

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 23rd day of OCTOBER, 2018 (the "Effective Date"), by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and CHILDREN'S EDUCATIONAL SERVICES, INC., doing business as THE BROACH SCHOOL ST. PETERSBURG, a Florida not-for-profit corporation hereinafter referred to as "LESSEE," jointly referred to as the "Parties" (the "Agreement"), which terms include each party's respective heirs, assigns, executors, administrators, legal representatives and successors.

WITNESSETH

1. PREMISES. In consideration of the rent hereinafter agreed to be paid by LESSEE to COUNTY, and in consideration of the covenants of the respective Parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided, COUNTY does hereby lease and let unto the LESSEE, and LESSEE does hereby lease from COUNTY, a portion of the real property known as the Lealman Community Campus ("LCC") located at 5175 45th Street North, Building 'C' (the "Building"), St. Petersburg, Florida 33714, having approximately 10,044 Rentable Square Feet ("RSF") (the "Premises"), together with the use of the common areas shown on **Exhibit "A" "Space Plan"**, and as further shown on **Exhibit "B" "Site Plan"**, both attached hereto and incorporated herein. LESSEE hereby accepts the Premises in its "as is" condition as of the Effective Date.

2. TERM AND RENEWAL. Subject to and upon the conditions set forth herein, including any exhibit or addendum hereto, the initial term of this Agreement shall commence on the Effective Date and will extend for a term of **three (3) years** thereafter (hereinafter referred to as "Lease Term"), unless sooner terminated or extended to a later date under any term or provision of this Agreement. In the event the Effective Date occurs on a date other than the first day of a month, said Lease Term shall extend for said number of days as to make the effective date of the first lease year the first day of the following month and subsequently, each anniversary date thereafter (each an "Anniversary Date"). Either Party may terminate this Agreement at any time with 90 days' written notice to the other Party.

Provided the LESSEE is not in default of this Agreement, LESSEE has the option to extend the Agreement for **three (3) additional renewal terms of three (3) years each** (each an "Option Term"), upon written notification from LESSEE to COUNTY at least sixty (60) days, but not more than one hundred fifty (150) days, prior to the expiration of the then current Lease Term and desire to exercise an Option Term.

3. USE AND ACCESS. LESSEE covenants that the Premises during the continuance of the Agreement shall be used and occupied as school and administrative office space and for no other use. COUNTY shall allow LESSEE reasonable access to the Premises. LESSEE agrees to comply with all security requirements and rules specified in **Exhibit "D" "Rules and Regulations"**, attached hereto and incorporated herein, or as otherwise reasonably required by COUNTY. In the event of a local state of emergency, severe weather conditions or pending natural disaster, COUNTY reserves the right to withhold access to the Premises at COUNTY'S sole discretion during such events.

4. CONDITION OF PREMISES. No agreement to alter, remodel, decorate, clean or improve the Premises has been made between COUNTY and LESSEE. LESSEE hereby accepts the Premises in its "as is" condition as of the Effective Date.

5. POSSESSION AND RENTAL COMMENCEMENT DATE. LESSEE shall be granted possession and Rent shall commence on the dates specified on **Exhibit "E" "LESSEE'S Acceptance Certificate"**, a copy of which is attached hereto and made a part hereof. The Acceptance Certificate may be signed on behalf of COUNTY by its County Administrator or Director of Real Estate Management.

LESSEE shall execute and return to COUNTY said certificate within ten (10) days after issuance of LESSEE'S Acceptance Certificate.

6. RENT. LESSEE agrees to pay COUNTY Annual Base Rent ("Base Rent") for the Premises during the Lease Term based upon the RSF beginning on the first date of possession ("Possession Commencement Date"). If the Possession Commencement Date commences on a day other than the first (1st) day of a month, then the installment of Rent and any adjustments thereto shall be prorated, based on the number of days in such month, and thereafter Rent shall be paid on the first (1st) day of each successive month. All past due amounts, received by COUNTY after the tenth (10th) of each month, shall bear interest at the five percent (5%) from the date due until paid, without further notice or demand.

A. Initial Annual Rate. During the first Lease Year, LESSEE shall pay to COUNTY Base Rent for the Rentable Square Footage in an amount equal to **\$9.00 per square foot** per annum.

B. Time and Place of Payment. The Rent shall be due and payable, in advance, on the first (1st) day of each calendar month during the Lease Term. LESSEE shall pay the Rent to the "Board of County Commissioners" at the COUNTY'S address that appears in **Paragraph 23. NOTICES** or to such other place as COUNTY may hereinafter designate in writing. LESSEE'S covenant to pay Rent shall be subject to the default remedies reserved herein.

C. LESSEE is tax exempt. If LESSEE loses tax exempt status, LESSEE shall pay, together with Rent due under this Agreement, an amount equal to all sales, use, excise and other taxes now, or hereinafter, imposed by any lawful authority on all amounts due or required under this Agreement and classified as Rent by any such authority.

D. Adjustment of Rental Rate. . Base Rent shall increase annually upon each Anniversary Date at a rate of 1.03 times the Base Rent for the preceding Lease Year as set forth in the Rent Schedule attached to this lease as **Exhibit "C" "RENT SCHEDULE"** and incorporated herein.

E. Post-Termination Payments. No receipt of money by COUNTY from LESSEE after the termination of this Agreement or LESSEE'S right to possession of the Premises, the service for any notice, the commencement of any suit, or any final judgment for possession of the Premises, shall reinstate, continue or extend the Lease Term or affect any such event.

7. TAXES AND SPECIAL ASSESSMENTS. In the event that any ad valorem, rental, sales or similar taxes or special assessments are levied upon the leased Premises due to the existence of this Agreement, then LESSEE shall pay all such taxes and special assessments so imposed.

8. ALTERATIONS & IMPROVEMENTS TO PREMISES.

A. LESSEE shall make no structural change or alteration to the Premises or other parts of the facility, including changes or alterations to cabling or technology, without written consent of COUNTY, and LESSEE shall be responsible for any damages to the Premises caused by the LESSEE, or its, employees, invitees, customers, clients or guests, ordinary wear and tear excepted. LESSEE shall pay for all charges for permitting, labor, services and materials used in connection with any improvements or repairs to the Premises undertaken by LESSEE. Modifications or improvements made during this Agreement Term shall become property of COUNTY upon expiration or termination of this Agreement, unless LESSEE desires to remove said modifications or improvements which can be removed without damage or injury to the Premises. In the event the COUNTY does not desire to accept ownership of such modifications or improvements made by the LESSEE, LESSEE shall remove such modifications or improvement and restore the impacted areas to their original configuration at LESSEE'S sole cost and expense.

