

CONTRACT FOR SALE AND PURCHASE

THIS Contract for Sale and Purchase ("Contract") is made effective as of the 12th day of December 2024, between 2500 34th ST, LLC, a Florida limited liability company, whose address is 6654 78th Ave N, Pinellas Park, FL 33781 ("SELLER") and Pinellas County, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756 ("BUYER"). SELLER and BUYER are collectively referred to from time to time herein as the "Parties".

Recitals. SELLER and BUYER heretofore entered into an Exchange Agreement dated February 27, 2018, wherein, among other things, (a) SELLER conveyed certain real property to BUYER described in Attachment "A" attached hereto and fully incorporated herein; (b) SELLER simultaneously reserved a ground lease pursuant to a "Developer's Ground Lease Reservation Agreement With An Option To Purchase" ("Ground Lease"), and simultaneously, SELLER, as Landlord, and BUYER, as Tenant, entered into a Lease With Option To Purchase ("2500 Building Lease"); and

Pursuant to the 2500 Building Lease, SELLER constructed a 40,000 square foot building which BUYER now occupies (the "Building"). The 2500 Building Lease contains an option to purchase the Facility in favor of BUYER, and BUYER has notified SELLER that it is exercising the Option; and

The parties have entered into this Agreement to affirm the terms of the exercise of the Option and the proposed instruments to be executed and delivered on the Closing Date; and

Now, therefore, in consideration of the foregoing and other good and valuable consideration, the Parties agree as follows:

1. Description of the Building. In consideration of the payment hereinafter agreed to be paid by the BUYER to the SELLER, and in consideration of the covenants of the respective parties hereto, the SELLER does hereby agree to sell and the BUYER does hereby agree to buy the Building and all improvements and appurtenances as more fully described in the description contained in Attachment "B", which is attached hereto and fully incorporated herein.

2. Option Purchase Price. BUYER agrees to purchase the Building and the SELLER agrees to sell the same for Ten Million One Hundred Seventy Seven Thousand Sixty Two Dollars and 92/100 (\$10,177,062.92), subject to adjustment and proration upon closing as hereinafter provided, payable by certified funds or wire transfer funds at Closing.

3. Effective Date. The effective date of this Contract will be the date when the contract is approved and executed by both parties ("Effective Date").

4. Closing Date. This transaction shall be closed on or before thirty (30) days after the expiration of the Due Diligence Period as specified in Article 3 of this Contract ("Closing Date") unless extended by mutual written agreement of the Parties. In the event BUYER is not

able to close on the Facility for any reason within this thirty (30) day period, BUYER may make a written request to have the Closing Date deferred for an additional forty-five (45) days. Such a request will be granted upon the sole and reasonable discretion of the SELLER.

5. Due Diligence/Inspection. BUYER shall have the right to enter the Building at any time from the Effective Date to the Closing Date with its independent contractors, employees, engineers, and/or other personnel. Within five (5) days of the Effective Date of this Contract, and prior to closing ("Due Diligence Period"), BUYER will inspect and conduct testing upon the Building to determine whether the Building is acceptable to BUYER. BUYER shall repair any damage to the Building caused by BUYER or its agents as a result of such inspections. Neither this provision, nor any other provision in this Contract, shall be construed as a waiver of BUYER's sovereign immunity pursuant to Florida Statutes § 768.28.

6. Place of Closing. Closing shall be held at a mutually agreeable date and time, at the Pinellas County's Real Property Division location at 509 East Avenue South, Clearwater, Florida 33756, or other location within Pinellas County as designated by the BUYER.

7. Closing Documents. All closing documents enumerated in this Article will be available to the Parties for review ten (10) days prior to closing. At Closing, the Parties shall execute and deliver the following documents:

- a. Closing Statement in the form acceptable to both parties.
- b. Seller's Affidavit against liens in the form attached as Attachment "C".
- c. Termination of the Ground Lease in the form attached hereto and fully incorporated herein as Attachment "D".
- d. Termination of the 2500 Building Lease in the form attached hereto and fully incorporated herein as Attachment "E".
- e. Bill of Sale and Assignment conveying all right, title and interest of SELLER in the Building and other improvements constructed by SELLER under the 2500 Building Lease, including any manufacturer's or supplier's surviving warranties, in the form attached hereto and fully incorporated herein as Attachment "F".
- f. Termination of the two (2) Memorandums of Lease recorded at Instruments #2018161598 and #2018161599 in the forms attached as Attachment G-1 and Attachment G-2.
- g. Affidavit of Beneficial Interests pursuant to Fla. Stat. Section 286.23.
- h. Such other documents and instruments as may be reasonably necessary to complete the transactions set forth in this Agreement.

