

**Lee County Board Of County Commissioners  
Agenda Item Summary**

Blue Sheet No. 20051395

**1. ACTION REQUESTED/PURPOSE:** Approve First Amendment to Lease with SunTrust Bank to reduce their base rental cost for the space they occupy in the Justice Center Annex, 2000 Main Street, Ft. Myers. The reduction is due to the loss of their nine dedicated parking spaces adjacent to the building, which were included in their original lease document. Construction requirements to the building initiated this action. The base rental cost will be reduced 25% to \$6,718.58 per month after the October 1, 2005 (annual 3%) base rental increase. All other terms and conditions of the original lease will remain the same.

**2. WHAT ACTION ACCOMPLISHES:** Allows for a reduction in rental cost for SunTrust Bank for eliminating the terms of the original lease whereby they were given nine dedicated parking spaces in the lot adjacent to the Justice Center Annex and their rental space. Also allows construction schedules to the building to be maintained.

**3. MANAGEMENT RECOMMENDATION:** Approve

|                                               |  |                                                 |                       |
|-----------------------------------------------|--|-------------------------------------------------|-----------------------|
| <b>4. Departmental Category:</b> 2 <b>C2E</b> |  | <b>5. Meeting Date:</b> 10-11-2005              |                       |
| <b>6. Agenda:</b>                             |  | <b>7. Requirement/Purpose: (specify)</b>        |                       |
| <input checked="" type="checkbox"/> Consent   |  | Statute                                         |                       |
| <input type="checkbox"/> Administrative       |  | Ordinance                                       |                       |
| <input type="checkbox"/> Appeals              |  | <input checked="" type="checkbox"/> Admin. Code | AC-4-1                |
| <input type="checkbox"/> Public               |  | Other                                           |                       |
| <input type="checkbox"/> Walk-On              |  |                                                 |                       |
|                                               |  | <b>8. Request Initiated:</b>                    |                       |
|                                               |  | Commissioner                                    |                       |
|                                               |  | Department                                      | Construction & Design |
|                                               |  | Division                                        | Facilities Management |
|                                               |  | By: Richard Beck, Director <i>RS</i>            |                       |

**9. Background:** SunTrust Bank entered into a lease agreement with Lee County Board of County Commissioners on September 28, 2004 to lease 6,242 square feet within the Justice Center Annex located at 2000 Main Street, Ft. Myers, Florida. One of the terms of the lease was that they would have dedicated parking spaces, in the parking lot adjacent to the building, for their customers. In order to maintain construction schedules and plans, the parking lot was needed to stage large equipment, thus making it unusable for the customers. Facilities Management negotiated the 25% reduction in base rental cost with SunTrust Bank in lieu of losing the dedicated spaces.

**NO FUNDING REQUIRED**

Attachment: Original Lease Agreement with SunTrust Bank  
3 First Amendment to Lease Agreement

**10. Review for Scheduling:**

| Department Director         | Purchasing or Contracts | Human Resources | Other | County Attorney           | Budget Services                 |                              |                                |                              | County Manager/P.W. Director |
|-----------------------------|-------------------------|-----------------|-------|---------------------------|---------------------------------|------------------------------|--------------------------------|------------------------------|------------------------------|
| <i>J. Jander</i><br>9-27-05 | N/A                     |                 |       | <i>R. Beck</i><br>9/27/05 | Analyst<br><i>CA</i><br>9/27/05 | Risk<br><i>EV</i><br>9/27/05 | Grants<br><i>GR</i><br>9/27/05 | Mgr.<br><i>MG</i><br>9/27/05 | <i>J. Jander</i><br>9-27-05  |

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

|                        |
|------------------------|
| RECEIVED BY            |
| COUNTY ADMIN:          |
| 9-28-05                |
| 9:40                   |
| COUNTY ADMIN           |
| FORWARDED TO: <i>R</i> |
| 9-29-05                |
| 3:00 PM                |

|                 |
|-----------------|
| REC'D. 9-27-05  |
| by CO. ATTY.    |
| 3:45 pm         |
| CO. ATTY.       |
| FORWARDED TO:   |
| <i>Co. Mgr.</i> |
| 9-27-05         |

**LEASE AGREEMENT  
BETWEEN  
LEE COUNTY AND SUNTRUST BANK**

THIS LEASE AGREEMENT, entered into this 28th day of September, 2004, between LEE COUNTY acting by and through the Board of County Commissioners for Lee County, a political subdivision and Charter County of the State of Florida, hereinafter called the "Lessor", and SUNTRUST BANK, a national banking association, hereinafter called "Lessee".

