

Meeting Date
December 20, 2016



AGENDA	
Section	New Business
Item No.	VI C 2

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Lease Agreement with 1 st Centre, LLC
DEPT/OFFICE:	Central Services Department

Requested Action:

It is requested that the Board authorize the Chairman to execute Lease Agreement with 1st Centre LLC, for the lease of 1,812 square feet at 490 Centre Lake Drive NE, Suite 175, Pam Bay, Florida, pending approval of the agreement by the County Attorney and Risk Management.

Summary Explanation & Background:

The District Five Commission Office is located at the northern border of the district on Sarno Road in Melbourne. The proposed lease is near the intersection of Palm Bay Road and Interstate 95, and was selected for its central location to the constituents living in District Five.

A survey of available commercial space currently available in Palm Bay showed that rental rates, including CAM, range from \$13.68 to \$18.50 per square; an average of \$16.53 per square foot. The target area, centered between the north and south boundaries of District Five, near the I-95 corridor, has three suitable properties within District Five. Information for two within District Three is provided for price comparison.

District	Address	Square footage	Rent per s.f. (including maintenance)	Annual Rent
3	318 Cogan Dr SE	5,000	\$ 16.00	\$ 80,000.00
3	3255 Bayside Lakes Blvd.	2,500	\$ 18.50	\$ 46,250.00
5	6100 Minton Road NW	2,000	\$ 15.95	\$ 31,900.00
5	4160 Minton Road	2,580	\$ 18.52	\$ 47,781.60
5	490 Centre Lake Drive NE	1,812	\$ 13.68	\$ 13,840.00*

*annual (12-month lease) beginning in Fiscal Year 2017/18 will be \$24,788.16.

The proposed lease is for 1,812 square feet, and in comparison to the other properties, is offered at the lowest price per square foot rate. The base rental rate for an initial four-year term will be \$9.00 per square foot, plus common area maintenance of \$4.68 per square foot (total rate: \$13.68 per square foot). The Landlord will allow four months free rent; rent payments will commence April 1, 2017. Common area maintenance (CAM) charges will begin upon lease commencement and partial months will be prorated. The initial lease term will terminate December 31, 2020, and includes an option to renew for one additional four-year term.

Total expenses for Fiscal Year 2016/17 will be approximately \$13,840.00. Funds will be transferred from General Government Operating Reserves to Rentals and Leases in FY2016/17, and will be programmed into the budget in subsequent fiscal years.

Clerk to the Board Instructions:

Exhibits Attached:

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager	Assistant County Manager, Frank Abbate	Department Director / Extension
Stockton Whitten	Assistant County Manager, Venetta Valdengo	Teresa Camarata, ext. 52543 <i>Teresa Camarata</i>



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

December 21, 2016

MEMORANDUM

TO: Teresa Camarata, Central Services Director

RE: Item VI.C.2., Lease Agreement with 1st Centre, LLC, for Lease of 1,812 Square Feet at 490 Centre Lake Drive NE, Suite 175, Palm Bay

The Board of County Commissioners, in regular session on December 20, 2016, executed and approved a Lease Agreement with 1st Centre, LLC, for lease of 1,812 square feet at 490 Centre Lake Drive NE, Suite 175, Palm Bay, to the District 5 Commissioner.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/kp

cc: Finance
Budget



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RECEIVED

DEC 28 2016

BREVARD COUNTY
PURCHASING SERVICES

Meeting Date
December 20, 2016



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Item No.	VI C 2

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Total expenses for Fiscal Year 2016/17 will be approximately \$13,840.00. Funds will be transferred from General Government Operating Reserves to Rentals and Leases in FY2016/17, and will be programmed into the budget in subsequent fiscal years.

Clerk to the Board Instructions:					
Exhibits Attached:					
Contract /Agreement (If attached):		Reviewed by County Attorney	Yes <input type="checkbox"/>	No <input type="checkbox"/>	PR <input type="checkbox"/>
County Manager	Assistant County Manager, Frank Abbate		Department Director / Extension		
Stockton Whitten	Assistant County Manager, Venetta Valdengo		Teresa Camarata, ext. 52543 <i>Teresa Camarata</i>		

THIS LEASE dated this 1st day of **JANUARY, 2017** between **1ST CENTRE, L.L.C.**, a Florida limited liability company, the Landlord, and **BREVARD COUNTY BOARD OF COMMISSIONERS**, a political subdivision of the State of Florida, the Tenant.

INTRODUCTORY PROVISIONS

Certain fundamental lease provisions are presented here solely to facilitate convenient references by parties hereto:

- a) Tenant's trade name: **BREVARD COUNTY BOARD OF COMMISSIONERS**
- b) Original term: **FOUR (4) Years**
- c) Lease commencement date: **January 1, 2017**
- d) Lease expiration date: **December 31, 2020**
- e) Rent commencement date: **May, 1, 2017**
- f) Tenant space number: **490 Centre Lake Drive NE Suite 175
Palm Bay Florida 32907**
- g) Estimated GLA in premises: **1,816 Rentable Square Feet**
- h) Tenant improvements: **Tenant to make all improvements.**
- i) Minimum rent - monthly: **\$1,362.00**
- j) Percentage rent: **N/A**
- k) Security deposit: **WAIVED**
- l) Options: **Option to renew for one (1) additional
four (4) year term**
- m) Other sums payable: **N/A**
- n) Estimated monthly expenses:

Common Area Maintenance	\$ 708.24
Total Rents:	\$ 2,070.24
Sales tax (7%)	<u>\$ EXEMPT</u>
TOTAL DUE:	\$ 2,070.24
- o) Use: **COUNTY OFFICE**

LEASE

1. PARTIES

This lease, dated JANUARY 1, 2017, is made by and between 1st CENTRE, LLC, a Florida limited liability company (hereinafter called "Landlord"), and BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter called "Tenant").

WITNESSETH:

2. PREMISES

In consideration of the mutual covenants and agreements set forth herein, Landlord leases to Tenant and Tenant leases from Landlord, for the rental and on the terms and conditions hereinafter set forth, the first floor office space designated as Suite 175 and deemed herein by the parties to be One Thousand Eight Hundred Sixteen (1,816) Rentable Square Feet as more particularly designated on Exhibit "A" (hereinafter the "Premises") in that real property situated in the City of Palm Bay, County of Brevard, State of Florida, with the address 490 Centre Lake Drive NE of Palm Bay, Florida 32907 (hereinafter the "Building") and including adequate parking, to be used for a COUNTY OFFICE. Said real property, including the land, the Premises and all easements, tenements, improvements (including the Building) and appurtenances therein, is herein called the "Property." The Building is deemed to contain 18,400 total rentable square feet.

Landlord shall allow Tenant reasonable access to the building electric lines, feeders, wiring, telephone rooms, electrical closets and other conduits, pipes and facilities to accommodate Tenant's telecommunication systems. Tenant's right to the use of and access to the Landlord's facilities shall be without charge, but for the rent provided for herein.