B. Nonstructural alterations may be made by LESSEE with COUNTY consent (subject to LESSEE complying with all codes and obtaining necessary permits) and may be removed or abandoned at LESSEE'S election when LESSEE vacates the Premises. In the event the COUNTY does

not desire to accept ownership of such nonstructural alterations made by the LESSEE, LESSEE shall remove such nonstructural alterations and restore the impacted areas to their original configuration at LESSEE'S sole cost and expense.

9. COUNTY AND LESSEE RESPONSIBILITIES.

A. COUNTY Responsibilities

Throughout the Lease Term, COUNTY shall, at its sole cost and expense, maintain in reasonably good condition, order, and repair, the structural portions of the Premises and Building, including the foundation, floors, roof, and supporting walls and the exterior of Premises, including appurtenant grounds, site drainage, sidewalks, signs and parking areas. Subject to the LESSEE'S Maintenance Obligations hereafter defined, COUNTY shall also maintain in reasonably good condition, order, and repair, all electrical systems and lighting fixtures, sewer, plumbing pipes and fixtures, including main water and sewer piping, interior and exterior doors and locks (except for the replacement of keys and locking mechanisms which COUNTY will complete at the request and cost of LESSEE), windows, window hardware, walls, ceilings, ceiling tiles, exterior glass, janitorial, interior pest control, waste collections or recycling services within the Premises, all additional interior maintenance required to include the replacement of either light bulbs or ballasts or LED fixtures, all plumbing and sewage backups, and ensure compliance with any and all life safety code requirements. COUNTY shall also keep exterior of the building free of all graffiti, trash, rubbish, pests and similar debris and maintain the same in a clean, neat, orderly and sanitary condition at all times.

COUNTY shall not be liable for injury to persons or property caused by any defects in the power, electric, heating, air conditioning and water unless injury or damages to property result from COUNTY'S negligence or conduct intended to cause such injury or damages. Further, COUNTY shall not be responsible for maintenance or repair needed due to LESSEE'S negligence; maintenance or repair arising out of such negligence shall be borne by LESSEE at LESSEE'S sole cost and expense.

Notwithstanding the provisions of this Paragraph, LESSEE shall immediately give COUNTY written notice of any defects or need for repairs in Premises known to LESSEE, or claims or instances of bodily injury resulting or allegedly resulting from said defects or need for repairs known to LESSEE, whether COUNTY is obligated to make such repair or not. Reasonable written notice to COUNTY, specifying the repairs to be made, constitutes an absolute condition precedent to COUNTY'S duty of repair. COUNTY or his agent shall have sufficient time to commence correction of any deficiencies after notice by LESSEE. However, COUNTY shall not be required to make any such repairs where same are caused or occasioned by the negligence or willful misconduct of LESSEE, its agents, employees or invitees.

B. LESSEE Responsibilities

LESSEE, at all times, shall maintain the interior of the Premises in a clean and orderly condition, free from all debris, throughout the Lease Term.

LESSEE shall, at its sole cost and expense install and maintain all telephone, internet, television, access control, communications, and data and security systems, if any with the exception of the communications systems related to the Elevator and Fire System which shall be installed and maintained by the COUNTY. LESSEE shall use and operate in a reasonable and safe manner all electrical, heating, ventilating, air-conditioning, and other fixtures, equipment and appliances appurtenant to or serving the Premises. All of the foregoing are herein referred to as the "**LESSEE Maintenance Obligations.**"

LESSEE shall not commit or allow to be committed any waste on any portion of the Premises. LESSEE shall be liable to COUNTY for any damage or destruction to the Premises caused or occasioned by the negligence or willful misconduct of LESSEE, its agents, employees or invitees.

LESSEE shall conform to the rules and regulations attached as **Exhibit “D” “Rules and Regulations”** to this Agreement and all other rules and regulations promulgated by COUNTY regarding the use of the Building of which LESSEE is given written notice.

LESSEE shall ensure COUNTY is an indemnified party on any and all waivers of any kind that LESSEE requires individuals to execute before participating in events held on the Premises.

10. QUIET ENJOYMENT. If LESSEE shall pay the Rent reserved herein and other amounts to be paid by LESSEE to COUNTY, and keep, perform and reserve all the covenants, agreements and conditions herein stipulated to be kept, performed and observed by LESSEE, LESSEE shall at all times during the Lease Term have the peaceful and quiet enjoyment of said Premises, subject, however, to the terms of this Agreement.

11. ASSIGNMENT AND SUB-LETTING. LESSEE may not assign or sublet this Agreement or any interest thereunder.

12. PROPERTY OF TENANT. LESSEE shall, (if not in default hereunder) prior to the expiration of the Agreement, or any extension thereof, remove all personal property which it has placed in the Premises, provided LESSEE repairs all damages to the Premises caused by such removal, unless LESSEE obtains the written consent of COUNTY to keep such property on the Premises after expiration or termination of the Agreement.

13. DAMAGE OR THEFT OF PERSONAL PROPERTY. LESSEE agrees that all personal property brought into the Premises shall be at the risk of LESSEE only, and COUNTY shall not be liable for theft thereof or any damage thereto occasioned by any acts of any tenants, other occupants of the Building or any other person.

14. INDEMNIFICATION. LESSEE covenants and agrees that it will indemnify and hold harmless COUNTY and all of COUNTY'S officers, employees, contractors and subcontractors from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by LESSEE, its officers, employees, agents, contractors, or subcontractors, including Worker's Compensation coverage pursuant to Florida law, during the performance of this Agreement, and any extensions thereof, whether direct or indirect, and whether to any person or property to which COUNTY or said Parties may be subject, except that neither LESSEE nor any of its officers, agents, employees, contractors or subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of COUNTY or any of its officers or employees. Nothing herein shall be construed as a waiver of COUNTY'S sovereign immunity pursuant to §768.28, Florida Statutes. This indemnification shall survive the termination of this Agreement.

15. COVENANT AGAINST LIENS. LESSEE shall have no power or authority to create any lien or permit any lien to attach to the present estate, reversion or other estate of COUNTY in the Premises herein demised or on the Building or other improvements thereon. LESSEE is hereby charged with the responsibility of notifying all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with LESSEE with respect to the Premises or any part thereof, that such persons must look to LESSEE to secure payment of any bill for work done or material furnished to the LESSEE or for any other purpose during the term of this Agreement.

16. NO ESTATE IN COUNTY'S OWNERSHIP INTEREST.] LESSEE has only a temporary leasehold interest in the Premises pursuant to the terms and conditions herein, which is not subject to levy and sale. Any security interest obtained in LESSEE'S leasehold shall not affect or encumber LESSOR'S fee simple interest in the Premises.

