4.5. any heaters, air conditioners, or any other heating or air conditioning equipment; or

9.3.4.6. any fencing or security gates; plumbing fixtures, water fountains; or other similar building operating equipment and decorations.

Article 10.
Default and Remedies; Landlord's Lien for Rent.

10.1. LANDLORD'S LIEN FOR RENT. In consideration of the mutual benefits arising under this Lease, Tenant hereby grants to Landlord, its successors, and assigns, a lien on all property of Tenant now or hereafter found upon or off the Premises, as provided in Chapter 83, Florida Statutes, as they may be amended from time to time, and as otherwise provided by law.

10.2. DEFAULT BY TENANT.

10.2.1. EVENTS OF DEFAULT. The occurrence of any of the following events, either by Tenant or by any guarantor of any of Tenant's obligations hereunder, shall be considered an event of default by Tenant under this Lease

10.2.1.1. the failure by Tenant to pay any sum of money to be paid by Tenant under this Lease within five (5) days of when due, without notice or demand;

10.2.1.2. the failure by Tenant to comply with or perform any of the other terms, provisions, covenants or conditions which Tenant is required to observe and to perform, and any of such failures or actions continue for a period of ten (10) days after notice thereof; provided, however, if the nature of the default is such that it cannot be cured with the exercise of Tenant's best efforts within the ten (10) day period, Tenant shall have up to thirty (30) days from the date of Landlord's notice to cure such default, provided Tenant undertakes such curative action within the ten (10) day period and diligently and continuously proceeds with such curative action using Tenant's best efforts;

10.2.1.3. the vacation or abandonment by Tenant of the Premises or any part thereof during the Term or any continuation thereof;

10.2.1.4. if Tenant is a corporation, if Tenant ceases to exist as a corporation in good standing in the state of its incorporation, or, if Tenant is a partnership or other entity, if Tenant is dissolved or otherwise liquidated;

10.2.1.5. a general assignment by Tenant for the benefit of creditors;

10.2.1.6. the filing of any voluntary petition in bankruptcy by Tenant or the filing of an involuntary petition by Tenant's creditors, which involuntary petition remains undischarged or unstayed for a period of sixty (60) days, provided, that in the event that under applicable law the trustee in bankruptcy or Tenant has the right to affirm this Lease and continue to perform the obligations of Tenant hereunder, such trustee or Tenant shall, in such time period as may be permitted by the bankruptcy court having jurisdiction, cure all defaults of Tenant hereunder outstanding as of the date of the affirmance of this Lease and provide to Landlord such adequate assurances as may be necessary to ensure Landlord of the continued performance of Tenant's obligations under this Lease;

10.2.1.7. the admission by Tenant in writing of its inability to pay its debts as they become due, the filing by Tenant of a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the filing by Tenant of an answer admitting or failing timely to contest a material allegation of a petition filed against Tenant in any such proceeding or, if within sixty (60) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed;

10.2.1.8. the attachment, execution or other judicial seizure of all or substantially all of Tenant's assets or the Premises; or

10.2.1.9. the employment of a receiver to take possession of substantially all of Tenant's assets or the Premises.

10.2.2. LANDLORD'S REMEDIES. Upon the occurrence of any event of default by Tenant, Landlord shall be entitled to the remedies as follows below, which remedies shall be cumulative and shall not preclude Landlord from pursuing any other remedies permitted by law. Landlord's election not to enforce one or more of the following remedies upon an event of default shall not constitute a waiver.

10.2.2.1. Landlord may terminate this Lease and dispossess Tenant;

10.2.2.2. Landlord may terminate Tenant's right of possession to the Premises without terminating this Lease;

10.2.2.3. Landlord may stand by and do nothing, and hold Tenant liable for all Rent payable under this Lease through the remainder of the Term.

10.2.3. SURRENDER OF POSSESSION. Upon any termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right of possession without termination of this Lease, Tenant shall surrender possession and vacate the Premises immediately, and deliver possession thereof to Landlord. If Tenant fails to surrender possession and vacate the Premises, Landlord shall have full and free license to enter into and upon the Premises for the purpose of repossessing the Premises, expelling and removing Tenant and persons occupying the premises pursuant to law and removing

any and all property therefrom and changing all the door locks of the Premises. Landlord may take these actions without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer and without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law.

10.2.4. BENEFIT OF THE BARGAIN. If Landlord elects to terminate this Lease or terminate Tenant's right of possession to the Premises without terminating this Lease, there shall immediately become due and payable an amount equal to the present value (determined using a discount rate equal to the yield then obtainable from the United States Treasury Bill or Note with a maturity date closest to the date of expiration of the Term) of the total Rent and other benefits which would have accrued to Landlord under this Lease for the remainder of the Term if the terms and provisions of this Lease had been fully complied with by Tenant. In addition, there shall be recoverable from Tenant:

10.2.4.1. the cost of restoring the Premises to Building standard condition, normal wear and tear excepted;

10.2.4.2. all accrued, unpaid sums, plus interest at the maximum rate allowed by law, for past due sums up to the date of termination;

10.2.4.3. Landlord's cost of recovering possession of the Premises;

10.2.4.4. Rent accruing subsequent to the date of termination pursuant to the holdover provisions of Section 10.4 below; and

10.2.4.5. any other sum of money or damages owed by Tenant to Landlord.

10.2.5. RIGHT TO RELET.

10.2.5.1. COLLECTION OF RENT; CREDIT TO TENANT. If Landlord elects to terminate Tenant's right to possession of the Premises without terminating this Lease, but elects not to pursue the remedies set forth in Section 10.2.4 above, Tenant shall continue to be liable for all Rent and Landlord may, but shall not be obligated to, relet the Premises, or any part thereof, to a substitute tenant or tenants, for a period of time equal to, lesser than, or greater than the remainder of the Term. Tenant shall be given a credit against the Rent due from Tenant to Landlord during the remainder of the Term in the net amount of rent received from the new tenant; however, the net amount of rent received from the new tenant shall first be applied to:

10.2.5.1.1. the costs incurred by Landlord in reletting the Premises, including, without limitation, remodeling costs, brokerage fees, legal fees, advertising costs and the like;

10.2.5.1.2. the accrued sums, plus interest and late charges if in arrears, under the terms of this Lease;

10.2.5.1.3. Landlord's cost of recovering possession of the Premises; and

10.2.5.1.4. the cost of storing any of Tenant's property left on the Premises after reentry.

10.2.5.2. CONTINUING RIGHTS. Notwithstanding any such reletting without termination of this Lease, Landlord may at any time thereafter elect to exercise its rights under Section 10.2.4 above for such previous breach. Notwithstanding any provision in this Section 10.2.5 to the contrary, upon the default of any substitute tenant or upon the expiration of the lease term of such substitute tenant before the expiration of the Term, Landlord may, at Landlord's election, either relet to still another substitute tenant or exercise its rights under Section 10.2.4 above.

10.2.6. STORAGE OF PROPERTY. Any and all property which may be removed from the Premises by Landlord pursuant to the authority of this Lease or of law, to which Tenant is or may be entitled and to which Landlord's Lien applies in accordance with Section 10.1 above, may be handled, removed and stored, as the case may be, by or at the direction of Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken by Tenant from storage within thirty (30) days after removal from the Premises shall, at Landlord's option, be deemed conveyed by Tenant to Landlord under this Lease as by a bill of sale without further payment or credit by Landlord to Tenant.

10.2.7. COSTS. Upon any default by Tenant, Landlord shall be entitled to receive from Tenant the payment of costs as follows:

10.2.7.1. Tenant shall pay to Landlord on demand all fees and costs, including attorneys' fees and costs, incurred by Landlord, whether incurred in preparation for or at trial, on appeal, or in bankruptcy, in enforcing any of the obligations of Tenant under this Lease;

10.2.7.2. Tenant shall pay to Landlord any expenses to which Landlord may be put in re-entering the Premises, reletting the Premises and putting the Premises into the condition necessary for such reletting (including attorneys' fees and disbursements, marshall's fees, and brokerage fees, in so doing); and

10.2.7.3. Tenant shall pay to Landlord any other expenses reasonably incurred by Landlord.

10.2.8. WAIVER. No delay or omission by Landlord in exercising a right or remedy as provided in this Section 10.2 shall exhaust or impair the same or constitute a waiver of, or acquiescence to, a default.

10.3. NON-WAIVER. Neither acceptance of Rent by Landlord nor failure by Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall waive such default, but Landlord may declare any such default at any time and take such action as might be lawful or authorized hereunder, either at law or in equity.

Waiver by Landlord of any right for any default by Tenant shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default. Receipt by Landlord of Tenant's keys to the Premises shall not constitute an acceptance of surrender of the Premises.

10.4. HOLDING OVER. If Tenant holds over after expiration or termination of this Lease without the written consent of Landlord, Tenant shall pay as rent for the Premises one hundred fifty percent (150%) of the amount of Monthly Base Rental then payable for the entire holdover period calculated and prorated on a daily basis. No holding over by Tenant after the Term shall be construed to extend the term of this Lease. In the event of any unauthorized holding over, Tenant shall indemnify Landlord in accordance with Article 7 above against all claims for damages by any other tenant to whom Landlord may have leased all or any part of the Premises effective upon the termination of this Lease, and for all other losses, costs, and expenses, including reasonable attorneys' fees, incurred by reason of such holding over. Any holding over with the consent of Landlord in writing shall thereafter constitute this Lease a lease from month to month.

10.5. ATTORNEY'S FEES. In addition to Landlord's entitlement to costs as provided in Section 10.2.7 above, if either party defaults in the performance of any of the terms, agreements or conditions contained in this Lease and the other party places the enforcement of this Lease, or any part thereof, or the collection of any Rent due or to become due hereunder or recovery of the possession of the Premises, in the hands of an attorney who files suit upon the same and should such non-defaulting party prevail in such suit, the defaulting party agrees to pay the other party's reasonable attorneys' fees and costs.

Article 11.
Protection of Lenders.