Tenant acknowledges that the Building contains areas intended for the use in common by all occupants of the Building. As long as Tenant occupies the Premises, Tenant and its employees, agents, and invitees shall have the right to use, in common with Landlord, its successors, assigns and other tenants, all of the common areas, except for areas reserved for the exclusive use of Landlord or other tenants or occupants of the Building. (See Exhibit "A")

Landlord hereby grants to Tenant and its employees a license to use, twenty-four hours each day and seven days a week, parking spaces on a non-exclusive, unassigned basis, all without charge during the term of this Lease. Landlord hereby agrees that no parking spaces in the area of the main entrances will be reserved. Subject to any and all present and future applicable laws, ordinances, rules, regulations, orders, and covenants promulgated by any governmental agency or body or any other agency or body having jurisdiction over the Property, Landlord hereby grants to Tenant the right to park, from time to time and without charge, additional vehicles alongside the roadway leading into the Property.

3. TERM

The term of this lease shall be for FOUR (4) years, commencing on JANUARY 1, 2017.

4. USE

Tenant shall not occupy, use, or permit any portion of the Premises to be occupied or used, for any business or purpose other than the use as set out in Section 2. Tenant shall not create any nuisance, commit waste, or interfere with, annoy or disturb any other tenants or occupants in the Building.

Landlord represents and warrants that the Premises is suitable for Tenant's intended use and complies with all applicable laws, statutes, codes and regulations. If the above representation is incorrect or if the Premises is not suitable for Tenant's intended use and/or Tenant is unable to use the Premises due to inadequate parking, lack of utilities or inadequate capacity or the building systems are not in good working order, Tenant may terminate this lease upon ten (10) days written notice to Landlord, unless Landlord shall have corrected such

conditions causing the Premises to be unsuitable for Tenant's use prior to the expiration of the ten (10) day period.

5. RENT

Except as provided herein, Tenant's obligation to pay Base Rent shall commence on MAY 1, 2017, payable in advance on the first day of the month during the term at the following address of Landlord:

1ST CENTRE, LLC
516 DELANNOY AVE.,
COCOA, FL, 32922-7814

or such other address as may be designated by Landlord. Upon execution of this Lease, Tenant agrees to pay Landlord one month advanced rent (Base Rent plus CAM in the amount of \$708.24) for a total amount of \$2,070.24.

All charges payable by Tenant under the terms of this Lease other than Base Rent are called hereinafter "Additional Rent" (also referred to as CAM). Unless this Lease provides otherwise, all Additional Rent shall be paid with the next monthly installment of Base Rent. Notwithstanding anything herein to the contrary contained in this Lease, Additional Rent for the first full calendar month following the Lease Commencement Date shall be abated. The term "Rent" shall mean Base Rent and Additional Rent.

Rent shall be prorated for the fraction of a month, when applicable, based on the number of days within the fractional month.

Tenant shall have the option of making any payments due under this Lease via electronic transfer, in which event such payments shall be made to:

Bank Name	Branch Banking & Trust Company
Bank Address	1300 S. Babcock St, Melbourne FL 32901
ABA #	263-191-387
Account Name	1st Centre, LLC
Account #	0000147003641

Tenant hereby covenants and agrees to timely pay Landlord all Rents and other sums provided to be paid to Landlord hereunder at the times and in the manner herein provided and to occupy at all times the Premises. The Tenant shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 219.70, et seq. Tenant agrees to pay Fifty (\$50.00) Dollars to Landlord for each of Tenant's checks which are returned to Landlord unpaid and acknowledges that Landlord may require that future Rent be paid by wire transfer or cashier's check after the second returned check in any one-year period. Acceptance by Landlord of less than the full amount of Rent or other charges due from Tenant shall not waive Landlord's right to demand and collect any such deficiency.

For all purposes of this Lease, "Operating Charges" (also known as CAM) shall mean any expenses incurred by Landlord, arising out of Landlord's maintenance, operation, repair, replacement (if such replacement is required under any applicable law that was not in effect or not applicable to the Property on the Lease Commencement Date), and administration of the Property, including but not limited to real estate taxes, property insurance, permits and licenses, and utility rates.

Operating Charges shall, however, exclude: (i) interest and amortization on mortgages and other debt costs or ground lease payments, if any; (ii) depreciation of buildings and other improvements (except permitted amortization of certain capital expenditures); (iii) legal fees in connection with leasing, tenant disputes or enforcement of leases; (iv) real estate brokers' commissions or marketing costs; (v) cost of improvements or alterations to tenant spaces; (vi) the cost of providing any service directly to, and paid directly by, any tenant; (vii) costs of any items to the extent Landlord receives reimbursement from insurance proceeds or from a warranty or other such third party (such proceeds to be deducted from Operating Charges in the year in which received); (viii) any inheritance, estate, gift, franchise, corporation, net income or net profits tax assessed against Landlord from the operation of the Building, any interest charges or penalties incurred as a result of Landlord's failure to timely pay real estate taxes,

transfer tax, or special assessments for improvements and/or services that arise out of or relate to the initial construction of the Building or specific items of improvement whether at the Premises or located off-site; (ix) capital expenditures, except those (a) made primarily to reduce Operating Charges or increases therein, or to comply with laws or insurance requirements (excluding capital expenditures to cure violations of laws or insurance requirements that existed prior to the Lease Commencement Date), or (b) for replacements (as opposed to additions or new improvements); provided, any such permitted capital expenditure shall be amortized (with interest at the prevailing loan rate available to Landlord when the cost was incurred) over the useful life of the item as reasonably determined by Landlord, but in no event less than five (5) years.

Notwithstanding anything to the contrary contained in this Lease, other than for increases in those components of Operating Charges over which Landlord cannot exercise direct control (hereinafter "Non-controllable Operating Charges"), the parties agree that Operating Charges will not increase by more than five percent (5%) per annum, on a non-cumulative basis. Increases in Non-controllable Operating Charges shall not be subject to such cap. For all purposes of this Lease, "Non-controllable Operating Charges" shall mean real estate taxes, property insurance, permits and licenses, and utility rates.

Tenant shall not be obligated to pay any increases in real estate taxes due to any reassessment of the Building resulting from a sale of any interest therein or any change in ownership whatsoever during the term of the Lease.

The portion of the Operating Charges that Tenant is obligated to pay to Landlord, (hereinafter "Tenant's Share"), shall be calculated by multiplying the annual Operating Charges by a fraction, the numerator of which shall be the total rentable square footage of the Premises and the denominator of which shall be the total rentable square footage of the Building, which fraction as of the Lease Commencement Date shall be 9.87%, unless otherwise set forth in the Memorandum of Lease Commencement.

In addition to the payment of Base Rent, Tenant shall pay Tenant's Share to Landlord during the term of the Lease. Each year, Landlord shall provide an estimate of the Operating Charges for the current calendar year and an estimate of Tenant's Share, if any (hereinafter the "Estimate Statement"). Tenant shall remit monthly one-twelfth (1/12th) of Tenant's Share (hereinafter the "Estimated Payment") as Additional Rent together with its payments of Base Rent. Landlord shall send a statement to Tenant detailing on a line item by line item basis all Operating Charges for the prior year and setting forth the amount representing the Tenant's Share, as reconciled for the actual Operating Charges of the prior year (the "Operating Charge Statement"). If the Operating Charge Statement indicates that the estimated Operating Charges paid by Tenant during the preceding year exceeded Tenant's Share, then Tenant shall be given a credit in the amount of the difference between the Estimated Payments made in the preceding year and the Tenant's Share against its next due installments of Operating Charges. If the Term shall have expired or have been terminated and no further Rent shall be due, Tenant shall receive a refund of such difference within 30 days after Landlord sends the Operating Charge Statement. If the Operating Charge Statement indicates that Tenant's Share exceeded the Estimated Payments, then Tenant shall remit the difference to Landlord as Additional Rent within 30 days after Tenant receives the Operating Charge Statement. If Tenant's obligation to pay Tenant's Share commences other than on January 1, or ends other than on December 31, Tenant's obligation to pay estimated and actual amounts toward Tenant's Share for such first or final calendar years shall be prorated to reflect the portion of such years included within the period for which Tenant is obligated to remit Estimated Payments. Such proration shall be made by multiplying the total estimated or actual (as the case may be) Tenant's Share for such calendar years by a fraction, the numerator of which shall be the number of days within the period for which Tenant is obligated to remit Estimated Payments during such calendar year, and the denominator of which shall be the total number of days in such year.

