

SUBLICENSE AGREEMENT

THIS SUBLICENSE AGREEMENT, made this 21 day of April, 2005, between Pinellas County, a political subdivision of the State of Florida hereinafter referred to as "County" or "Licensee" and WorkNet Pinellas, Inc., a Florida Non Profit organization, hereinafter referred to as Sublicensee"

WITNESSETH

WHEREAS, the EpiCenter will be a full-service center designed to assist business and industry with education, training, expansion and/or relocation in Pinellas County; and

WHEREAS, the County provided funds to St. Petersburg College (SPC) in February 2001 for the EpiCenter; and

WHEREAS, the Board of County Commissioners approved an EpiCenter Operations Agreement ("EpiCenter Agreement") and an Interlocal Agreement between Pinellas County and the Board of Trustees of St. Petersburg College on October 21, 2003, as shown as Exhibits "2" and "3" respectfully, attached hereto and made a part hereof; and

WHEREAS, pursuant to the EpiCenter Agreement the County will have use of office, storage and shared space at the EpiCenter; and

WHEREAS, the Sublicensee desires to locate its offices at the EpiCenter in space provided for use by the County; and

NOW THEREFORE the parties agree to the following:

1. PREMISES:

In consideration of the Sublicense Fee ("Rent") hereinafter agreed to be paid by Sublicensee to SPC and in consideration of the covenants of the respective parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided, County does hereby sublicense and let unto the Sublicensee, and Sublicensee does hereby sublicense from County, those certain Premises consisting of 12,179 square feet as shown on Exhibit "4" and as will be reflected in an Amended EpiCenter Agreement, located at 13805 58th St. N., Suite 2-140, Largo, Florida situated in Pinellas County, Florida as described in Exhibit "1" attached hereto (hereinafter referred to as the "Premises").

2. TERM AND SUBLICENSE FEE:

This Sublicense is for a term of three (3) years. The annual budget sums due as provided in Section 2 of Exhibit "2" herein shall be paid to the College in arrears, in twelve monthly installments, commencing on the last day of the month the Project is ready for occupancy, upon issuance of the Certificate of Occupancy and as determined by the Executive Oversight Management (EOM) team. The first monthly payment shall be prorated for the Commencement Date.

This Sublicense will automatically renew for unlimited additional terms of one (1) year unless the Sublicensee notifies the County in writing ninety (90) days prior to the termination date of its intent not to renew.

The County or the Sublicensee may terminate this Sublicense, at any time during the term without cause, by giving one hundred eighty (180) days written notice to the other Party.

The Rent for the first year is \$83,814.31, as shown on Exhibit "4" and as will be reflected in an Amended EpiCenter Agreement, payable in twelve equal monthly payments. This amount represents the Sublicensee's proportionate share of the operations costs, personnel costs, and capital maintenance costs.

The Rent may increase annually, effective on the County's then next fiscal year, based on approved increases in operating costs, personnel costs, County's proportionate share of any capital maintenance costs, pursuant to the provisions of the Sublicense, and as provided in the EpiCenter Agreement, as it may be amended from time to time.

3. USE:

This Sublicense is made on the express condition that the Premises shall be used only in connection with the activities and business of the Sublicensee and in conformance with the applicable laws and ordinances, and for no other purpose or purposes, without the written consent of the County, and written approval by letter from the EOM Team.

4. POSSESSION:

Sublicensee shall be granted possession of the Premises immediately upon the Commencement Date of this Sublicense and shall be entitled to full use of said Premises. All terms and conditions set forth herein shall immediately commence on the date that the Certificate of Occupancy is issued.

5. ASSIGNMENT AND SUBLETTING:

Sublicensee shall not assign or sublicense this Sublicense; neither shall Sublicensee make or permit any offensive or unlawful use of the said Premises; and, Sublicensee shall quit and deliver up said Premises at the end of said Term in as good condition as they now are, ordinary wear and tear as occasioned by use of the Premises for government use and damage by the elements excepted.

