

**LEASE AGREEMENT**

**between**

**PARK MEDICAL COMPLEX, LLC, a Florida limited liability company**

**and**

**BDG 5000 PARK, LLC, a Florida limited liability company**

**And**

**BDG, LLC, a Florida limited liability company**

**(collectively “LANDLORD”)**

**and**

**PINELLAS COUNTY, a political subdivision of the State of Florida**

**(“TENANT”)**

## LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) made this \_\_\_\_ day of \_\_\_\_\_, 2020, between **PARK MEDICAL COMPLEX, LLC**, a Florida limited liability company, and **BDG, LLC**, a Florida limited liability company, as joint venture partners under that certain Memorandum of Joint Venture Agreement dated September 2, 2014, recorded at O.R. Book 18747, Page 1382 of the Public Records of Pinellas County, Florida (Memorandum), as the owners of “**Parcel 1**”, and **BDG 5000 PARK, LLC**, a Florida limited liability company and **PARK MEDICAL COMPLEX, LLC**, as the owners of “**Parcel 2**” (hereinafter collectively “**Landlord**”), and **PINELLAS COUNTY**, a political subdivision of the State of Florida, (hereinafter “**Tenant**”).

### WITNESSETH:

#### 1. PREMISES.

A. Premises. In consideration of the Base Rent (as defined herein) agreed to be paid by Tenant, and in consideration of the covenants of the respective parties hereto to be performed by them at the time and in the manner hereinafter provided, Landlord does hereby lease to the Tenant, and Tenant does hereby lease from Landlord, those certain Premises consisting of approximately **15,131** square feet (the “**Premises**”) of a portion of the 34,625 square foot building located at 5000 Park Street N., St. Petersburg, Pinellas County, Florida 33709 (the “**Building**”). The proposed new floor plan of the Premises is attached hereto as **Exhibit “A”** (the “**Floor Plan**”), and the legal description of the property upon which the Building is situated is more particularly described on **Exhibit “B”** attached hereto (the “**Property**”).

B. Relocation and Landlord’s Work. Landlord shall, at its sole cost and expense, be responsible for the cost to uninstall, relocate and reinstall Tenant’s furniture, fixtures, equipment, and contents from Tenant’s facility located at 1800 66<sup>th</sup> Street N., St. Petersburg to the leased Premises. Additionally, Landlord shall be responsible for the following work prior to Tenant taking occupancy: i) the construction and cost to build-out the Premises based upon the Floor Plan attached hereto as **Exhibit “A”**, ii) painting of the interior of the Premises (two coats), including all walls, doors and trim, and as-needed (two coats) to the exterior of the Premises, iii) installation of office carpet no less than 16 ounces Aladdin Commercial Streaming Online Carpet Tile Breaking Update 24" x 24" Premium (95.94 sq ft/ctn) as per Specifications & Tests, Flammability: ASTM E 648 Class I (Glue Down), Smoke Density: ASTM E 662 Less Than 450, Static Propensity: AATCC-134 Under 3.5 Kv, Iaq Green Label Plus: Green Label Plus 100055, Soil Release Technology: Mohawk Protection Plus Soil, Stain Release Technology: Mohawk Protection Plus Stain. Weight iv) installation of a security key system similar to that of standard County office use; v) installation of new 2 x 2 ceiling tile and grid (as needed) throughout entirety of space similar to that of standard County office space, vi) window blinds and window tinting similar to that of standard County office space, vii) furniture and furniture partitions similar to that of standard County office space, and viii) interior signage. (“**Landlord’s Work**”).

C. Rentable Area. Base Rent for the Premises shall be determined by multiplying a rental rate per square foot by the Total Rentable Area. “**Total Rentable Area**” is defined as the usable area of the Premises, plus sixteen percent (16%) of the common area, representing Tenant’s share of the common areas of the Building in which the Premises are located, as determined by a mutually agreeable space plan prepared by Landlord according to BOMA standards for the measurement of useable and rentable area. Tenant’s “**Proportionate Share**” of the Building shall be **fifty-one percent (51%)**. The usable area of the Premises has been determined by measuring

from the outside finished surface of the dominant portion of the permanent outer building wall and from the outside of other walls separating the Premises from the common areas of the Building to the center line of all other walls separating one leased area from another. The “**Total Rentable Area**” upon which Tenant will be charged Base Rent and Additional Rent consists of approximately **17,551** square feet.

2. TERM, RENT AND OPERATING EXPENSES.

A. Term. The term of this Lease shall commence on the Commencement Date hereinafter set forth in Section 3 and shall terminate twenty-four months (24) months after the date upon which Tenant takes possession of the Premises (“**Term**”). Tenant shall have the right to extend the Lease up to twelve (12) thirty-day extensions under the same terms and conditions of the Lease (“**Extension Periods**”). The Lease shall automatically extend for each of the Extension Periods, unless Tenant provides thirty (30) days’ written notice to Landlord prior to the expiration of the then current term, as extended, stating that Tenant elects not to exercise its option to extend the Lease for the next Extension Period, and all remaining Extension Periods, if any, will expire and will no longer be in force or effect.

B. Base Rent. Tenant shall pay annual Base Rent in the amount of **\$114,257.52**, until the end of the Term, or the end of the Extension Period in effect at such time as Tenant vacates the Premises. Said Base Rent shall be payable in equal monthly installments of **\$9,521.46** and shall be payable on or before the first day of each month. All Rent and Additional Rent shall be made payable to Park Medical Complex, LLC.

C. Operating Expenses. Landlord shall be responsible for maintenance and repair of those items set forth on **Exhibit “C”** attached hereto (“**Operating Expenses**”), subject to Tenant’s reimbursement as set forth below.

During the term of the Lease, Tenant shall pay, as Additional Rent, its proportionate share of the following expenses:

- (i) water, sewer and trash service as set forth in Section 8 below at an approximate rate of \$0.64 per square foot; and (ii) those maintenance expenses as set forth in Section 9(a), Section 27 and on Exhibit “C” (collectively “**Operating Expenses**”) at an approximate rate of \$3.26 per square foot; and (iii) insurance as set forth in Section 12A (“**Insurance**”) at an approximate rate of \$1.94 per square foot. Any expense amount above Tenant’s pro rata share shall be Landlord’s responsibility. Said additional Rent shall be paid in one-twelfth (1/12) equal monthly installments by Tenant along with the Base Rent payments. At the end of each Lease Year, Landlord shall provide Tenant with a reconciliation of the actual expenses versus the Tenants’ Proportionate Share payments. Any over-payments shall be refunded to Tenant and any under payments shall be paid by Tenant, within 30 days of receipt of the reconciliation from Landlord. As used herein “**Rent**” shall mean Base Rent, Additional Rent and any other cost or expense Tenant is obligated to pay defined as Additional Rent under this Lease. Notwithstanding the foregoing, Tenant’s combined base year Additional Rent expenses for the first year shall not exceed **\$102,497.88** annually payable in monthly installments of **\$8,541.49**.

D. Sales Tax Exemption. Pinellas County, as Tenant, is exempt from sales taxes on Rent. However, in the event that Tenant's exempt status is ever changed, Tenant will be responsible for payment of such sales taxes.

3. COMMENCEMENT DATE.

The Commencement Date shall be the earlier to occur of the following: (i) the date when Tenant occupies the Premises, or (ii) ten (10) days following the issuance of the Certificate of Occupancy for the Building. Within ten (10) days thereafter, Tenant shall submit to Landlord in writing a punch list of items within the Premises needing completion or correction in accordance with the final plans and specifications agreed upon by the parties. Landlord shall complete all punch list items within thirty (30) days of receipt unless such items are outside the control of Landlord and cannot be reasonably completed in such time. If the Commencement Date is other than the first day of the calendar month, such term shall be extended for the remainder of the calendar month in which Commencement Date occurs. After the Commencement Date, Tenant shall, upon request of Landlord, deliver a letter of acceptance of the Premises, subject to completion of the punch list items. The Commencement Date shall be memorialized by the parties' execution of a Commencement Date Agreement in substantially the same form as attached hereto as **Exhibit "D"** ("**Commencement Date Agreement**").