**WITNESSETH:**

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in Lee County, Florida, described as follows:

**2000 Main Street  
Fort Myers, Florida**

which shall constitute an aggregate area of 6,242 square feet of net rentable office space located on the first floor and measured in accordance with the American National Standard Z65.1 - 1991 as published by the Building Owners and Managers Association International, at a rate of \$16.72 per square foot per year.

**SECTION 1:        TERM**

The initial term of this Lease begins on October 1, 2004, and ends on September 30, 2009. Lessee shall have the right to renew this Lease for two (2) additional terms of five (5) years by giving written notice of such intent to Lessor at least three (3) months prior to the expiration of the term.

**SECTION 2: RENT**

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this Lease and the Lessee agrees to pay the Lessor the sum of Eight Thousand Six Hundred Ninety Seven Dollars and Nineteen Cents (\$8,697.19) per month for the rental period described in Article I of this Lease. The rent for any fractional part of the first month shall be prorated. Rent shall be paid to the Lessor on the first (1<sup>st</sup>) day of each month of occupancy by the Lessee, for the term of the Lease. The rent shall be paid to the Lessor at:

Lee County Community Development/Public Works Center  
Attn: Fiscal Manager  
1500 Monroe Street, 4<sup>th</sup> Floor  
Fort Myers, Florida 33901

On the first anniversary of the first year of the initial term of the Lease and the anniversary of any renewal period thereafter, the base rental fee shall increase by 3%.

**SECTION 3: HEATING, AIR CONDITIONING AND JANITORIAL SERVICES**

1. The Lessor agrees to furnish to the Lessee heating and air conditioning equipment, and maintain same in satisfactory operating condition at all times for the leased premises during the term of the Lease at the sole expense of the Lessor.
2. The Lessee agrees to furnish janitorial services and all necessary janitorial supplies for the leased premises during the term of the Lease.

**SECTION 4: LIGHT FIXTURES**

The Lessor agrees to install in the stated premises, suitable light fixtures for the use of the Lessee.

The Lessor shall be responsible for replacement of all bulbs, lamps, tubes and starters used in such fixtures for the purpose of furnishing sufficient light to the Lessee.

**SECTION 5: MAINTENANCE AND REPAIRS**

The Lessor shall provide for interior maintenance and repairs, and replacement of interior equipment as may be necessary due to normal usage. The Lessee shall, during the term of this Lease, keep the interior of the stated premises in as good a state of repair it is at the time of the commencement of this Lease; reasonable wear and tear and unavoidable casualties excepted.

The Lessor shall maintain and keep in repair the exterior of the stated premises during the term of this Lease and shall be responsible for the replacement of all windows broken or damaged in the stated premises, except such breakage or damage caused to the exterior of the stated premises by the Lessee, its officers, or agents.

**SECTION 6: UTILITIES**

Unless otherwise indicated, the Lessee will bear the full cost of telephone and data services to the leased space, at its own expense. Lessee will pay Lessor One Thousand Two Hundred Dollars (\$1,200.00) per month for use of electricity.

**SECTION 7: ALTERATIONS BY LESSEE**

The Lessee shall have the right to make reasonable alterations in and to the stated premises during the term of this Lease upon first having obtained the written consent from the Lessor. The Lessor shall not unreasonably withhold consent to any such alterations.

**SECTION 8: INJURY OR DAMAGE TO PROPERTY ON PREMISES**

Lessee's property of any kind that may be placed on the premises during the continuance of this Lease shall be at the sole risk of the Lessee. Except for the negligence of the Lessor, the Lessor shall not be liable to the Lessee or any other person for any injury, loss or damage to property or to any person on the premises.

