

**DEVELOPMENT AGREEMENT**  
**(The Ring Workspaces, LLC, 600 Cleveland St.)**

This Development Agreement ("Agreement") is made as of this \_\_\_\_\_ day of October, 2017, by and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF CLEARWATER, FLORIDA**, a public body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163, Florida Statutes ("Agency"), and **The Ring Workspaces, LLC**, a Florida limited liability company ("Developer").

W I T N E S S E T H:

WHEREAS, the Agency and Developer have entered into and concluded negotiations of a development agreement pursuant to Developer's request for specific assistance as outlined herein, pertaining to and setting forth the terms and conditions for the improvement of certain portions (i.e. a portion of the second and third floor) of 600 Cleveland St, Clearwater, Florida, and legally described as set forth in Exhibit A, to be leased by and operated by "The Ring Workspaces, LLC" as co-working facilities in the community redevelopment area of the City;

WHEREAS, at a duly called public meeting on October 30, 2017, the Agency approved this Agreement and authorized and directed its execution by the appropriate officials of the Agency;

WHEREAS, Developer has approved this Agreement and has authorized and directed certain individuals to execute this Agreement on behalf of Developer; and

WHEREAS, Section 163.387(6), Florida Statutes, allows for use of moneys in the redevelopment trust fund to be expended from time to time for undertakings of a community redevelopment agency as described in the redevelopment plan; and

WHEREAS, the CRA has adopted a Community Redevelopment Plan (a/k/a Clearwater Downtown Redevelopment Plan) that establishes certain Goals, Objectives and Principles to guide the revitalization of Downtown Clearwater; and

WHEREAS, according to the Community Redevelopment Plan (pg 47), a guiding principle states, "The revitalization of Downtown Clearwater is critical to the City's overall success. The city will use all tools and incentive available in the CRA to revitalize Downtown"; and

WHEREAS, Objective 1H of the Community Redevelopment Plan states, "A variety of incentives shall be available to encourage redevelopment within the Downtown"; and

WHEREAS, according to the Community Redevelopment Plan (pg 257), CRA Redevelopment Incentive Funding "...will provide financial incentives to developers to offset the high land, development and construction costs within the Downtown...to encourage investment

in Downtown that will revitalize the center city with people, employees, businesses and activities”; and

WHEREAS, the city’s June 2014, Urban Land Institute (ULI) report, Clearwater Florida: A New Vision for Downtown, recommends “...attracting and supporting new entrepreneurial small businesses by investing in a center that can provide attractive, affordable workspace”; and “to achieve this goal, the city could allocate funds or partner with organizations”; and

WHEREAS, on January 17, 2017, the CRA Board of Trustees adopted a “Strategic Plan” that identifies Downtown priorities including “support [for] the creation of a co-working business space via public-private partnership”; and

WHEREAS, the City of Clearwater manages a network of small business service providers called Clearwater Business SPARK which provides services and support to small businesses and entrepreneurs in every stage of development, which will become more successful in fulfilling its mission with a physical office presence within the Project (as defined herein) which Developer proposes to provide at no cost; and

WHEREAS, regional competitiveness in the Tampa Bay area office and business market is critical to the economic development of the city of Clearwater and the CRA; and

WHEREAS, Developer will be a tenant and operator of the co-working space in, the property located at 600 Cleveland Street (a/k/a One Clearwater Tower), Clearwater, Florida and desires to develop the Project; and

WHEREAS, to support the economic development and downtown revitalization goals, objectives, and principles stated above, the Agency will contribute funds to be applied to the completion of the Project; and

WHEREAS, the Agency and Developer are desirous of entering into this Agreement to effectuate the development of the Project; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

#### ARTICLE 1. DEFINITIONS.

1.01. Definitions. The terms defined in this Article I shall have the following meanings, except as herein otherwise expressly provided:

(1) "Act" means the Constitution of the State of Florida; Section 163.01, Florida Statutes, Part III, Chapter 163, Florida Statutes; Chapter 166, Florida Statutes, other applicable provisions of law, and ordinances and resolutions of the City and the Agency implementing them.

(2) "Agency" means the Community Redevelopment Agency of the City, as created by Resolution No. 81-68 of the City, adopted by the City Council on August 6, 1981, including any amendments thereto, and any successors or assigns thereto.

(3) "Agreement" means this Development Agreement, including any Exhibits, and any amendments hereto or thereto.

(4) "Agreement Expiration Certificate" means the instrument executed by the parties hereto as provided in Section 11.19 certifying that all obligations of the parties hereto have been satisfied and this Agreement has expired in accordance with its terms, the form of which is attached hereto as Exhibit E.

(5) "Agreement Termination Certificate" means the instrument executed by the parties hereto as provided in Section 9.06 stating that this Agreement has been terminated prior to its Expiration Date as provided in Section 9.05, the form of which is attached hereto as Exhibit F.

(6) "Area" means the area located within the corporate limits of the City having conditions of slum and blight (as those conditions are defined in the Act) as found by the City Council in Resolution No. 81-67, adopted by the City Council on August 6, 1981, and as amended by Resolution No. 03-22, adopted by the City Council on May 1, 2003.

(7) "Authorized Representative" means the person or persons designated and appointed from time to time as such by Developer or the Agency, respectively, pursuant to Section 2.04.

(8) "Building Permit" means, for "The Ring Workspaces" Project to be constructed in the Site, a permit issued by the City authorizing, allowing and permitting the commencement, prosecution and completion of construction to the extent provided in said permit.

(9) "City" means the City of Clearwater, Florida, a Florida municipal corporation, and any successors or assigns thereto.

(10) "City Council" means the governing body of the City, by whatever name known or however constituted from time to time.

(11) "Commencement Date" means the date of issuance of the first Building Permit for "The Ring Workspaces, LLC " co-working facilities Project.

(12) "Completion Date" means the date on which construction of the Project is substantially complete as evidenced by a Completion Certificate.

(13) "Construction Financing" means the funds provided by the Construction Lender to Developer during the term of this Agreement to pay the cost of developing and constructing the "The Ring Workspaces, LLC " co-working facilities Project, or any portion thereof, on the Project Site, including, financing costs, "soft costs," overhead, and the design, construction and equipping of the Project.

(14) "Construction Lender" means any person or persons providing the Construction Financing or any portion thereof.

(15) "Contractor" means one or more individuals or firms constituting a general contractor or other type of construction contractor properly licensed by the State of Florida or other appropriate jurisdiction to the extent required by applicable law, authorized to perform construction contractor services in the State of Florida, registered with the City as required by applicable law, bonded and insured to the extent required by applicable law and this Agreement, including Developer or any affiliates of Developer.

(16) "Coworking" means the use of a single office and/or collaborative working space by individualists who may be classified as entrepreneurs, independent contractors, frequent travelers, self-employed or those working for different employers, typically so as to share equipment, ideas and knowledge in a business environment. These individuals may develop professionally and will often have the ability network within the space whilst participating in various workshops, lectures and seminars (hereinafter referred to as "The Ring Project").

(17) "Developer" means The Ring Workspaces, LLC, a Florida limited liability company, and any successors and assigns thereof, including any entity, partnership, joint venture, or other person in which The Ring Workspaces, LLC, is a general partner or principal, but not including any entity, partnership, joint venture, or other person in which The Ring Workspaces, LLC is a general partner or principal which is not undertaking or participating in any development of the "The Ring" co-working facilities Project, or any part thereof.

