

## OFFICE BUILDING LEASE

**1. PARTIES TO THE LEASE.** This Lease is made as of the date fully executed below, hereinafter referred to as the "Effective Date" by and between **2494 Bayshore Blvd, LLC**, a Florida limited liability company, whose address for purposes hereof is 202 East Center Street, Tarpon Springs, FL 34689, and its successors and assigns, hereinafter called "Landlord", and **PINELLAS COUNTY**, a political subdivision of the State of Florida, whose address for purposes hereof is c/o Real Estate Management Department, Real Property Division, 509 East Avenue South, Clearwater, Florida 33756, hereinafter called "Tenant".

**2. LEASE OF PREMISES.** Landlord is the owner of an office building (the "Building"), containing approximately 33,729 square feet more or less ("Gross Rentable Area of Building") and the underlying real estate commonly known as 2496 Bayshore Boulevard, Dunedin, Florida 34698, further described in Exhibit "A", attached hereto and made a part hereof (the Building and real estate being hereinafter called "Property" or the "Premises"). Landlord does hereby lease unto Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions hereinafter set forth, approximately 33,729 square feet, ("Tenant's Gross Rentable Area"), which includes office space and unconditioned secure storage space. Notwithstanding the square footage encompassed in the Tenant's Gross Rentable Area, the Rent, as defined in Paragraph 10 below, shall be based upon the 21,496 square feet of conditioned space on the first and second floor ("Allocable Square Footage"), and the Additional Rent obligations shall be based on the entirety of the Tenant's Gross Rentable Area, divided by the Allocable Square Footage.

**3. TERM; LEASE COMMENCEMENT DATE; POSSESSION COMMENCEMENT DATE.** Subject to and upon the conditions set forth herein, including any exhibit or addendum hereto, the initial term of possession under this Lease shall be for a term of ten (10) years. Notwithstanding the foregoing, this lease shall be binding upon the parties from and after the date of execution hereof, and Tenant acknowledges that Landlord's renovation and preparation of Tenant's Gross Rentable Area is sufficient and adequate consideration for the obligations agreed upon hereunder prior to possession. The ten (10) year initial term of possession shall commence on the Possession Commencement Date, as defined in Paragraph 5, and ending one hundred and twenty (120) months thereafter (hereinafter referred to as "Lease Term"), unless sooner terminated or extended to a later date under any term or provision of this Lease. In the event the Possession Commencement Date occurs on a date other than the first day of a month, said Lease Term shall extend for said number of days as to make the effective date of the first lease year the first day of the following month and subsequently, each anniversary date thereafter (each an "Anniversary Date").

**4. CONDITION OF PREMISES; TENANT IMPROVEMENTS.**

**A.** No agreement to alter, remodel, decorate, clean or improve the Premises has been made between Landlord and Tenant other than Landlord shall reconfigure the Premises in accordance with the space plan as shown on Exhibit "B", attached hereto and

made a part hereof, hereinafter referred to as "Space Plan" and improve the Premises in accordance with Exhibit "B-1", attached hereto and made a part hereof, hereinafter referred to as "Tenant Improvements". The target date for completion of the Tenant Improvements is seven (7) months after lease execution. In no event shall Tenant Improvements take longer than eight (8) months after lease execution, without the written consent of Tenant. If Landlord is unable to deliver possession of the Premises, with exception of delays caused by Tenant, within the timeframe as provided herein, then Tenant shall extend the Possession Commencement Date to allow for the completion of the Tenant Improvements.

In the event the Possession Commencement Date is extended due to Tenant Improvement delays caused solely by Landlord, the initial installment of Rent shall be adjusted to provide free rent for the said equivalent number of days that the Possession Commencement Date was extended.

**B.** Landlord shall provide Tenant a \$35 per square foot Tenant Improvement Allowance (the "TI Allowance"), which shall be applied toward the total cost of Tenant Improvements set forth in Exhibit B-2. Landlord will amortize the remaining Tenant Improvement balance currently budgeted at \$ \$730,397.00 (the "TI Overage") over a 10-year term amortized at 5% for a monthly payment of \$7,746.99 or \$92,963.88 annually, subject to adjustment if the amortized amount changes. Landlord has retained J. Kokolakis Contracting, Inc. of Tarpon Springs, Florida to serve as the Design-Build Contractor on this Project. (Design-Builder). Upon completion of the Construction Documents, and prior to commencement of the Tenant Improvement work, Design-Builder shall submit to Tenant an itemized Schedule of Values allocating the entire TI Allowance/Overage to the various portions of the Work. The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy. This schedule shall be used as the basis for determining the final TI Overage amount and establish the Budget Cap. Tenant shall be permitted to audit the costs represented as the TI Overage by the Landlord within a reasonable time after the conclusion of the project or such other earlier time as may be reasonably required under the circumstances.

Any modification by Tenant to the Space Plan or Tenant Improvements which increases the construction costs in excess of the Budget Cap, attached as Exhibit "B-2" shall be paid by Landlord and amortized as Additional Rent, over the term of the lease at a rate of five (5%) percent per annum in addition to the TI Overage.

If Tenant terminates this Lease other than due to Landlord's default after the expiration of any applicable curative period, or Landlord terminates this Lease based on a Tenant default, prior to the end of the initial ten (10) year Lease Term, Tenant is responsible to pay to Landlord the balance of the then unamortized portion of the Tenant Improvements, to include Landlord's unamortized contribution based upon on a ten (10) year monthly amortization schedule at a rate of five (5%) percent per annum, together with the unamortized balance of the TI Overage.

**5. POSSESSION AND RENTAL COMMENCEMENT DATE.** Tenant shall be granted possession and Rent shall commence on the date the Premises is substantially complete. The Landlord Improvements and Tenant Improvements shall be deemed substantially complete upon Tenant's execution of the Tenant's Acceptance Certificate, a copy of which is attached hereto and made a part hereof as Exhibit "E". The Acceptance Certificate may be signed on behalf of Tenant by its County Administrator or Director of Real Estate Management. Tenant shall execute said certificate within ten (10) days after issuance of a Certificate of Completion. Notwithstanding, if there are any finishing touches remaining on the Landlord's Tenant Improvement work to be completed which do not materially interfere with the conduct of Tenant's business on the Premises, including but not limited to minor or insubstantial details of construction, mechanical adjustment or decoration may remain, and any other work items of a "punch list" nature have yet to be performed or fully completed, the non-completion of which does not materially interfere with Tenant's ability to occupy and use the Premises for Tenant's intended purpose, Tenant will accept delivery of Premises and allow Landlord to complete said finishing touches within 10 days of Landlord's receipt of the Acceptance Certificate accompanied by a list in writing of finishing touches remaining to be completed. If the Tenant is delaying the Tenant Improvement work from being performed by Landlord or Landlords' contractor, for reasons other than incomplete or unsatisfactory work, in the reasonable determination of Tenant that needs completed or repaired, then Rent shall commence upon notice from Landlord to Tenant regarding the delay.

**6. RENT.** Tenant agrees to pay Landlord Annual Base Rent ("Base Rent") for the Premises during the Lease Term based upon the Allocable Square Footage, together with any Additional Rent, beginning on the Possession Commencement Date. If the Possession Commencement Date commences on a day other than the first (1st) day of a month, then the installment of Rent and any adjustments thereto shall be prorated, based on the number of days in such month, and thereafter Rent shall be paid on the first (1st) day of each successive month. Landlord agrees that the October payment during each Lease Year can be made as late as October 21st before said installment shall be deemed delinquent. All other payments due under this Lease may be deemed delinquent and subject to a late fee without further notice or demand as provided for in Paragraph 39.A. by Landlord if payment is received after the tenth (10th) of each month.

**A. Initial Annual Rate.** During the first Lease year, Tenant shall pay to Landlord Base Rent for the Allocable Square Footage in an amount equal to \$16.00 per square foot per annum, plus Additional Rent, estimated to be \$5.73 for the initial Lease year, as described in Paragraph 10.

**B. Time and Place of Payment.** The Rent shall be due and payable, in advance, on the first (1<sup>st</sup>) day of each calendar month during the Lease Term. Tenant shall pay the Rent to Landlord's address that appears in Paragraph 1 or to such other place as Landlord may hereinafter designate in writing. Tenant's covenant to pay Rent shall be subject to the default remedies reserved herein.

C. Tenant is tax exempt. If Tenant loses tax exempt status, Tenant shall pay, together with Rent and Additional Rent due under this Lease, an amount equal to all sales, use, excise and other taxes now, or hereinafter, imposed by any lawful authority on all amounts due or required under this Lease and classified as Rent by any such authority.

7. **ADJUSTMENT OF RENTAL RATE.** Base Rent shall increase annually upon each Anniversary Date at a rate of 1.02 times the Base Rent for the preceding Lease year as set forth in the Rent Schedule attached to this lease as Exhibit A-1 "Rent Schedule" and incorporated herein.

8. **SECURITY DEPOSIT.** Intentionally deleted.

9. **RENEWAL OPTION; EARLY TERMINATION OPTION.**

A. Provided the Tenant is not in default of this Lease, Landlord agrees to extend the Lease for up to three (3) renewal terms of five (5) years each (each an "Option Term"), upon written notification from Tenant to Landlord at least one hundred twenty (120) days, but not more than three hundred sixty-five (365) days, prior to the expiration of the then current Lease Term. Tenant's notice of renewal may be exercised by its County Administrator or Director of Real Estate Management. Base Rent during the Option Terms shall be as defined in Exhibit "C", attached hereto and made a part hereof.

B. Tenant shall have the ongoing option to terminate the lease after the end of five (5) years. Tenant may elect such option by written notice to Landlord at least one hundred twenty (120) days, but not more than three hundred sixty-five (365) days, prior to the expiration of the fifth anniversary of the Possession Commencement Date. This option to terminate shall not extend beyond the initial term of this lease. If this early termination option is elected and made effective upon the expiration of the initial 60 months of the Lease term, Tenant shall be responsible to pay Landlord, no later than the effective date of such termination, the following sums: (i) rent through the effective date of such termination, (ii) any unamortized balance of the TI Overage at the time of such termination and any accrued unpaid interest or charges applicable thereto (iii) fifty percent of the Landlord's TI Allowance in the amount of \$376,180.00, and (iv) \$100,000.00 to offset Landlord's costs of the initial demolition and restoration of the Premises.

10. **ADDITIONAL RENT.** All monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Base Rent, shall be deemed Additional Rent. Landlord shall have the same rights and remedies with respect to defaults in the payment of Additional Rent as set forth in this Lease with respect to payment of Base Rent. The term "Rent" when used in this Lease shall be deemed to include Base Rent and all forms of Additional Rent.

A. Tenant shall pay to Landlord, as Additional Rent, (i) - the increase in Controllable Expenses over the Controllable Expense Base Year, as hereafter defined, and in accordance with the terms and provisions of this Section, (ii) - the increase in Real Estate Taxes over the Taxes assessed for the 2019 Calendar Year ("Base Tax Year") in accordance with the terms and provisions of this Section, and (iii) the increase

in Insurance over the Base Insurance Year 2019 in accordance with the terms and provisions of this Section. For purposes of this lease, the term "Controllable Expense Base Year" shall mean the twelve month period that begins when Tenant takes occupancy of the Premises after it is substantially complete as defined in Section 5 of this Lease. The landlord has reasonably estimated the initial additional rent expense (i.e. Controllable Expenses, Real Estate Taxes, and Insurance costs combined) in the amount of \$5.73 per Allocable Square Foot. The tenant's Controllable Expense Base Year for Controllable costs shall be established based upon the total of the actual Controllable costs incurred during the first twelve (12) months of Tenant's occupancy. The tenant's 2019 Base Year for Non-Controllable costs shall be established based upon the total of the actual assessed real estate taxes for the Base Tax Year and the cost of the building insurance for the 2019 calendar year. Tenant's combined Base Year costs shall not exceed \$7.50 per Allocable Square Foot, subject to final determination of the taxes assessed for the Base Tax Year and the 2019 calendar year insurance premiums.