17. OBSERVANCE OF LAWS. LESSEE agrees, at its own expense, to promptly comply with all requirements of any legally constituted public authority necessitated by reason of LESSEE'S occupancy of said Premises, including complying with all laws, regulations and ordinances concerning its

operations, and obtaining and maintaining any and all permits and licenses to provide services pursuant to this Agreement.

18. EMINENT DOMAIN.

A. In the event the whole or any substantial part of the Building or the Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, this Agreement shall terminate as of the date of the taking of possession or by the condemning authority, and Rent shall be apportioned as of said date.

B. In the event less than a substantial part of the Building or the Premises shall be taken or condemned for any public or quasi-public use or purpose, or if any adjacent property or street shall be condemned or improved in such manner as to require the use of any part of the Premises or of the Building, then at the election of COUNTY expressed by delivery of written notice to LESSEE within ninety (90) days after said date of taking, condemnation or improvements, this Agreement shall terminate as of said date without any payment from COUNTY to LESSEE therefore, other than LESSEE'S share of damages from said taking as referenced herein.

C. COUNTY shall be entitled to receive the entire award from any taking or condemnation without any payment to LESSEE, as provided for in Florida Statutes; provided, however, LESSEE shall be entitled to receive any award or portion of any award specifically designated to LESSEE pursuant to Florida Statutes.

19. DAMAGE BY FIRE OR OTHER CASUALTY.

A. Partial Destruction. If the Building or Premises shall be partially damaged by fire or other casualty, LESSEE shall provide written notice of the same to COUNTY as soon as practical thereafter (the "Casualty Notice"). If no such Casualty Notice is given, notice shall be deemed to be the date upon which COUNTY has actual knowledge of the fire or other casualty. Upon receipt of such notice, COUNTY shall determine, in its sole discretion, whether the repairs can be completed within one hundred eighty (180) days, and tender written notice of the same to LESSEE within thirty (30) days of the Casualty Notice. Where such repairs can be completed within one hundred eighty (180) days, COUNTY shall commence to repair the damage and shall thereafter diligently pursue repair of the damage to completion up to the amount of any insurance proceeds available. Where such repairs cannot be completed within one hundred eighty (180) days, the damage shall be treated as a Substantial or Total Destruction and the terms and conditions of subparagraph B of this Paragraph 19 shall apply. COUNTY shall not be liable for any inconvenience or annoyance to LESSEE resulting in any way from such damage or the repair thereof, except that, subject to the provisions of the next section. COUNTY shall allow LESSEE a fair and reasonable diminution of rent during the time and to the extent of, and proportionate to, the portion of the Premises rendered untenable, as determined by COUNTY.

B. Substantial or Total Destruction. If the Premises, Common Areas or Building shall be (i) totally destroyed or damaged by casualty, or (ii) the Building, whether the Premises is damaged or not, should be damaged to the extent of fifty (50%) percent or more of the then monetary value thereof, or (iii) if the Premises, Office Building or Common Areas shall be so damaged or destroyed to such an extent that LESSEE is unable to conduct its business at the Premises in the ordinary course, as determined by LESSEE, and if the estimated time to repair or replace such damage or destruction exceeds one hundred eighty (180) days from the date of the Casualty Notice, then either party may terminate this Agreement by written notice to the other within thirty (30) days after the date of the Casualty Notice, with such termination to be effective as of the date of the Casualty Notice. If neither party terminates this Agreement as set forth above, COUNTY shall promptly repair or replace any damage or destruction to the Premises and the Common Areas. The Base Rent shall abate until the Premises have been restored to their condition at the time of the occurrence of the damage: provided, however to the extent a portion of the Premises is restored and LESSEE occupies the same, the abatement of Base Rent shall cease and COUNTY shall allow LESSEE a fair and reasonable diminution

of rent during the time, and to the extent of, and proportionate to, the portion of the Premises remaining untenable.

C. COUNTY'S Termination Option. Notwithstanding the foregoing provisions of Subparagraph B of this section, if such damages (i) are a result of a risk which is not covered by COUNTY'S insurance or exceeds the proceeds from such insurance or (ii) such damage shall occur during the last eighteen (18) months of the Term of this Agreement (or of any renewal Term), then in any of such events, COUNTY may, at its sole option and discretion, by written notice to LESSEE within thirty (30) days of the Casualty Notice, elect not to repair such damage and to cancel and terminate this Agreement effective as of a date of Casualty Notice. Upon the giving of such notice to LESSEE, the Term of this Agreement shall expire by lapse of time upon the third (3rd) day after such notice is given, and LESSEE shall vacate the Leased Premises and surrender the same to COUNTY as diligently as possible or within thirty (30) days of receipt of COUNTY'S notice of termination.

20. RIGHTS OF RECOVERY. COUNTY and LESSEE agree to have all fire and extended coverage and material damage insurance which may be carried with respect to the Premises or to the property located therein endorsed with a clause substantially as follows: **"This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all rights of recovery against any Party for loss occurring to the property described herein."**

21. ENTRY BY COUNTY. COUNTY may enter the Premises at reasonable hours to exhibit the same to prospective purchasers or tenants, and to inspect the Premises to see that the LESSEE is complying with all its obligations under the terms hereof. The COUNTY shall also be allowed to take any and all needed materials and equipment that may be required to make repairs, into and through the Premises without being liable to LESSEE in any manner whatsoever, unless damage is caused by COUNTY'S negligence, subject to section 768.28 Florida Statutes. Such repairs shall not unduly interfere with LESSEE'S business except as is naturally necessitated by the nature of the repairs being affected. During the time such work is being done in or about the Premises, the Rent provided herein shall in no way abate, and LESSEE waives any claim and cause of action against COUNTY for damages by reason of interruption to LESSEE'S business or loss of profits therefrom. COUNTY shall use its best efforts to notify LESSEE within 24 to 48 hours of COUNTY'S intent to enter Premises. In the event of emergency, the County may not provide prior notification.

22. SIGNS. LESSEE shall not erect, install, maintain, or display any signs, lettering, canopies, awnings, or advertising on the exterior of the Premises, exterior of the Building, or the lands of which the Premises and the Building constitute a part, without the prior written consent of COUNTY. In the event such consent of COUNTY is obtained, LESSEE, at its sole cost and expense, shall maintain the same in good condition and repair at all times during the Lease Term. Upon the termination of this Agreement, LESSEE agrees to remove all signs, lettering, canopies, awnings, advertising, and other personal insignia and to repair any and all damage caused to the Premises, the Building, or the lands of which the Premises and the Building constitute a part, by reason of such removal.