8. Prorations; Post Closing Expenses. At Closing all rent and expenses under the 2500 Building Lease will be prorated through the day prior to the Closing Date. At Closing, BUYER shall be credited for any prepaid rent. Any premiums refunded to SELLER upon termination of current insurance policy(ies) which originally were paid by BUYER, shall be paid to BUYER within fifteen (15) days of receipt. Any outstanding invoices for Operating Expenses which have not been paid by BUYER at Closing will be reimbursed to SELLER at cost pursuant to the 2500 Building Lease.

9. Taxes, Fees, Assessments, Closing Costs. BUYER shall only be responsible for the payment of taxes, fees, and special assessments due on the Building from the Closing Date and subsequent years thereafter. Any outstanding taxes for prior years and pro-rated taxes for the current year in which this Contract is made shall be paid by the SELLER, by separate check at closing to "Pinellas County Tax Collector." Documentary stamp taxes at closing will be paid by the SELLER, together with the cost of recording any corrective instruments, as BUYER is exempt from paying State documentary stamps taxes pursuant to Florida Statutes §201.02. Values for recording purposes shall be the Purchase Price set out herein. Remaining closing costs shall be paid by SELLER.

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

11. Title Opinion. Fifteen (15) days prior to the Closing Date, SELLER shall deliver an Opinion of Title from SELLER's Counsel, a member of the Florida Bar in good standing, that title to the Building, as improved by SELLER, is vested in the BUYER without liens or other encumbrances except as shown on BUYER's First American Title Insurance Company Owner's Title Insurance Policy Number 5011412-0542019e, dated May 21, 2018, and any encumbrances placed upon the Property by BUYER. SELLER shall indemnify BUYER for any lien for which SELLER is responsible under the 2500 Building Lease that may be recorded after Closing.

12. Time. Any reference herein to time periods of less than seven (7) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.

13. Successors and Assigns. The covenants, provisions and agreements herein contained shall in every case be binding on and inure to the benefit of the parties hereto respectively, and their respective heirs, executors, administrators, successors and assigns, except that the right of parties to assign their interest under this Agreement, is and shall be subject to the written consent of the other party as hereinabove provided, which provision it is not intended to be waived, qualified, or altered in any manner whatsoever by this clause or any other clause herein referring to assigns.

14. Liens. Each party shall furnish to the other party at time of closing an affidavit attesting to the absence of any claims of lien or potential lienors known to each party and further attesting that there have been no improvements or repairs to the respective properties of each party for ninety (90) days immediately preceding date of closing which have not been paid.

15. Default. If, for any reason, SELLER fails, neglects, or refuses to perform its obligations under this Agreement, BUYER may terminate this Agreement, rendering it null and void, and the Parties will be relieved of any and all further obligations and liabilities to each other under this Agreement. If, for any reason, BUYER fails, neglects, or refuses to perform its obligations under this Agreement, SELLER terminate this Agreement, rendering it null and void, and the Parties will be relieved of any and all further obligations and liabilities to each other under this Agreement.. Notwithstanding the foregoing, a party shall not be in default until thirty (30) days after receipt written notice of an alleged default by the other party, and the party in receipt of such notice has failed to cure said alleged default within said thirty (30) day period.

16. Right to Cancel. BUYER, in its reasonable discretion, may cancel this Contract at any time within the Due Diligence Period, based upon the findings of any and all inspections, reports, tests and the results thereof, and/or other such information to the extent that the same indicate an issue with or condition of the Building that has or could reasonably be expected to have a material adverse impact on the Building, or BUYER's interest therein. If BUYER determines that the Building is not acceptable, BUYER shall notify the SELLER in writing of its intent to cancel the Contract on or before the expiration date of the due diligence period. Notice shall be given in accordance with Article 23 herein.

17. Broker. SELLER warrants and represents to BUYER that it has not engaged a real estate broker with respect to the Property which is the subject of this Agreement. BUYER represents to SELLER that it has not engaged a real estate broker with respect to the Property which is the subject of this Agreement.