11.1. SUBORDINATION AND ATTORNMENT. This Lease shall be subject and subordinated at all times to the terms of each and every ground or underlying lease which now exists or may hereafter be executed affecting the Premises under which Landlord, its successors, or assigns shall claim, and to the liens of each and every mortgage and deed of trust in any amount or amounts whatsoever now or hereafter existing encumbering the Premises, Tower Building or the Plaza, and to all modifications, renewals and replacements thereto without the necessity of having further instruments executed by Tenant to effect such subordination. Tenant, upon demand, shall further evidence its subordination by executing a subordination and attornment agreement in form and substance acceptable to Landlord and its mortgagee or ground lessor, which subordination and attornment agreement may provide, at the option of such mortgagee or ground lessor, that so long as no default or event which with the passing of time or giving of notice would constitute a default exists under this Lease, the peaceable possession of Tenant in and to the Premises for the Term shall not be disturbed in the event of the foreclosure of the subject mortgage or termination of the subject ground or underlying lease affecting the Premises. If Landlord's interest in the Tower Building and/or Plaza, or that of its successors or assigns, is acquired by any ground lessor, mortgagee, or purchaser at a foreclosure sale or transfer in lieu thereof, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Lease, Premises, Tower Building or Plaza and recognize such transferee or successor as Landlord under this Lease. Notwithstanding the foregoing, any mortgagee under any mortgage shall have the right at any time to subordinate any such mortgage to this Lease on such terms and subject to such conditions as the mortgagee in its discretion may consider appropriate.

11.2. ESTOPPEL CERTIFICATES AND SUBORDINATION AND NON-DISTURBANCE AGREEMENT. Within fifteen (15) days of receipt of written request from Landlord, any lender, or at the request of any purchaser of the Tower Building and/or Plaza, Tenant shall deliver an estoppel certificate, attaching a true and complete copy of this Lease, including all amendments relative thereto, and certifying with particularity, among other things, the following information. Landlord shall likewise deliver a similar estoppel certificate within fifteen (15) days of the request of Tenant, any lender or prospective lender of Tenant, or assignee approved by Landlord the following information:

11.2.1. a description of any renewal or expansion options, if any;

11.2.2. the amount of rent currently and actually paid by Tenant under this Lease;

11.2.3. that the Lease is in full force and effect as modified;

11.2.4. that Tenant is in possession of the Premises;

11.2.5. stating whether either Landlord or Tenant is in default under the Lease and, if so, summarizing such default(s); and

11.2.6. stating whether Tenant or Landlord has claims against the other party and, if so, specifying with particularity the nature and amount of such claim.

11.3. TENANT'S FINANCIAL CONDITION. Within ten (10) days after written request from Landlord, its successors, or assigns Tenant shall deliver to Landlord such financial statements as are reasonably required to verify the net worth of Tenant. In addition, Tenant shall deliver to any lender designated by Landlord, its successors, or assigns all financial statements required by such lender. Tenant represents and warrants to Landlord, its successors, or assigns that each such financial statement is a true and accurate statement as of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth herein. If there is a material, adverse change in Tenant's financial condition, Tenant shall give prompt notice of such change to Landlord.

Article 12.
Telecommunications.

12.1. DEFINITIONS. As used herein, the term "telecommunications" shall include telephone, cable television, data services, internet services, fiber optics services, annunciator services, and other similar services that may not exist as of the Effective Date of this Lease but are created thereafter.

12.2. IN GENERAL. All telecommunications services desired by Tenant shall be ordered and utilized at the sole expense of Tenant. All installations of telecommunications equipment and wires shall be accomplished pursuant to plans and specifications approved in advance in writing by Landlord. Unless Landlord otherwise requests or consents in writing, all of Tenant's telecommunications equipment shall be and remain solely in the Premises and the telephone closet(s) on the floor(s) on which the Premises is located, in accordance with rules and regulations adopted by Landlord from time to time.

12.3. MAINTENANCE. Landlord shall have no responsibility for the maintenance of Tenant's telecommunications equipment, including wire; nor for any wiring or other infrastructure to which Tenant's telecommunications equipment may be connected.

12.4. INTERRUPTION OF SERVICE. Tenant agrees that, to the extent any such service is interrupted, curtailed or discontinued from any cause whatsoever, Landlord shall have no obligation or liability with respect thereto unless such interruption is caused by the negligence or willful misconduct of Landlord or its agents, employees or contractors. Landlord shall have the right, upon reasonable prior notice to Tenant, to interrupt or turn off telecommunications facilities at any time in the event of emergency and at any time other than regular Plaza business hours as necessary in connection with the operation of the Tower Building or installation of telecommunications equipment for other tenants of the Tower Building.

12.5. REMOVAL OF EQUIPMENT. Any and all telecommunications equipment installed in the Premises or elsewhere in the Tower Building by or on behalf of Tenant, including wiring or other facilities for telecommunications transmittal, shall be removed prior to the expiration or earlier termination of the Term, by Tenant at its sole cost or, at Landlord's election, by Landlord at Tenant's sole cost. Landlord shall have the right upon written notice to Tenant given no later than ten (10) days prior to the expiration of the Term or at any time after a default under this Lease, to require Tenant to abandon and leave in place, without additional payment to Tenant or credit against Base Rent or Additional Rent, any and all telecommunications wiring and related infrastructure, or selected components thereof, located in the Tower Building.

12.6. NEW PROVIDER SELECTION; INSTALLATION. In the event that Tenant wishes at any time to utilize the services of a telephone or telecommunications provider whose equipment is not then servicing the Tower Building or Plaza, the installation of such telecommunications provider's lines and other equipment shall not be permitted unless and until the following conditions are satisfied:

12.6.1. No telecommunications provider shall be permitted to install its lines or other equipment within the Tower Building or Plaza without first securing the prior written approval of Landlord. Landlord's approval shall not be deemed any kind of warranty or representation by Landlord, including, without limitation, any warranty or representation as to the suitability, competence, or financial strength of the telecommunications provider.

12.6.2. Without limitation of the foregoing standard, unless all of the following conditions are satisfied to Landlord's satisfaction, it shall be reasonable for Landlord to refuse to give its approval:

12.6.2.1. Landlord shall incur no expense whatsoever with respect to any aspect of the telecommunications provider's provision of its services, including without limitation, the costs of installation, materials and services;

12.6.2.2. prior to commencement of any work in or about the Tower Building or Plaza by the telecommunications provider, the telecommunications provider shall supply Landlord with the written insurance and indemnities as required in Article 6 and Section 7.1 above, respectively, and with any financial statements, and such other items as Landlord reasonably determines to be necessary

to protect its financial interests and the interests of the Tower Building and Plaza relating to the proposed activities of the telecommunications provider;

12.6.2.3. the telecommunications provider agrees to abide by such rules and regulations, building and other codes, job site rules and such other requirements as are reasonably determined by Landlord to be necessary to protect the interests of the Tower Building and Plaza, Tenants of the Tower Building and Plaza, and Landlord;

12.6.2.4. Landlord shall reasonably determine that there is sufficient space in the Tower Building for the placement of all of the telecommunications provider's equipment and materials;

12.6.2.5. the telecommunications provider agrees to abide by Landlord's requirements, if any, that telecommunications provider use existing Tower Building conduits and pipes or use building contractors, or other contractors approved by Landlord;

12.6.2.6. Landlord receives from the telecommunications provider such compensation as is reasonably determined by Landlord to compensate it for space used in the Tower Building for the storage and maintenance of the telecommunications provider's equipment, for the fair market value of a telecommunications provider's access to the Tower Building, and for the costs which may reasonably be expected to be incurred by Landlord;

12.6.2.7. the telecommunications provider agrees to deliver to Landlord detailed "as built" plans immediately after the installation of the telecommunications provider's equipment is complete; and

12.6.2.8. all of the foregoing matters are documented in a written license or other agreement between Landlord and the telecommunications provider, the form and content of which is reasonably satisfactory to Landlord.

12.6.3. Notwithstanding any provision of the preceding paragraphs to the contrary, the refusal of Landlord to grant its approval to any prospective telecommunications provider shall not be deemed a default or breach by Landlord of its obligation under this Lease unless and until Landlord is adjudicated to have acted unreasonably with respect to Tenant's request for approval, and in that event, Tenant shall still have no right to terminate the Lease or claim an entitlement to rent abatement, but may as Tenant's sole and exclusive recourse seek a judicial order of specific performance compelling Landlord to grant its approval as to the perspective telecommunications provider in question. The provisions of this paragraph may be enforced solely by Tenant and Landlord, are not for the benefit of any other party, and specifically but without limitation, no telephone or telecommunications provider shall be deemed a third party beneficiary of this Lease.

12.7. WIRELESS EQUIPMENT. Other than usual and customary cellular telephones, Tenant shall not utilize any wireless communications equipment, including antennae and satellite receiver dishes, in or on the Tower Building or Annex Building, without Landlord's prior written

consent. Such consent may be conditioned in such a manner so as to protect Landlord's financial interests and the interests of the Tower Building and Plaza, and the other tenants therein, in a manner similar to the arrangements described in Article 12.

12.8. INTERFERENCE WITH OTHERS. In the event that telecommunications equipment, wiring and facilities installed by or at the request of Tenant within the Premises, or elsewhere within the Tower Building causes interference to equipment used by another party, Tenant shall assume all liability related to such interference, Tenant shall use reasonable efforts, and shall cooperate with Landlord and other parties, to promptly eliminate such interference. In the event that Tenant is unable to do so, Tenant shall substitute alternative equipment that remedies the situation. If such interference persists, Tenant shall discontinue the use of such equipment, and, at Landlord's discretion, remove such equipment in accordance with Section 12.5 above.

Article 13.
Miscellaneous Provisions.

13.1. LANDLORD'S LIABILITY; CERTAIN DUTIES. As used in the Lease, the term "Landlord" means only the owner of the fee title to the Tower Building or the leasehold estate under a ground lease of the Tower Building at the time in question. Each landlord is obligated to perform the obligations of Landlord under this Lease only during the time such landlord owns such interest or title. Any landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer, provided that such transfer is not for the primary purpose of avoiding such obligations. However, each landlord shall deliver to its transferee all funds previously paid by Tenant if such funds have not yet been applied under the terms of this Lease.

13.2. SECURITY DEPOSIT. This paragraph has been intentionally omitted.

13.3. INTERPRETATION. The captions of the Paragraphs of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant the term "Tenant" shall include Tenant's agents, employees, contractors, subcontractors, invitees, successors or others using the Premises, Tower Building, or Plaza with Tenant's expressed or implied permission. This Lease shall not be construed more or less favorably with respect to either party as a consequence of the Lease or various provisions hereof having been drafted by one of the parties hereto.

13.4. INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS. This Lease is the only agreement between the parties pertaining to the lease of the Premises and no other agreements either oral or otherwise are effective unless embodied herein. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

13.5. NOTICES. Any notice or document, other than rent, required or permitted to be delivered by the terms of this Lease shall be delivered as follows:

13.5.1. Any of the following forms are delivery are acceptable:

13.5.1.1. by hand delivery;

13.5.1.2. by certified mail, return receipt requested; or

13.5.1.3. by guaranteed overnight delivery service.

13.5.2. Notices to Tenant shall be delivered to the address specified in the introductory paragraph of this Lease, except that upon Tenant's taking possession of the Premises, the Premises shall be Tenant's address for notice purposes.