23. NOTICES. All notices and other communications hereunder shall be in writing and shall be deemed duly given (a) on the date of delivery if delivered personally, or (b) on the date of delivery by recognized national delivery service, or (c) on the fifth Business Day following the date of mailing, if mailed by registered or certified mail, return receipt requested, or (d) on the date sent by electronic mail if sent during normal business hours of the recipient during a Business Day, and otherwise on the next Business Day, if sent after normal business hours of the recipient, follow by a copy of such notice within one Business Day delivered pursuant to one of the other methods described herein.

All notices given to **COUNTY** hereunder shall be forwarded to COUNTY at the following address:

Pinellas County Real Estate Management
Real Property Division
509 East Avenue S., 2nd Floor
Clearwater, FL 33756

If via electronic mail: RealProperty@co.pinellas.fl.us

All notices given to **LESSEE** hereunder shall be forwarded to LESSEE at the following address:

Children's Educational Service, Inc.
12276 San Jose Boulevard, Suite 528
Jacksonville, Florida 32223
Attn: Rich J. Wead

If via electronic mail: rwead@ces-schools.net

24. DEFAULT.

A. LESSEE Default. The parties covenant and agree that if LESSEE fails to pay any installment of Rent or any other amount payable when due in accordance with the terms hereof ("Monetary Default"), then LESSEE shall be in default of this Agreement. COUNTY shall provide written notice to the LESSEE of the Monetary Default and LESSEE will have ten (10) days from receipt of notice to cure such Monetary Default.

If the LESSEE shall fail to comply with any other term, covenant or condition of this Agreement or fail, by omission to act when required hereunder, LESSEE shall be in default under this Agreement ("Non-Monetary Default") (Monetary Default and Non-Monetary Default may hereafter be collectively be referred to as "Default") and LESSEE shall be afforded an opportunity to cure such Non-Monetary Default within thirty (30) days of written notice from COUNTY.

B. COUNTY Remedies upon LESSEE Default. Upon the occurrence of an event of Default by LESSEE, which Default is not cured after notice, to the extent provided for or required herein above, COUNTY reserves the following remedies, which shall be cumulative and not exclusive and in addition to all remedies available at law and in equity, as applicable, subject only to the remedies reserved by reason of Bankruptcy as set forth in paragraph below:

- (i) Terminate this Agreement;
- (ii) Bring an action in a court of law to recover possession; and

- (iii) Seek monetary damages.

COUNTY may elect to accept Rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting COUNTY'S rights as contained in this Agreement, but no receiver, trustee, or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this Agreement.

C. COUNTY Default. COUNTY shall be in default under this Agreement if COUNTY has not commenced and pursued with reasonable diligence the cure of any failure of COUNTY to meet its obligations under this Agreement within thirty (30) days of the receipt of written notice from LESSEE. This grace period shall be extended if the default is of a nature that it cannot be completely cured within the thirty (30) day period solely as a result of non-financial circumstances outside of COUNTY'S control, provided that COUNTY has promptly commenced all appropriate actions to cure the default within the thirty (30) day period and such actions are thereafter diligently and continuously pursued by COUNTY in good faith. Upon the occurrence of an event of Default by COUNTY, which Default is not cured after notice as outlined herein, to the extent provided for or required herein, LESSEE reserves the right to Terminate this Agreement by providing 90 days' written notice.

25. DEFAULT BY REASON OF BANKRUPTCY. It is agreed between the Parties hereto that if LESSEE shall become a debtor, or seek the entry of an order for relief under the Federal Bankruptcy Code, or become insolvent, or unable to pay its debts as they mature, or take the benefit of any insolvency law, or if LESSEE'S leasehold interest under this Agreement shall be sold under any execution or process of law, or if a trustee in bankruptcy or a receiver be appointed or elected or had for LESSEE (whether under federal or state laws), or if said Premises shall be abandoned or deserted while the Rent is in arrears, or in the event LESSEE is in default of any obligations hereunder, then and in any such event, at COUNTY'S option and ten (10) days after COUNTY has given tenant written notice of such act, conditions or default, the said COUNTY may:

- A. Terminate this Agreement; or
- B. COUNTY shall have the option of declaring the balance of the entire Rent for the entire Lease Term to be immediately due and payable.

Nothing contained hereinabove shall impair or affect COUNTY'S right to maintain summary proceedings provided for by law. If this Agreement shall be deemed terminated pursuant to such proceedings, COUNTY may immediately or at any time thereafter re-enter or repossess the Premises and remove all persons and property in a commercially reasonable manner therefrom in accordance with such proceedings and all applicable laws.

COUNTY may elect to accept Rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting COUNTY'S rights as contained in this Agreement, but no receiver, trustee, or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this Agreement.

All rights and remedies of COUNTY hereunder shall be cumulative and in addition to all rights and remedies provided by applicable law.

26. SURRENDER OF PREMISES. Upon termination of this Agreement, whether by lapse of time or otherwise, LESSEE shall surrender and vacate the Premises immediately and deliver possession thereof to COUNTY in a clean, good and tenantable condition, ordinary wear excepted. Upon any termination which occurs other than by reason of LESSEE'S default, LESSEE shall remove from the Premises all furnishings, equipment, and records, provided that LESSEE shall repair all damage resulting from such removal and shall restore the Premises to a tenantable condition, unless otherwise agreed by COUNTY. All other additions, decorations, fixtures, hardware, and all permanent improvements remaining, in or about the Premises upon termination remain COUNTY'S property and shall remain upon

the Premises without compensation, allowance, or credit to LESSEE, whether placed there by LESSEE or by COUNTY, unless COUNTY directs their removal. Any and all property which may be removed from the Premises by COUNTY pursuant to the above or pursuant to law shall be conclusively presumed to have been abandoned by LESSEE and title thereto shall pass to COUNTY without any cost by setoff, credit or otherwise, and COUNTY may, at its option:

- (i) accept title to such property in which event LESSEE shall be conclusively presumed to have conveyed such property to COUNTY under this Agreement as a bill of sale; or
- (ii) at LESSEE'S expense, dispose of such property in any manner that COUNTY shall choose.

In no event, however, shall COUNTY be responsible for the value, preservation or safekeeping of such property.

27. ESTOPPEL CERTIFICATE. COUNTY shall, from time to time, upon not less than twenty (20) days prior written request by LESSEE, deliver to LESSEE a statement in writing certifying that:

- A. This Agreement is unmodified and in full force and effect, or, if there have been modifications, that the Agreement is modified and is in full force and effect; and
- B. The dates to which Rent and other charges have been paid and the amount of any Security Deposit; and
- C. The LESSEE is not in default under any provision of this Agreement, or, if in default, a detailed description thereof.

28. TENANT'S INSURANCE. TENANT shall procure, pay for, and maintain during the term of this Agreement insurance as depicted in **Exhibit "E" "Insurance Requirements"** attached hereto.