**SECTION 9: FIRE AND OTHER HAZARDS**

1. In the event that the stated premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Lessor at its option may forthwith repair the damage to stated premises at its own cost and expense. As the result, the rent shall cease until the completion of such repairs and the Lessor will immediately refund the pro rata part of any rent paid in advance by the Lessee prior to such destruction; should the premises be only partly destroyed so that the major part thereof is usable by the Lessee, then the rent shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Lessor as rapidly as is practicable and upon the completion of such repairs, the full rent shall commence and the Lease shall then continue the balance of the term.
2. The Lessor shall provide for fire protection during the term of this Lease in accordance with the fire safety standards of the State Fire Marshall. The Lessor shall be responsible for maintenance and repair of all fire protection equipment necessary to conform to the requirements of the State Fire Marshall. The Lessor agrees that the stated premises shall be available for inspection by the State Fire Marshall, prior to occupancy by the Lessee, and at any reasonable times thereafter.

**SECTION 10: SUITABILITY FOR USE**

The Lessor warrants that the premises are fit for the conduct of the business of the Lessee. The Lessor further warrants that the stated premises are in compliance with all statutes and laws, either federal, state, or local, applicable to the intended use of the premises. The legal interpretation of any such existing statute or law, or the enactment of any new statutes or laws that, in the opinion of the Lessee, result in a material interference with the peaceful entry or occupation of the stated premises, or any portion thereof by the

Lessee, at the option of the Lessee, shall automatically void this Lease prior to entry and occupation, or entitle the Lessee, after entry and occupation, to wholly terminate this Lease by giving seven (7) calendar days notice to the Lessor of its intention to do so.

**SECTION 11: EXPIRATION OF TERM**

At the expiration of the initial Lease Term, the Lessee will peaceably yield up the stated premises in good and Lessee able repair unless the Agreement is renewed for an additional term. It is understood and agreed between the parties that the Lessee shall have the right to remove from the premises, all personal property of the Lessee and all fixtures, machinery, equipment, appurtenances and appliances placed or installed on the premises by it, provided the Lessee restores the premises to as good a state of repair as they were prior to the removal.

**SECTION 12: SUBLETTING AND ASSIGNMENT**

- A. The Lessee, shall not have the right to sublet all or any part of the leased premises, or to assign all or any part of the premises subject to this lease.
- B. Lessor will not enter into any other lease agreements with any other financial institutions during Lessee's term of this lease except upon mutual agreement between Lessee and Lessor. Lessee will not sublease or assign rights under this lease to another financial institution without first obtaining written approval of Lessor.

**SECTION 13: WAIVER OF DEFAULTS**

The waiver by the Lessor of any breach of this Lease by the Lessee shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

**SECTION 14: RIGHT OF LESSOR TO INSPECT**

The Lessor, at reasonable times and with twenty four (24) hours advance notice, ✓  
may enter into and upon the stated premises for the purpose of viewing the same and for  
the purpose of making repairs as required under the terms of this Lease except in the case  
of an emergency where no advance notice is required.

**SECTION 15: BREACH OF COVENANT**

These presents are made upon the condition that, except as provided in this Lease,  
if the Lessee shall neglect or fail to perform or observe any covenant herein contained,  
which on the Lessee's part is to be performed, and such default shall continue for a period  
of thirty (30) days after written notice thereof from the Lessor to the Lessee, then the  
Lessor lawfully may, immediately, or at any time thereafter, without further notice or  
demand, enter into and upon the stated premises, or any part thereof, and repossess the  
same as of their former estate and expel the Lessee and remove its effects forcefully, if  
necessary, without being taken or deemed to be guilty of any manner of trespass and  
thereupon this demise shall terminate but without prejudice to any remedy which might  
otherwise be used by the Lessor for arrears of rent or for any breach of the Lessee's  
covenants herein contained.