6. ALTERATIONS:

Sublicensee shall make no structural change or alteration to the Sublicensed Premises or any part thereof without written consent in the form of a letter from the County, and EOM, and Sublicensee shall be responsible for any damages to the Premises caused by the Sublicensee except ordinary wear and tear as previously described in Paragraph 5. Sublicensee shall pay for all charges for labor, services and materials used in connection with any improvements or repairs to the Sublicensed Premises undertaken by Sublicensee. Modifications made prior to occupancy and paid for by Sublicensee, or any improvements made during the Sublicense Term shall become property of SPC upon termination of this Sublicense, unless said improvements can be removed without damage or injury to the property.

At the time modifications are installed, Sublicensee, County, and EOM will agree as to whether the Sublicensee will be required to remove the modification and return the Premises to the original condition at the time the Sublicense terminates.

7. UTILITIES:

The Rent includes the cost of the utilities and janitorial service. Sublicensee will pay for Sublicensee's own telecommunication installation and service.

8. MAINTENANCE AND SERVICES:

SPC shall keep said Premises free of all trash and rubbish and maintain the same in a clean, neat, orderly and sanitary condition and shall be responsible for all maintenance included in the EpiCenter Operations Agreement attached as Exhibit "2"

Any maintenance responsibilities not addressed in Exhibit "2" will be the responsibility of the Sublicensee. In addition, any reimbursement obligations assigned to County in the Sublicense shall be the responsibility of the Sublicensee.

9. SIGNS:

Sublicensee may install signage at Sublicensee's expense to the interior and exterior of building subject to the prior approval of County and SPC. Upon termination of this Sublicense, Sublicensee will remove signage at Sublicensee's expense and repair any damages to building caused by signage, if any.

10. INSURANCE:

During the life of this Sublicense, Sublicensee shall provide, pay for and maintain the following types of insurance with companies meeting the qualifications below.

A. Comprehensive General Liability Insurance including, but not limited to Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations; Explosion, Collapse and Underground and Personal Injury covering the liability assumed under indemnification provisions of this Agreement, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000, per occurrence, unless otherwise stated by exception herein.

B. Workers Compensation shall be provided at limits no less than those required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.

C. Automobile Liability Insurance shall be provided in accordance with the laws of the State of Florida as to the ownership, maintenance and use of all owned, non-owned, leased or hired vehicles. The bodily injury and property damage limits shall not be less than \$500,000 combined single limit each accident.

D. The amounts of insurance coverage referenced in this Paragraph 10 shall be increased if the liability insurance limits required by the County are increased under Section 768.28, Florida Statutes. See Paragraph 15 of EpiCenter Operations Agreement, Exhibit "2".

E. A Certificate of Insurance shall be filed within five (5) days from the Commencement Date to the General Services Department, Lease Management Division, 201 Rogers St., Clearwater, Florida 33756. Sublicensee shall notify the County within twenty-four (24) hours after receipt of any notice of expiration, cancellation, non-renewal or material change

in coverage. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Sublicensee. Pinellas County Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured, except for Workers' Compensation. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

11. INDEMNIFICATION:

Sublicensee covenants and agrees that it will indemnify and hold harmless the County and all of the County's officers, employees, contractors and subcontractors from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by Sublicensee, its officers, employees, agents, contractors, or subcontractors during the performance of this Sublicense, and any extensions thereof, whether direct or indirect, and whether to any person or property to which County or said parties may be subject including County's costs and attorneys fees incurred in defending such claims, except that neither Sublicensee nor any of its officers, agents, employees, contractors or subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of County or any of its officers or employees.

12. LIABILITY OF LANDLORD:

All property of any kind that may be on the Premises during the continuance of the Sublicense shall be at the sole risk of Sublicensee, except that SPC shall be liable for damage to Property of Sublicensee caused by failure of SPC to adequately perform any of SPC's duties specified in Exhibit "2".