6. SECURITY DEPOSIT

The Security Deposit has been waived.

7. QUIET ENJOYMENT

Landlord hereby warrants that Landlord has the right to lease the Premises to Tenant and that the individuals executing this lease are fully authorized to and legally capable of executing this lease on behalf of Landlord. Landlord covenants that Tenant shall, while Tenant is not in default of the terms of this lease, peaceably and quietly hold and enjoy the Premises for

the lease term, without interference or hindrance from Landlord, persons claiming by or through Landlord or other third parties.

Landlord and Tenant agree, at the request of either party, concurrently with the execution of this lease, they shall execute a memorandum of this lease suitable for recording, which at the option of either party may be recorded.

8. LANDLORD'S ACCESS TO THE PREMISES

Provided that the exercise of such rights does not unreasonably interfere with Tenant's use or occupancy of the Premises, Landlord shall have the right to enter the Premises at reasonable times during normal business hours and upon reasonable advance notice to Tenant (except in the case of an emergency) for the purpose of making alterations, repairs or improvements to the Premises, or to show the Premises to prospective tenants, and for other reasonably related and lawful purposes.

9 COMPLIANCE WITH LAWS

During the term of this lease, Landlord shall, at Landlord's sole cost and expense, promptly comply with any and all present and future applicable laws, ordinances, rules, regulations, orders and covenants, whether promulgated by a state, federal, or municipal body or any other agency or body having jurisdiction over the Property. Landlord shall perform, or cause to be performed, any alterations, repairs, improvements or replacements related to the use, condition or occupancy of the Property which are necessary in order to comply with any and all laws, including but not limited to, laws relating to design, construction, energy conservation, environmental matters, fire, health, and safety.

Should Landlord fail to comply with any such laws, rules or regulations, Tenant may, at its option, upon notice to Landlord as provided in Section 21, make any such repairs, alterations or replacements and reduce the rental due hereunder in the amount of the costs incurred by Tenant.

10. ALTERATIONS AND FIXTURES

Tenant shall not, except with Landlord's prior written consent, which shall not be unreasonably withheld or delayed, make or cause to be made any major alterations, decorations, additions or improvements to the Premises. It is further understood and agreed by and between the parties hereto that if Tenant installs furniture, fixtures or other equipment with the written consent of Landlord, the furniture, fixtures or other equipment may be detached and removed by Tenant at the expiration of this lease, by the lapse of time or otherwise, provided the rent or other charges upon Tenant are fully paid.

11. END OF TERM HOLDOVER

If TENANT should remain in possession of the Leased Premises after the termination or expiration of the term without the execution by LANDLORD and TENANT of a new lease, then TENANT shall be deemed to be occupying the Leased Premises as a tenant at sufferance, subject to all the covenants and obligations of this Lease and at a daily rental rate of one and ½ times (1.5X) the per day Rent in effect immediately prior to such expiration or termination, computed on the basis of a thirty (30) day month, but such holding over shall not extend the term.

12. SERVICES

Landlord shall operate and maintain the Building and Property in a manner comparable to other first class suburban office buildings in the Palm Bay area and shall also provide the following utilities and services (the cost of which shall be included in Operating Charges, except as otherwise provided below).

Landlord, at its own expense, shall install separate meters or sub-meters to measure the provision of electricity to the Premises sufficient for standard office purposes, including, but not limited to, fluorescent and incandescent lighting, including task and task ambient lighting

systems, normal equipment. Tenant shall arrange with the appropriate utility companies for the provision of services and the payment of the metered or sub-metered cost of such electricity services at Tenant's expense. Tenant shall pay to the appropriate utility companies all charges for such electricity services as and when such charges become due and payable. Modification of any existing sub-meters that would otherwise service space outside the Premises shall be at Landlord's sole cost and expense.

Landlord shall provide trash dumpsters at the Building and arrange to have refuse collected on a regular basis.

Landlord shall provide water and sewer to all common areas of the Building and within the Premises (the cost of which shall be included in the CAM/Operating Charges).

Landlord shall provide window washing of the outside of those windows in the Building's perimeter walls at intervals to be determined by Landlord, but in no event less than One (1) times per calendar year for the exterior portion of such windows.

Landlord shall provide a tenant directory in the lobby of the Building. Landlord shall maintain the plumbing, electrical, heating, ventilating and common area air conditioning systems in good working order. Tenant shall have the right to engage its own telecom provider and such provider will have POE and riser access allowing a direct pathway to the Premises.

Tenant shall have access to the Building twenty-four (24) hours per day each day of the year.

Tenant shall, at its own cost and expense, be responsible for providing janitorial service for the Premises.

Landlord reserves the right to stop any service or utility system when necessary by reason of accident or emergency, or until necessary repairs have been completed, provided, however, that in each instance of stoppage, Landlord shall exercise reasonable diligence to eliminate the cause thereof. Except in the case of emergency repairs, Landlord will give Tenant not less than fourteen (14) days advance written notice of any contemplated stoppage and will use reasonable efforts to avoid unnecessary inconvenience to Tenant.

13. HAZARDOUS WASTE DISPOSAL

(a) For purposes of this Lease, "Hazardous Materials" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, (i) petroleum, PCB's, asbestos, materials known to cause cancer or reproductive problems; (ii) any materials, substances and/or wastes, including, without limitation, infectious waste, medical waste and potentially infectious biomedical waste, which are or hereafter become regulated by any local governmental authority, the State of Florida or the United State; (iii) all biological, bio-hazardous, infectious or other medical waste; and (iv) substances defined a "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and all other corresponding or related State of Florida and local statutes, ordinances and regulations, including, without limitation, any dealing with underground storage tanks; and any other environmental law, regulation or ordinance now existing or hereinafter enacted (collectively, "Hazardous Materials Laws").

(b) TENANT, and all of its officers, directors, employees, representatives, agents, contractors, subcontractors, successors, assigns, lessee, sub-lessees, concessionaires, invitees and any other occupants of the Premises (collectively, "Tenant Representatives"), shall abide by all Hazardous Materials Laws and other municipal, county, state and federal statutes and laws, ordinances, administrative rules and regulations and guidelines applicable to the disposal of Hazardous Materials. TENANT shall not use, handle, deposit or dispose of any Hazardous Materials which requires special handling into the waste disposal facilities provided by LANDLORD except in a manner in compliance with all applicable Hazardous Materials laws. TENANT shall, at TENANT'S expense, employ or engage private waste management services to dispose of any and all waste of TENANT which must be handled in any manner other than general waste collection provided by LANDLORD through public or private waste collection service. Without limiting the foregoing, TENANT shall employ or engage a licensed waste disposal service to provide any required containers or storage facilities and to remove any

Hazardous Materials which TENANT must handle in a manner as provided for by Hazardous Materials Laws.