**SECTION 16: ACKNOWLEDGMENT OF ASSIGNMENT**

The Lessee, upon the request of the Lessor, shall execute such acknowledgment(s)  
or any assignment(s), of rentals and profits made by the Lessor to any third person, firm  
or corporation, provided that the Lessor will not make such request unless required to do  
so by the Mortgagee under a mortgage(s), executed by the Lessor.

**SECTION 17: TAXES, INSURANCE, AND COMMISSIONS**

1. Lessor will pay all real estate taxes and fire insurance premiums on the  
stated premises. Lessee shall not be liable to carry fire insurance on the

premises or property of the Lessor or any other personal property of Lessor which may now or thereafter be placed on the stated premises. The Lessor shall not be liable for damages or theft to the personal property or fixtures belonging to the Lessee which are located on the rental property.

2. The Lessor will be liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omissions(s) of any official or employee of the County while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be held to be liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.
3. Lessee agrees, covenants, certifies and warrants to Lessor that no portion of the rent payable pursuant to Section 2 of this Lease Agreement includes, represents, is based on or is attributable to any commission or fee which is paid or is payable by Lessee as the result of Lessee having utilized or contracted for the services of any real estate broker, salesman, agent or firm in any aspect of Lessee's dealings or any dealings involving the leasing of the stated premises to Lessee.
4. The Lessee shall purchase and maintain Commercial General Liability insurance in the amount of \$500,000 Per Person, \$1,000,000 Per Occurrence Bodily Injury and \$100,000 Per Occurrence Property Damage, or \$1,000,000 Per Occurrence Combined Single Limit of Bodily Injury and Property Damage. Coverage shall include Contractual Liability as pertaining to this contract with insurers approved by the County Risk Manager.

The Lessee must furnish an appropriate certificate of insurance naming Lee County Board of County Commissioners as Certificate Holder and Additional Insured. The Lessee



agrees that the coverage granted to the Additional Insured applies on a primary basis, with the Additional Insured's coverage being excess.

The Lessee agrees that these insurance requirements shall not relieve or limit Lessee's liability and that the Lessor does not in any way represent that the insurance required is sufficient or adequate to protect the Lessee's interest or liabilities, but are merely minimums.

**SECTION 18: USE OF PREMISES**

The Lessee will not make or suffer any unlawful, improper or offensive use of the premises or make any use or occupancy thereof contrary to the laws of the State of Florida, or to Ordinances of the City, as applicable and/or County in which the stated premises are located, now or hereinafter made, as may be applicable to the Lessee.

**SECTION 19: RENEWAL**

The Lessee is hereby granted the option to renew this Lease for two (2) additional terms of five (5) years upon the same terms and conditions. If the Lessee desires to renew this Lease under the provisions of this Article, it shall give the Lessor written notice thereof three (3) months prior to the expiration of the term provided in Article I of this Lease or any applicable renewal period.

**SECTION 20: RIGHT TO TERMINATE**

The Lessee shall have the right to terminate this Lease upon giving three (3) months advance written notice to the Lessor by Certified Mail, Return Receipt Requested. The Lessor will not have any right to accelerate the lease payments for the remainder of the Lease duration, and the Lease shall be of no further force or effect and the parties shall be released from their respective obligations. ✓

**SECTION 21: NOTICES AND INVOICES**

All notices required to be served upon the Lessor or Lessee shall be served by Registered or Certified Mail, Return Receipt Requested, at:

**Lessor:** Lee County Board of County Commissioners  
Attention: Facilities Management  
P. O. Box 398  
Fort Myers, Florida 33902-0398

**Lessee:** SunTrust Bank Corporate Real Estate  
Real Estate Asset Management  
1431 N. E. 26<sup>th</sup> Street ✓  
Wilton Manors, Florida 33305

Invoices should be submitted monthly to:

Lee County BOCC  
Attention: Fiscal Manager  
1500 Monroe Street, 4<sup>th</sup> Floor  
Fort Myers, Florida 33901

**SECTION 22: CONTACTS**

For purposes of this Agreement, the representatives for the Lessor and Lessee are:

**Lessor:** Facilities Management  
Lee County

**Lessee:** Mike Battle, Real Estate Asset Manager  
SunTrust Bank

**SECTION 23: DEFINITION OF TERMS**

1. The terms "Lease", "Lease Agreement", or "Agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this Lease.
2. The terms "Lessor" and "Lessee" shall include the heirs, successors and assigns for the parties hereto.
3. The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

**SECTION 24: MISCELLANEOUS PROVISIONS**

1. Signs - Lessor and Lessee are in mutual agreement that Lessor, at its sole expense, shall remove the existing **SunTrust** logo sign from the parapet wall of the stated Premises, to a location on the surface of the stated Premises, above the 3<sup>rd</sup> floor, in substantial compliance with Exhibit "A", attached. Lessor agrees that Lessee shall have the right to display and maintain Lessee's standard signage in common areas adjacent to said space on the first floor of the stated Premises. Lessee shall have the right to display advertising signs on the interior glass walls of said space on the floor of the stated Premises, provided that all such signs are erected and maintained in compliance with the requirements of all governmental departments having jurisdiction over the leased premises. The Parties agree that the monument signage on the west side of the building and the directional signs located around building will remain in their present location during term of this lease.
2. Parking Spaces - Lessee shall be entitled to the non-exclusive use of fifteen (15) parking spaces in the parking garage, five (5) of which are in the covered area of the parking garage and ten (10) of which are in the open area of the parking garage. Lessee will be entitled to the exclusive use of nine (9) parking spaces adjacent to the building.

**SECTION 25: WRITTEN AGREEMENT**

This Lease contains the entire agreement between the parties hereto and it may be modified only by a writing, with the approval of the Board of County Commissioners and the agreement to such modification by the Lessee. Upon commencement of this lease agreement, all prior lease agreements between SunTrust Bank and Lee County under the Master Lease Agreement dated August 8, 1987 and amended January 2002, and the sublease agreement between SunTrust Bank and Lee County dated September 1, 2003 are declared void and of no further force or effect.

**SECTION 26: OPERATING COSTS -ADDITIONAL RENT**

In addition to the Base Rent, Lessee shall pay as Additional Rent its proportionate share ("Lessee's Proportionate Share") of the Operating Costs of the Building and the Property. Additional Rent shall be paid to Lessor in accordance with the following provisions:

1. Interim Operating Costs: During the period from the Commencement Date of this lease until December 31, 2004, Lessee shall pay, as Interim Operating Costs, \$7.13 per rentable square foot per year, or \$3,708.79 payable monthly as Additional Rent, which is merely an estimate of the actual Interim Operating Costs for such period.
2. Lessor shall furnish to Lessee prior to thirty (30) days after the beginning of each calendar year, including the first calendar year, a budget setting forth Lessor's estimate of Operating Costs for the up coming calendar year. The budget shall be determined as though the Building were occupied at the actual occupancy rate or at an occupancy rate of ninety five (95%) percent, whichever is higher. Lessee shall pay to Lessor, on the first day of each month as Additional Rent, an amount equal to one-twelfth (1/12th) of Lessee's Proportionate Share of Lessor's estimate of the Operating Costs for that calendar year. If there shall be any increase or decrease in the

Operating Costs for any year, whether during or after such year, Lessor shall furnish to Lessee a revised budget and the Operating Costs shall be adjusted and paid or refunded, as the case may be. If a calendar year ends after the expiration or termination of this Lease, the Additional Rent payable hereunder shall be prorated to correspond to that portion of the year occurring within the Term of this Lease.

Notwithstanding the foregoing, in the event the total square footage of the Building is not ninety-five (95%) percent occupied during any calendar year, appropriate adjustments shall be made to determine both the estimated and actual Operating Expenses as though the same had been ninety five (95%) percent occupied for the full calendar year.

