




January 17, 2012

MEMORANDUM

TO: District Board of Trustees
FROM: Jim Murdaugh, President 
SUBJECT: Wakulla Center Relocation

Item Description

The existing Wakulla Center location at 5 Crescent Way in Crawfordville does not adequately support the College's programs in Wakulla County. TCC staff has identified a superior facility that will better reflect TCC's value and provide expanded space for TCC programs.

Overview and Background

The College has negotiated a proposed agreement with Centennial Bank to lease approximately 10,000 square feet of unused office area that is redundant to the bank since they are now headquartered elsewhere. The building is located at 2932 Crawfordville Highway, and has a separate entrance and parking that may be used by the College.

The lease rate is graduated so that it will be \$35,000 in the first year, \$65,000 in the second year, and \$110,000 in the third through fifth years. The agreement is structured as a modified gross lease, in which TCC is responsible for electrical utilities and interior upkeep of the space, and the landlord is responsible for the paving and grounds, exterior maintenance, and maintenance of the existing building systems.

Past Actions by the Board

The Board previously authorized the President to negotiate a lease agreement for the existing Wakulla Center facility at the July 8, 2004 Board of Trustees meeting.

Funding/Financial Implications

The annual lease payments will be funded from TCC's operating budget. The landlord is responsible for constructing the new demising wall and electrical submeter; additional interior improvements will be constructed by TCC using local funds.

Staff Resource

Teresa Smith

Recommended Action

Approve the proposed lease agreement with Centennial Bank to allow TCC to expand its programs in Wakulla County.

COMMERCIAL L E A S E

THIS LEASE made and entered into this _____ of _____, 2012 between Centennial Bank, an Arkansas banking corporation (“Landlord”) and the person identified below as the Tenant (the “Tenant”).

WITNESSETH:

1. Basic Lease Terms and Definitions:

1.1. Basic Terms: For the convenience of the parties, certain basic terms of this Lease are set forth in this Article 1.1. To the extent that the terms of this Article 1.1 differ from the other terms and conditions of this Lease, the other terms and conditions of this Lease shall control.

1.1.1. Landlord's Address: Centennial Bank
2932 Crawfordville Highway
Crawfordville, Florida 32327
Telephone: (850) _____
Facsimile: (850) _____

1.1.2. Tenant name and address: Tallahassee Community College
444 Appleyard Drive
Tallahassee, Florida 32304-2895

Attn: Teresa E. Smith
Vice President for Administrative Services & CFO

Address after Rent Commencement Date:

Same as above _____

Telephone: (850) 201-8590
Facsimile: (850) _____

1.1.3. Rentable Area of the Demised Premises: Approximately 10,000 square feet (using BOMA Standard calculation methods and subject to measurement in accordance with Article 2.5 below).

1.1.4. Demised Premises: the premises known as “Building C” of the Centennial Bank Building comprising the Usable Area of the Demised Premises, as further shown on the annexed plan marked Exhibit "A", together with the non-exclusive right to use the Common Areas.

1.1.5. Lease Term: Beginning on the 1st day of January, 2012, and ending at midnight on the calendar day on December 31, 2016 which is **five (5)** years after the date of this lease. The Lease Term is subject to renewal as provided in Rider 101 hereof.

1.1.6. Base Rent: Base Rent shall be the per annum amount equal to thirty-five thousand dollars (\$35,000.00), payable in equal monthly installments of \$2,916.67 for the first year, and shall thereafter be subject to annual adjustment as follows:
Year 2: the per annum amount equal to sixty-five thousand dollars (\$65,000.00), payable in equal monthly installments of \$5,416.66; and
Years 3-5: the per annum amount equal to one hundred ten thousand dollars (\$110,000.00), payable in equal monthly installments of \$9,166.67.

1.1.7. Security Deposit: The sum of \$ 0.00, subject to the provisions of Article 29.

1.1.8. Base Tax Year: Calendar year 2012

1.2. Definitions: For the purpose of this Lease, and in addition to the terms defined elsewhere in this Lease, the following terms shall have the meanings ascribed to them in this Article 1.2:

Affiliate of Tenant: Any corporation, limited liability company or partnership or other entity which shall control Tenant, which is more than fifty percent (50%) owned by Tenant, which is controlled by Tenant or which is under the common control with Tenant (the term "control" for these purposes shall mean the ability through the ownership of shares or member or partnership interests, as the case may be, to elect a majority of the directors of a corporation or to make management decisions on behalf of, or to independently select the managing member or managing partner of, a limited liability company or partnership).

BOMA Standard: Means the American National Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-1996 published by the Building Owners and Managers Association International.

Building: That certain office building located at 2932 Crawfordville Highway, Crawfordville, Florida, 32327.

Building Parking Facilities: Means those certain parking facilities located adjacent to the Building, as such parking facilities may be modified or expanded from time to time.

Building Standard: Means the standard of material, finishes and workmanship consistent with the requirements of this Lease and established from time to time by Landlord for the Building.

Business Day: Means each day from Monday through Friday, exclusive of Holidays.

Common Areas: Means and includes all public plaza areas and walkways now or hereafter located within the Centennial Bank property, all utility lines, pipes, wires, cables and other utility facilities now or hereafter located within and serving the Centennial Bank property or otherwise exclusively serving the Centennial Bank property (except such utility facilities serving specific tenants), or other means of access to the Building and the parking areas, and any other portions of the Building that Landlord shall from time to time designate as part of the Common Areas for the general use of all of the occupants of the Building. Landlord reserves the right at any time and from time to time to make or permit changes and revisions to the portion of the Common Areas and/or the Building which do not materially, adversely affect Tenant's use and occupancy of the Demised Premises.

Environmental Law: Any federal, state or local law, ordinance, rule, regulation, requirement, guideline, code, resolution, order or decree (including consent decrees and administrative orders) from time to time in effect which regulates the use, generation, handling, storage, treatment, transportation, decontamination, clean-up, removal, encapsulation, enclosure, abatement or disposal of any Hazardous Substances, including the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, et seq. ("CERCLA"), the Toxic Substance Control Act, 15 U.S.C. Sections 2601, et seq., the Clean Water Act, 33 U.S.C. Sections 1251 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1802, their state analogs, and any other federal, state or local statute, law, ordinance, resolution, code rule, regulation, order or

decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substances.

Event of Default: Is defined in Article 14 hereof.

Floor Plans: The floor plans for the Demised Premises attached hereto as Exhibit "A".

Floor Ready Condition Date: Is defined in the Work Letter attached hereto as Exhibit "B".

Governmental Authority: Means a federal, state or municipal government or authority, or any political subdivision of any of them or any agency exercising governmental authority.

Hazardous Substances: Any flammable, explosive, radioactive or reactive materials, any asbestos (whether friable or non-friable), any pollutants, contaminants or other hazardous, dangerous or toxic chemicals, materials or substances, any petroleum products or substances or compounds containing petroleum products, including gasoline, diesel fuel and oil, any polychlorinated biphenyls or substances or compounds containing polychlorinated biphenyls, and any other material or substance defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic materials," "contamination," and/or "pollution" within the meaning of any Environmental Law.

Holidays: Means New Year's Day, Martin Luther King Jr.'s Birthday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day [and any other holiday on which the main office of Centennial Bank is closed for business].

