

AD VALOREM TAX EXEMPTION PERFORMANCE AGREEMENT
BETWEEN PINELLAS COUNTY AND JABIL INC.

THIS AGREEMENT is entered into this ____ day of _____, 2020 (the “Effective Date”) by and between Pinellas County, a Political Subdivision of the State of Florida (the “County”) and Jabil Inc., (“Jabil”), a Delaware Corporation. Collectively, the County and Jabil may hereinafter be referred to as “the Parties” and individually as a “Party.”

WITNESSETH

WHEREAS, Pursuant to Article VII, Section 3, of the Constitution of the State of Florida and Section 196.1995, Florida Statutes, the State has provided for a local Economic Development Ad Valorem Tax Exemption Program upon the successful passage of a referendum; and

WHEREAS, by a referendum held on August 26, 2014 the electors of Pinellas County have authorized the local establishment of the program providing for the granting of ad valorem tax exemptions, which may be renewed for a subsequent ten-year period if approved by subsequent referendum; and

WHEREAS, Pinellas County Ordinance 2018-08 amending previously adopted Ordinance 2014-56 and codified in Chapter 118, Article VII of the Pinellas County Code (the “Master Ordinance”) sets forth the guidelines and process for implementing Pinellas County’s Economic Development Ad Valorem Tax Exemption Program (the “Program”); and

WHEREAS, pursuant to the Master Ordinance, Jabil submitted an application (“Jabil Application”) requesting an exemption under the Program based on estimated capital costs and employment figures, and the County approved the exemption by adoption of Resolution 2018-15, and Ordinance 2020 - 31 (the “Jabil Exemption Ordinance”); and

WHEREAS, as a condition of an exemption being granted, Jabil is required to enter into an agreement with the County to ensure that the business satisfies all requirements associated with the creation of jobs in the County, the fulfillment of other representations made in applying for the exemption, and the granting of the exemption by the Board;

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, hereby acknowledged by the Parties, Jabil and the County agree as follows:

1. **RECITALS.** The above recitals are true and correct and are adopted as an integral part of this Agreement.
2. **TERM.** The term of this Agreement shall commence on the Effective Date as set forth by the Jabil Exemption Ordinance and continue in full force and effect through and up to December 31, 2030, except for those obligations that survive the termination of the term, and unless the term is otherwise terminated or extended as provided herein.
3. **BUSINESS MAINTENANCE AND CONTINUING PERFORMANCE CONDITIONS REQUIREMENTS.** In consideration of the County granting the Exemption, JABIL hereby

agrees to meet the following requirements for the duration of the Exemption Period as defined herein and in the Jabil Exemption Ordinance.

- A. Pursuant to representations made in its Application, Jabil agrees to acquire, renovate and equip an approximate 39,900 square foot facility located at 10900 Roosevelt Blvd. N., St. Petersburg, Florida 33716. Jabil invested approximately \$11,727,141.00 in the renovation and equipment prior to December 31, 2019.
 - B. Jabil created a total of 12 new full-time jobs by December 31, 2019, at an average annual wage that shall together be no less than \$62,900.00, and will maintain these 12 full time jobs in Pinellas County.
 - C. Jabil is committed to reducing its carbon footprint through recycling programs and promoting telecommuting.
 - D. Jabil will continue to operate the type of business and trade identified in the Jabil Application; and
 - E. Jabil will continue to meet the applicable criteria that qualified Jabil for the exemption; and
 - F. Jabil will continue to meet all of the other expectations and representations set forth in the Jabil Application.
4. ANNUAL FILINGS. Pursuant to Florida Statutes, Section 196.1995, the Master Ordinance, and the Jabil Exemption Ordinance, Jabil shall:
- A. Submit an Annual Renewal Statement and Annual Report to the County on or before February 1 of each year of the term of this Agreement.
 - i. The Annual Renewal Statement shall certify that information provided in the Application has not changed. In the event the information has changed, the Annual Renewal Statement shall set forth the changes in detail and any supporting documentation that may be necessary.
 - ii. The Annual Report shall provide an update of Jabil's compliance with the Business Maintenance and Continuing Performance Conditions set forth in Section 3 herein.
 - B. Comply with all filings required by Florida Statutes, Section 196.011 for annual renewals of tax exemptions.
5. COMPLIANCE WITH ORDINANCE REQUIREMENTS. Jabil shall comply with all terms and conditions set forth in the Master Ordinance and the Jabil Exemption Ordinance, as they may be amended from time to time, as well as any policies, procedures and guidelines adopted by the Board from time to time related to the Program; provided, however, that the County must provide prior written notice to Jabil of any such policies and procedures and such policies and procedures shall not bind Jabil without its express written consent; and provided, further, that Jabil shall have the right to terminate this Agreement if Jabil determines at its sole discretion that it cannot reasonably comply with any such policies and procedures without prejudice. The Parties acknowledge and agree that if this Agreement is terminated pursuant to the immediately preceding sentence, the County shall have the right to revoke the Jabil Exemption Ordinance immediately without further notice to Jabil.
6. BOARD REVOCATION. In the event Jabil fails to satisfy the Business Maintenance and Continuing Performance Conditions set forth in Section 3 of this Agreement, or fails to comply with the terms of the Master Ordinance or the Jabil Exemption Ordinance the Board may, upon 30 days written notice to Jabil adopt an ordinance revoking the ad valorem tax exemption and termination of this Agreement.