(c) TENANT hereby agrees that TENANT and TENANT'S Representatives shall not use, generate, manufacture, refine, produce, process, store or dispose of, on, under or about the Premises or the Project, or transport to or from the Premises or the Project in the future for the purpose of generating, manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials, except in compliance with all applicable Hazardous Materials Laws. Furthermore, TENANT shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for the storage or use by TENANT or any of TENANT'S Representatives of Hazardous Materials on the Premises, including (without limitation) discharge of (appropriately treated) materials or wastes only as provided by law.

(d) If at any time during the Lease term (or any extended term) any contamination of the Premises or the Project by Hazardous Materials shall occur, where such contamination is caused by the act or omission of TENANT or TENANT'S Representatives ("Tenant Contamination"), then TENANT, at its sole cost and expense, shall promptly and diligently remove such Hazardous Materials from the Project or the groundwater underlying the Project to the extent reasonably possible in accordance with the requirements of the applicable Hazardous Materials Laws and industry standards then prevailing in the Hazardous Materials management and remediation industry in Florida. However, TENANT shall not take any required remedial action in response to any TENANT'S Contamination in or about the Project or enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to any TENANT'S Contamination without first notifying LANDLORD and any Mortgagee of TENANT'S intention to do so, and affording LANDLORD and any Mortgagee the opportunity to appear, intervene or otherwise appropriately assert and protect their interests with respect thereto.

(e) In addition to all other rights and remedies of LANDLORD or any Mortgagee, if TENANT does not promptly and diligently take all steps to prepare and obtain all necessary approvals of a remediation plan for any TENANT'S Contaminations and thereafter commence the required remediation of any Hazardous Materials released or discharged in connection with TENANT'S Contamination within thirty (30) days after LANDLORD and any Mortgagee have reasonably approved TENANT'S remediation plan and all necessary approvals and consents have been obtained, and thereafter continue to prosecute said remediation to completion in accordance with the approved remediation plan, then LANDLORD or any Mortgagee, at their sole discretion, shall have the right, but not the obligation, to cause said remediation to be accomplished, and TENANT shall reimburse, within fifteen (15) business days of demand for reimbursement, all amounts reasonable paid by LANDLORD (together with interest on said amounts at the highest lawful rate until paid), when said demand is accompanied by proof of payment of the amount demanded. TENANT shall promptly deliver to LANDLORD, and any Mortgagee, copies of Hazardous Waste Manifest reflecting the legal and proper disposal of all Hazardous Materials removed from the Project as part of TENANT'S remediation of any Tenant's Contamination.

(f) Each party hereto (for purposes of this Section XVI, a "Notifying Party") shall immediately notify the other party (the "Notice Recipient") in writing of: (i) any enforcement, clean-up, removal or other governmental or regulatory action instituted, contemplated or threatened concerning the Project pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any person against the Notifying Party or the Project relating to damage contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials on or about the Project; and (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Project including any complaints, notices, warnings or asserted violations in connection therewith, all upon receipt by the Notifying Party of actual knowledge of any of the foregoing matters. Notifying Party shall also supply to Notice Recipient as promptly as possible, and in any event within five (5) business days after Notifying Party first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or TENANT'S use thereof.

14. MAINTENANCE AND REPAIRS

Landlord's Obligations:

Landlord shall maintain the Property, including the Building and Premises, in good order and repair, consistent with first class office buildings. Landlord shall, at its cost, maintain, repair

or replace structural and capital elements and equipment, including exterior and interior walls, roof and roofing, foundation, glass, doors, heating, ventilating and common area air conditioning systems, electrical systems, plumbing, (including the computerized components of mechanical, electrical and engineering systems), sidewalks, parking lots, driveways, all common areas, and like structural or capital elements and equipment. Landlord will be responsible for the repair of the HVAC unit.

Tenant's Obligations:

Tenant shall maintain the Premises in a clean, orderly and sanitary condition. Tenant shall be responsible for routine repairs and maintenance of the Premises.

Landlord shall deliver the HVAC systems in good operating condition. Tenant shall maintain in place a service contract for the routine maintenance and repair of the HVAC systems provided by Landlord exclusively servicing the Premises.

Tenant shall, throughout the term, take good care of the Premises and fixtures and appurtenances therein, and make all routine and nonstructural/noncapital repairs thereto as and when needed to preserve the Premises in good order and condition.

At the expiration or other termination of this lease, Tenant will surrender peaceable possession of the Premises in as good condition as they were at Lease Commencement Date, excepting reasonable wear and tear, and damage by third parties, fire or other casualty. Tenant shall give Landlord prompt notice of any accident or needed repairs or replacements.

15. IMPROVEMENTS

Tenant's Responsibility

TENANT, at Tenant's expense, agrees to promptly commence to construct the Premises in conformity with the plans and specifications attached hereto as Exhibit "B" ("Plans") and agrees that such work shall continue to be conducted diligently and continuously until completion. All such work shall be performed by properly licensed contractors and sub-contractors in accordance with all applicable laws, ordinances and regulations, including applicable building restrictions, ADA regulations health, safety, environmental, zoning and land use codes and that the Premises have been constructed in compliance with any and all laws, rules, regulations and building codes and all building fire alarms, fire sprinklers, smoke detectors, exit lights, life safety and other equipment and building code requirements are installed and operational in the Premises. Tenant shall assure that all such contractors and sub-contractors maintain all legally required insurance coverage's and a reasonable amount of general liability insurance. Except as provided below, Landlord shall have no responsibility for payment of any of the costs of the Premises, and, unless Landlord should otherwise agree, in Landlord's sole discretion, Landlord shall have no responsibility in any event for compensating, insuring or providing any benefits whatsoever for any contractors, sub-contractors, their employees, material men or suppliers in connection with the Premises.

Landlord's Contribution:

Landlord assures that (a) the Building and its common areas (including, but not limited to, parking lot) are in a condition comparable to first class office buildings in the area; (b) the HVAC, electricity, and plumbing systems serving the Premises are in good working order and operation and (c) fiber optic cable service is available to Tenant at the Premises in a manner conducive to Tenant's business.

16. ASSIGNMENTS AND SUBLEASES

Tenant agrees not to assign or sublet all or any part of the Premises without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Tenant's subtenants shall have rights to further sublease subject to Landlord's prior written consent. Landlord shall deliver recognition agreements to Tenant's subtenants, if requested. In the event any such subleasing or assignment shall be to any of Tenant's subsidiaries or affiliated companies of Tenant, then Landlord's consent to same shall not be required. If Tenant exercises its subletting or assignment rights as to less than all of the space or to an affiliate, Landlord shall not have any form of recapture rights. Tenant shall retain any and all profits resulting from any sublease or assignment and may sublease either to or from other tenants in the Building.

17. INDEMNIFICATION AND HOLD HARMLESS

Landlord and Tenant shall indemnify and save each other harmless from and against any and all liabilities, claims and costs (including reasonable attorney's fees, penalties and fines) for death, injury or damages to persons, or property during the term of this lease, arising from the Party's own (or that of its agents and/or employees) (a) default in the performance of its obligations under this lease, or (b) the negligence, willful misconduct, or omissions. If any action or proceeding is brought against the other based upon any such claim, the party at fault shall cause such action to be defended at its expense by counsel reasonably satisfactory to the other party. This hold harmless and indemnity shall survive termination of this lease.