13. ACCESS TO PREMISES:

SPC and County shall have the right to enter and inspect the Sublicensed Premises and the operation being conducted thereon at any reasonable time after notice and in the presence of the Sublicensee for the purpose of inspecting or conducting tests upon the same, or for making repairs to the Premises or to any property owned or controlled by Sublicensee therein. Such repairs shall not unduly interfere with Sublicensee's business except as is naturally necessitated

by the nature of the repairs being affected. In the event of an emergency, SPC and County shall have the right to enter the Premises without prior notification.

14. DEFAULT:

The parties covenant and agree that if default shall be made in payment of the Rent by the Sublicensee or if either party shall violate any of the covenants of this Sublicense, the other party shall provide written notice to the defaulting party and the defaulting party shall have ten (10) days from receipt of notice to correct same.

If the defaulting party fails to correct default, the other party shall be entitled to any and all remedies available in law and equity.

15. COVENANT AGAINST LIENS:

Sublicensee shall have no power or authority to create any lien, or permit any lien to attach to the present estate, reversion or other estate of SPC in the Premises herein demised or on the building or other improvements thereon. Sublicensee is hereby charged with the responsibility of notifying all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with Sublicensee with respect to the Premises or any part thereof, that such persons must look to Sublicensee to secure payment of any bill for work done or material furnished to the Sublicensee or for any other purpose during the term of this Sublicense.

16. WAIVER:

One or more waivers of any covenant or condition by either Party shall not be construed as a waiver of a subsequent breach of the same covenant or conditions by the other party, and the consent or approval by either party to or of any act by the other party requiring consent or approval, shall not be construed as a consent or approval to or of any subsequent similar act by the other party.

17. DESTRUCTION OF PREMISES:

The damage or destruction of the Premises shall be governed by the terms of the EpiCenter Operations Agreement, except damage or destruction under that Agreement, which would have been repaired by Licensee, shall instead be repaired by Sublicensee.

18. OBSERVANCE OF LAWS:

Sublicensee agrees to observe, comply with and execute promptly at its expense during the Term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, and of insurance carriers, due to its use or occupancy of the Premises. All additions, alterations, installations, partitions, or changes shall be in full compliance with the aforementioned authorities.

SPC warrants that the Premises are in and shall be maintained in compliance with the Federal Americans With Disabilities Act (ADA) and any similar act adopted by the State of Florida at the expense of County and SPC. If, after Sublicensee takes possession, the ADA or similar Florida Act is changed so that the Premises become noncomplying, SPC will have one hundred twenty (120) days to cure the noncompliance.

19. RELATIONSHIP OF THE PARTIES:

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, shall be deemed to create any relationship between the parties hereto other than the relationship of County, SPC, and Sublicensee. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

20. QUIET ENJOYMENT:

County covenants and agrees that upon Sublicensee paying said Rent and performing all of the covenants and conditions aforesaid on Sublicensee's part to be observed and performed, the Sublicensee shall and may peaceably and quietly have, hold and enjoy the Premises hereby demised for the Term aforesaid.

21. NOTICES:

Any correspondence and/or notices shall be forwarded to the County by Registered or Certified mail, return receipt requested, or by a nationally recognized overnight courier service, until Sublicensee is notified otherwise in writing to the following address:

General Services Department
Lease Management Division
201 Rogers Street
Clearwater, FL 33756

Any correspondence to the Sublicensee shall be by Registered or Certified mail, return receipt request or by a nationally recognized overnight courier service to the following address:

WorkNet
EpiCenter
13805 58th St., N
Suite 2-140
Largo, FL 33762

The checks for Rent or other sums accruing hereunder shall be made payable to St. Petersburg College and forwarded to SPC to the following address, until Sublicensee is notified otherwise in writing:

St. Petersburg College
Attn: Accounts Receivable
14025 – 58th Street, North
Clearwater, FL 33760

22. FISCAL FUNDING:

In the event funds are not appropriated by the County in any succeeding fiscal year for the purposes described herein, this Sublicense shall be deemed to terminate at the expiration of the last fiscal year for which funds were appropriated and expended.