13.5.3. Notices to Landlord shall be delivered to:

Leon County Facilities Management Division
1907 South Monroe Street
Tallahassee, FL 32301

With a copy delivered to:

Herbert W. A. Thiele, Esq.
Leon County Attorney's Office
301 S. Monroe Street, Suite 202
Leon County Courthouse
Tallahassee, FL 32301

13.5.4. All notices shall be effective upon delivery or attempted delivery during regular business hours. Either party may change its notice address upon written notice to the other party, given in accordance herewith by an authorized officer, partner, or principal.

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

13.7. WAIVERS. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

13.8. NO RECORDATION. Tenant shall not record this Lease or any memorandum of lease without prior written consent from Landlord.

13.9. JOINT AND SEVERAL LIABILITY. All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

13.10. FORCE MAJEURE. The performance by either party to this Lease of its obligations, except the payment of Rent or other sums of money, shall be excused by delays attributable to events beyond that party's control for a period of time that is sufficient for the party to perform its obligations after the cessation of the Force Majeure event acting in a diligent, commercially reasonable manner. Events beyond a party's control include, but are not limited to,

acts of the other party, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty, failure of power, shortages of labor or material, government regulation or restriction including extraordinary delay in the issuance of any permit, and unusually inclement weather conditions. Events beyond a party's control shall not include changes in economic or market conditions, or financial or internal problems of the non-performing party, or problems that can be satisfied by the payment of money.

13.11. EXECUTION OF LEASE. Submission or preparation of this Lease by Landlord shall not constitute an offer by Landlord or option for the Premises, or and this Lease shall constitute an offer, acceptance or contract only as expressly specified by the terms of this Section. In the event that Tenant is the first party to execute this Lease, such action shall constitute an offer to Landlord, which may be accepted by Landlord by executing this Lease, and once this Lease is so executed by Landlord, such offer may not be revoked by Tenant and this Lease shall become a binding contract. In the event that Landlord executes this Lease first, such action shall constitute an offer to Tenant, which may be accepted by Tenant only by delivery to Landlord of a fully executed copy of this Lease, together with a fully executed copy of any and all guaranty agreements and addendums provided that in the event that any party other than Landlord makes any material or minor alteration of any nature whatsoever to any of said documents, then such action shall merely constitute a counteroffer, which Landlord, may, at Landlord's election, accept or reject. Notwithstanding that the Commencement Date may occur and the Term may commence after the date of execution of this Lease, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, this Lease shall be fully effective, and in full force and effect and valid and binding against the parties in accordance with, but on and subject to, the terms and conditions of this Lease.

13.12. NO RIGHT OF FIRST REFUSAL. In no event shall this Lease constitute a right of first refusal for Tenant to purchase or lease any other portion of the Premises, Tower Building, or Plaza.

13.13. AUTHORITY.

13.13.1. TENANT'S AUTHORITY. As a material inducement to Landlord to enter into this Lease, Tenant and each party, individually, executing this Lease on behalf of Tenant, intending that Landlord rely thereon, represents and warrants to Landlord as follows:

13.13.1.1. Tenant and the party executing on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver this Lease to Landlord;

13.13.1.2. this Lease constitutes a valid and binding obligation of Tenant, enforceable against Tenant in accordance with the terms of this Lease;

13.13.1.3. Tenant is duly organized, validly existing and in good standing under the laws of the state of Tenant's organization and has full power and authority to enter into this Lease, to perform Tenant's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

13.13.1.4. the execution of this Lease by the individual or individuals executing this Lease on behalf of Tenant, and the performance by Tenant of Tenant's obligation under this Lease, have been duly authorized and approved by all necessary corporate or partnership action, as the case may be, and the execution, delivery and performance of this Lease by Tenant is not in conflict with Tenant's bylaws or articles of incorporation, if a corporation, agreement of partnership, if a partnership, and other charters, agreements, rules or regulations governing Tenant's business as any of the foregoing may have been supplemented or amended in any manner.

13.13.2. LANDLORD'S AUTHORITY. As a material inducement to Tenant to enter into this Lease, Landlord, intending that Tenant rely thereon, represents and warrants to Tenant that:

13.13.2.1. Landlord, and the party executing on behalf of Landlord, are fully and properly authorized to execute and enter into this Lease on behalf of Landlord and to deliver this Lease to Tenant;

13.13.2.2. this Lease constitutes a valid and binding obligation of Landlord, enforceable against Landlord in accordance with the terms of this Lease;

13.13.2.3. Landlord is duly organized, validly existing and in good standing under the laws of the state of Landlord's organization and has full power and authority to enter into this Lease, to perform Landlord's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Premises are located; and

13.13.2.4. the execution of this Lease by the individual or individuals executing this Lease on behalf of Landlord, and the performance by Landlord of Landlord's obligation under this Lease, have been duly authorized and approved by all necessary corporate action, as the case may be, and the execution, delivery and performance of this Lease by Landlord is not in conflict with Landlord's bylaws or other charters, agreements, rules or regulations governing Landlord's business as any of the foregoing may have been supplemented or amended in any manner.

13.14. FLORIDA LAW. This Lease shall be governed by the laws of the State of Florida.

13.15. COUNTERPART. This Lease may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts.

13.16. HOLDING OVER. In addition to and not limiting any other rights or remedies which Landlord may have on account of Tenant holding over without written consent of Landlord, Tenant shall be liable for any and all direct and consequential damages incurred by Landlord on account of such unapproved holding over including claims by tenants entitled to future possession.

13.17. TIME IS OF THE ESSENCE. Time is of the essence of this Lease and all provisions contained herein.

13.18. APPROVAL OF PLANS AND SPECIFICATIONS. Neither review nor approval by or on behalf of Landlord of any Tenant's plans nor any plans and specifications for any Tenant Alterations or any other work shall constitute a representation or warranty by Landlord, any of Landlord's beneficiaries, the managing agent of the Tower Building or Plaza or any of their respective agents, partners or employees that such plans and specifications are either (i) complete or suitable for their intended purpose, or (ii) in compliance with Applicable Laws, it being expressly agreed by Tenant that neither Landlord, nor any of Landlord's beneficiaries, nor the managing agent of the Tower Building or Plaza nor any of their respective agents, partners or employees assume any responsibility or liability whatsoever to Tenant or to any other person or entity for such completeness, suitability or compliance.

13.19. RELATIONSHIP. Landlord and Tenant disclaim any intention to create a joint venture, partnership or agency relationship.

13.20. BROKER'S FEE.

13.20.1. REPRESENTATION. Tenant covenants, represents and warrants that Tenant had no dealings or negotiations with any broker or agent other than Advisors Real Estate Group LLC in connection with the consummation of this Lease.

13.20.2. COMMISSIONS. Landlord and Tenant acknowledge and agree that any and all commissions due to Broker shall be paid as follows:

13.20.2.1. Broker shall negotiate with Landlord for the payment of commissions, through an agreement separate and apart from this Lease.

13.20.2.2. Any additional commissions due to Broker, in excess of those paid through the separate agreement with Landlord, shall be paid by Tenant.

13.20.3. INDEMNITY. Tenant agrees to indemnify Landlord, in accordance with Section 7.1 above, against any loss, liability, or expense, including attorney's fees and costs, arising out of claims for fees or commissions from anyone other than Broker with whom Tenant has dealt in connection with the lease of the Premises.

13.21. WAIVER OF TRIAL BY JURY. Landlord and Tenant each hereby knowingly, intentionally and voluntarily waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Lease.

13.22. RIDERS AND EXHIBITS. All Riders, Addenda and Exhibits attached hereto and executed both by Landlord and Tenant shall be deemed to be a part of this Lease and are hereby incorporated.

13.23. TENANT ASSIGNMENT. Tenant shall not assign this Lease, in whole or in part, or sublease the Premises, in whole or in part, without the prior written consent of Landlord. In no event shall Tenant be released from any obligation or liability under this Lease following any such assignment or sublease. No sublessee of the Premises or any portion thereof, may further assign or sublease its interest in the Premises or any portion thereof.

13.24. LANDLORD ASSIGNMENT. Landlord shall have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease. Any such sale, transfer or assignment shall operate to release Landlord from any and all liability under this Lease arising after the date of such sale, assignment or transfer.

IN WITNESS WHEREOF, Tenant and Landlord have caused this Lease to be duly executed as of the date first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

FLORIDA FARM BUREAU FEDERATION

_____

Name: _____

_____

Name: _____

_____

By: _____

Print Name: _____

Its: _____

Date: _____

(Corporate Seal)

LEON COUNTY, FLORIDA

_____

Name: _____

_____

Name: _____

By _____
Parwez Alam
Its County Administrator

Date: _____

ATTEST:
Bob Inzer, Clerk of the Court,
Leon County, Florida

BY: _____

Name: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____

Herbert W. A. Thiele, Esq.

SAMPLE

BANK OF AMERICA PLAZA PARKING LICENSE AGREEMENT BETWEEN LEON COUNTY AND TENANT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__by and between **LEON COUNTY, a political subdivision of the state of Florida** (hereinafter referred to as "County") and _____ (hereinafter referred to as "Tenant"):

RECITALS

WHEREAS, County is the owner of the real property located at 311 and 315 South Calhoun Street, Tallahassee, Leon County, Florida, improved with an eight-story office building and an adjacent annex office building collectively known as the Bank of America Plaza (hereinafter the "BOA"); and

WHEREAS, Tenant has previously entered into a lease agreement or license agreement dated _____ for the right to possess certain premises located at the BOA (hereinafter the lease or license agreement shall be referred to as the "Lease"); and

WHEREAS, appurtenant to the office building and annex is a parking lot delineated with individual numbered parking spaces thereon, together with common ingress and egress serving the entire parking lot (hereinafter the office building, annex building, parking lot, and all common areas serving those improvements are collectively referred to as the "Project"); and

WHEREAS, County wishes to license to Tenant the use of one or more of the parking spaces in the Project pursuant to the terms described herein.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1) County hereby licenses to Tenant and Tenant hereby licenses from County that(those) certain parking space(s) numbered as shown on Exhibit "A" attached hereto (hereinafter referred to as the Parking Space(s)). This license (hereinafter the "License") reserves to Tenant the right to park a non-commercial passenger vehicle only.

2) Tenant acknowledges and agrees that County may, at County's sole discretion, re-designate the parking space(s) licensed to Tenant under this Agreement. In the event County makes such election to re-designate, Tenant agrees to execute an amendment to this Agreement to reflect therein the re-designated parking spaces on a revised Exhibit "A".