Likewise, the Tenant is a political subdivision of the State of Florida, as defined in Section 768.28, Florida Statutes, and agrees to be responsible for acts and omissions of its agents or employees when required by law. Nothing herein is intended to serve as a waiver of sovereign immunity by Tenant to the extent sovereign immunity may be applicable or a waiver of any of the provisions/caps on payment of claims/judgments set forth in sec. 768.28(5). Nothing herein shall be construed as consent by Tenant to be sued by third parties in any matter arising out of this Lease or any other contract.

Nothing in this provision is intended to require a party to indemnify or hold harmless the other party for the other party's negligence.

18. FORCE MAJEURE

In the event Landlord or Tenant is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lockouts, labor troubles, casualties, failure or lack of utilities, governmental laws or regulations, riots, insurrection, war, acts of God, or other causes beyond the reasonable control of Landlord or Tenant, neither party shall be liable for the delay, and the period for the performance by either party shall be extended for a period equivalent to the period of such delay. The foregoing shall be inapplicable to the payment of rent by Tenant and to the delivery of the Premises by Landlord.

19. HAZARDOUS MATERIALS

Landlord warrants that neither Landlord, nor to Landlord's knowledge, has any third party used, generated, managed, treated or disposed of any regulated or environmentally hazardous substance on, under or about the Premises or Property, or transported any regulated or environmentally hazardous substance to or from the Premises or Property. Landlord further warrants that it has no knowledge of the presence of any regulated or environmentally hazardous substances in, on or within reasonable proximity to the Premises or Property, nor of any existing violations of any laws, rules, regulations or ordinances, including without limitation, any environmental laws against or upon the Premises or Property. Should Landlord or Tenant, during the term of this lease, or any extensions thereof, become aware of the existence of any regulated or environmentally hazardous substance being present on the Premises or Property, and such substance was not introduced to the Premises or Property by Tenant, Landlord shall promptly remove the source of said substance. If Landlord is unable, for any reason, to promptly cure said condition then Tenant may terminate this lease at Tenant's option. Landlord further warrants that it will indemnify and hold Tenant harmless from any and all losses, claims, injuries, or causes of action (including reasonable attorney's fees) arising out of or caused by the existence of any such hazardous or regulated substances, not created by or brought on the Premises or Property by Tenant, during the term and any renewals of this lease. This indemnification and hold harmless provision shall survive termination of this lease.

20. DESTRUCTION OF THE PREMISES/PROPERTY

If during the term of this lease, the Property is destroyed or damaged in whole or in part by fire or other casualty (even if only part of the Building other than the Premises is damaged), Landlord shall promptly and diligently repair the Property unless the lease is terminated as hereinafter provided. To the extent the Premises is not useable for its intended purpose, rent shall abate until such repairs and restoration are made, or until the lease is terminated as hereinafter provided; further provided, however, that if such fire or other casualty is caused by the fault or negligence of Tenant, its employees or agents, Tenant shall not be entitled to any such abatement.

Within thirty (30) days of the date of such damage, Landlord shall provide Tenant with Landlord's anticipated time frame for the restoration. If the damage, whether to the Premises alone, another part of the Building, or both, renders the Premises untenable for Tenant's intended purposes in whole or in part, and is so extensive that Landlord cannot or does not restore or repair the Property to pre-casualty condition within a period of three (3) months from the date of such fire or other casualty, either party shall have the right to terminate this lease by notice to the other party. In the event the damage, in Landlord's reasonable opinion, can be restored to pre-casualty condition within a period of three (3) months from the date of such fire or other casualty, Landlord shall undertake to restore the Premises and the Building in a prompt and diligent manner.

21. EMINENT DOMAIN

If any part of the Property shall be taken or condemned by eminent domain or sale in anticipation thereof and renders the Premises unsuitable for the business of Tenant, the term of this lease shall cease and terminate as of the date title to the Property vests in the condemning authority.

All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the Property, shall be the property of the Landlord, whether awarded as compensation for diminution in the value of the leasehold or to the fee of the Property or otherwise, and Tenant hereby assigns to Landlord all of Tenant's right, title and interest in and to any and all such compensation; provided, however, that Landlord shall not be entitled to any award properly belonging to Tenant, including, but not limited to, an award for the taking of Tenant's trade fixtures or furniture, or an award for moving expenses.

22. DEFAULT

Landlord:

If Landlord defaults in the performance of any term, covenant, or condition required to be performed by it under this lease in a manner that significantly hinders Tenant's ability to conduct its business, Tenant may elect either one of the following:

(a) After not less than thirty (30) days written notice (or such lesser notice as is reasonable in the event of emergency repairs) to Landlord, Tenant may remedy such default by any necessary action, and in connection with such remedy may pay expenses and employ counsel; all sums expended or obligations incurred by Tenant in connection therewith shall be paid by Landlord to Tenant on demand, and on failure of such reimbursement, Tenant may, in addition to any other right or remedy that Tenant may have, deduct the cost and expenses thereof from rent due hereunder; or

(b) Elect to terminate this lease on giving to Landlord at least forty-five (45) days written notice in which Tenant has specifically stated the default and its intention to terminate the lease, thereby terminating this lease on the date designated in such notice, unless Landlord shall have cured such default prior to expiration of the forty-five (45) day period; provided however, that if the nature of Landlord's default is such that more than forty-five (45) days are reasonably required for its cure, then Landlord shall not be deemed to be in default if Landlord commences such cure within said forty-five (45) day period.

The aforesaid remedies or rights shall be in addition to any and all rights or remedies available to Tenant at law or in equity.

Tenant:

(a) Upon the non-payment of the whole or any portion of rent, or any other payment required to be made by Tenant hereunder, at the time same becomes due and payable, where such failure shall continue for a period of five (5) days after written notice thereof by Landlord to Tenant; or

(b) In the event of a nonmonetary default by Tenant where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion;

Then Landlord may: (a) choose not to re-enter but to hold Tenant responsible for all terms of this lease, (b) re-enter the Premises and terminate this lease and hold Tenant responsible for all damages resulting from the breach; or (c) re-enter the Premises, keep this lease intact, and attempt to re-let the Premises on behalf of Tenant as Tenant's agent. Upon re-entering the Premises, Landlord may re-let the Premises or any part thereof for such term, on such conditions, and at such rental as Landlord may deem advisable with the right to make alterations and repairs to the Premises and no such re-entry shall be considered or construed to be forcible entry or detainer.

Notwithstanding anything in this lease to the contrary, Landlord shall make a good faith effort to mitigate its damages after an event of default by Tenant.

23. SIGNS

Tenant will not place any signs or other advertising matter or material on the exterior or on the interior of the Premises (which can be seen from the exterior) or of the Building without the prior written consent of the Landlord which shall not be unreasonably withheld or delayed.

Tenant will be provided a minimum of one (1) box on the pylon sign. Signage will be installed at the sole expense of the Tenant. Subject to finalized drawings and approval by both Tenant and Landlord.

At termination of the lease, Tenant will be responsible to have their signage removed and repair any damage to the building and pylon sign, at their own expense.

24. RULES AND REGULATIONS

Landlord shall have the right from time to time to prescribe reasonable rules and regulations for Tenant's use of the Premises and common areas upon written advance notice to Tenant. Tenant shall observe and comply with such rules, if any, provided that such rules and regulations are consistent with the terms and provisions of this lease.

