

Addendum # 1
ITN DOH 6400380

DATE: June 3, 2011
TO: Prospective Proposers
FROM: Kimberly Cowling, Leasing Administrator
SUBJECT: Addendum # 1 to DOH 640:0380

The purpose of this Addendum is to post the questions (and responding answers) that were received by potential bidders during the period for questions listed in the ITN key dates.

Question #1: Tenant only needs to give 3 months notice to renew term not soon enough. We would want 180 days prior notice. Please advise.

Answer: [The Agency will not amend the renewal provision.](#)

Question #2: Please specify if Landlord or Tenant provides utilities, janitorial, light bulb replacement, etc.

Answer: [Landlord.](#)

Question #3: Is there any case where the Tenant maintains the HVAC system?

Answer: [No.](#)

Question #4: How does the rent being contingent on legislature authorizing funding affect approval of the lease and the timelines to deliver the space?

Answer: [Although there are standard approvals that need to be completed prior to full lease execution, it is not anticipated at this time that Section 18 of the lease agreement relating to the Availability of Funds would affect the timeliness for the Landlord to deliver the space.](#)

Question #5: Typical provisions to recover costs in the case of early termination or downsizing include reimbursement of unamortized costs including prepaid leasing commissions and tenant improvements. Is this acceptable? Relates to number 6.

Answer: [Section 255.25\(3\)\(e\) and \(f\), Florida Statutes, outlines the process for reimbursement.](#)

Question #6: Six (6) month termination clause if state owned building becomes available---anywhere, not just Jacksonville

Answer: [Correct.](#)

Question #7: As the State Fire Marshall is to review and approve plans, the Lease says review within 10 days for existing space but provides no remedy for Landlord for failure of Fire Marshall to perform its review. What provision can be made by the State?

Answer: [No additional provisions shall be made.](#)

Question #8: As the space is to have an energy performance analysis performed by a licensed engineer at Landlord's expense, what timeline provision does the State allow for this work?

Answer: [The EPA is not required for the ITN submittal but must be completed prior to the Notice of Intent to Award.](#)

Question #9: Tenant may make alterations to the premises with Landlords written consent not to be capriciously withheld. State will not be authorized to perform said work when infrastructure load is affected without Landlord's direct supervision.

Answer: [This is a full service and turn-key lease and all interior build out is required to be completed by the Landlord. Landlord is also responsible for confirming any load/infrastructure issues.](#)

Question #10: While Tenant has extensive self help remedies for Landlord default, they cannot include setoff of rent due.

Answer: [This is not acceptable.](#)

Question #11: The time period of approximate date of lease execution of September 1, 2011 and Lease Commencement of November 1, 2011 is insufficient time to obtain a building permit and construct the space and provide time for Tenant set up. A minimum of 90 days will be needed. Please comment.

Answer: The state has an existing lease commitment that expires on October 31, 2011 and welcomes alternative scenarios from Proposers to ensure that any delay does not adversely affect the state.

Question #12: All terms and conditions in the lease are subject to lender approval.

Answer: Understood, however, the Proposer should obtain any necessary approvals prior to the submittal of the ITN. The Proposer – and any other related party – MUST agree to the state's lease.

Question #13: Will the State use power poles for cubes that are not fed from the wall? If so will they provide the poles?

Answer: Yes and yes.

Question #14: Is the Project Schedule to be included with the Reply?

Answer: Although not required, a project schedule may be included with the ITN Reply.

Question #15: Page 15, IV-J – Should the reference to Attachment H be Attachment G?

Answer: Yes.

Question #16: Page 17, IV-M – Parking calls for 140 spaces. Attachment A provides 205 seats. What are the agency's wishes?

Answer: 140 parking spaces is the minimum requirement.

Question #17: Page 21 – Attachment A calls for three storage areas and three open work areas. The bottom of page 25 calls for four of each. What are the State's wishes?

Answer: Three (3) storage and three (3) open work areas, however, alternative uses may be determined during space planning.

Question #18: Page 23 – Restrooms – to clarify, the requirement is for three (3) stalls for each restroom, correct?

