

**PARTICIPATING PARTY AGREEMENT  
LEON COUNTY FFY 2005/2006 CDBG-ED PROGRAM  
"CAPITAL CIRCLE COMMERCE PARK"**

THIS CONTRACT AND AGREEMENT, by and between Leon County, a county government organized and existing under the laws of the State of Florida and located at 301 S. Monroe Street, 5th Floor, Leon County Courthouse, Tallahassee, Florida, 32301 (hereinafter referred to as "COUNTY") and Capital Circle Commerce Park, L.L.C., a Florida corporation its successors and assigns, of 1801 N. Meridian Rd., P.O. Box 3886, Tallahassee, Florida, 32315 (hereinafter referred to as "CCCP") do hereby enter into this Participating Party Agreement (hereinafter referred to as "PPA").

This CONTRACT AND AGREEMENT shall be effective as of the 8th day of August, 2006, to implement the requirements of the Leon County FFY 2005/2006 Florida Small Cities Community Development Block Grant-Economic Development Application (hereinafter referred to as "APPLICATION") pursuant to a Florida Small Cities Community Development Block Grant Award (hereinafter referred to as "AWARD") to the Capital Circle Commerce Park Development by the Florida Department of Community Affairs, 2555 Shumard Oak Boulevard, Tallahassee, Florida, 32399-2100 (hereinafter referred to as "DEPARTMENT").

NOW THEREFORE, all Parties do hereby mutually agree as follows, to-wit:

1. The APPLICATION to the DEPARTMENT for AWARD to CCCP and the Offer to Contract No. \_\_\_\_\_ are hereby incorporated in reference. CCCP agrees to perform the specific activities described in the APPLICATION and also agrees to comply with all of the other provisions of the APPLICATION and the provisions of the AWARD to the extent that such provisions apply to CCCP.
2. CCCP shall create and satisfactorily document the creation of at least twenty three (23) full-time equivalent permanent net new jobs, of which at least thirteen (13) full-time equivalent permanent net new jobs are to be made available to members of low or moderate income families as specified in the APPLICATION. If more than thirteen (13) full-time equivalent permanent net new jobs are created, 51% percent of those jobs shall be made available to members of low or moderate-income families. These jobs shall be created no later than the termination date of the CDBG Sub Grant Agreement, as it may be amended. Documentation shall be the Florida Small Cities CDBG Household Income Survey Form for each created job and a certified company payroll report. The requirements for documentation of the creation of these jobs shall survive the term of this Agreement;
3. CCCP shall utilize the COUNTY/CCCP Marketing Analysis prepared for this project when determining the classifications for such jobs to be created. CCCP shall also prepare a new job creation chart (CDBG-E10 L) that reflects the full range of probable jobs, with the understanding that this number may exceed the number of jobs to be created as specified in the application and in part 2 above.

4. The failure of CCCP to create or to cause to be created or to satisfactorily document the creation of the agreed upon total number of jobs or the agreed upon number of jobs to be made available to members of low or moderate income families or to expend or satisfactorily document the expenditure of the full amount of equity and/or leverage dollars agreed upon in the APPLICATION shall be an act of default under this PPA;
5. CCCP shall provide or cause to be provided such training to persons who are members of families of low or moderate income as may be necessary to equip them with the skills required for them to obtain and retain the jobs to be created;
6. CCCP agrees to execute and be bound by all documents and instruments in such form and substance as the DEPARTMENT may reasonably require for COUNTY and CCCP to comply with the terms of the AWARD. Such documents may impose material covenants, terms, conditions, obligations, or other requirements on CCCP and any Guarantors in addition to, but not inconsistent with, those set herein; CCCP shall expend during the term of this PPA a minimum of Three Hundred Thousand Dollars (\$300,000) on Building Construction in the CCCP Development Service Area as referenced in the APPLICATION.