4. USE.

This Lease is made upon the express condition that the Premises shall be used only by Pinellas County for governmental or quasi-governmental purposes, and in conformance with the applicable laws and ordinances for Pinellas County, and for no other purpose or purposes, without the written consent of Landlord, which shall not be unreasonably withheld. Provided however, Tenant agrees not to use the Premises to provide any type of medical care. All rights of Tenant hereunder may be terminated by Landlord in the event that any other use is made by Tenant without Landlord's consent, or upon Tenant's violation of the Lease and failure to cure such violation within thirty (30) days after written notice thereof, or within the timeframe as otherwise provided herein.

5. POSSESSION.

Tenant shall be entitled to full use of the Premises, provided Landlord shall have access to the Premises in order to make any repairs as needed. Landlord shall provide Tenant prior written notice for Landlord's need to enter the Premises in order to accomplish any such repairs.

6. ASSIGNMENT AND SUBLETTING.

Tenant shall not have the right to assign, sublet, or transfer this Lease, or any interest therein, except to another governmental entity. Any attempted assignment, subletting, or transfer in violation of this Section shall be void. Tenant shall have the right to assign this Lease to any affiliate, including appointing authorities, constitutional officers, municipalities and special districts, provided that such assignment is in form satisfactory to Landlord. Any assignee, sublessee or transferee of Tenant's interest in this Lease (all such assignees, sublessees and transferees being hereinafter referred to as "Transferees"), by assuming Tenant's obligations hereunder, shall assume all liability to Landlord for all amounts due under this Lease. Such Transferees shall not be entitled to credit for any sums paid to persons other than Landlord by such

Transferees in contravention of this Section. No assignment or subletting shall relieve Tenant of its liability hereunder. If any Event of Default occurs after an assignment or subletting, Landlord, in addition to any other remedies provided herein, or provided by law, may collect directly from such Transferee all Rents and other sums payable to Tenant and apply such sums against any sums due Landlord hereunder. No such collection shall be construed to constitute a novation or a release of Tenant from the further performance of Tenant's obligation hereunder.

7. ALTERATIONS.

Tenant shall not make any alterations, additions or improvements to the Premises or penetrate the roof or exterior walls, or install any antenna, satellite dish, or any exterior structure, without the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant, at its own cost and expense, may erect such shelves, bins, machinery and trade fixtures as it desires provided that (a) such items do not alter the basic character of the Premises or the building and/or improvements of which the Premises are a part; (b) such items do not overload or damage the same; (c) such items may be removed without injury to the Premises; and (d) the construction, erection or installation thereof complies with all applicable governmental laws, ordinances, regulations and pursuant to plans and specifications approved by Landlord. All alterations, additions, improvements and partitions erected by Tenant shall be and remain the property of Tenant during the term of this Lease and Tenant shall, unless Landlord otherwise elects as hereinafter provided, remove all alterations, additions, improvements and partitions erected by Tenant and restore the Premises to their original condition upon termination of this Lease or upon Tenant vacating the Premises (herein a "**Terminating Event**"); provided however, if Landlord so elects prior to a Terminating Event, such alterations, additions, improvements and partitions shall become the property of the Landlord as of the Terminating Event, and shall be delivered up to Landlord with the Premises. Notwithstanding this provision, any alterations, additions, improvements and partitions which can be removed by Tenant without damage to the Premises, may be removed by Tenant at Tenant's election. All shelves, bins, machinery, and trade fixtures installed by Tenant shall be removed on or before the Terminating Event, at which time Tenant shall restore the Premises to their original condition. All alterations, installations, removals and restoration shall be performed by licensed contractors, with worker's compensation and liability insurance, pursuant to valid building permits, in a good and workmanlike manner so as not to damage or alter the primary structural qualities of the Building and other improvements on the Premises.

8. UTILITIES.

Landlord shall provide the utilities to the Premises, including water, sewer, electric and trash collection, including any deposits required by any such utility provider. Landlord shall not be liable for any interruption or failure of utility service on the Premises, unless such failure is the result of Landlord work upon the Property. Tenant will pay for electric services directly to the utility provider. Tenant shall pay to Landlord, as Additional Rent, its proportionate share of water, sewer and trash service at an approximate rate of \$0.64 per square foot. In addition to electric service, Tenant shall, at its sole cost and expense, be responsible for the following services: i) phone, ii) internet, iii) janitorial, and iii) security guard(s) if required by Tenant.

9. MAINTENANCE AND SERVICES.

a) Landlord.

- i) Landlord shall be responsible to perform all maintenance, repairs and replacements in and upon the Premises, the Building and the Property, including but not limited to roof, foundation, structural elements, floors, floor covering, windows including replacement, exterior and interior walls (bearing or non-bearing), ceiling and ceiling tiles, interior and exterior electrical systems (excluding Tenant's communications wiring and systems), lighting and fixtures (including bulb replacement), plumbing systems, including water and sewer, and plumbing fixtures, interior and exterior doors and locks, HVAC systems and components, landscaping and irrigation systems maintenance, sidewalks, parking lot and driving aisles, exterior painting, and storm water drainage systems. Landlord will provide all exterior and interior pest control.
  - ii) Landlord will insure that all life safety code requirements are met and maintained including emergency lighting, illuminated exit signs at proper locations, panic hardware, installation and maintenance of fire extinguishers, maintenance of fire sprinkler systems, if applicable, and maintenance of fire alarm systems.
  - iii) Landlord will be responsible for maintenance and certification of security systems and payment of security service, if any. Tenant acknowledges that Landlord shall not be responsible for the security of persons and property on the Premises as Tenant will be in sole possession and control of the Premises.
- b) Tenant shall pay, as Additional Rent its proportionate share of the maintenance and repairs to the Premises as set forth in this Section 9(a) at an approximate rate of \$3.26 per square foot.
- i) Tenant shall keep the Premises free of all trash and rubbish and maintain them in a clean, neat, orderly and sanitary condition, and shall provide all janitorial services.
  - ii) Tenant shall, in a manner acceptable to Landlord, repair and pay for any damage caused by the negligence of Tenant, or Tenant's employees, agents, or invitees, or caused by Tenant's defaults hereunder.
  - iii) In the event Tenant fails to perform any of its obligations as outlined in this Section, or Tenant's replacements and repairs include materials of lesser quality than Landlord's original equipment or material, Landlord may at its option, and at such cost as deemed reasonable in Landlord's sole opinion, effect such maintenance and repair and Tenant shall upon demand immediately reimburse Landlord as Additional Rent for Landlord's costs.

10. TAXES.

Tenant shall pay all taxes directly to the taxing authority, when due including ad valorem, non-ad valorem and intangible taxes and assessments on the Premises, including improvements thereof (“**Taxes**”).

11. SIGNS.

Tenant shall be responsible for all repairs and maintenance to any and all signage on the Premises at Tenant’s expense. Upon termination of Lease, Tenant will remove all signage at Tenant’s expense and repair any damages to the Premises caused by installation of such signage. Directional signage and exterior signage shall be considered part of Tenant’s alterations. Notwithstanding the foregoing, Tenant shall not remove sign poles or monument signs, only the sign panels.

12. INSURANCE.

A. Landlord shall, for the sole benefit of Landlord, maintain insurance including but not limited to its general liability insurance in amounts determined by Landlord, rent loss insurance, and casualty insurance covering the Building and improvements constituting the Premises in an amount not less than one hundred percent (100%) of the “replacement cost” thereof insuring against the perils of Fire, Lightning, Extended Coverage, Vandalism and Malicious Mischief, Flood and Windstorm. Tenant shall be named as additional insured on the general liability policy. Tenant shall pay, as Additional Rent, its proportionate share of said Insurance at an approximate rate of \$1.94 per square foot.