Law or Laws: means all federal, state, and local laws, ordinances, rules and regulations, all court orders, governmental directives, and governmental orders, (including but not limited to all Environmental Law) and all restrictive covenants affecting the Project.

Lease Year: Means the period commencing on the Rent Commencement Date and ending on the last day of the month in which the first (1st) anniversary of the Rent Commencement Date occurs, and each successive twelve (12) month period thereafter during the Lease Term.

Mortgage: Any mortgage, deed to secure debt, deed of trust or other security instrument of record creating an interest in or affecting title to the Land or the Building, or both, or any part thereof, including a leasehold security instrument or subleasehold security instrument, and any and all renewals, modifications, consolidations or extensions of any such instrument.

Mortgagee: Shall mean the holder or beneficiary of any Mortgage.

Normal Operating Hours: Is defined in Article 6.1 hereto.

Person: A natural person, a partnership, a corporation, a limited liability company and any other form of business or legal association or entity.

Prime Rate: The per annum rate publicly announced from time to time by Centennial Bank as its Prime Rate. The Prime Rate is a reference base rate used for pricing certain extensions of credit and is not necessarily the most favorable rate charged by Centennial Bank to any of its customers. In the event the Prime Rate is discontinued as a standard, the Landlord shall designate a reasonably comparable reference rate as a substitute therefor.

Project: The Building; the Land; the Building Parking Facilities; the Common Areas and any other improvements or landscaping on the Land.

Rent: The sum of Base Rent, Tenant's Additional Rent, and any other amounts that Tenant assumes or agrees to pay under the provisions of this Lease that are owed to Landlord, including without limitation any and all other sums that may become due by reason of any default of Tenant or failure on Tenant's part to comply with the agreements, terms, covenants and conditions of this Lease to be performed by Tenant.

Rent Commencement Date: The earlier of (i) the date Tenant shall first occupy any portion of the Demised Premises for business purposes, or (ii) 150 days after commencement of the construction to the tenant improvements.

Supplemental Agreement: A Supplemental Agreement substantially in the form of Exhibit "C" attached hereto specifying the Rent Commencement Date, the final square footage of all floors of the Building and the Demised Premises, the dates for escalation of Base Rental and the date of expiration of the Lease Term, which shall be executed by Landlord and Tenant in accordance with Article 2.2 hereof.

Tenant's Additional Rent: Is defined in Article 3.4 hereof.

Tenant's Architect: the architect or interior design consultant as Tenant may designate by notice to Landlord in accordance with Article 30 hereof.

Usable Area: Means the "Usable Area" determined in accordance with the BOMA Standard.

2. Lease Of Demised Premises

2.1. Lease Grant. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Demised Premises for the Lease Term, subject to payment by Tenant of the Rent and upon the other terms and conditions hereinafter set forth.

2.2. Lease Term. The Lease Term shall commence on the date set forth in Article 1.1 above and, unless sooner terminated or extended as provided in this Lease, shall end at midnight on the date set forth in Article 1.1 above. The Lease Term shall be subject to renewal as provided in Rider 101 hereof. Promptly after the Rent Commencement Date, Landlord and Tenant shall execute the Supplemental Agreement specifying the Rent Commencement Date and confirming the final square footage of the Demised Premises and the Building and confirming the expiration date of the initial Lease Term.

2.3. Tender of Possession. Landlord and Tenant presently anticipate that possession of the Demised Premises will be tendered to Tenant on the Floor Ready Condition Date. If Landlord is unable to tender possession in condition for Tenant to begin work on Tenant improvements at that time, then the enforceability of this Lease shall not be affected or impaired thereby, Landlord shall not be in default hereunder or be liable for damages therefor, and Tenant agrees to accept possession of the Demised Premises when Landlord tenders possession thereof to Tenant for work on Tenant Improvements.

2.4. Rentable/Usable Area Measurement. Within thirty (30) days after tender of possession of the Demised Premises, Landlord may, or shall upon request by Tenant, cause the Demised Premises to be measured and shall calculate or cause its architect or engineer to calculate, the Usable Area of the Demised Premises and Rentable Area of the Demised Premises, applying the BOMA Standards, and notify Tenant of the results of such calculations. Tenant shall have ten (10) days after receipt of such notice to confirm the calculations of Landlord and to notify Landlord of any objection thereto; if Tenant fails to notify Landlord of any objections within such ten (10) day period, then the calculation shall be deemed confirmed by Tenant and binding on both parties hereto. If as a result, the Usable Area of the Demised Premises is found to be more or less than the square footage specified in Article 1.1 above, the Base Rent shall be adjusted accordingly and noted in the Supplemental Agreement. If neither party elects

to measure the Demised Premises, the square footage specified in Article 1.1 above shall be deemed correct.

3. Rent.

3.1. Payment. Tenant will pay the first month's rent at signing and promises to pay to Landlord monthly installments payable in advance beginning on the Rent Commencement Date and on the first day of each calendar month thereafter, without prior notice or demand, by good and sufficient check, wire transfer or other method of payment acceptable to Landlord, in U.S. dollars, mailed or delivered to Landlord at **Centennial Bank, 2932 Crawfordville Highway, Crawfordville, Florida 32327**, or to such other address as Landlord may designate in writing. If mailed, all payments shall be mailed in sufficient time and with adequate postage thereon to be received by Landlord by no later than the due date for such payment. Tenant shall pay all Rent as shall become due from and payable by Tenant to Landlord under this Lease at the times and in the manner provided in this Lease, without notice, demand, set-off or abatement, except for Rent abatement and set-off provisions expressly set forth in this Lease. The obligations of Tenant to pay Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations.

3.2. Amount. The amount of monthly installments of rent shall be the annual Base Rent and annual Tenant Additional Rent, divided by twelve, plus any applicable state or federal sales or use taxes, if any, plus any other amounts that Tenant assumes or agrees to pay under the provisions of this Lease that are owed to Landlord, including without limitation any and all other sums that may become due by reason of any default of Tenant or failure on Tenant's part to comply with the agreements, terms, covenants and conditions of this Lease to be performed by Tenant. If the Rent Commencement Date is other than the first day of a calendar month, the Rent for such fractional month shall be prorated by multiplying the monthly rental by a fraction, the numerator of which is the number of days of the partial month included in the term and the denominator of which is the total number of days in the full calendar month.

3.3. Adjustment of Base Rent. The Base Rent amount shall be increased annually as specified in Section 1.1.6.

3.4. Additional Rent. Tenant shall be responsible for payment of any taxes directly related to its use or occupancy of the Demised Premises, in addition to its proportionate share of maintenance expense as described in Article 4.3. Tenant shall be responsible for payment of thirty nine percent (39%) of the annual property tax levy for Parcel 00-00-077-019-10594-00 based on the proportionate occupied share of the bank building located on this parcel. Tenant shall be responsible for one hundred percent (100%) of the annual property tax levy for Parcel 00-00-077-019-10595-00, which is the north parking lot reserved for Tenant's use. Tenant shall not be responsible for payment of the property tax levy of the parcels in the southern portion of the bank property, which include the drive-in facility and additional parking.

4. Tenant Improvements/Alterations.

4.1. Tenant Finish Work. Tenant Finish Work shall be defined in Exhibit "B," Work Letter.

4.2. Tenant Improvements. Tenant shall be permitted to make improvements to the Premises at its own expense ("Tenant Improvements") upon written approval of the proposed improvements by Landlord. Improvements will be done in accordance to construction documents to be submitted to Landlord and authorized by Landlord.

