

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**"), dated September 27, 2016, for reference purposes only ("**Contract Date**"), is entered into by and between PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY d/b/a PINELLAS COUNTY ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic of the State of Florida ("**Seller**"), and INDUSTRIAL REALTY GROUP, LLC, a Nevada limited liability company ("**Buyer**"), with reference to the following facts:

RECITALS:

A. Seller is the fee simple owner of the Property, as hereinafter defined, consisting of approximately 96 acres of real property improved with one or more buildings containing approximately 648,899 square feet of warehouse/industrial/office space and located at 7887 Bryan Dairy Road, Largo, Florida 33777.

B. Buyer desires to purchase the Property from Seller and Seller is willing to sell the Property to Buyer on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale.

Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller, all on the terms, covenants and conditions set forth in this Agreement. The "**Property**" includes the following:

A. Land. The land ("**Land**") consisting of approximately 96 acres and located at 7887 Bryan Dairy Road, Largo, Florida 33777 as more particularly set forth on **Exhibit "A"** attached to this Agreement and made a part hereof, together with all of Seller's right, title and interest in and to all easements, utility reservations, mineral rights, rights of way, strips of land, tenements, hereditaments, privileges, licenses, appurtenances, reversions, remainders in any way belonging, remaining or appertaining thereto;

B. Improvements. The buildings, consisting of approximately 648,899 square feet, and all other structures and improvements (collectively, "**Improvements**") now situated on the Land including, but not limited to, fixtures and equipment, elevators, heating, air conditioning, plumbing, mechanical, electrical, drainage, security, life safety and fire alarm systems, and their component parts;

C. Personal Property. All of Seller's interest in fixtures, furnishings, equipment, appliances, machinery, tools and other personal property of every kind and character (collectively, "**Personal Property**") owned by Seller, not including personal property that is leased or licensed specifically to Seller, and currently attached to, located on or used in connection with the ownership, management, maintenance and operation of the Improvements and the Land; and

D. Intangible Property. Any and all right, title and interest of Seller in all (i) development rights and entitlements and other intangible property owned by Seller (including without limitation, any environmental or other indemnities); (ii) guaranties and warranties issued to Seller and with respect to the

Improvements or the Personal Property; and (iii) any reports, studies, surveys and other comparable analysis, depictions or examinations of the Land or the Improvements, or pertaining to the Land, the Improvements or the Personal Property or use thereof and which in anyway relates to the ownership, management or operation of the Property (collectively, "**Intangible Property**"). Seller agrees to assign to Buyer any and all Intangible Property at the Closing (defined herein).

E. Contracts. Those certain operating contracts, service contracts, management agreements and other comparable agreements described on Exhibit "B" attached hereto (collectively, "**Contracts**") will not survive Closing. Seller agrees to communicate and coordinate with Buyer and vendors to establish new contracts with any vendor described on Exhibit "B"; provided, however, that regarding those certain contracts and/or agreements described on Exhibit "B" which shall not survive closing, Seller shall be responsible for all liabilities, obligations, actions, suits, proceedings or claims, and all costs and expenses arising from those certain contracts and/or agreements described on Exhibit "B" which arise up and until closing.

F. Leases.

(1) All of Seller's right, title and interest in and to those certain tenant and land leases as described on Exhibit "C" attached hereto, and any other new or amended tenant or land leases entered into after the date hereof and before the Closing pursuant to the terms of this Agreement (collectively, "**Leases**"); Buyer and Seller shall execute an Assignment and Assumption of Leases in the form set forth in Exhibit "K" attached hereto.

(2) Seller, as landlord, and Raytheon Company, a Delaware corporation ("**Raytheon**"), as tenant, entered into that certain Lease dated July 27, 1998, as amended ("**Raytheon Lease**"), with respect to certain space consisting of 447,449 rentable square feet, a portion of which is located in that certain building commonly known as Building 100 ("**Building 100 Premises**"). As additional consideration under this Agreement, Buyer agrees to pay Seller \$750,000 ("**Raytheon Lease Payment**") on the first day of each successive renewal term of the Raytheon Lease, which renewal terms, if exercised by Raytheon (and provided that Raytheon is not then in default of any material monetary obligation under the Raytheon Lease), shall be on terms that are substantially the same as the terms of the Raytheon Lease and which are each anticipated to commence on December 1, 2018, December 1, 2023, and December 1, 2028; provided, however, (i) as of the date on which Raytheon no longer leases the Building 100 Premises, or substantially similar space within Building 100, or (ii) in the event that Buyer, as landlord, and Raytheon are unable to agree upon lease terms for the then applicable renewal term that are substantially similar to the terms of the Raytheon Lease, Buyer shall no longer have any obligation to pay to Seller any further Raytheon Lease Payments.

2. Purchase Price.

The purchase price for the Property shall be \$10,100,000.00 ("**Purchase Price**").

3. Payment of Purchase Price.

The Purchase Price shall be paid to Seller by Buyer as follows:

A. Escrow. Within three (3) days following the date on which this Agreement is fully executed by Buyer and Seller ("**Effective Date**"), an escrow ("**Escrow**") will be opened by Buyer at First American Title Insurance Company, 777 S. Figueroa Street, Suite 400, Los Angeles, California 90017 ("**Title Company**"), Attn: Phyllis Chambers, Escrow Officer, Telephone: (213) 271-1720, Email: pchambers@firstam.com ("**Escrow Agent**") by delivery by Buyer to Escrow Agent of a copy of this

Agreement executed by Seller and Buyer. If Escrow Agent requires any supplemental or additional instructions, then Seller and Buyer shall promptly provide the same consistent with the provisions of this Agreement.

B. Deposit. Upon opening the Escrow, Buyer shall deposit with the Escrow Agent the sum of \$100,000.00 (“**Deposit**”). The Deposit shall be placed in an interest-bearing account, and all interest accrued thereon shall become part of the Deposit and shall be payable to the party entitled to receive the Deposit. On the Closing Date, the Deposit shall be applied against the Purchase Price. In the event Buyer terminates this Agreement before the expiration of the Review Period pursuant to Paragraph 5.B, the Deposit shall be returned to Buyer.

C. Balance of Purchase Price. Buyer shall pay the balance of the Purchase Price, plus or minus Buyer’s share of closing costs, prorations and other charges or amounts payable pursuant to this Agreement, to Seller in immediately available funds through the Escrow at the Closing Date.

4. Title.

A. Title Policy. Seller shall convey good and clear record and marketable title to the Property to Buyer by Warranty Deed, in the form set forth in Exhibit “L” attached hereto, subject only to the following exceptions to title (“**Permitted Exceptions**”):

- (1) A lien to secure payment of real estate taxes and assessments not yet due and payable; and
- (2) Such other exceptions to title as may be approved by Buyer pursuant to the provisions of Paragraph 4.B.

Any mortgage or other monetary liens on the Property (“**Monetary Liens**”) shall be discharged and paid by Seller at Closing. On the Closing Date (as defined in Paragraph 8), the Title Company shall issue to Buyer its ALTA extended coverage owner’s policy of title insurance (“**Owner’s Policy**”) in the face amount of the Purchase Price, showing title to the Property vested of record in Buyer, subject only to the Permitted Exceptions.

B. Survey and Title Documents. Promptly after the Effective Date, Seller shall deliver to Buyer a copy of the most recent survey covering the Land and all improvements on the Land. Buyer shall obtain a new or updated ALTA survey covering the Land and all improvements on the Land, at Seller’s sole cost, and otherwise in form sufficient to permit deletion of the survey exception from the Owner’s Policy (“**Survey**”); provided, however, that Buyer shall obtain three (3) proposals for the estimated cost of the Survey and Buyer agrees to select the least expensive of the three (3) survey proposals. In the event of a successful Closing of the sale hereunder, Seller shall credit to Buyer at Closing for the cost of the Survey; provided, however, if this Agreement is terminated for any reason, Seller agrees to reimburse Buyer, within ten (10) business days after the date of such termination, for the cost of the Survey and Buyer agrees to provide a copy of that Survey to Seller. Seller shall also order and promptly deliver to Buyer a preliminary title report or title commitment for the issuance of the Owner’s Policy (“**Title Report**”) together with legible copies of all title exception documents shown thereon (“**Title Documents**”). Buyer’s approval of exceptions to title and the Survey shall be a condition precedent to Buyer’s obligation to purchase the Property. Within fourteen (14) days after Buyer’s receipt of the Survey, Title Report and Title Documents, and within five (5) days after any updates or supplements thereto, Buyer shall furnish to Seller a written list of any objections to matters shown on the Title Report or the Survey, stating the items to which Buyer objects and the reasons therefor (“**Disapproval Notice**”).

Seller shall then have fourteen (14) days after the date of such Disapproval Notice to make such arrangements or take such steps to satisfy Buyer's objection(s) ("**Title Cure Period**"). If (i) Seller is unable to remove or correct such objection(s) within the Title Cure Period and (ii) Buyer does not waive, in writing, its disapproval, then this Agreement shall terminate, the Deposit shall be returned to Buyer, and the parties shall have no further obligations to each other except for such provisions that specifically survive the termination of this Agreement. If Buyer fails to timely give the Disapproval Notice as set forth herein, the condition in this Paragraph 4.B shall be deemed satisfied, and Buyer shall be deemed to have accepted all matters contained in the Title Report and the Survey.

5. Inspection.

A. Property Information. Within ten (10) days following the Effective Date, Seller shall deliver to Buyer the items listed on Exhibit "D" attached hereto which Seller has in its possession or under its control (collectively, "**Property Information**"). Notwithstanding the foregoing, Buyer and Seller agree that Seller shall make the information listed in items (1), (2) and (14) on Exhibit "D" available for download by Buyer. If Seller is unable to locate, deliver or make available any of the Property Information, Seller shall deliver written notice to Buyer stating specifically which items are not being delivered.

B. Review Period. During the period commencing on the day following the Effective Date and expiring ninety (90) days thereafter ("**Review Period**"), Buyer shall have the opportunity to review the Property Information and perform such investigations, inquiries, and feasibility studies, as it deems appropriate to decide whether the Property is acceptable to Buyer. All costs and expenses in connection with any such study or investigation shall be borne solely by Buyer. Buyer's obligation to purchase the Property as herein provided shall be subject to Buyer's approval of the Property in its sole discretion. Seller shall provide access to the Property to Buyer and Buyer's agents and consultants during normal business hours for the purpose of conducting any such investigations, inquiries or feasibility studies. Buyer shall indemnify and hold Seller harmless from and against all liability, claims, demands, damages or costs, including reasonable attorneys' fees, arising from or connected with Buyer's inspection of the Property. If before the end of the Review Period Buyer sends written notice to Seller that the Property is acceptable to Buyer ("**Acceptance Notice**"), Buyer shall be obligated to close the transaction as provided herein. If Buyer fails to send an Acceptance Notice to Seller before the end of the Review Period, Buyer shall be deemed to have decided that the Property is not acceptable to Buyer, the obligation of Seller to sell and Buyer to buy the Property shall automatically terminate and the Deposit shall be returned to Buyer without further action by the parties.

C. Lease Issues. With respect to the Leases, the parties acknowledge that the pattern of practice between Seller and one or more of the tenants under the Leases may not conform exactly as set forth in the applicable Lease(s). Accordingly, Seller agrees to cooperate with Buyer during the Review Period to clarify and document if necessary, any such inconsistencies.

6. Conditions Precedent to Buyer's Obligation.

The obligation of Buyer to buy the Property shall be subject to full satisfaction of the following conditions precedent:

A. Buyer's approval of the conditions of title in accordance with Paragraph 4.

B. The Title Company's irrevocable commitment to issue the Owner's Policy in the form provided in Paragraph 4.A.

C. Buyer's approval of the Property within the Review Period in accordance with Paragraph 5.

D. No material adverse change in the Property before the Closing Date.

E. The truth and accuracy of each representation and warranty of Seller contained herein as if made on and as of the Closing Date.

F. Delivery to Buyer within ten (10) days after the expiration of the Review Period of a signed and completed estoppel certificate and subordination, non-disturbance and attornment agreement executed by each tenant of the Property, on such form acceptable to Buyer, completed by such tenant and certifying (i) that the lease is in full force and effect and has not been modified or amended except as set forth in the estoppel certificate, (ii) the amount of rent payable under the lease, (iii) the amount of the security deposit, if any, (iv) the lease termination date, (v) the date through which rent is paid, (vi) that no default on the part of Seller exists to the best knowledge of the tenant, and (vii) that the tenant claims no right of offset against Seller under the lease.