B. Tenant, at its own expense, shall maintain during the term of this Lease a policy or policies of worker's compensation and comprehensive general liability insurance, including personal and bodily injury and property damage, with a contractual liability endorsement, in the amount of Five Hundred Thousand Dollars (\$500,000.00) for property damage and Two Million Dollars (\$2,000,000.00) per occurrence for personal and bodily injury or death occurring in or about the Premises. Tenant, at its own expense, also shall maintain during the term of this Lease, fire and extended coverage insurance, including flood and windstorm, covering the replacement cost of (i) all alterations, additions, partitions and improvements installed or placed on the Premises by Tenant or by Landlord on behalf of Tenant and (ii) all of Tenant's personal property on the Premises. Such policies shall (i) name Landlord and its lender as an additional insured and insure Landlord's contingent liability under this Lease (except for the worker's compensation policy, which instead shall include a waiver of subrogation endorsement in favor of Landlord), (ii) be issued by an insurance company licensed to do business in Florida which is reasonably acceptable to Landlord, and (iii) provide that such insurance shall not be canceled without thirty (30) days prior written notice to Landlord. Such policy or policies or certificates thereof shall be delivered to Landlord prior to or upon the Commencement Date and upon each annual renewal of such insurance. Alternatively, Tenant shall have the right to furnish the insurance coverages set forth in this subsection through and under self-insurance. Nothing in this provision shall include Landlord’s or Landlord’s insurers claim to County’s self-insurance proceeds.

C. Tenant shall not permit the Premises to be used for any purpose or in any manner that would (i) void the required insurance, (ii) increase the insurance risk, or (iii) cause the

disallowance of any mitigation credits, including without limitation, use of the Premises for the receipt, storage or handling of any product, material, or merchandise that is explosive or highly flammable. If any increase in the cost of any insurance on the Premises is caused by Tenant's use of the Premises, or because Tenant vacates the Premises, then Tenant shall pay the amount of such increase as Additional Rent to Landlord. Tenant shall also ensure that their policy includes coverage for the HEC (Household Electronics and Chemicals) temporary storage on the Premises if Tenant elects to have HEC services at the Premises. Any of the insurance certificates should name the Landlord and its lender.

D. In the event Tenant's insurance lapses or Tenant fails to maintain its self-insurance pursuant to Section 12.B, Landlord may at Landlord's option and at such costs as deemed reasonable in Landlord's sole opinion, secure such necessary insurance for the benefit of Landlord and Tenant agrees to immediately reimburse Landlord for Landlord's costs as Additional Rent.

### 13. INDEMNIFICATION.

Landlord agrees to indemnify and hold harmless Tenant, Assignee, Sublessee, or Transferee, its Board of County Commissioners, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability imposed by law upon Tenant for damages including any strict or statutory liability and any liability under Workers' Compensation Laws because of bodily injury, including death, sustained by any person, or damage to property, including loss of use thereof, arising out of or as a consequence of the negligence of Landlord, its agents, employees and subcontractors, excluding any such injury or damage as shall have been occasioned by the sole negligence of Tenant, its agents, officers and employees.

Tenant agrees to indemnify and hold harmless Landlord, its officers, directors, shareholders, managers, members, or partners, as applicable, from and against all loss or expense including costs and attorney's fees by reason of liability imposed by law upon Landlord for damages including any strict or statutory liability and any liability under Workers' Compensation Laws because of bodily injury, including death, sustained by any person, or damage to property, including loss of use thereof, arising out of or as a consequence of the use of the Premises by Tenant, or the negligence of Tenant, its agents, employees and subcontractors, excluding any such injury or damage as shall have been occasioned by the sole negligence of Landlord, its agents, officers and employees. Said indemnity from Tenant to Landlord shall exclude any acts or occurrences due to the gross negligence of Landlord or its employees.

### 14. LIABILITY OF LANDLORD; CERTAIN TENANT OBLIGATIONS.

All property of any kind that may be on the Premises during the term of this Lease shall be at the sole risk of Tenant. Landlord shall not be liable for damage, theft, or other property loss, that may occur upon any driving aisles or parking areas within the Premises. Tenant, its agents, employees, and invitees such areas at their own risk and any security shall be provided by Tenant. The driveways, entrances, and exits upon, into and from parking areas and public rights of way shall not be obstructed by Tenant, Tenant's employees, agents, guests, or invitees. Tenant, its employees, agents, guests and/or invitees shall not park in space(s) that are identified as reserved for others.



15. ACCESS TO PREMISES.

Subject at all times to Clerk of the Court security procedures, Landlord and Landlord's agents and representatives shall have the right to enter the Premises at any reasonable time after reasonable notice and in the presence of Tenant to inspect the Premises, to show the Premises to prospective mortgagees, to make such repairs to the Premises as may be permitted by Landlord, without abatement of Rent, provided that the business of Tenant shall not be interfered with unreasonably.

16. EVENTS OF DEFAULT; REMEDIES.

A. Events of Default. The following events (herein individually referred to as "**Event of Default**") each shall be deemed to be events of default by Tenant under this Lease:

i. Tenant shall fail to pay any installment of Rent, or Additional Rent, herein reserved or any other payment or reimbursement to Landlord required herein within five (5) calendar days of its due date, or 10 days after receipt to notice from Landlord to Tenant of the failure to pay any installment Rent of Additional Rent.

ii. Tenant shall fail to discharge any lien placed upon the Premises in violation of **Section 17** hereof within thirty (30) days after any such lien is filed against the Premises.

iii. Tenant shall fail to comply with any term, provision or covenant of this Lease (other than those listed in this Section) and fails to perform or make such correction within twenty (20) days after written notice to Tenant.

B. Remedies. Upon the occurrence of an Event of Default which continues beyond any applicable notice and grace period, then in addition to any rights provided landlords under Florida law, Landlord, at its option, may:

i. Institute proceedings to collect past due Rent and other charges under this Lease from time to time; or

ii. Terminate this Lease by written notice to Tenant and thereafter institute proceedings to dispossess Tenant, without waiving the right to collect all unpaid Rent and other charges under this Lease for the period prior to the time Landlord regains possession of the Premises; or

iii. Without terminating this Lease, institute proceedings to dispossess Tenant and upon entry of an order of dispossession, thereafter rent the Premises at the best price obtainable by commercially reasonable methods, including listing the Premises for rent or by private negotiations, and for any term Landlord deems proper. Tenant shall be liable to Landlord for the deficiency, if any, between the Rent due hereunder and the total rent obtained by Landlord for the Premises upon re-letting, after deducting Landlord's expenses in making the Premises rent-ready and all reasonable costs incurred in such re-letting, including without limitation advertising costs, legal fees, the costs of removing and storing Tenant's property, and customary brokerage commissions. The total rent for the term of any re-letting obtained by Landlord shall be the

property of Landlord, and Tenant waives any right to claim any apparent excess of such total rent (net of Landlord's the costs set forth above) over the Rent hereunder for the same period.

C. Cumulative Effect; Attorney's Fees. Landlord's remedies hereunder shall be cumulative, and no remedy shall exclude any other remedy hereunder or by law.

D. Late Charges. In the event Tenant fails to make any payment of Rent or other charges when due, a late charge of five percent (5%) of such delinquent payment shall be payable to help defray the additional cost to Landlord for processing such delinquent payment. The failure to pay any late charge within ten (10) days after demand therefor shall be an Event of Default hereunder. The provision for late charges shall be in addition to all of Landlord's other remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's other remedies for delinquent payments. Landlord shall have no obligation to accept less than full payment of Rent or other obligations; however, accepting any such partial payments shall not be deemed a waiver of the right to immediate payment of the balance or the right to declare a non-payment default for the remaining balance.

E. Surrender of Premises; Waiver. Exercise by Landlord of any one or more available remedies shall not be deemed to be an acceptance of surrender of the Premises by Landlord, whether by agreement or by operation of law. Any purported surrender of the Premises may be affected only by written agreement of Landlord and Tenant. Tenant and Landlord further agree that forbearance by Landlord to enforce any of its rights or remedies under the Lease upon the occurrence of an Event of Default shall not be deemed to be a waiver of Landlord's right to subsequently enforce one or more rights or remedies in connection with any subsequent Event of Default.