Any additional or future Tenant Improvements or additions to the Premises shall be installed at the Tenant's expense, and in accordance with plans and specifications which have been previously submitted to and approved in writing by Landlord. No alterations or physical additions in or to the Premises may be made without Landlord's prior written consent, which shall not be unreasonably withheld or delayed; however, Landlord may withhold its consent to any alteration or addition that would adversely affect (in the sole discretion of Landlord) the (i) Building's structure, mechanical, electrical, plumbing, HVAC,

safety or other systems (including the Building's restrooms or mechanical rooms), (ii) exterior appearance of the Building, (iii) appearance of any Common Areas, (iv) insurance costs or availability, or (v) provision of services to other occupants of the Building. Tenant shall not paint or install lighting or decorations, signs, window or door lettering, or advertising media of any type visible from the exterior of the Demised Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole but reasonable discretion. All alterations, additions, and improvements shall be constructed, maintained, and used by Tenant, at its risk and expense, in compliance with all applicable Laws; Landlord's consent to or approval of any alterations, additions or improvements (or the plans therefor) shall not constitute a representation or warranty by Landlord, nor Landlord's acceptance, that the same comply with sound architectural and/or engineering practices or with any applicable Laws, and Tenant shall be solely responsible for ensuring all such compliance.

4.3. Maintenance and Repairs. Tenant shall maintain the Demised Premises in a clean, safe, and operable condition, and shall not permit or allow to remain any waste or damage to any portion of the Demised Premises. If Tenant fails to make such repairs or replacements within fifteen (15) days after the observation of such damage and notice by the Landlord, then Landlord may make the same at Tenant's cost.

4.3.1. Tenant shall repair or replace, subject to Landlord's reasonable direction and supervision, any damage to the Building caused by a Tenant, its employees, agents, independent contractors, guests or invitees. If Tenant fails to make such repairs or replacements within fifteen (15) days after the occurrence of such damage and notice by the Landlord, then Landlord may make the same at Tenant's cost. If any such damage occurs outside of the Demised Premises, then Landlord may elect to repair such damage at Tenant's expense, rather than having Tenant repair such damage.

4.3.2. The reasonable cost of all maintenance, repair or replacement work performed by Landlord under this Article 4 shall be paid by Tenant to Landlord within thirty (30) days after Landlord has invoiced Tenant therefor.

4.4. Performance of Work. All work described in this Article 4 shall be performed by Landlord or by contractors and subcontractors approved by Landlord, such approval will not be unreasonably withheld. Tenant shall cause all contractors and subcontractors to procure and maintain insurance coverage naming Landlord, as additional insureds against such risks, in such amounts, and with such companies as Landlord may reasonably require. Tenant shall obtain all permits, approvals and certificates required by any Governmental Authority, and certificates of final approval thereof, and shall deliver promptly duplicates of all such permits, approvals and certificates to Landlord. Tenant shall provide Landlord with the identities, mailing addresses and telephone numbers of all persons performing work or supplying materials prior to beginning such construction and Landlord may post on and about the Demised Premises notices of non-responsibility pursuant to applicable Laws. All such work shall be performed in accordance with all Laws, in a good and workmanlike manner so as not to damage the Project (including the Demised Premise), and shall be of a class or quality which is in Landlord's reasonable opinion at least equal to Building Standard. Any such work which may affect the Building's structure or any Building mechanical, plumbing, electrical, ventilation, security, safety or other systems must be approved by a Building engineer selected by Landlord, at Tenant's expense, and, at Landlord's election, may be performed by Landlord's usual contractor for such work, subject to State requirements for contracting and procurement to which the Tenant is bound.

4.5. Mechanic's Liens. All work performed, materials furnished, or obligations incurred by or at the request of a Tenant shall be deemed authorized and ordered by Tenant only, and Tenant shall not permit any mechanic's liens to be filed against the Demised Premises or the Project in connection therewith. Upon completion of any such work, Tenant shall deliver to Landlord final lien waivers from all contractors, subcontractors and materialmen who performed such work. If such a lien is filed, then Tenant shall promptly on demand by Landlord either (i) pay the amount of the lien and cause the lien to be

released of record, or (ii) diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim or utilize a bond or security, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord promptly upon demand by Landlord. Tenant shall defend, indemnify and hold harmless Landlord, its parent and affiliated companies and their respective officers, directors, shareholders, agents, employees and representatives from and against all claims, demands, causes of action, suits, judgments, actual direct (but not consequential) damages and expenses (including reasonable attorneys' fees) in any way arising from or relating to the failure by Tenant to pay for any work performed, materials furnished, or obligations incurred by or at the request of Tenant.

4.6. Taxes. Any ad valorem taxes assessed upon any improvements within the Demised Premises made by Tenant, or by Landlord on behalf of Tenant, or upon any equipment, trade fixtures or other movable property of Tenant situated with the Demised Premises, shall be the sole responsibility of and shall be promptly paid by Tenant.

5. Use.

Tenant shall continuously occupy and use the Demised Premises solely for the purpose of carrying out its own business therein and shall not use the Demised Premises for any other purpose without the prior written consent of Landlord. Tenant's use shall comply with all Laws relating to the use, condition, access to, and occupancy of the Demised Premises and the terms of this Lease and will not commit waste, overload the Building's structure or the Building's mechanical, plumbing, electrical, ventilation, safety or other systems or subject the Demised Premises to any use that would damage the Demised Premises or any part of the Project. Notwithstanding anything in this Lease to the contrary, as between Landlord and Tenant, (a) Tenant shall bear the risk of complying with Title III of the Americans With Disabilities Act of 1990, any state laws governing handicapped access or architectural barriers, and all rules, regulations, and guidelines promulgated under such laws, as amended from time to time (the "Disabilities Acts") in the Demised Premises, and (b) Landlord shall bear the risk of complying with the Disabilities Acts in the Common Areas, other than compliance that is necessitated by the use of the Demised Premises for other than the permitted use or as a result of any alterations or additions made by Tenant (which risk and responsibility shall be borne by Tenant). The Demised Premises shall not be used for any use which is disreputable, creates extraordinary fire hazards, or results in an increased rate of insurance on the Building or its contents, or for the storage of any Hazardous Materials (other than typical office supplies [e.g., photocopier toner] and then only in compliance with all Laws). If, because of the actions or omissions of Tenant, its Affiliates or any of their respective employees, agents, representatives, contractors, licensees or invitees or because Tenant vacates the Demised Premises, the rate of insurance on the Building or its contents increases materially, then such acts shall be an Event of Default, Tenant shall pay to Landlord the amount of such increase within thirty (30) days of receipt of said costs, and acceptance of such payment shall not waive any of Landlord's other rights. Tenant shall conduct its business and use its best efforts to control its employees, agents, representatives, contractors, licensees and invitees so as not to create any nuisance or unreasonably interfere with other tenants or Landlord in its management of the Building. Landlord shall conduct its business and use its best efforts to control its employees, agents, representatives, contractors, licensees and invitees so as not to create any nuisance or to unreasonably interfere with Tenant or Tenant's use and operation of its business in the Demised Premises.

