

ORIGINAL  
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**SECTION 367.022(5), FLORIDA STATUTES  
RULE 25-30.060(3)(a), FLORIDA ADMINISTRATIVE CODE**

951235-WS

The application must be signed by the owner or accompanied by a Letter of Authorization from the owner.

NAME OF SYSTEM: Church Triumphant

PHYSICAL ADDRESS OF SYSTEM: 6412 14th St W  
Bradenton, FL 34207

COUNTY WHERE SYSTEM IS LOCATED: Manatee County

NAME OF SYSTEM OWNER(S): Tamiami Sports Associates, LTD

MAILING ADDRESS (IF DIFFERENT): 1937 Golf St  
Sarasota, FL 34236

**PRIMARY CONTACT PERSON:**

NAME: Michael Hodgkinson

ACK ADDRESS: 1937 Golf St

AFA Sarasota, FL 34236

APP PHONE NO.: 941-365-0450

CMR

CTR **NATURE OF OWNER'S BUSINESS ORGANIZATION (CORPORATION, PARTNERSHIP, EA LIMITED PARTNERSHIP SOLE PROPRIETOR, ASSOCIATION, ETC.).**

LEG L

LIN

OPC I believe this system to be exempt from the regulation of the Florida Public Service Commission pursuant to Section 367.022(5),  
RCH Florida Statutes, for the following reasons:

- SEL / 1. Service will be provided solely to tenants.
- WAS / 2. Charges for service will be non-specifically contained in rental charges.
- OTH

SEARCHED

DOCUMENT NUMBER-DATE

03132 MAR 15 88

**APPLICATION FOR LANDLORD-TENANT EXEMPTION**

3. The utility services provided are:

Water ✓ Wastewater ✓  
or Septic \_\_\_\_\_

For service not provided, please state who provides:  
\_\_\_\_\_

4. Attached is a copy of the landlord's most recent version of a standard lease or rental agreement.

If there is no lease or rental agreement, attach a notarized statement to that effect in lieu of the lease or rental agreement.

I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, F.S.

3/12/96  
(Date)

*N.J. Oliveri*  
Owner's Signature

N.J. Oliveri  
Owner's Name (Typed or Printed)

General Partner  
Owner's Title

The original and four copies of the completed application and the standard lease or rental agreement should be mailed to:

**Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850.**

LEASE AGREEMENT

2ND      DECEMBER 1994 (M)

THIS LEASE is made and entered into this 4th day of November 1994, by and between Tamiami Sports Associates, Ltd., a Florida Limited Partnership, hereinafter referred to as "Lessor" and Professional Staff Management, Inc., A Florida Corporation, hereinafter referred to as "Lessee".

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Lessee to be observed and performed, Lessor demises and leases to Lessee, and Lessee takes, accepts, and rents from Lessor, the premises hereinafter described, for the period, at the rental and upon the terms and conditions hereinafter set forth.

1. **DEMISED PREMISES:** Lessor demises and leases to Lessee and Lessee rents from Lessor, those certain premises containing approximately Fourteen thousand Five hundred (14,500) square feet, described as follows:

6414 14th Street West  
Bradenton, Florida 34207

2. **TERM:** This lease shall have a term of five years, commencing the First of March, 1995 (the "Commencement Date"), and terminating 29th of February 2000, unless sooner terminated or renewed as hereinafter provided. As hereinafter provided, Lessor has agreed to make certain improvements to the leased premises. In the event completion of said improvements is delayed beyond the Commencement Date as a result of any act or omission of Lessee, all of Lessee's obligations hereunder, including the payment of rent, shall nonetheless commence as of the Commencement Date. In the event said improvements are not completed by the Lessor, the Lessee's right of possession and obligation for payment of rent shall be delayed until all improvements are completed. In that event, the Commencement Date shall be deemed to be the date Lessee takes possession of the leased premises, which date shall be noted by addendum to this Lease. Upon termination of this Lease, whether by the expiration of the term or otherwise, the continued occupancy or holdover by Lessee shall not create a new Lease or extend the term hereof. Any such holdover shall be deemed to be a tenancy at sufferance. \* See Addendum

3. **RENT AND RENT ADJUSTMENT:** Lessee agrees to pay to Lessor as rent hereunder for the first year of the lease:

The sum of **\$6,533.33** per month in advance. The first month's rent shall be paid on or before the "Commencement Date".