F. Tenant's Remedies. If Landlord fails to perform any of its obligations hereunder within twenty (20) days after written notice from Tenant specifying such failure, Tenant's exclusive remedy shall be an action for damages. Unless and until Landlord fails to so cure any default within twenty (20) days after such notice, Tenant shall not have any remedy or cause of action by reason thereof. All obligations of Landlord hereunder shall be construed as covenants, not conditions; and all such obligations will be binding upon Landlord only during the period of its ownership of the Premises and not thereafter. The term "Landlord" shall mean only the owner, from time to time, of the Premises, and in the event of the transfer by an owner of its interest in the Premises, such owner shall thereupon be released and discharged from all covenants and obligations of Landlord thereafter accruing, but such covenants and obligations shall be binding during the Lease Term upon each new owner for the duration of its ownership.

#### 17. COVENANT AGAINST LIENS.

In the event Tenant performs any work in or upon the Premises that requires a Notice of Commencement, Tenant shall file a Notice of Commencement under Fla. Stat. Section 713.13 reflecting Tenant as "owner" for Tenant's improvement work and shall show Tenant's interest as "leasehold". Any claim to a lien upon the Premises arising from any act or omission of Tenant shall be valid only against Tenant and shall in all respects be subordinate to the title and rights of Landlord, and any person claiming through Landlord, in and to the Premises. Tenant shall remove any lien or encumbrance on its interest in the Premises within thirty (30) days after it has arisen; provided, however, that Tenant may in good faith contest any such item if it notifies Landlord in writing thereof and posts a bond or other security with Landlord, the title company, or a court of competent

jurisdiction. It is expressly understood and agreed by Tenant that nothing contained in this Lease shall be construed as a consent or authorization on the part of Landlord to subject the right, title, interest or estate of Landlord in or to the Premises or the property upon which the Premises is located to liens or liability for improvements, whether under the Construction Lien Law of the State of Florida or otherwise, made or ordered by Tenant, and Tenant shall notify any contractors, materialmen, subcontractors and other persons working on such improvements of this provision. Tenant shall strictly comply with the Construction Lien Law of the State of Florida as set forth in Chapter 713, Florida Statutes. All parties with whom Tenant may deal are hereby put on notice that: LANDLORD'S RIGHT, TITLE, INTEREST AND ESTATE IN AND TO THE PREMISES AND THE PROPERTY UPON WHICH THE PREMISES IS LOCATED SHALL NOT BE SUBJECT TO LIENS OR LIABILITY FOR IMPROVEMENTS MADE OR ORDERED BY TENANT. ALL PERSONS AND ENTITIES MAKING IMPROVEMENTS OR PERFORMING LABOR OR SERVICE AND/OR FURNISHING MATERIALS TO TENANT MUST LOOK SOLELY TO TENANT AND TENANT'S INTEREST IN THE PREMISES FOR PAYMENT. Tenant hereby authorizes Landlord, but Landlord is not required to prepare and record, in the public records, a short form or memorandum of this Lease or a notice which sets forth the provisions contained herein. The Memorandum of Lease shall make reference to the fact that Tenant shall not have the right to lien Landlord's fee interest in the Premises.

18. 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 a consent or approval of any subsequent similar act by the other party.

19. DESTRUCTION OF PREMISES.

A. If the Premises should be damaged or destroyed by fire or other peril, Tenant immediately shall give written notice to Landlord. If the Building should be totally destroyed by any peril covered by the insurance to be provided by Landlord under Section 12 above, or if it should be so damaged thereby that in Landlord's estimation, rebuilding or repairs cannot be completed within one hundred twenty (120) days after the date of such damage, this Lease shall terminate and the Rent shall be abated during the unexpired portion of this Lease, effective upon the date of the occurrence of such damage.

B. If the Building should be damaged by fire or other peril covered by the insurance under Section 12 above, and in Landlord's estimation, rebuilding or repairs can be substantially completed within one hundred twenty (120) days after the date of such damage, this Lease shall not terminate, and Landlord shall restore the Building to substantially its previous condition, except that Landlord shall not be required to rebuild, repair or replace any part of the partitions, fixtures, additions and other improvements that may have been constructed, erected or installed in the Building, by Tenant. If such repairs and rebuilding have not been substantially completed within one hundred twenty (120) days after the date of such damage (subject to delays outside of Landlord's control), Tenant shall give Landlord written notice of such incompleteness and if Landlord does not thereafter complete such repairs and rebuilding within thirty (30) days Tenant, as Tenant's exclusive remedy, may terminate this Lease by delivering written notice of termination to Landlord. In which event the rights and obligations hereunder shall terminate. Tenant shall be responsible for the deductibles that are applicable to the insurance policies. Provided however, that if the damage to the Premises referenced under this paragraph occurs at a date that is 180 days or

less from the expiration of the Term, Tenant shall have the right to terminate the Lease as of the date of such damage and relocate from the Premises with no further obligations under this Lease.

C. Notwithstanding anything herein to the contrary, in the event the holder of any mortgage on the Premises requires that the insurance proceeds be applied to such mortgage indebtedness, then Landlord shall have the right to terminate this Lease by delivering written notice of termination to Tenant within fifteen (15) days after such requirement is made known by any such holder, whereupon all rights and obligations hereunder shall terminate. as of the date of such damage

D. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant hereby waive and release each other of and from any and all rights of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any loss or damage that may occur to the Premises, including the Building, or personal property (building contents) within the Building, for any reason regardless of cause or origin., except in the case of gross negligence. Each party to this Lease agrees immediately after execution of this Lease to give each insurance company which has issued casualty policies of insurance to it, written notice of the terms of the mutual waivers contained in this subsection, and if necessary, to have the insurance policies properly endorsed.

#### 20. OBSERVANCE OF LAWS.

Tenant agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, and of insurance carriers, due to its use or occupancy of the Premises. The foregoing shall include compliance with the Federal Americans with Disabilities Act (ADA), and any similar act adopted by the State of Florida, including changes in the ADA or similar Florida Act requiring the Premises to come into compliance. All additions, alterations, installations, partitions, or changes shall be in full compliance with the aforementioned authorities.

#### 21. RELATIONSHIP OF THE PARTIES.

Nothing contained herein shall be deemed to create the relationship of principal and agent or of partnership or joint venture between the parties, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant.

#### 22. QUIET ENJOYMENT.

Landlord covenants and agrees that upon Tenant paying the Rent and performing all the covenants and conditions on Tenant's part to be performed, Tenant shall peaceably hold the Premises for the Term.

#### 23. NOTICES.

Each provision of this Lease or of any applicable governmental laws, ordinances, regulations and other requirements delivery of notice or payment by either party shall be deemed to be complied with upon the following:

A. All Rent and other payments by Tenant to Landlord shall be payable to Landlord at the address set forth below or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith. Tenant's obligation to pay Rent and any other amounts to Landlord shall not be deemed satisfied until such sums have been received by Landlord.

B. All payments required to be made by Landlord to Tenant shall be payable to Tenant at the address set forth below, or at such other address within Pinellas County as Tenant may specify from time to time by written notice delivered in accordance herewith.

C. Any written notice shall be deemed to be delivered whether actually received or not when (i) deposited with the United States Postal Service postage prepaid, Certified or Registered Mail, or (ii) deposited with a nationally recognized overnight courier service such as Federal Express or UPS, in each case addressed to the parties hereto at the respective addresses set out below, or at such other address as specified by a written notice as provided herein.