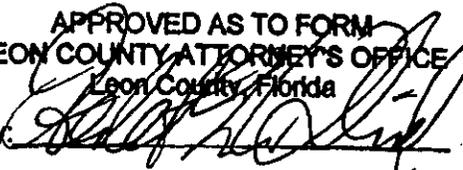
CCCP shall furnish documentation of its expenditures as stated in the APPLICATION and the APPLICATION Program Budget and Scope of Work and the Work Plans. This documentation shall be provided in a form and content satisfactory to the DEPARTMENT that allows accurate ready comparison between expenditures and related activities as defined on APPLICATION Form CDBG-E-3. This documentation shall be provided to the DEPARTMENT as expenditures occur;

7. CCCP shall construct one (1) building that shall accommodate, at a minimum, the facility described in the APPLICATION. The Building shall remain titled in the name of CCCP until such time as all requirements of section 2 of this PPA have been satisfied;
8. New businesses at CCCP that will utilize the CDBG-ED FFY2005/2006 funded infrastructure provided by the APPLICATION shall include language found in Attachment J, Special Conditions, Section 3, of the Leon County CDBG-ED FFY2005/2006 Contract Grant Agreement in all new leases. Jobs created from existing businesses at CCCP that will utilize the CDBG-ED FFY2005/2006 funded infrastructure provided by the APPLICATION may be counted towards the required twenty-three (23) full time equivalent net new jobs. These shall include the attached Addendum To Lease in existing business leases. These existing businesses shall be required to provide documentation of their personnel upon commencement of the Leon County CDBG-ED FFY2005/2006 Contract Grant Agreement. Those existing jobs shall not be included towards the twenty-three (23) FTE new jobs;
9. If requested by the COUNTY, CCCP shall allow reasonable access to its records and facilities by the COUNTY, or its agents, concerning the project as the COUNTY may reasonably require as it relates specifically to the conditions of the grant;
10. CCCP shall comply with Chapter 119, Fla. Stat., for all documents, papers, letters or other materials subject to the provisions of Chapter 119, Fla. Stat., and made or received by the CCCP in conjunction with this PPA. The failure of CCCP to comply with Chapter 119, Fla. Stat. is an act of default and shall be cause for the unilateral cancellation of this PPA;

11. CCCP shall develop a schedule which identifies the start date for construction of its facilities; the dates by which such construction will be 33%, 66% and 100% complete; the date that hiring of employees will begin; and the date by which all employees will be hired, which shall be on or before the termination date of the CDBG Sub Grant Agreement. These same PPA milestones shall be made an attachment to the PPA and shall be made a part of Attachment B Activity Work Plan of the CDBG Sub-Grant Agreement. Timely satisfaction of these milestones shall be used in determining whether the Recipient is "on schedule" under this Agreement;
12. CCCP shall submit a detailed quarterly report to the COUNTY that demonstrates its progress toward achieving the milestones set forth in the Participating Party Activity Work Plan. These reports shall be delivered to the Recipient no later than the end of each quarter of the program year and shall continue to be submitted each quarter until submission of the administrative closeout report by the Recipient. The ending dates for each quarter of the program year are March 30, June 30, September 30 and December 31;
13. CCCP shall begin construction of the CCCP facility by or before March 2007. This time frame shall correspond to the Project Work Plans. CCCP shall notify the COUNTY, in writing, upon commencement and completion of construction;
14. Prior to its execution, the CCCP PPA, and any amendments thereto, must be approved in writing by the DEPARTMENT as to form and content. The right of approval granted to the DEPARTMENT with respect to changes in the CCCP PPA between the COUNTY and CCCP shall survive the term of this Agreement. The DEPARTMENT does not assume any liability or responsibility for the accuracy or enforceability of the CCCP PPA through the exercise of this right of approval;
15. This Agreement shall not expire until the issuance of a letter by the Department to the Recipient approving the Administrative Closeout; however, all job creation must be completed by the termination date of this Agreement. Extension of the AWARD, pursuant to Fla. Admin. Code Rule 9B-43.014, shall act as an extension of the PPA. Failure of the COUNTY to notify CCCP of such an extension shall not invalidate this provision;
16. Under the AWARD between the COUNTY and the DEPARTMENT, the COUNTY may request amendments to the AWARD subject to the discretion of the DEPARTMENT. Further, the COUNTY is obligated to provide certain reports and data to the DEPARTMENT, and to constantly monitor performance under the CDBG grant, including the provisions herein. For such purposes, CCCP shall cooperate with the COUNTY and its agents including providing access to its premises and operations, and providing any data, reports, inspections, or records as required by the COUNTY, and attending any meetings required by the COUNTY.
17. Any extension of the AWARD pursuant to Fla. Admin. Code Rule 9B-43.014(6) (1993) shall act as an extension of the CCCP PPA unless requested by the COUNTY and approved by the DEPARTMENT. Failure of the COUNTY to notify CCCP of such an extension shall not invalidate this provision.