18. Foreign Investment In Real Property Tax Act (FIRPTA). SELLER shall comply with the provisions of FIRPTA and applicable regulations.

19. Agreement Not Recordable. Neither this Agreement nor any notice thereof shall be recorded in the Public Records of any state, county or local municipality.

20. Disclosure Of Beneficial Interests. Title to the leasehold interests in the Property is held by 2500 34th ST, LLC, a Florida limited liability company. SELLER shall, upon execution and delivery of this Agreement, comply with Florida Statutes Section 286.23 (unless exempt under Florida Law), and simultaneous with the delivery of this Agreement, deliver to BUYER an affidavit, made under oath and subject to the penalties prescribed for perjury, stating the name and address of the affiant and the name and address of every person having a beneficial interest in the Property, however small or minimal.

21. Other Agreements; Construction Of This Agreement. No prior or present agreements or representations shall be binding upon either party unless included or referenced in this Agreement. No modification or change in this Agreement shall be valid or binding upon the

parties unless in writing and executed by the party or parties to be bound thereby. Typewritten or handwritten provisions inserted herein or attached hereto as addenda shall control all printed provisions of this Agreement in conflict therewith. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

22. Relationship Of The Parties. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or a partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computation of exchange value, nor any other provision contained herein, nor any acts of the parties herein shall be deemed to create any relationship between the parties hereto other than the relationship contained in this Agreement.

23. Severability. The invalidity, illegality, or unenforceability of any provision of this Contract shall in no way affect the validity of any other provision of this Contract, and the Contract shall be amended only to the extent necessary to bring it within the requirements of the law.

24. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation, shall be in Pinellas County, Florida, or the nearest location having jurisdiction.

25. Waiver. The waiver or failure to enforce any provision of this Contract shall not operate as a waiver of any future breach of such provision or any other provision hereof. No waiver shall be binding unless executed in writing by the party making the waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Contract by the other party shall not be deemed a waiver of said term, covenant, or condition.

26. Confidentiality. With the exception of disclosures required pursuant to Florida's Public Records Act, the Contract and the terms of the proposed transaction will be kept confidential to the extent permitted by law.

27. Entire Agreement. This Contract as hereinabove set forth, 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 performance or the rights of the Parties as hereinbefore stated.

28. Notice. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be in writing and shall be deemed to have been properly given and received when delivered in fact to the other proper party or when deposited if sent by United States mail, with adequate postage prepaid and sent by registered or certified mail with return receipt requested, or by air express mail, such as Federal Express, whether accepted or refused, to the address set out below or at such other address as is specified by written notice so given in accordance herewith. Notices may also be given by electronic transmission and shall be deemed

to have been given and received on the date of such transmission. All notices and requests required or authorized hereunder shall be delivered as aforesaid to the representative Parties as follows:

As to BUYER:

Pinellas County Real Estate Division
Attn: Real Property Manager
509 East Avenue South
Clearwater, FL 33756
Telephone: (727) 464-3496
Fax: (727) 464-5251

As to SELLER:

Christian Yepes
6654 78th Ave N
Pinellas Park, FL 33781

[signatures continue on following page(s)]

[Signature Page To Agreement Re: Exercise Of Purchase Option]

WHEREFORE, the parties hereto have executed this Agreement effective as of the day and year first above written.

Witness 1:

Jo Alejandra Lugo
Signature
Jo Alejandra Lugo 315 Court street
Print Name & Address Clearwater, FL
33756

PINELLAS COUNTY, FLORIDA

By: *Barry Burton*
Barry Burton, County Administrator

Witness 2:

Jandra L. Shields
Signature
Jandra L. Shields
Print Name & Address
315 Court Street
Clearwater, FL 33756

[Signature Page To Agreement Re: Exercise Of Purchase Option]

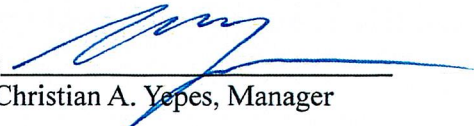
Witness 1:



Signature

Reid Yoder
Print Name 6654 78th AVE N
PINELLAS PARK, FL 33781

2500 34TH ST, LLC, a Florida
limited liability company

By: 