(18) "Effective Date" means the date determined in accordance with Section 11.20 when the Memorandum of Development Agreement is recorded and this Agreement becomes effective.

(19) "Exhibits" means those agreements, diagrams, drawings, specifications, instruments, forms of instruments, and other documents attached hereto and designated as exhibits to, and incorporated in and made a part of, this Agreement.

(20) "Expiration Date" means the date on which this Agreement expires, as evidenced by the Agreement Expiration Certificate being recorded in the public records of Pinellas County, Florida, as provided in Section 11.19 hereof.

(21) "Impact Fees" means those fees and charges levied and imposed by the City, Pinellas County and any other governmental entity on projects located on the Site for certain facilities and services impacted by development such as the

(22) "Permits" means all zoning, variances, approvals and consents required to be granted, awarded, issued, or given by any governmental authority in order for construction of the Project, or any part thereof, to commence, continue, be completed or allow occupancy and use, but does not include the Building Permit.

(23) "Plan" means the community redevelopment plan for the Area, including the Site, as adopted by the City Council on September 18, 2003, by enactment of its Ordinance No. 7153-03, and amended by Ordinance No. 7231-01 adopted on December 4, 2003, Ordinance No. 7343-04 adopted on November 4, 2004, Ordinance No. 7367-05 adopted on February 3, 2005; Ordinance No. 8014-09 adopted on January 15, 2009 and Ordinance No. 8192-10 adopted on September 9, 2010..

(24) "Project" means the "The Ring" co-working facilities Project. More specifically, the Project is the internal build out for an approximately 18,000 square foot co-working facilities along with a 1,300 square foot outdoor lounge overlooking Station Square Park, to be leased by 600 Cleveland, LLC to, The Ring Workspaces, LLC., who will operate co-working facilities as described in Exhibit G attached hereto.

(25) "Project Plans and Specifications" means the plans and specifications pertaining to the construction, installation and equipping of the "The Ring" co-working facilities Project, including the schedule for completing the Project, consisting of the plans and specifications attached hereto as Exhibit B.

(26) "Project Professionals" means any architects, attorneys, brokers, engineers, consultants, planners, construction managers or any other persons, or combination thereof, retained or employed by Developer in connection with the planning, design, construction, permit applications, completion and opening of the Project, but does not include Developer.

(27) "Proposal" means the proposal for redevelopment of the Site, attached hereto as Exhibit G.

(28) "Site" means the entire third floor and part of the second floor of that certain property with a street address of 600 Cleveland Street, located in Clearwater, Florida, as more particularly described on Exhibit A attached hereto, on which the "The Ring Workspaces" co-working facilities Project is to be located.

(29) "Site Plan" means a floor plan that depicts the internal build out of the co-working facility, the initial version of which is attached hereto as Exhibit B.

(30) "Termination Date" means the date on which this Agreement is terminated by any party hereto as provided in Section 9.05, and as evidenced by the Agreement Termination Certificate.

(31) "Unavoidable Delay" means those events constituting excuse from timely performance by a party hereto from any of its obligations hereunder, as such events are defined in and subject to the conditions described in Article 10 hereof.

(32) "The Ring" co-working facilities Project means the improvements consisting of the internal build out of an approximately 18,000 square foot co-working facilities along with a 1,300 square foot outdoor lounge overlooking Station Square Park; with a dedicated parking lot adjacent to the Project addressed at 630 Laura Street containing 60 parking spaces for exclusive use of The Ring as contemplated by the Proposal and this Agreement and constructed substantially in accordance with the Plans and Specifications and the operation thereof. The co-working facility shall include a membership for the City and its partners to be used for "Spark" as provided herein.

1.02. Use of Words and Phrases. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number, and the word "person" shall include corporations and associations, including public bodies, as well

as natural persons. "Herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

1.03. Florida Statutes. All references herein to Florida Statutes are to Florida Statutes (2017), as amended from time to time.

## ARTICLE 2. PURPOSE; PROPOSAL

### 2.01. Intent; Purpose of Agreement.

(a) The purpose of this Agreement is to (i) secure economic assistance through the Agency which supports the implementation of the City of Clearwater's "District Vision" for the revitalization of the Downtown Core; and (ii) to further the implementation of the Plan by the development and construction and operation of the Project thereon in accordance with the Project Plans and Specifications, all to enhance the quality of life, increase employment and improve the aesthetic and useful enjoyment of the Area through the eradication of conditions of blight, all in accordance with and in furtherance of the Plan and as authorized by and in accordance with the Act.

(b) (1) The Site is to be redeveloped according to Project Plans and Specifications for use as an approximately 18,000 square foot co-working facilities along with a 1,300 square foot outdoor lounge overlooking Station Square Park; with a dedicated parking lot adjacent to the Project addressed at 630 Laura Street containing 60 parking spaces for exclusive use of The Ring. Developer commits to maintain the operation of the Project as co-working facilities for a period of not less than 5 years from the Completion Date.

(2) The Ring co-working facility shall include a membership for the City and its partners as provided in Exhibit I attached hereto, to be used for the City's business development activities,.

(2) As provided in this Agreement, the Agency shall undertake certain public actions pursuant to the Act and as implementation of the Plan, and provide assistance in obtaining such approvals by governmental authorities as are necessary for development of the Project.

(c) As provided in this Agreement, Developer shall carry out the redevelopment of the Site by obtaining approvals by governmental authorities necessary for development of the Project, and constructing various private improvements on the Site.

### 2.02. Developer's Proposal.

(a) The Proposal for the redevelopment of the Site, specifically including the design, construction, equipping, completion and use of the Project, and each component thereof, is hereby found by the Agency and acknowledged by Developer: (1) to be consistent with and in furtherance of the objectives of the Plan, (2) to conform to the provisions of the Act, (3) to be in the best interests of the citizens of the City, (4) to further the purposes and objectives of the Agency, and (5) to further the public purpose of eradicating conditions of blight in the Area. The parties recognize and agree that during the process of review and approval provided for in

the Agreement the design of the Project may be subject to change and modification as may be either agreed to by the parties or required as provided herein or by the appropriate regulatory authority, and should any changes be necessary or desirable the parties agree that they will act expeditiously and reasonably in reviewing and approving or disapproving any changes or modifications to the Project.

(b) Based upon and as a result of the findings set forth in subsection (a) above, the Proposal, including such changes and revisions as are provided by this Agreement, is hereby affirmed by Developer and approved and accepted by the Agency.

2.03. Cooperation of the Parties. The parties hereto recognize that the successful development of the Project and each component thereof is dependent upon continued cooperation of the parties hereto, and each agrees that it shall act in a reasonable manner hereunder, provide the other party with complete and updated information from time to time, with respect to the conditions such party is responsible for satisfying hereunder and make its good faith reasonable efforts to ensure that such cooperation is continuous, the purposes of this Agreement are carried out to the full extent contemplated hereby and the Project is designed, constructed, equipped, completed and operated as provided herein.

2.04. Authorized Representative.

(a) Each party shall designate an Authorized Representative to act on its behalf to the extent of the grant of any authority to such representative. Written notice of the designation of such a representative (and any subsequent change in the Authorized Representative) shall be given by the designating party to the other party in writing in accordance with the procedure set forth in Section 11.03 hereof.