**B. Expense Payment:**

i. Landlord shall reasonably estimate the increase in expenses over the Base Expense Year which will be payable each calendar year during the Lease Term in advance, and Tenant shall pay one-twelfth (1/12) of its share of such increase monthly in advance, together with the payment of Annual Base Rent. After the end of each calendar year, and after receipt by Landlord of all necessary information and computations, Landlord shall furnish Tenant a detailed statement of the actual increase in expenses over the Base Year for each calendar year. An adjustment shall be made between Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the entire amount actually owed by Tenant for Expenses for its share of the increase for such calendar year and Tenant shall receive reimbursement for any overpayments. Any payment adjustment owed by Tenant will be due forthwith. Any refund will be credited against Tenant's monthly Rent obligations.

ii. Tenant waives and releases any and all objections or claims relating to Expenses for any calendar year unless, within sixty (60) days after Landlord provides Tenant with the annual statement of the actual expenses for the calendar year, Tenant provides Landlord with written notice that it disputes the accuracy of the statement or its appropriateness, which notice shall specify the particular respects in which the statement is allegedly inaccurate or inappropriate. If Tenant shall dispute the statement, then, pending the resolution of such dispute, Tenant shall pay the Additional Rent to Landlord in accordance with the disputed statement. If said resolution results in a lower statement balance, then Landlord shall reimburse Tenant in the form of rent credits in the amount Tenant paid over the amended statement balance.

C. Upon the date of any expiration or termination of this Lease (except termination because of Tenant's default), whether such date is the date set forth in this Lease for the expiration of the Lease Term or any prior or subsequent date, a proportionate share of the expenses for the year during which such expiration or termination occurs over the Base Year and increase in Real Estate Taxes for the year

during which such expiration or termination occurs over the Base Year shall immediately become due and payable by Tenant to Landlord, if not previously billed and paid. Such proportionate share shall be based upon the number of days that this Lease shall have been in existence during such year. Notwithstanding any expiration or sooner termination of this Lease, Landlord shall, as soon as reasonably practicable, compute the Additional Rent due from Tenant, as aforesaid, which computations shall either be based on that year's actual figures or be an estimate based upon the most recent statements previously prepared by Landlord and furnished to Tenant under this section. If an estimate is used, then Landlord shall cause statements to be prepared on the basis of the year's actual figures promptly after they are available, and within thirty (30) days after such statement or statements Landlord and Tenant shall make appropriate adjustments of any estimated payments previously made.

**D.** Any delay or failure of Landlord in billing for any Additional Rent under this section shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such Additional Rent. If any statement of expenses should not be determined on a timely basis, Tenant shall continue to make payments at the rate in effect during the preceding period, and, promptly following such final determination by Landlord, there shall be an appropriate adjustment and payment by Tenant of all amounts on account of expenses which would have been made if such expenses had been timely determined. Similarly, if any statement of the increase in Real Estate Taxes over the Base Year should not be determined on a timely basis, Tenant shall continue to make payments at the rate in effect during the preceding period, and promptly following such final determination by Landlord there shall be an appropriate adjustment and payment by Tenant of all amounts on account of the increase in Real Estate Taxes which would have been made if the increase in Real Estate Taxes had been timely determined. If any amount is owed Tenant pursuant to such final determination, then Tenant shall deduct such amount from the Annual Base Rent due hereunder for the month immediately following the month in which such final determination is made, provided, however, that if the Lease Term shall have expired in due course (and not because of a default by Tenant) on the date when such final determination is made, then Landlord shall promptly pay to Tenant all such amounts which are then due and owing.

**E.** Notwithstanding anything contained in this section to the contrary, in lieu of including certain utility charges or services in Expenses, Landlord may, at Landlord's sole option, bill Tenant and Tenant shall pay for such utilities or services in any one or a combination of the following manners: (i) direct charges for services provided for the exclusive benefit of the Premises which are subject to quantification; (ii) based on a formula which takes into account the relative intensity or quantity of use of utilities or services by Tenant and all other recipients of such utilities or services, as reasonably determined by Landlord; or (iii) pro rata based upon the proportion that the Rentable Area of the Premises bears to the total rentable area of the other premises occupied by other tenants which use the Premises within the Building which receive the applicable utilities or services. In addition, Landlord may, in lieu of including certain utility charges in Expenses, provide for direct delivery of such utility services to Tenant by the utility providers. In such event, all costs and expenses incurred in

connection with provision of such utility services directly to tenants, including all costs associated with the provision of separate meters to the premises, shall be includable in Expenses or paid by Tenant and the other tenants receiving such meters in amounts as reasonably allocated by Landlord, and, after such direct provision of utility services has been effected, the applicable utility charges for ongoing service shall not be included in Expenses.

**F.** Increases in the Controllable Operating Expense portion of the Operating Expenses for the Building shall not exceed five percent (5%) per calendar year compounded annually on a cumulative basis during the Lease Term. Controllable Operating Expenses hereinafter referred to as "Controllable Expenses," shall mean the total of all of the costs and expenses incurred or borne by Landlord with respect to the operation and maintenance of the Premises and the services provided including, but not limited to, the costs and expenses incurred for and with respect to: repairs, maintenance, and alteration of Common Areas; association assessments, fees, or dues including, but not limited to: painting of Common Areas; exterior landscaping; fertilization and irrigation supply; parking area maintenance and supply; property management fees; supplies; and service and maintenance contracts for the Premises.

**G.** Increases in the Non-Controllable Operating Expense portion of the Operating Expenses for the Building shall not exceed eighteen percent (18%) per calendar year compounded annually on a cumulative basis during the Lease Term, subject to final determination of the taxes assessed for the Base Tax Year and the 2019 calendar year insurance premiums. Non-Controllable Operating Expenses are defined as real estate taxes, and building insurance. Non-Controllable and Controllable Expenses shall exclude, or have deducted from them:

- a) Leasing commissions, rent concessions to tenants, and tenant improvements;
- b) Executive's salaries above the grade of building manager;
- c) Expenditures for capital items, except (i) those which, under generally accepted accounting principles, are expenses or regarded as deferred expenses, (ii) capital expenditures required by law, (iii) expenditures for capital equipment or any other capital expenditure, whether purchased, leased, or otherwise engaged, designed to result in savings or reductions in Expenses, then the costs are to be included within the definition of Expenses for the year in which the costs are incurred and subsequent years, if applicable, on a basis reasonably determined by Landlord to the extent that such items are amortized over such period of time as reasonably can be estimated as the time in which such savings or reductions in Expenses are expected to equal Landlord's cost for such capital equipment or capital expenditure with an interest factor equal to the Prime Rate but not in excess of the Maximum Rate, and (iv) expenditures for materials, tools, supplies, and equipment purchased by Landlord to enable Landlord to supply services which Landlord would otherwise have obtained from a third party, in any of which cases the cost of such capital improvements or expenditures shall be included in Expenses for the year in which the costs are incurred and

subsequent years, amortized on a straight-line basis over an appropriate period, but in no event more than ten (10) years, with an interest factor equal to the Prime Rate in effect at the time of Landlord's having incurred such expenditure, but in no event greater than the Maximum Rate;

- d) Costs associated with the operation of the business of the ownership or entity which constitutes "Landlord", as the same are distinguished from the costs of operating the Premises including, but not limited to, costs of defending any lawsuits with any mortgagee, legal fees incurred in the negotiation and enforcement of tenant leases and costs of selling, syndicating, financing, mortgaging or hypothecating any of Landlord's interest in the Premises; fines, penalties and interest incurred as a result of Landlord's negligence or willful misconduct;
- i. Any bad debt loss, rent loss, or reserves for bad debts or rent loss;
  - ii. Expenses of any item covered under warranty to the extent Landlord receives the warranty proceeds.

This limitation of this subparagraph H shall not apply to (i) expenses incurred by Landlord as a result of Tenant's gross negligence or willful acts or omissions (ii) any portion of Tenant's Maintenance Obligations incurred by Landlord, all of which shall be fully reimbursable without limitation, or (iii) increases to insurance premiums resulting from increases due to coverage changes by landlord necessary to avoid being underinsured as that term is defined in Landlord's insurance policy, required by Landlord's mortgage lender or resulting from regional catastrophic events triggering broad insurance premium increases within the Tampa Bay metropolitan region.

**11. ALTERATIONS & IMPROVEMENTS TO PREMISES.** Tenant shall not, without prior written consent of Landlord, make any alterations, improvements, additions, or installations, or perform any decorating, painting or other similar work in or about the Premises.

**12. LANDLORD AND TENANT RESPONSIBILITIES.** As a condition of this Modified Full Service Lease, the Landlord is responsible for the cost and operation, management, major maintenance, major repair and replacement of the Premises, land and Building of which the Premises constitutes a part. Landlord shall keep exterior of the building free of all graffiti, trash, rubbish, pests and similar debris and maintain the same in a clean, neat, orderly and sanitary condition at all times. In connection with the operation of the Premises, land and Building of which the Premises constitutes a part, the Landlord hereby covenants, throughout the Lease Term, to pay and discharge before delinquency thereof and before penalties shall accrue thereon: any real estate taxes, including ad valorem taxes, intangible taxes, and any special or otherwise assessments levied against the Premises, including improvements thereof; expenses associated with salaries, or other compensation for maintenance, management personnel, and all other employees or agents of Landlord rendering services; cost of all supplies and equipment used in connection therewith; and premiums and other charges incurred by Landlord in connection with insurance for fire and extended coverage, public liability, workmen's compensation, and



any other policies of insurance maintained in respect of the land or Building of which the Premises constitutes a part.

Landlord shall not be liable for damages or abatement of rent, or otherwise, for failure to furnish or delay in furnishing power, electric, heat, air conditioning or water when such failure to furnish or delay in furnishing is caused, in whole or in part, by the need for repairs, a strike or labor controversy, the inability to secure fuel for the Building, any third party accident or casualty, unauthorized act or default by other tenants, Tenant, or any cause beyond reasonable control of Landlord. Landlord shall not be liable for injury to persons or property caused by any defects in the power, electric, heating, air conditioning and water unless injury or damages to property result from Landlord's negligence or conduct intended to cause such injury or damages.

Throughout the Lease Term, Landlord shall, at its sole cost and expense, maintain in reasonably good condition, order, and repair, the structural portions of the Premise and Building, including the foundation, floors, roof, and supporting walls and the exterior of Premises, including appurtenant grounds, site drainage, sidewalks, signs and parking areas. Subject to the Tenant's Maintenance Obligations hereafter defined, Landlord shall also maintain in reasonably good condition, order, and repair, all electrical systems and lighting fixtures, sewer, plumbing pipes and fixtures, including main water and sewer piping, interior and exterior doors and locks (except for the replacement of keys and locking mechanisms which Landlord will complete at the request and cost of Tenant), windows, window hardware, walls, ceilings, ceiling tiles, exterior glass and ensure compliance with any and all life safety code requirements, unless due to the negligence or intentional wrongful acts of Tenant.