6. Building Operation and Services.

6.1. Operating Hours. Normal business operating hours of the Bank Portion of the Building are 8:00 a.m. to 5:00 p.m. Monday through Friday and 8:00 a.m. to 12:00 p.m. Saturday with the exception of Holidays (the "Normal Operating Hours"). Subject to Landlord's security system requirements for after hours and weekend access, Tenant will have access to the Demised Premises 24 hours per day, 365 days per year, except in the event of an emergency or potential damage to persons or property. Normal

business operating hours of the Tenant are anticipated to be 8:00 a.m. to 10:00 p.m. Monday through Friday with some weekend activity to be determined. Landlord shall have access to the ice machine located in Tenant's premises during regular business hours or by special arrangement.

6.2. Landlord Services. Subject to the provisions of Article 3.4 above, Landlord shall furnish the Demised Premises with: (i) cleaning and janitorial services of the Common Areas; (ii) domestic water supply provided for the Common Areas; (iii) landscape maintenance; and (iv) maintenance of heating, ventilating, and air conditioning (HVAC) system of the Demised Premises.

6.2.1. As part of the initial preparation of the premises for Tenant occupancy, the Landlord shall install submeter(s) for the water supply and the electrical panels serving the interior of the demised premises. Tenant will be responsible for paying for its water and electrical use on a monthly basis subject to copies of the utility bills with Tenant portion delineated promptly each month. As part of the interior modifications to be performed by Tenant to prepare the premises for educational use, interior electrical systems will be modified and upgraded as appropriate.

6.3. Landlord Maintenance. Landlord shall keep and maintain in good tenable condition and repair the Building structure, roof, exterior walls and windows, sprinkler system and mechanical, electrical, plumbing, HVAC, and all Common Areas. All such maintenance and repair shall be of a class or quality which is in Landlord's reasonable opinion at least equal to Building Standard. Tenant shall give Landlord prompt notice of any repairs for which Landlord may be responsible hereunder which may be needed within the Demised Premises. Tenant shall be responsible for repair and maintenance of mechanical, electrical, plumbing and data systems installed by Tenant as part of the Tenant fit-out procedure.

6.4. Abatement. Landlord shall not be liable for any damages directly or indirectly resulting from, nor shall any Rent be abated by reason of the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services or maintenance, or failure to furnish or delay in furnishing any such service or maintenance when such failure or delay is caused by accident or any other occurrence or condition beyond the reasonable control of Landlord or by the making of necessary repairs or improvements to the Demised Premises or to the Project. The failure to furnish any of such services shall not be construed as an eviction of Tenant or relieve Tenant from the duty of observing and performing any of its obligations under this Lease unless such failure results in the unavailability of the Demised Premises for use by Tenant for the purposes authorized in this Lease for a period of five (5) consecutive business days following Landlord's receipt from Tenant of a written notice regarding such unavailability and such unavailability was not the result of any action or omission on the part of Tenant or any of its employees, agents, representatives, contractors, licensees or invitees or the result of a governmental directive, then Tenant shall, as its exclusive remedy, except as permitted in Article 11 below, be entitled to a reasonable abatement of Rent for each consecutive day (after such 5 day period) that Tenant is so prevented from using the Demised Premises.

7. Quiet Enjoyment.

Landlord covenants that so long as Tenant is not in default hereunder, Tenant shall and may peaceably and quietly have, hold and enjoy the Demised Premises during the term of this Lease and any renewal or extension hereof.

8. Tenant's Insurance.

8.1. Tenant covenants and agrees that from and after the date of tender of possession of the Demised Premises by Landlord to Tenant, and during the term of this Lease, Tenant will purchase and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

8.1.1. Commercial general liability insurance, including property damage, against liability for

injury to persons or property occurring in or about the Demised Premises or arising out of the ownership, maintenance use or occupancy thereof. The limits of liability under this policy shall not be less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

8.1.2. Fire and extended coverage or equivalent all risks or special risk insurance covering all contents, fixtures and Tenant Improvements in the Demised Premises including coverage for all plate glass in an amount not less than one hundred percent (100%) of their full replacement costs as updated from time to time during the Term of this Lease. Tenant shall be responsible for providing such insurance as it desires against damage to its own property in the Demised Premises.

8.2. Tenant shall deposit the policy or policies of such insurance, or an approved Certificate of Insurance thereof with Landlord, which shall provide for thirty (30) days' notice to Landlord prior to cancellation and shall name the Landlord or the Landlord's designees as additional insureds.

9. Landlord's Insurance.

9.1. Landlord covenants and agrees that from and after the date of tender of possession of the Demised Premises by Landlord to Tenant, and during the term of this Lease, Landlord will purchase and maintain, at its sole cost and expense, the following types of insurance, in the amounts specified and in the form hereinafter provided for:

9.1.1. Commercial general liability insurance, including property damage, against liability for injury to persons or property occurring in or about Common Areas or arising out of the ownership, maintenance use or occupancy thereof. The limits of liability under this policy shall not be less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, such amount to be increased if, in the reasonable judgment of Landlord, any such increase is necessary for Landlord's protection.

9.1.2. Fire and extended coverage insurance or equivalent all risks or special risk insurance covering the Building, for full replacement value, but excluding Tenant's equipment, furniture, fixtures or other property placed in the Demised Premises. At the Landlord's option, this coverage may be included in a blanket policy or policies of insurance carried by the Landlord.

10. Fire, Natural Disaster, or Other Casualty.

In the event the Demised Premises, without fault or neglect of Tenant, its employees, agents, representatives, contractors, invitees or licensees, shall be partially destroyed by fire, natural disaster, or other casualty so as to render the Demised Premises partially un-tenantable, the Rent herein recited shall be proportionately abated until such time as the Demised Premises so damaged are made tenantable by Landlord. In case of the total destruction of the Demised Premises, or such partial destruction thereof as prevents the use by Tenant of the Demised Premises, all without fault or neglect of Tenant, its employees, agents, representatives, contractors, invitees or licensees, then, unless Landlord decides to rebuild, all Rent under the Lease accruing on or after on the date of destruction, shall cease and terminate. Provided, however, that if Landlord should decide to rebuild following such total destruction of the Demised Premises, Landlord shall give Tenant written notification thereof within six (6) weeks of such total destruction and shall commence operations for such reconstruction within a reasonable period of time following settlement of any insurance claim for the damage and shall continue such operations with reasonable diligence, whereupon this Lease will be extended for a period of time equal to the period from the date of destruction through the date upon which the Demised Premises are available for occupancy by Tenant, and the Rent shall be abated during the period of time between the date of destruction and the date upon which the Demised Premises are available for occupancy by Tenant. In no event, however, shall Landlord be obligated to expend on such repairs any amount in excess of that actually recovered by Landlord from its insurance coverage. If the Demised Premises are incapable of being repaired and

restored to the same condition as before the damage occurred with reasonable diligence within ninety (90) days of the happening of such damage, then this Lease Agreement shall terminate as of the date of the damage. Tenant shall then deliver possession of the Demised Premises to Landlord and Rent shall abate for the unexpired Lease Term. If the Demised Premises shall be capable with reasonable diligence of being repaired and restored to the same condition as before the damage within ninety (90) days of the happening of such damage, Landlord, at its own expense, shall immediately undertake to cause such repairs and restoration to commence and be properly completed within a reasonable time, and the entire Rent payable under the terms of this Lease shall abate until such time as the Demised Premises are available to Tenant for use for the purposes intended. Provided, however, that if such damage occurred during the final six (6) months of the Lease Term, Landlord may, at its option, terminate this Lease and Rent shall abate for the unexpired Term.