(b) Except as otherwise expressly provided in this Agreement, whenever approval or action by Developer or the Agency is required by this Agreement, such action or approval may, in the discretion of the party considering such approval or action, be taken or given by the Authorized Representative thereof. A party to this Agreement may rely upon the representation of the other party's Authorized Representative that such person has the requisite authority to give the approval or take the action being done by that Authorized Representative. A party may not later deny that its Authorized Representative had the authority represented to and relied upon by the other party or revoke or deny any action taken by such Authorized Representative which was relied upon by the other party.

(c) Developer does hereby notify the Agency that its initial Authorized Representative for the Project is Daniels Ikajevs of The Ring Workspaces, LLC,

(d) The Agency does hereby notify Developer that its initial Authorized Representative is Seth Taylor, Director of the CRA.

ARTICLE 3. LAND USE REGULATION.

3.01. Zoning. On the Effective Date, the zoning classification for the Site is "Downtown District", abbreviated as "D." The parties recognize and acknowledge that the zoning classification of the Site as of the Effective Date permits development of the Project.

3.02. Redevelopment Plan. The Agency represents to Developer and Developer acknowledges that as of the Effective Date, the Site is in the Downtown Core District and the provisions of the Plan pertaining to the Site were consistent with the "The Ring Workspaces, LLC" co-working facilities Project as contemplated by the Proposal and this Agreement.

3.03. Permits.

(a) Developer shall cause the tenant's contractor to prepare and submit to the appropriate governmental authorities, including the City, the applications for each and every Building Permit and any and all necessary Permits for the Project. Developer shall bear all costs of preparing such applications, applying for and obtaining such permits including applicable application, inspection, regulatory and Impact Fees or charges pertaining to the Project, including, but not limited to, any such permit, review, application, inspection, regulatory or Impact Fees.

(b) The Agency shall cooperate with Developer in obtaining all necessary Permits and the Building Permits required for the construction and completion of the Project.

(c) The Agency's duties, obligations, or responsibilities under any section of this Agreement, specifically including but not limited to this Section 3.04 do not affect the Agency's or the City's right, duty, obligation, authority and power to act in its governmental or regulatory capacity in accordance with applicable laws, ordinances, codes or other building or project regulation.

(d) Notwithstanding any other provisions of this Agreement, any required permitting, licensing or other regulatory approvals by the Agency or the City shall be subject to the established procedures and requirements of the Agency or the City with respect to review and permitting of a project of a similar or comparable nature, size and scope. In no event shall the Agency or the City, due to any provision of this Agreement, be obligated to take any action concerning regulatory approvals except through its established processes and in accordance with applicable provisions of law.

3.04. Not a Development Order or Permit. The parties do hereby acknowledge, agree and represent that this Agreement is not intended to be and should not be construed or deemed to be a "development order" or "development permit" within the meaning of those terms in Section 163.3164, Florida Statutes.

3.05. Permitted Uses.

(a) The Project shall consist of 18,000 square foot co-working facilities along with a 1,300 square foot outdoor lounge overlooking Station Square Park.

(b) The Project shall have access to a dedicated parking lot adjacent to the Project addressed at 630 Laura Street containing 60 parking spaces for exclusive use of The Ring.

ARTICLE 4. PROJECT PLANS AND SPECIFICATIONS.



#### 4.01. Site Plan.

(a) Developer has prepared a Site Plan, a copy of which is attached hereto as Exhibit B, which contemplates development of the Project consistent with this Agreement. Developer agrees that during the term of this Agreement, any material changes to the Site Plan or any subsequent versions of the Site Plan will be submitted to the City for review, if such review is required by the Land Development Code, and Agency for approval, which Approval shall not be unreasonably withheld or delayed.

### ARTICLE 5. CONSTRUCTION AND OPERATION OF THE PROJECT.

5.01. Interior Demolition. Permits issued by the City for pre-construction activities on the Site, interior demolition, shall not be considered a Building Permit for purposes of this Agreement.

#### 5.02. Construction of the Project.

(a) (1) Developer shall construct the Project on the Site substantially in accordance with the Project Plans and Specifications therefor. Subject to Unavoidable Delay and the terms and conditions in this Agreement, Developer shall submit plans for permit approval by no later than 60 days from the date of approval of this Agreement. (2) For purposes of this Section 5.02, "commence construction" of the Project means commencement of meaningful physical development of that part of the Project as authorized by the Building Permit therefor which is continued and prosecuted with reasonable diligence toward and with the objective of completion of the Project.

(b) (1) After the Commencement Date, Developer shall continue, pursue and prosecute the construction of the Project with reasonable diligence to completion by the Completion Date and shall not at any time actually or effectively have abandoned (or its Contractor having actually or effectively abandoned) the Site. For purposes of this subsection (b), "abandoned" means to have ceased any construction work which effectively advances the construction of the Project toward completion. Subject to Unavoidable Delay and the terms and conditions in this Agreement, the Project shall be completed by no later than 7 months after permits have been issued.

(2) All obligations of Developer with respect to commencement, continuation and completion of construction of the Project shall be subject to delays and extensions from time to time for Unavoidable Delay. Developer shall not be deemed to be in default of this Agreement to the extent construction or completion of the Project, or any part thereof, is not complete by reason of Unavoidable Delay.

(c) For purposes of this Section 5.02, "completion," "complete," "substantially complete" or "substantial completion" means, with respect to construction of the co-working facilities space of the Project, a Certificate of Occupancy for the co-working facilities space has been issued by the City.

(d) If the Agency believes adequate progress in the construction of the Project is not being made, the Agency shall give notice to Developer that adequate progress is apparently not being made in the construction of the Project and to respond within ten (10) business days thereafter as to why adequate progress is or is not being made toward completion of the Project.

5.03. Project Alterations or Improvements. During the construction of the Project, Developer may, from time to time, make minor alterations and improvements, structural or otherwise, to the Project as Developer deems desirable and consistent with the Project Plans and Specifications for the use contemplated by this Agreement; provided, however, that prior to the commencement of any material alterations or improvements of sufficient size and scope as to constitute a material change in the previously approved Project Plans and Specifications, Developer shall notify the Agency of such material change and may submit a change, amendment or revision to the Project Plans and Specifications to the Agency for review. Any change to the façade improvements during or after construction must be approved by the Agency prior to implementation. Nothing in this Section 5.03 is intended nor shall be deemed to limit or restrict the exercise of governmental or regulatory powers or authority by the City or any other governmental entity or to enlarge its regulatory authority.

5.04. Completion Certificate.

(a) (1) Upon the substantial completion of the construction of the Project in accordance with the provisions of this Article 5, Developer shall prepare and execute the Completion Certificate, which shall then be delivered to the Agency. Upon receipt of the certificate the Agency shall promptly and diligently proceed to determine if construction of the Project has been completed substantially in accordance with the Project Plans and Specifications and this Agreement. Upon making such a determination, the Agency shall execute the certificate and return it to Developer. The date of the Completion Certificate shall be the date when all parties shall have executed said certificate.

(2) The Completion Certificate shall constitute a conclusive determination by the parties hereto of the satisfaction and termination of the obligations of Developer hereunder to construct the Project; provided, however that nothing in this Section 5.04 shall be a waiver of the rights, duties, obligations or responsibilities of the City or any other governmental entity acting in its regulatory or governmental capacity or an approval of said construction for purposes of the issuance of a certificate of occupancy for the Project. The remaining obligations of Developer, including but not limited to the obligation to operate the Project as co-working facilities for of a period of not less than five years shall survive and are not affected by the filling of the Completion Certificate.