3) The term of the License shall commence on the ____ day of _____, 20__ and shall terminate on the ____ day of _____, 20___. The License shall be automatically extended after the termination date for an additional term of one (1) calendar month and from month to month thereafter unless and until

one party, no later than fifteen (15) calendar days prior to the expiration date of either the initial term or an additional term, notifies the other party in writing of their intent to terminate the License.

4) The monthly fee for the License of the Parking Space(s) shall be $ _____, plus applicable state and local sales tax. The monthly fee for each renewal period of the License shall be set by County no later than thirty (30) days before the end of the period preceding such renewal.

5) The fee for the initial month, prorated if necessary, shall be payable to County upon execution of this License Agreement. Any and all subsequent monthly fees for the License shall be paid in advance, on or before the first day of each calendar month, to Leon County Board of County Commissioners, PO Box 864441, Orlando, Florida 32886-4441. A finance charge equal to 5% of the monthly fee will be assessed against Tenant if any monthly fee is not in receipt by County on the sixth day of the month.

6) Tenant acknowledges that, in addition to the Parking Space(s) licensed under this Agreement, County has licensed other reserved parking spaces to other tenants in the Project and that all licensed parking spaces in the Project, including the Parking Space(s) licensed under this Agreement, are licensed on a self-parking basis. County agrees to identify the Parking Space(s) as being reserved for Tenant, but Tenant agrees that County shall have no obligation, liability or responsibility to Tenant should the Parking Space(s) be occupied at any time or times by persons not so authorized or directed by County.

7) This License may not be assigned by Tenant, nor the Parking Space(s) sublet in whole or in part, without the prior written consent of County, which consent may be given or withheld in County's sole discretion.

8) This Agreement is one of licensing in property and is not a bailment. As such, Tenant shall assume full responsibility for its vehicles and those of its employees, agents and invitees, and the contents of the vehicles. Tenant, as a material part of the consideration to be rendered to County under this License, to the extent permitted by law, hereby waives all claims against County, its agents, servants or employees for loss, theft or damage to property and for injuries to persons in, on or about the Property and Tenant shall indemnify, defend and hold County, its agents, servants and employees exempt and harmless from and on account of any damage or injury to any person, or to the property, goods, wares and merchandise of any person, arising from the use of the Property by Tenant, its agents, servants, employees, contractors, invitees of Tenants.

9) Particularly, but not in limitation of the foregoing paragraph, all property belonging to Tenant, or any user authorized by Tenant to use either the Parking Space(s) licensed under this Agreement or any other parking space in the Parking Lot, shall be there at the risk of Tenant or such other person as authorized by Tenant only.

Furthermore, except for the deliberate act of County or its agents or employees, County, or its agents or employees, shall not be liable for injury to persons or damage to or theft of or misappropriation of such property by any means whatsoever. Tenant shall give prompt notice to County in case of any such injury, damage, theft, or misappropriation. In case any action or proceeding should be brought against County by reason of any obligation on Tenant's part to be performed under the terms of this License or arising from any act or negligence of the Tenant, or of its agents or employees, Tenant upon notice from County shall defend the same at Tenant's expense by counsel reasonably satisfactory to County.

10) The Parking Space(s) shall be used by Tenant, its employees, agents and invitees, pursuant to such rules and regulations as County shall from time to time promulgate. If for any reason the Lease or Tenant's right to possession under the Lease shall be terminated, this License may, at the option of County, be terminated at any time thereafter by written notice to Tenant.

11) In the event of any default by Tenant under this License, which default continues for five (5) calendar days after Tenant's receipt of County's written notice of such default, any use by Tenant of the Parking Lot or Parking Space(s) shall be considered a trespass by Tenant and County shall have the right under this Agreement to remove from the Property any vehicle of Tenant, or those of its employees, agents and invitees, by towing such vehicle at Tenant's expense. In the event of such towing, Tenant shall hold County harmless from any and all claims of damage as a result of such towing. In addition to County's right to remove such vehicles, County shall have any and all rights and remedies as provided in the Lease for default or any and all other remedies provided by law.

12) This License and the rights of Tenant under it shall be, and are, hereby made subject to and subordinate to any ground lease, liens of any mortgage, mortgages or deeds of trust now or hereafter existing against the Property, or any part or parts of it, and to all renewals, modification, consolidation, replacements and extensions and to all advances made or hereafter to be made upon any such security on the Property.

13) In the event of a sale or conveyance by County of its interest in the Property, the same shall operate to release County from any future liability upon any covenants or conditions, express or implied, herein contained in favor of Tenant, and in such event, Tenant agrees to look solely to the responsibility of the successor in interest of County in and to this License. Tenant agrees to attorn to the purchaser or assignee.

14) In the event of any litigation between Tenant and County to enforce any provision of this License or any right to either party, the Tenant shall pay upon demand all County's costs, charges and expenses, including reasonable fees of counsel, agents and other retained by County, incurred in enforcing Tenant's obligations under this Agreement or incurred by County in any litigation, negotiation or transaction in which Tenant causes County, without County's fault, to be involved.

15) Tenant agrees promptly to furnish estoppel certificates pertaining to this License if required by County, which certificates shall be in the form provided to be furnished in the Lease, if applicable, or otherwise reasonably acceptable to County.

16) The covenants and conditions herein contained shall apply to and bind the respective heirs, successors, executors, administrators and assigns of the parties. The terms "County" and "Tenant" shall include the successors and assigns of either party, whether immediate or remote.

The parties have executed this License Agreement as of the date first written above.

TENANT:

_____

By: _____
Its: _____

LEON COUNTY, a political subdivision of the state of Florida

_____

By: Parwez Alam
Its: County Administrator

Space # Assigned:_____

Type of Vehicle _____

Tag #_____

SAMPLE

Bank of America Plaza

Tallahassee, Florida

P - 1 Level

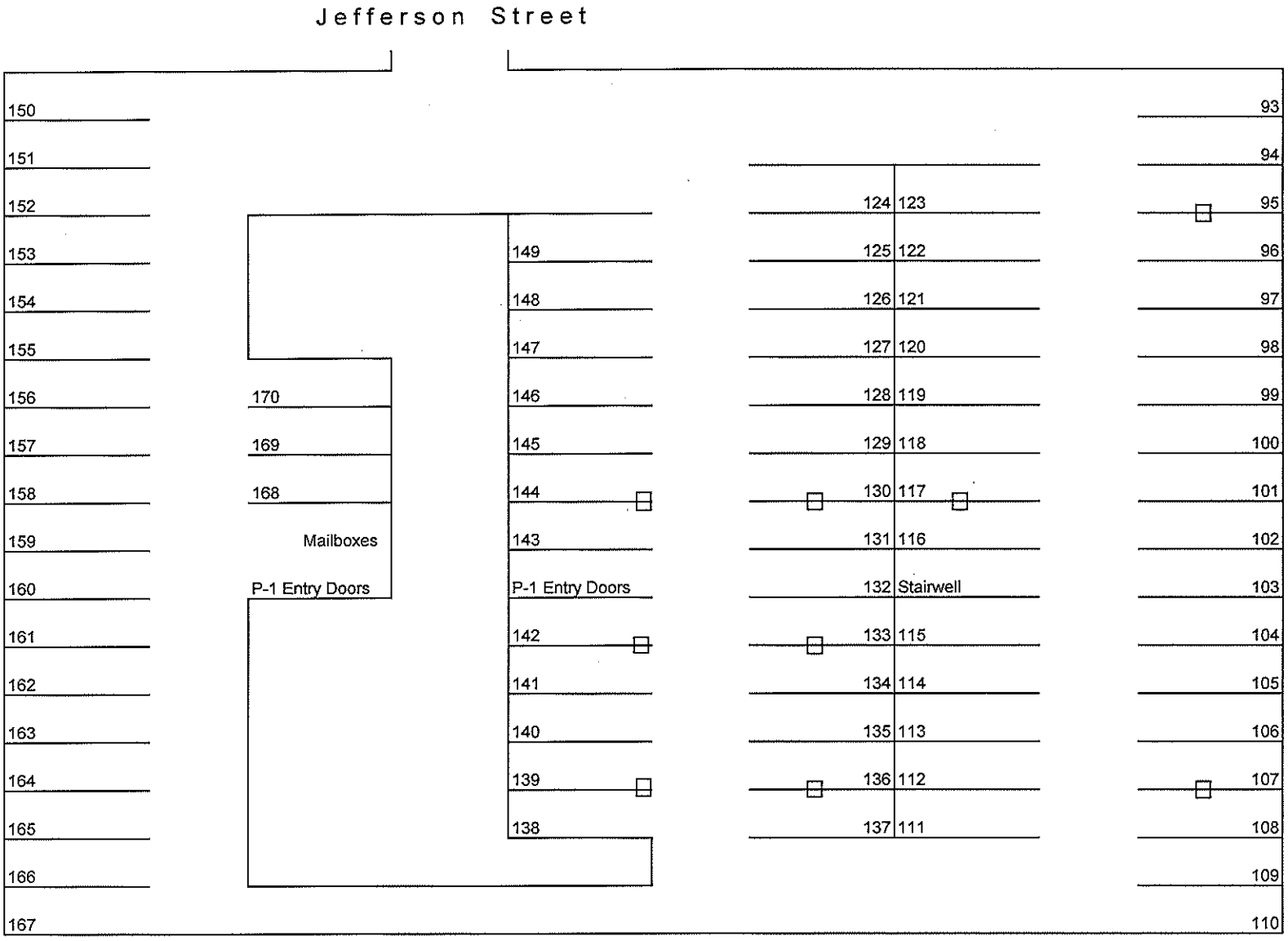

Exhibit "A"