- A. Upon revocation, the Board shall immediately notify the Property Appraiser and Jabil.
 - B. If it is determined that for any year within the exemption period Jabil was not entitled to receive the exemption, Jabil shall be subject to the taxes exempted plus annual interest at the rate allowed by Florida Statute 213.235.
 - C. This Section shall survive termination of this Agreement.
7. ASSIGNMENT & ASSUMPTION. No Party to this Agreement may assign or assume any rights or delegate any duties under this Agreement without the prior written consent of the other Party.
8. NOTICE. Any notices required under this Agreement shall be in writing and be addressed to the parties as shown below. Notices shall be delivered by certified or registered first class mail or by commercial courier service and shall be deemed to have been given or made as of the date received.

AS TO THE COUNTY: Pinellas County Economic Development Director
13805 58th Street North, Suite 1-200
Clearwater, FL 33760

AS TO THE COMPANY: General Counsel
10560 Dr. Martin Luther King Jr. N.,
St. Petersburg, FL 33716

9. WAIVER. No act of omission or commission of either Party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a duly executed written modification to this Agreement.
10. FORCE MAJEURE. No Party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused by hurricane, tornado, fire, earthquake, flood, epidemics, strikes, labor disruption, civil commotion, terrorism, or failure or disruption of utility services, or other like cause beyond the reasonable control of the Party obliged to perform.
11. COMPLIANCE WITH LAWS. The Parties shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and the orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to public records laws.
12. SEVERABILITY. Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
13. INDEMNIFICATION. Jabil shall defend, indemnify, provide and pay the reasonable cost of defense, and hold harmless the County from all damages, suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the construction or operation of the Project by Jabil or its subcontractors, or on account of any act or omission, neglect or misconduct of Jabil.
14. JURISDICTION AND VENUE. Venue for any action brought in state court shall be in Pinellas

County, Florida. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each Party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

15. **AMENDMENTS.** This Agreement shall not be changed except by written instrument signed by all of the Parties.
16. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon the Parties' respective successors and assigns.
17. **NO THIRD-PARTY BENEFICIARY.** Persons not a Party to this Agreement may not claim any benefit hereunder or as third-party beneficiaries hereto.
18. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.
19. **NO CONSTRUCTION AGAINST PREPARER OF AGREEMENT.** This Agreement has been prepared by County and reviewed by Jabil and its professional advisors. The County, Jabil, and their professional advisors believe that this Agreement expresses their understanding and that it should not be interpreted in favor of either Jabil or the County or against the County or Jabil merely because of their efforts in preparing it.
20. **PUBLIC RECORDS.** Jabil shall allow access to all public records made or received by Jabil in conjunction with the Exemption subject to the provisions of Chapter 119, Florida Statutes, except trade secrets, potentially patentable material, financial and proprietary information, or confidential and/or exempt information as provided in Sections 288.075 and/or 288.9520, Florida Statutes. Jabil consents to the public disclosure by the County of this Agreement and all terms and provisions set out herein.
21. **REPRESENTATIONS AND WARRANTIES.** Jabil represents and warrants to the County that as of the date hereof and throughout the term of this Agreement:
 - A. Jabil is a for profit corporation, duly organized under the laws of the State of Delaware, it maintains a place of business within the State of Florida, and is validly existing and is doing business in the State of Florida as Jabil Inc.;
 - B. Jabil has the power and authority to own its properties and assets and to carry on its business as now being conducted and has the power and authority to execute and perform this Agreement;
 - C. This Agreement (a) is a lawful, valid and binding agreement of Jabil in its corporate name enforceable against Jabil in accordance with its terms; (b) does not violate any order of any court or other agency of government binding on Jabil, the charter documents of Jabil or any provisions of any indenture, agreement or other instrument to which Jabil is a party; and (c) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any material indenture, agreement or other instrument to which Jabil in its corporate name, is a party;

- D. Jabil has not received written notice of any action having been filed against Jabil that challenges the validity of the Agreement or Jabil’s right and power to enter into and perform this Agreement; and
- E. The signatory hereto has the authority to execute this Agreement and to bind Jabil to the terms and conditions set forth herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

WITNESSES:

DocuSigned by:
 Sign: Stephany Palkovich
71B32C8F-87C04F5...
 Print: Stephany Palkovich

DocuSigned by:
 Sign: Caleb Bendix
A605537257D04E4...
 Print: Caleb Bendix

Jabil Inc.
 DocuSigned by:
 By: [Signature]
DD3869151B89417...
 Printed name: Sergio Cadavid

Title: SR VICEPRESIDENT - CORP TREASURER
11/2/2020

ATTEST:

 KEN BURKE, CLERK OF COURT

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

By: _____
 Deputy Clerk

By: _____
 _____, Chair

APPROVED AS TO FORM
 By: Matthew Tolnay
 Office of the County Attorney