Buyer may waive any of the conditions precedent to Buyer's obligation to perform under this Agreement. If the conditions set forth in Paragraphs 6.A through 6.F are not satisfied or waived in writing by Buyer, then this Agreement shall terminate, the Deposit shall be returned to Buyer, and the parties shall have no further obligations to each other except for such provisions that specifically survive the termination of this Agreement.

7. Conditions Precedent to Seller's Obligation to Close.

The obligation of Seller to sell the Property shall be subject to timely satisfaction or waiver of the following conditions precedent:

A. Buyer's timely delivery to Escrow Agent of the Deposit, the balance of the Purchase Price and any other funds required of Buyer.

B. The truth and accuracy of each representation and warranty of Buyer contained herein as if made on and as of the Closing Date.

C. Buyer shall not then be in default of any covenant or agreement to be performed by Buyer under this Agreement.

D. Buyer shall assume all existing leases on the Property.

Seller may waive any of the conditions precedent to Seller's obligation to perform under this Agreement. If the conditions set forth in Paragraph 7.A through Paragraph 7.C are not satisfied or waived by Seller, then this Agreement shall terminate, the Deposit shall be paid to Seller, and the parties shall have no further obligations to each other except for such provisions that specifically survive the termination of this Agreement.

8. Closing.

The sale and purchase of the Property provided herein shall be consummated at a closing ("**Closing**"), which shall be held on the Closing Date at the offices of Title Company, or at such other time and place as Seller and Buyer may agree upon. As used herein, "**Closing Date**" means forty-five

(45) days after the expiration of the Review Period, or such earlier date as Seller and Buyer may agree upon. At the Closing, Seller and Buyer shall deliver to the other party such documents as are typical and customary for transactions involving properties of similar size, type and location as the Property, and as may be necessary or appropriate to consummate the transactions contemplated in this Agreement.

9. Closing Costs and Prorations.

Seller shall pay the cost of the Survey, realty transfer taxes, one-half (1/2) of the escrow fees, and any other costs of Seller hereunder. Buyer shall pay the premium for Owner's Policy (including any special title endorsements requested by Buyer), one-half (1/2) of the escrow fees, the recording fees, and any other costs of Buyer hereunder. Seller and Buyer shall each pay their own attorneys' fees. Security deposits held by Seller as of the Contract Date shall be given to Buyer by a credit at the Closing. Rent and other items paid by tenants shall be prorated as of the Closing Date. Operating expenses and utility charges shall be prorated as of the Closing Date. Real property taxes shall be prorated as of the Closing Date based upon the latest tax bill available. Buyer and Seller agree to prorate as of the Closing Date any taxes assessed against the Property by a supplemental bill levied by reason of an event occurring prior to the Closing. It is the intent of the parties that all property taxes attributable to the period prior to Closing be the responsibility of Seller and all property taxes attributable to the period after Closing be the responsibility of Buyer. All prorations as of the Closing Date shall be made as of 12:01 a.m. on the Closing Date.

10. Representations and Warranties by Seller.

Effective as of the date of this Agreement and as of the Closing Date, Seller hereby represents and warrants to Buyer, which representations and warranties shall be accurate and true in all material respects on the Closing Date as if made on the Closing Date, and acknowledges that Buyer is relying upon such representations and warranties in purchasing the Property, as follows:

A. Seller is a public body corporate and politic duly organized, validly existing, and in good standing under the laws of the State of Florida. Seller has full power and authority to execute and deliver this Agreement and all of Seller's closing documents, to engage in the transactions contemplated by this Agreement, and to perform and observe all of Seller's obligations under this Agreement.

B. Seller and the persons signing this Agreement for Seller have the authority and power to sign this Agreement, to perform all of Seller's obligations under this Agreement and to sign and deliver all of the documents required to be signed and delivered by Seller without the consent or approval of any other person.

C. This Agreement has been duly executed and delivered by Seller and is a legal, valid and binding instrument, enforceable against Seller in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally, and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

D. Seller has and on the Closing Date will have good and marketable fee simple title to the Property; Seller shall not do, commit, allow to be done or fail to do anything that would have a material adverse effect on Seller's title to or condition of the Property.

E. Seller has not received written notice that the Property is in violation of any applicable federal, state, county or municipal land use, zoning, Environmental Law or other law, statute, ordinance, rule, regulation, administrative or judicial order.

F. Seller has not received any written notice of any proceedings in condemnation, nor any written offer to purchase all or any part of the Property in lieu of condemnation, nor of any contemplated zoning change or other action by any governmental body, authority or agency that will in any way materially affect the Property including, but not limited to, the size of, use of, construction on or access to the Property.

G. Seller shall maintain and operate the Property from the date hereof until the Closing in its present condition, ordinary wear and tear excepted, which shall include maintaining existing policies of fire and casualty insurance on the Property, and Seller shall not amend, terminate or enter into any lease, rental agreement or contract without Buyer's consent, which consent shall not be unreasonably withheld.

H. Seller has received no written notice of any litigation, dispute, action or claim against any person, whether pending or threatened, which may have a material adverse effect on the Property.

I. There is no default under any agreement, contract, lease or other commitment, or any claim, demand, litigation, proceedings or governmental investigation pending or threatened against Seller, the Property, or related to the business or assets of Seller or the Property, which would materially and adversely affect Seller or the Property.

J. All Contracts and Leases delivered to Buyer in accordance with this Agreement are, as of the date of delivery, in full force and effect, set forth all the rights and obligations of the parties thereto, and are not subject to right of offset and there are no Leases (other than those set forth on **Exhibit "C"**) or Contracts that will survive the Closing; on the Closing Date there will be no parties with any rights of possession to the Property other than Seller and tenants under the Leases; no rent has been prepaid under the Leases except as set forth in the lease schedule (rent roll) delivered to Buyer; no rent concessions or free rent periods have been granted to any tenant except as set forth in such lease schedule; no party described in any of the Contracts or Leases is in breach, default or violation of any such document except as disclosed to Buyer in writing during the Review Period (defined in Paragraph 5.B).

K. Seller is not a "foreign person" and is not subject to withholding within the meaning of Section 1445 of the Code. Seller shall execute and deliver to Buyer through and at the Close of Escrow a non-foreign affidavit in form acceptable to Buyer.

L. Pursuant to Section 120(h) of the Comprehensive Environmental, Response, Compensation and Liability Act of 1980, Public Law 96-510, 42 USC §9620(h), Buyer is hereby provided notice that on the Property being transferred, there have been hazardous substances stored, released, and disposed. Prior to Seller's ownership, the Department of Energy (DOE) reported discharging chlorinated solvents at the Property to the United States Environmental Protection Agency (US EPA). DOE is performing property-wide corrective action pursuant to Florida Department of Environmental Protection (FDEP) Corrective Action Permit No. 0034170/HH/004, issued January 9, 2012. Item 14 in **Exhibit "D"** shall constitute full notice to Buyer of the type and quantity of such hazardous substances and of such time at which said activities took place, to the extent the information was available in the files of the DOE at the time DOE transferred the Property to the Seller, in that certain purchase and sale agreement dated March 8, 1995, attached hereto as **Exhibit "E"**.

M. Except as disclosed to Buyer in Paragraph 10.L above, Seller represents and warrants to the best of its knowledge and belief that the Property is not in violation of any Federal law, rule, or regulation relating to the hazardous substances or hazardous wastes, or to environmental conditions on,

under or about the property, including but not limited to, soil and groundwater conditions, other than as disclosed herein.

N. As set out in 42 U.S.C. 9620(h) and the sale and purchase agreement between DOE and Seller, attached hereto and incorporated herein as **Exhibit "E"**, Buyer acknowledges that DOE remains solely responsible for any ongoing additional remedial or corrective actions and will look to DOE directly for such actions and costs. This sale is encumbered by a perpetual ingress and egress easement referenced in the quit claim deed, attached hereto and incorporated herein as **Exhibit "F"**, on behalf of DOE in order for DOE to conduct such remedial or corrective actions.

O. Buyer is hereby provided express notice of the following Declaration of Restrictive Covenants, dated September 16, 2015, by and between Seller and FDEP that exist on the Property:

i. That certain restrictive covenant, relating to certain restrictions for Building 100, attached hereto and incorporated herein as **Exhibit "G"**.

ii. That certain restrictive covenant, relating to certain restrictions for "**Northeast Property**", attached hereto and incorporated herein as **Exhibit "H"**.

iii. That certain restrictive covenant relating to certain restrictions for "**WWNA Property**", attached hereto and incorporated herein as **Exhibit "I"**.

P. That certain Memorandum of Agreement to Conduct Continuing Obligations (Agreement) between Seller and FDEP, dated September 10, 2015, attached hereto as **Exhibit "J"**, is hereby adopted and incorporated herein, and made binding upon the Buyer. Pursuant to the Agreement, FDEP shall continue to manage the implementation of the associated Declarations of Restrictive Covenants on the property, as referenced above, to restrict the use of the surficial aquifer, to control the modification of existing stormwater management facilities, and to govern excavation and construction in restricted areas.

11. Representations and Warranties by Buyer.

Effective as of the Effective Date and as of the Closing Date, Buyer hereby represents and warrants to Seller, which representations and warranties shall be accurate and true in all material respects on the Closing Date as if made on the Closing Date, and acknowledges that Seller is relying upon such representations and warranties in purchasing the Property, as follows:

A. Buyer is a limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Nevada. Buyer has full power and authority to execute and deliver this Agreement and all of Buyer's closing documents, to engage in the transactions contemplated by this Agreement, and to perform and observe all of Buyer's obligations under this Agreement.

B. Buyer and the persons signing this Agreement for Buyer have the authority and power to sign this Agreement, to perform all of Buyer's obligations under this Agreement and to sign and deliver all of the documents required to be signed and delivered by Buyer without the consent or approval of any other person.

C. This Agreement has been duly executed and delivered by Buyer and is a legal, valid and binding instrument, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting

the enforcement of creditors' rights generally, and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

12. Destruction of Property.

If the Property is materially damaged or destroyed between the date of this Agreement and the Closing Date, Buyer shall have the right, exercisable in Buyer's sole discretion, to:

A. Terminate this Agreement, in which event the Deposit shall be returned to Buyer and neither party shall have any further obligation or liability to the other;

B. Accept the Property in its then condition, in which event there shall be credited against the Purchase Price any deductible which is payable under all applicable insurance policies which provide insurance coverage for the Property or Improvements and all proceeds of insurance payable to Seller by reason of such damage shall be assigned and paid by Seller to Buyer; or

13. Condemnation.

If, prior to the Closing Date, all or a material portion of the Property or the means of ingress or egress thereon is taken by eminent domain (or is the subject of a pending or contemplated taking which has not been consummated), including, but not limited to, any land donation or public space requirements or encumbrances on the Property requiring contributions by Seller, Seller shall promptly notify Buyer of such fact. Buyer shall then have the option to terminate this Agreement upon notice to Seller given not later than twenty (20) days after receipt of Seller's notice. If Buyer elects to terminate this Agreement, the Deposit shall be returned to Buyer, and the parties shall have no further obligations to each other except for such provisions that specifically survive the termination of this Agreement. If Buyer does not elect to terminate this Agreement, Seller shall assign and turn over to Buyer, and Buyer shall be entitled to receive and keep, all awards for the taking by eminent domain and shall be obligated to proceed to Closing with no reduction in the Purchase Price.

14. Intentionally Deleted.

15. Liquidated Damages/Specific Performance.

A. Seller and Buyer acknowledge that it would be extremely impractical and difficult to ascertain actual damages that would be suffered by Seller if Buyer fails to consummate the purchase of the Property as and when contemplated by this Agreement. Accordingly, if Buyer fails to close the transaction for purchase of the Property when required by this Agreement, the Deposit and any interest accrued thereon shall be delivered by Title Company to Seller as liquidated damages as Seller's sole and exclusive remedy for Buyer's breach or default, whereupon this Agreement shall terminate and Buyer and Seller shall be relieved of further liability hereunder, at law or in equity.

B. If Seller shall be in material breach of any obligation of Seller under this Agreement and shall not have cured such breach on or prior to the Closing Date, (i) Buyer may terminate this Agreement, (ii) the Deposit shall be immediately returned to Buyer, (iii) Seller shall promptly reimburse Buyer for all reasonably documented costs of its inspection, investigations and other due diligence review pursuant to this Agreement, but in no event more than one hundred thousand dollars (\$100,000.00), which amount shall not include Seller's reimbursement to Buyer for the cost of the Survey, as set forth in Paragraph 4.B, (iv) Buyer shall deliver copies of any non-confidential written or electronic documents or reports covered

by such reimbursement to Seller, and (v) Buyer and Seller shall be relieved from further obligation or liability under this agreement.