LANDLORD:

Park Medical Complex, LLC  
BDG, LLC and BDG 5000 Park, LLC  
c/o Belleair Development, LLC  
6654 – 78<sup>th</sup> Avenue North  
Pinellas Park, FL 33781  
Attn: Carlos A. Yepes

TENANT:

Pinellas County  
Facilities & Real Property Division  
Attn: Real Property Manager  
509 East Avenue South  
Clearwater, FL 33756

With Copy To:

Belleair Development, LLC.  
c/o Carlos Yepes  
6654 – 78<sup>th</sup> Avenue North  
Pinellas Park, FL 33781  
Attn: Christian A. Yepes

24. SUBORDINATION.

Tenant, upon request of Landlord, will subordinate this Lease to any mortgages and/or liens which shall now or hereafter affect the Premises and to any renewal, modification or extension thereof; subject, however, to the following conditions and only if such conditions have been met. Tenant, upon request, but at Landlord's sole expense, will execute and deliver such instruments as are reasonably required to subordinate this Lease to such mortgage; provided, however, as a condition precedent thereto Landlord shall simultaneously deliver or cause to be delivered to Tenant an agreement in writing executed by such mortgagee and Landlord substantially in the form attached hereto as **Exhibit "E"** which is by this reference made a part hereof, or in such other form as is reasonably acceptable to Tenant and such mortgagee (an "SNDA") with such SNDA to be recorded in the applicable public records. In the event Landlord shall default on any such mortgage, Tenant may elect to make payments on the mortgage, and any payments so made shall immediately be credited to the Rent and any other charges due and payable by Tenant under this Lease. Tenant's

obligation to subordinate this Lease is expressly conditioned upon receipt of an SNDA as described above from the holder of any mortgage, deed to secure debt or deed of trust now or hereafter encumbering the Premises or any part thereof. Prior to the Commencement Date of the Lease, Landlord shall obtain from any and all lenders encumbering its interest in the Property as of such date, and deliver to Tenant, an executed SNDA as described above. If same is not received within such specified time period, then notwithstanding anything in the Lease to the contrary, the Rent Commencement Date shall not occur unless and until all applicable SNDA(s) have been recorded and Tenant may at any time until the recording of the SNDA(s) cancel this Lease on not less than ten (10) days' prior written notice to Landlord, whereupon neither Party shall have any further rights, duties, liabilities or obligations hereunder.

25. ESTOPPEL CERTIFICATE.

Tenant shall, at any time within ten (10) days after request from Landlord, execute and deliver to Landlord a written certificate stating: (i) whether this Lease is in full force and effect; (ii) whether this Lease has been modified or amended and, if so, identifying and describing any such modification or amendment; (iii) the date to which Rent has been paid; (iv) whether Tenant knows of any default on the part of Landlord and, if so, specifying the nature of such default; (v) that Tenant is in full and complete possession of the Premises; and (vi) such other factual matters pertaining to this Lease as may be requested by Landlord. For this purpose, the Tenant's Real Property Manager is authorized to execute said Estoppel Certificate.

26. HAZARDOUS SUBSTANCES.

A. Tenant agrees that (i) no activity will be conducted on the Premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of Tenant's business (the "**Permitted Activities**") provided such Permitted Activities are conducted in accordance with all Environmental Laws; (ii) the Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Tenant's business (the "**Permitted Materials**") provided such Permitted Materials are properly stored and disposed of in a manner and location meeting all Environmental Laws; (iii) no portion of the Premises will be used as landfill or a dump; (iv) Tenant will not install any underground tanks of any type; (v) Tenant will not allow any surface or subsurface conditions to exist that constitute, or with the passage of time may constitute, a public or private nuisance; (vi) Tenant will not permit any Hazardous Substances to be brought onto the Premises and if so brought or found located thereon, Tenant shall immediately remove same with proper disposal and all required clean-up procedures shall be diligently undertaken pursuant to all Environmental Laws, (vii) Landlord shall be permitted to conduct any environmental test deemed reasonably necessary by Landlord or Landlord's agent to determine the presence of any hazardous substance at Tenant's expense. If Tenant contaminates the Premises, Tenant shall clean up and pay for any associated testing or otherwise comply with all Federal, State, and local laws, rules, regulations or orders. Notwithstanding the foregoing, Tenant may provide for collection of Hazardous Substances or material containing Hazardous Substances from citizens of Pinellas County in approved collection bins sufficient to prevent contamination of underlying soils and groundwater, and provided such Hazardous Substances are removed to other locations within a reasonable period of time after accumulation.

The term "Hazardous Substances" as used in this Lease shall mean pollutants, contaminants, toxic or hazardous waste, including, but not limited to, asbestos, polychlorinated

biphenyls, and petroleum products, or any other substances defined or described as “**Hazardous Waste**” or “**Hazardous Materials**”, the removal of which is required or the use of which is restricted, prohibited or penalized by any “**Environmental Law**,” which term shall mean any federal, state or local law or ordinance relating to pollution or protection of the environment. Landlord warrants that there will be no asbestos in the Building at commencement of this Lease.

B. Landlord shall indemnify and hold Tenant fully harmless for any liabilities and remedial actions for Hazardous Substances existing on the Premises on the Commencement Date of this Lease. Tenant shall indemnify and hold Landlord fully harmless for any liabilities and remedial actions for Hazardous Substances existing on the Premises after the Commencement Date of this Lease due to the negligence of Tenant or its customers. The parties’ indemnification, obligations under this subsection shall survive the expiration or sooner termination of this Lease.

C. Tenant agrees to promptly notify Landlord of any environmentally hazardous event or procedure, including hazardous waste spills of any kind, regardless of responsibility, and to advise Landlord of any environmental concern expressed by any private party or government agency.

27. AIR QUALITY.

Landlord shall maintain the Building and Building air-handling systems to provide a healthful indoor air environment and to prevent the amplification of biological agents (mold, mildew, fungi, and bacteria) and dust above proximate outdoor levels. Tenant shall indemnify and hold Landlord fully harmless for any liabilities and remedial actions for biological agents in the Building after the Commencement Date of this Lease.

28. SURRENDER AT END OF TERM.

At the termination of this Lease by its expiration or otherwise, Tenant immediately shall deliver possession to Landlord with all repairs and maintenance required herein to be performed by Tenant completed. If for any reason, Tenant retains possession of the Premises after such termination, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes either (i) creation of a month to month tenancy, upon the terms and conditions set forth in this Lease, or (ii) creation of a tenancy at sufferance, in any case upon the terms and conditions set forth in this Lease; provided, however, that the monthly Rent (or daily Rent) shall, in addition to all other sums which are to be paid by Tenant hereunder, as Additional Rent, be equal to the Base Rent being paid monthly to Landlord under this Lease immediately prior to such termination for the first ninety (90) days and thereafter it will be double Base Rent. (prorated on the basis of a three hundred sixty-five (365) day year for each day Tenant remains in possession). If no such notice is served, a tenancy at sufferance shall be deemed to be created at the Rent in the preceding sentence. The provisions of this Section shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any Rent or any other act in apparent affirmance of the tenancy operate as a waiver of the right to terminate this Lease or a breach of any of the terms, covenants, or obligations of Tenant. No holding over by Tenant, whether with or without consent of Landlord shall operate to extend this Lease except as otherwise expressly provided. The preceding provisions of this Section shall not be construed as consent for Tenant to retain possession of the Premises in the absence of written consent thereto by Landlord.

29. SUCCESSORS AND ASSIGNS.

The covenants, provisions, and agreements herein contained shall in every case be binding upon and inure to the benefit of the parties hereto respectively and their respective successors and assigns, as applicable, except that the right of the Tenant to assign Tenant's interest under this Lease is subject to Section 6.

30. RADON GAS.

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

31. PUBLIC ENTITY CRIME ACT.

Landlord is directed to the Florida Public Entity Crime Act, Section 287.133, Florida Statutes, as amended from time to time, and Tenant's requirement that Landlord comply with it in all respects prior to and during the Term of this Lease.

32. ENTIRE AGREEMENT.

This Lease, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the Parties, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the rights of the parties as set forth herein.

33. MISCELLANEOUS.

A. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

B. The terms, provisions, covenants and conditions contained in this Lease shall run with the land and shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective successors and permitted assigns, except as otherwise herein expressly provided. Each party agrees to furnish to the other, promptly upon demand, proof of due authorization evidencing the due authorization of such party to enter into this Lease.

C. Landlord shall have the right to sell the Premises and assign this Lease and prepaid Rent to a purchaser, and upon such assignment Landlord shall be released from all of its obligations under this Lease accruing subsequent to the sale, and Tenant agrees to attorn to such purchaser, or any other successor or assignee of Landlord through foreclosure or deed in lieu of foreclosure or otherwise, and to recognize such person as successor Landlord under this Lease.

D. Landlord shall not be held responsible for delays in the performance of its obligations hereunder when caused by material shortages, weather, acts of God or labor disputes.



E. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Term of this Lease shall survive the expiration or earlier termination of the Term hereof, including without limitation, all payment obligations with respect to Taxes and Insurance and obligations concerning the condition and repair of the Premises. Upon the expiration or earlier termination of the Term hereof, and prior to Tenant vacating the Premises, Tenant shall pay to Landlord any amount reasonably estimated by Landlord as necessary to put the Premises in good condition and repair, reasonable wear and tear excluded. Tenant shall also, prior to vacating the Premises, pay to Landlord the amount, as estimated by Landlord, of Tenant's obligation hereunder for Taxes and Insurance premiums for the year in which the Lease expires or terminates. All such amounts shall be used and held by Landlord for payment of such obligations of Tenant hereunder, with Tenant remaining liable for any additional costs therefore upon demand by Landlord, or with any excess to be returned to Tenant after all such obligations have been determined and satisfied as the case may be.

F. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid, or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

G. All references in this Lease to "the date hereof", the "Effective Date" or similar reference shall be deemed to refer to the last date, in point of time, on which all parties hereto have executed this Lease.

H. If and when included within the term "Landlord," as used in this instrument, there is more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of a notice specifying some individual at some specific address for the receipt of notices and payments to Landlord. If and when included within the term "Tenant," as used in this instrument, there is more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of a notice specifying some individual at some specific address within the continental United States for the receipt of notices and payments to Tenant. All parties included within the terms "Landlord" and "Tenant," respectively shall be bound by notices given in accordance with the provisions of Section 23 hereof to the same effect as if each had received such notice.

I. Tenant agrees that all personal property brought into the Premises by Tenant, its employees, licensees and invitees shall be at the sole risk of Tenant. Landlord shall not be liable for theft thereof or of any money deposited therein or for any damages thereto; such theft or damage being the sole responsibility of Tenant.

*(Remainder of Page Intentionally Left Blank)*

*(Signatures on Following Page)*

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease Agreement the day and year first above written.

**LANDLORD:**

**PARK MEDICAL COMPLEX, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BDG, LLC, a Florida limited liability limited company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BDG 5000 PARK, LLC, a Florida limited liability limited company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TENANT:**

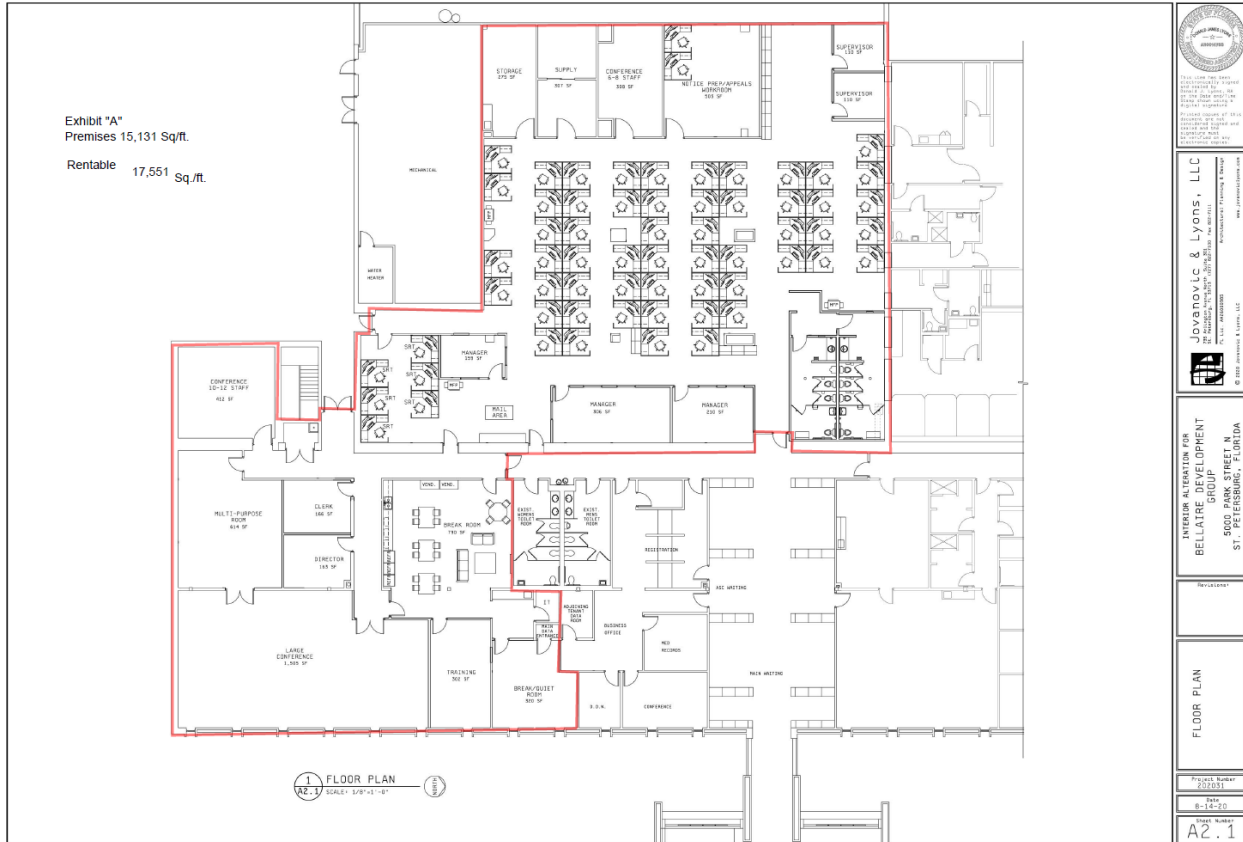
**PINELLAS COUNTY, a political subdivision of  
The State of Florida**

By: \_\_\_\_\_

Barry A. Burton, County Administrator

# EXHIBIT "A"

## FLOOR PLAN



**EXHIBIT "B"**

**LEGAL DESCRIPTION OF THE PROPERTY**

**See Attached**

## **EXHIBIT “C”**

### **OPERATING EXPENSES**

Roof  
Foundation  
Structural elements  
Floors and floor covering  
Exterior and interior walls (bearing or non-bearing)  
Ceiling and ceiling tiles  
Interior and exterior electrical systems  
Lighting and fixtures (including bulb replacement)  
Plumbing systems, including water and sewer  
Electric service, but not electric usage  
Plumbing fixtures  
Interior and exterior doors and locks  
HVAC systems and components  
Security system  
Windows, including replacement  
Landscaping and irrigation systems maintenance  
Sidewalks  
Parking lot and driving aisles  
Exterior painting  
Storm water drainage systems  
Air quality maintenance  
Pest control

## EXHIBIT "D"

### COMMENCEMENT DATE AGREEMENT

**THIS AGREEMENT ("Agreement")** made this \_\_\_ day of \_\_\_\_\_, 2020 by and between **PARK MEDICAL COMPLEX, LLC**, a Florida limited liability company, and **BDG, LLC**, a Florida limited liability company, as joint venture partners under that certain Memorandum of Joint Venture Agreement dated September 2, 2014, recorded at O.R. Book 18747, Page 1382 of the Public Records of Pinellas County, Florida ("Memorandum"), as the owners of "**Parcel 1**", and **BDG 5000 PARK, LLC**, a Florida limited liability company, and **PARK MEDICAL COMPLEX, LLC**, as the owners of "**Parcel 2**" (hereinafter collectively "**Landlord**"), and **PINELLAS COUNTY**, a political subdivision of the State of Florida, (hereinafter "**Tenant**").

#### RECITALS:

A. Landlord and Tenant have entered into that certain Lease dated \_\_\_\_\_, 2020 ("Lease") for the Premises located at 5000 Park Street N., St. Petersburg, Pinellas County, Florida, as further described in the Lease, and

B. Landlord and Tenant now wish to document their agreement as to the commencement and expiration of the Term of the Lease.

#### AGREEMENT:

**NOW, THEREOF**, in consideration of the Premises as described in the Lease and the covenants set forth therein, Landlord and Tenant agree as follows:

1. The Commencement Date of the Lease is \_\_\_\_\_, 2021.
2. The Expiration Date of this Lease is \_\_\_\_\_, 2023.

Tenant shall have the right to extend the Lease up to twelve (12) thirty (30) days extensions under the same terms and conditions of the Lease ("**Extension Periods**"). The Lease shall automatically extend for each of the Extension Periods, unless Tenant provides thirty (30) days' written notice to Landlord prior to the expiration of the then current term, as extended, stating that Tenant elects not to exercise its option to extend the Lease for the next Extension Period, and all remaining Extension Periods, if any, will expire and will no longer be in force or effect.