29. COMMON AREAS. LESSEE is hereby granted the nonexclusive right in common with other tenants of the LCC, as it shall exist from time to time, to use such common areas appurtenant to the LCC as may be designated by COUNTY. All of such common areas shall be subject to COUNTY'S sole and exclusive control and shall be operated and maintained in such a manner as COUNTY in his discretion may determine. COUNTY hereby expressly reserves the right to alter, from time to time, the dimensions and locations of the common areas, to construct additions to any building, and to grant tenants of any building owned by COUNTY on land adjacent or in proximity to the land for which the Premises constitutes a part, the right to use all or any portion of such areas in common with all tenants of the LCC, all without the consent of LESSEE.

30. PARKING. LESSEE shall have the non-exclusive right to utilize the parking spaces within the LCC. None of the parking areas will be supervised by COUNTY, and COUNTY shall not be liable for any injuries, damage, theft, or loss to persons or property that may occur upon or near such parking areas.

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

32. CAPTIONS. The headings or captions of Sections are for convenience only, are not part of this Agreement, and shall not affect the interpretation of this Agreement.

33. TIME. Time is of the essence as to this Contract. Any reference herein to time periods shall refer to calendar days, and any time period provided for herein which shall end on a Saturday, Sunday or County or legal holiday shall extend to 5:00 p.m. of the next full business day.

34. EXHIBITS. All exhibits attached to this Agreement and signed by COUNTY and LESSEE are made a part hereof and are incorporated herein by reference.

35. SMOKING. This building is smoke free. Any smoking must be done outside of the building. If LESSEE, its agents, employees or servants wish to smoke outside of a building, they will be required to do so away from all building entrances.

36. AMERICANS WITH DISABILITIES ACT (ADA). COUNTY warrants that the Premises are in and shall be maintained in compliance with the Federal Americans with Disabilities Act (ADA) and any similar Act adopted by the State of Florida at COUNTY'S expense, at the commencement of this Agreement.

37. ASBESTOS. COUNTY warrants that to the best of its knowledge, there is no friable asbestos in the Building or the Premises at the commencement of this Agreement and that if any friable asbestos is discovered in the Building or the Premise during this Lease Term, the COUNTY shall, at its sole cost and expense, remove or encapsulate said asbestos within a reasonable period of time.

38. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Department.

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

COUNTY shall promptly give LESSEE written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving Premises, and any Hazardous Substance or Environmental Law of which COUNTY has actual knowledge thereof. If COUNTY learns or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting Premises is necessary, COUNTY shall promptly take all necessary remedial actions in accordance with Environmental Law.

COUNTY shall indemnify and hold LESSEE fully harmless for any liabilities and remedial actions of Hazardous Substances for which COUNTY is responsible under this Section, except if such liabilities and remedial actions were caused by LESSEE or its officers, employees or guests. COUNTY'S indemnification obligations under this Section shall survive the expiration or soon termination of the Lease Term.

As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law, as well as the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde and radioactive materials. As used in this Paragraph, "Environmental Law" means Federal laws and laws of the jurisdiction where Premises is located that relate to health, safety, or environmental protection.

40. AIR QUALITY. The COUNTY shall maintain the Building and Building air handling systems to provide a healthy indoor air environment. The COUNTY shall maintain the Building and air handling systems sufficiently to prevent the amplification of biological agents (mold, mildew, fungi, and bacteria) and dust above proximate outdoor levels. The LESSEE shall be informed prior to any maintenance activities utilizing chemicals including pesticide applications that may impact indoor air quality (and reserve the right to require these activities to occur when Building is unoccupied). Prior to and

during occupancy, the LESSEE reserves the right to conduct indoor air quality testing. Testing may include volatile organics, biological agents, humidity, temperature or other compounds.

41. PUBLIC ENTITY CRIME ACT. LESSEE is directed to the Florida Public Entity Crime Act, Section 287.133, Florida Statutes, as amended from time to time, and COUNTY'S requirement that LESSEE comply with it in all respects prior to and during this Lease Term.

42. PETS. Pets shall not be allowed in or on the Property without prior written consent of COUNTY with the exception of service animals.

43. RELATIONSHIP OF PARTIES. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint venture between the Parties hereto. It is further understood and agreed that neither the method of computation of Rent, nor any other provision contained herein shall be deemed to create any relationship between the Parties hereto other than the relationship of COUNTY and LESSEE. Whenever herein the singular is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

44. ENTIRE AGREEMENT. This Agreement and all exhibits, incorporates all covenants, promises, agreements, conditions and understandings between the Parties. No covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein, shall be effective to alter the performance or the rights of the Parties as stated herein. No modification, waiver or amendment of the provisions of this Agreement shall be binding upon COUNTY or LESSEE unless in writing and signed by COUNTY and LESSEE or by their duly authorized agents.

{Signatures on following page}

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

WITNESSES:

Signature: [Signature]

Print Name: Angie Upchurch

Signature: [Signature]

Print Name: Justin Cook

LESSEE:

CHILDREN'S EDUCATIONAL SERVICES, INC.

By: [Signature]
Rich J. Wead, President

WITNESSES:

ATTEST: KEN BURKE, CLERK

By: [Signature]
Signature: Deputy Clerk

Print Name: Norman D. Loy

Signature: _____

Print Name: _____

COUNTY:

PINELLAS COUNTY, FLORIDA,

by and through its Board of County Commissioners

By: [Signature]
Kenneth T. Welch, Chair



APPROVED AS TO FORM

By: [Signature]
Office of the County Attorney

EXHIBIT "A"
Space Plan

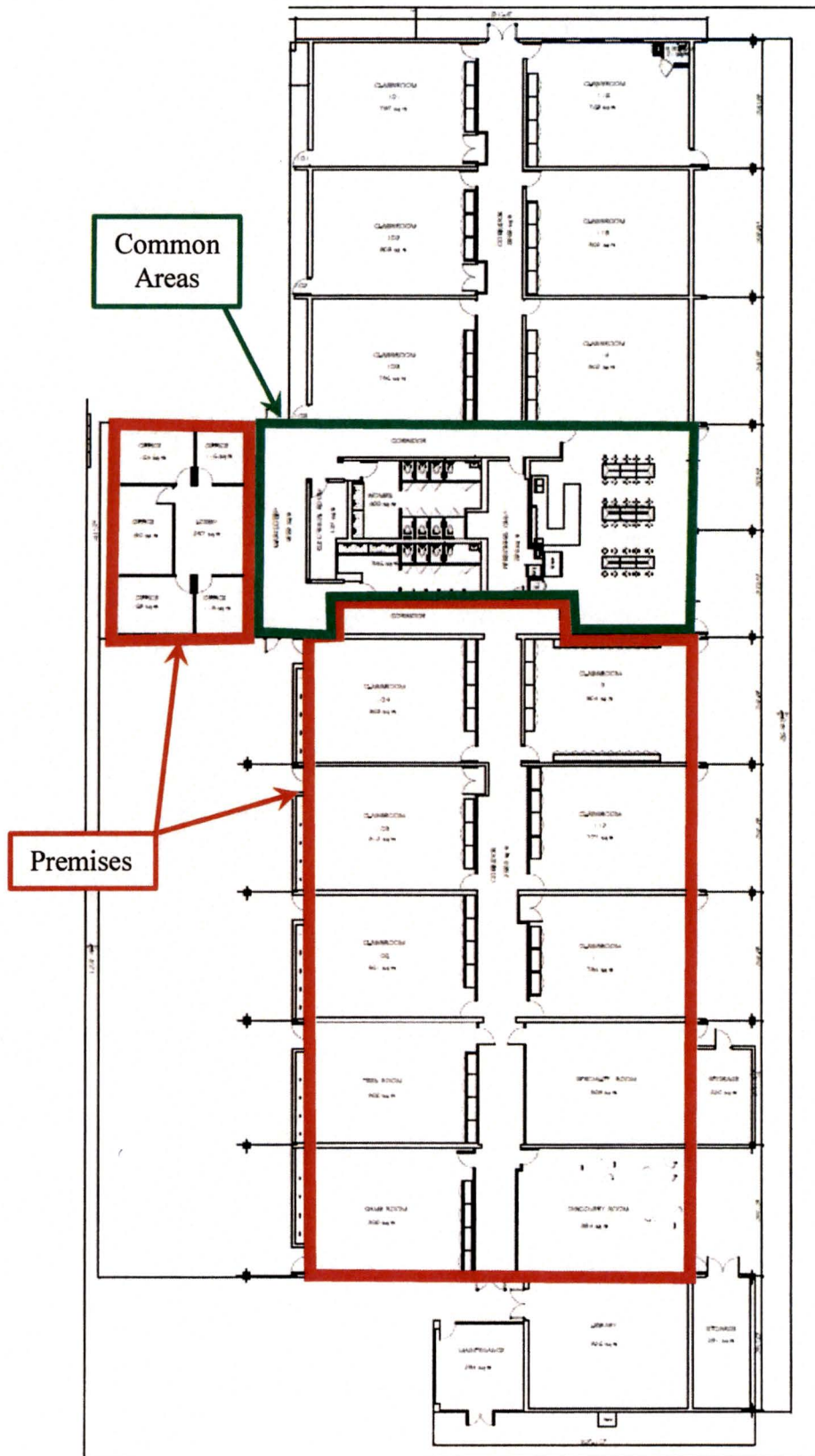


EXHIBIT "B"

Site Plan



Exhibit "C"

Rent Schedule

10,044 Rentable Square Footage

| Lease Term | Rate / RSF | Annual Base Rent Due | Monthly Base Rent Due |
|---------------|------------|-------------------------|--------------------------|
| Year 1 | \$9.00 | \$90,396.00 | \$7,533.00 |
| Year 2 | \$9.27 | \$93,107.88 | \$7,758.99 |
| Year 3 | \$9.55 | \$95,920.20 | \$7,993.35 |
| Option Term 1 | | | |
| Year 4 | \$9.84 | \$98,832.96 | \$8,236.08 |
| Year 5 | \$10.14 | \$101,846.16 | \$8,487.18 |
| Year 6 | \$10.44 | \$104,859.36 | \$8,738.28 |
| Option Term 2 | | | |
| Year 7 | \$10.75 | \$107,973.00 | \$8,997.75 |
| Year 8 | \$11.07 | \$111,187.08 | \$9,265.59 |
| Year 9 | \$11.40 | \$114,501.60 | \$9,541.80 |
| Option Term 3 | | | |
| Year 10 | \$11.74 | \$117,916.56 | \$9,826.38 |
| Year 11 | \$12.09 | \$121,431.96 | \$10,119.33 |
| Year 12 | \$12.45 | \$125,047.80 | \$10,420.65 |

EXHIBIT "D"
Rules and Regulations

1. The sidewalks and public portions of the buildings, entrances, passages, courts, parking areas, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or encumbered by LESSEE or its employees, agents, invitees, or guests nor shall they be used for any purpose other than ingress and egress to and from the Premises. LESSEE shall keep the Premises and the outside areas immediately adjoining the Premises clean and free from refuse and rubbish at all times. LESSEE may not use the outside areas adjoining the Premises, either permanently or temporarily, to store supplies signage, advertising, plants, decorations, seating or merchandise, or as a work area. LESSEE may not utilize the space in front of LESSEE'S unit in any manner that will restrict or obstruct the free flow of pedestrian and vehicle traffic except for the purpose of loading and unloading for temporary periods of time. At all times, LESSEE will not conduct any business operations that will interfere with or interrupt the business operations of adjoining tenants or other occupants of the 501 Building.
2. No awnings or other projections shall be attached to the outside walls of the any building. No roof or exterior wall penetrations of any kind are permitted, with the exception of those related to security camera installation and building signage. No curtains, blinds, shades, louvered openings, or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of COUNTY, unless installed by COUNTY. No aerial or antenna shall be erected on the roof or exterior walls of the Premises or on any building without the prior written consent of COUNTY in each instance, which may be withheld or conditioned in COUNTY'S absolute discretion.
3. No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by LESSEE on any part of the outside of the Premises or building or on corridor walls or doors or mounted on the inside of any windows without the prior written consent of COUNTY. Signs on any entrance door or doors shall be approved by COUNTY prior to installation by Tenants vendor at LESSEE'S expense. In the event of the violation of the foregoing by LESSEE, COUNTY may install and/or remove same without any liability and may charge the expense incurred to LESSEE.
4. The sashes, sash doors, skylights, windows, heating, ventilating, and air conditioning vents and doors that reflect or admit light and air into the halls, passageways, or other public places shall not be covered or obstructed by LESSEE, or its employees, agents, invitees, or guests, nor shall any bottles, parcels, or other articles be placed outside of the Premises.
5. No boxes or other articles shall be put in front of or affixed to any part of the exterior of any building.
6. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, grease or other substances shall be thrown therein. All damages resulting from any misuse of fixtures shall be borne by the LESSEE who, or whose employees, agents, invitees, or guests, shall have caused the same.
7. No cooking shall be done or permitted by LESSEE on the Premises except in conformity to law and then only in the utility kitchen (if a utility kitchen was provided for in approved plans for the Premises or if COUNTY has consented in writing thereto), which is to be primarily used by LESSEE'S employees for heating beverages and light snacks.