11. Indemnification.

Each party to this lease assumes any and all risk of personal injury and property damage with respect to the willful or negligent acts or omissions of its officers, employees, and agents while acting within the scope of their respective employment. The parties further agree that nothing contained herein shall be construed or interpreted as 1) denying to any party remedy or defense available to such party under the laws of the state of Florida, and 2) nothing in this contract shall constitute a waiver by Tenant of sovereign immunity protection and the limitations set forth in §768.28, Fla. Stat. The liability of Tenant, as set forth in this lease, is intended to be consistent with limitations of state law, including waivers of sovereign immunity, therefore, no obligation imposed hereby shall be deemed to alter said waiver or extend the liability of the Tenant beyond such limits.

12. Eminent Domain.

In the event all or any portion of the Project including the Demised Premises is taken by any Governmental Authority under the exercise of its right of eminent domain or similar right, the award, (or by act in lieu thereof) shall belong entirely to Landlord and Tenant hereby assigns to Landlord all of its interest, title or claim, if any, in and to such award (or sums paid in lieu thereof), including but not limited to any part of such award attributable to Tenant's leasehold interest, if any, except for that portion of the award attributable to the unamortized portion of any tenant-installed improvements in the Demised Premises and Tenant's trade fixtures. In the event of a partial taking of the Demised Premises, Rent shall be reduced as of the date of such taking by a percentage equal to the percentage obtained by relating the space taken to the total space leased hereunder, and, if such taking be substantial, Tenant shall have the option, to be exercised by notice in writing to the Landlord, within sixty (60) days after such taking, of terminating this Lease, or if such taking be total, this Lease shall terminate upon the taking.

13. Default.

13.1. Events of Default. Upon the occurrence of any one or more of the following acts (hereafter "Events of Default"), Tenant shall be deemed to be in default and Landlord shall have those rights described in Article 14.2 below:

13.1.1. Failure of Tenant to pay Rent after the tenth (10th) day of the month that the Rent is due;

13.1.2. Failure of Tenant to pay any other sum of money due to Landlord after thirty (30) days written notice from Landlord;

13.1.3. Filing of any petition by or against Tenant seeking to take advantage of any law relating to bankruptcy, insolvency, reorganization, composition of adjustment of debts or other related or similar proceedings;

13.1.4. Application for appointment of a receiver for, making a general assignment for the benefit of creditors of, or insolvency of Tenant;

13.1.5. The seizure, sale or attempted sale under execution or other legal process of the interest of Tenant in the Demised Premises or Tenant's property located therein;

13.1.6. Tenant shall dissolve, liquidate, cease business operations or otherwise cease to exist;

13.1.7. Tenant, without prior written consent of Landlord, closes, vacates or abandons the Demised Premises or discontinues active business therein for a period of three consecutive months, or sublets or attempts to sublet the Demised Premises or any part thereof;

13.1.8. Default by Tenant in the performance of any of Tenant's other obligations, covenants or agreements under this Lease and failure of Tenant to cure such default within thirty (30) days following written notice thereof from Landlord.

14.2 Landlord's Rights Upon Tenant's Default. Upon the occurrence of an Event of Default, Landlord may, in addition to all other rights and remedies available to Landlord, take any one or more of the following actions:

14.2.1 Landlord shall have the right, but not the obligation, to perform all or any part of such obligations of Tenant as may be in default. Upon receipt of a demand from Landlord, Tenant shall reimburse Landlord for: (i) the cost to Landlord of performing such obligations including reasonable overhead expenses, plus (ii) interest thereon at an annual rate of the Prime Rate plus four percent (4%) per annum from the date of demand.

14.2.2 Landlord may either terminate this lease or terminate Tenant's right to possession without terminating the Lease, whichever Landlord elects. In either event, Landlord may, with notice and consistent with Chapter 83 of the Florida Statutes, re-enter and re-possess the demise premises.

14.2.3 If Landlord elects to terminate this Lease, all unpaid Rent, Additional Rent and any other sums payable under the terms of this Lease, whether due or to become due, shall become and be immediately due and payable, anything herein to the contrary notwithstanding, and Landlord may proceed to enforce its legal remedies for collection thereof.

14.2.4 If Landlord elects to terminate Tenant's right to possession of the Demised Premises without terminating the Lease, Landlord shall use best efforts to rent the Demised Premises or any part thereof for the account of Tenant to any person or persons for such rent and for such terms and other conditions as Landlord deems practical, and Tenant shall be liable to Landlord for the amount, if any, by which the total unpaid Rent and all other payments herein provided for the unexpired balance of the Lease Term exceed the net amount, if any, received by Landlord from such reentering, being the gross amount so received by Landlord less all costs and expenses of repossession, re-entering, re-modeling and re-letting and any other related expenses. In no case shall Landlord be liable for failure to re-rent the Demised Premises or collect the rental due under such re-renting. If Landlord elects to terminate Tenant's right to possession without terminating the Lease, Landlord shall have the right at any time thereafter to terminate this Lease, whereupon the foregoing provisions with respect to termination will thereafter apply.

14.2.5 Tenant shall reimburse Landlord on demand for all costs incurred by Landlord in connection with enforcement of Landlord's rights and remedies hereunder including, but not limited to, reasonable attorney's fees, court costs and related costs and expenses plus interest thereon at the Prime Rate plus four percent (4%) per annum from the date such costs are paid by Landlord until the date paid by Tenant. Actions by Landlord to collect amounts due from Tenant as provided in this Article 14 may be brought at any time, and from time to time, on one or more occasions, without the necessity of Landlord's waiting until the termination of this Lease.

14.2.6 Landlord shall have the rights and remedies expressed in this Lease and all other rights and remedies which may be available to Landlord under applicable law or in equity, all of which shall be cumulative. The election by Landlord of one or more remedies shall not deprive Landlord of any other right or remedy. The election by Landlord to terminate Tenant's right to possession without terminating the Lease shall not deprive Landlord of the right, and Landlord shall have the continuing right to terminate this Lease.

14.3. Tenant's Rights Upon Landlord's Default.

If there is a default with respect to any of Landlord's covenants, warranties, or representations under this lease, including but not limited to the following: 1) cleaning and janitorial services of the common areas, 2) provision of hot and cold domestic water at those points of supply provided for general use of the tenants of the building, 3) landscape maintenance, 4) maintenance of heating, ventilation, and air conditioning system for the demised premises, 5) maintain in good tenantable condition and repair the building structure, roof, exterior walls, and windows, sprinkler system, and mechanical, electrical, plumbing, and HVAC in all common areas, and 6) repair after fire, natural disaster, or other casualty, and if the default continues for more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy, hereunder cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to Prime Rate plus four percent (4%) per annum from the date of demand. If the lease terminates prior to Tenant receiving full reimbursement, Landlord shall pay the unreimbursed balance plus interest accrued to Tenant on demand.