16. Possession.

Possession of the Property, subject to the rights of tenants under existing leases, and all keys to the Property (properly tagged) shall be delivered to Buyer at the Closing.

17. Miscellaneous.

A. Final and Entire Agreement; Integration. This Agreement is the final, entire and exclusive agreement between the parties and supersedes any and all prior agreements, negotiations and communications, oral or written. No representation, promise, inducement or statement of intention has been made by any of the parties not embodied in this Agreement or in the documents referred to herein, and no party shall be bound by or liable for any alleged representation, promise, inducement or statements of intention not set forth or referred to in this Agreement. No supplement, modification, or amendment to this Agreement shall be binding or effective unless executed in writing by the parties and by no other means.

B. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective shareholders, partners, directors, officers, heirs, beneficiaries, successors, representatives and assigns.

C. Assignment. No party to this Agreement may assign its rights or delegate its duties hereunder without the prior written consent of all parties to this Agreement; provided, however, that either Buyer or Seller may assign its rights or delegate its duties hereunder to an affiliated entity, but any such assignment shall not relieve the party assigning its rights of its obligations hereunder.

D. Notices. Any notice, demand, consent, approval or documents which any party is required or may desire to give or deliver to the other shall be given in writing by (i) personal delivery; (ii) certified mail, return receipt requested, postage prepaid; (iii) a national overnight courier service that provides written evidence of delivery; or (iv) facsimile or email transmission and addressed as follows:

To Buyer: Industrial Realty Group, LLC
11100 Santa Monica Boulevard, Suite 850
Los Angeles, California 90025
Attention: Stuart Lichter
Email: slichter@irg.cc
Phone: (310) 806-4434
Fax: (310) 473-8702

With a copy to: Fainsbert Mase Brown & Sussman, LLP
11100 Santa Monica Boulevard, Suite 870
Los Angeles, California 90025
Attention: Jerry A. Brown, Esq.
Email: jbrown@fms-law.com
Phone: (310) 473-6400
Fax: (310) 473-8702

To Seller: Pinellas County Industrial Development Authority
d/b/a Pinellas County Economic Development Authority
c/o Real Estate Management Department
509 S. East Avenue
Clearwater, FL 33756
Attention: Director, Real Estate Management
Phone: (727) 464-3496
Fax: (727) 464-3374

Any party may change its notice or email address, and/or facsimile number by giving written notice thereof in accordance with this Paragraph. All notices hereunder shall be deemed given: (a) if delivered personally, when delivered; (b) if sent by certified mail, return receipt requested, postage prepaid, on the third day after deposit in the U.S. mail; (c) if sent by overnight courier, on the first business day after delivery to the courier; and (d) if sent by facsimile or email, on the date of transmission if sent on a business day before 5:00 p.m. Pacific time, or on the next business day; if sent on a day other than a business day or if sent after 5:00 p.m. Pacific time, provided that a hard copy of such notice is also sent by either a nationally recognized overnight courier or by U.S. mail, first class, postage prepaid.

E. Attorneys' Fees. In the event any suit, action or proceeding is instituted by any party in connection with the breach, enforcement or interpretation of this Agreement, the prevailing party therein shall be entitled to the award of reasonable attorneys' fees and related costs in addition to whatever relief the prevailing party may be awarded.

F. Real Estate Commission. Buyer represents and warrants to Seller and Seller represents and warrants to Buyer that no broker has been engaged by it in connection with the transaction contemplated by this Agreement ("**Broker**"). Seller covenants and agrees to pay any and all commissions due to Broker in connection with this Agreement pursuant to a separate written commission agreement and any other broker or finder claiming a commission or fee through the Seller. Buyer covenants and agrees to pay any and all commissions due to any broker or finder claiming a commission or fee through the Buyer other than Broker. Each party shall indemnify, protect, defend and hold harmless the other party, including reasonable attorneys' fees, in respect of any breach of such representation and warranty, which indemnity shall survive the Closing or earlier termination of this Agreement.

G. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement shall in no way affect the validity of any other provision of this Agreement. In the event that any provision of this Agreement is contrary to any present or future statute, law, ordinance, or regulation, the latter shall prevail, but in any such event the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

H. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of any legal action arising from this Agreement, the parties agree that venue shall be proper in any state or federal court located in Pinellas County, Florida, or the nearest location having jurisdiction.

I. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of such provision or any other provision hereof. No waiver shall be binding unless executed in writing by the party making the waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition.

J. Counterparts and Electronic Signatures. This Agreement may be executed in any number

of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be considered an original and shall be binding on the party whose name is contained therein.

K. Review; Interpretation. Each party to this Agreement has carefully reviewed this Agreement, is familiar with the terms and conditions herein, and was advised by legal counsel of his or its own choice with respect thereto. This Agreement is the product of negotiation among the parties hereto and is not to be interpreted or construed against any party hereto.

L. Headings; Constructions. The headings which have been used throughout this Agreement have been inserted for convenience of reference only and do not constitute matter to be construed in interpreting this Agreement. The words "herein", "hereof", "hereunder" and other similar compounds of the word "here" when used in this Agreement shall refer to the entire Agreement and not to any particular provision or section. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

M. Survival. All of the representations, warranties, covenants, indemnities and agreements set forth herein shall survive the closing of the transaction and the delivery of the deed.

N. Number, Gender and Tense. All words used in this Agreement shall be construed to include the plural as well as the singular number unless the context requires otherwise, the present tense shall include the past and future tense, and words of any gender used in this Agreement shall be held and construed to include any other gender.

O. Independent Counsel. Each party to this Agreement represents and warrants that he has carefully reviewed and understands this Agreement, acknowledges that he has been advised to seek his own independent legal counsel with respect to this Agreement and the transactions contemplated hereby, has sought the advice of independent counsel of his own choosing or has knowingly and voluntarily declined the opportunity to obtain such counsel and signs this Agreement freely, knowingly and voluntarily. Buyer hereby represents and warrants to Seller that: (i) Buyer is not in a significantly disparate bargaining position in relation to Seller, and (ii) Buyer is purchasing the Property for business, commercial, investment or other similar purpose.

P. Time of Essence. Time is of the essence with respect to all matters contained in this Agreement.

Q. Exchange Cooperation. Buyer and Seller agree to cooperate with each other in accomplishing a tax-deferred exchange for either party under Section 1031 of the Internal Revenue Code, which shall include the signing of reasonably necessary exchange documents; provided, however, that (i) neither party shall incur any additional liability or financial obligations as a consequence of such exchange, (ii) such exchange shall not delay the Closing Date, and (iii) neither party shall be required to take title to any property as part of an exchange other than Buyer receiving title to the subject property herein. This Agreement is not subject to or contingent upon either party's ability to effectuate a deferred exchange. In the event any exchange contemplated by either party should fail to occur, for whatever reason, the sale of the subject property shall nonetheless be consummated as provided herein.

R. Cooperation. The parties agree to cooperate with each other to effectuate this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BUYER:

INDUSTRIAL REALTY GROUP, LLC,
a Nevada limited liability company

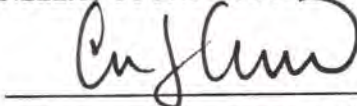
By: 

Name: STUART LICHTER

Title: PRESIDENT

SELLER:

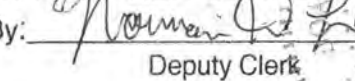
PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
d/b/a PINELLAS COUNTY ECONOMIC DEVELOPMENT AUTHORITY,

By: 

Name: CHARLIE JUSTICE

Title: CHAIRMAN

ATTEST: KEN BURKE, CLERK

By: 
Deputy Clerk



APPROVED AS TO FORM

By: 

Office of the County Attorney

EXHIBIT "A"

PROPERTY

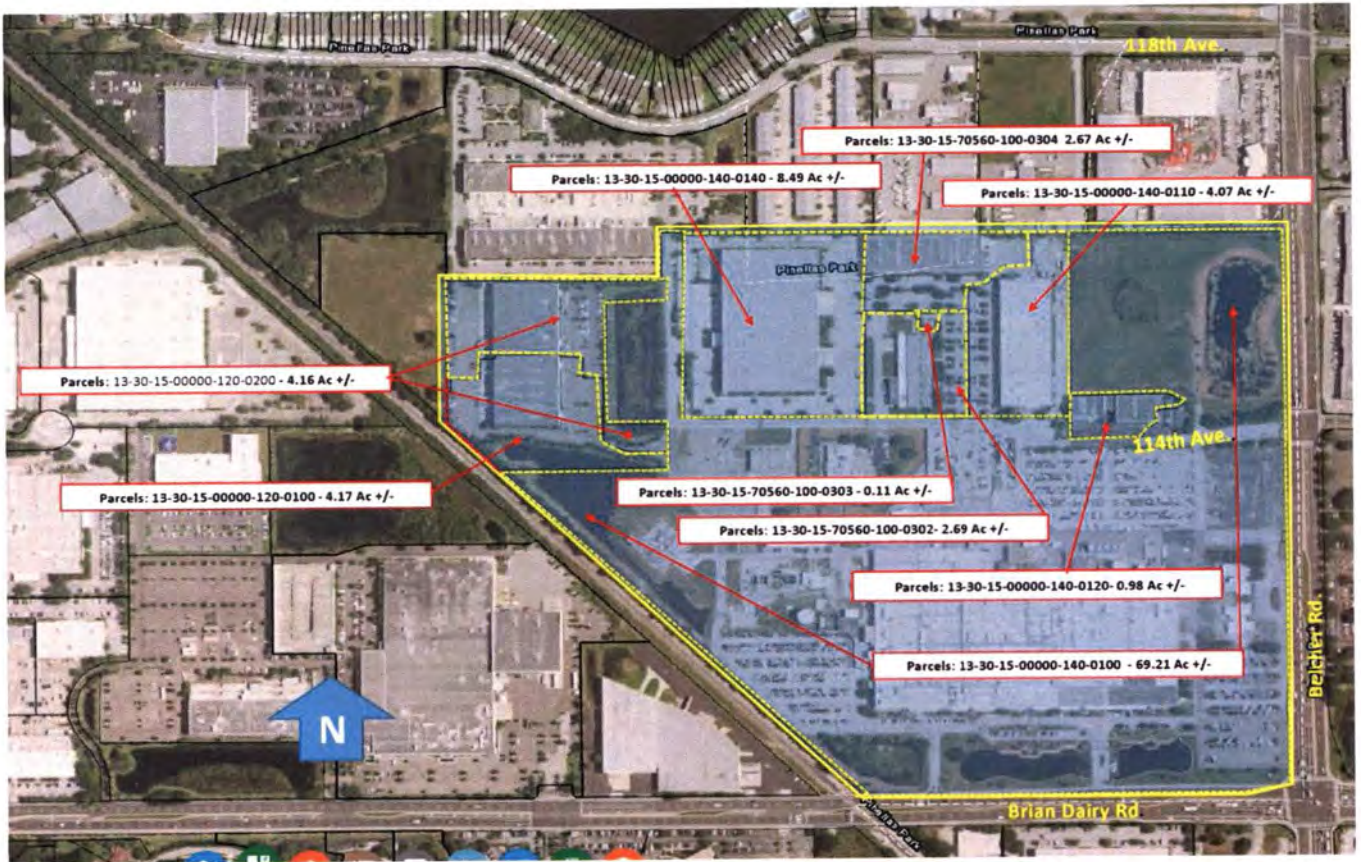


Exhibit "A"

EXHIBIT "B"

CONTRACTS

STAR Center Vendors	Yearly Charges	Contract (See Below)	Description
CodeRED (COUNTY CONTRACT) Monthly	\$5,000.00	YES	Contract Services – Emergency Notification
Alexxon (Rat Control)	\$6,000.00	YES	Contract Services
Aquasure (Tower Maintenance)	\$23,000.00	YES	Contract Services
Cortez (Chiller #6)	\$3,000.00	YES	Contract Services
Dade Paper (Paper Towel)	\$4,000.00		Operating Supplies
Dade Paper (Toilet Tissue)	\$4,000.00		Operating Supplies
Elevator Contract (Service Inspections)	\$13,000.00	YES	Contract Services
Jantech (UPS Service) monthly	\$3,500.00	YES	Contract Services
Varsity (Cleaning Contract) monthly	\$76,000.00	YES	Contract Services
Piper Fire Inspection (quarterly)	\$17,500.00	YES	Contract Services
Service Tech (Annual Inspection) Hoods/Grease	\$680.00	YES	Contract Services
Siemens (Fire Alarm) monthly	\$45,000.00	YES	Contract Services
Trane (Chillers #2/ #4) quarterly	\$16,000.00	YES	Contract Services
Trane (Tracer) quarterly	\$24,000.00	YES	Contract Services
Matheson (Rental Tanks) oxygen/argon	\$1,200.00		Rentals/Leases
Waste Services (Trash Collection)	\$13,000.00		Utilities
Zep (Air Freshers)	\$2,500.00		Operating Supplies