8. Neither LESSEE nor any of LESSEE'S employees, agents, invitees, or guests shall at any time bring or keep upon the Premises any inflammable, combustible, or explosive substance or any chemical substance, other than reasonable amounts of law enforcement related equipment required in the normal operation of LESSEE'S business, all of which shall only be used in strict compliance with all applicable Environmental Laws.
9. LESSEE shall not overload any floor. COUNTY may, but shall not be required to, direct the routing and placement of safes and other heavy articles. Safes, furniture and all large articles shall be brought into said Premises or removed therefrom at LESSEE'S sole risk and responsibility.
10. The Premises shall not be used for lodging or sleeping, or for any immoral, disreputable, or illegal purposes, or for any purpose which may be dangerous to life, limb, or property.
11. LESSEE shall make no changes or alterations to cabling or technology without written consent of COUNTY. COUNTY will not provide telephony, voice, video, data, internet, or other telecommunications services.
12. LESSEE will refer all contractors, contractors' representatives and installation technicians rendering any service to LESSEE, to COUNTY'S supervision, approval, and control before performance of any contractual service. All contractors shall be licensed and insured. This provision shall apply to all work performed in the Premises including but not limited to the installation of telephones, electrical devices, plumbing and HVAC.
13. LESSEE shall not connect any apparatus, equipment or device to the water lines in the Building, without first obtaining the written consent of the COUNTY.
14. Canvassing, soliciting, and peddling within the any building or in the Common Areas is prohibited and LESSEE shall cooperate to prevent the same.
15. There shall not be used in any space, or in the public halls of any building, either by LESSEE or by jobbers or others, in the delivery or receipt of merchandise to LESSEE, any hand trucks, except those equipped with rubber tires and side guards.
16. All paneling or other wood products not considered furniture which LESSEE shall install in the Premises shall be of fire-retardant materials. Prior to the installation of any such materials, LESSEE shall submit to COUNTY a satisfactory (in the reasonable opinion of COUNTY) certification of such materials' fire-retardant characteristics. LESSEE shall not store wood pallets inside any building.
17. All trucks and delivery vans shall be parked in designated areas only and not parked in spaces reserved for cars. All delivery service doors are to remain closed except during the time that deliveries, garbage removal, or other approved uses are taking place therein. All loading and unloading of goods shall be done only at such time, in the areas, and through the entrances designated for such purposes by COUNTY.
18. LESSEE shall be responsible for the removal and proper disposition of all crates, trash, boxes, and items termed garbage from the Premises. The corridors and parking and delivery areas are to be kept clean from such items. LESSEE shall provide convenient and adequate receptacles within their rented space for the collection of standard items of trash and shall dispose of all trash, debris, cardboard in dumpster in the dumpster enclosure. Trash and garbage shall be in sealed polyurethane plastic bags and shall be emptied to the outside dumpster daily. When using dumpsters, LESSEE shall break down or flatten all boxes and debris. LESSEE shall keep dumpster enclosures closed when not in use. Dumpsters may not

be used to dispose of any hazardous waste, construction debris or materials, or any trash or waste generated away from the Premises. LESSEE shall not burn any trash or garbage of any kind in or about the Premises. Tenants must make their own arrangements for the proper disposal of construction materials, furniture and fixtures, copy machines, printers, computers, monitors and appliances of any kind. The trash dumpsters are for garbage and paper goods only.

19. COUNTY shall not be responsible for lost or stolen personal property, equipment, money or jewelry from LESSEE'S area, common areas, parking areas or public rooms regardless of whether such loss occurs when such area is locked against entry or not.
20. Neither LESSEE, nor its employees, agents, invitees, or guests, shall paint or decorate the Premises, or mark, paint, or cut into, drive nails or screw into nor in any way deface any part of the Premises or any building without the prior written consent of COUNTY. Notwithstanding the foregoing, standard picture hanging shall be permitted without COUNTY'S prior consent. If LESSEE desires a signal, communications, alarm, or other utility or service connection installed or changed, such work shall be done at the expense of LESSEE, with the approval and under the direction of COUNTY.
21. LESSEE shall give COUNTY prompt notice of all accidents to or defects in air conditioning equipment, plumbing, and electric facilities, or any part or appurtenance of the Premises.
22. LESSEE agrees and fully understands that the overall aesthetic appearance of the Premises is of paramount importance; thus COUNTY shall maintain complete aesthetic control over any and every portion of the Premises visible from outside the Premises including but not limited to all fixtures, equipment, signs, exterior lighting, plumbing fixtures, shades, awnings, merchandise, displays, art work, wall coverings, or any other object used in LESSEE'S business. COUNTY'S control over the visual aesthetics shall be complete and arbitrary. COUNTY will notify LESSEE in writing of any aesthetic deficiencies and LESSEE will have seven (7) days to correct the deficiencies to COUNTY'S satisfaction or LESSEE shall be in default of this Agreement and the Default section shall apply. COUNTY shall have the right to prohibit the use by LESSEE of any obnoxious, unethical or immoral method of business operation, advertising or interior display, if, in COUNTY'S opinion, the continued use thereof would impair the reputation of the Property as a desirable place.
23. LESSEE shall not install, operate, or maintain in the Premises or in any other area of any building, any electrical equipment which does not bear the U/L (Underwriters Laboratories) seal of approval, or which would overload the electrical system or any part of the system beyond its capacity for proper, efficient, and safe operation as determined by COUNTY, taking into consideration the overall electrical system and the present and future requirements therefor in any building. LESSEE shall not furnish any cooling or heating to the Premises, including, without limitation, the use of any electronic or gas heating devices, without COUNTY'S prior written consent.
24. Whenever and to the extent that the above Rules and Regulations conflict with any of the rights or obligations of LESSEE pursuant to the provisions of the Agreement, the provisions of the Agreement shall govern.
25. COUNTY may, upon request, waive compliance with any of the Rules and Regulations provided that (i) no waiver shall be effective unless in writing and signed by COUNTY or COUNTY'S authorized agent, (ii) any such waiver shall not relieve LESSEE from the obligation to comply with such Rule or Regulation in the future unless expressly consented to by COUNTY.

26. LESSEE shall not do, or permit anything to be done in or about any building, or bring or keep anything therein that will in any way increase the rate of fire or other insurance on the Premises, or on property kept therein, or obstruct or interfere with the rights of, or otherwise injure or annoy, other Tenants, or do anything contrary to or in conflict with valid laws, rules or regulations of any municipal or governmental authority or fire, safety or building authority or regulation.
27. COUNTY reserves the right to rescind any of these rules and make such other and further rules and regulations as in COUNTY'S judgment shall from time to time be needful for the operation thereof, the preservation of good order therein, and the protection and comfort of its Tenants, their agents, employees and invitees, which rules when made and notice thereof given to a LESSEE shall be binding upon LESSEE in the manner as if originally prescribed.