Payment of the remaining monthly rental payments shall commence on April 1, 1995 and will continue on the same day of each month thereafter until the expiration of the term of this lease.

On March 1, 1996, the rent payable hereunder shall be increased to the amount of **\$6,762.00** per month.

On September 1, 1996, the rent payable hereunder shall be increased to the amount of **\$8,760.42** per month.

On March 1, 1997, the rent payable hereunder shall be increased to the amount of **\$9,067.03** per month.

On March 1, 1998, the rent payable hereunder shall be increased to the amount of **\$9,384.38** per month.

On March 1, 1999, the rent payable hereunder shall be increased to the amount of **\$9,712.83** per month.

Upon execution of this Lease, Lessee shall pay to Lessor the sum of **\$9,712.83** plus applicable sales tax being the last month's rent.

Rental payments due hereunder shall be considered delinquent after the tenth (10th) day of each month and if the rent is received by Lessor thereafter, Lessee shall pay with the rental payment an automatic late-fee or penalty in an amount equal to five percent (5%) of the rental payment.

The monthly rental payments are not based on a price per sq.ft. but based upon an agreed upon monthly rental figure for the space that is used.

4. **PERSONAL GUARANTORS:** The obligations of the Lessee hereunder are continuously, unconditionally, severally and jointly guaranteed by Richard G. Ratner, Edward Bongart, and Merit Employer Services, Inc. All guarantors shall execute the Exhibit to this lease.

5. **RENTAL SALES TAX:** Lessee shall pay the amount of any use or sales tax on said rental imposed by the State of Florida or any federal or local government. Said taxes or other assessments shall be paid at the time and in the same manner as each payment of rent.

6. **INSURANCE:** Lessee shall, at all times, carry liability insurance covering any liability by reason of damage to property or of personal injury to any period or persons in or on said demised premises. Such insurance shall be in the amount of not less than \$25,000 for property damage and \$300,000 for personal injury to one person and \$500,000 for personal injury from one accident. Lessor shall, at all times, carry liability insurance covering any liability in or on or about the common areas of real property on which the demised premises are situated in the same amount and for same purposes as specified above.

7. **DAMAGE TO PREMISES:** In the event the premises are damaged by fire, flood or other natural causes, through no fault of the Lessee, resulting in Lessee being unable to use the majority of the premises for its business purposes, and the damages cannot be repaired within ninety (90) days, Lessee may at Lessee's option, terminate this Lease. If such damage can be repaired, or if Lessee elects not to terminate the Lease pursuant to this provision, no rent shall be due for the period during which Lessee is unable to operate its business.

8. **WAIVER OF SUBROGATION:** Each party hereto does remise, release and discharge the other party hereto and any officer, agent, employee or representative of such party, of and

from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of recovery by the injured party under such insurance.

9. **SIGNS:** Lessee may install and maintain signs on the facia of the demised premises in the locations designated for signs and on the sign posts provided by Lessor, provided all signs shall comply with sign ordinance and rules and regulations of the County of Manatee, Florida. Additionally, Lessee may install and maintain signs on the plate glass windows of the unit. No other signs shall be allowed on the building. Lessee can install and maintain maximum signage allowed by the County of Manatee, Florida.