Bank of America Plaza

Tallahassee, Florida

"B" Level

Jefferson Street

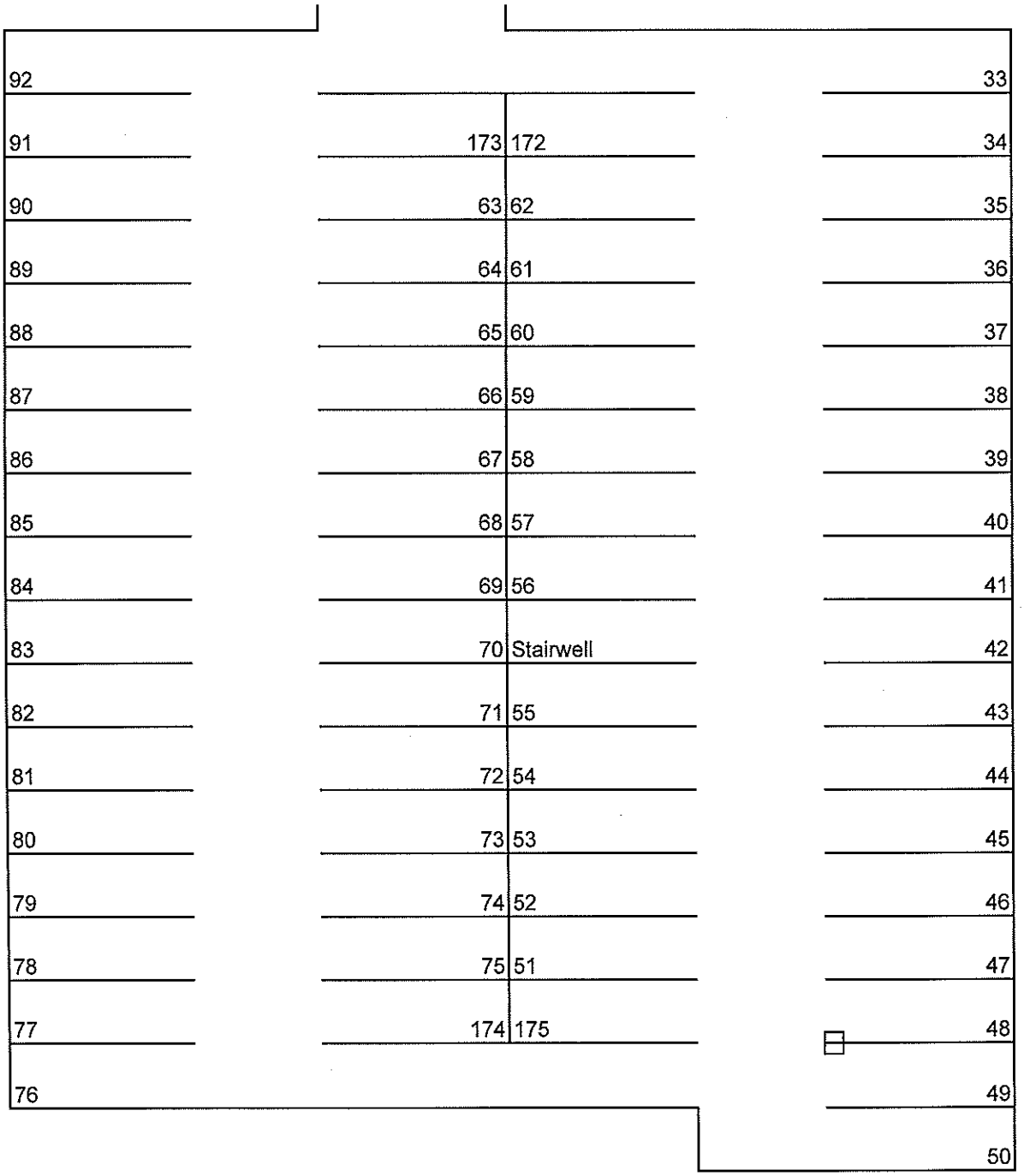

Exhibit "A"

Bank of America Plaza

Tallahassee, Florida

"C" Level

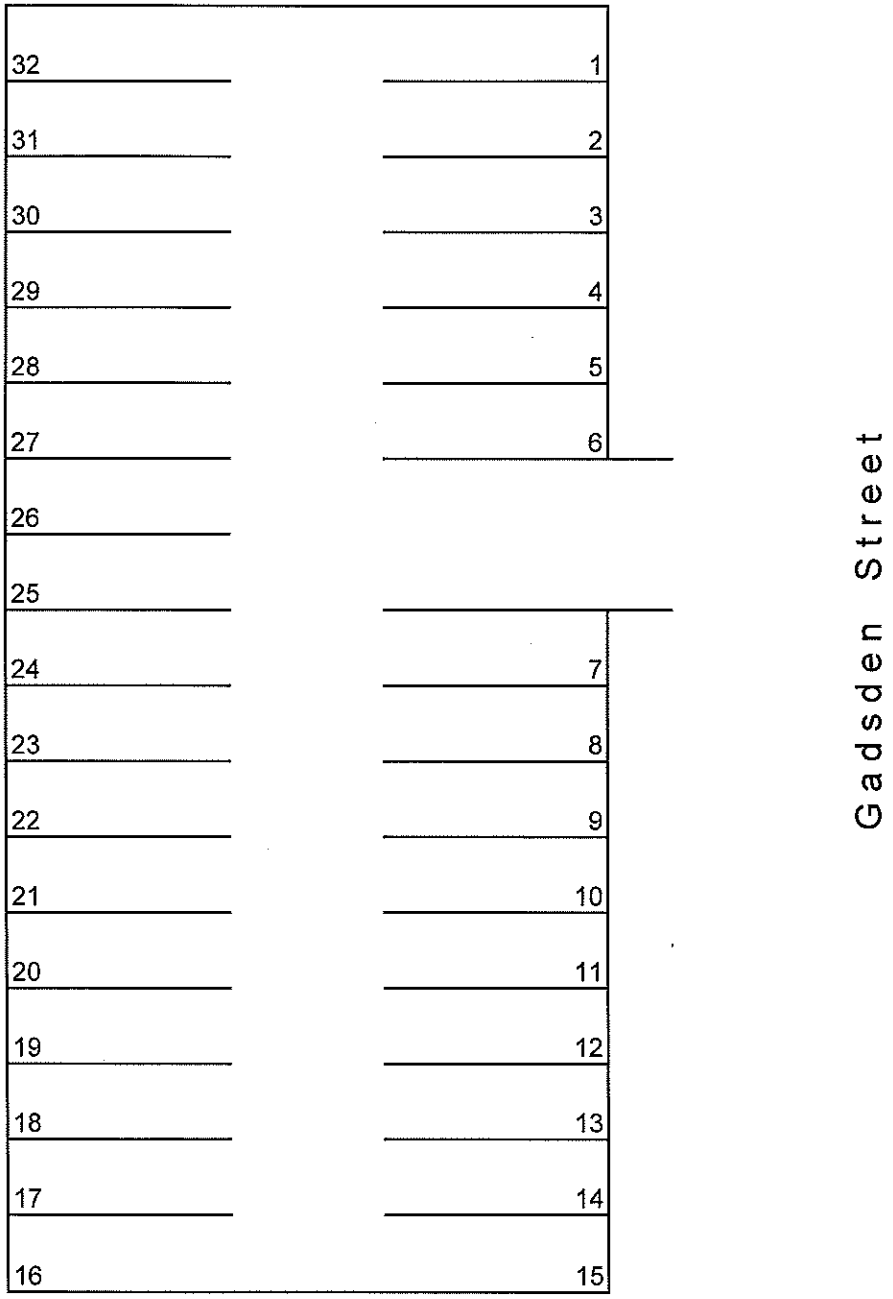

Exhibit "A"

BANK OF AMERICA PLAZA PARKING LICENSE AGREEMENT BETWEEN LEON COUNTY AND INDIVIDUAL NON-TENANT

THIS AGREEMENT, made and entered into this ___ day of _____, 200__by and between **LEON COUNTY, a political subdivision of the state of Florida** (hereinafter referred to as "County") and _____ (hereinafter referred to as "Licensee"):

RECITALS

WHEREAS, County is the owner of the real property located at 311 and 315 South Calhoun Street, Tallahassee, Leon County, Florida, improved with an eight-story office building and an adjacent annex office building collectively known as the Bank of America Plaza (hereinafter the "BOA"); and

WHEREAS, appurtenant office building and annex is a parking lot delineated with individual numbered parking spaces thereon, together with common ingress and egress serving the entire parking lot (hereinafter the office building, annex building, parking lot, and all common areas serving those improvements are collectively referred to as the "Project"); and

WHEREAS, County wishes to license to Licensee the use of one or more of the parking spaces in the Project pursuant to the terms described herein.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1) County hereby licenses to Licensee and Licensee hereby licenses from County that(those) certain parking space(s) numbered as shown on Exhibit "A" attached hereto (hereinafter referred to as the Parking Space(s)). This license (hereinafter the "License") reserves to Licensee the right to park a non-commercial passenger vehicle only; provided, however, that such non-commercial passenger vehicle comply with any and all building, structural, security and operational provisions in any rules and regulations, which County may time to time promulgate.

2) Licensee acknowledges and agrees that County may, at County's sole discretion, re-designate the parking space(s) licensed to Licensee under this Agreement. In the event County makes such election to re-designate, Licensee agrees to execute an amendment to this Agreement to reflect therein the re-designated parking spaces on a revised Exhibit "A".

3) The term of the License shall commence on the ____ day of _____, 200__ and shall terminate on the ____ day of _____, 200___. The License shall be automatically extended after the termination date for an additional term of one (1) calendar month and from month to month thereafter unless and until one party, no later than fifteen (15) calendar days prior to the expiration date of either

the initial term or an additional term, notifies the other party in writing of their intent to terminate the License.

4) The monthly fee for the License of the Parking Space(s) shall be $ _____, plus applicable state and local sales tax. The monthly fee for each renewal period of the License shall be set by County no later than thirty (30) days before the end of the period preceding such renewal.

5) The fee for the initial month, prorated if necessary, shall be payable to County upon execution of this License Agreement. Any and all subsequent monthly fees for the License shall be paid in advance, on or before the first day of each calendar month, to Leon County Board of County Commissioners, PO Box 864441, Orlando, Florida 32886-4441. A finance charge equal to 5% of the monthly fee will be assessed against Licensee if any monthly fee is not in receipt by County on the sixth day of the month.

6) Licensee acknowledges that, in addition to the Parking Space(s) licensed under this Agreement, County has licensed other reserved parking spaces to other Licensees in the Project and that all licensed parking spaces in the Project, including the Parking Space(s) licensed under this Agreement, are licensed on a self-parking basis. County agrees to identify the Parking Space(s) as being reserved for Licensee, but Licensee agrees that County shall have no obligation, liability or responsibility to Licensee should the Parking Space(s) be occupied at any time or times by persons not so authorized or directed by County.

7) This License may not be assigned by Licensee, nor the Parking Space(s) sublet in whole or in part, without the prior written consent of County, which consent may be given or withheld in County's sole discretion.

8) This Agreement is one of licensing in property and is not a bailment. As such, Licensee shall assume full responsibility for its vehicles and those of its employees, agents and invitees, and the contents of the vehicles. Licensee, as a material part of the consideration to be rendered to County under this License, to the extent permitted by law, hereby waives all claims against County, its agents, servants or employees for loss, theft or damage to property and for injuries to persons in, on or about the Property and Licensee shall indemnify, defend and hold County, its agents, servants and employees exempt and harmless from and on account of any damage or injury to any person, or to the property, goods, wares and merchandise of any person, arising from the use of the Property by Licensee, its agents, servants, employees, contractors, invitees of Licensees.