25. AMERICANS WITH DISABILITIES ACT

Landlord agrees to comply with all requirements of the Americans with Disabilities Act (Public Law 101-336 (July 26, 1990) the "Act") applicable to the Premises and applicable to the Building and Property to accommodate Tenant's employees, invitees and customers. Landlord acknowledges that it shall be wholly responsible for any accommodations or alterations which need to be made at any point during the term as same may be extended, to the Premises, Building, or Property to accommodate Tenant's employees, customers and invitees and/or to otherwise comply with the Act. Landlord agrees to indemnify and hold Tenant harmless from any and all expenses, liabilities, costs or damages suffered by Tenant or Tenant's employees, invitees and customers as a result of Landlord's failure to fulfill its aforesaid responsibilities regarding making such accommodations and alterations referenced in the preceding sentences. No provision in the lease should be construed in any manner as permitting, consenting to or authorizing Landlord to violate requirements under such Act and any provision of the lease which could arguably be construed as authorizing a violation of the Act shall be interpreted in a manner which requires compliance with such Act and is hereby amended to require such compliance. Tenant shall cooperate fully with Landlord to enable Landlord to timely comply with the provisions of the Act. Both Landlord and Tenant agree to inform each other immediately of any notice Landlord or Tenant receives regarding complaints, inquiries or claims by anyone alleging a violation of the Act.

26. NO JOINT VENTURE

Nothing contained herein, nor the acts of the parties, shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or similar relationship or arrangement, it being understood that the relationship between the parties is solely that of Landlord and Tenant.

27. INSURANCE

Tenant, at its own expense, shall maintain during the term of this lease commercial general liability insurance in a combined single limit of \$1,000,000 bodily injury (including loss of life), and property damage arising in any one occurrence.

Landlord, at its own expense, shall maintain during the term of this lease a fire, extended coverage or all-risk property insurance policy for the full replacement cost of the Building.

28. ATTORNEY'S FEES/NON JURY TRIAL

In the event of any legal action to enforce the terms of this Lease, each party shall bear its own attorney's fees and costs. Any trial to enforce or interpret the terms of this Lease shall be non-jury.

29. SUCCESSORS AND ASSIGNS

Each of the provisions of this lease shall extend to and shall, as the case may require, bind or inure to the benefit of Landlord and Tenant, and their respective subsidiaries, affiliates, heirs, legal representatives, successors and assigns.

In the event the Landlord should sell the Property, including the Premises, the sale shall include full assignment of the terms and conditions of this lease and Tenant's right to possession of the Premises shall not be disturbed.

30. HEADINGS

The titles and headings of this lease are for convenience and reference only and shall not in any way be deemed a part of this lease for the purpose of construing or interpreting the meaning thereof, or for any other purpose.

31. GOVERNING LAW

This lease shall be governed, interpreted, and construed in accordance with the ordinances of Brevard County and laws of the State of Florida. Any action brought to enforce the terms or litigate the terms of this Lease shall be brought in the venue of Brevard County, Florida. Any federal action may only be initiated in the Middle District Court, Orlando Division.

32. ENTIRE AGREEMENT

This lease contains the entire agreement and understanding between Landlord and Tenant relating to the leasing of the Premises and obligations of Landlord and Tenant. This lease supersedes any and all prior or contemporaneous agreements and understandings between Landlord and Tenant, and shall not be modified or amended unless both Landlord and Tenant agree in writing.

33. NOTICES

The parties may be notified by certified or registered mail or overnight delivery service with verification of delivery as follows:

Landlord: 1ST CENTRE, L.L.C.
Mailing Address: 516 DELANNOY AVENUE
COCOA FL 32922-7814
CONTACT: LYNDA VINCENT, PROPERTY MANAGER

Telephone #: 321-632-4713
Email: lynda@eksdevelopment.com
Taxpayer Identification Number: 27-1367030

Tenant: BREVARD COUNTY BOARD OF COMMISSIONERS
Mailing Address: 2575 JUDGE FRAN JAMIESON WAY, SUITE 301
VIERA, FL 32940
TELEPHONE #: (321) 633-2050
(321) 633-2051 (FAX)
CONTACT: Mary Bowers, Support Services Manager
Brevard County Facilities Department
EMAIL ADDRESS: mary.bowers@brevardfl.gov

Taxpayer Identification Number:

34. USE OF NAME.

Anything in this lease to the contrary notwithstanding, Landlord expressly agrees that Landlord shall not disclose or otherwise identify Tenant or any of its subsidiaries or affiliates orally or in any of Landlord's advertising, publications, or other media, which is displayed or disseminated to Landlord's tenants, potential tenants or other parties.

35. RIGHT TO AUDIT/PUBLIC RECORDS.

By giving Landlord written notice within one hundred eighty (180) days upon receipt of Landlord's Operating Charge Statements, Tenant may dispute in writing any costs passed through by the Landlord to the Tenant, and/or Tenant shall have the right to audit and photocopy Landlord's records related to the calculation of these costs. Landlord shall supply requested documentation electronically, if available, and cooperate in assembling and providing any other reasonable data. Notwithstanding any dispute, Tenant shall pay Landlord the sums required as set forth in this Lease. Tenant agrees to maintain the confidentiality of all information provided by Landlord, and Landlord agrees to cooperate with Tenant to resolve any audit concerns. After resolution of the dispute, Landlord and Tenant agree that any required rental adjustments will be remitted to the other within five (5) days and the appropriate adjustment will be made to the monthly rental payment as required in this Lease. Landlord shall allow Tenant's auditors to be compensated by Tenant in any manner Tenant determines. If the audit reveals that Tenant overpaid Operating Charges by more than two percent (2%), then Landlord shall reimburse Tenant for its reasonable costs in conducting said audit. Tenant's audit rights shall survive the termination or expiration of the Lease.

In the performance of this Lease, the Landlord shall keep books, records, and accounts of all activities, related to the Lease, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Lease shall be open to inspection during regular business hours by an authorized representative of the Tenant and shall be retained by the Landlord for a period of five years after termination of this Lease. All records, books and accounts related to the performance of this Lease shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes.

No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the Tenant, under this Lease shall be subject to copyright by Landlord in the United States or any other country.

Both parties understand that Brevard County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes and all other applicable. If records provided by the Contractor do not fall under a specific exemption under Florida or federal law, the records provided by the Contractor to the County must be provided to anyone making a public records request. It will be the Contractor's (proposer's) duty to identify the information which it deems is exempt under

Florida or federal law and identify the statute number which requires the information be held exempt.

Should any person or entity make a public records request of the Tenant which requires or would require the Tenant to allow inspection or provide copies of records which the Landlord maintains are exempt under the Public Records Law or otherwise confidential, it shall be the Landlord's obligation to provide the Tenant within 24 hours (not including weekends and legal holidays), of notification to the Landlord by the Tenant of the records request, of the specific exemption or confidentiality provision to allow the Tenant to comply with the requirements of Florida Statute 119.07(1)(e) and (f). Should the Tenant face any kind of legal action to require or enforce inspection or production of any records provided by the Landlord to the County which the Landlord maintains are exempt or confidential from such inspection/production as a public record, the Landlord shall hire and compensate attorney(s) who shall represent the interests of the Tenant, as well as the Landlord, in defending such action. The Landlord shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to Fla. Stat. 119.12.

36. OPTION TO RENEW

In the event Tenant is not then in default in any of its obligations under this lease, Landlord hereby grants to Tenant an option to renew this lease for ONE (1) additional FOUR (4) year lease term with an EIGHT (8%) percent increase in the rent.