Answer: Yes.

Question #19: We wish to confirm that this ITN requires no live load certification, no crime statistics, and no HVAC certification.

Answer: The Proposer is not required to provide this information with its Reply; however, the state may require said information from the Proposer during negotiations or may independently obtain said information to be utilized for its evaluation of any location.

Question #20: Page 57 – May we obtain a copy of the Escrow Agreement?

Answer: A sample escrow agreement is attached.

Question #21: Please confirm what is to be escrowed.

Answer: Total amount of both the Tenant Improvements and commissions.

Question #22: Is a bank guarantee or a Bank Stand-By Letter of Credit acceptable to the State?

Answer: Please refer to the ITN specifications for what is required.

Question #23: Will the Lessor be entitled to recover unamortized tenant improvement money plus interest in the event the State exercises its rights under the "20% reduction" provision?

Answer: No.

Question #24: Will the Lessor be entitled to recover unamortized tenant improvement money plus interest in the event the State cancels the lease in accordance with Articles 18 or 21 of the lease?

Answer: Section 255.25(3)(e) and (f), Florida Statutes, outlines the process for reimbursement.

Question #25: Will the State accept rent-free occupancy?

Answer: Yes.

ESCROW AGREEMENT

This **ESCROW AGREEMENT**, made and entered into as of _____, _____, by and among _____, a _____ (“Lessor”), **FLORIDA DEPARTMENT OF HEALTH** (“Lessee”), and _____, a _____, as Escrow Agent (“Escrow Agent”).

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS AND RECITALS

Section 1.1. Definitions. The terms defined in this Section 1.1 shall, for all purposes of this Escrow Agreement, have the meanings specified below.

“Escrow Account” means an account established by the Escrow Agent in a Florida Bank, Florida Saving and Loan Association or Florida Trust Company.

“Escrow Agent” means the entity so designated by this Escrow Agreement to receive, hold and disburse the Tenant Improvements Fund.

“Escrow Agent Fee” has the meaning set forth in Section 7.1.

“Escrow Agreement” means this Escrow Agreement and any duly authorized and executed amendment or supplement hereto.

“Escrow Amount” means the amount deposited into the Tenant Improvement Fund, which the parties agree shall be _____.

“Lease” means the Standard Lease Agreement, and any addendums attached thereto, entered into by and between Lessor and Lessee dated _____, 2011, DOH Lease # _____, together with any duly authorized and executed amendment or supplement thereto.

“Non-Retainage Funds” means an amount equal to ninety percent (90%) of the Escrow Amount.

“Payment Request Form” means the document substantially in the form attached hereto as Exhibit A to be executed by Lessor and submitted to Escrow Agent to authorize payment of all or any portion of the Non-Retainage Funds.

“Retainage Funds” means an amount equal to ten percent (10%) of the Escrow Amount.

“Retainage Release Form” means the document substantially in the form attached hereto as Exhibit B to be executed by Lessor and Lessee and submitted to the Escrow Agent to authorize payment of the Retainage Funds.

“Tenant Improvement Costs” means, with respect to the leased premises, the price paid or to be paid for all or any portion of the Tenant Improvements referenced under Lease Addendum _____, in accordance with the design-builder agreement with _____, and Project Schedule attached as Exhibit D.

“Tenant Improvements Fund” means the Escrow Account established and held by Escrow Agent pursuant to this Escrow Agreement.

ARTICLE II. PURPOSE

Section 2.1. Purpose. Lessor seeks to acquire the services of Escrow Agent who will establish and hold a non-interest bearing Escrow Account to facilitate and ensure the Lessee of a timely quality build-out of the Tenant Improvements pursuant to the Lease, the Design-Builder agreement and Project Schedule attached hereto as Exhibit D.

ARTICLE III. APPOINTMENT OF ESCROW AGENT; AUTHORITY

Section 3.1. Appointment of Escrow Agent. Lessor hereby appoints and employs Escrow Agent to receive, hold and disburse the moneys to be paid to Escrow Agent pursuant to this Escrow Agreement, all as hereinafter provided. By executing and delivering this Escrow Agreement, Escrow Agent accepts the duties and obligations of Escrow Agent hereunder. Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no additional duties or obligations shall be implied hereunder.