3. The date payment of Rent commences under the Lease is \_\_\_\_\_, 2020.

Commencing \_\_\_\_\_, 2020 and until the first increase, the monthly charges for are as follows:

Base Rent	<b>\$9,521.46</b>	Additional Rent
	<b>\$8,541.49</b>	

**Total due for \_\_\_\_\_, 2020: \$18,062.95**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as the day and year first above written.

WITNESSES:

**LANDLORD:**

**PARK MEDICAL COMPLEX, LLC**, a Florida limited liability limited company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**BDG, LLC**, a Florida limited liability limited company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**BDG 5000 PARK, LLC**, a Florida limited liability limited company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Approved as to Form  
Office of County Attorney

By: \_\_\_\_\_  
Asst. County Attorney

**TENANT:**

**PINELLAS COUNTY**, a political subdivision of  
The State of Florida

By: \_\_\_\_\_  
Barry A. Burton, County Administrator  
(SEAL)



**EXHIBIT "E"**  
Agreed Upon Form SNDA

**SUBORDINATION, NON-DISTURBANCE,  
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2020, by and among \_\_\_\_\_, a national banking association ("Lender"), whose address is \_\_\_\_\_, and **PARK MEDICAL COMPLEX, LLC**, a Florida limited liability company, and **BDG, LLC**, a Florida limited liability company, as joint venture partners under that certain Memorandum of Joint Venture Agreement dated September 2, 2014, recorded at O.R. Book 18747, Page 1382 of the Public Records of Pinellas County, Florida ("Memorandum"), as the owners of "**Parcel 1**", and **BDG 5000 PARK, LLC**, a Florida limited liability company, and **PARK MEDICAL COMPLEX, LLC**, as the owners of "**Parcel 2**" (hereinafter collectively "**Landlord**"), whose address is c/o Belleair Development, LLC, Attn: Carlos A. Yepes, 6654 78<sup>th</sup> Ave N., Pinellas Park, FL 33781; and **PINELLAS COUNTY**, a political subdivision of the State of Florida (hereinafter "**Tenant**"), whose address is Pinellas County – Real Estate Management, Attn: Real Property Manager, 509 East Avenue South, Clearwater, FL 33756.

**PART A. BACKGROUND AND PURPOSE**

Section 1. **BACKGROUND**. By that certain lease dated \_\_\_\_\_, 2020, with Landlord or Landlord's predecessors in interest (the "Lease"), Tenant leased certain premises located in Pinellas County, Florida, as described in the Lease, which premises are located on that land described in Exhibit "A" attached hereto incorporated herein. Landlord has conveyed, mortgaged and encumbered the land, rents, leases and improvements containing Tenant's premises to Lender by a Mortgage and Security Agreement and other security documents (collectively the "Mortgage") to secure repayment of certain loans from Lender to Landlord and performance of such other obligations as are or may be provided therein. The property encumbered by the Mortgage is herein called the "Property". Landlord's interest in the Lease has been assigned to Lender as additional security for Landlord's obligations under the Mortgage.

Section 2. **PURPOSE**. The parties wish to provide for the subordination of the Lease to the lien of the Mortgage, the non-disturbance of Tenant's possession under the Lease if Lender pursues any remedy provided by the Mortgage, Tenant's attornment to Lender, and certain other matters, all as set forth in this Agreement. Among other things, the mutual covenants contained in this Agreement constitute the consideration for the parties' respective obligations set forth in this Agreement.

**PART B. GENERAL COVENANTS**

Section 3. **SUBORDINATION**. The Lease, including any and all amendments, modifications, replacements, substitutions, extensions, and renewals, and all other right, title, and interest of Tenant in and to the Property whether now existing or hereafter acquired, is hereby and will continuously remain subordinate, subject, and inferior to the lien of the Mortgage.

Section 4. RENTS. Landlord and Tenant jointly and severally agree that the Mortgage provides for the direct payment to Lender of all rents and other monies due and to become due to Landlord under the Lease, upon the occurrence of certain conditions as set forth in the Mortgage, without Lender's taking possession of the Property or otherwise assuming Landlord's position, or any of Landlord's obligations, under the Lease. Upon receipt from Lender of written notice to pay all such rents and other monies to or at the direction of Lender, Landlord authorizes and directs Tenant thereafter to make all such payments to or at the direction of Lender, releases Tenant of any and all liability to Landlord for any and all payments so made, and will defend, indemnify, and hold Tenant harmless of and from any and all claims, demands, losses, or liabilities asserted by, through, or under Landlord (except by Lender) for any and all payments so made. Upon receipt of such notice, Tenant thereafter will pay all monies then due and to become due from Tenant under the Lease to or at the direction of Lender, notwithstanding any provision of the Lease to the contrary. Tenant agrees that neither Lender's demanding or receiving any such payments, nor Lender's exercising any other right, remedy, privilege, power, or immunity granted by the Mortgage, will operate to impose any liability upon Lender for performance of any obligation of Landlord under the Lease unless and until Lender elects otherwise in writing. Such payments will continue until Lender directs Tenant otherwise in writing. The provisions of this Section will apply from time to time throughout the term of the Lease.

Section 5. CURE. If Tenant becomes entitled to terminate the Lease because of any default by Landlord, then Tenant, as a condition precedent to such termination, shall give Lender written notice specifying Landlord's default(s) and Tenant's election to terminate the Lease. Lender then will have the right, but not the obligation, to cure the specified default(s) within a period of twenty (20) days (in the case of a monetary default) or, in the case of a nonmonetary default, thirty (30) days after service of such notice with respect to any default that can be cured within thirty (30) days, or if said default cannot be cured within thirty (30) days, but Lender commences to cure such default within thirty (30) days after service of such notice and diligently proceeds to effect a cure, in such event the Lender shall have a reasonable period of time to cure the default. If Lender within the applicable time period elects not to cure the specified default(s), then, in any such event, Tenant may proceed to terminate the Lease without liability to Lender. If Lender does cure the specified default(s) within the applicable cure period, then the Lease will continue in force and effect notwithstanding Tenant's notice of election to terminate the Lease because of the specified default(s). Neither Lender's undertaking to cure, nor Lender's actual cure, of any and all default(s) pursuant to this Section will operate to impose any liability upon Lender for any obligation of Landlord under the Lease, unless and until Lender elects otherwise in writing. The provisions of this Section also apply to Tenant's exercising any right, whether provided by the Lease or otherwise available at law or in equity, to offset, withhold, or abate rents or otherwise to suspend performance of Tenant's obligations under the Lease, except in connection with any casualty loss, as may be provided in the Lease.

Section 6. NON-DISTURBANCE. Lender will not, in the exercise of any right, remedy, or privilege granted by the Mortgage or otherwise available to Lender at law or in equity, disturb Tenant's possession under the Lease so long as this Lease is in full force and effect. Without limitation of the foregoing, and so long as the foregoing conditions are met, Lender agrees that (i) Tenant will not be named as a party to any foreclosure or other proceeding instituted by Lender; and (ii) any sale or other transfer of the Property, or of Landlord's interest in the Lease, pursuant to foreclosure or any voluntary conveyance or other proceeding in lieu of foreclosure, will be subject and subordinate to Tenant's possession under the Lease; and (iii) the Lease will continue in force and effect according to its original terms, or with such amendments as Lender shall have approved, as provided below.