To exercise this option, Tenant shall give Landlord a thirty (30) day written notice of Tenant's intent to renew this lease.

37. SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT

Landlord hereby agrees that it shall, concurrently with the execution and delivery of this Lease obtain and deliver in favor of Tenant a commercially reasonable non-disturbance agreement from each mortgage holder for the Building and ground lessor ("SNDA") which shall be on the standard form of such first mortgage holder or ground lessor assuring Tenant that, notwithstanding any default by Landlord to the lender or the ground lessor or any foreclosure or deed in lieu thereof, Tenant's rights under this Lease shall continue in full force and effect and its possession of the Premises shall remain undisturbed, except in accordance with the provisions of this Lease, so long as Tenant is not in default hereunder so as to permit Lease termination.

Tenant hereby agrees to give any holder of any first mortgage on the Building, by registered or certified mail, a copy of any default notice served upon Landlord by Tenant provided Tenant has been provided advance written notice of the name and address of such first mortgage holder.

Notwithstanding the above or anything to the contrary in the Lease, Landlord understands and agrees, that all successors, heirs, and assigns must observe Tenant's quiet enjoyment and right to occupy the Premises pursuant to the provisions and terms of the Lease as provided herein, unless Tenant commits an uncured event of Default.

If any mortgagee of the Building or ground lessor shall come into possession of ownership of the Premises or acquire Landlord's interest by foreclosure of the mortgage or otherwise, Tenant shall attorn to such party upon their request.

38. CONSENT

In all cases where consent or approval shall be required of either Tenant or Landlord pursuant to the lease, the giving of such consent shall not be unreasonably withheld, delayed, or conditioned by the party from whom such consent is required.

39. WIRELESS TECHNOLOGY

Tenant shall have the right to install wireless telecommunications and networking equipment in the Premises.

40. BROKERAGE FEE

N/A

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

LANDLORD:

1ST CENTRE, L.L.C.,

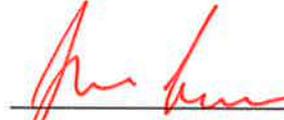
a Florida limited liability company



Witness Signature



Witness Signature



JIM SWANN, TRUSTEE

MANAGING MEMBER

TENANT:

BREVARD COUNTY BOARD OF

COMMISSIONERS, a political

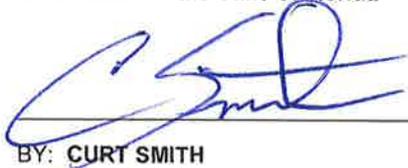
subdivision of the State of Florida



Witness Signature



Scott Ellis, Clerk of Court



BY: **CURT SMITH**

AS: Chairman

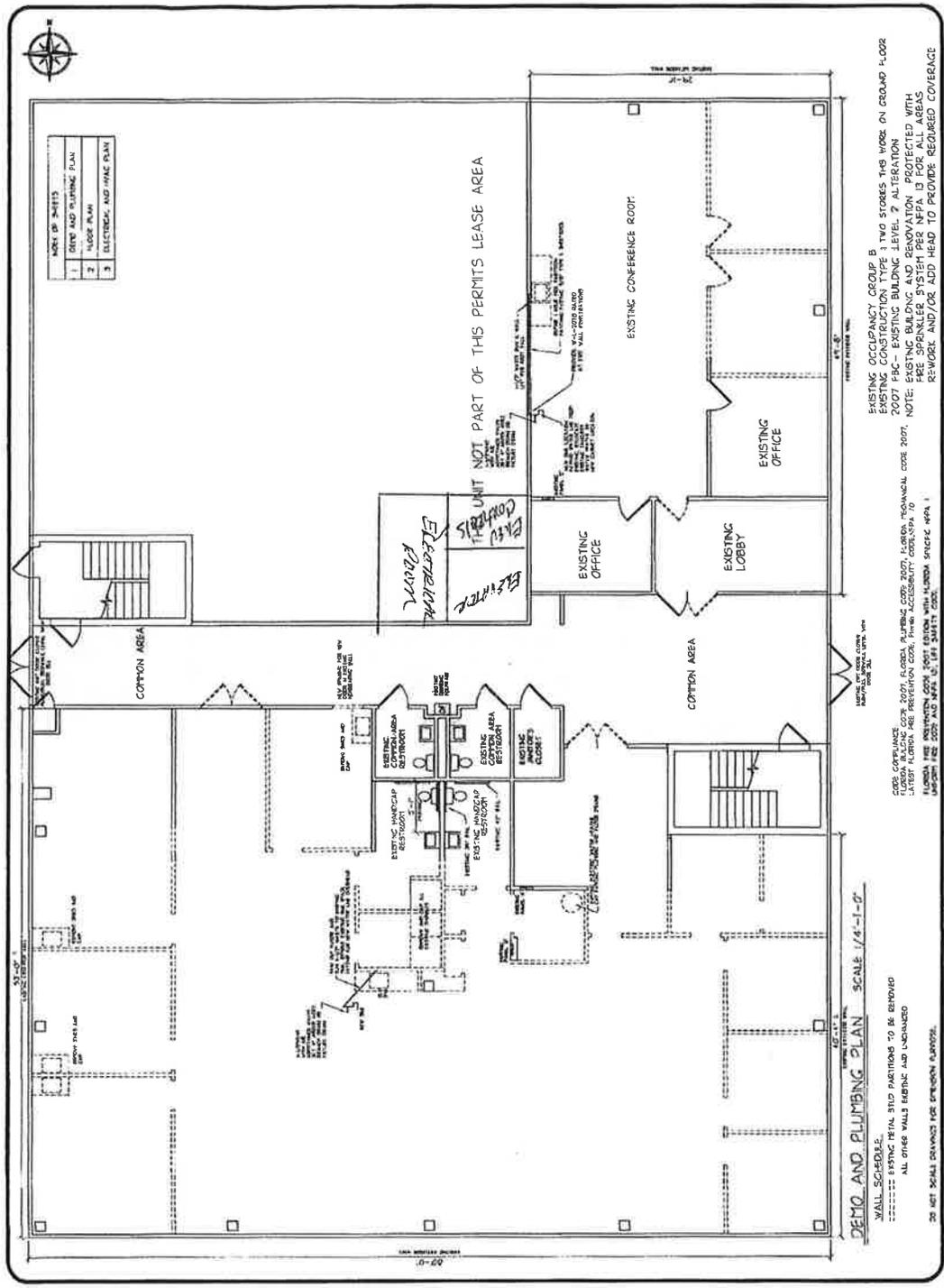
As approved by the Board: 12/20/2016

DATE	DESCRIPTION	BY

JOSEPH R. VISLAY, ARCHITECT
 628 EAST HERBERT AVENUE, SUITE C
 TAMPA, FLORIDA 33604
 TELEPHONE: (813) 241-6100 FAX: (813) 451-1555
 AFR0004459