Notwithstanding the provisions of this Paragraph, Tenant shall immediately give Landlord written notice of any defects or need for repairs in Premises known to Tenant, whether Landlord is obligated to make such repair or not. Reasonable written notice to Landlord, specifying the repairs to be made, constitutes an absolute condition precedent to Landlord's duty of repair. Landlord or his agent shall have sufficient time to commence correction of any deficiencies after notice by Tenant. However, Landlord shall not be required to make any such repairs where same are caused or occasioned by the negligence or willful misconduct of Tenant, its agents, employees or invitees.

All property of any kind that may be on the Premises during the continuance of this Lease shall be at the sole risk of the Tenant, except that Landlord shall be liable for damage to Tenant's property caused by failure of Landlord to adequately perform any of Landlord's duties specified herein.

Tenant, at all times, shall maintain the interior of the Premises in a clean and orderly condition, free from all debris, throughout the Lease Term. Tenant is responsible, at its sole

cost and expense to provide for its own utility services including but not limited to electric, water, sewer, natural gas, waste collections and recycling services. Further, Tenant shall provide and be solely responsible for the cost of all janitorial, and pest control services. Landlord shall undertake, at Tenant's cost, all additional interior maintenance required to include the replacement of either light bulbs and ballasts or LED fixtures, all reasonable and necessary preventative maintenance of all HVAC systems, inclusive of filter replacement, all plumbing and sewage backups resulting from any cause other than the failure of such equipment and pipes in any way related to the Premises and shall invoice Tenant monthly for the costs associated with such repairs. Tenant shall reimburse Landlord, as Additional Rent, within thirty (30) days of receipt of Landlord's invoice, up to \$300.00 per repair for plumbing and electrical repairs, and up to \$750.00 per repair for HVAC repairs. If Tenant reimbursement for such repairs exceeds \$5,000.00 during any given calendar year then Landlord shall be responsible for the full cost of any repairs to the plumbing, electrical or HVAC in excess of said \$5,000.00 for the remainder of such calendar year. In the event of replacement of the HVAC system after expiration of any warranty thereon, Landlord shall include the cost of the same in the Common Area Maintenance Expense, the cost of which shall be prorated over the estimated useful life of the equipment replaced. Tenant shall, at its sole cost and expense install and maintain all telephone, internet, television, access control, communications, and data and security systems, if any with the exception of the communications systems related to the Elevator and Fire System which shall be installed and maintained by the Landlord. Tenant shall use and operate in a reasonable and safe manner all electrical, heating, ventilating, air-conditioning, and other fixtures, equipment and appliances appurtenant to or serving the Premises. All of the foregoing are herein referred to as the "Tenant Maintenance Obligations."

Tenant shall not commit or allow to be committed any waste on any portion of the Premises. Tenant shall be liable to Landlord for any damage or destruction to the Premises caused or occasioned by the gross negligence or willful misconduct of Tenant, its agents, employees or invitees.

Access to the Premises shall be twenty four (24) hours per day, seven (7) days per week.

As long as Tenant is entitled to possession of the Premises, Tenant shall conform to the Rules and Regulations attached as **Exhibit "D"** to this Lease and all other rules and regulations promulgated by Landlord regarding the use of the Building of which Tenant is given written notice.

**13. USE OF PREMISES.** Unless other uses are specifically stated and authorized herein, the Premises shall be used and occupied by Tenant solely for the purpose of general office space for the Pinellas County Sheriff North District Station. The Premises shall not be occupied or used for any illegal purpose, nor in violation of any valid regulation of any governmental body, or to violate the terms thereof.

**14. QUIET ENJOYMENT.** If Tenant shall pay the Rent reserved herein and other amounts to be paid by Tenant to Landlord, and well and faithfully keep, perform and reserve all the covenants, agreements and conditions herein stipulated to be kept, performed and observed by Tenant, Tenant shall at all times during the Lease Term have

the peaceful and quiet enjoyment of said Premises without hindrance of Landlord, or any person lawfully claiming under Landlord, subject, however, to the terms of this Lease and any mortgage provided for herein.

**15. ASSIGNMENT AND SUB-LETTING.** Tenant may not, without the prior written consent of Landlord, assign this Lease or any interest thereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant for the Use described in Paragraph 13 above. Consent to one assignment or sublease shall not destroy or waive this provision and all other assignments and subleases shall likewise be made only upon prior written consent of Landlord. Subtenants or assignees shall become liable to Landlord for all obligations of Tenant hereunder without relieving Tenant's liability therefore. No such assignment or sublease shall be terminated, canceled, surrendered, modified or otherwise affected in any way to the detriment of any of Landlord's rights, without written consent of Landlord. No such assignment or sublease shall terminate or be terminated by reason of the termination of this Lease unless the sublessee shall be given notice by Landlord of such termination.

**16. PROPERTY OF TENANT.** Tenant may (if not in default hereunder) prior to the expiration of the Lease, or any extension thereof, remove all personal property which it has placed in the Premises, provided Tenant repairs all damages to the Premises caused by such removal.

**17. DAMAGE OR THEFT OF PERSONAL PROPERTY.** Tenant agrees that all personal property brought into the Premises shall be at the risk of Tenant only, and Landlord shall not be liable for theft thereof or any damage thereto occasioned by any acts of any tenants, other occupants of the Building or any other person.

**18. WAIVER OF CLAIMS AND INDEMNITY.** Landlord is responsible for all personal injury and property damage attributable to the negligent acts or omissions of Landlord and the officers and employees thereof or individuals authorized to act on behalf of Landlord. The Tenant is responsible for the safety of its own invitees, licensees, or participants in their programs in case of accidental injury, except as noted above. Nothing herein shall be construed as an indemnity or waiver of Tenant's sovereign immunity, as provided in Section 768.28, Florida Statutes, as amended, or any other law providing limitations on claims.

**19. NO ESTATE IN LANDLORD'S OWNERSHIP INTEREST.** This Lease shall create the relationship of landlord and tenant between Landlord and Tenant; no interest in Landlord's fee simple interest in the Premises shall pass out of Landlord; and Tenant has only a temporary leasehold interest in the Premises pursuant to the terms and conditions herein, which is not subject to levy and sale.

**20. GOVERNMENTAL REQUIREMENTS.** Tenant agrees, at its own expense, to promptly comply with all requirements of any legally constituted public authority necessitated by reason of Tenant's occupancy of said Premises.

**21. HOLDING OVER.** If Tenant retains possession of the Premises, or any part thereof, after the termination of this Lease by lapse of time or otherwise, unless otherwise agreed between the parties, Tenant shall pay to Landlord the monthly installments of Rent, at one and one half times the rate payable for the month immediately

preceding said holding over, computed on a per-month basis, for each month or part thereof (without reduction for any such partial month) that Tenant thus remains in possession, and, in addition thereto, Tenant shall pay to Landlord all direct and consequential damages sustained by reason of Tenant's retention of possession. The provisions of this Paragraph shall not be deemed to limit or exclude any of Landlord's rights or re-entry to any other right granted to Landlord hereunder or under law.

**22. EMINENT DOMAIN.**

**A.** In the event the whole or any substantial part of the Building or the Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, this Lease shall terminate as of the date of the taking of possession or by the condemning authority, and Rent shall be apportioned as of said date.

**B.** In the event less than a substantial part of the Building or the Premises shall be taken or condemned for any public or quasi-public use or purpose, or if any adjacent property or street shall be condemned or improved in such manner as to require the use of any part of the Premises or of the Building, then at the election of Landlord expressed by delivery of written notice to Tenant within ninety (90) days after said date of taking, condemnation or improvements, this Lease shall terminate as of said date without any payment from Landlord to Tenant therefore, other than Tenant's share of damages from said taking as referenced herein.

**C.** Landlord shall be entitled to receive the entire award from any taking or condemnation without any payment to Tenant, as provided for in Florida Statutes; provided, however, Tenant shall be entitled to receive any award or portion of any award specifically designated to Tenant pursuant to Florida Statutes.

**23. DAMAGE BY FIRE OR OTHER CASUALTY.**

**A. Partial Destruction.** If the Building or Premises shall be partially damaged by fire or other casualty, Tenant shall provide written notice of the same to Landlord as soon as practical thereafter (the "Casualty Notice"). If no such Casualty Notice is given, notice shall be deemed to be the date upon which Landlord has actual knowledge of the fire or other casualty. Upon receipt of such notice, Landlord shall determine, in its sole discretion, whether the repairs can be completed within one hundred eighty (180) days, and tender written notice of the same to Tenant within thirty (30) days of the Casualty Notice. Where such repairs can be completed within one hundred eighty (180) days, Landlord shall commence to repair the damage and shall thereafter diligently pursue repair of the damage to completion up to the amount of any insurance proceeds available. Where such repairs cannot be completed within one hundred eighty (180) days, the damage shall be treated as a Substantial or Total Destruction and the terms and conditions of subparagraph B of this Paragraph 23 shall apply. Landlord shall not be liable for any inconvenience or annoyance to Tenant resulting in any way from such damage or the repair thereof, except that, subject to the provisions of the next section. Landlord shall allow Tenant a fair and reasonable diminution of rent during the time, and to the extent of, and proportionate to, the portion of the Premises rendered untenable.

**B. Substantial or Total Destruction.** If the Premises, Common Areas or Office Building shall be (i) totally destroyed or damaged by casualty, or (ii) the Building,

whether the Premises is damaged or not, should be damaged to the extent of fifty (50%) percent or more of the then monetary value thereof, or (iii) if the Premises, Office Building or Common Areas shall be so damaged or destroyed to such an extent that Tenant is unable to conduct its business at the Premises in the ordinary course, as determined by Tenant, and if the estimated time to repair or replace such damage or destruction exceeds one hundred eighty (180) days from the date of the Casualty Notice, then either party may terminate this Lease by written notice to the other within thirty (30) days after the date of the Casualty Notice, with such termination to be effective as of the date of the Casualty Notice. If neither party terminates this Lease as set forth above, Landlord shall promptly repair or replace any damage or destruction to the Premises and the Common Areas. The Base Rent and Additional Rent shall abate until the Premises have been restored to their condition at the time of the occurrence of the damage: provided, however to the extent a portion of the Premises is restored and Tenant occupies the same, the abatement of Base Rent shall cease and Landlord shall allow Tenant a fair and reasonable diminution of rent during the time, and to the extent of, and proportionate to, the portion of the Premises remaining untenable.

**C. Landlord's Termination Option.** Notwithstanding the foregoing provisions of Subparagraph B of this Paragraph 23, if such damages (i) are a result of a risk which is not covered by Landlord's insurance or exceeds the proceeds from such insurance or (ii) such damage shall occur during the last eighteen (18) months of the Term of this Lease (or of any renewal Term), then in any of such events, Landlord may, at its sole option and discretion, by written notice to Tenant within thirty (30) days of the Casualty Notice, elect not to repair such damage and to cancel and terminate this Lease effective as of a date of Casualty Notice. Upon the giving of such notice to Tenant, the Term of this Lease shall expire by lapse of time upon the third (3rd) day after such notice is given, and Tenant shall vacate the Leased Premises and surrender the same to Landlord as diligently as possible or within thirty (30) days of receipt of Landlord's notice of termination.

**D. Scope of Work.** Notwithstanding the provisions of subparagraphs A, B or C of this Paragraph 23, Landlord's scope of work to the Premises shall not exceed the scope of work to be performed by Landlord in originally constructing the Premises on behalf of Tenant. Unless this Lease is terminated by Landlord or Tenant, Tenant shall repair and re-fixture at Tenant's expense the interior of the Premises in a manner and to at least a condition equal to that existing prior to its destruction or casualty and the proceeds of all insurance carried by Tenant on its property and improvements shall be held in trust by Tenant for the purpose of said repair and replacement.