Exhibit "B"

Andrews (Filters, Algae Tabs for AHU's)	\$22,000.00		Operating Supplies
Belts (Maintenance on AHU)	\$4,444.00		Operating Supplies
Florida Greenscapes (Roads and Grounds)	\$85,000.00	YES	Contract Services
Commercial Appliance (café repair)	\$12,000.00		Repair & Maintenance
Test America (Waste Water Testing)	\$3,000.00		
Quincy Compressors	\$15,000.00		Fleet
Fuel Charges Generator	\$10,000.00		Fleet
Fleet Charges On Generators			Fleet
Golf Cart Maintenance	\$8,500.00		Repair & Maintenance
Boiler Maintenance	\$2,500.00		Repair & Maintenance
TODD LADIN	\$600.00	YES	Contract Services
COPIERS - PAGE COUNT/CONTRACT	\$1,600.00	YES	Contract Services
SUBURBAN ELEVATOR/INSPECTIONS	\$16,000.00	YES	Contract Services
Elevator State of Florida license	\$600.00		
SAGE INSPECITIONS/TRANE (EVERY 3 YEARS)	\$3,600.00	YES	Contract Services
Cathodic Inspection	\$1,300.00	YES	Contract Services
Seminole Septic (Grease Traps)	\$1,600.00		
Total	\$445,124.00		

Exhibit "B"

<p>Other Contractual Services – For FY14, planned expenditures for contractual services such as janitorial, security, carpet cleaning, window cleaning, elevator inspection, UPS maintenance, pest control, fire monitoring, moving services, copier maintenance, Sheriff’s Office services and temporary labor will have to be specifically listed in the budget instead of budgeting a lump sum number. For Facility Operations, the MAXIMO annual purchase orders should prove helpful. Be sure to include the services required to operate and maintain new interior workspace, facilities and leaseholds coming online in FY14.</p>			
--	--	--	--

Exhibit “B”

EXHIBIT "C"

LEASES

Tenants	Locations
Altorr Freedom Technologies	8076 114th Ave N. Ste. 400 Largo, FL 33773
Bright House Networks, LLC Tower	700 Carillon Parkway, STE. 5 St. Petersburg, FL 33716
Constellation Technology Corp.	7887 Bryan Dairy Road, Ste. 100 Largo, FL 33777
Cousin Corporation (EJB STAR IV)	8031 114th Avenue N. Largo, FL 33773
DCMA	7887 Bryan Dairy Road, Ste 110 Largo, FL 33777
Eurest / Compass Café Contractor	7887 Bryan Dairy Road, Ste. 310 Largo, FL 33777
Forensic Technology, Inc. HP STAR II	7975 114th Avenue Largo, FL 33773
GE Energy - HP STAR I	7935 114th Avenue Largo, FL 33773
Haas TCM	Bldg. 600
Harrod Properties - HP STAR III VACATED	7881 114th Avenue N., Ste 1100 Largo, Fl 33773
Harrod Properties - HP STAR III VACATED	7881 114th Avenue N., Ste 1100 Largo, Fl 33773
Harrod Properties - EJB STAR IV VACATED	8031 114th Avenue N. Largo, FL 33773
HIT PROMO Products - HP STAR V	mailing address: 7150 Bryan Dairy Rd Largo, FL 33777 (in 8235 Building)
Homeland Intelligence Technologies, Inc. (HIT) (In'l)	7887 Bryan Dairy Road, Ste. 300 Largo, FL 33777 (in 8235 Building)
Janus Research	7887 Bryan Road, Ste. 700 Largo, FL 33777 Bldg. 700
Lincare Inc - HP STAR I -	7995 114th Avenue Largo, FL 33773
Mikros Systems Corporation	8076 114th Avenue No. Ste. 500 Largo, FL 33773
Monin, Inc (HP STAR V)	8235 114th Avenue No., Ste. 5000, Largo, FL 33773
Pinellas County Tax Collector	7887 Bryan Dairy Road, Ste. 350 Largo, FL 33777
Precision Circuit Solutions, LLC	8094 114th Avenue No. Largo, FL 33773
Raytheon Company	7887 Bryan Dairy Road, Ste. 110 Largo, FL 33777
RWR Consulting	7887 Bryan Dairy Road Largo, FL 33777

Exhibit "C"

Navarro Research	7887 Bryan Dairy Road, Ste. 260 Largo, FL 33777
Navarro Research (DOE)	7887 Bryan Dairy Road, Ste. 380 Largo, FL 33777
T-Mobile/Metro PCS FL, LLC License Tower	511 South US HWY 301 Tampa, FL 33619
UAW Local 298	7887 Bryan Dairy Rd., Ste 298 Largo, FL 33777
U.S. Army Training Facility	400 Bldg.
Verizon Wireless Tower	180 Washington Valley Road Bedminster, NJ 07921
Young - Rainey STAR Center	7887 Bryan Dairy Road, Ste 120 Largo, FL 33777

Additional Leases:

1. 13/30/15/00000/120/0100 – Monin Land Lease
2. 13/30/15/00000/120/0200 – HIT Land Lease
3. 13/30/15/00000/140/0100 – Main STAR Center Parcel
4. 13/30/15/00000/140/0110 – STAR I-A Land Lease
5. 13/30/15/00000/140/0130 – STAR III Land Lease
6. 13/30/15/00000/140/0140 – STAR IV Land Lease
7. 13/30/15/70560/100/0302 – STAR I-B Land Lease
8. 13/30/15/70560/100/0303 – Verizon & MetroPCS Cell Tower Lease
9. 13/30/15/70560/100/0304 – STAR II Land Lease

\\End

Exhibit "C"

EXHIBIT "D"

PROPERTY INFORMATION

(1) As-built plans and specifications for the Improvements, all surveys, plans and specifications, including: architectural plans, site plan, floor plans, elevations, grading/drainage plan, sewer plan, water plan, landscape/hardscape plans, irrigation plan, street improvements plan, utility plan and recorded parcel/tract map for the Property;

(2) Specification book listing the manufacturer's address, model number and warranty information for all appliances, plumbing and electrical fixtures, heating and air conditioning components and other such fixtures and equipment;

(3) Intentionally deleted;

(4) Copy of civil engineer's certification of grading and finish pad elevations or site topography surveys;

(5) Architect's certification that any Improvements on the Property have been built in substantial conformance with plans and specifications;

(6) Intentionally deleted;

(7) Copies of all certificates of occupancy for the Improvements on the Property;

(8) Evidence reasonably acceptable to Buyer that the Property complies with applicable land use, zoning, building, fire, health, safety, environmental, subdivision, water quality and sanitation controls and that adequate utility sources are available for the Property;

(9) Copies of all third party vendor contracts, including copies of all certificates of insurance and insurance policies in effect;

(10) Copies of all maintenance and service records and reports for the Property;

(11) Intentionally deleted;

(12) Copies of all bills for real and personal property taxes and assessments for the current and preceding three years;

(13) All tenant leases and a schedule of leases (rent roll) showing by space the tenant's name, date of lease, date of first occupancy, expiration of lease term, option to extend, current rent, scheduled rent increases, other charges, security deposit and free rent periods and other tenant concessions;

(14) All environmental reports with respect to the Property, including the Environmental Baseline Report; and

(15) All permits associated with the facility, including, without limitation: NPDES, FOG, POTW, and Tier II permits.

Exhibit "D"

EXHIBIT "E"

SALE AND PURCHASE CONTRACT

[Attached]

Exhibit "E"



Sale
&
Purchase Contract
for the
Pinellas Plant



1

2

3

CONTRACT FOR SALE AND PURCHASE

4

5

6

7

8

THIS AGREEMENT made and entered into this seventh day of March, 1995, between the PINELLAS COUNTY INDUSTRY COUNCIL, a special district in Pinellas County, Florida, created by Chapter 69-1490, Laws of Florida, hereinafter referred to as "Buyer," and UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF ENERGY, hereinafter referred to as "Seller."

9

WITNESSETH:

10

11

12

WHEREAS, Seller has owned and maintained a facility at Bryan Dairy and Belcher Roads in Pinellas County, Florida, for many years, currently operated by its Management and Operating Contractor; and

13

14

WHEREAS, it is no longer in the best interest of the United States of America for Seller to continue to own and maintain this facility; and

15

16

17

18

WHEREAS, Seller has determined that it is in the best interest of the United States of America to sell the real estate and the related personal property comprising the facility; and to provide such tangible personal property as is no longer needed by the Department of Energy as soon as possible; and

19

20

21

22

WHEREAS, Buyer is interested in minimizing the impact to the community of the loss of jobs caused by the closure of the Pinellas Plant. Buyer's mission is the creation of employment opportunities in the community. The acquisition of vacant land, in and of itself, would not achieve that purpose. The opportunity offered by

1 the acquisition of the Pinellas Plant is to maintain high technology jobs at the
2 facility; and

3 WHEREAS, pursuant to the Atomic Energy Act of 1954, Section 161 g (42
4 U.S.C. § 2201(g)), the Department of Energy has the independent authority to, "sell,
5 lease, grant, and dispose of such real and personal property as provided in this Act,"
6 and

7 WHEREAS, pursuant to the National Defense Authorization Act of 1993,
8 (Pub. L. 102-484, § 3161) and the National Defense Authorization Act of 1994 (Pub.
9 L. 103-160, § 3155), the Department of Energy has the authority to assist
10 communities affected by work force restructuring at Defense Nuclear Facilities; and

11 WHEREAS, Seller has determined that the sale of the facility to Buyer will
12 assist the community in adjusting to the changes resulting from the closure of the
13 facility; and

14 WHEREAS, the mission of the Pinellas County Industry Council, as set forth
15 in its enabling legislation, Chapter 69-1490, Laws of Florida, includes promoting
16 the economic development of Pinellas County, Florida, by acquiring lands,
17 properties and improvements for development, enlargement, expansion, retention,
18 rehabilitation, and promotion of industry, commerce, agriculture, recreation,
19 conservation, natural resources and vocational training and the construction of
20 certain facilities and infrastructure to promote such goals; and

21 WHEREAS, the following-described sale and lease back will help fulfill
22 Buyer's above-described mission.

1 NOW, THEREFORE, for the following-described consideration, the parties
2 hereto agree as follows:

3 1. DESCRIPTION OF PROPERTY:

4 In consideration of the payment hereinafter agreed to be paid by Buyer
5 to Seller, and in consideration of the covenants of the respective parties hereto, each
6 to the other to be performed by them at the time and in the manner hereinafter
7 provided, the parties do hereby agree to the following transaction:

8 A. The purchase of real estate and related personal property
9 located in Pinellas County, Florida, described as set forth herein: See Exhibit "A,"
10 attached hereto and made a part hereof (hereinafter referred to as the "Premises").

11 B. The Department of Energy also agrees to transfer personal
12 property under authorities available to it, consistent with Departmental policy as
13 that policy is outlined in the Personal Property Transfer Terms, attached hereto as
14 Exhibit "B" and made a part hereof.

15 2. PURCHASE PRICE AND OTHER CONSIDERATION:

16 A. Seller agrees to sell the Premises at the price of TWO MILLION SIX
17 HUNDRED THOUSAND DOLLARS (\$2,600,000) (hereinafter the "purchase
18 price"), subject to adjustments and prorations, payable in kind as follows. Seller
19 and Seller's agents, contractors, including its current Management and Operating
20 Contractor, and sub-contractors will continue to require the use of a portion of the
21 Premises, for the completion of ongoing projects, for the orderly closure of DOE's
22 operations in Pinellas County, and for the completion of its decommissioning

1 responsibilities on the Premises. The parties agree that the best way to accomplish
2 these goals is for Seller to lease back Building 100, supporting outbuildings and
3 capabilities, and the child development and partnership school buildings at the
4 respective fair market rental values. Therefore, the parties are simultaneously
5 entering into a Lease Agreement (the "Lease Agreement"), the terms of which are
6 incorporated herein by reference, commencing upon the date of Closing, and ending
7 September 30, 1997 (except as such dates may be altered or extended by other
8 terms of this Contract and that Lease Agreement). The Lease Agreement
9 specifically identifies the portions of the Site subject to lease back, and ascertains
10 the fair market rental to be ONE MILLION FOUR HUNDRED FORTY-THREE
11 THOUSAND NINE HUNDRED SEVENTY-TWO DOLLARS (\$1,443,972) per
12 annum. Buyer will pay the sum of TEN DOLLARS (\$10) at closing. Seller will
13 apply rent payments against the balance of the purchase price, with the present
14 worth of the rent payments discounted using the rates prescribed in OMB Circular
15 No. A-94. Once the purchase price is fully liquidated, Seller will make rent
16 payments as prescribed in the Lease Agreement.