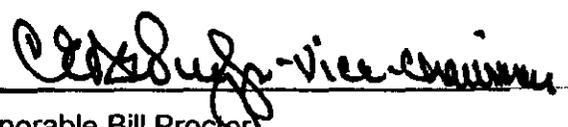
18. CCCP shall track all new jobs created as a direct result of the construction and availability of the infrastructure paid for with CDBG. Tracking of said job creation shall continue for one year following the physical completion of the CDBG funded infrastructure.
19. CCCP shall require future tenants to pay new Full Time Equivalent persons hired as a result of this Leon County FY 2005/2006 CDBG- Economic Development Category- a Living Wage, to be determined by the COUNTY;
20. CCCP agrees to hire, or document at least three (3) attempts to hire, at least one Temporary Assistance For Needy Families (TANF) client after February 21, 2006, and prior to the COUNTY's submission of the administrative closeout;
21. CCCP shall notify the COUNTY in writing when it begins hiring of the required jobs and when it has completed hiring of the required jobs;
22. CCCP shall utilize the services of the local Work Force Board and / or advertise the newly created employment positions in one or more of the local newspapers that serve Leon County;
23. CCCP shall comply with the provisions of Section 504 of the Rehabilitation Act of 1974 (29 U.S.C. Section 794) as it relates to employment discrimination and facility accessibility.
24. The COUNTY shall submit to the DEPARTMENT, with the administrative closeout package, an updated Civil Rights Profile containing the information on all job applicants and on those employees who were employed at the time that the number of jobs to be created under this contract were, in fact, created. CCCP shall provide prior to the submission of this administrative closeout package, but in any case prior to the expiration date of the CDBG Sub Grant Agreement, a Household Income Survey Form (CDBG E-12) for each employee who has fulfilled one of the created jobs and a company generated payroll report showing the active employees at a particular point in time.
25. Should CCCP fail to create or cause to be created and satisfactorily document the creation of the agreed upon number of jobs or the agreed upon number of jobs to be made available to members of low and moderate income families, CCCP shall reimburse the COUNTY an amount equal to \$35,000 for each job below the minimum number of jobs required to justify the grant and remain within the fundable range. Payment to the COUNTY under this condition shall be due no later than ten (10) days after the termination date of the CDBG AWARD executed between the COUNTY and the DEPARTMENT. Upon payment under this condition, the PPA shall be modified to reflect the actual total number of jobs created, and the actual number of jobs created for members of low and moderate income families.
26. CCCP shall provide adequate information necessary to complete a HUD Form 2880 that will document the pecuniary interest and other disclosure requirements of Section 102 of the HUD Reform Act of 1989.
27. The COUNTY acknowledges that under the AWARD, the DEPARTMENT may substitute itself for the COUNTY in enforcing any provision of this Agreement after thirty days written notice to the COUNTY.