**24. RIGHTS OF RECOVERY.** Landlord and Tenant agree to have all fire and extended coverage and material damage insurance which may be carried with respect to the Premises or to the property located therein endorsed with a clause substantially as follows: "This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all rights of recovery against any Party for loss occurring to the property described herein." Landlord and Tenant hereby waive all claims for recovery from each other for any loss or damage to them or to any of their property insured under valid and collectible insurance policies to the extent of the proceeds collected under such insurance policies.

**25. ENTRY BY LANDLORD.** Landlord may enter the Premises at reasonable hours to exhibit the same to prospective purchasers or tenants, to inspect the Premises to see that the Tenant is complying with all its obligations desirable by Landlord under the terms hereof or necessary to Landlord's adjoining property. The Landlord shall also be allowed to take any and all needed materials and equipment that may be required to make repairs, into and through the Premises without being liable to Tenant in any manner whatsoever, unless damage is caused by Landlord's negligence. Such repairs shall not unduly interfere with Tenant's business except as is naturally necessitated by the nature of the repairs being affected. During the time such work is being done in or about the Premises, the Rent provided herein shall in no way abate, and Tenant waives any claim and cause of action against Landlord for damages by reason of interruption to Tenant's business or loss of profits therefrom. Landlord shall use its best efforts to notify Tenant within 24 to 48 hours of Landlord's intent to enter Premises. However, in the event of emergency, Tenant waives its rights to prior notification.

**26. MORTGAGEE'S RIGHTS AND SUBORDINATION.** Landlord reserves the right to sell, assign, transfer, mortgage or convey any and all rights it may have in the Building, the Premises or this Lease, and to subject this Lease to the lien of any mortgage now or hereafter placed upon the Building or the Premises. However, the subordination of this Lease to any mortgage hereafter placed upon the Building or the Premises, shall be upon the express condition that this Lease is recognized and will not be disturbed by Landlord's mortgagee and said mortgagee agrees to be bound by the terms and conditions set forth herein if it should assume possession of the property, and that the rights of Tenant hereunder shall remain in force despite any default in performance of Landlord, or foreclosure proceedings with respect to any such mortgage, provided Tenant is not in default of any of its obligations hereunder. Upon the request of Landlord and within ten (10) days thereof, Tenant shall execute any and all instruments deemed by Landlord as necessary or advisable to subject and subordinate this Lease, and the rights given Tenant by this Lease, to such mortgages as described above. Any sale by Landlord of the Building or Landlord's interest under this Lease shall release and discharge Landlord from any and all further obligations under this Lease provided that the purchaser of the Building or Landlord's interest recognizes this Lease and the rights of Tenant herein, and assumes the responsibilities of the Landlord hereunder arising from and after the date of transfer.

**27. SIGNS.** Tenant shall not erect, install, maintain, or display any signs, lettering, canopies, awnings, or advertising on the exterior of the Premises, exterior of the Building, or the lands of which the Premises and the Building constitute a part, without the prior written consent of Landlord. In the event such consent of Landlord is obtained, Tenant, at its sole cost and expense, shall maintain the same in good condition and repair at all times during the Lease Term. Upon the termination of this Lease, Tenant agrees to remove all signs, lettering, canopies, awnings, advertising, and other personal insignia and to repair any and all damage caused to the Premises, the Building, or the lands of which the Premises and the Building constitute a part, by reason of such removal.

**28. NOTICES.** Any written notice required or allowed by this Lease to be given between Landlord and Tenant shall be deemed properly delivered when mailed by

certified or registered mail, return receipt requested, postage prepaid and deposited in the United States mail to either Party at the address that appears in Paragraph 1 hereinabove.

**29. DEFAULT.**

**A. Tenant Default.** The parties covenant and agree that if Tenant fails to pay any installment of Rent, Additional Rent, TI Overage or any other amount payable when due in accordance with the terms hereof (“Monetary Default”), then Tenant shall be in default of this Lease. Landlord shall provide written notice to the Tenant of the Monetary Default and Tenant will have ten (10) days from receipt of notice to cure such Monetary Default.

If the tenant shall fail to comply with any other term, covenant or condition of this Lease or fail, by omission to act when required hereunder, Tenant shall be in default under this Lease (“Non-Monetary Default”) (Monetary Default and Non-Monetary Default may hereafter be collectively be referred to as “Default”) and Tenant shall be afforded an opportunity to cure such Non-Monetary Default within thirty (30) days of written notice from Landlord. If Tenant has not cured such Non-Monetary Default, or commenced all reasonable efforts to cure under a plan of action approved by Landlord during said thirty (30) day curative period, then pursued with reasonable diligence such cure then Landlord, in its sole and absolute discretion, may pursue all remedies available at law and reserved herein on account of such Non-Monetary Default.

**B. Landlord Remedies upon Tenant Default.** Upon the occurrence of an event of Default by Tenant, which Default is not cured after notice, to the extent provided for or required herein above, Landlord reserves the following remedies, which shall be cumulative and not exclusive and in addition to all remedies available at law and in equity, as applicable, subject only to the remedies reserved by reason of Bankruptcy as set forth in Paragraph 30 below:

(i) Terminate this Lease; or

(ii) Landlord may re-enter and retake possession as provided by law for the benefit of Tenant and may relet the Premises for the benefit of Tenant and may proceed to collect any deficiency for Rent, Additional Rent, and all Tenant Improvement balances without thereby waiving Landlord’s right to bring any action; or

(iii) Nothing contained hereinabove shall impair or affect Landlord’s right to maintain summary proceedings provided for by law. If this Lease shall be terminated, Landlord may immediately or at any time thereafter re-enter or repossess the Premises as provided by law and remove all persons and property in a commercially reasonable manner therefrom without being liable for trespass or damages.

(iv) Landlord may elect to accept Rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting Landlord’s rights as contained in this

Lease, but no receiver, trustee, or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this Lease.

The aforementioned written notice shall satisfy the notice requirement of Section 83.20, Florida Statutes.

**C. Landlord Default.** Landlord shall be in default under this Lease if Landlord has not commenced and pursued with reasonable diligence the cure of any failure of Landlord to meet its obligations under this Lease within thirty (30) days of the receipt of written notice from Tenant. This grace period shall be extended if the default is of a nature that it cannot be completely cured within the thirty (30) day period solely as a result of non-financial circumstances outside of Landlord's control, provided that Landlord has promptly commenced all appropriate actions to cure the default within the thirty (30) day period and such actions are thereafter diligently and continuously pursued by Landlord in good faith. In no event, however, shall the grace period exceed a total of ninety (90) days.

**D. Tenant's Remedies upon Landlord Default.** Upon the occurrence of an event of Default by Landlord, which Default is not cured after notice as outlined herein, to the extent provided for or required herein, Tenant reserves the following remedies, which shall be cumulative and not exclusive and in addition to all remedies available at law and in equity, as applicable:

- i. Terminate this lease;
- ii. Withhold rent in an amount equal to the amount Tenant expended to cure Landlord's default after expiration of Landlord's cure period;
- iii. Any and all other remedies available in law and equity, except those expressly waived in this Lease.

**30. DEFAULT BY REASON OF BANKRUPTCY.** It is agreed between the Parties hereto that if Tenant shall become a debtor, or seek the entry of an order for relief under the Federal Bankruptcy Code, or become insolvent, or unable to pay its debts as they mature, or take the benefit of any insolvency law, or if Tenant's leasehold interest under this Lease shall be sold under any execution or process of law, or if a trustee in bankruptcy or a receiver be appointed or elected or had for Tenant (whether under federal or state laws), or if said Premises shall be abandoned or deserted while the Rent is in arrears, or in the event Tenant is in default of any obligations hereunder, then and in any such event, at Landlord's option and ten (10) days after Landlord has given tenant written notice of such act, conditions or default, the said Landlord may:

**A.** Terminate this Lease; or

**B.** Landlord may re-enter and retake possession for the benefit of Tenant as provided by law and may relet the Premises for the benefit of Tenant and may proceed to collect any deficiency for Rent without thereby waiving Landlord's right to bring any action; or



C. Landlord shall have the option of declaring the balance of the entire Rent plus Additional Rent for the entire Lease Term to be immediately due and payable.

Nothing contained hereinabove shall impair or affect Landlord's right to maintain summary proceedings provided for by law. If this Lease shall be deemed terminated pursuant to such proceedings, Landlord may immediately or at any time thereafter re-enter or repossess the Premises and remove all persons and property in a commercially reasonable manner therefrom in accordance with such proceedings and all applicable laws.

Landlord may elect to accept Rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting Landlord's rights as contained in this Lease, but no receiver, trustee, or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this Lease.

All rights and remedies of Landlord hereunder shall be cumulative and in addition to all rights and remedies provided by applicable law.

The aforementioned written notice shall satisfy the notice requirement of Section 83.20, Florida Statutes.

D. If Landlord shall become a debtor, or seek the entry of an order for relief under the Federal Bankruptcy Code, or if a trustee in bankruptcy be appointed for Landlord, such that Landlord is rendered unable to act to cure a pending default of its obligations hereunder, then and in any such event, at Tenant's may petition the bankruptcy court to direct such action be undertaken on Landlord's behalf, or institute and adversary proceeding to enforce the terms hereof, or seek leave of the bankruptcy court to pursue any remedies reserved to Tenant herein in state court.

**31. FISCAL NON-FUNDING.** The limitations of Article VII, Sections 10 and 12 of the Florida Constitution and Florida Statute §129.07 shall apply to this Lease, and in the unlikely event funds are not appropriated by or on behalf of the Tenant in any succeeding fiscal year for the purposes described herein, thus preventing the Tenant from performing its contractual duties, then this Lease shall be deemed to terminate at the expiration of the fiscal year for which the funds were appropriated and expended, without penalty or expense to Tenant. Tenant agrees to give as much advanced notice as possible of such termination to the Landlord. Upon termination, Additional Rent relative to the fiscal year which funds were appropriated as defined in paragraph 10 shall be due in full together with all unamortized Tenant Improvement balances and the \$100,000 demolition fee, each as described in paragraph 4.B.

**32. SURRENDER OF PREMISES.** Upon termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession of the Premises without termination of the Lease, Tenant shall surrender and vacate the Premises immediately and deliver possession thereof to Landlord in a clean, good and tenantable condition, ordinary wear excepted. Upon any termination which occurs other than by reason of Tenant's default, Tenant shall be entitled to remove from the Premises all furnishings, equipment, and records, provided that Tenant shall repair all damage resulting from such removal and shall restore the Premises to a tenantable condition. All

other additions, decorations, fixtures, hardware, and all permanent improvements remaining, in or about the Premises upon termination remain Landlord's property and shall remain upon the Premises without compensation, allowance, or credit to Tenant, whether placed there by Tenant or by Landlord, unless Landlord directs their removal. Any and all property which may be removed from the Premises by Landlord pursuant to the above or pursuant to law shall be conclusively presumed to have been abandoned by Tenant and title thereto shall pass to Landlord without any cost by setoff, credit or otherwise, and Landlord may, at its option:

- (i) accept title to such property in which event Tenant shall be conclusively presumed to have conveyed such property to Landlord under this Lease as a bill of sale; or
- (ii) at Tenant's expense, dispose of such property in any manner that Landlord shall choose; or
- (iii) at Tenant's expense, store such property.