15. Subordination.

This Lease shall be subject and subordinate to any Mortgage which now or hereafter encumbers or affects the Building and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination need be required by any Mortgagee or Landlord. Tenant shall, at Landlord's request, promptly execute any appropriate certificate or instrument that Landlord may reasonably request, provided that said certificate or instrument provides that if the Mortgagee exercises its rights thereunder, Tenant's continued use of the Demised Premises shall not be disturbed so long as Tenant attorns to the Mortgagee or its successors and is not in default under this Lease. In the event of the enforcement by the Mortgagee, Tenant shall upon request, execute and deliver an instrument confirming Tenant's attornment. Upon request by Landlord, Tenant agrees to execute from time to time an estoppel certificate or similar agreement certifying to the effect that this Lease is valid and in force, Rent has not been prepaid (other than Landlord's estimate of any Tenant's Additional Rent) and such other facts and matters as may reasonably be required.

16. Sale or Assignment by Landlord.

Landlord may sell, assign or transfer all of Landlord's rights, duties and obligations under this Lease in connection with any sale or transfer of the Project or the Building and shall thereafter be divested of all rights and released from all obligations hereunder, so long as Landlord delivers the Security Deposit to the buyer/assignee. Landlord may assign its rights under this Lease and all revenue derived herefrom to any lender or Mortgagee.

Landlord shall provide Tenant with ninety (90) days' notice of any intended sale, assignment or transfer of all of Landlord's rights, duties, and obligations under this lease. Upon receipt of such notice, Tenant has thirty days from the date of receipt of said notice to notify Landlord and intended purchaser, assignee, or transferee, of Tenant's intent to terminate the lease and vacate the premises. Tenant will vacate the premises within sixty days of its notice of intent to terminate and vacate.

17. Assignment and Subletting by Tenant.

Tenant shall not sell, assign, mortgage or transfer any interest in or any rights, duties or obligations under, this Lease, sublet or attempt to sublet the Demised Premises or any part thereof, or permit the Demised Premises or any part thereof to be used by any Person other than Tenant or Tenant's Affiliate, without the prior written consent of the Landlord. If this Lease be assigned, or if the Demised Premises or any part thereof be sublet or occupied by any person other than Tenant, then Landlord may collect rent from the assignee, sublessee or occupant, and apply the net amount collected to the Rent for which Tenant is obligated to Landlord and may retain for its own account any additional amount paid, but no such collection shall be deemed a waiver of this covenant or the acceptance of the assignee, sublessee, or occupant as Tenant nor shall it release Tenant of its obligations hereunder. Any assignment or subletting shall not release or discharge Tenant of or from any liability, whether past, present or future, under this Lease in the absence of an express written agreement to the contrary signed by Landlord. Any permitted sublessee or assignee shall agree to comply with and be bound by all the terms and conditions of this Lease to the extent of the space sublet or assigned, and Tenant shall deliver to Landlord promptly after execution, an executed copy of each such sublease or assignment and an agreement of compliance by each such sublessee or assignee. Any attempted sale, assignment, mortgage, transfer or subletting of this Lease by Tenant which is not in compliance with the provisions of this Article shall be void and of no effect.

18. Landlord's Access to Demised Premises.

Landlord and Landlord's agents shall have the right at all reasonable times to enter the Demised Premises, by pass key or otherwise, to make such repairs, decorations, additions or alterations as may be necessary or desirable for the safety, betterment, improvement and/or preservation of the Demised Premises or the Building, without in any manner affecting the obligations of Tenant hereunder. Tenant waives any claims for damages including loss of business therefrom, unless caused by Landlord's negligence.

19. Holdover by Tenant.

If, upon the termination of this Lease, whether by expiration or termination, Tenant shall, for any reason, fail, neglect or refuse to promptly vacate and deliver possession of the Demised Premises to Landlord, then Tenant shall be obligated for and shall pay to Landlord, by way of liquidated damages and not as a penalty, two (2) times the Rent then in effect, calculated on a per day basis, for each day after the date of expiration or termination of the Lease until such time as Tenant shall thereafter vacate and re-deliver possession of the Demised Premises to Landlord. This Article shall not operate as a waiver by Landlord of any other right or remedy.

20. Re-Entry by Landlord.

20.1. Expiration/Termination of Lease Term. Upon expiration or termination of this Lease, Tenant shall return the Demised Premises to Landlord in as good condition as when received, ordinary wear excepted. All installations, additions, improvements and fixtures, except Tenant's trade fixtures, in or upon the Demised Premises, whether placed there by Landlord or Tenant, and including, without limitation, paneling, partitions, railing, carpeting and flooring, shall become the property of Landlord without compensation or credit to Tenant; provided, however, if prior to such expiration or termination or within ten (10) days thereafter Landlord so directs by written notice, Tenant shall at its own expense promptly remove those installations, additions, improvements and Trade fixtures as designated in the notice. The Tenant shall not be responsible for more than twenty-five thousand dollars (\$25,000) of construction or demolition cost to the Tenant under this provision.

20.2. Tenant's Personal Property. Any furniture, equipment, machinery or other movable property located in the Demised Premises and not removed by Tenant upon expiration or termination of the Lease

may be removed by Landlord, at the cost, expense and risk of Tenant, with no liability upon Landlord for loss or injury thereto and without prejudice to any lien in favor of Landlord securing any sums due hereunder.

20.3. Waiver of Notice. Tenant expressly waives any notice to vacate and all legal delays to which it may be entitled at the end of the Lease term or at the termination of this Lease for any other cause and hereby consents that Landlord may immediately take possession of the Demised Premises upon the expiration or termination of the Lease.

21. Compliance With Laws.

Tenant shall at all times, at its sole cost and expense, promptly comply with all Laws and all requirements or directives of any Governmental Authority.

22. Compliance With Rules.

Tenant shall, and shall use its best efforts to cause Tenant's and their respective Affiliates, owners, partners, members, shareholders, employees, agents, contractors, representatives, licensees and invitees to, perform and comply with rules and regulations as promulgated by the Landlord from time to time, and as the same may be amended by Landlord hereafter, and such other reasonable rules and regulations as Landlord may from time to time adopt by notice in writing to Tenant, whereupon they will become a part of the Lease for all purposes, to the same extent as if originally set forth herein. Landlord shall have no liability to Tenant for any failure of other Persons to comply with such rules and regulations. If there is a conflict between the rules and regulations and this Lease, this Lease will govern.

23. Notice.

Any notice to be given under this Lease by Landlord to Tenant, or by Tenant to Landlord, shall be considered as duly given, if made in writing, addressed to the other party and delivered by facsimile, hand delivery or registered or certified mail, postage prepaid, addressed to the recipient at the address for such party specified in Article 1.1 above, or to such address as such party may hereafter designate from time to time by written notice to the other party. Notice shall be deemed given when received.

24. Parking.

Landlord agrees that parking is available in the parking lot of the Building on a first come first serve basis, except as follows: existing 30 spaces in the north and west parking areas shall be designated for sole use of the Tenant. Tenant shall have the right to park in remaining spaces in the south parking lot during the hours the bank is not open, with the exception that Landlord reserves the right to designate certain spaces for use solely by Landlord and its customers, to accommodate ATM use, night depository and security personnel.

25. Successors and Assigns, Multiple Tenants.

Subject to the terms of Articles 16 and 17 above, this Lease shall be binding upon, and inure to the benefit of, Landlord and Tenant and their respective legal representatives, heirs, successors and assigns. In the event that this Lease is executed by more than one tenant, all such tenants shall be jointly and severally liable hereunder for payment of all Rent and performance of all obligations and agreements.