(3) The parties agree that it is their intent that the review by the Agency for purposes of the Completion Certificate determination pursuant to this Section 5.04 is not to be an additional or duplicate inspection over and above that required for purposes of the Building Permit, including the issuance of a certificate of occupancy. The Agency agrees that for purposes of determining if the Project has been substantially completed in accordance with the Project Plans and Specifications, the issuance of a certificate of occupancy for the Project shall be a conclusive determination of substantial completion for purposes of this subsection (a) and, if such certificate has been determined to have been issued, then the Agency agrees to execute the Completion Certificate.

(b) (1) If the Agency shall refuse or fail to execute the Completion Certificate after receipt of a request by Developer to do so, then the Agency shall, within ten (10) days after its receipt of such request, provide Developer with a written statement setting forth in reasonable detail the reason(s) why the Agency has not executed the Completion Certificate and what must be done by Developer to satisfy such objections so that the Agency would sign the certificate. Upon Developer satisfying the Agency's objections, then Developer shall submit a new request to the Agency for execution of the Completion Certificate and that request shall be considered and acted upon in accordance with the procedures in paragraph (a)(1) for the original request.

(c) The Completion Certificate shall be in a form sufficient to be recorded in the public records of Pinellas County, Florida. After execution by the Agency, it shall be promptly returned to Developer who shall record the certificate in the public records of Pinellas County, Florida, and pay the cost of such recording.

5.05. Agency Not in Privity with Contractors. The Agency shall not be deemed to be in privity of contract with any Contractor or provider of goods or services with respect to the construction of any part of the Project.

5.06 Developer's obligation to Operate Co-working facility. Developer shall have the obligation to operate or assure the continued operation of the co-working facility as provided in this Agreement for a period of no less than five(5) years from the Completion Date or commencement of operation of the co-working facility whichever is later. Developer shall provide a guarantee executed by the owner of the Site/Landlord (600 Cleveland, LLC) in the form attached hereto as Exhibit L upon execution of this Agreement.

5.07 Annual Report. Developer shall file annually no later than December 31<sup>st</sup> of each year a Report containing the information attached in Exhibit K.

5.08 Security for Developer's Performance. In consideration of the reimbursements and payments made by the Agency pursuant to Article 6 hereof, Developer shall provide a Performance Mortgage to secure the funds so paid, in substantially the form as set forth and attached hereto as Exhibit C. Before any funds are paid, the mortgage shall be in place, securing a first lien position on the property so identified for Agency payments. This obligation and the Performance Mortgage provided hereto shall survive termination as provided in paragraph 9.05 and 9.06. Pursuant to the provisions of Section 6.02 herein, the Agency shall cancel and release the Performance Mortgage and the same shall be of no further force and effect, at the earlier of (a) the end of the 5-year period contemplated therein during which the property is maintained as a co-working facility or (b) the date on which repayment is made pursuant to the provisions of Section 6.03.

## ARTICLE 6. PAYMENTS BY AGENCY.

6.01 Co-working Facilities Buildout Loan to Grant. The Agency shall reimburse Developer for co-working facilities buildout and/or permanent fixtures for the project as specified in Exhibit H in an amount not to exceed Six Hundred Thousand Dollars (\$600,000.00). Developer shall provide the Agency with documentation verifying expenditures for the co-working facilities buildout. The documentation shall include invoices from the contractor for the

work for which reimbursement is sought and proof of payment by Developer. Provided further, that the total amount of reimbursement payments for said improvements shall not exceed 50% of the total amount of expenditures made by Developer for the co-working facilities buildout. All payments shall be made in accordance with the Local Government Prompt Payment Act, Florida Statutes § 218.70.

6.02 Repayment by Developer. All payments by the Agency pursuant to this article 6 are subject to repayment by Developer if Developer fails to maintain the property as co-working facilities for a period of five years as provided in § 5.06. If at any time during the first five years following the issuance of the certificate of completion, the project fails to be operated as co-working facilities, Developer shall repay to the Agency the amounts paid by the Agency pursuant to this article. The amount to be repaid by the Developer shall be reduced by 20% for each year the co-working facility is open and operating as provided in substantial compliance with Exhibit G. Developer's obligation to repay the incentives provided herein shall be secured by a performance mortgage as provided in section 5.06.

## ARTICLE 7. REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEVELOPER.

7.01. Representations and Warranties. Developer represents and warrants to the Agency that each of the following statements is currently true and accurate and agrees the Agency may rely upon each of the following statements:

(a) Developer is a Florida limited liability company duly organized and validly existing under the laws of the State of Florida, has all requisite power and authority to carry on its business as now conducted, to own or hold its properties and to enter into and perform its obligations hereunder and under each document or instrument contemplated by this Agreement to which it is or will be a party, is qualified to do business in the State of Florida, and has consented to service of process upon a designated agent for service of process in the State of Florida.

(b) This Agreement and, to the extent such documents presently exist in form accepted by the Agency and Developer, each document contemplated or required by this Agreement to which Developer is or will be a party have been duly authorized by all necessary action on the part of, and have been or will be duly executed and delivered by, Developer, and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (1) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein, (2) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on Developer, (3) contravenes or results in any breach of, default under or, other than as contemplated by this Agreement, results in the creation of any lien or encumbrance upon any property of Developer under any indenture, mortgage, deed of trust, bank loan or credit agreement, Developer's articles of organization, or, any other agreement or instrument to which Developer is a party or by which Developer may be bound.

(c) This Agreement and, to the extent such documents presently exist in form accepted by the Agency and Developer, each document contemplated or required by this Agreement to which Developer is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of Developer enforceable against Developer in

accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) There are no pending or, to the knowledge of Developer, threatened actions or proceedings before any court or administrative agency against Developer, or against any controlling manager, member, employee or agent of Developer, which question the validity of this Agreement or any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder or the financial condition of Developer.

(e) Developer has filed or caused to be filed all federal, state, local and foreign tax returns, if any, which were required to be filed by Developer, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against Developer.

(f) All financial information and other documentation, including that pertaining to the Project or Developer, delivered by Developer to the City and the Agency, was, on the date of delivery thereof, true and correct.

(g) The principal place of business and principal executive offices of Developer are 331 Cleveland Street, #2502, Clearwater, FL 33755 and, until the expiration or termination of this Agreement, Developer will keep original or duplicate records concerning the Project (such as construction contracts, financing documents and corporate documents) and all contracts, licenses and similar rights relating thereto at an office located in the corporate limits of the City of Clearwater.

(h) As of the Effective Date, Developer has the financial capability to carry out its obligations and responsibilities in connection with the development of the Project as contemplated by this Agreement.

(i) Developer (with the assistance of its Project Professionals) has the experience, expertise, and capability to develop, cause the construction, and complete the Project and, oversee and manage the design, planning, construction, and completion of the Project, and to acquire the Site as provided herein.

7.02. Covenants. Developer covenants with the Agency that until the earlier of the Termination Date or the Expiration Date:

(a) Developer shall timely perform or cause to be performed all of the obligations contained herein which are the responsibility of Developer to perform.

(b) Developer shall assist and cooperate with the Agency to accomplish the development of the Project by Developer in accordance with this Agreement, and the Project Plans and Specifications and will not violate any laws, ordinances, rules, regulations, orders, contracts or agreements that are or will be applicable thereto, including the Plan and the Act.