Christian A. Yepes, Manager

Witness 2:



Signature

RACHEL MORGAN
Print Name 6654 78th AVE N
PINELLAS PARK, FL 33781

ATTACHMENT A

This instrument prepared by
and return to:

Preston O. Cockey, Jr., Esquire
Preston O. Cockey, Jr., P.A.
110 E. Madison Street
Suite 204
Tampa, Florida 33602

WARRANTY DEED

THIS WARRANTY DEED made this 17 day of MAY, 2018 between **2500 34th ST, LLC**, a Florida limited liability company, whose mailing address is 6654 78th Avenue North, Pinellas Park, Florida 33781 ("Grantor"), party of the first part, and **PINELLAS COUNTY, FLORIDA**, a political subdivision, Attn: Real Property Division, 509 East Avenue South, Clearwater, FL 33756 ("Grantee"), party of the second part.

That Grantor, the party of the first part, for and in good and valuable consideration of the exchange of the property located at 1800 66th Street North, St. Petersburg, Florida 33710, has granted, bargained, sold and exchanged with Grantee, the party of the second part, its successors and assigns forever, the following described land lying in and being in Pinellas County, Florida.

Legal description of real estate located in Pinellas County, Florida:

See Exhibit "A"

together with all development rights, easements and riparian and littoral rights, hereinafter referred to as the "Property"

Parcel Number: 10/31/16/82161/001/0010

Subject to Easements and Restrictions of record

In addition to the existing easements and restrictions of record, this conveyance shall also be subject to Grantor's reservation of a leasehold interest in the favor of Grantor for an initial term, according to the terms and conditions of that separate leasehold reservation agreement executed contemporaneously herewith.

IN WITNESS WHEREOF, Grantor, the party of the first part, has caused these presents to be executed in its name, the day and year aforesaid.

[Signature on following page]

Witnesses:

2500 34th St, LLC, a Florida limited liability company

Luz E Plaza
Print Name: LUZ E PLAZA

Dorlene Freels
Print Name: Dorlene Freels

By: Carlos A. Yepes, Manager

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 7th day of MAY, 2018, by Carlos A. Yepes, as Manager of 2500 34th St, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me.

Mary K. Kuzbyt
NOTARY PUBLIC
Print Name: MARY K. KUZBYT

(Affix Seal)



EXHIBIT "A"

The land referred to herein below is situated in the County of Pinellas, State of Florida, and is described as follows:

Parcel 1:

The South 200 feet of the North 600 feet of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 10, Township 31 South, Range 16 East, less the East 50 feet thereof and the West 30 feet thereof for street purposes, Pinellas County, Florida.

ALSO BEING DESCRIBED as Lot 1, Block 1 of SIRMONS ESTATES CHRYSLER ADDITION, according to the plat thereof as recorded in Plat Book 67, Page 68, of the public records of Pinellas County, Florida.

And The North 400 feet of the East 1/2 of the Southeast 1/4 of Southeast 1/4 of Section 10, Township 31 South, Range 16 East, less the East 50 feet thereof and the West 30 feet thereof for street purposes, Pinellas County, Florida.

Said tract also being described as follows:

The North 600 feet of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 10, Township 31 South, Range 16 East, less the East 50 feet thereof and the West 30 feet thereof for street purposes.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

Commencing at the Southeast corner of the aforementioned tract, same being the Southeast corner of said Lot 1, Block 1 of SIRMONS ESTATES CHRYSLER ADDITION, according to the plat thereof as recorded in Plat Book 67, Page 68, of the public records of Pinellas County, Florida; thence along the East line of said tract, same being the West right-of-way line of US Highway 19 N00°08'16"E, a distance of 258.36 feet to the POINT OF BEGINNING; thence N89°51'39"W, a distance of 114.73 feet to the point of curvature with a tangent circular curve concave to the North; thence along the arc of the said curve, having a radius of 85.00 feet, an arc distance of 38.65 feet, a central angle of 26°03'14", the chord for which bears N76°50'02"W, a chord distance of 38.32 feet to the point of tangency; thence N63°48'26"W, a distance of 76.80 feet to the point of curvature with a tangent circular curve concave to the South; thence along the arc of the said curve having a radius of 100.00 feet, an arc distance of 45.47 feet, a central angle of 26°03'14", the chord for which bears N76°50'02"W, a chord distance of 45.08 feet to the point of tangency; thence N89°51'39"W, a distance of 318.70 feet to the West line of said tract; thence along said line N00°07'11"E, a distance of 287.66 feet to the North line of said tract; thence along said line S89°59'35"E, a distance of 583.77 feet to the East line of said tract; thence along said line, same being the West right-of-way line of US Highway 19, S00°08'16"W, a distance of 341.54 feet to the POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND ALSO BE DESCRIBED AS FOLLOWS:

BEGINNING at the Southeast corner of the aforementioned tract, same being the Southeast corner of said Lot 1, Block 1, of SIRMONS ESTATES CHRYSLER ADDITION, according to the plat thereof as recorded in Plat Book 67, Page 68, of the public records of Pinellas County, Florida; thence along the

South boundary of said tract, same being the South line of said Lot 1, S89°59'49"W, a distance of 583.58 feet to the West line of said tract; thence N00°07'11"E along said line, a distance of 312.34 feet; thence S89°51'39"E, a distance of 318.70 feet to the point of curvature with a tangent circular curve concave to the South; thence along the arc of the said curve, having a radius of 100.00 feet, an arc distance of 45.47 feet, a central angle of 26°03'14", the chord for which bears S76°50'02"E, a chord distance of 45.08 feet to the point of tangency; thence S63°48'26"E, a distance of 76.80 feet to the point of curvature with a tangent circular curve concave to the North; thence along the arc of the said curve, having a radius of 85.00 feet, an arc distance of 38.65 feet, a central angle of 26°03'14", the chord for which bears S76°50'02"E, a chord distance of 38.32 feet to the point of tangency; thence S89°51'39"E, a distance of 114.73 feet to the East line of said tract, same being the West right-of-way line of US Highway 19; thence along said line, S00°08'16"W, a distance of 258.36 feet to the POINT OF BEGINNING.

PARCEL 2:

TOGETHER WITH those certain easement(s) as set forth in Reciprocal Ingress/Egress Easement and Exclusive Parking Agreement recorded in Official Records Book 19274, Page 648, of the public records of Pinellas County, Florida.

PARCEL 3:

TOGETHER WITH those certain easement(s) as set forth in that certain Declaration of Easements and Covenants recorded in Official Records Book 19274, Page 880; as amended by First Amendment thereto recorded in Official Records Book 19899, Page 1292, of the public records of Pinellas County, Florida.

ATTACHMENT B

County Owned Parcel number: 10-31-16-82161-001-0010

County Owned Parcel Legal Description: SIRMONS ESTATES CHRYSLER ADD BLK 1, LOT 1 TOGETHER WITH PART OF SE 1/4 OF SEC 10-31-16 ALL DESC AS BEG SE COR OF SD LOT 1 TH S89D59'49"W 583.58FT TH N00D07'11"E 312.34FT TH S89D51'39"E 318.7FT TH CUR RT RAD 100FT ARC 45.47FT CB S76D50'02"E 45.08FT TH S63D48'26"E 76.8FT TH CUR LT RAD 85FT ARC 38.65FT CB S76D50'02"E 38.32FT TH S89D51'39"E 114.73FT TH S00D08'16"W 258.36FT TO POB

Subject Building and Appurtenances: Outlined in Red, as situated on the County owned parcel outlined in Turquoise and described above.



ATTACHMENT "C"

2500 AFFIDAVIT

STATE OF FLORIDA

COUNTY OF PINELLAS

Before me, the undersigned authority, personally appeared Christian A. Yepes ("Affiant"), who, being first duly sworn, says:

1. That Affiant is a Manager of 2500-34Th ST, LLC, a Florida limited liability company ("2500"), and is authorized to make this Affidavit on 2500's behalf.

2. That 2500 is the "Developer" under that certain "Developer's Ground Lease Reservation Agreement With An Option To Purchase" between 2500 and Pinellas County (the "County") and is the "Landlord" under that certain "Lease With Option to Purchase" between 2500 and the County (collectively "the Leases"). Both Leases affect the real property (the "Property") which is more particularly described on Exhibit "A" hereto

3. That since the effective date of those Leases, being the same date County acquired fee title to the Property, there have been no documents recorded in the Public Records of the County by or at the direction of 2500, other than those documents related to the Iberia Bank Loan to 2500 which is being satisfied in connection with the transaction for which this Affidavit is given. The foregoing excludes documents requested of 2500 by third parties and executed by County as part of the development and construction of the Building and Improvements for the County under the Leases.