3. Within 120 days after the end of each calendar year, Lessor shall furnish to Lessee an operating statement showing the actual Operating Costs incurred for the preceding year. Lessee shall either receive a refund or be assessed an additional sum based on the difference between Lessee's Proportionate Share of actual Operating Costs and the payments made by Lessee during the proceeding calendar year. Any sum owed by Lessee to Lessor or Lessor to Lessee shall be paid within 10 days of receipt of assessment. Each operating statement given by Lessor shall be conclusive and binding upon Lessee unless within 30 days after the receipt thereof, Lessee shall notify Lessor that it disputes the accuracy of said operating statement. Failure of Lessor to submit the written statement referred to herein shall not waive any rights of Lessor, unless such statement is not submitted within one year from the end of the prior calendar year.

**SECTION 27: OPERATING COSTS**

Lessor's "Operating Costs" shall mean expenses incurred by Lessor in operating

and maintaining the Building and the Property, except for those expenses directly attributable to one Lessee or where a Lessee is separately metered due to a special use, and shall include the following:

- A. wages and salaries of all persons engaged in the maintenance and operations of the Building and Property and the cost of rentable space occupied by such persons;
- B. social security taxes and all other taxes (real or personal) which may be levied against Lessor;
- C. medical and general benefits for all Building employees, pension payments and other fringe benefits;
- D. administrative expenses and charges;
- E. all insurance premiums;
- F. stand-by sprinkler charges, water charges and sewer charges;
- G. electricity and fuel used in the lighting and all other operations of the common areas of the Building;
- H. trash removal;
- I. painting of all common areas of the Building and Property;
- J. window cleaning, janitorial services, and related equipment and supplies;
- K. maintenance and repair of the Building and Property;
- L. maintenance and service contracts;
- M. tools, equipment and supplies necessary for the performance of repairs and maintenance (which are not required to be capitalized for federal income tax purposes);
- N. maintenance and repair of all mechanical and electrical equipment in the Building;
- O. maintenance and repair of restrooms and other common areas of the Building;
- P. maintenance and repair of pavement, curbs, walkways, lighting facilities,

landscaping, driveways, parking areas and drainage areas upon the Property;

- Q. real estate taxes assessed against the Building and the Property. The term "real estate taxes" shall mean any tax or assessment levied, assessed or imposed at any time by any governmental authority upon or against the Building or the Property, or any part thereof, any tax or assessment levied, or any franchise, income, profit or other tax or governmental imposition levied, assessed or imposed against or upon the Lessor in substitution in whole or in part for any tax or assessment against or upon the Building or the Property or any part thereof;
- R. assessments for public improvements imposed against the Building or the Property;
- S. a reasonable amortization (based on the useful life of the improvement) due to any capital expenditures incurred to reduce or limit operating expenses of the Property and Building;
- T. the amortized portion of any cost or expense (based on the useful life of the improvement) for any capital expenditure which may be required by governmental authority for any reason, or which may be required by Lessor's carrier;
- U. all other costs and expenses which would be considered customary and reasonable as an expense of maintaining, managing, operating or repairing the Building and the Property.

IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this Lease Agreement to be executed by their respective and duly authorized officers on the day and year first written above.

LESSEE:


SUNTRUST BANK

BY: [Signature]  
Michael J. Battle III, Benjamin E. Kraus  
Senior Vice President 1st Vice President

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was signed and acknowledged before me this 8th day of September 2004, by Benjamin E. Kraus who produced the following as identification \_\_\_\_\_ or is personally know to me, and who did/did not take an oath.  
[stamp or seal]

[Signature]  
[Signature of Notary]  
Yanella Lopez  
[Typed or Printed Name]

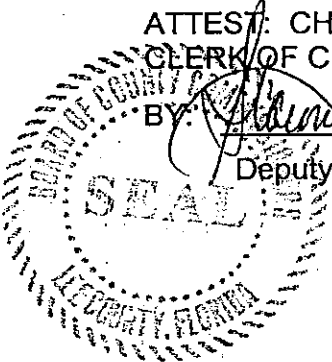
 Yanella Lopez  
My Commission DD238649  
Expires November 11, 2007

LESSOR:

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: [Signature]  
Chairman

ATTEST: CHARLIE GREEN  
CLERK OF COURTS  
BY: [Signature]  
Deputy Clerk



APPROVED AS TO FORM:  
BY: [Signature]  
Office of the County Attorney



**FIRST AMENDMENT TO LEASE AGREEMENT  
BETWEEN LEE COUNTY AND SUNTRUST BANK**

This Amendment to that certain Lease Agreement entered into by the parties, hereto, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between LEE COUNTY, a political subdivision and Charter County of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as the "Lessor" and SUNTRUST BANK, a national banking association, hereinafter referred to as the "Lessee".