23. HAZARDOUS SUBSTANCES:

Sublicensee shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Premises. Sublicensee shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two (2) sentences shall not apply to the presence, use or storage on the Premises of small quantities of Hazardous Substances that are handled in accordance with all applicable laws and generally recognized to be appropriate to normal maintenance and office uses.

SPC or County shall promptly give Sublicensee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substances or Environmental Law of which County

has actual knowledge. If Sublicensee learns or is notified by a government or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Premises is necessary, then Sublicensee will notify SPC and County, and to the extent Sublicensee is responsible, County or SPC shall promptly take all necessary remedial actions in accordance with Environmental Law.

Sublicensee shall indemnify and hold County fully harmless for any liabilities and remedial actions of Hazardous Substances for which Sublicensee is responsible under this Section, except to the extent such liabilities and remedial actions were caused solely by County or its officers or employees.

As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "Environmental Law" means Federal Laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

24. AIR QUALITY:

SPC shall maintain the building and building air-handling systems to provide a healthful indoor air environment. SPC shall maintain the building and air handling systems sufficiently to prevent the amplification of biological agents (mold, mildew, fungi, bacteria) and dust above proximate outdoor levels. The Sublicensee shall be informed and provide Material Safety Data Sheets (MSDS) prior to any maintenance activities utilizing chemicals, including pesticide applications that may impact indoor air quality (and reserve the right to require these activities to occur when building is unoccupied). Prior to and during occupancy, the County reserves the right to conduct indoor air quality testing. Testing may include volatile organics, formaldehyde, biological agents, humidity, temperature or other compounds.

25. ASBESTOS:

SPC warrants that there is no friable asbestos in the building at commencement of this Sublicense and that any friable asbestos discovered in the building during the Term of this Sublicense shall be removed or encapsulated within a reasonable period of time.

26. SURRENDER AT END OF TERM:

Upon the expiration of the Term hereof or the sooner termination of this Sublicense, Sublicensee agrees to surrender and yield possession of the Premises to the County, peacefully and without notice, and in good order and condition, and subject only to such ordinary wear and reasonable use thereof. However, any damage or destruction or condition caused by the Sublicensee shall be restored or remedied by Sublicensee under other Terms and Conditions of Sublicense.

27. SUCCESSORS AND ASSIGNS:

The covenants, provisions, and agreements herein contained shall in every case be binding upon and inure to the benefit of the parties hereto respectively and their respective heirs, executors, administrators, successors and assigns, as applicable.

28. RADON GAS:

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

29. PARKING:

See Exhibit "2", Paragraph 9.1.

30. ENTIRE AGREEMENT:

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

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

ATTEST: KEN BURKE
Clerk of Circuit Court

By: *Linda R. Reed*
Print Name: LINDA R. REED
Deputy Clerk

WITNESS

Kelli M. Anderson
Print Name: Kelli M. Anderson

Approved as to Form
Office of County Attorney

By: *[Signature]*
Asst. County Attorney

LICENSEE/COUNTY:
PINELLAS COUNTY, FLORIDA
By and through its Board of County
Commissioners

By: *John Morroni*
Print Name: John Morroni
Chairman

(SEAL)