26. Mortgagee Protection Clause.

Tenant agrees to give any Mortgagee written notice of any default by Landlord hereunder, provided, however, that Tenant has first been notified in writing of the address of the Mortgagee to be used for such purposes. Tenant further agrees that in the event of default by Landlord hereunder and failure of Landlord to cure such default within the time provided for in this Lease, then the such Mortgagee shall have the right, but not the obligation to cure such default with an additional thirty (30) day time period, or if such default cannot be cured within that time, then such additional time as may be necessary, provided such Mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings, if necessary, to effect such cure), in which event this Lease shall not be terminated while such remedies are being so diligently pursued.

27. Landlord's Liability Limitation.

If Landlord is in default with respect to its obligations under this Lease, Tenant shall look for satisfaction of Tenant's remedies, if any, solely to (i) the interest of Landlord in and to the Building and the Land, (ii) any rent derived from the Building and Land and which accrues after the date of any judgment obtained by Tenant against Landlord arising from such claim, (iii) the net proceeds of sale of the Building and Land, and (iv) the proceeds of any Landlord's insurance policy or policies actually paid to Landlord and not applied by Landlord to the restoration of the Building as required by the terms of this Lease. It is expressly understood and agreed that except for the personal liability of the Landlord for the items described in the first sentence of this Article 27, Landlord's liability under the terms of this Lease shall in no event exceed the amount of its interest in and to the Land and Building and the aforesaid rent derived therefrom and the aforesaid sale proceeds and insurance proceeds. In no event shall any parent or affiliate company of Landlord nor any employee, officer, director or shareholder of Landlord or any such parent or affiliate company of Landlord, be personally liable with respect to any of the provisions of this Lease, except to the extent such liability is created by separate written instrument signed by such person.

28. Relocation.

Not Applicable.

29. Security Deposit.

Not applicable.

30. Waiver.

Neither any failure, nor any delay on the part of Landlord or Tenant in exercising any right, power, or remedy in connection with this Lease shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise or the exercise of any other right, power, or remedy, or privilege. No modification, amendment, or waiver of any provision of this lease, nor consent to any departure by Landlord or Tenant therefrom, shall in any event be effective unless the same shall be in writing and signed by both Landlord and Tenant then such waiver or consent shall be effective only in the specific instance and for the time and purpose for which given. No notice to or demand on Landlord or Tenant in any case shall, in and of itself, entitle Landlord or Tenant to any other or further notice, or demand in the same, similar, or other circumstances.

31. Change of Building Name; Sign.

Landlord reserves the right at any time and from time to time to name and to change the name of the Building and exterior and interior signage. Tenant shall be permitted to submit graphics and/or notices about its business to Landlord's personnel for uploading on the electronic sign presently existing on the property upon which the Building is located. At all times, any graphics and/or messages submitted by Tenant are to be approved by Landlord prior to posting. Upon written submission and approval by Landlord, Landlord shall permit Tenant to install a stationary sign advertising its name upon the existing brick and mortar sign that is situated on the property. Landlord shall remain in control at all times of the

interior and exterior signage.

32. Hazardous Substances.

32.1 Tenant's Responsibilities. At its own expense, Tenant will procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for Tenant's use of the Demised Premises. Tenant will not cause or permit any Hazardous Substance other than such materials and in such quantities as may be expected in a typical office environment (e.g. computer equipment and office supplies such as photocopier toner), to be brought upon, kept or used in or about the Building by Tenant, its agents, employees, contractors or invitees without the prior written consent of Landlord. Tenant will cause any and all Hazardous Substances brought upon the Demised Premises by Tenant to be removed from the Demised Premises and transported in compliance with all Environmental Laws, including transport by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes if so required. Tenant will, in all respects, handle, treat, deal with and manage any and all Hazardous Substances in, on, under or about the Demised Premises in total conformity with all applicable Environmental Laws and prudent industry practices regarding management of such Hazardous Substances. Upon expiration or earlier termination of the Lease Term, Tenant will cause all Hazardous Substances placed on, under or about the Demised Premises by Tenant or at Tenant's direction to be removed and transported for use, storage or disposal in accordance and compliance with all applicable Environmental Laws. Tenant will not take any remedial action in response to the presence of any Hazardous Substances in or about the Demised Premises or the Building, nor enter into any settlement agreement, consent decree or other compromise in respect to any claims relating to any Hazardous Substances in any way connected with the Demised Premises without first notifying Landlord of Tenant's intention to do so and affording Landlord ample opportunity to appear, intervene or otherwise appropriately assert and protect Landlord's interests with respect thereto.

32.2 Hazardous Substances, Indemnification. If the Demised Premises or the building become contaminated in any manner for which Tenant is legally liable Tenant shall immediately notify Landlord of the release or discharge of the hazardous Substance, and Tenant shall indemnify, defend and hold harmless Landlord from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses consistent with sovereign immunity protections and limitations set forth in §768.28, Fla. Stat. This indemnification provision is intended to be consistent with limitations of state law, including waivers of sovereign immunity, no obligations imposed hereby shall be deemed to alter said waiver or extend the liability of Tenant beyond such limits.

33. Legal Interpretation.

This Lease and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Florida. The determination that any one or more provisions of this Lease are invalid, void, illegal or unenforceable shall not affect or invalidate the remainder. All obligations of either party requiring any performance after the expiration of the Lease Term shall survive the expiration of the Term and shall be fully enforceable in accordance with those provisions pertaining thereto. Article and paragraph titles or headings used herein are for convenient reference only and shall not be used to interpret or limit the meaning of any provision of this Lease.

34. Whole Agreement.

No oral statements or prior written material not specifically incorporated herein shall be of any force or effect. Tenant agrees that in entering into and taking this Lease, it relies solely upon the representations and agreements contained in this Lease, except only for any written and mutually signed agreement between the parties contemporaneous or subsequent thereto. This Lease, including the exhibits which are attached hereto and a part hereof for all purposes, constitutes the whole agreement of the parties and shall in no way be conditioned, modified or supplemented except by a written agreement executed by and delivered to both parties.

35. Patriot Act and SDN List. Tenant certifies and agrees that:

35.1. Tenant is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order of the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and

35.2. Tenant is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation; and

35.3. Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney fees and costs) arising from or related to any breach of the foregoing certification.

36. Arbitration.

Any controversy or claim arising out of or relating to this lease or the breach thereof, shall be first addressed by an officer of each party with the authority to resolve any controversy, claim, or breach of the lease. Should the designated officers fail to resolve any controversy, claim, or breach of the lease, the parties agree to arbitration administered pursuant to Florida law unless Landlord and Tenant (and any sub lessee or assignee to this Lease) mutually agree in writing to another administrator or other rules to govern the proceeding. A judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in the presence of the undersigned competent witnesses on the date first above written.

WITNESSES:

WITNESSES:

LANDLORD:
CENTENNIAL BANK

By: _____

Date: _____

TENANT: _____

By: _____

Title: _____

Date: _____

* If other than an individual, the signer's authorization to execute the lease should be attached and made a part of the lease.