10. **IMPROVEMENTS BY LESSEE:** All improvements required by Lessee shall be constructed by Lessor, at Lessee's expense, in accordance with plans (Lessee will provide Lessor with a full set of signed and sealed working drawings at Lessee's expense) and specifications approved in writing by Lessor, which approval shall not be unreasonably withheld. The monthly rent will be increased by the amount necessary to amortize the cost of the improvements over the term of the lease bearing interest at 8% per annum. Lessee may enter upon the demised premises for the purpose of construction of such improvements and installation of trade fixtures, equipment and furnishings prior to commencement of the term hereof, provided, however, that Lessor shall not be liable to Lessee for damage to or loss of such fixtures, equipment or furnishings. See Addendum

11. **USE OF PREMISES:** Lessee shall occupy and use the demised premises exclusively for professional offices and for related activities, but for no other purposes. Lessee further covenants and agrees to execute and comply promptly with all statutes, ordinances, rules, order, regulations and requirements of federal, state and county governments regulating the use by Lessee of the demised premises. The restrictions set forth in this paragraph shall extend to all agents and employees of Lessee.

12. **WAIVER OF CLAIMS:** Neither Lessor nor Lessor's agents nor servants shall be liable, and Lessee waives all claims for damages to persons or property sustained by Lessee or any occupant of the demised premises resulting from the demised premises or any part thereof or any equipment or appurtenances becoming out of repair, or resulting from any accident in or about the demised premises or resulting directly or indirectly from any act or neglect of any tenant or occupant or of any person, including Lessor's agents and servants. This paragraph shall apply especially but not exclusively to flooding, and to damage caused by refrigerators, sprinkling devices, air conditioning apparatus, water, excessive heat or cold, falling plaster, broken glass, sewage, gas, odors, or noise, or the bursting or leaking of pipes or plumbing fixtures and shall apply equally whether any such damage results from the act or neglect of Lessor, occupants or servants or of any other person, and whether such damage be caused or result from anything or circumstance above mentioned or referred to, or any other thing or circumstances whether of like nature or of a wholly different nature. All property belonging to Lessee or any other occupant of the demised premises who shall be there are the risk of Lessee or such other person only and Lessor shall not be liable for damage thereof or theft or misappropriation thereof.

13. **ACCESS:** Lessor and its agents shall have free access to the demised premises during

all reasonable and regular business hours for the purpose of examining the same and ascertaining that the same are in good repair, to make reasonable repairs, maintain the same or to exhibit the same to prospective purchasers or tenants.

14. **CLEANLINESS AND WASTE**: Lessee shall keep the demised premises in a neat and orderly condition free from waste or debris and shall neither commit or permit any waste or nuisance thereon.

15. **INDEMNITY**: Lessee covenants and agrees that it will protect and save and keep Lessor forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless Lessor against and from any and all claims, loss, cost, damage, or expense, arising out of or from any accident or other occurrences on or about the demised premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless Lessor against and from any and all loss, cost, damage, or expense arising out of any failure of Lessee in any respect to comply with and perform all requirements and provisions of this Lease.

16. **SUBORDINATION**: This Lease and all of the rights of Lessee hereunder are and shall be subject and subordinate to the lien of any mortgage or mortgages hereinafter placed on the demised premises, or any part thereof, or the real property of which the demised premises form a part, and to any and all renewals, modifications, consolidations, replacements, extensions or substitutions or any such mortgage or mortgages. Such subordination shall be automatic without the execution of any further subordination agreements by Lessee. If, however, a written subordination agreement consistent with this provision is required by any mortgagee, Lessee agrees to execute, acknowledge and deliver the same, and in the even of failure to do so, Lessor may, in addition to any other remedies for breach of covenant hereunder, execute, acknowledge and deliver the same as the agent or attorney-in-fact for such purpose and acknowledges that the power granted is a power coupled with an interest. Nothing herein shall be construed to impede Lessee's right to possession, provided Lessee is not in default.