9) Particularly, but not in limitation of the foregoing paragraph, all property belonging to Licensee, or any user authorized by Licensee to use either the Parking Space(s) licensed under this Agreement or any other parking space in the Parking Lot, shall be there at the risk of Licensee or such other person as authorized by Licensee only. Furthermore, except for the deliberate act of County or its agents or employees,

County, or its agents or employees, shall not be liable for injury to persons or damage to or theft of or misappropriation of such property by any means whatsoever. Licensee shall give prompt notice to County in case of any such injury, damage, theft, or misappropriation. In case any action or proceeding should be brought against County by reason of any obligation on Licensee's part to be performed under the terms of this License or arising from any act or negligence of the Licensee, or of its agents or employees, Licensee upon notice from County shall defend the same at Licensee's expense by counsel reasonably satisfactory to County.

10) The Parking Space(s) shall be used by Licensee, its employees, agents and invitees, pursuant to such rules and regulations as County shall from time to time promulgate. If for any reason the Lease or Licensee's right to possession under the Lease shall be terminated, this License may, at the option of County, be terminated at any time thereafter by written notice to Licensee.

11) In the event of any default by Licensee under this License, which default continues for five (5) calendar days after Licensee's receipt of County's written notice of such default, any use by Licensee of the Parking Lot or Parking Space(s) shall be considered a trespass by Licensee and County shall have the right under this Agreement to remove from the Property any vehicle of Licensee, or those of its employees, agents and invitees, by towing such vehicle at Licensee's expense. In the event of such towing, Licensee shall hold County harmless from any and all claims of damage as a result of such towing. In addition to County's right to remove such vehicles, County shall have any and all rights and remedies as provided in the Lease for default or any and all other remedies provided by law.

12) This License and the rights of Licensee under it shall be, and are, hereby made subject to and subordinate to any ground lease, liens of any mortgage, mortgages or deeds of trust now or hereafter existing against the Property, or any part or parts of it, and to all renewals, modification, consolidation, replacements and extensions and to all advances made or hereafter to be made upon any such security on the Property.

13) In the event of a sale or conveyance by County of its interest in the Property, the same shall operate to release County from any future liability upon any covenants or conditions, express or implied, herein contained in favor of Licensee, and in such event, Licensee agrees to look solely to the responsibility of the successor in interest of County in and to this License. Licensee agrees to attorn to the purchaser or assignee.

14) In the event of any litigation between Licensee and County to enforce any provision of this License or any right to either party, the Licensee shall pay upon demand all County's costs, charges and expenses, including reasonable fees of counsel, agents and other retained by County, incurred in enforcing Licensee's obligations under this Agreement or incurred by County in any litigation, negotiation or transaction in which Licensee causes County, without County's fault, to be involved.

15) Licensee agrees promptly to furnish estoppel certificates pertaining to this License if required by County, which certificates shall be in the form provided to be furnished in the Lease, if applicable, or otherwise reasonably acceptable to County.

16) The covenants and conditions herein contained shall apply to and bind the respective heirs, successors, executors, administrators and assigns of the parties. The terms "County" and "Licensee" shall include the successors and assigns of either party, whether immediate or remote.

The parties have executed this License Agreement as of the date first written above.

LICENSEE:	LEON COUNTY, a political subdivision of the state of Florida
_____	_____
By: _____	By: Parwez Alam
Its: _____	Its: County Administrator

Space # Assigned:_____

Type of Vehicle _____

Tag #_____

SAMPLE

Bank of America Plaza
Tallahassee, Florida
P - 1 Level

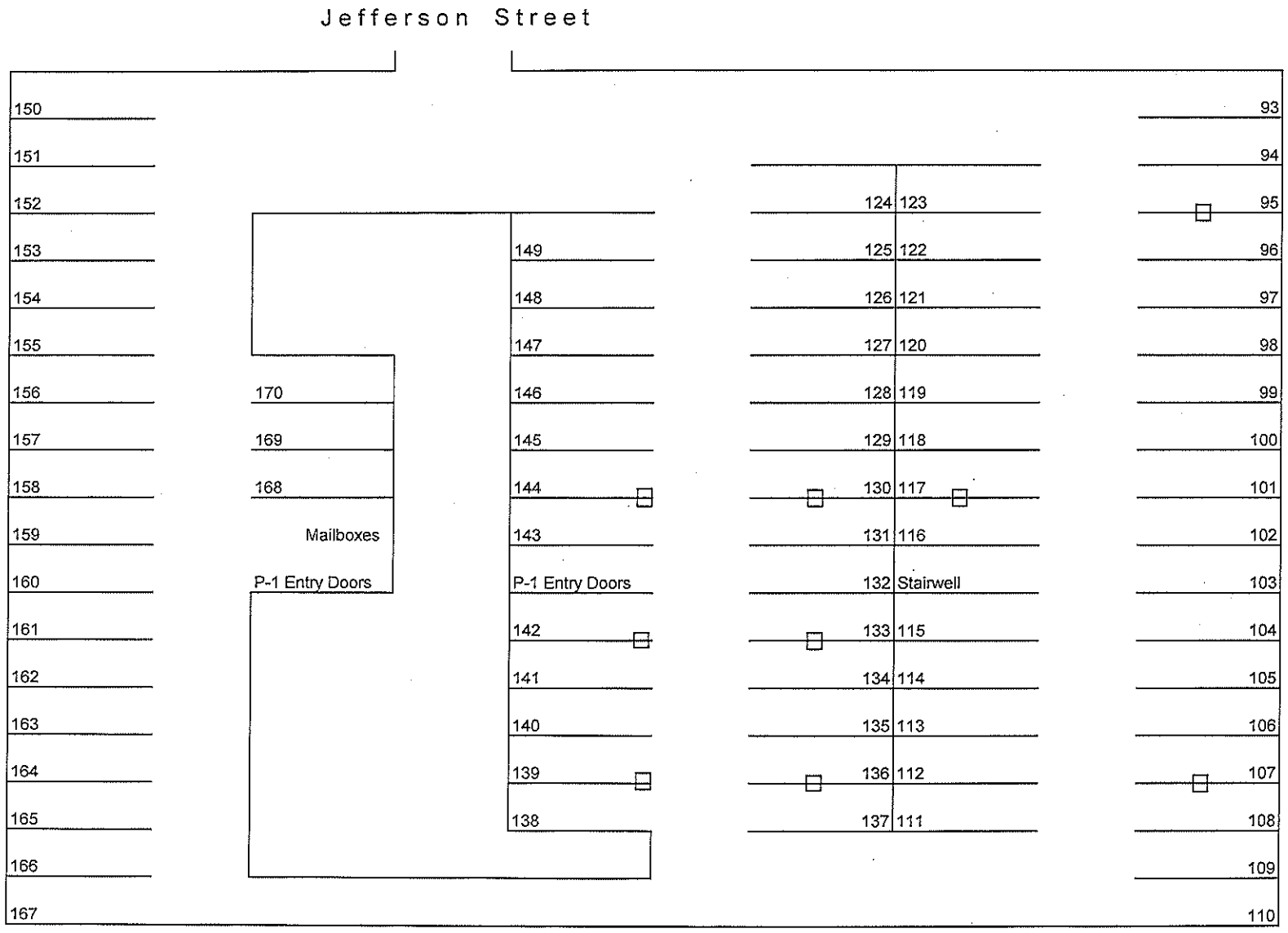

Exhibit "A"

Bank of America Plaza

Tallahassee, Florida

"B" Level

Jefferson Street

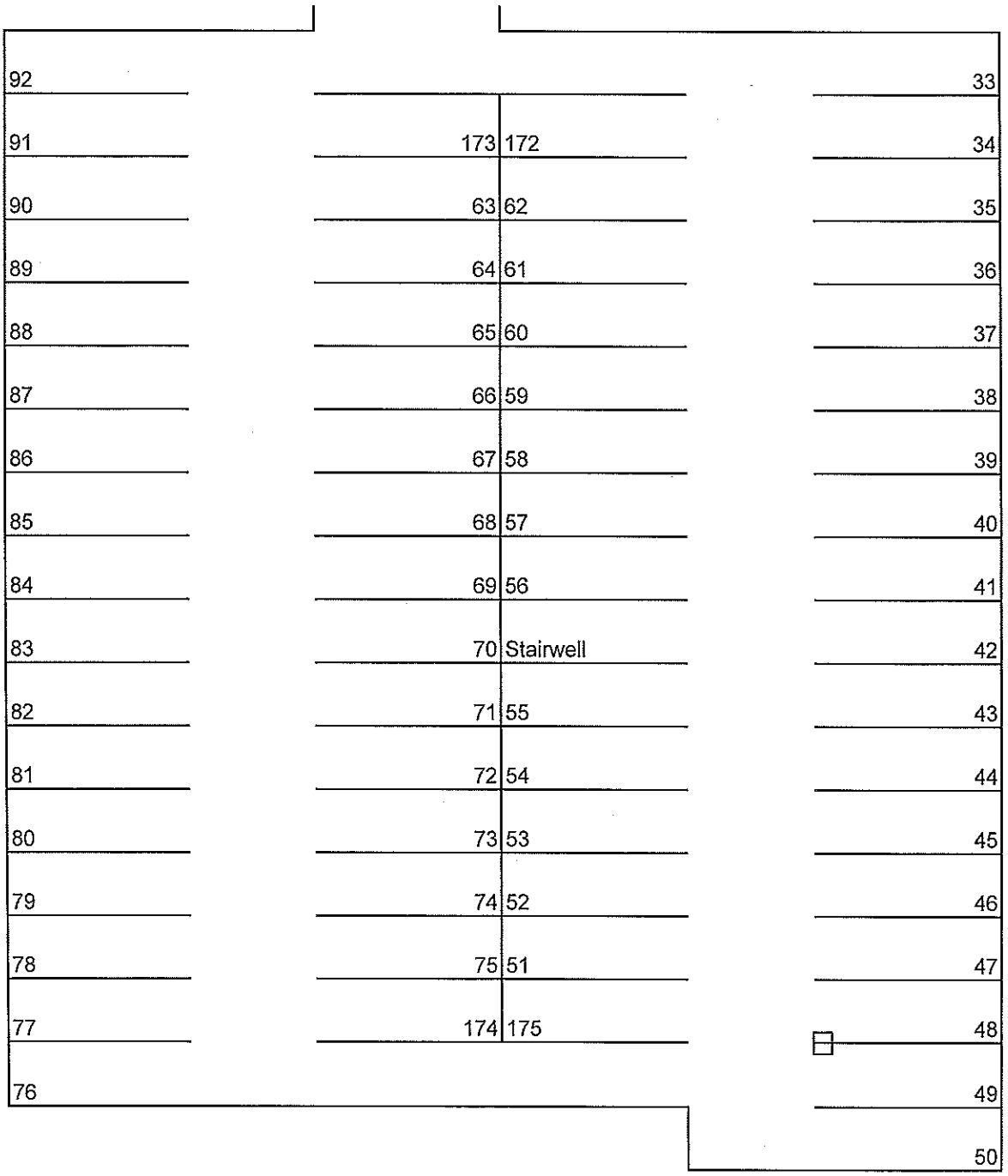

Exhibit "A"