INTERIOR RENOVATIONS
 FOR
 STATE FARM
 490 CENTRE LAKE BLVD., NW PALM BAY, FLORIDA

DATE	DESCRIPTION	BY



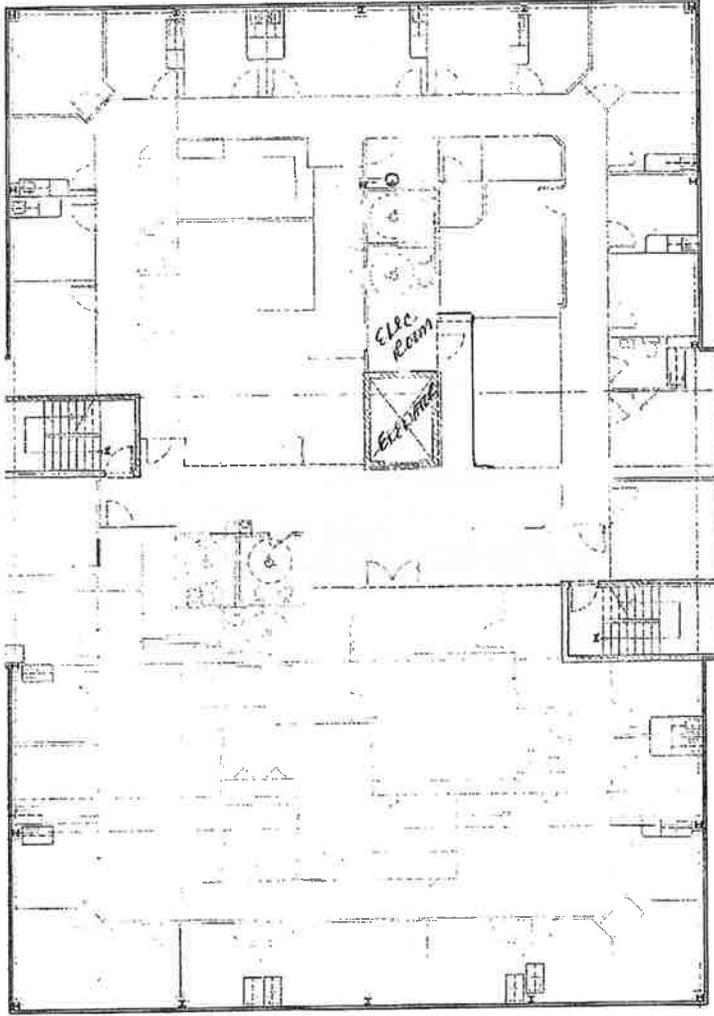
NO. OF SHEETS	
1	DEM. AND PLUMBING PLAN
2	WALL SCHEDULE
3	ELECTRICAL AND HVAC PLAN

EXISTING OCCUPANCY GROUP B
 EXISTING CONSTRUCTION TYPE 1 TWO STORES THIS WORK ON GROUND FLOOR
 2007 FBC - EXISTING BUILDING LEVEL 2 ALTERATION
 NOTE: EXISTING BUILDING OCCUPANCY GROUP B AND EXISTING CONSTRUCTION TYPE 1
 REWORK AND/OR ADD HEAD TO PROVIDE REQUIRED COVERAGE

2007 FBC - EXISTING BUILDING LEVEL 2 ALTERATION
 NOTE: EXISTING BUILDING OCCUPANCY GROUP B AND EXISTING CONSTRUCTION TYPE 1
 REWORK AND/OR ADD HEAD TO PROVIDE REQUIRED COVERAGE

DEM. AND PLUMBING PLAN SCALE 1/4" = 1'-0"
 WALL SCHEDULE
 EXISTING METAL STUD PARTITIONS TO BE DEMOLISHED
 ALL OTHER WALLS BEING AND UNCHANGED
 DO NOT SCALE DRAWINGS FOR DIMENSION PURPOSES

EXHIBIT "A"
 1ST FLOOR
 1ST CENTER, 490 CENTRE LAKE DRIVE
 1ST FLOOR COMMON AREA

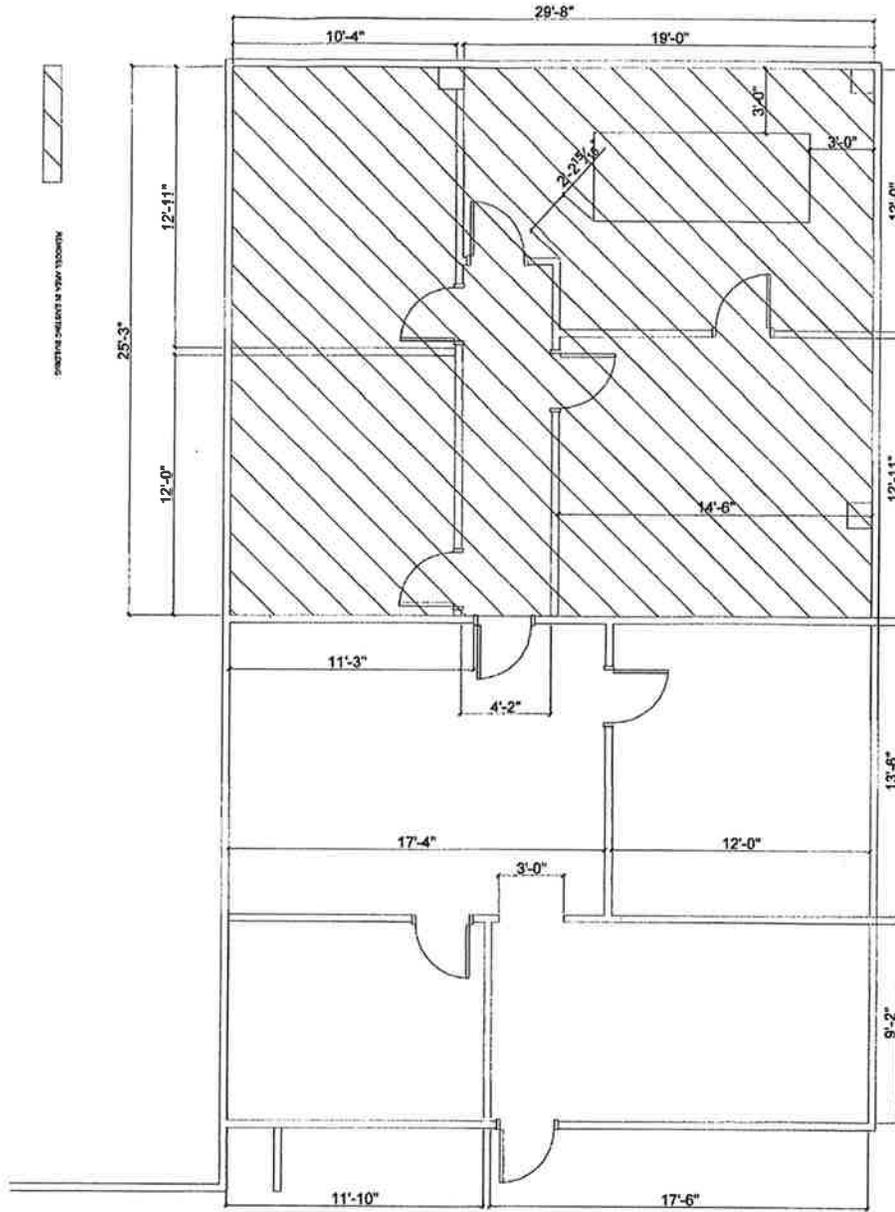


Suite 201
4,595 RSF

Suite 200
4,304 RSF

1st Centre
490 Centre Lake Dr NE
2nd Floor
Common Area

Exhibit "A"
Page 2



DIMENSIONS SHOWN IN THIS DOCUMENT
 UNLESS NOTED OTHERWISE

Exhibit "B"
 Tenant Improvements