17 B. The parties agree that as additional consideration for the
18 purchase, the use of the property by Buyer is limited to promoting Economic
19 Development in Pinellas County by promoting industry, commerce, and vocational
20 training, as directed by the Pinellas County Industry Council. Buyer agrees that
21 during the term of Seller's Lease, Buyer will make good faith effort to identify and
22 contract with one or more businesses to occupy Building 100 in "as is" condition at

1 no or little additional expense to Buyer, and which would fulfill the mutual mission
2 of promoting Economic Development in Pinellas County. This shall not be
3 interpreted in any way to restrict Buyer's authority to lease the property to Seller
4 for the purposes described in the Lease Agreement.

5 C. The parties acknowledge some buildings are most suitable for a
6 unique class of operations, and without substantial renovations, these buildings
7 may have little practical utility to users other than DOE. One of the alternatives
8 being considered by the Department of Energy is to support demolition of all or part
9 of the structures on site. The Department is currently considering this and other
10 options. If Buyer is unsuccessful in efforts to contract with other potential tenants,
11 and if, after the Department of Energy's review under the National Environmental
12 Policy Act, this is determined to be an appropriate course of action, Buyer may
13 exercise an option to share demolition costs for Buildings 100, 200 and 800 with
14 Seller. Buyer may elect to require Seller to vacate Buildings 100, 200 and 800 in a
15 condition suitable for immediate demolition. The schedule for notice of Buyer's
16 election of this option is set forth in the Lease document. If Buyer elects this option,
17 Buyer shall be responsible for payment of ONE MILLION SIX HUNDRED
18 THOUSAND DOLLARS (\$1,600,000) based on the increased value of the property
19 with these buildings demolished, and Seller shall be responsible for payment of
20 ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,00), which is the
21 balance of the current estimate of TWO MILLION SEVEN HUNDRED
22 THOUSAND DOLLARS (\$2,700,000) for the complete demolition of the three

1 buildings. Buyer will be responsible to contract for and manage the demolition.
2 Should the costs of the demolition be less than \$2,700,000, the savings, up to
3 \$1,100,000, shall be returned to the United States. Should the actual costs of
4 demolition exceed \$2,700,000, and if Buyer elects to proceed with demolition, the
5 additional costs shall be shared on the following basis: Sixty percent (60%) of the
6 additional costs shall be the responsibility of Buyer and Forty percent (40%) of the
7 additional costs shall be the responsibility of Seller. Buyer and Seller recognize the
8 potential for contamination under the foundations of Buildings 100, 200 and 800. If
9 the cost of demolition increases solely due to the presence of contamination
10 attributable to Seller's operations, Seller will be responsible for the incremental
11 costs as determined by the Contracting Officer.

12 3. EFFECTIVE DATE:

13 The date of Contract ("Effective Date") shall be the date when the
14 Contract is executed by the second of the parties to sign.

15 4. CLOSING DATE:

16 This transition shall be closed and the deed and other closing papers
17 delivered on or before the 1st day of April, 1995 (the "Closing Date"), unless
18 extended by other provisions of this Contract. The Closing Date shall under no
19 circumstances precede the vacating of the Property by all occupants thereof, other
20 than the tenants or subtenants specified in Exhibit "C," attached hereto and made a
21 part hereof. In the event that Seller is not able to vacate the Property, less and
22 except that portion to be leased back to Seller, by the scheduled Closing Date, Seller

1 shall have unilateral right to extend the Closing Date for a period of up to ninety
2 (90) days. Thereafter, the Contract shall be null and void, unless extended by other
3 provisions of this Contract, or by mutual written consent of the parties.
4 Notwithstanding the foregoing, if Seller is unable to remove all of its personalty
5 from non-leased portion of the Premises, and Buyer has no immediate need for that
6 occupied space, then Buyer grants permission to store that property at no cost to
7 Seller up to the termination of the Lease Agreement, or upon 60 days' notice by
8 Buyer, Seller shall remove the property so stored. Such storage shall be at Seller's
9 sole risk and responsibility.

10 5. POSSESSION:

11 Seller represents that at the time of closing there will be no parties in
12 possession other than Seller, Seller's agents, and Seller's contractors, and those
13 tenants or subtenants specified in Exhibit "C," and agrees to deliver possession of
14 the Property at the time of closing, and to relocate all personal property of Seller to
15 the areas to be leased to Seller as those areas are identified in the Lease
16 Agreement, except as otherwise noted in this Contract.

17 6. TITLE EVIDENCE:

18 Buyer reserves the right to procure a title search and/or obtain a title
19 insurance commitment issued by a Florida licensed title insurer agreeing to issue to
20 Buyer, upon recording of the deed to Buyer, an owner's policy of title insurance in
21 the amount of the purchase price (with fee owner's title policy premium to be paid
22 by Buyer), insuring Buyer's good and marketable title to the Premises, subject only

1 to those standard exceptions appearing in the owner's title policy, which from
2 Buyer's standpoint do not unduly affect title, and those items which shall be
3 discharged by Seller at or before the Closing Date. Buyer shall have five (5) days
4 from date of receiving the title report or title commitment to examine same. If title
5 is found defective, Buyer shall, within three (3) days thereafter, notify Seller in
6 writing specifying defect(s) or the same shall be deemed to have been accepted by
7 Buyer. If said defect(s) render title uninsurable, Seller will have ninety (90) days
8 from receipt of notice within which to remove said defect(s), which, if necessary,
9 shall extend the Closing Date a like amount of time, and if Seller is unsuccessful in
10 removing the defects within said time, Buyer shall have the option of either
11 accepting the title as it then is, or Buyer and Seller shall be released, as to one
12 another, of all further obligations under this Contract. However, Seller agrees that
13 Seller will, if title is found to be unmarketable or uninsurable, use diligent effort to
14 correct the defect(s) in title within the time provided.

15 7. SURVEY:

16 Seller agrees to provide a complete and accurate legal description and
17 survey for the Premises (which survey must be recent enough to permit removal of
18 the survey exceptions from the title insurance policy pursuant to section 627.7842,
19 Florida Statutes (1993)), certified to the Pinellas County Industry Council by a
20 registered Florida surveyor at Seller's expense at least twenty (20) days prior to the
21 Closing Date. The survey shall clearly indicate the property owned by Seller and
22 any easements, encroachments or improvements thereon. If the survey shows any

1 encroachment of the Premises or that improvements intended to be located on the
2 Premises in fact encroach on lands of others, or violate any of the Contract
3 covenants, the same shall be treated as a title defect. The survey, or a separate
4 survey, shall also show the area comprising Building 100, supporting outbuildings,
5 and parking amenities to be leased by Seller from Buyer.

6 8. INGRESS AND EGRESS:

7 Seller warrants that there is ingress and egress to the Property.

8 9. EXPENSES:

9 Seller and Buyer are currently exempt from the requirements of
10 paying State documentary stamps which are required to be affixed to the deed
11 pursuant to section 201.01, Florida Statutes. If one party, but not the other, should
12 lose that exemption prior to the Closing Date, or prior to the closing if extending
13 beyond the Closing Date by the terms of this Contract or by amendment, then the
14 non-exempt party will pay the State documentary stamp tax. Buyer will pay the
15 cost of recording the deed, together with the cost of recording any corrective
16 instruments, and such other expenses assigned to Buyer in this Contract. Seller
17 shall pay such expenses assigned to Seller in this Contract. Values of the property
18 for recording purposes shall be \$2,600,000.

19 10. PROCEEDS OF SALE; CLOSING PROCEDURE:

20 The deed shall be recorded upon Seller's receipt of Buyer's check for
21 \$10.00 and evidence of title obtained at Buyer's expense, to show title in Buyer,
22 without any encumbrances or change which would render Seller's title

1 unmarketable from the date of the last evidence, and the proceeds of the sale shall
2 be held in escrow by Seller's attorney or by such other escrow agent as may be
3 mutually agreed upon for a period of not longer than five (5) days from and after the
4 Closing Date. If Seller's title is rendered unmarketable, Buyer shall within said
5 five (5) day period, notify Seller in writing of the defect and Seller shall have thirty
6 (30) days from date of receipt of such notification to cure said defect. In the event
7 Seller fails to timely cure said defect, all monies paid hereunder shall, upon written
8 demand therefore and within five (5) days thereafter, be returned to Buyer and,
9 simultaneously with such repayment, Buyer shall vacate the Premises and
10 reconvey same to Seller by Quit Claim Deed. In the event Buyer fails to make
11 timely demand for refund, Buyer shall take title as is, waiving all rights against
12 Seller as to such intervening defect except as may be available to Buyer by virtue of
13 warranties, if any, contained in the deed. The escrow and closing procedure
14 required by this paragraph may be waived in the event the attorney, title agent or
15 closing agent insures against adverse matters pursuant to section 627.7841, Florida
16 Statutes (1993), as amended.

17 11. PRORATIONS:

18 Taxes, assessments, rent, interest, insurance, and other expenses and
19 revenue of the Property, if any, shall be prorated through the day prior to closing.

20 12. DOCUMENTS FOR CLOSING:

21 Five (5) days prior to closing, Seller shall furnish or cause to be
22 furnished, for Buyer's review, copies of the Quit Claim Deed, agency authorization

1 for the sale and designation of an agency employee authorized to sign the deed and
2 other documents for closing. Those other documents, to be prepared by Buyer, are
3 the Florida Department of Revenue (DOR) Transfer of Interest Form, Closing
4 Statements, Affidavit of No Possession, Assignments of Leases (if applicable), and
5 any corrective instruments that may be required in connection with perfecting the
6 title.

7 Upon Buyer meeting the terms of purchase, Seller will promptly
8 execute and deliver to Buyer a Quit Claim Deed, conveying the property to Buyer in
9 fee simple, and all other documents necessary for the closing of this transaction.

10 13. PLACE OF CLOSING:

11 Closing shall be held in Pinellas County, at the office of the attorney or
12 other closing agent designated by Seller.

13 14. TIME:

14 Time is of the essence of this Contract. Any reference herein to time
15 periods of less than seven (7) days shall, in the computation thereof, exclude
16 Saturdays, Sundays and legal holidays, and any time period provided for herein
17 which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of
18 the next full business day.

19

20 15. RESTRICTIONS, EASEMENTS, LIMITATIONS:

21 Buyer shall take title subject to: zoning regulations, restrictions,
22 prohibitions and other requirements imposed by governmental authorities;

1 restrictions in matters appearing on the plat or otherwise common to the
2 subdivision; public utility easements of record; taxes from the date of closing and
3 subsequent years. Seller reserves an easement for environmental remediation as
4 set out elsewhere in this instrument.

5 16. SUCCESSORS AND ASSIGNS:

6 The covenants, provisions and agreements herein contained shall in
7 every case be binding on and inure to the benefit of the parties hereto respectively,
8 and their respective successors and assigns, except that the right of Buyer to assign
9 Buyer's interest under this Contract is and shall be subject to the written consent of
10 Seller.

11 17. BROKER:

12 Seller warrants and represents to Buyer that it has engaged no real
13 estate broker with respect to the Property.

14 18. RADON GAS:

15 Radon is a naturally occurring radioactive gas that, when it has
16 accumulated in a building in sufficient quantities, may present health risks to
17 persons who are exposed to it over time. Levels of radon that exceed Federal and
18 State guidelines have been found in buildings in Florida. Additional information
19 regarding radon and radon testing may be obtained from your county public health
20 unit.

21

22

1 19. LEASES:

2 Seller shall, not less than twenty (20) days prior to closing, furnish to
3 Buyer copies of all written leases and estoppel letters from each tenant specifying
4 the nature and duration of the tenant's occupancy, rental rates, advanced rent and
5 security deposits paid by tenant. In the event Seller is unable to obtain such letter
6 from each tenant, the same information shall be furnished by Seller to Buyer within
7 said time period in the form of a Seller's affidavit, and Buyer may thereafter contact
8 tenants to confirm such information. Seller shall, at closing, deliver and assign all
9 original leases and transfer all unused advanced rents and security deposits to
10 Buyer. Exhibit "C" to this Contract lists all tenants currently on site.

11 20. INSPECTION, REPAIR AND MAINTENANCE:

12 A. Buyer may, at Buyer's expense, have inspection made of roofs
13 and walls, heating, cooling, electrical, plumbing systems and machinery by an
14 appropriately licenses person dealing in the construction, repair and maintenance
15 thereof and shall report in writing to Seller such items that are inoperable or
16 significantly damaged, together with the cost of correcting same, prior to occupancy
17 or not less than ten (10) days prior to closing, whichever occurs first. If Buyer
18 identifies significant structural defects or defects affecting the habitability of the
19 buildings on the Premises, then Buyer may elect to cancel this Contract not less
20 than ten (10) days after closing.