4. That there are no mechanics', materialmen's' or laborers' liens against the Property, or any part thereof, which liens would have been created or incurred by virtue of an obligation of 2500, and that no contractor, subcontractor, laborer, materialman, architect, engineer or surveyor has any lien or right to lien against the Property, or any part thereof, by virtue of any unpaid obligation created or incurred by 2500.

5. That there are no claims, demands, contract rights, liens or judgments outstanding against the Property by virtue of any obligation of 2500, and that 2500 is not indebted to anyone for the Property except Iberia Bank, whose lien will be released simultaneously with the closing of the transaction for which this Affidavit is given.

6. That to the best of Affiant's knowledge there are no easements or claims of easements on the Property not shown in the Public Records of the County.

7. That to the best of Affiant's knowledge there are no outstanding rights or claims of any parties in possession not shown on the Public Records of the County except the County.

8. That this Affidavit is given to induce County to close the purchase of 2500's interest in the improvements on the Property pursuant to its exercise of its Option to Purchase in the "Lease With Option to Purchase".

9. That Section 1445 of the Internal Revenue Code of 1954, as amended (“Code”), provides that a transferee of a United States real property interest (as defined in Section 897(c) of the Code) must withhold a tax equal to ten percent (10%) of the amount realized on the transfer if the transferor is a foreign person as defined in the Code. For U.S. tax purposes (including Section 1445) the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by 2500, the undersigned hereby certifies the following to the transferee of title to the Property, the title agent and the closing agent on behalf of 2500:

(a) That 2500 is the owner of such a United States real property interest described above.

(b) That Owner is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Internal Revenue Code and Income Tax Regulations promulgated thereunder);

(c) That Owner is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii);

(d) That Owner’s United States taxpayer identification number is 47-5256078.

(e) That Owner’s primary address is 6654 – 78th Avenue N., Pinellas Park, FL 33781.

(f) That this Affidavit and/or the contents hereof may be disclosed to the Internal Revenue Service by the transferee.

Christian A. Yepes

Sworn to and subscribed before me by means of ☐ physical presence or ☐ on-line notarization, this ___ day of _____, 2024, by Christian A. Yepes, who ☐ is personally known to me or ☐ has produced his Florida Driver’s License as identification.

(Affix Notary Seal)

NOTARY PUBLIC

Print Name: _____

ATTACHMENT D

**TERMINATION OF DEVELOPER'S GROUND LEASE
RESERVATION AGREEMENT
WITH AN OPTION TO PURCHASE**

The undersigned, **PINELLAS COUNTY**, a political subdivision of the State of Florida ("County"), and **2500 34th ST, LLC**, a Florida limited liability company ("2500"), by their execution hereof, acknowledge that the "Developer's Ground Lease Reservation Agreement With An Option To Purchase" between them dated effective February 27, 2018, is terminated and extinguished effective as of _____, 2024.

PINELLAS COUNTY, FLORIDA

By: _____
Barry Burton, County Administrator

2500 34TH ST, LLC, a Florida
limited liability company

By: _____
Chistian A. Yepes, Manager

ATTACHMENT E

**TERMINATION OF LEASE
WITH OPTION TO PURCHASE**

The undersigned, **PINELLAS COUNTY**, a political subdivision of the State of Florida (“County”), and **2500 34th ST, LLC**, a Florida limited liability company (“2500”), by their execution hereof, acknowledge that the “Lease With Option To Purchase” between them dated effective February 27, 2018, is terminated and extinguished effective as of _____, 2024.

PINELLAS COUNTY, FLORIDA

By: _____
Barry Burton, County Administrator

2500 34TH ST, LLC, a Florida
limited liability company

By: _____
Chistian A. Yepes, Manager

ATTACHMENT F

BILL OF SALE AND ASSIGNMENT

The undersigned, **2500 34th ST, LLC**, a Florida limited liability company, as Landlord, under that certain "Lease With Option To Purchase" with **PINELLAS COUNTY**, a political subdivision of the State of Florida, as Tenant, sells, conveys, assigns and sets over to **Pinellas County** all of its right, title and interest in the building, all permanent improvements, fixtures, machinery and equipment, and all other related improvements to the real property described on Exhibit A, including all currently surviving warranties and guaranties, if any, it being the intention of the undersigned to retain no interest whatsoever in any part of the real property or improvements thereon or therein.