In no event, however, shall Landlord be responsible for the value, preservation or safekeeping of such property.

**33. ATTORNEY'S FEES.** In any action brought to enforce any of the terms of this Lease, the prevailing Party shall be entitled to receive a reasonable fee for the services of his or her attorney for trial and appeal, to be determined by the court, to the extent permitted by law, which shall be taxed as a part of costs, provided nothing herein shall be construed as a waiver of Tenant's sovereign immunity protections provided for in Florida Statute 768.28.

**34. ESTOPPEL CERTIFICATE.** Tenant shall, from time to time, upon not less than twenty (20) days prior written request by Landlord, deliver to Landlord a statement in writing certifying that:

- A.** This Lease is unmodified and in full force and effect, or, if there have been modifications, that the Lease is modified and is in full force and effect; and
- B.** The dates to which Rent and other charges have been paid and the amount of any Security Deposit; and
- C.** The Landlord is not in default under any provision of this Lease, or, if in default, a detailed description thereof; and
- D.** The Tenant has a right of first refusal to purchase in the event Landlord receives an acceptable offer.

**35. TENANT'S INSURANCE.** In accordance with 768.28, Florida Statutes, the Tenant is self-insured. This self-insurance includes Workers Compensation, Public Entity Liability Insurance coverage above a self-insured retention that may vary during the term of the Lease; a Casualty Package insurance policy applies for General Liability, Auto Liability, Public Officials Liability, and Employment Related Practices Liability.

**36. LANDLORD'S INSURANCE.** Landlord shall maintain and pay for property insurance on a "Special Perils" form covering building and improvements, including those in Exhibit B-1. If property is in a Flood Zone per the National Flood Insurance Program definition of same, Landlord shall carry flood insurance on the building and improvements. Landlord shall be responsible for all deductibles for Landlord's insurance. Tenant shall insure or self-insure tenant's contents and emergency generator referenced in paragraph 39. Landlord shall also maintain lessor's risk Liability insurance for building common areas with a minimum limit of 1 million dollars per occurrence.

**37. COMMON AREAS.** Tenant is hereby granted the nonexclusive right in common with other tenants of the Building, as it shall exist from time to time, to use such common areas appurtenant to the Building as may be designated by Landlord. All of such common areas shall be subject to Landlord's sole and exclusive control and shall be operated and maintained in such a manner as Landlord in his discretion may determine. Landlord hereby expressly reserves the right to alter, from time to time, the dimensions and locations of the common areas, to construct additions to the Building, and to grant tenants of any building owned by Landlord on land adjacent or in proximity to the land for which the Premises constitutes a part, the right to use all or any portion of such areas in common with all tenants of the Building, all without the consent of Tenant.

**38. PARKING.** Tenant shall have the exclusive right to utilize the allocated number of parking spaces which is estimated to total 90 spaces. None of the parking areas will be supervised by Landlord, and Landlord shall not be liable for any injuries, damage, theft, or loss to persons or property that may occur upon or near such parking areas.

**39. TENANT'S EMERGENCY GENERATOR.**

**A.** Landlord hereby grants Tenant the right throughout the lease term and in accordance with and subject to Section 11 of the Lease Agreement to install and maintain, at tenant's sole cost and expense, an emergency generator, related equipment and necessary infrastructure (the "Generator"); the location of which is shown on Exhibit "B-3" (the "Generator Site"). In no event shall tenant be entitled to install underground storage tanks in connection with the Generator. Tenant shall perform regular testing of the generator in a time and manner reasonably determined by landlord to present the least amount of noise and/or disruption to surrounding properties. Tenant shall be responsible for any fines, clean-up cost, and hazardous waste disposal caused by any fuel leaks from the generator fuel storage tank. The type and specifications of the generator to be installed shall be subject to the approval of Landlord, which approval shall not be unreasonably conditioned, delayed or withheld.

**B.** Landlord shall install a concrete pad, transfer switches and electrical connections between the generator and the building electrical panel as part of the Tenant Improvements, further described in Section 4 of the Lease Agreement. Tenant shall provide Landlord generator and fuel tank specifications during the design phase. Any required Generator Screening will be part of the Tenant Improvements.

**C.** Tenant shall be responsible for all costs incurred in installing, operating, fueling, repairing, maintaining and replacing the Generator. The Generator is the sole property of tenant and tenant shall have the right to repair, replace, or remove the

Generator at tenant's sole discretion. At the expiration or earlier termination of the Lease Agreement, tenant shall remove the Generator within thirty (30) days after the expiration date.

**D.** Throughout the term of the Lease, tenant shall (i) ensure that the Generator complies with all local, state and federal ordinances, codes, statutes and directives, including without limitation environmental laws; (ii) cause technicians, reasonably acceptable to landlord to inspect the Generator at least once per year to ensure that such equipment is functioning properly and that no Hazardous Substances are emanating therefrom (other than customary emissions during testing or operation thereof that are not in violation of any laws, provided such emissions do not enter any interior part of any building); (iii) maintain the Generator in good order and repair; and (iv) maintain all permits and governmental approvals necessary for the operation of the Generator. Tenant shall immediately report to landlord if tenant determines that the Generator is not functioning properly, is leaking, or is in violation of any applicable laws. Tenant shall immediately repair all equipment malfunctions or violations of any law arising out of the operation of the Generator.

#### **40. MISCELLANEOUS.**

**A.** All past due amounts to Landlord under this Lease shall bear interest at the five percent (5%) from the date due until paid, without further notice or demand.

**B.** All of the representations, agreements and obligations of the parties are contained herein, and no modification, waiver or amendment of the provisions of this Lease shall be binding upon Landlord or Tenant unless in writing and signed by Landlord and Tenant or by their duly authorized agents.

**C.** Submission of this instrument by Landlord to Tenant for examination shall not bind Landlord in any manner, and no lease, option, agreement to Lease or other obligation of Landlord shall arise until this instrument is signed by Landlord and delivered to Tenant.

**D.** No rights to light or air over any property, whether belonging to Landlord or to any other person, are granted to Tenant by this Lease.

**E.** No receipt of money by Landlord from Tenant after the termination of this Lease or Tenant's right to possession of the Premises, the service for any notice, the commencement of any suit, or any final judgment for possession of the Premises, shall reinstate, continue or extend the Lease Term or affect any such event.

**F.** No waiver of any default of either Party hereunder shall be implied from any failure by either Party to take any action on account of such default, whether or not such default persists or is repeated, and no express waiver shall affect any default other than the default specified in such waiver and then only for the time and to the extent therein stated.

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

Party requiring consent or approval shall not be construed as a consent or approval to or of any subsequent similar act by the other Party.

**H.** Each provision hereof shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, assigns, executors, administrators, legal representatives and successors.

**I.** The headings or captions of Sections are for convenience only, are not part of this Lease, and shall not affect the interpretation of this Lease.

**41. EXHIBITS.** All exhibits attached to this Lease and signed by Landlord and Tenant are made a part hereof and are incorporated herein by reference.

**42. DISCLOSURE.** Santek Management, LLC (License # CQ1051470) is a licensed real estate broker in the State of Florida dealing in his own account. Tenant shall not be responsible for any broker fees to any party whether or not a Party to this Lease.

**43. SMOKING.** 2496 Bayshore Blvd., Dunedin, FL 34698 is a smoke free building. Any smoking must be done outside the Building. If Tenant, its agents, employees or servants wish to smoke outside the Building, they will be required to do so away from the front of the Building and the Building's west entrance. All smoking on the property must be done one hundred (100) feet from the building or in the designated smoking area.

**44. AMERICANS WITH DISABILITIES ACT (ADA).** Landlord warrants that the Premises are in and shall be maintained in compliance with the Federal Americans with Disabilities Act (ADA) and any similar Act adopted by the State of Florida at Landlord's expense, at the Possession Commencement Date. If the ADA or similar Florida Act is changed so that the Premises become noncompliant, Landlord will have one hundred twenty (120) days to cure said noncompliance.

**45. ASBESTOS.** Landlord warrants that there is no friable asbestos in the Building or the Premises at the commencement of this Lease and that if any friable asbestos is discovered in the Building or the Premise during this Lease Term, the Landlord shall, at its sole cost and expense, remove or encapsulate said asbestos within a reasonable period of time.

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

**47. HAZARDOUS SUBSTANCES.** Tenant shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in Premises. Tenant shall not do, nor allow anyone else to do, anything affecting Premises that is in violation of any Environmental Law. The preceding sentences shall not apply to the presence, use, or storage on Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal maintenance use.

Landlord shall promptly give Tenant written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving Premises, and any Hazardous Substance or Environmental Law of which

Landlord has actual knowledge thereof. If Landlord learns or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting Premises is necessary, Landlord shall promptly take all necessary remedial actions in accordance with Environmental Law.

Landlord shall indemnify and hold Tenant fully harmless for any liabilities and remedial actions of Hazardous Substances for which Landlord is responsible under this Section, except if such liabilities and remedial actions were caused by Tenant or its officers, employees or guests Landlord's indemnification obligations under this Section shall survive the expiration or soon termination of the Lease Term.

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

**48. AIR QUALITY.** The Landlord shall maintain the Building and Building air handling systems to provide a healthy indoor air environment. The Landlord shall maintain the Building and air handling systems sufficiently to prevent the amplification of biological agents (mold, mildew, fungi, and bacteria) and dust above proximate outdoor levels. The Tenant shall be informed prior to any maintenance activities utilizing chemicals including pesticide applications that may impact indoor air quality (and reserve the right to require these activities to occur when Building is unoccupied). Prior to and during occupancy, the Tenant reserves the right to conduct indoor air quality testing. Testing may include volatile organics, biological agents, humidity, temperature or other compounds.

**49. PUBLIC ENTITY CRIME ACT.** Landlord is directed to the Florida Public Entity Crime Act, Section 287.133, Florida Statutes, as amended from time to time, and Tenant's requirement that Landlord comply with it in all respects prior to and during this Lease Term.

**50. PETS.** Pets shall not be allowed in or on the Property without prior written consent of Landlord with the exception of service animals.

**51. RELOCATION OF TENANT.** Intentionally deleted.

**52. RIGHT OF FIRST REFUSAL.**

**A.** In the event Landlord decides to publicly market its property for sale, Landlord shall provide Tenant with written notice forty five (45) days in advance to allow Tenant an opportunity to secure an appraisal and for the parties to mutually agree on a price and terms, failing which Landlord may thereafter list and market the property subject to the right of first refusal set forth herein below. Should the parties come to a mutual agreement within said forty-five (45) day period, Tenant shall be permitted an additional period of ninety (90) days to secure approval of the contract by the Board of County Commissioners. Nothing herein shall require Landlord to accept or reject any offer received from Tenant, in Landlord's sole and absolute discretion.

**B.** If during the Lease Term Landlord receives a bona fide offer (the "Offer") from an independent third party to purchase the Premises or any portion thereof, which Offer Landlord is willing to accept, Landlord shall cause the terms and provisions of the Offer to be reduced to a writing and shall deliver a true, correct, and complete copy thereof to Tenant after redacting personally identifying information regarding the proposed purchaser. Thereafter, Tenant shall have the right to purchase the Premises upon the same terms and conditions as contained in the Offer, provided Tenant shall so indicate its intention to Landlord in writing within thirty (30) days after the date of Tenant's receipt of the Offer from Landlord. If within said 30-day period Tenant does not elect to purchase the Premises, Landlord may proceed to sell said real property to the original offeror upon the terms and conditions contained in the Offer within the time period set for closing in the Offer. Said offer may be modified in non-as to its non-material terms and Landlord may reasonably extend the closing date without requiring further consideration by Tenant. If such sale does not close due to termination of the offer or expiration of its terms, Tenant's right to notice of subsequent Offers and to elect to purchase the Premises on such terms remains in effect. If such sale does close, Tenant's right under this Section 10 terminate as of the closing under the Offer. Tenant's right under this Section 10 survive any conveyance of the Premises as a result of other than a bona fide written offer from an independent third party.