21 B. There are common safety systems which interconnect both the
22 portions of the facility to be leased by the Department of Energy and the portions to

1 be controlled by the Pinellas County Industry Council. The parties agree to
2 negotiate an agreement on the maintenance of these systems by one entity within
3 sixty (60) days of closing. During the negotiation of this agreement the Department
4 of Energy shall maintain these systems and shall be granted such assess as is
5 necessary for this purpose.

6 21. RISK OF LOSS:

7 If the premises are damaged, by fire or other casualty prior to closing,
8 then Seller shall have the option to repair or rebuild the premises sufficiently to
9 complete the mission requirements of the Department at the facility, or to demolish
10 the damaged portion of the structure.

11 22. WARRANTIES AND REPRESENTATIONS:

12 A. Seller represents and warrants that there are no facts known to
13 Seller materially affecting the value of the Property which are not readily
14 observable by Buyer or which have not been disclosed to Buyer.

15 B. Except as disclosed to Buyer in Exhibit "D," attached hereto and
16 made a part hereof, and except for the issue of asbestos described in paragraph 23
17 of this Contract,

18 (1) Seller represents and warrants that to the best of its
19 knowledge and belief the Premises are not in violation of any Federal law, rule, or
20 regulation relating to hazardous substances or hazardous wastes, or to
21 environmental conditions on, under or about the property, including, but not limited
22 to, soil and groundwater conditions, other than as disclosed herein.

1 (2) Buyer shall have the right, prior to closing, to come upon
2 the Premises at reasonable times with its independent contractors, employees,
3 engineers and other personnel to inspect and conduct testing upon the property,
4 subject to the national security and safety concerns of the Department of Energy.
5 If, before or after closing, Buyer determines that the Premises contain any toxic
6 waste or chemical contamination, or have been used as a hazardous waste site (or
7 chemical storage facility or dumpsite or as a garbage dump or landfill site) to any
8 degree greater than that disclosed in the Baseline Environmental Report referenced
9 in Exhibit "D," and it can be shown that such additional contamination or use was
10 not caused by Buyer or by any of Buyer's subtenants, then Buyer may elect to
11 require Seller to pay for a clean up and remediation of the Premises consistent with
12 and appropriate to the site's use as an industrial park and to standards acceptable
13 to the United States Environmental Protection Agency ("EPA") or the Florida
14 Department of Environmental Protection ("DEP"), as applicable, or if prior to
15 closing, Buyer may elect to cancel this Contract and have all sums paid hereunder
16 returned to it. This Contract is specifically made contingent upon the Premises
17 being free of contamination except as represented above. Seller agrees to remediate
18 the Premises with all due diligence and reasonable speed. If there is a release, as
19 that term is defined in Comprehensive Environmental, Response, Compensation,
20 and Liability Act of 1980, § 101 (22), at the Pinellas Plant, due to the activities of
21 Seller, prior to closing Buyer may elect to cancel this agreement and waive all
22 responsibilities and liabilities thereunder.

1 (3) As required by Section 120(h) of the Comprehensive
2 Environmental, Response, Compensation, and Liability Act of 1980, Public Law 96-
3 510, 42 U.S.C. § 9620(h), Buyer is hereby provided notice that on the Premises
4 being transferred, there have been hazardous substances stored, released, and
5 disposed. Enclosed with this instrument and incorporated herein as if set forth in
6 full text, is Appendix G included in Exhibit "D" which shall constitute full notice to
7 Buyer of the type and quantity of such hazardous substances and of such time at
8 which said storage, release, and disposal took place, to the extent such information
9 is available in the files of the Department of Energy.

10 (4) Seller acknowledges that there is known contamination
11 on the Premises and in Building 100 disclosed in Exhibit "D," attached hereto, and
12 covenants that it will remain solely responsible for complete decontamination of
13 these conditions, as well as any later-discovered contamination or later created
14 contamination affecting the property which is the subject of the parties' Lease
15 Agreement and which is caused as a result of the activities of the Seller, its agents
16 or assigns. Buyer agrees that it will provide Seller and its contractors all
17 reasonable and necessary easements to complete the decontamination
18 responsibilities. "Complete decontamination" shall be deemed to be the removal or
19 reduction of contamination on the Premises and in any of the improvements
20 consistent with and appropriate to the site's use as an industrial park as negotiated
21 with EPA or DEP, as applicable. Remediation shall be concluded in as timely a
22 manner as scientifically and technologically practicable. All decontamination shall

1 be completed no later than the termination of the Lease Agreement between the
2 parties. Some of the decontamination activities have already begun. If the
3 decontamination has not been concluded before September 30, 1997, or such other
4 termination date of the Lease Agreement, then the parties shall extend the Lease
5 Agreement in writing an amount of time necessary to complete the cleanup, and
6 Seller shall begin, for the portions of the facility in which decontamination activities
7 are continuing, paying rent at the rates per square foot set out in the Lease
8 Agreement until complete decontamination is achieved.

9 (5) If it is so determined by Seller that either
10 decontamination or remediation efforts will best be completed by demolition of all or
11 a portion of the improvements on Premises, Seller shall remain solely responsible
12 for procuring and managing the demolition contract and any necessary permits, and
13 for the cost of demolition. Seller shall also reimburse Buyer for any reasonable
14 damages incurred. This shall include appropriate lease termination costs of
15 affected tenants.

16 (6) As set out in 42 U.S.C. § 9620(h), Seller shall remain
17 solely responsible for any ongoing or additional remedial or corrective actions after
18 the date of the subject transfer, and accordingly shall be granted any appropriate
19 access to the Premises to conduct such remedial or corrective actions.

20 C. The Pinellas Plant's East and West Ponds are designated as
21 "wetlands" according to the National Wetland Inventory provided by the
22 Department of the Interior, Fish and Wildlife Service. All actions regarding the

1 aforementioned wetlands shall be undertaken in accordance with applicable
2 Federal, State, and local wetland regulations.

3 D. The representations, warranties, and liabilities of Seller
4 contained herein shall survive the closing and the termination of the referenced
5 Lease Agreement between the parties.

6 23. ASBESTOS:

7 Seller warrants, based on previous abatement activities and surveys
8 incorporated as Exhibit "E," there is no friable asbestos in buildings 400, 1200 and
9 1400. Seller also warrants that it will remove friable asbestos in building 100 and
10 supporting buildings discovered during the term of the lease noted in paragraph 2
11 herein, prior to or upon termination of the Lease Agreement. Friable asbestos
12 currently contained in building 100 and supporting buildings will be managed and
13 removed pursuant to all applicable Federal and State laws, statutes, ordinances,
14 rules and regulations. The warranties of this paragraph will survive closing but are
15 subject to the availability of funding.

16 24. FACILITY ENVIRONMENTAL PERMITTING:

17 The Premises and the operations thereon are currently the subject of
18 multiple environmental permits issued by various Federal and local agencies, more
19 fully disclosed in Exhibit "F" attached hereto and made a part hereof. Some of the
20 permits are assignable or may be amended to encompass the operations of Buyer or
21 Buyer's future tenants. Seller covenants that it will cooperate in all applications
22 sought by Buyer to assign or amend the existing permits to include or substitute

1 Buyer's operations and usage, or where appropriate to do so. Seller will make
2 application to assign or amend the existing permits to accommodate the operations
3 of Buyer or its tenants. This obligation of Seller will survive the closing.

4 If it is mandated by the appropriate regulatory agency that Buyer
5 apply for a particular permit or assume assignment of a particular permit, Buyer
6 will make every reasonable effort to do so in a timely manner. In addition, Buyer
7 will require all its tenants to comply with then-current permits, will require that all
8 tenants report any and all releases to the proper regulatory agency as well as to
9 Buyer (and to Seller during any time in which the Lease Agreement is in effect),
10 and will require all tenants to indemnify Seller for any claims, liability or other
11 costs resulting from the respective tenant's failure to comply with permit conditions.

12 25. CONTRACT NOT RECORDABLE:

13 Neither this Contract nor any notice thereof shall be recorded in the
14 Official Records of Pinellas County, Florida.

15 26. OTHER AGREEMENTS; CONSTRUCTION OF THIS CONTRACT:

16 No prior or present agreements or representations shall be binding
17 upon Buyer or Seller unless included in this Contract. No modification or change in
18 this Contract shall be valid or binding upon the parties unless in writing and
19 executed by the party or parties to be bound thereby. Typewritten or handwritten
20 provisions inserted herein or attached hereto as addenda shall control all printed
21 provisions of Contract in conflict therewith. Whenever herein the singular number

1 is used, the same shall include the plural, and the masculine gender shall include
2 the feminine and neuter genders.

3 27. NOTICES:

4 Any notices required under this Agreement shall be forwarded to
5 SELLER by Registered or Certified mail, return receipt requested, at the following
6 address:

7 c/o Richard E. Glass, Area Manager
8 Pinellas Area Office, Department of Energy
9 P.O. Box 2900
10 Largo, FL 34649

11 until BUYER is notified otherwise in writing. All notices given to BUYER
12 hereunder shall be forwarded to BUYER at the following address:

14 Pinellas County Industry Council
15 2200 Tall Pines Drive, Suite 100
16 Largo, FL 34641
17

18 by Registered or Certified mail, return receipt requested, until SELLER is notified
19 otherwise in writing.

20 28. ENVIRONMENTAL AGENCY APPROVAL AS CONDITION
21 PRECEDENT; EXTENSION OF CONTRACT:

22 The U.S.EPA must conclude existing remediation processes on the
23 Premises are effective, and Florida DEP must acknowledge they have no objection
24 to the sale. These must be received in writing prior to the closing of this Contract.
25 If not received prior to the scheduled closing date, this Contract shall automatically
26 extend to 30 days after the receipt of such approval, unless terminated earlier by

1 other provisions of this Contract, but shall not extend beyond July 1, 1995, without
2 additional written agreement of the parties.

3 29. ENVIRONMENTAL, SAFETY AND HEALTH MAINTENANCE
4 RESPONSIBILITIES:

5 For those portions of the facility which are to be leased by the
6 Department of Energy, the responsibility for meeting the appropriate standards set
7 by the regulatory authorities who have oversight over Federal Facilities for
8 Environment, Safety and Health standards shall remain with the Department of
9 Energy. The responsibility for meeting the appropriate standards set by regulatory
10 authorities who have oversight over commercial operations for Environment, Safety
11 and Health standards shall be with the Pinellas County Industry Council and its
12 other tenants. Both parties agree, as noted elsewhere in this document, that the
13 other tenants of this facility shall be required to indemnify the Pinellas County
14 Industry Council and the Department of Energy for any damage or injury occurring
15 to either as a result of their failure to meet said standards.

16 The parties also agree that it shall be a requirement of all tenants to
17 react to any spill of hazardous materials on the facility through the notification and
18 response of a properly trained Hazardous Material Response Team.

19 30. LIMITATION OF BUYER'S AND SELLER'S OBLIGATION:

20 A. Buyer acknowledges that Seller, as an executive agency of the
21 Federal Government, does not currently have appropriated funds available to fund

1 all of Seller's obligations under this agreement. It is anticipated that from time to
2 time additional appropriated funds will be made available to Seller.

3 B. The parties estimate that performance of this agreement will
4 not cost Seller more than the amounts set forth herein and Buyer agrees to perform
5 its obligations under this agreement to the extent funds are and have been made
6 available. Seller's obligation under this agreement is contingent upon the
7 availability of appropriated funds from which payment for contract purposes can be
8 made. No legal liability on the part of Seller for any payment may arise until such
9 funds are made available to the Contracting Officer for this agreement.

10 C. Seller represents that appropriated funds are presently
11 available to cover Seller's currently foreseen obligations for the remainder of Fiscal
12 Year 1995. In the event that the funds available, as considered by Seller, become
13 inadequate to cover the obligations of this agreement, Seller shall promptly notify
14 Buyer. The notice shall state the estimated date when funds will no longer be
15 available for the purposes set forth in this Contract and the estimated amount of
16 additional funds that would be required to continue performance. Seller will use its
17 best efforts to obtain the appropriation of funds necessary for the purposes
18 described in this Contract but shall take no action which would result in obligations
19 or expenditures that exceed the funds which legally are available for these
20 purposes.