Section 3.2. Authority. Each of the parties has authority to enter into this Escrow Agreement, and has taken all actions necessary to authorize the execution of this Escrow Agreement by the representatives whose signatures are affixed hereto.

ARTICLE IV. TENANT IMPROVEMENTS FUND

Section 4.1. Tenant Improvements Fund. Escrow Agent shall establish an escrow account designated as the "Tenant Improvements Fund," shall keep such Tenant Improvements Fund separate and apart from all other funds and moneys held by it and shall administer such Tenant Improvements Fund as provided in this Escrow Agreement.

Section 4.2. Deposit. Within five (5) business days following the execution of the Lease, Lessor shall deposit or cause to be deposited with Escrow Agent an amount equal to the Escrow Amount. Escrow Agent shall credit such amount to the Tenant Improvements Fund. Upon receipt of the Escrow Amount, Escrow Agent will deliver a confirmation letter to Lessor and Lessee acknowledging receipt of the Escrow Amount.

Section 4.3. Disbursement of Non-Retainage Funds. Upon receipt of a Payment Request Form executed by Lessor, an amount equal to the Tenant Improvements Cost as shown therein shall be paid, from Non-Retainage Funds, directly by Escrow Agent to the person or entity entitled to payment as specified therein. Although the Payment Request Form may have schedules, invoices and other supporting document attached to it, Lessor will send to Escrow Agent only the page or pages showing the signatures of Lessor, the Tenant Improvements Cost and related payment information, without such schedules, invoices or other supporting documentation. Escrow Agent may act and rely upon the signed Payment Request Form without the need to review or verify any such schedules, invoices or other supporting documentation.

Section 4.4. Disbursement of Retainage Funds. Upon receipt of a Retainage Release Form executed by Lessor and Lessee, the Retainage Funds, or portion thereof, as shown therein, shall be paid directly by Escrow Agent to the person or entity entitled to payment as specified therein. Although the Retainage Release Form may have schedules, invoices and other supporting document attached to it, Lessor will send to Escrow Agent only the page or pages showing the signatures of Lessor and Lessee, and related payment information, without such schedules, invoices or other supporting documentation. Escrow Agent may act and rely upon the signed Retainage Release Form without the need to review or verify any such schedules, invoices or other supporting documentation.

Section 4.5. Transfers Upon Completion. Unless all of the funds deposited by Lessor in the Tenant Improvements Fund have been previously disbursed pursuant to Sections 4.3 and 4.4, or paid to Lessor pursuant to Section 4.6, upon Escrow Agent's receipt of the Retainage Release Form executed by Lessor and Lessee and payment of the Retainage Funds pursuant to Section 4.4, Escrow Agent shall pay all remaining moneys in the Tenant Improvements Fund to Lessor.

Section 4.6. Liquidation. Upon receipt of written notice from Lessor and Lessee that the Lease has been terminated, Escrow Agent shall liquidate all moneys held in the Tenant Improvements Fund and transfer the proceeds thereof and all other moneys held in the Tenant Improvements Fund to Lessor.

ARTICLE V. TRUST; INVESTMENT

Section 5.1. Irrevocable Trust. The moneys held by Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Lessor and Lessee, and such moneys shall be expended only as provided in this Escrow Agreement, and shall not, unless otherwise required by law, be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessor or Lessee.

Escrow Agent shall have no responsibility at any time to ascertain whether or not any security interest exists in the Tenant Improvements Fund or any part of the Tenant Improvements Fund or to file any financing statement under the Uniform Commercial Code of any jurisdiction with respect to the Tenant Improvements Fund or any part thereof.

Section 5.2. Interest. Moneys held by Escrow Agent shall not earn interest.

Section 5.3. Accounting. Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement which shall be available for inspection by Lessor or Lessee, or the agent of either of them, at any time during regular business hours upon prior written request. Escrow Agent shall furnish to Lessor and Lessee, no less than quarterly, an accounting of the Escrow Account.