17. **SURRENDER OF PREMISES**: Upon the termination of this Lease, whether by expiration of the term or otherwise, Lessee shall peaceably and quietly leave and surrender the demised premises, broom clean and in good order and condition, ordinary wear and tear expected. All fixtures, air conditioning and heating equipment, other equipment, improvements and appurtenances attached to or building into the demised premises, whether by Lessor or Lessee, shall be and remain a part of the demised premises and shall not be removed by Lessee at the end of the term unless otherwise expressly provided in this paragraph. All electric, plumbing, heating fixtures and outlets, partitions, doors, panelling, molding, shelving, carpeting, floors, ventilating, air conditioning, heating and cooling equipment, without limitation, shall be deemed to be included in such fixtures, improvements, equipment and appurtenances. If furnished at the expense of Lessee, all removable trade fixtures, professional equipment and business equipment shall not be deemed to be included in such fixtures, improvements, equipment and appurtenances, and may be removed by Lessee upon condition that Lessee is not in default hereunder and that such removal does not structurally damage the demised premises or the building in which

the demised premises are located, and upon the condition that Lessee shall immediately repair any damages to the demised premises, or the building in which the demised premises are located, and upon the condition that Lessee shall immediately repair any damages to the demised premises, or the building in which the demised premises are located arising from such removal. Lessee agrees to indemnify and hold Lessor harmless from and against all damages, loss, liabilities, costs or expenses (including reasonable attorney's fees, whether for negotiation, trial, appellate or other legal services) arising from such removal. The failure by Lessee to remove any property which it is entitled to remove hereunder on or prior to the termination of this Lease shall be deemed to constitute an abandonment by Lessee, and such property shall thereupon become the property of Lessor.

In the event Lessee fails to surrender the premises at the expiration or termination of this Lease, the continued occupancy shall be on a month-to-month basis only, at a fixed minimum rental equal to two hundred percent (125%) of the rental prevailing immediately prior to the holding over.

18. **ESTOPPEL CERTIFICATES:** Lessee agrees to provide at any time, within twenty (20) days of Lessor's written request, a certificate certifying that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of monthly rent, the dates to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. It is intended that any such certificate delivered pursuant to this paragraph may be relied upon by any prospective purchaser or mortgagee of the demised premises or any portion thereof.

19. **MECHANIC'S LIENS:** Lessee shall not suffer or permit any mechanics' or other liens to be filed against the demised premises or the project, nor against Lessee's leasehold interest therein, by reason of work, labor, services or materials supplied, or claimed to have been supplied to or at the request of Lessee, or representatives of Lessee, and nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of Lessor, express or implied, to any contractor, sub-contractor, laborer, express or implied, to any contractor, sub-contractor, laborer, materialman, or any other lienor for the performance of any labor or the furnishing of any materials for any specific improvement, alteration or repair of the premises, nor as giving Lessee any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanics' liens against the demised premises.

In accordance with Section 713.10, Florida Statutes, it is hereby agreed that Lessee shall have no power to subject Lessor's interest in demised premises to any claim for mechanics', laborers', materialmen's or other lien, for any improvements made by or at the request of Lessee to the demised premises. Lessee agrees that, at the request of Lessor, the parties shall execute a memorandum and notice of lease complying with the requirements of Section 713.10 for filing in the Public Records of Sarasota County, Florida, reflecting the fact that Lessee has no power to subject Lessor's interest to any such lien.

In the event that any such mechanics', laborers', or materialmen's or other lien is filed against the demised premises or against Lessee's leasehold interest therein or against the project as a result of any act of omission of Lessee, Lessee shall cause the same to be

discharged of record by satisfying the same through payment in full or by transferring such lien to bond as provided by the Florida Mechanics' Lien Law within fifteen (15) days after the date of filing. A failure by Lessee to effect such a discharge shall constitute a default hereunder.