21 D. If Seller is delayed in its performance under this agreement,
22 solely by reason of the failure of the Federal Government to allot sufficient

1 additional funds in a timely manner, and if additional funds subsequently become
2 available, the parties may equitably adjust the terms of this agreement. Failure to
3 agree on any such equitable agreement shall be a dispute to be settled pursuant to
4 the Disputes clause found at 48 C.F.R. § 52.233-1.

5 E. Subsequent changes to this agreement shall not be considered
6 an authorization to exceed the costs specified herein unless the change contains a
7 statement increasing the costs, and payments for such changes shall be contingent
8 upon the availability of appropriated funds.

9 F. Seller acknowledges that Buyer, as a political subdivision of the
10 State of Florida, does not currently have appropriated and budgeted funds available
11 to fund all of Buyer's obligations under this Agreement. It is anticipated that from
12 time to time, additional appropriated funds will be made available to Buyer.
13 Nevertheless, in the event that funds are not budgeted or appropriated by or for
14 Buyer in any succeeding year, then the obligation to perform tasks related to such
15 appropriations shall be deferred until funds are so appropriated, without penalty to
16 Buyer or Seller.

17 31. RIGHTS OF ACTION:

18 In the event of a breach of any provision contained in this Contract by
19 either party, this Contract may be terminated by either party, but there is no right
20 of action for damages. The provisions of this Contract are not intended to benefit
21 third persons, and breach thereof shall not be the basis for a cause of action by such
22 third person against either party.

1 IN WITNESS WHEREOF, the parties hereto have hereunto executed
2 this real estate contract the day and year first above written.

3

4 Executed by Seller on: March 8, 1995

5

6 ATTEST: UNITED STATES OF AMERICA, by and
7 through the DEPARTMENT OF ENERGY,
8 Seller

9

10 By: John Alan Jones
11 Name: John Alan Jones
12 Title: Counsel,
13 Pinellas Area Office

By: Richard E Glass
Name: Richard E. Glass
Title: Manager,
Pinellas Area Office

14

15

16 Executed by Buyer on: 3-8-95

17

18 ATTEST: PINELLAS COUNTY INDUSTRY
19 COUNCIL,
20 Buyer

19

20

21 By: William M. Castoro
22 Name: William M. Castoro
23 Title: Executive Director,
24 Pinellas County
25 Industry Council

By: Charles E. Rainey
Name: Charles E. Rainey
Title: Chairman,
Pinellas County
Industry Council

21

22

23

24

25

26

EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

As set forth in the Polaris Associates Survey and incorporated as if set forth here in full text.

The related personal property for Buildings 400, 1200, 1400, and associated areas is listed in Attachment 1. Related personal property for other buildings will be identified at a later date.

SUBJECT TO a reservation of a perpetual easement for purposes of ingress and egress for all remediation and corrective action responsibilities retained by the Department of Energy or its successor or assign as directed by 42 U.S.C. § 9620(h).

EXHIBIT "B"

PERSONAL PROPERTY AND TRANSFER TERMS

As addressed in the stipulations of this Contract, Buyer is entering this agreement for the sole purpose of promoting economic development and minimizing the impact of the end of DOE operations in the area. Buyer enters this agreement for the opportunity to convert the technology potential of the facility to productive employment in the community. Buyer would not enter this agreement for the sole purpose of owning empty buildings or vacant land.

Understanding the technology potential of Pinellas Plant resides in the equipment and other personal property, combined with the skills of the work force, it is essential that a substantial amount of personal property be conveyed to Buyer in order for Buyer to accomplish the purpose. This does not include intellectual property other than that ancillary to the operation of specific equipment. Seller agrees to convey Pinellas Plant personal property to Buyer under the following conditions:

1. Pub.L. 103-139, "Appropriations for the Department of Defense for Fiscal Year 1994", and Pub.L. 103-316, "Energy and Water Appropriations for Fiscal Year 1995", provide that up to eight million dollars of personal property may be used for

1 local economic development. A list of equipment and conveyance of title to Buyer
2 will occur when the equipment is no longer needed for the local DOE mission. This
3 equipment will only go through the DOE High Risk screening process.

4 2. The authority of the Secretary to transfer or sell real and personal property
5 has been authorized under special legislation specific to local economic
6 development. All personal property at Pinellas will be disposed of in accordance
7 with the attached DOE Expedited Reutilization Procedures (Memo of Richard Hopf
8 dated February 1, 1995) and the Interim Policies for Control of "High Risk"
9 Personal Property, Revision No. 1 dated February 7, 1995. A list of equipment will
10 be prepared and conveyance of title to Buyer will occur when the equipment is no
11 longer needed for the DOE mission.

1 EXHIBIT "C"

2 TENANTS OCCUPYING PREMISES

3
4 Pursuant to the requirements of paragraph "5", the Occupant of Building 400 is,

5
6 Southeast Soldering Technologies, Inc.
7 Ray Lockshier, President
8 8020 114th Avenue North
9 Largo, Florida 34643
10 Telephone (813) 545-9954

1 EXHIBIT "D"

2 BASELINE ENVIRONMENTAL STATUS

3

4 Incorporated in this Contract as if set forth in full text is the Pinellas Plant
5 Environmental Baseline Report (Document number MMSC-EM-95010 dated
6 February 8, 1995) and associated documents. The parties agree that this data shall
7 be augmented and supplemented from time to time as new information becomes
8 available. Seller agrees that a comprehensive Environmental Baseline survey shall
9 be provided to Buyer no later than six months after the execution of this Contract.
10 Any disputes concerning this document may be resolved by a decision of the Florida
11 Department of Environmental Protection.

1 EXHIBIT "E"

2 ASBESTOS SURVEYS

3
4 1. Report of Survey, Sampling and Evaluation of Asbestos- Containing
5 Materials, U.S. Department of Energy (DOE) Pinellas Plant, Largo, Florida.

6 Prepared by Law Engineering, Inc., and Systematic Management Services, Inc.
7 May 10, 1993.

8
9 2. Asbestos-Containing Materials Survey and Bulk Sampling Report. Prepared
10 for General Electric Neutron Devices Department, Largo, Florida by ERCE. August
11 1990.

12
13 The above documents, provided separately, are incorporated into this
14 Contract as if set forth in full text.

EXHIBIT "F"

FACILITY ENVIRONMENTAL PERMITS
PINELLAS PLANT ENVIRONMENTAL PERMITS

PERMIT TITLE	PERMIT NUMBER	EXPIRATION DATE
Industrial Wastewater Discharge Permit (Pinellas County Sewer System)	153-IE	08/28/1997
Hazardous and Solid Waste Amendments Permit (U.S. Environmental Protection Agency)	FL6 890 090 008	02/08/2000
Air Operating Permit (Florida Department of Environmental Protection)	AO52-233355	01/25/1999
Operation of a Hazardous Waste Container and Tank Storage Permit (Florida Department of Environmental Protection)	HO52-228925	08/16/1998

**Stipulation and Consent
By and Between
The Department of Energy
and
The Pinellas County Industry Council**

The Department of Energy and the Pinellas County Industry Council have entered into a contract for the Department to sell and the Council to purchase the Pinellas Plant of the Department of Energy. Pursuant to that Agreement the Parties hereby stipulate the following:

1. The condition precedent noted in paragraph 28 of the contract has been satisfied. Letters from both the United States Environmental Protection Agency and the Florida Department of Environmental Protection have been received which satisfy the requirements of paragraph 28.

2. All inspections which the Buyer, Pinellas County Industry Council had required to be completed prior to the execution of the Contract or closing of the sale have been made or are waived. This includes, but is not limited to, the inspections noted in paragraph 20 of the Contract.

By execution of this agreement the parties waive all rights, entitlements and benefits which would otherwise arise from the provisions noted above. All duties or obligations which would otherwise flow from these requirements are satisfied or they are expressly waived.

Executed by Seller on:

March 8, 1995

ATTEST:

UNITED STATES OF AMERICA, by and
through the DEPARTMENT OF ENERGY,
Seller

By: John Alan Jones
Name: John Alan Jones
Title: Counsel,
Pinellas Area Office

By: Richard E. Glass
Name: Richard E. Glass
Title: Manager,
Pinellas Area Office

Executed by Buyer on:

3-8-95

ATTEST:

PINELLAS COUNTY INDUSTRY
COUNCIL, Buyer

By: William M. Castoro
Name: William M. Castoro
Title: Executive Director,
Pinellas County
Industry Council

By: Charles E. Rainey
Name: Charles E. Rainey
Title: Chairman,
Pinellas County
Industry Council

EXHIBIT "F"

PERPETUAL INGRESS AND EGRESS EASEMENT

[Attached]

Exhibit "F"

PREPARED BY AND RETURN TO:
THOMAS M. HARRIS, Esq.
HARRIS, BARNETT, MANN & DEW
P.O. DRAWER 1408
ST. PETERSBURG, FL 33731-1408

PINELLAS COUNTY FLA.
OFF. REC. BK 8939 PG 1357

QUIT CLAIM DEED

THIS QUIT-CLAIM DEED, Executed this 17th day of March, 1995, by THE UNITED STATES OF AMERICA, acting by and through the United States Department of Energy, under and pursuant to authority of Section 161(g) of the Atomic Energy Act (42 U.S.C. §2201(g)) as amended, and rules, orders and regulations issued pursuant thereto, (hereinafter Grantor), to PINELLAS COUNTY INDUSTRY COUNCIL, under and pursuant to Chapter 69-1490, Laws of Florida, (hereinafter Grantee) (TAX IDENTIFICATION NO. 59-6000800), whose post office address is:

190.50
190.50
TOTAL

2200 Tall Pines Drive
Suite 100
Largo, FL 34641

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the said Grantor, for and consideration of the sum of Ten Dollars (\$10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, and in consideration of the mutual benefits to be derived by Grantor and Grantee, does hereby grant, bargain, sell and convey, without warranty or covenant of title, to Grantee, its successors and assigns forever, all of its right, title and interest in and to the following described land lying and being in Pinellas County, Florida:

AS COMPLETELY SET FORTH IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Reserving to Grantor, its agents and assigns, an easement upon the property conveyed for access and for other work which may be required for response action or corrective action found to be necessary under Section 120(h) of the Comprehensive Environmental Response and Liability Act (CERCLA) (42 U.S.C. §9620(h)) (as amended by Pub. L. 102-426), now or in the future, until such response or corrective actions are complete.

PARCEL IDENTIFICATION NO. 13/30/15/00000/140/0100-

TO HAVE AND TO HOLD the foregoing property, together with all and singular rights, privileges and appurtenances thereto in anywise appertaining unto said Grantee, its successors and assigns forever, subject to the reservations, exceptions, covenants and conditions herein contained and in particular the reservation of easement noted hereinabove and hereinafter. No description of the property or such rights and appurtenances or any other provision hereof shall affect the disclaimer of warranty set forth herein.

As required by 42 U.S.C. §9620(h)(3), notice is hereby provided that hazardous substances were stored, released or disposed of upon the site being conveyed. The list of these materials is provided to the Grantee and contains notice of the type and quantity of such hazardous substances, said list being attached hereto as Exhibit "B" and made a part hereof. The materials were stored, released or disposed of on the site between the purchase of the initial parcel in 1957 and present. The remedial action taken is the removal of such hazardous material in the normal course of business and environmental restoration activities being conducted in accordance with Chapter 40 of the

Code of Federal Regulations, and the plants hazardous and solid waste amendment's permit. The Code of Federal Regulations combined with the permit and supporting documents outline the process that must be followed to characterize and clean up those sites at the Pinellas Plant that have experienced releases of hazardous substances. All remedial action necessary to protect human health and the environment with respect to any such substance remaining on the property has been taken as mandated by 42 U.S.C. 9620(h)(3) by the construction and installation of an approved remedial design demonstrated to the Administrator of the U.S. EPA to be operating properly and successfully. Any additional remedial action found to be necessary after the date of this transfer shall be conducted by the United States. This paragraph is intended to obligate the Grantor to the obligations required by 42 U.S.C. 9620(h)(3) and to no others.

IN WITNESS WHEREOF, The said Grantor has signed and sealed these presents the day and year first above written.

WITNESSES AS TO RICHARD
E. GLASS:

UNITED STATES OF AMERICA
Acting by and through the
UNITED STATES DEPARTMENT OF ENERGY

B. Morris Aickey
Name: B. MORRIS AICKEY

By: Richard E. Glass (SEAL)
Richard E. Glass
Title: Area Manager of the Pinellas
Area Office of the United
States Department of Energy

Thomas M. Harris
Name: Thomas M Harris

Authorized by the Secretary of the
Department of Energy to execute this
document.

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 17
day of March, 1995, by RICHARD E. GLASS, Area Manager
of the Pinellas Area Office of the United States Department of
Energy, authorized by the Secretary of the Department of Energy to
execute this document, for the UNITED STATES DEPARTMENT OF ENERGY,
acting on behalf of the UNITED STATES OF AMERICA, who is personally
known to me who did not take an oath.