Section 5.4. Term. This Escrow Agreement shall commence upon the full execution of the Lease by all parties, including, but not limited to, Lessor, Lessee, and the Florida Department of Management Services. This Escrow Agreement shall terminate upon (1) disbursement by Escrow Agent of all moneys held by it hereunder, or (2) if the Escrow Amount is not deposited into the Escrow Account within five (5) business days following the full execution and delivery of the Lease to Lessor. Upon termination, Escrow Agent shall be discharged from all duties and responsibilities under this Escrow Agreement.

ARTICLE VI. ESCROW AGENT'S AUTHORITY; USE OF COUNSEL AND AGENTS

Section 6.1. Validity. Escrow Agent may act upon any writing or instrument or signature which it reasonably believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so, and Escrow Agent shall be under no duty to make any investigation or inquiry as to any of the foregoing.

Section 6.2. Use of Counsel and Agents. Escrow Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers. Escrow Agent, Lessor and Lessee shall be entitled to advice of counsel concerning all matters related to this Escrow Agreement and shall be responsible for the fees and expenses of their counsel, provided, however, that Lessor shall be solely responsible for the payment and/or reimbursement of any and all fees and expenses of counsel incurred by Escrow Agent.

Section 6.3. Disputes, Disagreement, Adverse Claims. Upon written notification to the Escrow Agent by either the Lessor or Lessee of any disagreement between the parties to this Escrow Agreement or among them or any other persons resulting in adverse claims and demands being made in connection with or for any money or other property involved in or affected by this Escrow Agreement, Escrow Agent shall be entitled, at the option of Escrow Agent, to refuse to comply with the demands of such parties, or any of such parties, so long as such disagreement shall continue. In such event, and no later than ten (10) business days from written notification by the Lessor or the Lessee that a dispute, disagreement or adverse claim has arisen, the Escrow Agent shall promptly tender into the registry or custody of any court having jurisdiction, all money and property comprising the Tenant Improvements Fund and may take such other legal action as may be appropriate or necessary, in the opinion of Escrow Agent. Upon such tender, the parties hereto agree that Escrow Agent shall be discharged from all further duties and responsibilities under this Escrow Agreement. Escrow Agent shall have no obligation to take any legal action in connection with this Escrow Agreement except as set forth in this Section 6.3.

Lessor agrees that, whether under this Section 6.3 or any other provisions of this Escrow Agreement, in the event any controversy arises under or in connection with this Escrow Agreement or the Tenant Improvements Fund or in the event that Escrow Agent is made a party to or intervenes in any litigation pertaining to this Escrow Agreement or the Tenant Improvements Fund to reimburse Escrow Agent for all costs and expenses associated with such controversy or litigation, including reasonable attorney's fees.

Section 6.4. Limited Liability of Escrow Agent. Escrow Agent shall have no obligation or liability to any of the other parties under this Escrow Agreement for the failure or refusal of any other party to perform any covenant or agreement made by such party hereunder or under the Lease, but shall be responsible solely for the performance of the duties and obligations expressly imposed upon it as Escrow Agent hereunder.

ARTICLE VII. COMPENSATION

Section 7.1. Escrow Agent Fee. Escrow Agent shall be compensated for its service in connection with the administration of the Tenant Improvements Fund in accordance with this Escrow Agreement based upon standard hourly rates for attorneys and paralegals involved in such administration, and Lessor shall be responsible for the payment of such amounts. In no event, shall the Lessee be responsible or liable for any compensation owed to the Escrow Agent, its attorneys or agents.

ARTICLE VIII. CHANGE OF ESCROW AGENT

Section 8.1. Removal of Escrow Agent. Lessor and Lessee, by written agreement, may by written request, at any time and for any reason, remove Escrow Agent and any successor thereto, and shall thereupon appoint a mutually agreed upon successor or successors thereto.