No person, without the consent of the COUNTY shall in or on any part of the Premises and/or any building throw, discard, or deposit any paper, glass, or extraneous matter of any kind, except in designated receptacle, or create litter hazards of any kind.
28. LESSEE and LESSEE'S employees shall park their vehicles only in those portions of the parking area designated for that purpose by COUNTY.
29. Vehicles parked illegally or in non-assigned spaces will be towed at the car owner's expense and liability.
30. LESSEE agrees that all its employees to be informed of regulations and assumes responsibility for their adherence to them.
31. LESSEE or any of its employees will not leave an exterior door unlocked after business hours.
32. LESSEE shall provide COUNTY maintenance technicians or subcontractors access to premises to allow for repair or replacement as necessary.
33. LESSEE or LESSEE'S contractors shall not cut the concrete floor below or above the premises without written approval by COUNTY.
34. LESSEE shall not install permanently or temporarily Window AC units.
35. If LESSEE installs any equipment that becomes a part of real property and is under warranty, LESSEE shall provide said warranty with the COUNTY upon leaving the premises.
36. LESSEE shall require all contractors and subcontractor's performing work on the premises to obtain the following insurance requirement per Exhibit E below:
37. LESSEE shall abide by the posted speed limit and require invitees to abide by the posted speed limit in the parking areas.
38. LESSEE shall participate in all fire drills conducted by the COUNTY.

Exhibit "E"
Insurance Requirements

The following insurance requirements are included in this Agreement:

The LESSEE shall obtain and maintain and require any contractors to obtain and maintain at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. All insurance policies shall be from insurance companies licensed to do business in the State of Florida and have an AM Best rating of A-VIII or better. Within ten (10) calendar days of executed Agreement, the LESSEE shall provide the COUNTY with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph three (3) for Additional Insured shall be attached to the certificate(s).

No occupancy shall commence at any site unless and until the required Certificate(s) of Insurance are received and approved by the COUNTY. Approval by the COUNTY of any Certificate of Insurance does not constitute verification by the COUNTY that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. COUNTY reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the Agreement period.

All policies providing liability coverage(s), other than Professional Liability and Worker's Compensation policies, obtained by the LESSEE to meet the requirements of the Agreement shall be endorsed to include Pinellas County, a political subdivision of the State of Florida as an Additional Insured. Indicated coverage as additional insured by checking boxes on the certificate is not adequate. A copy of the actual endorsement or policy declaration page indicating such coverage must be submitted along with the certificate of insurance.

If any insurance provided pursuant to the Agreement expires prior to the expiration of the Agreement, renewal Certificates of Insurance and endorsements shall be furnished by the LESSEE to the COUNTY at least thirty (30) days prior to the expiration date.

LESSEE shall also notify COUNTY within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said LESSEE from its insurer. Notice shall be given by certified mail to: Pinellas County Real Estate Management Department, 509 East Ave. S, Clearwater, Florida 33756; and nothing contained herein shall absolve LESSEE of this requirement to provide notice.

Should the LESSEE, at any time, not maintain the insurance coverages required herein, the COUNTY may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the COUNTY and charge the LESSEE for such purchase. The COUNTY shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the COUNTY to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that is signing the Agreement.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of LESSEE.
- (3) The term "COUNTY", "County", or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of COUNTY and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by COUNTY or any such future coverage, or to COUNTY'S Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any certificate of insurance evidencing coverage provided by a leasing company for either Workers Compensation or Commercial General Liability shall have a list of covered employees certified by the leasing company attached to the Certificate of Insurance. The COUNTY shall have the right, but not the obligation to determine that the LESSEE is only using employees named on such list to perform work for the COUNTY. Should employees not named be utilized by LESSEE, the COUNTY, at its option may stop work without penalty to the COUNTY until proof of coverage or removal of the employee by the LESSEE occurs, or alternatively find the LESSEE to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from the LESSEE.

The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

- (A) Workers' Compensation Insurance-LESSEE with less than 4 full or part-time employees including owners may submit County waiver in lieu of workers compensation. The satisfactory completion of the waiver does not release the LESSEE for responsibility of injury to their employees.

Limits

| | |
|----------------------|------------|
| Per Employee | \$ 500,000 |
| Per Employee Disease | \$ 500,000 |
| Policy Limit Disease | \$ 500,000 |

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Premises/Operations, Products/Completed Operation and Personal Injury. No exclusions for physical abuse or sexual molestation are allowed.

Limits

| | |
|-----------------------------------------|--------------|
| Each Occurrence | \$ 1,000,000 |
| Products/Completed Operations Aggregate | \$ 2,000,000 |
| Personal Injury and Advertising Injury | \$ 1,000,000 |
| General Aggregate | \$ 2,000,000 |

(C) Business Automobile Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards. LESSEE may show that non-owned auto coverage exists under the Commercial General Liability policy if entity does not own any vehicles.

Limits

| | |
|--------------|--------------|
| Per Accident | \$ 1,000,000 |
|--------------|--------------|

(D) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (A), (B), and (C) above:

Limits

| | |
|-------------------|-------------|
| Each Occurrence | \$1,000,000 |
| General Aggregate | \$1,000,000 |

(E) Property Insurance LESSEE will be responsible for all damage to its own property, equipment and/or materials including permanently installed tenant improvements and betterments.

Exhibit "F"

LESSEE'S Acceptance Certificate

Pinellas County

c/o Real Estate Management Department
Real Property Division,
509 East Avenue South
Clearwater, Florida 33756

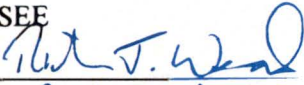
Re: Lease Agreement dated _____, 20__ by and between COUNTY and LESSEE for the Premises located at 5175 45th Street North, St. Petersburg, Florida 33714, Building 'C', Suite(s) _____, containing approximately _____ square feet (the "Premises").

In accordance with the terms and conditions of the Agreement, LESSEE accepts possession of the Premises, acknowledges that the Premises are suitable for LESSEE'S permitted use and agrees to the following:

1. The Effective Date is _____, 20__.
2. The Possession Commencement Date is _____, 20__.
3. The Anniversary Date is _____, 20__.
4. The Expiration Date is _____, 20__.

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

LESSEE

By: 
Print: RICH J. WEAD
Its: PRESIDENT
Date: _____

COUNTY

By: _____
Print: Andrew W. Pupke
Its: Director, Real Estate Management
Date: _____