**WITNESSETH:**

**WHEREAS**, the Lessor and Lessee previously entered into a Lease Agreement on September 28, 2004 relating to approximately 6,242 rentable square feet within that certain building known as the Justice Center Annex located at 2000 Main Street, Fort Myers, Florida; and

**WHEREAS**, the Lessor and Lessee have mutually agreed to eliminate the exclusive use of nine (9) parking spaces adjacent to the building by Lessee; and

**WHEREAS**, the parties now desire to amend the Lease Agreement as hereinafter set forth.

**NOW, THEREFORE**, in consideration of the foregoing, and of the mutual covenants and conditions hereinafter set forth, the Lessor and Lessee, intending to be legally bound, hereby agree to this First Amendment to the Lease Agreement, as follows:

1. The recitals as set forth above are hereby incorporated into the terms of the original agreement.
2. **SECTION 2 - RENT**: The following paragraph replaces Section 2:

The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor the above described premises for the term set out in this Lease and the Lessee agrees to pay the Lessor the sum of Six Thousand Five Hundred Twenty Two and 89/100 Dollars (\$6,522.89) per month for the rental period described in Article I of this Lease. Rent shall be paid to the Lessor on the first (1<sup>st</sup>) day of each month of occupancy by the Lessee for the term of the Lease.
3. This 25% decrease in rental amount from Eight Thousand Six Hundred Ninety Seven and 19/100 Dollars (\$8,697.19) per month to Six Thousand Five Hundred Twenty Two and 89/100 Dollars (\$6,522.89) shall be effective on the first month construction begins in the lot.
4. **SECTION 24 - MISCELLANEOUS PROVISIONS**: The following sentence of paragraph (2) is deleted: \ \

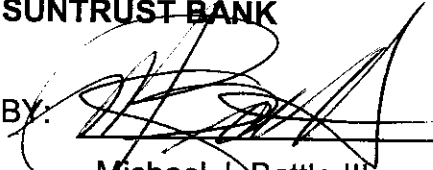
“Lessee will be entitled to the exclusive use of nine (9) parking spaces adjacent to the building”.

This parking lot area is scheduled for demolition. Lessor is under no obligation to provide exclusive parking access for customers in the existing parking facility. Public parking in this facility is available on a first come, first served basis and is open to guests and customers of all building tenants.
5. All other terms and conditions of the Lease not amended hereby are in full force and effect and binding upon the parties thereto.
6. This Amended Lease Agreement shall become effective upon its execution by the Parties. This Amendment, and any subsequent Amendments thereto, shall be filed with the Clerk of the Circuit Court for Lee County.
7. Lee County agrees to give SunTrust Bank First Right of Refusal to the additional retail space that will be located in the new parking garage across Dr. Martin Luther King Jr. Blvd. from the current location. Lee County further agrees to allow SunTrust Bank's input in to the design of retail space and adjacent parking.

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

LESSEE:


SUNTRUST BANK

BY:   
Michael J. Battle III  
Senior Vice President

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing instrument was signed and acknowledged before me this 19 day of September 2005, by Michael J. Battle III who produced the following as identification \_\_\_\_\_ or is personally know to me, and who did/did not take an oath.  
[stamp or seal]

Notary Public for the State of Florida  
Commission Expires DECEMBER 31, 2006

  
\_\_\_\_\_  
[Signature of Notary]

Viola Yee  
\_\_\_\_\_  
[Typed or Printed Name]

LESSOR:

ATTEST: CHARLIE GREEN  
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
Chairman

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Office of the County Attorney