Bank of America Plaza

Tallahassee, Florida

"C" Level

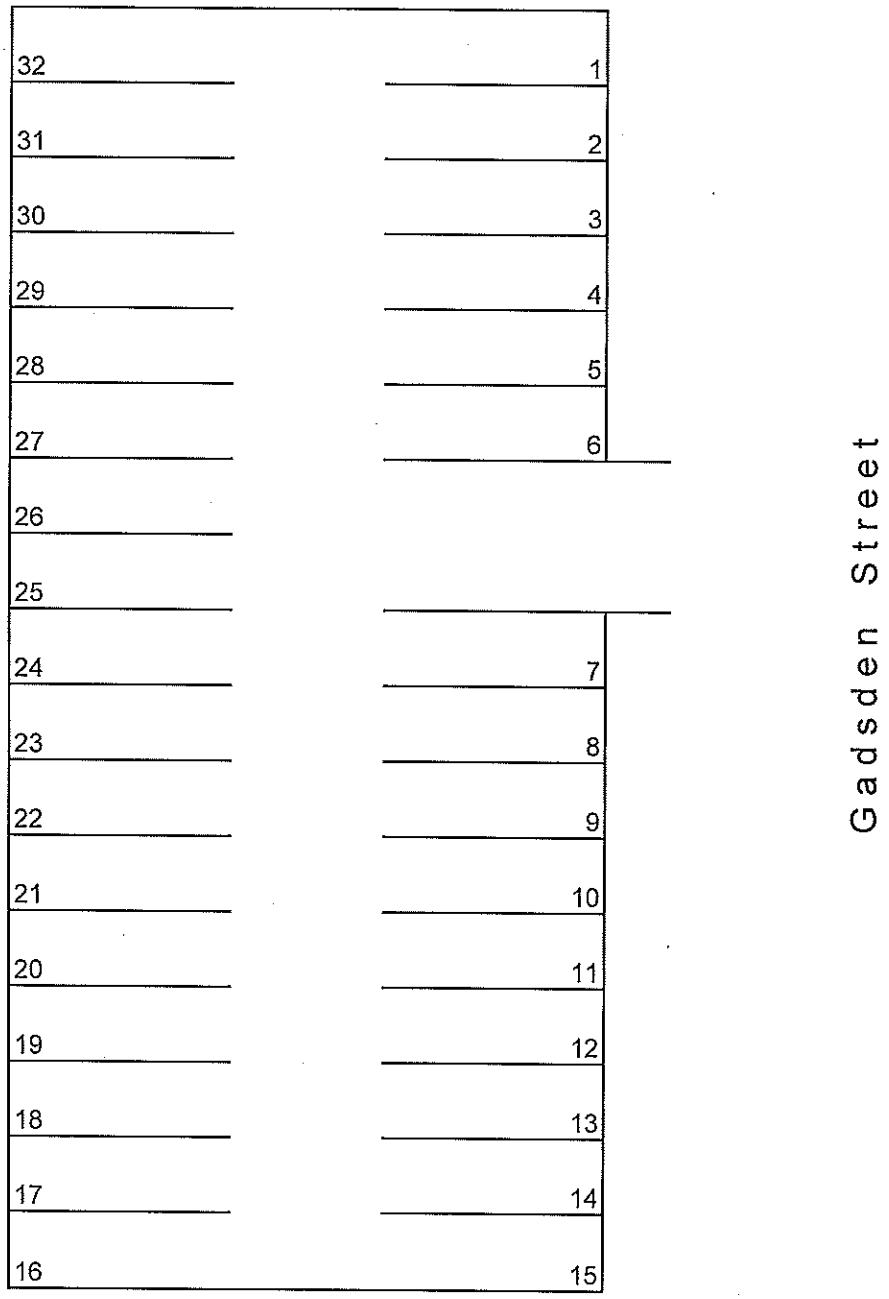

Exhibit "A"

PARKING LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 20___by and between **LEON COUNTY, a political subdivision of the state of Florida** (hereinafter referred to as "County") and _____ (hereinafter referred to as "Licensee"):

RECITALS

WHEREAS, County is the owner of the real property located at the northeast corner of Pensacola Street and Gadsden Street, identified as 743 S. Gadsden Street, Tallahassee, Leon County, Florida (hereinafter referred to as the "Property"); and

WHEREAS, the Property is improved with a paved parking lot delineated with individual numbered parking spaces thereon (hereinafter referred to collectively as the "Parking Lot"), and County wishes to license to Licensee the use of one or more of the spaces in the Parking Lot pursuant to the terms described herein.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1) County hereby licenses to Licensee and Licensee hereby licenses from County that(those) certain parking space(s) numbered as shown on Exhibit "A" attached hereto (hereinafter referred to as the Parking Space(s)). This license (hereinafter the "License") reserves to Licensee the right to park a non-commercial passenger vehicle only.

2) Licensee acknowledges and agrees that County may, at County's sole discretion, re-designate the parking space(s) licensed to Licensee under this Agreement. In the event County makes such election to re-designate, Licensee agrees to execute an amendment to this Agreement to reflect therein the re-designated parking spaces on a revised Exhibit "A".

3) The term of the License shall commence on the ____ day of _____, 20__ and shall terminate on the ____ day of _____, 20___. The License shall be automatically extended after the termination date for an additional term of one (1) calendar month and from month to month thereafter unless and until one party, no later than fifteen (15) calendar days prior to the expiration date of either the initial term or an additional term, notifies the other party in writing of their intent to terminate the License.

4) The monthly fee for the License of the Parking Space(s) shall be $ _____, plus applicable state and local sales tax. The monthly fee for each renewal period of the License shall be set by County no later than thirty (30) days before the end of the period preceding such renewal.

5) The fee for the initial month, prorated if necessary, shall be payable to County upon execution of this License Agreement. Any and all subsequent monthly fees for the License shall be paid in advance, on or before the first day of each calendar month, to Leon County Board of County Commissioners, PO Box 864441, Orlando, Florida 32886-4441. A finance charge equal to 5% of the monthly fee will be assessed against Licensee if any monthly fee is not in receipt by County on the sixth day of the month.

6) Licensee acknowledges that, in addition to the Parking Space(s) licensed under this Agreement, County has licensed other reserved parking spaces in the Parking Lot to other Licensees and that all licensed parking spaces in the Parking Lot, including the Parking Space(s) licensed under this Agreement, are licensed on a self-parking basis. County agrees to identify the Parking Space(s) as being reserved for Licensee, but Licensee agrees that County shall have no obligation, liability or responsibility to Licensee should the Parking Space(s) be occupied at any time or times by persons not so authorized or directed by County.

7) This License may not be assigned by Licensee, nor the Parking Space(s) sublet in whole or in part, without the prior written consent of County, which consent may be given or withheld in County's sole discretion.

8) This Agreement is one of licensing in property and is not a bailment. As such, Licensee shall assume full responsibility for its vehicles and those of its employees, agents and invitees, and the contents of the vehicles. Licensee, as a material part of the consideration to be rendered to County under this License, to the extent permitted by law, hereby waives all claims against County, its agents, servants or employees for loss, theft or damage to property and for injuries to persons in, on or about the Property and Licensee shall indemnify, defend and hold County, its agents, servants and employees exempt and harmless from and on account of any damage or injury to any person, or to the property, goods, wares and merchandise of any person, arising from the use of the Property by Licensee, its agents, servants, employees, contractors, invitees or licensees.

9) Particularly, but not in limitation of the foregoing paragraph, all property belonging to Licensee, or any user authorized by Licensee to use either the Parking Space(s) licensed under this Agreement or any other parking space in the Parking Lot, shall be there at the risk of Licensee or such other person as authorized by Licensee only. Furthermore, except for the deliberate act of County or its agents or employees, County, or its agents or employees, shall not be liable for injury to persons or damage to or theft of or misappropriation of such property by any means whatsoever. Licensee shall give prompt notice to County in case of any such injury, damage, theft, or misappropriation. In case any action or proceeding should be brought against County by reason of any obligation on Licensee's part to be performed under the terms of this License or arising from any act or negligence of the Licensee, or of its agents or employees, Licensee upon notice from County shall defend the same at Licensee's expense by counsel reasonably satisfactory to County.

10) The Parking Space(s) shall be used by Licensee, its employees, agents and invitees, pursuant to such rules and regulations as County shall from time to time promulgate.

11) In the event of any default by Licensee under this License, which default continues for five (5) calendar days after Licensee's receipt of County's written notice of such default, any use by Licensee of the Parking Lot or Parking Space(s) shall be considered a trespass by Licensee and County shall have the right under this Agreement to remove from the Property any vehicle of Licensee, or those of its employees, agents and invitees, by towing such vehicle at Licensee's expense. In the event of such towing, Licensee shall hold County harmless from any and all claims of damage as a result of such towing. In addition to County's right to remove such vehicles, County shall have any and all other remedies provided by law.

12) This License and the rights of Licensee under it shall be, and are, hereby made subject to and subordinate to any ground lease, liens of any mortgage, mortgages or deeds of trust now or hereafter existing against the Property, or any part or parts of it, and to all renewals, modification, consolidation, replacements and extensions and to all advances made or hereafter to be made upon any such security on the Property.

13) In the event of a sale or conveyance by County of its interest in the Property, the same shall operate to release County from any future liability upon any covenants or conditions, express or implied, herein contained in favor of Licensee, and in such event, Licensee agrees to look solely to the responsibility of the successor in interest of County in and to this License. Licensee agrees to attorn to the purchaser or assignee.

14) In the event of any litigation between Licensee and County to enforce any provision of this License or any right to either party, the Licensee shall pay upon demand all County's costs, charges and expenses, including reasonable fees of counsel, agents and other retained by County, incurred in enforcing Licensee's obligations under this Agreement or incurred by County in any litigation, negotiation or transaction in which Licensee causes County, without County's fault, to be involved.

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15) Licensee agrees promptly to furnish estoppel certificates pertaining to this License if required by County, which certificates shall be in a form reasonably acceptable to County.

16) The covenants and conditions herein contained shall apply to and bind the respective heirs, successors, executors, administrators and assigns of the parties. The terms "County" and "Licensee" shall include the successors and assigns of either party, whether immediate or remote.