**C.** Notwithstanding the foregoing, the terms and conditions of subparagraph A or B to this Paragraph 51 shall not apply to a transfer by Landlord to a trust, partnership, Limited Liability Company, corporation, or other entity controlled by Landlord where such transfer is undertaken for estate planning purposes.

**53. RELATIONSHIP OF PARTIES.** Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint venture between the Parties hereto. It is further understood and agreed that neither the method of computation of Rent, nor any other provision contained herein shall be deemed to create any relationship between the Parties hereto other than the relationship of Landlord and Tenant. Whenever herein the singular is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

**54. ENTIRE AGREEMENT.** This Lease and all exhibits, incorporates all covenants, promises, agreements, conditions and understandings between the Parties. No covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein, shall be effective to alter the performance or the rights of the Parties as stated herein.

{Signatures on following page}

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed as of the date set forth below.

WITNESSES:

TENANT:

**PINELLAS COUNTY**

By and through its Board of County Commissioners

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: Chairman

\_\_\_\_\_  
Print Name: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESSES:

LANDLORD:

**2494 Bayshore Blvd, LLC**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Joseph Kokolakis, Manager

\_\_\_\_\_  
Print Name: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM

By: Chelsea Mawzdy  
Office of the County Attorney



EXHIBIT "A"

LEGAL DESCRIPTION FOR BUILDING/PROPERTY

LEGAL DESCRIPTION:

PARCEL "A"

COMMENCE AT THE NORTHWEST CORNER OF LOT 2, BLOCK F, DUNEDIN CAUSEWAY CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 59, PAGES 20, 21 AND 22 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE SOUTH 88°58'39" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SOUTH PAULLA DRIVE, 288.00 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 88°58'39" EAST, 127.88 FEET TO A POINT OF CURVATURE; THENCE ON AN ARC TO THE LEFT OF 40.84 FEET, CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE OF SOUTH PAULLA DRIVE, WITH A RADIUS OF 140.00 FEET SUBTENDED BY A CHORD OF 40.50 FEET, CHORD BEARING OF NORTH 82°42'21" EAST, TO A POINT ON CURVE; THENCE SOUTH 29°34'48" EAST, 166.55 FEET; THENCE NORTH 88°58'39" WEST, 228.84 FEET; THENCE NORTH 01°01'21" EAST, 17.50 FEET; THENCE NORTH 88°58'39" WEST, ALONG THE SOUTH BOUNDARY OF LOT 2, 25.70 FEET; THENCE NORTH 01°01'21" EAST, 288.00 FEET EASTERLY OF AND PARALLEL TO THE WEST BOUNDARY OF SAID LOT 2, 120.00 FEET TO THE POINT OF BEGINNING.

PARCEL "B"

COMMENCE AT THE NORTHWEST CORNER OF LOT 2, BLOCK F, DUNEDIN CAUSEWAY CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 59, PAGES 20, 21 AND 22 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE SOUTH 88°58'39" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SOUTH PAULLA DRIVE, 415.88 FEET TO A POINT OF CURVATURE; THENCE ON AN ARC TO THE LEFT OF 40.84 FEET, WITH A RADIUS OF 140.00 FEET SUBTENDED BY A CHORD OF 40.50 FEET, CHORD BEARING OF NORTH 82°42'21" EAST, FOR A POINT OF BEGINNING; THENCE CONTINUE ON AN ARC TO THE LEFT OF 30.11 FEET, CONTINUING ALONG THE SOUTH RIGHT-OF-WAY LINE OF SOUTH PAULLA DRIVE, WITH A RADIUS OF 140.00 FEET, SUBTENDED BY A CHORD OF 30.05 FEET, CHORD BEARING NORTH 88°13'44.5" EAST, TO A POINT ON A CURVE; THENCE SOUTH 89°09'17" EAST, 150.00 FEET SOUTHERLY OF AND PARALLEL TO THE NORTH BOUNDARY OF LOT 1, BLOCK F AS SHOWN ON THE SAID PLAT OF DUNEDIN CAUSEWAY CENTER, WHEN MEASURED AT RIGHT ANGLES, 269.73 FEET TO A POINT ON A CURVE; THENCE ON AN ARC TO THE LEFT OF 67.31 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF U.S. HIGH ALTERNATE 19 (STATE ROAD 595) 50.00 FEET WESTERLY OF AND PARALLEL TO THE CENTER LINE OF SURVEY OF U.S. 19-A, WITH A RADIUS OF 5779.58 FEET, SUBTENDED BY A CHORD OF 67.31 FEET, CHORD BEARING SOUTH 20°19'27" WEST, TO A POINT ON A CURVE; THENCE NORTH 88°58'39" WEST, 17.50 FEET SOUTHERLY OF AND PARALLEL TO THE SOUTH BOUNDARY OF SAID LOTS 1 AND 2, BLOCK F, 174.41 FEET; THENCE NORTH 29°34'48" WEST, 166.55 FEET TO THE POINT OF BEGINNING.

AND

THAT PORTION OF LOTS A AND B, BAYWOOD SHORES UNIT 2, AS RECORDED IN PLAT BOOK 35, PAGE 20 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WESTERLY OF THE WEST RIGHT-OF-WAY LINE OF US ALTERNATE 19, ALSO KNOWN AS STATE ROAD 595, TOGETHER WITH THE FOLLOWING DESCRIBED VACATED CURLEW ROAD RIGHT-OF-WAY; BEGIN AT THE NORTHWEST CORNER OF LOT B; THENCE NORTH 01°01'21" EAST 17.50 FEET; THENCE SOUTH 88°58'39" EAST, 17.50 FEET NORTHERLY OF AND PARALLEL TO THE NORTH BOUNDARY OF SAID LOT B, 179.85 FEET TO A POINT ON A CURVE; THENCE ON AN ARC TO THE LEFT OF 18.48 FEET, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF U.S. ALTERNATE 19, WITH A RADIUS OF 5779.58 FEET, SUBTENDED BY A CHORD OF 18.48 FEET, CHORD BEARING SOUTH 19°47'50" WEST, TO A POINT ON A CURVE; THENCE NORTH 88°58'39" WEST, ALONG THE NORTH BOUNDARY OF SAID LOT B, 173.90 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LANDS, AS RECORDED IN O.R. BOOK 9749, PAGE 1580:

A PORTION OF LOT 1, BLOCK F, AS SHOWN IN THE PLAT OF DUNEDIN CAUSEWAY CENTER, AS RECORDED IN PLAT BOOK 59, PAGES 20, 21 AND 22 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 20°50'43" WEST, ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT 1, A DISTANCE OF 131.08 FEET; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 5779.58 FEET, AN ARC DISTANCE OF 18.91 FEET, A CHORD BEARING OF SOUTH 20°45'08" WEST, A CHORD DISTANCE OF 18.91 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5779.58 FEET, AN ARC DISTANCE OF 18.82 FEET, A CHORD BEARING SOUTH 20°33'52" WEST, A CHORD DISTANCE OF 18.82 FEET; THENCE NORTH 72°39'20" WEST, A DISTANCE OF 150.40 FEET; THENCE NORTH 89°09'17" WEST, A DISTANCE OF 153.34 FEET TO THE BEGINNING OF A CURVE TO THE LEFT AND BEING THE SOUTHER RIGHT-OF-WAY LINE OF SOUTH PAULLA DRIVE; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 43.94 FEET, HAVING A RADIUS OF 140.00 FEET, A CHORD BEARING NORTH 71°03'54" EAST, A CHORD DISTANCE OF 43.76 FEET; THENCE SOUTH 69°09'17" EAST, A DISTANCE OF 269.74 FEET TO THE POINT OF BEGINNING.

PARCEL "C"

LOT C OF BAYWOOD SHORES, UNIT 2, AS RECORDED IN PLAT BOOK 35, PAGE 20 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWESTERLY CORNER OF SAID LOT C AND RUN THENCE NORTH 00°42'48" EAST, 134.82 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT C; THENCE SOUTH 89°17'12" EAST, 194.35 FEET; THENCE SOUTH 23°49'57" WEST, 213.98 FEET TO THE SOUTHERLY LINE OF SAID LOT C; THENCE ALONG A CURVE TO THE RIGHT, CHORD BEARING NORTH 56°50'22" WEST, 38.91 FEET RADIUS EQUALS 847.01 FEET; THENCE ALONG A CURVE TO THE LEFT, CHORD BEARING NORTH 61°13'54" WEST, 89.75 FEET AND RADIUS EQUALS 459.47 FEET TO THE POINT OF BEGINNING, AND THE SOUTH 17.50 FEET OF THE VACATED PORTION OF CURLEW ROAD AS RECORDED IN O.R. BOOK 2172, PAGE 658, THAT LIES NORTH OF THE EAST 60.00 FEET MORE OR LESS OF THE ABOVE DESCRIBED PROPERTY.

LESS AND EXCEPT THE FOLLOWING:

BEGIN AT THE SOUTHWESTERLY CORNER OF SAID LOT C AND RUN THENCE NORTH 00°42'48" EAST ALONG THE WESTERLY LINE OF SAID LOT C, 134.32 FEET; THENCE ALONG THE NORTHERLY LINE OF SAID LOT C SOUTH 89°17'12" EAST, 60.00 FEET; THENCE SOUTH 00°42'48" WEST, 164.92 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT C; THENCE NORTH 62°38'51" WEST ALONG THE SOUTHERLY LINE OF SAID LOT C, 67.13 FEET TO THE POINT OF BEGINNING.

AND LESS AND EXCEPT THE FOLLOWING:

THAT PART OF LOT C OF BAYWOOD SHORES, UNIT 2, AS RECORDED IN PLAT BOOK 35, PAGE 20, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWESTERLY CORNER OF SAID LOT C AND RUN THENCE NORTH 0°42'48" EAST 134.82 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT C; THENCE SOUTH 89°17'12" EAST 60.00 FEET FOR A POINT OF BEGINNING; THENCE FROM THIS POINT OF BEGINNING CONTINUE SOUTH 89°17'12" EAST 75.0 FEET; THENCE SOUTH 0°42'48" WEST 12.0 FEET; THENCE ALONG A CURVE CONCAVE TO THE EAST, SAID CURVE HAVING A RADIUS OF 37.00 FEET, AN ARC LENGTH OF 29.06 FEET, SAID ARC SUBTENDED BY A CHORD OF SOUTH 11°19'00" WEST 28.32 FEET; THENCE ALONG A CURVE CONCAVE TO THE NORTHEAST, SAID CURVE HAVING A RADIUS OF 62.00 FEET, AN ARC LENGTH OF 44.91 FEET, SAID ARC BEING SUBTENDED BY A CHORD OF SOUTH 32°00'00" EAST 43.93 FEET; THENCE SOUTH 23°49'57" WEST 20.00 FEET; THENCE SOUTH 66°10'03" EAST 7.70 FEET; THENCE SOUTH 23°49'57" WEST 107.22 FEET TO THE SOUTHERLY LINE OF SAID LOT C; THENCE ALONG A CURVE TO THE RIGHT, CHORD BEARING NORTH 56°50'22" WEST 38.91 FEET, RADIUS EQUALS 847.01 FEET; THENCE ALONG A CURVE TO THE LEFT, CHORD BEARING NORTH 57°02'42" WEST 22.70 FEET, RADIUS EQUALS 459.47 FEET; THENCE NORTH 0°42'48" EAST 164.92 FEET TO THE POINT OF BEGINNING.