EXHIBIT "A"

FLOOR PLAN

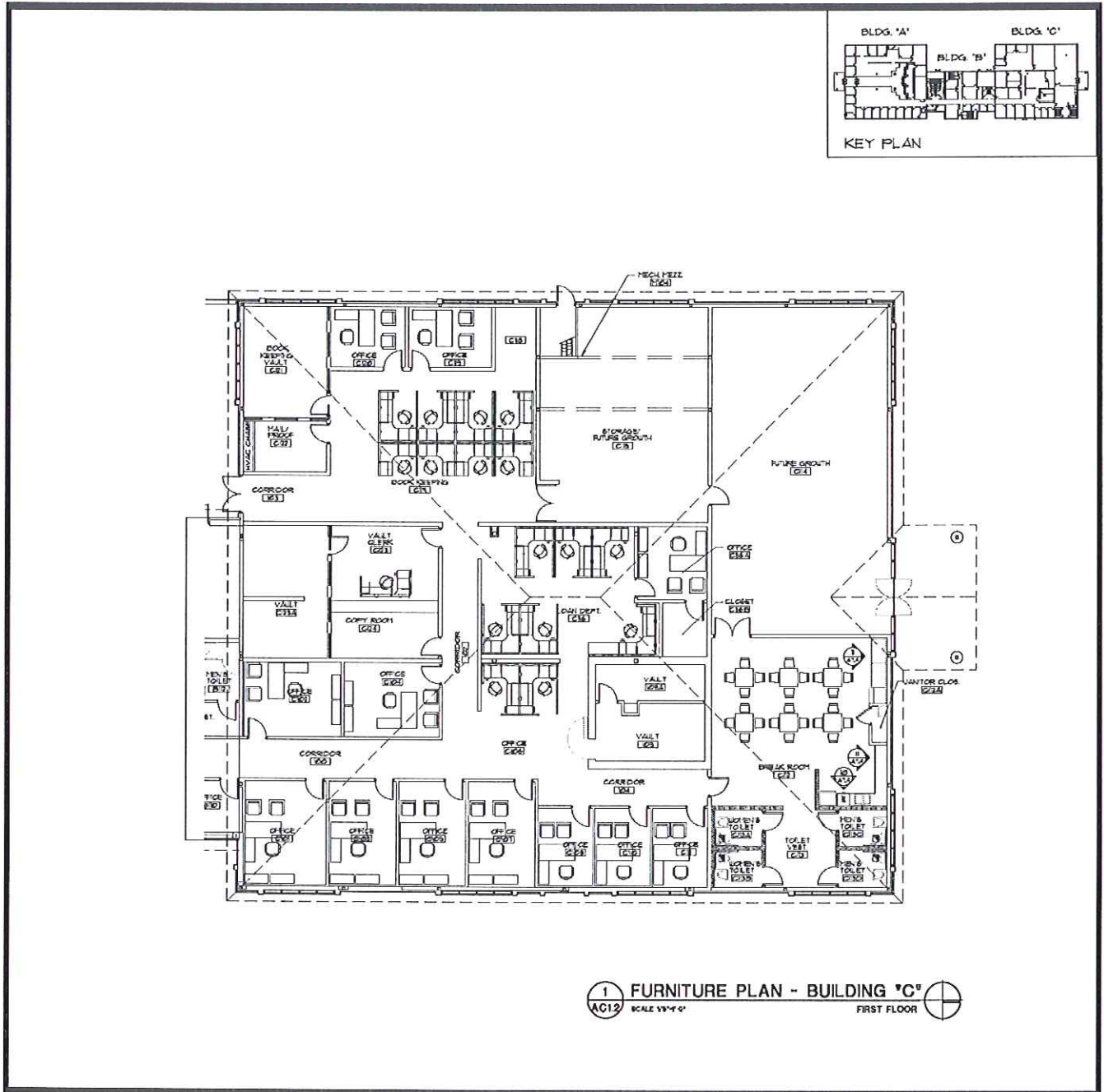


EXHIBIT "B"
WORK LETTER

I. IMPROVEMENTS TO BE MADE BY LANDLORD

A. Improvements to be made by Landlord to Common Areas:

i. Installation of electrical sub-meter at sub-panel serving demised premises.

B. Improvements to be made by Landlord to Demised Premises:

i. Installation of one hour demising wall separating demised premises from those premises held by Landlord.

C. Floor Ready Condition Date: TBD

II. IMPROVEMENTS TO BE MADE BY TENANT:

A. Improvements to be made to Demised Premises by Tenant:

i. Improvements may be generally described as addition of new gypsum wallboard partitions separating open office areas from existing corridors to provide new classrooms; addition of new partition at existing multi-purpose room to create new lobby/reception area; construction of two or three new restrooms; installation of a new communications building entrance, data racks, and data distribution system; and other such related work required to convert the facility to higher education use.

B. Plans and Specifications:

To be determined after building programming complete.

C. General Contractor: To be determined after building programming complete.

D. Architect: Dag Architects, Inc., Destin, FL and Tallahassee, FL

E. Anticipated completion date: To be determined after building programming complete.

Initial: _____

EXHIBIT "C"

SUPPLEMENTAL AGREEMENT

Re: Lease Agreement (the "Lease") dated _____, 20__ , between Centennial Bank ("Landlord") and the party named below as Tenant ("Tenant"). Capitalized terms used herein but not defined shall be given the meanings assigned to them in the Lease.

Ladies and Gentlemen:

Landlord and Tenant agree as follows:

1. Condition of Demised Premises. Tenant has accepted possession of the Demised Premises pursuant to the Lease. Any improvements required by the terms of the Lease to be made by Landlord have been completed to the full and complete satisfaction of Tenant in all respects except for the punch list items described on Exhibit A attached hereto this Supplemental Agreement (the "Punch list Items"), and except for such Punch list Items, Landlord has fulfilled all of its duties under the Lease with respect to such initial tenant improvements.

2. Rent Commencement Date. The Rent Commencement Date under the Lease is _____, 200__.

3. Initial Lease Term Expiration Date. The initial Lease Term is scheduled to expire on the last day of the _____ the full calendar month of the Lease Term, which date is _____, 20__.

4. Usable Area of Demised Premises. The actual Useable Area of the Demised Premises is _____ square feet.

5. Landlord's Furniture. Landlord may permit Tenant to use certain furniture owned by it, to wit:

If applicable, see Exhibit B attached hereto this Supplemental Agreement.

Upon expiration or termination of the Lease, the furniture shall be returned to Landlord in the same condition as when initially provided to Tenant, normal wear and tear excepted, as determined by Landlord.

6. Ratification. Tenant hereby ratifies and confirms its obligations under the Lease, and that, except as modified hereby, the Lease remains in full effect. This Supplemental Agreement shall be binding upon Landlord and Tenant and their respective successors and assigns in accordance with the terms of the Lease. With respect to the specific information described in items 1 through 4 above, the terms of this Supplemental Agreement shall control over any inconsistent terms in the Lease.

Sincerely,
Centennial Bank

By: _____

Agreed and accepted:

By: _____

Name: _____

Title: _____

RIDER 101

RENEWAL OPTIONS

Tenant has ONE renewal option at the end of the initial term for a period of five years. Tenant must provide Landlord with written notice not sooner than one (1) year nor later than six (6) months prior to expiration of the initial Term of its intent to exercise the option. The renewal period will be at the same terms and conditions, not including base rental rate, which will increase to 95% of the market rate, or the applicable base rental rate at the time of renewal, whichever is greater, as established by the Landlord.

Initial: _____