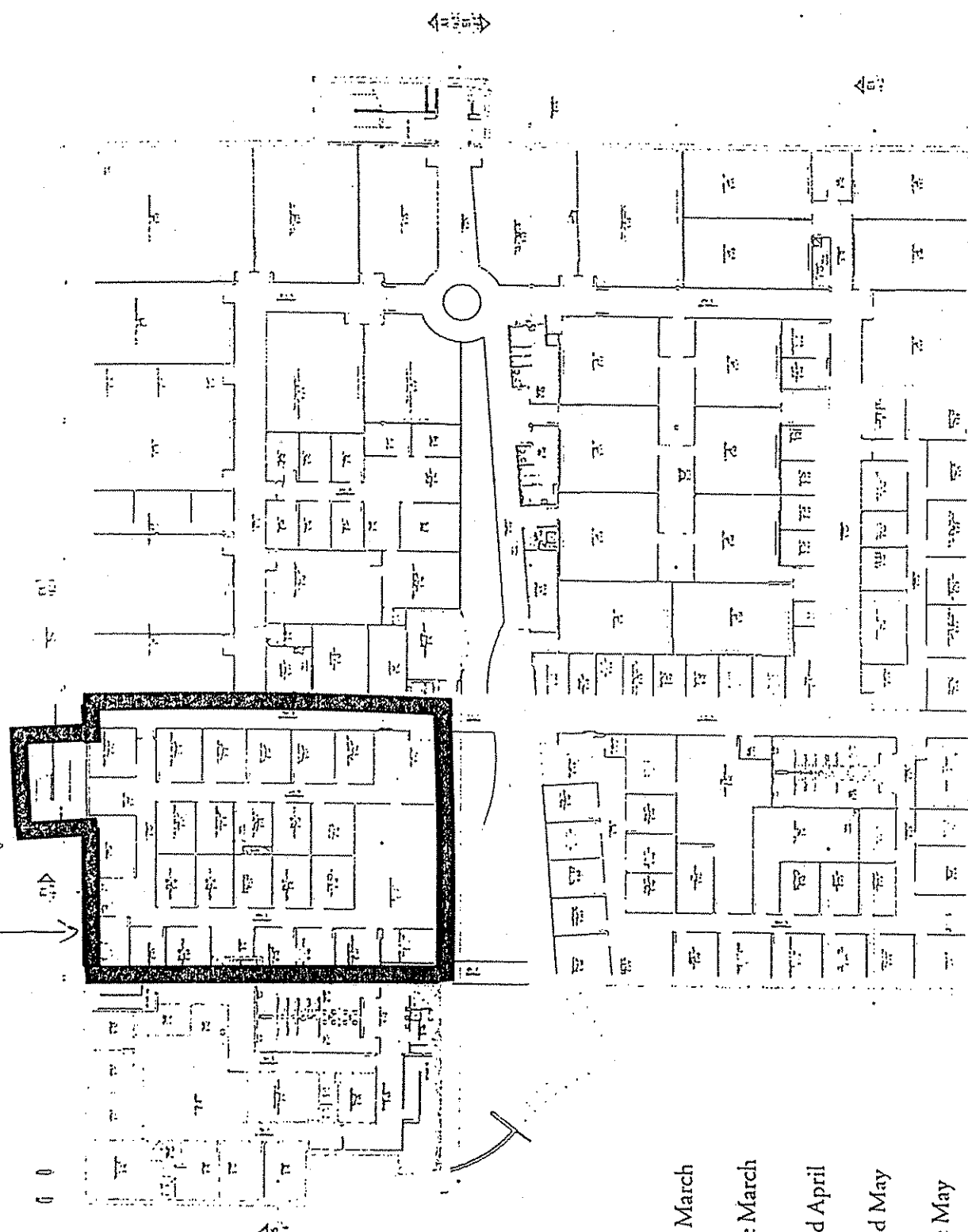
SUBLICENSEE:
WorkNet Pinellas, Inc.
By: *[Signature]*
Print Name: Craig Brethauer
Title: Board Chair

Betty/2002-0204 SUBLICENSE

TURN OVER SCHEDULE

EXHIBIT 1

Work Net



Phase I - Mid March

Phase II - Late March

Phase III - Mid April

Phase IV - Mid May

Phase V - Late May

Phase VI - On Hold, Design On-Going

SECOND FLOOR