(c) Subsequent to the Effective Date, Developer shall maintain its financial capability to develop, construct, complete and maintain the Project and shall promptly notify the Agency of any event, condition, occurrence, or change in its financial condition which materially adversely affects, or with the passage of time is likely to adversely affect, Developer's financial capability to successfully and completely develop, construct and complete the Project as contemplated hereby.

(d) Developer shall promptly cause to be filed when due all federal, state, local and foreign tax returns required to be filed by it, and shall promptly pay when due any tax required thereby so as to avoid an uncured tax lien against the Site.

(e) Subject to and except as permitted by Section 7.01, prior to the expiration or termination of this Agreement, Developer shall maintain its existence, will not dissolve or substantially dissolve all of its assets and will not consolidate with or merge into another limited liability company, corporation, limited partnership, or other entity without the prior approval of the Agency, unless Developer is the surviving entity or retains a controlling interest in the consolidated or merged entity, in which case no consent by Agency shall be required. In any event, prior to the expiration or termination of this Agreement, Developer, will promptly notify the Agency of any changes to the existence or form of the corporation of Developer.

(f) Developer shall not sell, lease, transfer or otherwise dispose of all or substantially all its assets without adequate consideration and will otherwise take no action which shall have the effect, singularly or in the aggregate, of rendering Developer unable to continue to observe and perform the covenants, agreements, and conditions hereof and the performance of all other obligations required by this Agreement.

(g) Provided all conditions precedent thereto have been satisfied or waived as provided herein, Developer shall design, construct and complete the Project such that it is substantially complete as provided in this Agreement no later than the Completion Date.

7.03 Covenant: Nondiscrimination. Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin in the marketing, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the site, nor shall Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site.

## ARTICLE 8. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AGENCY.

8.01. Representations and Warranties. The Agency represents and warrants to Developer that each of the following statements is currently true and accurate and agrees that Developer may rely on each of the following statements:

(a) The Agency is a validly existing body corporate and politic of the State of Florida, is the duly created community redevelopment agency of the City under Part III, Chapter 163, Florida Statutes (known as the Community Redevelopment Act of 1969), has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations hereunder and under each document or instrument contemplated by this Agreement to which it is or will be a party.

(b) This Agreement and, to the extent such documents presently exist in form accepted by the Agency and Developer, each document contemplated or required by this Agreement to which the Agency is or will be a party have been duly authorized by all necessary action on the part of, and have been or will be duly executed and delivered by, the Agency, and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof (1) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein, (2) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Agency, (3) contravenes or results in any breach of, or default under or, other than as contemplated by this Agreement, results in the creation of any lien or encumbrance upon any property of the Agency under any indenture, mortgage, deed of trust, bank loan or credit agreement, applicable ordinances, resolutions or, on the date of this Agreement, any other agreement or instrument to which the Agency is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Agency outstanding on the Effective Date.

(c) This Agreement and, to the extent such documents presently exist in form accepted by the Agency and Developer, each document contemplated or required by this Agreement to which the Agency is or will be a party constitute, or when entered into will constitute, legal, valid and binding obligations of the Agency enforceable against the Agency in accordance with the terms thereof, except as such enforceability may be limited by public policy or applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(d) There are no pending or threatened actions or proceedings before any court or administrative agency against the Agency, or against any officer of the Agency, which question the validity of any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder or the financial condition of the Agency.

8.02. Covenants. The Agency covenants with Developer that until the earlier of the Termination Date or the Expiration Date:

(a) The Agency shall timely perform or cause to be performed all of the obligations contained herein which are the responsibility of the Agency to perform.

(b) During each year that this Agreement and the obligations of the Agency under this Agreement shall be in effect, the Agency shall cause to be executed and to continue to be in effect those instruments, documents, certificates, permits, licenses and approvals, and shall cause to occur those events contemplated by this Agreement that are applicable to and are the responsibility of the Agency.

(c) The Agency shall assist and cooperate with Developer to accomplish the development of the Project in accordance with this Agreement and the Project Plans and Specifications, will carry out its duties and responsibilities contemplated by this Agreement, and will not violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable thereto, and, to the extent permitted by law, the Agency will not enact or adopt or urge or encourage the adoption of any ordinances, resolutions, rules, regulations or orders or approve or enter into any contracts or agreements, including issuing any bonds, notes, or other forms of indebtedness, that will result in any provision of this Agreement to be in violation thereof.

(d) The Agency shall maintain its financial capability to carry out its responsibilities as contemplated by this Agreement and shall notify Developer of any event, condition, occurrence, or change in its financial condition which adversely affects, or with the passage of time is likely to adversely affect, the Agency's financial capability to carry out its responsibilities contemplated hereby.

#### ARTICLE 9. DEFAULT; TERMINATION.

##### 9.01. Default by Developer.

(a) Provided the Agency is not then in default of this Agreement under Section 9.02 hereof, there shall be an "event of default" by Developer upon the occurrence of any one or more of the following after the Effective Date:

(1) Developer shall fail to perform or comply with any material provision of this Agreement applicable to it within the time prescribed therefor; provided, however, that suspension of or delay in performance by Developer during any period in which the Agency is in default of this Agreement as provided in Section 9.02 hereof will not constitute an event of default by Developer under this subsection (a); or

(2) Developer shall make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation or shall file an answer admitting, or shall fail reasonably to contest, the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Developer or any material part of such entity's properties; or

(3) Within sixty (60) days after the commencement of any proceeding by or against Developer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed or otherwise terminated, or if, within sixty (60) days after the appointment without the consent or acquiescence of Developer of any trustee, receiver or liquidator of any of such entities or of any material part of any of such entity's properties, such appointment shall not have been vacated.

(b) (1) If an event of default by Developer described in subsection (a) above shall occur, the Agency shall provide written notice thereof to Developer, and, if such event of



default shall not be cured by Developer within thirty (30) days after receipt of the written notice from the Agency specifying in reasonable detail the event of default by Developer, or if such event of default is of such nature that it cannot be completely cured within such time period, then if the Agency is not then in default of this Agreement and Developer shall not have commenced to cure such default within such thirty (30) day period and shall not diligently prosecute such cure to completion within such reasonable longer period of time as may be necessary then, in addition to any remedy available under Section 9.03, the Agency may terminate this Agreement or pursue any and all legal or equitable remedies to which the Agency is entitled, provided, however, if Developer shall fail to cure such event of default within said thirty (30) day or longer period or ceases to proceed diligently to timely cure such event of default, then the Agency may proceed to enforce other available remedies without providing any additional notice to Developer. The Agency shall have no obligation to make the payments provided in Article 6 herein, while developer is in default.

(2) Any attempt by the Agency to pursue any of the above referenced remedies will not be deemed an exclusive election of remedy or waiver of the Agency's right to pursue any other remedy to which either may be entitled.

(3) Any time periods or deadlines provided in this Agreement shall be tolled or extended by the amount of time to cure any event of default hereunder if such event affects Developer's or Agency's ability to perform by such deadline or the expiration of such period.

(c) In the event of a termination of this Agreement pursuant to this Section 9.01, the Agency shall not be obligated to make or to continue to make any payments provided for in Article 6.

#### 9.02. Default by the Agency.

(a) Provided Developer is not then in default under Section 9.01, there shall be an "event of default" by the Agency under this Agreement in the event the Agency shall fail to perform or comply with any material provision of this Agreement applicable to it; provided, however, that suspension of or delay in performance by the Agency during any period in which Developer is in default of this Agreement as provided in Section 9.01 hereof will not constitute an event of default by the Agency under this subsection (a).