The parties have executed this License Agreement as of the date first written above.

LICENSEE:	LEON COUNTY, a political subdivision of the state of Florida
_____	_____
By: _____	By: Parwez Alam
Its: _____	Its: County Administrator

Space # Assigned:_____ Card # Assigned:_____

Type of Vehicle _____

Tag #_____

SAMPLE

I_____

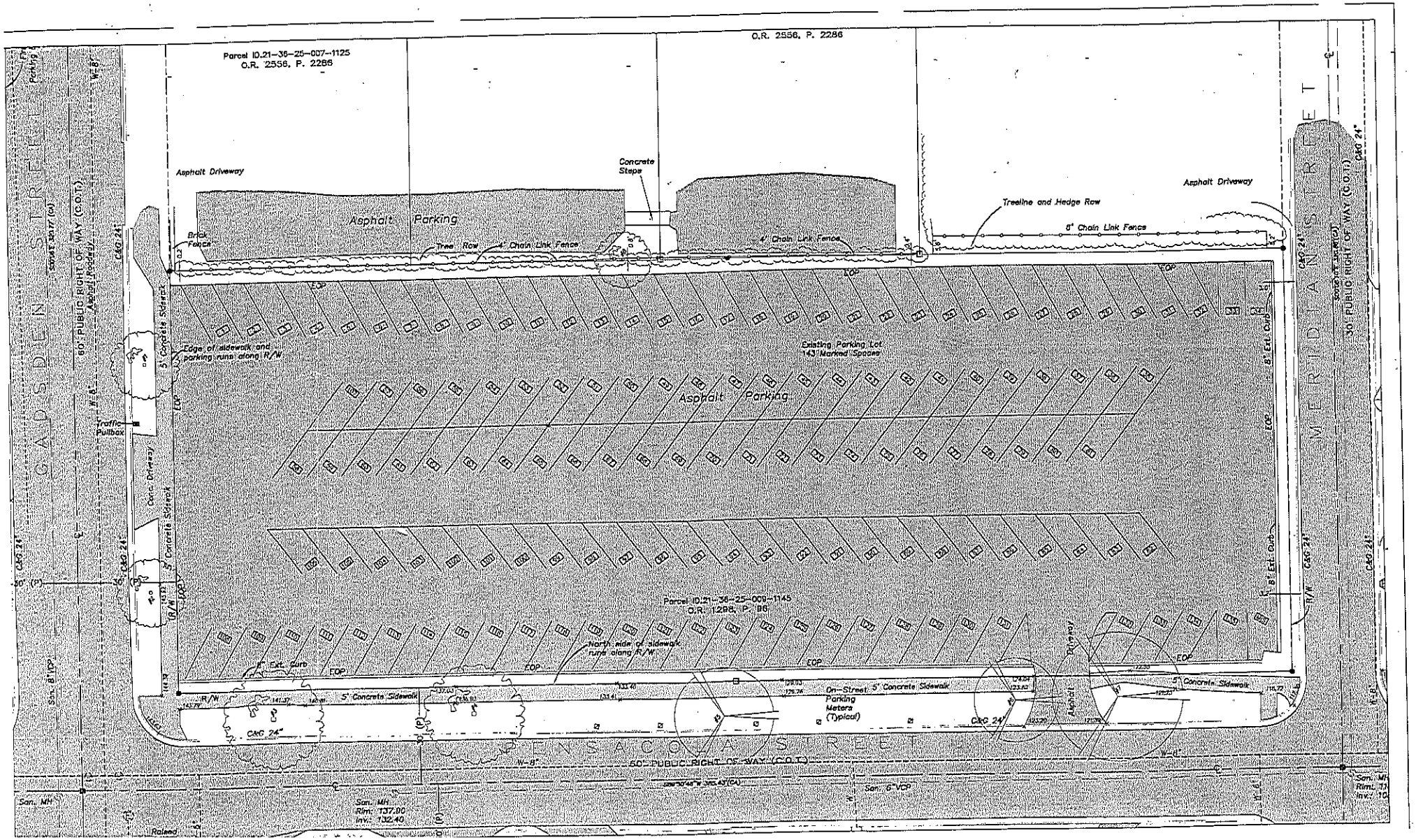
Acknowledge receipt of one (1) parking lot control card. This card has a value of $10. Upon surrendering my parking space at 743 S. Gadsden Street lot or terminating my employment, I will return this card to Facilities Management. If my card is lost or I do not return it, I agree to pay the $10.00 replacement fee.

I understand this card is issued in my name and is not transferable by me.

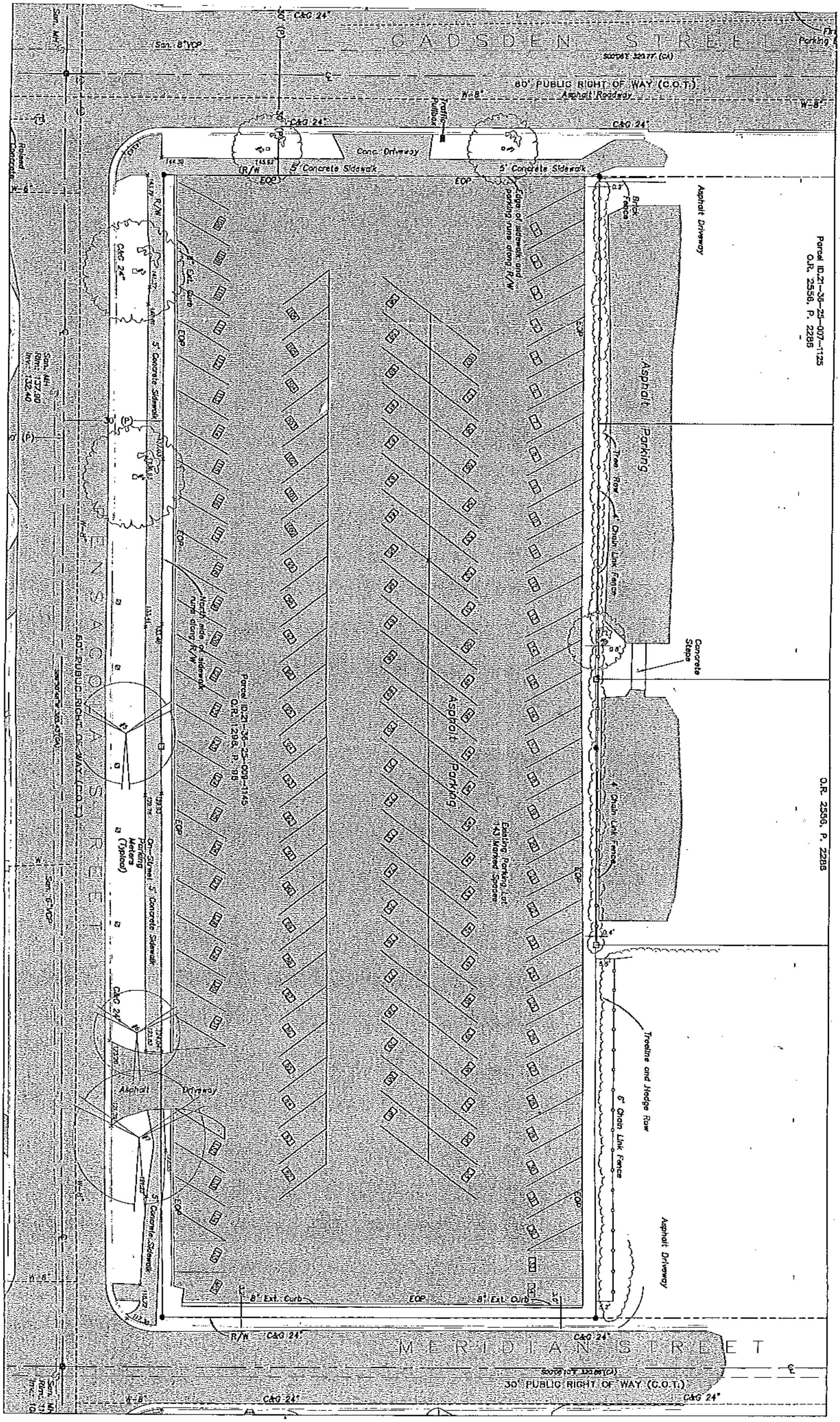
CARD NO	Parking Space	Date

SIGNATURE

SAMPLE



Parcel ID.21-36-25-007-1125
O.R. 2556, P. 2286
O.R. 2556, P. 2286
Asphalt Driveway
Concrete Steps
Asphalt Parking
Brick Fence
Tree Row
4' Chain Link Fence
4' Chain Link Fence
Treeline and Hedge Row
6' Chain Link Fence
Asphalt Driveway
GADSDEN STREET
60' PUBLIC RIGHT OF WAY (C.O.T.)
Asphalt Roadway
C&G 24"
5' Concrete Sidewalk
Edge of sidewalk and parking runs along R/W
Existing Parking Lot
143 Marked Spaces
Asphalt Parking
Traffic Pullbox
Conc. Driveway
5' Concrete Sidewalk
MERIDIAN STREET
30' PUBLIC RIGHT OF WAY (C.O.T.)
8" Ext. Curb
Parcel ID.21-36-25-009-1145
O.R. 1298, P. 96
North side of sidewalk runs along R/W
8" Ext. Curb
5' Concrete Sidewalk
On-Street Parking Meters (Typical)
5' Concrete Sidewalk
Asphalt Driveway
PENSACOLA STREET
60' PUBLIC RIGHT OF WAY (C.O.T.)
San. MH
San. MH
Rim: 137.00
Inv.: 132.40
San. 6" VCP
Raised



GADSDEN STREET
60' PUBLIC RIGHT OF WAY (C.O.T.)
Asphalt Roadway
C&G 24"
W-8"
San. 8" VCP
Traffic Pullbox
Conc. Driveway
5' Concrete Sidewalk
R/W
EOP
Edge of sidewalk and parking runs along R/W
Brick Fence
Asphalt Driveway
Parcel ID:21-36-25-007-1125
O.R. 2556, P. 2285
Asphalt Parking
Tree Row
4' Chain Link Fence
Concrete Steps
O.R. 2556, P. 2285
Treeline and Hedge Row
6' Chain Link Fence
Asphalt Driveway
Parcel ID:21-36-25-009-1145
O.R. 1298, P. 95
Asphalt Parking
Existing Parking Lot
143 Marked Spaces
North side of sidewalk runs along R/W
On-Street Parking Meters (Typical)
5' Concrete Sidewalk
PENSACOLA STREET
60' PUBLIC RIGHT OF WAY (C.O.T.)
Asphalt Driveway
8' Ext. Curb
MERIDIAN STREET
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