Section 7. ATTORNMENT. So long as Tenant is notified in writing, Tenant will attorn to Lender, to any receiver or similar official for the Property appointed at the instance and request, or with the consent, of Lender, and to any person who acquires the Property, or the Landlord's interest in the Lease, or both, pursuant to Lender's exercise of any right, remedy, or privilege granted by the Mortgage or otherwise available at law or in equity, or by virtue of a conveyance of the Property by Landlord to a third party. Without limitation, Tenant will attorn to any person or entity that acquires the Property from Landlord or pursuant to foreclosure of the Mortgage, or by any proceeding or voluntary conveyance in lieu of such foreclosure, or from Lender, whether by sale, exchange, or otherwise. Tenant from time to time will execute and deliver at Lender's request all instruments that may be necessary or appropriate to evidence such attornment. Upon any attornment under this Section, the Lease will continue in full force and effect as a direct lease between Tenant and the person or entity to whom Tenant attorns, except that such person or entity will not be: (i) liable for any act, omission, or default of any prior landlord, but this shall not relieve the new landlord of the obligation, as Landlord under the Lease, to cure all defaults still existing on the date the new landlord becomes Landlord under the Lease; or (ii) subject to any offsets, claims, or defenses that Tenant may have against any prior landlord but not if either Lender or the new landlord receives notice from Tenant of such claim of setoff, defense or counterclaim or of the factual basis for such claim, provided Tenant has given written notice to Lender within fifteen days after receipt of a written request from Lender to Tenant to inform Lender of the existence of any claims offset or defenses that Tenant may have against the Landlord under the Lease; or (iii) bound by any amendment to the Lease, to the extent such amendment: (1) reduces the rent or additional rent payable under the Lease; (2) changes the date upon which the Term would otherwise end; (3) more than insignificantly increases Landlord's burdens or expenses under the Lease; or (4) more than insignificantly reduces Tenant's obligations under the Lease; that Tenant may have paid for more than one month in advance to any prior Landlord except to the extent same is required under the terms of this Lease; or (iv) bound by any amendment or modification of the Lease, or waiver of any of its provisions, made without Lender's consent, as provided in the next Section; or (v) liable for any construction obligations of Landlord to Tenant under the Lease.

Section 8. AMENDMENT. Landlord and Tenant agree that the terms of the Lease constitute a material inducement to Lender's entering into and performing this Agreement. Landlord and Tenant accordingly jointly and severally agree that they will not amend or modify the Lease, or waive the benefit of any of its material provisions, or in any way terminate or surrender the Lease except as expressly provided in the Lease, or this Agreement, or both, without Lender's prior written approval, which will not be unreasonably withheld or delayed so long as no such action will adversely affect the security intended to be provided by the Mortgage. The parties also mutually agree that there will be no merger of the Lease without Lender's prior written consent if Tenant acquires any other estate in the premises demised by the Lease. All amendments, modifications, substitutions, renewals, extensions, and replacements of the Lease will be and remain subordinated as provided in Section 3 above without the necessity of any further act of the Parties.

Section 9. ESTOPPEL LETTERS. Whenever reasonably requested by Lender, Landlord and Tenant severally from time to time will execute and deliver to or at the direction of Lender, and without charge, a written certification of all of the following:

(a) That the Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified, and stating the date and nature of each modification);

(b) The date, if any, to which Rent and other sums payable under the Lease have been paid, and the amount of security deposit and prepaid rent, if any;

(c) That no notice has been received by Tenant of any default which has not been cured except as to default specified in such certificate;

(d) That Landlord is not in default under the lease except as to default specified in such certificate, nor is there now any fact or condition which, with notice or lapse of time both, will become a default;

(e) Such other matters as may be reasonably requested by Lender. Any such certificate may be relied upon by any actual or prospective purchaser, mortgagee or beneficiary under any deed or mortgage of the Property or any part thereof.

PART C. MISCELLANEOUS

Section 10. NOTICES. All notices, demands, and other communications that must or may be given or made in connection with this Agreement must be in writing and, unless receipt is expressly required, will be deemed delivered or made when mailed by registered or certified mail, return receipt requested, or by express mail, in any event with sufficient postage affixed, and addressed to the parties as follows:

TO LENDER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

TO LANDLORD:

Park Medical Complex, LLC,  
BDG, LLC and BDG 5000 Park, LLC  
c/o Belleair Development, LLC  
6654 78<sup>th</sup> Ave N.  
Pinellas Park, FL 33781  
Attn: Carlos A. Yepes

WITH COPY TO  
MANAGEMENT COMPANY:

Belleair Development, LLC  
c/o Carlos Yepes  
6654 78<sup>th</sup> Ave N.  
Pinellas Park, FL 33781  
Attn: Christian A. Yepes

TO TENANT:

Pinellas County – Real Estate Management  
Attn: Real Property Manager  
509 East Avenue South  
Clearwater, FL 33756

Such addresses may be changed by notice pursuant to this Section; but notice of change of address is effective only upon receipt. Landlord and Tenant jointly and severally agree that they will furnish Lender with copies of all notices relating to the Lease.

Section 11. CONSENT. Tenant agrees with Lender that, to the extent any provision of the Lease requires Tenant's consent to any act or omission of Landlord, such consent will not be unreasonably withheld or delayed if, as, and when, and for so long as, Lender holds title to, or actual possession of, the Property, or otherwise succeeds to Landlord's interest in the Lease.

Section 12. GENERAL. The provisions of this Agreement bind the respective heirs, successors, and assigns of the parties jointly and severally, and inure to the benefit of the successors and assigns of the Lender. The respective interests of Landlord and Tenant in this Agreement may be assigned or otherwise transferred only in connection with the transfer of their respective interests under the Lease; and, if the Lease imposes any restrictions upon Tenant's transfer, such restrictions are for the benefit of Lender, as well as Landlord. The provisions of this Agreement control anything to the contrary contained in the Lease as to Lender and will bind any and all subtenants of Tenant.

Section 13. GOVERNING LAW. This Agreement was negotiated in Florida, which state the parties agree has a substantial relationship to the parties and to the underlying transaction embodied hereby and in all respects, including without limiting the generality of the foregoing, matters of construction, validity and performance, this Agreement and the obligations arising hereunder shall be governed by and construed in accordance with the substantive, procedural and constitutional laws of the State of Florida and any applicable to contracts made and performed in such state and any applicable law of the United States of America. To the fullest extent permitted by law, Landlord and Tenant hereby unconditionally and irrevocably waive any claim to assert that the law of any other jurisdiction governs this Agreement, the Note, the Mortgage, and the other Loan Documents, and this Agreement, the Note, the Mortgage, and the other Loan Documents shall be governed by and construed in accordance with the substantive, procedural and constitutional laws of the State of Florida.

Section 14. CONSTRUCTION. Wherever used in this Agreement, the term "include" is always without limitation and the terms "must," "will," and "should" have the same effect as the term "shall."

Section 15. LENDER OBLIGATION. In the event of a Landlord default, Lender shall not assume any obligations of Landlord to Tenant with regard to construction obligations or environmental indemnities.

*[Remainder of page intentionally left blank]*

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement the date stated above.

WITNESSES:

**LANDLORD:**

PARK MEDICAL COMPLEX, LLC, a Florida limited liability limited company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

BDG, LLC, a Florida limited liability limited company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

BDG 5000 PARK, LLC, a Florida limited liability limited company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Approved as to Form  
Office of County Attorney

By: \_\_\_\_\_  
Asst. County Attorney

**TENANT:**

**PINELLAS COUNTY**, a political subdivision of  
The State of Florida

By: \_\_\_\_\_  
Barry A. Burton, County Administrator

**LENDER:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

Sworn to and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as Manager of Park Medical Complex, LLC, a Florida limited liability company, \_\_\_\_ who is personally known to me or \_\_\_\_ who produced his Florida driver's license as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
Serial #: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

Sworn to and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as Manager of BDG, LLC and BDG 5000 Park, LLC, each a Florida limited liability company, \_\_\_\_ who is personally known to me or \_\_\_\_ who produced his Florida driver's license as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
Serial #: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF PINELLAS

Sworn to and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of Pinellas County, a political subdivision of the State of Florida, \_\_\_\_ who is personally known to me or \_\_\_\_ who produced his Florida driver's license as identification.

\_\_\_\_\_  
NOTARY PUBLIC

Name: \_\_\_\_\_

Serial #: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a banking association, \_\_\_\_ who is personally known to me or \_\_\_\_ who produced his Florida driver's license as identification.

\_\_\_\_\_  
NOTARY PUBLIC

Name: \_\_\_\_\_

Serial #: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_