(b) If an event of default by the Agency described in subsection (a) shall occur, Developer shall provide written notice thereof to the Agency, and, after expiration of the curative period described in paragraph (c) below, may terminate this Agreement, institute an action to compel specific performance of the terms hereof by the Agency or pursue any and all legal or equitable remedies to which Developer is entitled; provided, however, if the event of default by the Agency occurs on or prior to the Commencement Date, any monetary recovery by Developer in any such action shall not include any lost profits or consequential damages and shall be limited to bona fide third-party out-of-pocket costs and expenses, including reasonable attorneys' fees, incurred by Developer in connection with the negotiation of this Agreement as well as any investigation, due diligence, development, design or construction costs incurred by Developer in connection with the proposed acquisition and development of the Site, unless any such default by the Agency was willful and committed in bad faith with reckless disregard for the rights of Developer.

(c) Developer may not terminate this Agreement or institute an action described in paragraph (b) above if the Agency cures such event of default within thirty (30) days after receipt by the Agency of written notice from Developer specifying in reasonable detail the event of default by the Agency, or if any such event of default is of such nature that it cannot be completely cured within such period, then within such reasonably longer period of time as may be necessary to cure such default, provided however, if the Agency is proceeding diligently and in good faith, the curative period shall be extended for a period of not exceeding an aggregate of thirty (30) days without any approval or consent of Developer being required, but such approval will be required (and shall be given or withheld in Developer's sole discretion) if the curative period is to be extended beyond thirty (30) days after the notice of default has been given by Developer to the Agency if the Agency has commenced to cure such default within such thirty (30) day period and is diligently prosecuting such curative action to completion. The Agency shall within said thirty (30) day period or such longer period promptly, diligently and in good faith proceed to cure such event of default after receipt of the notice from Developer and shall succeed in curing such event of default within said period of time, provided, however, if the Agency shall fail to cure such event of default within said thirty (30) day or longer period or ceases to proceed diligently to timely cure such event of default, then Developer may proceed with its available remedies without providing any additional notice to the Agency.

(d) Any attempt by Developer to pursue any of the remedies referred to in paragraphs (a), (b), or (c) above will not be deemed an exclusive election of remedy or waiver of Developer's right to pursue any other remedy to which it might be entitled.

(e) Any time periods or deadlines provided in this Agreement shall be tolled or extended by the amount of time to cure any event of default hereunder if such event affects Developer's or Agency's ability to perform by such deadline or the expiration of such period.

9.03. Obligations, Rights and Remedies Cumulative. Unless specifically stated herein to the contrary, the specified rights and remedies to which either the Agency or Developer are entitled under this Agreement are not exclusive and are intended to be in addition to any other remedies or means of redress to which the Agency or Developer may lawfully be entitled and are not specifically prohibited by this Agreement. The suspension of, or delay in, the performance of its obligations by Developer, while the Agency shall at such time be in default of their obligations hereunder shall not be deemed to be an "event of default." The suspension of, or delay in, the performance of the obligations by the Agency while Developer shall at such time be in default of its obligations hereunder shall not be deemed to be an "event of default" by the Agency.

9.04. Non-Action on Failure to Observe Provisions of this Agreement. The failure of the Agency or Developer to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any Exhibit hereto, or any other agreement, instrument or document of whatever form or nature contemplated hereby shall not be deemed a waiver of any right or remedy that the Agency or Developer may have, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

9.05. Termination.

(a) Developer and the Agency acknowledge and agree that as of the Effective Date certain matters mutually agreed by the parties hereto are essential to the successful development of the Project have not been satisfied or are subject to certain conditions, legal requirements or approvals beyond the control of any of the parties hereto or which cannot be definitely resolved under this Agreement. In recognition of these events or conditions, the parties hereto mutually agree that, provided the appropriate or responsible party therefor diligently and in good faith seeks to the fullest extent of its capabilities to cause such event or condition to occur or be satisfied, the failure of the events or conditions listed in subsection (b) below to occur or be satisfied shall not constitute an event of default by any party under this Article 9, but may be the basis for a termination of this Agreement as provided in this Section 9.05.

(b) In addition to any other rights of termination provided elsewhere in this Agreement, this Agreement may be terminated as provided in subsection (c) after the occurrence of any of the following events or conditions:

(1) All of the Site is taken by the exercise of the power of eminent domain by a governmental authority (except the City or the Agency) or a person entitled to exercise such power or benefiting there from, or such part of the Site is taken by the power of eminent domain so as to render the Project commercially unfeasible or unusable for its intended uses as contemplated by this Agreement;

(2) The appropriate governmental authority (but not including the City in exercise of its governmental and regulatory authority and responsibility), upon petition by Developer, unduly delays or denies or fails to issue the Permits, issue the Building Permits, or approve any other land use approval necessary to commence construction of the Project on the Site;

(3) A moratorium on new construction is imposed by a governmental authority within the City or Pinellas County so as to prevent construction of the Project to commence;

(4) The City or other appropriate governmental authority has issued a concurrency compliance certificate or a reservation of services capacity as described in Section 3.05 and such certificate or reservation has been revoked, repealed, superseded, or otherwise no longer of any effect or Developer is unable to rely upon such certificate or reservation, if such a certificate or reservation is required for development of the Project on the Site, and Developer cannot obtain a new or replacement certificate or reservation for the Project.

(5) The City approves an amendment to the Plan which is inconsistent with the Project being located on the Site.

(c) Upon the occurrence of an event described in subsection (b), then Developer or the Agency may upon determining that such event cannot reasonably be expected to change in the foreseeable future so as to allow development of the Project, may elect to terminate this Agreement by giving a notice to the other party hereto within thirty (30) days of the occurrence of such event or the determination of inability to cause a condition precedent to occur or be satisfied, stating its election to terminate this Agreement as a result thereof, in which case this

Agreement shall then terminate, provided, however, only Developer may elect to terminate this Agreement upon the occurrence of an event described in paragraph (5).

(d) In the event of a termination pursuant to Section 9.05(b), neither Developer nor the Agency shall be obligated or liable one to the other in any way, financially or otherwise, for any claim or matter arising from or as a result of this Agreement or any actions taken by Developer and the Agency, or any of them, hereunder or contemplated hereby, and each party shall be responsible for its own costs.

(e) Notwithstanding anything to the contrary contained herein, in the event that any party shall have, but shall not exercise, the right hereunder to terminate this Agreement because of the non-satisfaction of any condition specified herein, and such condition is subsequently satisfied, then the non-satisfaction of such condition shall no longer be the basis for termination of this Agreement.

#### 9.06. Termination Certificate.

(a) In the event of a termination of this Agreement as provided in 9.05 prior to the Expiration Date, each of the parties hereto do covenant and agree with each other to promptly execute a certificate prepared by the party electing to terminate this Agreement, which certificate shall expressly state that this Agreement has been terminated in accordance with its terms, is no longer of any force and effect except for those provisions hereof which expressly survive termination, that the rights, duties and obligations of the parties hereto have been terminated and released (subject to those surviving provisions hereof, including but not limited to paragraph 5.06) and that the Site is no longer subject to any restrictions, limitations or encumbrances imposed by this Agreement.

(b) The certificate described in subsection (a) shall be prepared in a form suitable for recording and promptly after execution by all of the parties hereto shall be recorded in the public records of Pinellas County, Florida. The cost of recording the termination certificate shall be paid by the terminating party.