20. **DEFAULT:** If Lessee shall not pay the rent, or any part thereof, required by the terms hereof to be paid by Lessee unto Lessor at the time and in the manner stated, or if Lessee shall be adjudged, voluntarily or involuntarily, bankrupt, or make an assignment for the benefit of creditors, or take the benefit of any insolvency act, or if a receiver should be appointed for or against Lessee, or if there should be a default in the performance of any other covenant, agreement, condition, rule or regulation therein contained, or hereafter established, or the payment of any other sums on the part of Lessee for more than ten (10) working days, or if Lessee shall assign this Lease or sublet the demised premises in violation of the terms of this Lease, then, in any of such events, and, at Lessor's option, terminate and end this Lease and upon giving Lessee thirty (30) days written notice of default, Lessor may re-enter or repossess the demised premises without the necessity for taking legal proceedings to accomplish such re-entry or repossession and dispossess and remove therefrom Lessee or other occupants thereof and their effects without being liable to any prosecution therefore; whereupon the term hereby granted, and at Lessor's option, all right, title and interest under it, shall end and Lessee shall become a tenant at sufferance, or said Lessor may take possession of the demised premises and rent the same for the account of Lessee, and Lessee shall pay Lessor the difference between the rent hereby reserved and agreed to be paid by Lessee for the portion of the term remaining at the time of re-entry or repossession and the amount, if any, received or to be received under such reletting for such portion of the term, the exercise of any which options herein contained shall be in addition to all other remedies provided by law. The parties intend and specifically agree that no trustee, receiver or other representative in insolvency proceedings of Lessee shall have the power to hold the premises pursuant hereto or assign, sell or otherwise dispose of this Lease.

If Lessee fails to pay any sums due hereunder or defaults in the performance of any of the terms, covenants or conditions contained herein, Lessor may at any time thereafter, without notice, perform the same for the account and at the expense of Lessee, and all sums so paid by Lessor, with interest at the highest lawful rate, costs and expenses shall be deemed to be additional rent hereunder and shall be due from Lessee to Lessor, at the written election of Lessor on notice to Lessee, on the first day of the month following the payment by Lessor. Nothing herein contained shall be construed as imposing any obligation upon Lessor to cure any default of Lessee.

21. **ASSIGNMENT AND SUBLETTING:** This Lease may not be assigned in whole or in part and no portion of the demised premises shall be sublet without the prior written consent of Lessor and any attempted assignment of this Lease or subletting of any of the demised premises without such written consent shall be void. Said written consent of Lessor shall not be unreasonably withheld.

22. **WATER, SEWER AND ELECTRICAL SERVICES:** Water and electrical service shall be separately metered to the demised premises and the cost of the same shall be paid by Lessee.



23. **AIR CONDITIONER MAINTENANCE:** Lessor to provide replacement of air conditioning systems, if required, which includes compressors and air handlers, but Lessee is responsible for maintenance and repair of all units which includes filters, freons, etc.
24. **ATTORNEYS' FEES:** If any legal action is instituted by Lessor or Lessee to enforce this Lease, or any part hereof, to recover any sums owing hereunder, for any default hereunder, or to prevent a violation hereof, the prevailing party shall be entitled to recover reasonable attorney's fees (whether for negotiations, trial, appellate or other legal services) and court costs from the other party.
25. **GOVERNING LAWS:** The laws of the State of Florida shall govern the validity, performance and enforcement of this Lease.
26. **SAVING CLAUSE:** The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.
27. **PARAGRAPH HEADINGS:** The paragraph titles herein are for convenience only and do not define, limit, or construe the contents of such paragraphs.
28. **SUCCESSORS:** It is agreed that the provisions, covenants, and conditions of this Lease shall be binding on the legal representatives, heirs, successors and assigns of the respective parties hereto.
29. **EXECUTION DATE:** Lessee shall have until 12/2/94 1994 to fully execute this Lease and return the same to TAMAMI SPORTS ASSOCIATES, LTD., 1937 Golf Street, Sarasota, Florida 34236, failing which the terms of this Lease shall be null and void and the parties shall have no further obligations hereunder.
30. **ENTIRE AGREEMENT:** This Lease and the Exhibits attached hereto, and forming a part hereof, set forth all of the covenants, promises, agreement, conditions, and understandings between Lessor and Lessee governing the demised premises. There are no covenants, promises, agreements, conditions and understandings, either oral or written, between them other than those herein set forth. Except as herein provided, no subsequent alterations, amendments, changes or additions to this Lease shall be binding upon Lessor or Lessee unless and until reduced to writing and signed by both parties. Submission of this instrument by Lessor to Lessee for examination shall not bind Lessor in any manner, and no lease, contract, option, agreement to lease or other obligation of Lessor shall arise until this instrument is signed by Lessor and Lessee in duplicate and an original is delivered to Lessor and Lessee.
31. **SECURITY DEPOSIT:** Lessee has, upon execution of this Lease and concurrently therewith, deposited with Lessor a security deposit of SEVEN THOUSAND DOLLARS (\$7,000.00) as security for the full and faithful performance of every provision of this Lease to be performed by Lessee. If Lessee defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of rent, Lessor may use, apply, or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any other amount which Lessor may spend or become obligated to spend by reason of Lessee's default or to compensate Lessor for any other