**Exhibit “A-1”**

**Pinellas County Sheriff North District Station Rent Schedule**

<b>Lease Year</b>	<b>Base Rent \$/ SF</b>	<b>Annual Rent at 21,496 Sq. Ft.</b>	<b>Monthly Base Rent</b>	<b>Additional Rent \$/SF</b>	<b>Annual Additional Rent at 21,496 Sq. Ft.</b>	<b>Monthly Additional Rent</b>	<b>Monthly TI Overage Payment</b>	<b>Total Monthly Installment</b>
Year 1	\$ 16.00	\$ 343,936.00	\$ 28,661.33	\$ 5.73	\$ 123,172.08	\$ 10,264.34	\$ 7,746.99	\$ 46,672.66
Year 2	\$ 16.32	\$ 350,814.72	\$ 29,234.56	TBD	TBD	TBD	\$ 7,746.99	TBD
Year 3	\$ 16.65	\$ 357,908.40	\$ 29,825.70	TBD	TBD	TBD	\$ 7,746.99	TBD
Year 4	\$ 16.98	\$ 365,002.08	\$ 30,416.84	TBD	TBD	TBD	\$ 7,746.99	TBD
Year 5	\$ 17.32	\$ 372,310.72	\$ 31,025.89	TBD	TBD	TBD	\$ 7,746.99	TBD
Year 6	\$ 17.67	\$ 379,834.32	\$ 31,652.86	TBD	TBD	TBD	\$ 7,746.99	TBD
Year 7	\$ 18.02	\$ 387,357.92	\$ 32,279.83	TBD	TBD	TBD	\$ 7,746.99	TBD
Year 8	\$ 18.38	\$ 395,096.48	\$ 32,924.71	TBD	TBD	TBD	\$ 7,746.99	TBD
Year 9	\$ 18.75	\$ 403,050.00	\$ 33,587.50	TBD	TBD	TBD	\$ 7,746.99	TBD
Year 10	\$ 19.12	\$ 411,003.52	\$ 34,250.29	TBD	TBD	TBD	\$ 7,746.99	TBD





### **EXHIBIT “B-1” (Tenant Improvements)**

Tenant shall accept the Premises in its “as-is” condition. All costs for construction of Tenant Improvements shall be at Tenant’s sole cost and expense. Notwithstanding the aforementioned, the Landlord shall provide Tenant with a Tenant Improvement Allowance of Thirty-Five Dollars and 00/100 (\$35.00) per air conditioned RSF (Allocable Square Footage) totaling \$752,360.00. Landlord has prepared a preliminary cost estimate for the program developed by the Tenant at \$1,482,757, or \$68.98/sf of air-conditioned space. The balance of \$33.98/sf, or \$730,397.00 shall be paid by the Landlord and reimbursed per Section 10.

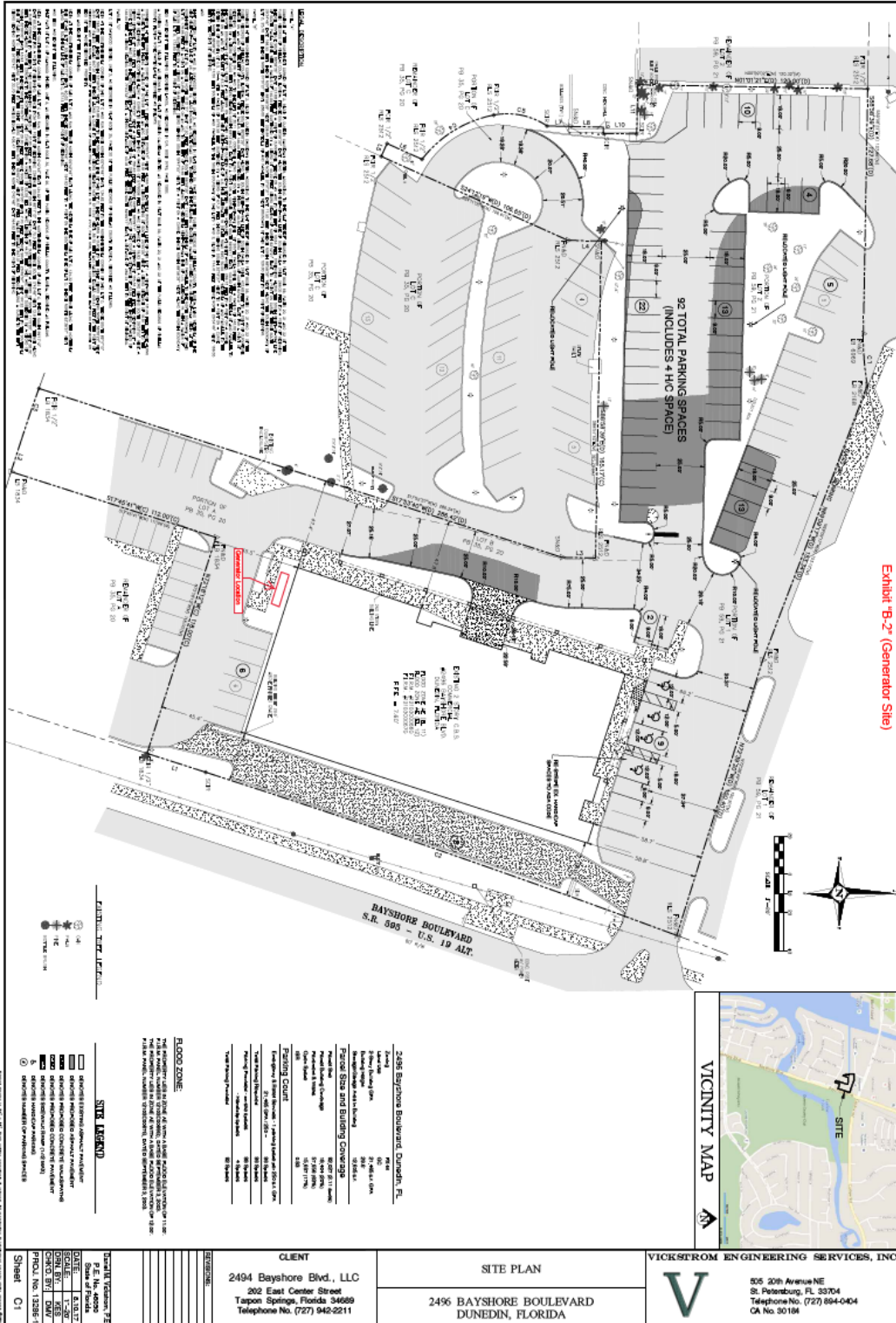
In addition to the Tenant Improvement Allowance, Landlord at its sole cost and expense will upgrade the building’s exterior, Install New Elevator, and provide HVAC/Electric service to the Premises at an estimated cost of \$1,100,000.00. All distribution of HVAC/Electric throughout the Premises shall be charged against the Tenant Improvement Allowance.

Landlord will demolish the existing remote drive-through, reconfigure parking lot, demolish portions of the exterior walls on the first floor except those necessary for construction of the first-floor lobby, install new landscaping and update the exterior elevations with new stucco and painting at Landlord’s sole cost and expense.

Landlord will complete all Tenant Improvements and prepare the Premises for occupancy within an estimated 7 months of Lease execution, in accordance with the terms herein.

# EXHIBIT "B-2"

## EXHIBIT "B-2" (Generator Site)



### **Exhibit “C” (Option Term Rent)**

Rent during each 5 Year Option Term shall be as follows:

Option Term 1: Base Rent of \$ 19.51/SF for the first year and an increase year of 1.02% of the previous year.

Option Term 2: Base Rent equal to 1.02% of the previous year’s rate for the first year and 1.02% of the previous year each year thereafter.

Option Term 3: Base Rent equal to 1.02% of the previous year’s rate for the first year and 1.02% of the previous year each year thereafter.

## Exhibit “D”

### Rules and Regulations

1. The sidewalks and public portions of the Building, such as entrances, passages, courts, parking areas, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or encumbered by Tenant or its employees, agents, invitees, or guests nor shall they be used for any purpose other than ingress and egress to and from the Premises. Tenant shall keep the Premises and the outside areas immediately adjoining the Premises clean and free from refuse and rubbish at all times. Tenant may not use the outside areas adjoining the Premises, either permanently or temporarily, to store supplies signage, advertising, plants, decorations, seating or merchandise, or as a work area. Tenant may not utilize the space in front of Tenant’s unit in any manner that will restrict or obstruct the free flow of pedestrian and vehicle traffic within the Property except for the purpose of loading and unloading for temporary periods of time. At all times, Tenant will not conduct any business operations that will interfere with or interrupt the business operations of adjoining Tenants or other occupants of the Property.
2. No awnings or other projections shall be attached to the outside walls of the Building. No roof or exterior wall penetrations of any kind are permitted, with the exception of those related to security camera installation and building signage. No curtains, blinds, shades, louvered openings, or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord, unless installed by Landlord. No aerial or antenna shall be erected on the roof or exterior walls of the Premises or on the Building without the prior written consent of Landlord in each instance, which may be withheld or conditioned in Landlord’s absolute discretion.
3. No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by Tenant on any part of the outside of the Premises or Building or on corridor walls or doors or mounted on the inside of any windows without the prior written consent of Landlord. Signs on any entrance door or doors shall be approved by landlord prior to installation by Tenants vendor at Tenant’s expense. In the event of the violation of the foregoing by Tenant, Landlord may install and/or remove same without any liability and may charge the expense incurred to Tenant.
4. The sashes, sash doors, skylights, windows, heating, ventilating, and air conditioning vents and doors that reflect or admit light and air into the halls, passageways, or other public places in the Building shall not be covered or obstructed by Tenant, or its employees, agents, invitees, or guests, nor shall



- any bottles, parcels, or other articles be placed outside of the Premises.
5. No boxes or other articles shall be put in front of or affixed to any part of the exterior of the Building.
  6. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, grease or other substances shall be thrown therein. All damages resulting from any misuse of fixtures shall be borne by the Tenant who, or whose employees, agents, invitees, or guests, shall have caused the same.
  7. No cooking shall be done or permitted by Tenant on the Premises except in conformity to law and then only in the utility kitchen (if a utility kitchen was provided for in approved plans for the Premises or if Landlord has consented in writing thereto), which is to be primarily used by Tenant's employees for heating beverages and light snacks.
  8. Neither Tenant nor any of Tenant's employees, agents, invitees, or guests shall at any time bring or keep upon the Premises any inflammable, combustible, or explosive substance or any chemical substance, other than reasonable amounts of law enforcement related equipment required in the normal operation of Tenant's business, all of which shall only be used in strict compliance with all applicable Environmental Laws.
  9. Tenant shall not overload any floor. Landlord may, but shall not be required to, direct the routing and placement of safes and other heavy articles. Safes, furniture and all large articles shall be brought into said Premises or removed therefrom at Tenant's sole risk and responsibility.
  10. The Premises shall not be used for lodging or sleeping, or for any immoral, disreputable, or illegal purposes, or for any purpose which may be dangerous to life, limb, or property.
  11. Tenant will refer all contractors, contractors' representatives and installation technicians rendering any service to Tenant, to Landlord's supervision, approval, and control before performance of any Contractual service. All contractors shall be licensed and insured. This provision shall apply to all work performed in the Building including but not limited to the installation of telephones, electrical devices, plumbing and HVAC.
  12. Tenant shall not connect any apparatus, equipment or device to the water lines in the building, without first obtaining the written consent of the Landlord.
  13. Canvassing, soliciting, and peddling within the Building or in the Common Areas is prohibited and Tenant shall cooperate to prevent the same.
  14. There shall not be used in any space, or in the public halls of the Building, either by Tenant or by jobbers or others, in the delivery or receipt of merchandise to Tenant, any hand trucks, except those equipped with rubber