Section 8.2. Resignation of Escrow Agent. Escrow Agent may resign at any time from its obligations under this Escrow Agreement by providing written notice to the parties hereto. Such resignation shall be effective on the date set forth in such written notice which shall be no earlier than 30 days after such written notice has been given, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been approved by Lessor and Lessee. In the event no successor escrow agent has been appointed on or prior to the date such resignation is to become effective, Escrow Agent shall transfer the remaining balance of the escrow funds to the State of Florida, Department of Financial Services, Division of Treasury, a governmental entity organized under the laws of the State of Florida, to be the successor Escrow Agent. Escrow Agent shall thereupon be relieved of all further duties and obligations under this Escrow Agreement. Escrow Agent shall have no responsibility for the appointment of a successor escrow agent hereunder.

ARTICLE IX. ADMINISTRATIVE PROVISIONS.

Section 9.1. Notice. All written notices to be given under this Escrow Agreement shall be given by mail, by facsimile or by overnight courier to the party entitled thereto at its contact information specified on Exhibit C attached hereto, or at such contact information as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid, or if given by other means, when delivered at the address or facsimile number specified in Exhibit C. Any notice given by any party shall be given to both other parties.

Section 9.2. Assignment. Except as expressly herein provided to the contrary, the rights and duties of each of the parties under this Escrow Agreement shall not be assignable to any person or entity without the written consent of all of the other parties. Notwithstanding the above, Lessor may freely assign all or any part of its interest in this Escrow Agreement and the Tenant Improvements Fund in connection with an assignment by Lessor of its rights under the Lease, if any.

Section 9.3. Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 9.4. Severability. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.5. Entire Agreement; Amendments. This Escrow Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, agreements, and representations, express or implied. However, in the event this Escrow Agreement conflicts with the Lease or the Solicitation documents related to the Lease, those documents shall prevail. By execution of this Escrow Agreement, Escrow Agent shall not be deemed or considered to be a party to any other document, including the Lease.

This Escrow Agreement may be amended, supplemented or modified only by written documents duly authorized, executed and delivered by each of the parties hereto.

Section 9.6. Captions. The captions or headings in this Escrow Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

Section 9.7. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be necessary or proper to carry out the intention or to facilitate the performance of the parties under this Escrow Agreement, and for better assuring and confirming the rights and benefits provided herein.

Section 9.8. Governing Law. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of Florida.

Section 9.9. Execution in Counterparts. This Escrow Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Escrow Agreement.

Section 9.10. Waiver of Jury Trial. Lessor, Lessee and Escrow Agent hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Escrow Agreement.

Section 9.11. Representation. Lessee hereby acknowledges and agrees that Escrow Agent has served as legal counsel for Lessor in connection with the preparation and execution of the Lease and this Escrow Agreement, and will continue to serve as legal counsel for Lessor in connection with the Lease. In the event there is a dispute between Lessor and Lessee related to the Lease during the period either prior to or following the term of this Escrow Agreement, Lessee hereby acknowledges and consents to Escrow Agent's continued representation of Lessor in connection with this Lease. In the event of a dispute between Lessor and Lessee related to the Lease and/or this Escrow Agreement during the term of this Escrow Agreement, Escrow Agent shall not represent Lessor in connection with such dispute without the prior written consent of Lessee.

ARTICLE X. LESSOR INDEMNIFICATION.