loss, cost or damage which Lessor may suffer by reason of Lessee's default. If any portion of said deposit is so used or applied, Lessee shall, within five (5) days after written demand, deposit cash with Lessor in an amount sufficient to restore the security deposit to its original amount; and Lessee's failure to do so shall be a material breach of this Lease. If Lessee shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Lessee (or, at Lessor's option, to the last transferee of Lessee's interest hereunder) within a reasonable time after both the expiration of the Lease term and the Lessee's delivery of the Premises to Lessor, provided, however, that Lessor may retain the security deposit until such time as any amount due from Lessee has been determined and paid in full.

Lessor is allowed to use Security Deposit for improvements of the property and Lessor will give credit to Lessee in the form of return of deposit when Lease has been satisfied or a credit against lease payments.

32. LATE CHARGES: Lessee will be charged a late charge of 5% on the monthly rent each time rent is not received by Lessor within 10 days of date due, regardless of cause, including dishonored checks, time being of the essence.

33. TENANT RESPONSIBILITIES: Tenant is responsible for all costs for the construction of Tenant Improvements at this address including impact fees, building permits, construction costs, legal fees, and any cost concerned with this tenant's occupancy of this space.

34. TAX RETURNS AND FINANCIAL STATEMENTS: Lessee shall provide two years tax returns and a current financial statement of the Guarantors to Lessor.

35. RIGHT OF FIRST REFUSAL: If Lessor receives an offer to lease the rear building at any time during the term of the lease, Lessee will have three (3) days to decide if it wishes to lease this space.

36. LESSOR'S REPAIR OBLIGATIONS: Prior to the "Commencement Date", Lessor will:

1. Paint exterior of building
2. Repair fascia where necessary
3. Reseal parking lot
4. Provide landscaping buffer between premises and "Joyland" property.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

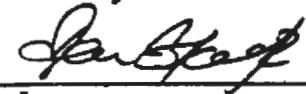
SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

LESSOR

TAMIAMI SPORTS ASSOCIATES, LTD., a  
Florida Limited Partnership

By:   
N.J. Olivieri, General Partner





As to Lessor

LESSEE

PROFESSIONAL STAFF MANAGEMENT, INC.

By:   
William E. Goodwill  
As its President





As to Lessee

**ADDENDUM TO LEASE**

**Tamiami Sports Associates, LTD, AS LESSOR,  
Professional Staff Management, Inc., AS LESSEE**

1. The stated lease term and rent are based on the Lessor paying the cost of the Lessee improvements.

If Lessee elects to pay for the improvements, the Lease term would be altered as follows:

Term: 3 Years

All other terms and conditions of the lease will remain the same.

2. Lessor will have all mechanical and electrical systems checked and in working order prior to occupancy.

In the presence of:

**TAMIAMI SPORTS ASSOCIATES, LTD., a Florida  
Limited Partnership**

Mike Hodgson  
[Signature]

By: [Signature]  
N.J. Olivieri, General Partner

**PROFESSIONAL STAFF MANAGEMENT, INC.**

Mike Hodgson  
[Signature]

By: [Signature]  
William E. Goodwill  
As its President