- tires and side guards.
15. All paneling or other wood products not considered furniture which Tenant shall install in the Premises shall be of fire-retardant materials. Prior to the installation of any such materials, Tenant shall submit to Landlord a satisfactory (in the reasonable opinion of Landlord) certification of such materials' fire-retardant characteristics. Tenant shall not store wood pallets inside the building.
  16. All trucks and delivery vans shall be parked in designated areas only and not parked in spaces reserved for cars. All delivery service doors are to remain closed except during the time that deliveries, garbage removal, or other approved uses are taking place therein. All loading and unloading of goods shall be done only at such time, in the areas, and through the entrances designated for such purposes by Landlord.
  17. Tenant shall be responsible for the removal and proper disposition of all crates, trash, boxes, and items termed garbage from the Premises. The corridors and parking and delivery areas are to be kept clean from such items. Tenant shall provide convenient and adequate receptacles within their rented space for the collection of standard items of trash and shall dispose of all trash, debris, cardboard in dumpster in the dumpster enclosure. Trash and garbage shall be in sealed polyurethane plastic bags and shall be emptied to the outside dumpster daily. When using dumpsters, Tenant shall break down or flatten all boxes and debris. Tenant shall keep dumpster enclosures closed when not in use. Dumpsters may not be used to dispose of any hazardous waste, construction debris or materials, or any trash or waste generated away from the Premises. Tenant shall not burn any trash or garbage of any kind in or about the Premises. Tenants must make their own arrangements for the proper disposal of construction materials, furniture and fixtures, copy machines, printers, computers, monitors and appliances of any kind. The trash dumpsters are for garbage and paper goods only.
  18. Landlord shall not be responsible for lost or stolen personal property, equipment, money or jewelry from Tenant's area, common areas, parking garages or public rooms regardless of whether such loss occurs when such area is locked against entry or not.
  19. Neither Tenant, nor its employees, agents, invitees, or guests, shall paint or decorate the Premises, or mark, paint, or cut into, drive nails or screw into nor in any way deface any part of the Premises or Building without the prior written consent of Landlord. Notwithstanding the foregoing, standard picture hanging shall be permitted without Landlord's prior consent. If Tenant desires a signal, communications, alarm, or other utility or service connection installed or changed, such work shall be done at the expense of Tenant, with the approval and under the direction of Landlord.
  20. Tenant shall give Landlord prompt notice of all accidents to or defects in air

conditioning equipment, plumbing, and electric facilities, or any part or appurtenance of the Premises.

21. Tenant agrees and fully understands that the overall aesthetic appearance of the Building is of paramount importance; thus Landlord shall maintain complete aesthetic control over any and every portion of the Premises visible from outside the Premises including but not limited to all fixtures, equipment, signs, exterior lighting, plumbing fixtures, shades, awnings, merchandise, displays, art work, wall coverings, or any other object used in Tenant's business. Landlord's control over the visual aesthetics shall be complete and arbitrary. Landlord will notify Tenant in writing of any aesthetic deficiencies and Tenant will have seven (7) days to correct the deficiencies to Landlord's satisfaction or Tenant shall be in default of this Lease and the Default section shall apply. Landlord shall have the right to prohibit the use by Tenant of any obnoxious, unethical or immoral method of business operation, advertising or interior display, if, in Landlord's opinion, the continued use thereof would impair the reputation of the Property as a desirable place.
22. Tenant shall not install, operate, or maintain in the Premises or in any other area of the Building, any electrical equipment which does not bear the U/L (Underwriters Laboratories) seal of approval, or which would overload the electrical system or any part of the system beyond its capacity for proper, efficient, and safe operation as determined by Landlord, taking into consideration the overall electrical system and the present and future requirements therefor in the Building. Tenant shall not furnish any cooling or heating to the Premises, including, without limitation, the use of any electronic or gas heating devices, without Landlord's prior written consent.
23. Pursuant to applicable law, the Building is deemed to be a "no-smoking" building and smoking is prohibited in all interior Common Areas including the secured parking garage. In addition, Landlord may, from time to time, designate non-smoking areas in all or any portion of the exterior Common Areas and within Tenant's Premises. At this time there is NO smoking permitted within 25 feet of the entrance.
24. Whenever and to the extent that the above Rules and Regulations conflict with any of the rights or obligations of Tenant pursuant to the provisions of the Lease, the provisions of the Lease shall govern.
25. Landlord may, upon request, waive compliance with any of the Rules and Regulations provided that (i) no waiver shall be effective unless in writing and signed by Landlord or Landlord's authorized agent, (ii) any such waiver shall not relieve Tenant from the obligation to comply with such Rule or Regulation in the future unless expressly consented to by Landlord.
26. Tenant is responsible for keeping the Premises and all workspaces neat and

clean on a daily basis. Tenant shall provide, at its own cost and expense, adequate janitorial and cleaning service so that the Premises, its storefront, and patio shall at all times be kept clean.

27. Adequate exterminating service shall be employed and maintained at all times by Tenant, so that the Premises shall at all times be protected against and free of pests and vermin, said exterminating service to be performed not less frequently than once every month. If the Premises become infested with insect or vermin, or if areas adjoining the Premises become infested with insect or vermin as a result of Tenant's operations, Tenant shall be responsible for all extermination costs. A copy of the Service Agreement is public record.
28. Tenant shall be responsible for maintaining its own portable fire extinguishers and as are required in accordance with applicable fire and safety codes or ordinances. Tenant, at Tenant's expense, shall be responsible for making sure that all fire extinguishers are properly charged and inspected annually in accordance with all State and local fire codes and ordinances. The sidewalks and public portions of the Building, such as entrances, passages, courts, parking areas, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or encumbered by Tenant or its employees, agents, invitees, or guests nor shall they be used for any purpose other than ingress and egress to and from the Premises.
29. Tenant shall not do, or permit anything to be done in or about the Building, or bring or keep anything therein that will in any way increase the rate of fire or other insurance on the Building, or on property kept therein, or obstruct or interfere with the rights of, or otherwise injure or annoy, other Tenants, or do anything contrary to or in Conflict with valid laws, rules or regulations of any municipal or governmental authority or fire, safety or building authority or regulation.
30. Landlord reserves the right to rescind any of these rules and make such other and further rules and regulations as in Landlord's judgment shall from time to time be needful for the operation thereof, the preservation of good order therein, and the protection and comfort of its Tenants, their agents, employees and invitees, which rules when made and notice thereof given to a Tenant shall be binding upon Tenant in the manner as if originally prescribed.
31. No person, without the consent of the Landlord shall in or on any part of the Premises and/or Building:
  - a. Throw, discard, or deposit any paper, glass, or extraneous matter of any kind, except in designated receptacle, or create litter hazards of any kind.
32. Tenant and Tenant's employees shall park their vehicles only in those portions of the parking area designated for that purpose by Landlord.

33. Vehicles parked illegally or in non-assigned spaces will be towed at the car owner's expense and liability.
34. It is recommended that cars be left in a "doors locked" condition at all times.
35. Tenant shall not allow employees to park in the adjacent HOA parking lot.
36. Tenant agrees that all its employees to be informed of regulations and assumes responsibility for their adherence to them.
37. Tenant or any of its employees will not leave an exterior door unlocked after business hours.
38. Tenant shall provide Landlord maintenance technicians or subcontractors access to premises to allow for repair or replacement as necessary.
39. Tenant or Tenant's contractors shall not cut the concrete floor below or above the premises without written approval by Landlord.
40. Tenant shall not install permanently or temporarily Window AC units.
41. If Tenant installs any equipment that becomes a part of real property and is under warranty, Tenant shall provide said warranty with the Landlord upon leaving the premises.
42. Tenant shall require all contractors and subcontractor's performing work on the premises to obtain the following insurance requirement per example certificate below:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AGENT NAME & ADDRESS	CONTACT NAME	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED SUBCONTRACTOR NAME & ADDRESS	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : INSURANCE COMPANY NAMES	
	INSURER B :	
	INSURER C :	
	INSURER E :	
INSURER F :		
NAIC #		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBSCRIBED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		<input checked="" type="checkbox"/>	MUST BE PROVIDED	MUST BE CURRENT		EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COM/POP AGG \$ 2,000,000.00
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		<input checked="" type="checkbox"/>	MUST BE PROVIDED	MUST BE CURRENT		COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		<input checked="" type="checkbox"/>	MUST BE PROVIDED	MUST BE CURRENT		EACH OCCURRENCE \$ 2,000,000.00 AGGREGATE \$ 2,000,000.00 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	MUST BE PROVIDED	MUST BE CURRENT		<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00
A	Professional Liability (as applicable to design work and/or professional services)		<input checked="" type="checkbox"/>	AS APPLICABLE	MUST BE CURRENT		\$2,000,000 each occurrence \$2,000,000 each occurrence - design errors and omissions

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

2494 Bayshore Blvd., LLC (Owner) are included as additional insured's on the above Named Insured's GENERAL LIABILITY and UMBRELLA LIABILITY policies, and such insurance is on a Primary & Non-Contributory basis. GENERAL LIABILITY and UMBRELLA LIABILITY policies will also include a Waiver of Subrogation in favor of 2494 Bayshore Blvd., LLC Workers Compensation policy listed above includes a Waiver of Subrogation in favor of 2494 Bayshore Blvd., LLC. All insurance carriers listed above shall have an A.M. Best Rating of at least A-VIII.  
Project: TBD

CERTIFICATE HOLDER 2494 Bayshore Blvd., LLC 202 E. Center Street Tarpon Springs, FL 34689	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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ACORD 25 (2010/05)

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The Umbrella/Excess Liability can be reduced to \$1,000,000 for all work under \$25,000



**Exhibit "E" (Tenant's Acceptance Certificate)**

**Pinellas County**

c/o Real Estate Management Department  
Real Property Division,  
509 East Avenue South  
Clearwater, Florida 33756

Re: Lease Agreement dated \_\_\_\_\_, 2017  
by and between Landlord and Tenant for the property located at 2496 Bayshore  
Boulevard, containing approximately 33,729 square feet (the "Premises").

In accordance with the terms and conditions of the Lease, Tenant accepts possession of the  
Premises, acknowledges that the Premises are suitable for Tenant's permitted use and  
agrees to the following:

1. The Tenant Improvements required of the Landlord have been completed in all  
respects, except for the punch list items, if any, described on Schedule 1, attached  
hereto.
2. The Possession Commencement Date is \_\_\_\_\_, 2018.
3. The Expiration Date is \_\_\_\_\_, 2018.

Please acknowledge your acceptance of possession and agreement to the terms set forth  
above by signing below.

Landlord, **2494 Bayshore Blvd, LLC**

Tenant, Pinellas County

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit “E” - Schedule 1 (Punch List Items)**