Section 10.1. Indemnification. To the extent permitted by applicable law, Lessor agrees to indemnify Escrow Agent and its officers, directors, employees and agents and save Escrow Agent and its officers, directors, employees and agents harmless from and against any and all Claims (as hereinafter defined) and Losses (as hereinafter defined) which may be incurred by Escrow Agent or any of such officers, directors, employees or agents as a result of Claims asserted against Escrow Agent or any of such officers, directors, employees or agents as a result of or in connection with Escrow Agent's capacity as such under this Escrow Agreement by any person or entity. For the purposes hereof, the term "Claims" shall mean all claims, lawsuits, causes of action or other legal actions and proceedings of whatever nature brought against (whether by way of direct action, counterclaim, cross action or impleader) Escrow Agent or any such officer, director, employee or agent, even if groundless, false or fraudulent, so long as the claim, lawsuit, cause of action or other legal action or proceeding is alleged or determined, directly or indirectly, to arise out of, result from, relate to or be based upon, in whole or in part: (a) as a result of Escrow Agent acting or failing to act, *provided, however*, Escrow Agent shall not be relieved from liability for damages arising out of its negligence or willful misconduct under this Escrow Agreement, (b) the acts or omissions of Lessor or Lessee, (c) the appointment of Escrow Agent as escrow agent under this Escrow Agreement, or (d) the performance by Escrow Agent of its powers and duties under this Escrow Agreement; and the term "Losses" shall mean losses, costs, damages, expenses, judgments and liabilities of whatever nature (including but not limited to attorneys', accountants' and other professionals' fees, litigation and court costs and expenses and amounts paid in settlement), directly or indirectly resulting from, arising out of or relating to one or more Claims. Upon the written request of Escrow Agent or any such officer, director, employee or agent (each referred to hereinafter as an "Indemnified Party"), and to the extent permitted by law, Lessor agrees to assume the investigation and defense of any Claim, including the employment of counsel acceptable to the applicable Indemnified Party and the payment of all expenses related thereto and, notwithstanding any such assumption, the Indemnified Party shall have the right, and Lessor agrees to pay the cost and expense thereof, to employ separate counsel with respect to any such Claim and participate in the investigation and defense thereof in the event that such Indemnified Party shall have been advised by counsel that there may be one or more legal defenses available to such Indemnified Party which are different from or additional to those available to Lessor. Lessor hereby agrees that the indemnifications and protections afforded Escrow Agent in this Section 10.1 shall survive the termination of this Escrow Agreement.

In addition to the foregoing, in all cases, Escrow Agent shall be entitled to indemnification from Lessor with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel, which may be counsel to any party hereto, given with respect to any question relating to the duties and responsibilities of Escrow Agent hereunder or (ii) any action taken or omitted to be taken in reliance upon any instrument delivered to Escrow Agent and believed by it to be genuine and to have been signed or presented by the proper party or parties.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of _____, 2011.

Escrow Agent: _____

Lessor: _____

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

Lessee: DEPARTMENT OF HEALTH

By _____
Name: _____
Title: _____

Exhibit A Payment Request Form
Exhibit B Retainage Release Form
Exhibit C Contact Information
Exhibit D Project Schedule

EXHIBIT A

PAYMENT REQUEST FORM

_____, as Escrow Agent under an Escrow Agreement dated as of _____
(the "Escrow Agreement") by and among the Escrow Agent, _____, as Lessor, and **FLORIDA DEPARTMENT OF HEALTH**, as Lessee, is hereby requested to pay, from the Tenant Improvements Fund, to the person or entity designated below as payee, that amount set forth opposite each such name. The terms capitalized in this Payment Request Form but not defined herein shall have the meanings assigned to them in the Escrow Agreement.

Payee

Amount

Dated: _____, 20_____.

Lessor: _____

Lessee: FLORIDA DEPARTMENT OF HEALTH

By _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT B

RETAINAGE RELEASE FORM

_____, as Escrow Agent under an Escrow Agreement dated as of _____
(the "Escrow Agreement") by and among the Escrow Agent, _____, as Lessor, and **FLORIDA DEPARTMENT OF HEALTH**, as Lessee, is hereby requested to pay, from the Tenant Improvements Fund, to the person or entity designated below as payee, the Retainage Funds. The terms capitalized in this Payment Request Form but not defined herein shall have the meanings assigned to them in the Escrow Agreement.

Payee

Amount

Dated: _____, 20_____.

Lessor: _____

Lessee: FLORIDA DEPARTMENT OF HEALTH

By _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT C

CONTACT INFORMATION

Escrow Agent:

Lessor:

Lessee: Florida Department of Health
Kimberly Cowling, Lease Administrator
4052 Bald Cypress Way, Bin B06
Tallahassee, Florida 32399
850-245-4108

EXHIBIT D
PROJECT SCHEDULE