9.07 Remedies. All remedies provided for herein and under Florida law shall be cumulative and shall survive the technical termination of this Agreement pursuant to execution, delivery and recordation of a Termination Certificate or otherwise hereunder.

### ARTICLE 10. UNAVOIDABLE DELAY.

#### 10.01. Unavoidable Delay.

(a) Any delay in performance of or inability to perform any obligation under this Agreement (other than an obligation to pay money) due to any event or condition described in paragraph (2) as an event of "Unavoidable Delay" shall be excused in the manner provided in this Section 10.01.

(b) "Unavoidable Delay" means any of the following events or conditions or any combination thereof: acts of God, acts of the public enemy, riot, insurrection, terrorist attack, war, pestilence, archaeological excavations required by law, unavailability of materials after timely ordering of same, epidemics, quarantine restrictions, freight embargoes, fire, lightning,

hurricanes, earthquakes, tornadoes, floods, extremely abnormal and excessively inclement weather (as indicated by the records of the local weather bureau for a five-year period preceding the Effective Date), strikes or labor disturbances, delays due to proceedings under Chapters 73 and 74, Florida Statutes, restoration in connection with any of the foregoing or any other cause beyond the reasonable control of the party performing the obligation in question, including, without limitation, such causes as may arise from the act of the other party to this Agreement, or acts of any governmental authority (except that acts of the Agency shall not constitute an Unavoidable Delay with respect to performance by the Agency).

(c) An application by any party hereto (referred to in this paragraph (c) and in paragraph (d) as the "Applicant") for an extension of time pursuant to subsection (a) must be in writing, must set forth in detail the reasons and causes of delay, and must be filed with the other party to this Agreement within thirty (30) days following the occurrence of the event or condition causing the Unavoidable Delay or thirty (30) days following the Applicant becoming aware (or with the exercise of reasonable diligence should have become aware) of such occurrence.

(d) The Applicant shall be entitled to an extension of time for an Unavoidable Delay only for the number of days of delay due solely to the occurrence of the event or condition causing such Unavoidable Delay and only to the extent that any such occurrence actually delays that party from proceeding with its rights, duties and obligations under this Agreement affected by such occurrence.

## ARTICLE 11. MISCELLANEOUS.

### 11.01. Assignments.

(a) (1) Prior to the earlier of the Termination Date or the Expiration Date, Developer may sell, convey, assign or otherwise dispose of any or all of its right, title, interest and obligations in and to the Project, or any part thereof to any person with the prior written consent of the Agency, which shall not be unreasonably withheld, provided that such party (hereinafter referred to as the "assignee"), to the extent of the sale, conveyance, assignment or other disposition by Developer to the assignee, shall be bound by the terms of this Agreement the same as Developer for such part of the Project as is subject to such sale, conveyance, assignment or other disposition, except for the sale of a condominium in the ordinary course of business.

(2) If the assignee of Developer's right, title, interest and obligations in and to the Project, or any part thereof, assumes all of Developer's obligations hereunder for the Project, or that part subject to such sale, conveyance, assignment or other disposition, then Developer shall be released from all such obligations hereunder which have been so assumed by the assignee, and the Agency agrees to execute an instrument evidencing such release, which shall be in recordable form.

(b) An assignment of the Project, or any part thereof, by Developer to any corporation, limited partnership, general partnership, or joint venture, in which Developer is the or a general partner or has either the controlling interest or through a joint venture or other arrangement shares equal management rights with a financial institution and maintains such controlling interest or equal management rights for the term of this Agreement shall not be deemed an assignment or transfer subject to any restriction on or approvals of assignments or

transfers imposed by this Section 11.01, provided, however, that notice of such assignment shall be given by Developer to the Agency no less than thirty (30) days prior to such assignment being effective and the assignee shall be bound by the terms of this Agreement to the same extent as would Developer in the absence of such assignment. If Developer shall at any time withdraw or be replaced as a general partner or no longer have the controlling interest or management rights as described in this subsection, then that event shall constitute an assignment of Developer's right, title, interest or obligations under this Agreement for purposes of this Section 11.01 and the prior approval of the Agency shall be obtained before such an event shall be effective.

11.02. Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the Agency, and its successors and assigns, and Developer, and its successors and assigns, except as may otherwise be specifically provided herein.

11.03. Notices.

(a) All notices, demands, requests for approvals or other communications given by either party to another shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested or by overnight courier service, facsimile transmission, or by hand delivery to the office for each party indicated below and addressed as follows:

To Developer:

Daniels Ikajevs  
The Ring Workspaces, LLC  
331 Cleveland St., #2502  
Clearwater, FL 33755  
FAX # (727) \_\_\_\_\_

with copies to:

David E. Platte, Esq.  
Trask Daigneault, LLP  
1001 S. Ft. Harrison Ave., Suite 201  
Clearwater, FL 33756  
Attention: David E. Platte  
Phone: (727) 733-0494  
Fax #: (727) 733-2991

To the Agency:

Community Redevelopment Agency of  
the City of Clearwater  
112 S. Osceola Avenue  
Clearwater, FL 33756  
Attention: Seth Taylor  
FAX # (727) 562-4052

with copies to:

Pamela K. Akin, City Attorney  
City of Clearwater  
112 S. Osceola Avenue  
Clearwater, FL 33756  
Attention: City Attorney  
FAX # (727) 562-4021

(b) Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the third (3rd) business day after mailing. Refusal by any person to accept delivery of any notice delivered to the office at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Section 11.03. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other parties and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular party hereto, all other parties may rely upon the last address given.

11.04. Severability. If any term, provision or condition contained this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.05. Applicable Law and Construction. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. This Agreement has been negotiated by the Agency and Developer, and the Agreement, including, without limitation, the Exhibits, shall not be deemed to have been prepared by the Agency or Developer, but by all equally.

11.06. Venue; Submission to Jurisdiction.

(a) For purposes of any suit, action, or other proceeding arising out of or relating to this Agreement, the parties hereto do acknowledge, consent, and agree that venue thereof is Pinellas County, Florida.

(b) Each party to this Agreement hereby submits to the jurisdiction of the State of Florida, Pinellas County and the courts thereof and to the jurisdiction of the United States District Court for the Middle District of Florida, for the purposes of any suit, action, or other proceeding arising out of or relating to this Agreement and hereby agrees not to assert by way of a motion as a defense or otherwise that such action is brought in an inconvenient forum or that the venue of such action is improper or that the subject matter thereof may not be enforced in or by such courts.

(c) If at any time during the term of this Agreement Developer is not a resident of the State of Florida or has no office, employee, agency or general partner thereof available for service of process as a resident of the State of Florida, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, employee, agent, or general partner available for service of process in the State of Florida, Developer hereby designates the Secretary of State, State of Florida, its agent for the service of process in any court action between it and the Agency arising out of or relating to this Agreement and such service shall be made as provided by the laws of the State of Florida for service upon a non-resident; provided, however, that at the time of service on the Florida Secretary of State, a copy of such service shall be delivered to Developer at the address for notices as provided in Section 11.03.

11.07. Agreement Not a Chapter 86-191, Laws of Florida, Development Agreement. Developer and the Agency acknowledge, agree and represent that this Agreement, including, without limitation, any of the Exhibits, is not a development agreement as described in Sections 19-31, Chapter 86-191, Laws of Florida, codified as Sections 163.3220-163.3243, Florida Statutes.