Wherefore the undersigned has executed this Bill Of Sale And Assignment effective as of the ____ day of _____, 2024.

2500 34TH ST, LLC, a Florida
limited liability company

By: _____
Christian A. Yepes, Manager

ATTACHMENT G-1

Prepared by:

Preston O. Cockey, Jr.
Preston O. Cockey, Jr., P.A.
110 E. Madison Street, Suite 204
Tampa, Florida 33602

**TERMINATION OF MEMORANDUM OF LEASE
WITH OPTION TO PURCHASE**

The undersigned, **PINELLAS COUNTY**, a political subdivision of the State of Florida ("County"), and **2500 34th ST, LLC**, a Florida limited liability company ("2500"), parties to that the certain Memorandum of Lease With Option To Purchase ("Memorandum"), recorded May 21, 2018, at Instrument No. 2018161598, declare that the Lease referenced in the Memorandum has been terminated and direct the Clerk of Circuit Court to extinguish the Memorandum of record.

WITNESSES:

Print Name: _____

Address: _____

Print Name: _____

Address: _____

COUNTY:

By: _____

Print Name: Barry Burton

Title: County Administrator

Date: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ on-line notarization, this ____ day of _____, 2024 by _____, as _____ for Pinellas County. He/She ☐ is personally known to me or ☐ has produced his/her Florida driver's license as identification.

(Affix Seal)

Notary Public _____

Print Name: _____

Notary Public, State of Florida

[signature page to Termination Of Memorandum Of Lease With Option To Purchase]

Witnesses:

2500 34TH ST, LLC, a Florida
limited liability company

Print Name

By: _____
Christian A. Yepes, Manager

Address: _____

Witness 2:

Print Name

Address: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ on-line notarization, this ____ day of May, 2024 by Christian A. Yepes, as a Manager of 2500-34th ST, LLC, a Florida limited liability company, on behalf of the company. He ☐ is personally known to me or ☐ has produced his Florida driver's license as identification.

(Affix Seal)

NOTARY PUBLIC
Print Name: _____

ATTACHMENT G-2

Prepared by:

Preston O. Cockey, Jr.
Preston O. Cockey, Jr., P.A.
110 E. Madison Street, Suite 204
Tampa, Florida 33602

**TERMINATION OF MEMORANDUM OF DEVELOPER'S
GROUND LEASE RESERVATION AGREEMENT
WITH AN OPTION TO PURCHASE**

The undersigned, **PINELLAS COUNTY**, a political subdivision of the State of Florida ("County"), and **2500 34th ST, LLC**, a Florida limited liability company ("2500"), parties to that the certain Memorandum Of Developer's Ground Lease Reservation Agreement With An Option To Purchase ("Memorandum"), recorded May 21, 2018, at Instrument No. 2018161599, declare that the Lease referenced in the Memorandum has been terminated and direct the Clerk of Circuit Court to extinguish the Memorandum of record.

WITNESSES:

Print Name: _____

Address: _____

Print Name: _____

Address: _____

COUNTY:

By: _____

Print Name: Barry Burton

Title: County Administrator

Date: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ on-line notarization, this ____ day of _____, 2024 by _____, as _____ for Pinellas County. He/She ☐ is personally known to me or ☐ has produced his/her Florida driver's license as identification.

Notary Public _____

(Affix Seal)

Print Name: _____

Notary Public, State of Florida

[signature page to Termination Of Memorandum Of Developer's
Ground Lease Reservation Agreement With An Option To Purchase]

WITNESSES:

2500 34TH ST, LLC, a Florida
limited liability company

Signature

Print Name

Address: _____

By: _____
Christian A. Yepes, Manager

Signature

Print Name

Address: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ on-line notarization, this ____ day of May, 2024 by Christian A. Yepes, as a Manager of 2500-34th ST, LLC, a Florida limited liability company, on behalf of the company. He ☐ is personally known to me or ☐ has produced his Florida driver's license as identification.

NOTARY PUBLIC
Print Name: _____

(Affix Seal)