- 28. This Agreement is subject to the truth and accuracy of all of the information, representations and materials submitted by CCCP in the APPLICATION, in any subsequent submission in response to the COUNTY's request for information or the request of the DEPARTMENT or an authorized agency, including any submissions made after the effective date of this Agreement.
- 29. This PPA or any portion thereof may be assigned by CCCP to any succeeding entity provided that said successor agrees in writing to all provisions of this PPA, the APPLICATION, AWARD, and Addendum to Lease. Said assignment shall be authorized in writing by DEPARTMENT and COUNTY prior to execution of Assignment.
- 30. Venue for any disputes involving this Agreement shall be in the Circuit Court of Leon County. In the event the DEPARTMENT enforces any or all of the terms of this Agreement against CCCP and the DEPARTMENT prevails by order, judgment, stipulation, decree, settlement, voluntary action or otherwise, the COUNTY shall pay to the DEPARTMENT reasonable attorneys' fees and shall further pay any fees for law clerks, paralegals, expert consultants and any other expenses of litigation, whether judicial or administrative, including any appeals.
- 31. For purposes of this Agreement, any notices, records, reports, or papers required to be furnished by CCCP to the COUNTY shall be delivered to 301 S. Monroe Street, 5th Floor, Leon County Courthouse, Tallahassee, Florida, 33201.
- 31. For a period of five years from the effective date of this Agreement, the COUNTY shall retain all original records related to the implementation of the CDBG program and to its compliance with the CDBG application, the AWARD, and this PPA. This period of record retention shall be automatically extended by any period of time that the DPARTMENT extends the AWARD.
- 32. It is specifically understood and agreed that time is of the essence in this Agreement.

Approved this 8th day of August, A.D., 2006. APPROVED AS TO FORM  
LEON COUNTY ATTORNEY'S OFFICE  
Leon County, Florida  
By: 



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

BY:   
 Honorable Bill Procter  
 Chairman of the Board of County Commissioners  
 Leon County, Florida

ATTEST: \_\_\_\_\_  
 \_\_\_\_\_  
 (Title)

BY:   
 Mr. Roger Leslie  
 Managing Member

**ADDENDUM TO LEASE  
BETWEEN  
CAPITAL CIRCLE COMMERCE PARK, L.L.C.  
AND  
(NEW TENANT NAME HERE)**

That the lessee shall:

1. Satisfactorily provide documentation in the form of; Florida Small Cities CDBG Program Household Income Survey Form, CDBG-E-12, (attached) as well as payroll reports to Capital Circle Commerce Park, L.L.C. for all jobs created. These requirements for documentation shall survive the term of this Agreement and such documentation shall be maintained for a period of no less than five (5) years following the completion of a final audit and administrative closeout by DCA relative to this Agreement
2. Hire, or document at least three attempts to hire, at least one Temporary Assistance for Needy Families (TANF) client after February 21, 2006, and prior to Leon County's submission of the administrative closeout as provide on Form CDBG-E-4(4).
3. Continue to document the creation of any additional created new jobs that were created as a result of the CDBG funded infrastructure improvements with a Florida Small Cities CDBG Household Income Survey From for each newly created job. This requirement shall be in place for a period of twelve (12) months following the physical completion of the infrastructure by the lessee or others that utilize the infrastructure created as a result of this CDBG Project;
4. Provide or cause to be provided such training to members of families of low and moderate income as may equip them with the skills required for them to obtain and retain the jobs to be created;
5. Provide to Capital Circle Commerce Park, L.L.C., or its agents, such reasonable information concerning the project as Leon County may reasonably require;
6. Fully comply with Chapter 119, Florida Statutes, as pertaining to all documents, papers, letters or other materials made or received by Capital Circle Commerce Park, L.L.C. in connection with this Agreement as such documents, papers, letters and materials are subject to Chapter 119. The failure of the lessee to comply with Chapter 119 requirements shall be deemed an act of default and shall be cause for the unilateral cancellation this Agreement.

**Lessor:**

**Lessee:**

\_\_\_\_\_  
Roger Leslie  
Managing Member  
Capital Circle Commerce Park, L.L.C.

Date \_\_\_\_\_

Date \_\_\_\_\_