11.08. Estoppel Certificates. Developer and the Agency shall at any time and from time to time, upon not less than ten (10) days prior notice by another party hereto, execute, acknowledge and deliver to the other parties a statement in recordable form certifying that this Agreement has not been modified and is in full force and effect (or if there have been modifications that the said Agreement as modified is in full force and effect and setting forth a notation of such modifications), and that to the knowledge of such party, neither it nor any other party is then in default hereof (or if another party is then in default hereof, stating the nature and details of such default), it being intended that any such statement delivered pursuant to this Section 11.08 may be relied upon by any prospective purchaser, mortgagee, successor, assignee of any mortgage or assignee of the respective interest in the Project, if any, of any party made in accordance with the provisions of this Agreement.

11.09. Complete Agreement; Amendments.

(a) This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral, including the RFP and the Proposal.

(b) Any provisions of this Agreement shall be read and applied in para materia with all other provisions hereof.

(c) This Agreement cannot be changed or revised except by written amendment signed by all parties hereto.

11.10. Captions. The article and section headings and captions of this Agreement and the table of contents preceding this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any article, section, subsection, paragraph or provision hereof.

11.11. Holidays. It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given on a Saturday or Sunday or on a legal holiday observed in the City, it shall be postponed to the next following business day.

11.12. Exhibits. Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto shall be treated as if they are part of this Agreement.

11.13. No Brokers. The Agency and Developer hereby represent, agree and acknowledge that no real estate broker or other person is entitled to claim or to be paid a



commission as a result of the execution and delivery of this Agreement, including any of the Exhibits, or any proposed improvement, use, disposition, lease, conveyance or acquisition of any or all of the Site.

11.14. Not an Agent. During the term of this Agreement, Developer hereunder shall not be an agent of the City or the Agency, with respect to any and all services to be performed by Developer (and any of its agents, assigns, or successors) with respect to the Project, and the Agency is not an agent of Developer (and any of its agents, assigns, or successors).

11.15. Memorandum of Development Agreement. The Agency and Developer agree to execute, in recordable form, on the Effective Date, the short form "Memorandum of Agreement for Development," the form of which is attached hereto as Exhibit D, and agree, authorize and hereby direct such Memorandum to be recorded in the public records of Pinellas County, Florida, as soon as possible after execution thereof. The Agency shall pay the cost of such recording.

11.16. Public Purpose. The parties acknowledge and agree that this Agreement satisfies, fulfills and is pursuant to and for a public purpose and municipal purpose and is in the public interest, and is a proper exercise of the Agency's power and authority under the Act.

11.17. No General Obligation. In no event shall any obligation of the Agency under this Agreement be or constitute a general obligation or indebtedness of the City or the Agency, a pledge of the ad valorem taxing power of the City or the Agency or a general obligation or indebtedness of the City or the Agency within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds. Neither Developer nor any other party under or beneficiary of this Agreement shall ever have the right to compel the exercise of the ad valorem taxing power of the City, the Agency or any other governmental entity or taxation in any form on any real or personal property to pay the City's or the Agency's obligations or undertakings hereunder.

11.18. Technical Amendments. In the event that due to minor inaccuracies contained herein or any Exhibit attached hereto or any other agreement contemplated hereby, or due to changes resulting from technical matters arising during the term of this Agreement, the parties agree that amendments to this Agreement required due to such inaccuracies, unforeseen events or circumstances which do not change the substance of this Agreement may be made and incorporated herein. The Chairman of the Agency is authorized to approve such technical amendments on behalf of the Agency, respectively, and is authorized to execute any required instruments, to make and incorporate such amendment to this Agreement or any Exhibit attached hereto or any other agreement contemplated hereby.

11.19. Term; Expiration; Certificate.

(a) If not earlier terminated as provided in Section 9.05, the term of this Agreement shall expire and this Agreement shall no longer be of any force and effect (except for those matters which specifically survive such expiration) on the seventh (7<sup>th</sup>) anniversary of the Effective Date.

(b) Upon completion of the term of this Agreement, all parties hereto shall execute the Agreement Expiration Certificate. The Agreement Expiration Certificate shall constitute (and

it shall be so provided in the certificate) a conclusive determination of satisfactory completion of all obligations hereunder and the expiration of this Agreement.

(c) The Agreement Expiration Certificate shall be in such form as will enable it to be recorded in the public records of Pinellas County, Florida. Following execution by all of the parties hereto, the Agreement Expiration Certificate shall promptly be recorded by Developer in the public records of Pinellas County, Florida, and Developer shall pay the cost of such recording.

11.20. Effective Date. Following execution of this Agreement (and such of the Exhibits as are contemplated to be executed simultaneously with this Agreement) by the authorized officers of the Agency and by authorized representatives of Developer following approval hereof by the Agency and Developer, this Agreement (and any executed Exhibits) shall be in full force and effect in accordance with its terms and upon the recording of the Memorandum of Development Agreement as contemplated by Section 11.15 hereof. Upon termination of the Development Agreement or expiration of its term, the Agency and Developer shall execute a release of the recorded Memorandum of the Development Agreement. A copy of said release is attached hereto as Exhibit M.

#### 11.21 Miscellaneous

(a) Developer shall be authorized to utilize the parking spaces designated for The Ring or members of The Ring including Agency and Spark partners for nights, weekends and special event parking as agreed upon between Developer and the CRA Director. However, in such case, no less than 10 spaces shall be marked and reserved for The Ring tenants during at all times.

(b) Developer shall be allowed to substitute collateral for the Performance Mortgage, reasonably satisfactory to Agency. However substituting collateral in no way alters or releases Developers obligation to provide 60 parking spaces for exclusive use of The Ring at 630 Laura Street, as provided herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and their respective seals affixed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

COMMUNITY REDEVELOPMENT AGENCY OF  
THE CITY OF CLEARWATER, FLORIDA

By: \_\_\_\_\_  
George N. Cretekos  
Chairperson

Approved as to form:

Attest:

\_\_\_\_\_  
Pamela K. Akin  
City Attorney

\_\_\_\_\_  
Rosemarie Call  
City Clerk

Witnesses:

The Ring Workspaces, LLC,  
a Florida limited liability company

\_\_\_\_\_

By: \_\_\_\_\_  
Daniels Ikajevs, its Managing Member

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010 by Daniels Ikajevs, Managing Member of The Ring Workspaces, LLC, a Florida limited liability company and on behalf of said company. He is personally known to me or have produced a valid driver's license as identification.

(SEAL)

\_\_\_\_\_  
Printed/Typed Name:  
Notary Public-State of Florida  
Commission Number:

EXHIBIT A  
LEGAL DESCRIPTION  
[TO BE FURNISHED]

## LIST OF EXHIBITS

EXHIBIT A	--	Legal Description
EXHIBIT B	--	Project Plans and Specifications
EXHIBIT C	--	Performance Mortgage
EXHIBIT D	--	Memorandum of Agreement for Development
EXHIBIT E	--	Agreement Expiration Certificate
EXHIBIT F	--	Agreement Termination Certificate
EXHIBIT G	--	Business Plan
Exhibit H	--	Budget and CRA construction contributions
Exhibit I	--	City Membership Plan with floor plan
Exhibit J		Lease between 600 Cleveland, LLC and The Ring Workspaces, LLC
Exhibit K		Annual Report
Exhibit L		Landlord Guarantee
Exhibit M		Release of Memorandum of Development Agreement