Thomas M Harris
Printed Name: Thomas M Harris
Notary Public
My Commission Expires:
Serial Number:



1j0lpo-qcd.r18

50039564 MAK 03-17-1995 14:50:29
RECORDED - USA/PINELLAS COUNTY INDUSTRY
1 \$190.50
TOTAL: \$190.50
CASH AMT. TENDERED: \$190.50
CHANGE: \$0.00

EXHIBIT "A"

LEGAL DESCRIPTION

THE South Half (S 1/2) of Lots 2, 4, and 5 and the South Three-Quarters (S 3/4) of Lot 7, and all of Lots 8, 11, 12, 13, 14, 15, and 16, all in the Northeast Quarter (NE 1/4) of Section 13, Township 30 South, Range 15 East; AND that part of Lot 1 in the Northwest Quarter (NW 1/4) of Section 13, Township 30 South, Range 15 East, lying South of the South line of Lot 6 in the Northeast Quarter (NE 1/4) of said section extended Westerly to the West boundary of said Lot 1 in the Northwest Quarter (NW 1/4); all according to the plat of PINELLAS GROVES, INC., recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida. ALSO DESCRIBED AS: all that part of the North Half (N 1/2) of Section 13, Township 30 South, Range 15 East, Pinellas County, Florida, lying North and East of the Atlantic Coast Line Railroad Right-of-Way LESS AND EXCEPT that portion platted as all of Lots 1, 3, 6, and North Half (N 1/2) of Lots 2, 4, 5, and the North Quarter (N 1/4) of Lot 7, all in the Northeast Quarter (NE 1/4) of said section; and Lots 2 and 4 in the Northwest Quarter (NW 1/4) and that part of Lot 1 in the Northwest Quarter (NW 1/4) lying North of the South line of Lot 6 in Northeast Quarter (NE 1/4) of said section extended Westerly to the West boundary of said Lot 1 in Northwest Quarter (NW 1/4), all according to the plat of PINELLAS GROVES, INC., recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida.

AND that part of Lot 3, in the NE 1/4 of Section 13, Township 30 South, Range 15 East as shown at plat of PINELLAS GROVES, INC., recorded in Plat Book 1, Page 55, Public Records of Pinellas County, Florida, LYING WITHIN THE FOLLOWING DESCRIBED TRACT: Commence at the Southeast corner of Lot 14, which is located 15 feet North and 15 feet West of the Southeast corner of the NE 1/4 of Section 13, Township 30 South, Range 15 East; thence North 00° 16' 14" East a distance of 1,989.12 feet to the Northeast corner of Lot 16 in said NE 1/4 of said Section 13, said point being 15 feet West of the East line of the NE 1/4 of said Section 13; thence North 89° 08' 59" West, a distance of 988.08 feet to a point on the East boundary of said Lot 3, for a Point of Beginning; thence South 00° 02' 31" West, along the East boundary of said Lot 3 to the Southeast corner thereof a distance of 671.71 feet; thence North 89° 21' 44" West, along the South boundary of said Lot 3, a distance of 335.51 feet, to the Southwest corner thereof; thence North 00° 08' 46" East, along the West boundary of said Lot 3, a distance of 672.94 feet, to a point which is North 89° 08' 59" West, a distance of 334.26 feet from the Point of Beginning; thence South 89° 08' 59" East, 334.26 feet to the POINT OF BEGINNING.

LESS AND EXCEPT part of Lot 1 in the NW 1/4 of Section 13, Township 30 South, Range 15 East, lying south of the south line of Lot 6, in the NE 1/4 of said section, extended westerly into said Lot 1 in the NW 1/4, according to the plat of PINELLAS GROVES, INC., as recorded in Plat Book 1, Page 55, Public Records of Pinellas County, being more particularly described as follows: BEGINNING at the NE corner of the SE 1/4 of the NE 1/4 of the NW 1/4 of Section 13, Township 30 South, Range 15 East; thence N 89° 14' 20" W, along the north boundary of said SE 1/4 a distance of 446.47 feet to a point that is S 89° 14' 20" E, 233.81 feet from the NW corner of said SE 1/4; thence S 0° 32' 02" W, parallel with the east boundary of said SE 1/4, a distance of 221.73 feet

to a point on the northeasterly right of way line of Seaboard Coastline Railroad; thence S 44° 26' 00" E, along said right of way line, 50.00 feet from and parallel with the centerline of said railroad, a distance of 631.76 feet to the intersection of said right of way line with the east boundary of said SE 1/4, said point being N 0° 32' 02" E, 10.78 feet from the SE corner of said SE 1/4; thence N 0° 32' 02" E, along said east boundary 666.94 feet to the point of beginning, all being in the NW 1/4 of Section 13, Township 30 South, Range 15 East, Pinellas County, Florida, containing 4.55 acres, more or less.

TOGETHER WITH all buildings, improvements, fixtures and structures located thereon and together with all right, title and interest which Grantor may have in any alleys, roads, streets, ways, strips, goes, or railroad rights-of-way abutting or adjoining said land, and in any means of ingress or egress appurtenant thereto.

SUBJECT TO restrictions and easements of record.

EXHIBIT "G"

RESTRICTIVE COVENANT – BUILDING 100

[Attached]

Exhibit "G"

THIS INSTRUMENT PREPARED BY:

F. JOSEPH ULLO, JR., ESQUIRE
LEWIS, LONGMAN & WALKER, P.A.
315 SOUTH CALHOUN STREET,
SUITE 830
TALLAHASSEE, FL 32301
(850) 222-5702

**DECLARATION OF RESTRICTIVE COVENANT
BUILDING 100 SOLID WASTE MANAGEMENT UNITS**

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 16 day of September, 2015 by the Pinellas County Industrial Development Authority, a Special District created pursuant to Part III, Chapter 159, Florida Statutes, d/b/a PINELLAS COUNTY ECONOMIC DEVELOPMENT AUTHORITY, (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of Pinellas, State of Florida, more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter the "Restricted Property").

B. The FDEP Facility Identification Number for the Restricted Property is FL6 890 090 008 (PIN nos. 6 and 12). The facility name at the time of this Declaration is U.S. Department of Energy ("DOE") and it operates as Building 100 of the Young - Rainey STAR Center which houses multiple commercial and industrial tenants. This Declaration addresses discharges that were reported to the USEPA on December 14, 1987.

C. The discharge of chlorinated solvents on the Restricted Property at the Building 100 Area Solid Waste Management Units ("SWMUs") is documented in the following reports that are incorporated by reference.

1. Long-Term Surveillance and Maintenance Plan for the Pinellas Site, November 2012, submitted by the U.S. DOE.

2. **Sitewide Environmental Monitoring, Semiannual Progress Reports for the Young - Rainey STAR Center, submitted by the U.S. DOE and dated December 2012 through May 2013.**
3. **Building 100 Area Corrective Measures Study Report Addendum for the Young - Rainey STAR Center, submitted by the U.S. DOE, July 2006.**

D. The reports noted in Recital C set forth the nature and extent of the contamination that is located on the Restricted Property. These reports confirm that contaminated soil and groundwater, as defined by Chapter 62-780 Florida Administrative Code (F.A.C.), exist on the Restricted Property. DOE continues monitoring groundwater in accordance with the Long-Term Surveillance and Maintenance Plan.

E. The intent of the restrictions in this Declaration is to reduce or eliminate the risk of exposure to users or occupants of the Restricted Property and to the environment of the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. The FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration, and any necessary amendments thereto, and the achievement of site rehabilitation in accordance with Chapter 62-780. The FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of chemicals of concern increase above the levels approved in the Order, or if a subsequent discharge occurs at the Restricted Property, the FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. FL6 890 090 008 (PIN12) can be found by contacting the appropriate FDEP district office or bureau.

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Restricted Property that an Order be obtained for the Building 100 Area SWMUs and that the Restricted Property be held subject to certain restrictions and engineering controls, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce the FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. GRANTOR hereby imposes on the Restricted Property the following restrictions:

a.i. There shall be no use of or access to the groundwater under the Restricted Property unless pre-approved in writing by FDEP's Division of Waste Management ("DWM") in addition to any authorizations required by the Division of Water Resource Management ("DWRM") and the Water Management District ("WMD").

a.ii. For any dewatering activities on the Restricted Property a plan approved by FDEP's DWM must be in place to address and ensure the appropriate handling, treatment and disposal of any extracted groundwater that may be contaminated.

a.iii. Attached as Exhibit B, and incorporated by reference herein, is a Survey identifying the size and location of existing stormwater swales, stormwater detention or retention facilities, and ditches on the Restricted Property. Such existing stormwater features shall not be altered, modified or expanded, and there shall be no construction of new stormwater swales, stormwater detention or retention facilities or ditches on the Restricted Property without prior written approval from FDEP's DWM in addition to any authorizations required by the DWRM and the WMD. A revised exhibit must be recorded when any stormwater feature is altered, modified, expanded, or constructed.

b.i. The area of soil contamination associated with free product on the Restricted Property is shown in Exhibit A and is beneath Building 100. This area shall be permanently covered and maintained with an impermeable material that prevents human exposure and prevents water infiltration (hereinafter referred to as "the Engineering Control"). An Engineering Control Maintenance Plan ("ECMP") approved by the Department shall be maintained that includes the frequency of inspections and monitoring and the criteria for determining when the Engineering Control has failed. A revised or amended ECMP should be developed as needed. The approved ECMP is included as Exhibit C.

b.ii. Excavation and construction is not prohibited on the Restricted Property provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62-780, F.A.C. and any other applicable local, state, and federal requirements. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas. For any dewatering activities, a plan approved by FDEP's DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated. Nothing in this Declaration shall prevent, limit or restrict any excavation or construction at or below the surface outside the boundary of the Restricted Property.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Restricted Property at reasonable times and with at least 24-hours notice to the GRANTOR. Access to the Property is granted by an adjacent public right of way via Bryan Dairy Road.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Restricted Property, run with the land and with the title to the Restricted Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Restricted Property or any part thereof. The FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the FDEP to exercise its right in the event of the failure of the GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and the FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by DOE and/or any party that establishes proper standing. If the GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, the GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Restricted Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Restricted Property.

6. In order to ensure the perpetual nature of these restrictions, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance within the Restricted Property, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Restricted Property, the GRANTOR agrees to notify in writing all proposed tenants of the Restricted Property of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must have been achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR and the FDEP and be recorded by the real property owner as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other

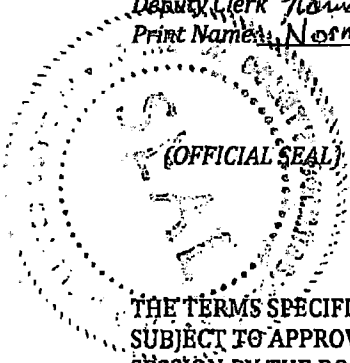
provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Restricted Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. GRANTOR also covenants and warrants that the Restricted Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration or that is superior to the restrictive covenant described in this Declaration.

[DECLARATION EXECUTED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Pinellas County Industrial Development Authority
has executed this instrument, this 10th day of September, 2015

ATTEST: KEN BURKE
Clerk of the Circuit Court
Deputy Clerk Norman D. Long
Print Name: Norman D. Long



THE TERMS SPECIFIED HEREIN ARE
SUBJECT TO APPROVAL IN OPEN
SESSION BY THE BOARD OF COUNTY
COMMISSIONERS,
PINELLAS COUNTY, FLORIDA

GRANTOR
PINELLAS COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY d/b/a
PINELLAS COUNTY ECONOMIC
DEVELOPMENT AUTHORITY,

by and
through its Board of County Commissioners

By: John Morroni
Name: John Morroni, Chairman

Address:
Young - Rainey STAR Center
7887 Bryan Dairy Road, Suite 120
Largo, Florida 33777

APPROVED AS TO FORM:
OFFICE OF THE COUNTY ATTORNEY

By: Cheryl Whaley
Managing Assistant County Attorney

Signed, sealed and delivered in the presence of:

Bernie Young Date: 9-10-15

Witness
Print Name: Bernie C. Young

Brian Lowack Date: 9/10/15

Witness
Print Name: BRIAN LOWACK

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 10th day of September
2015 by John Morroni

Personally Known OR Produced Identification _____

Type of Identification Produced _____

Bernie C. Young
Signature of Notary Public



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Approved as to form by:

By:

Toni Sturtevant

John Coates

Toni Sturtevant, Asst. General Counsel
Office of General Counsel

JOHN COATES,
Assistant Division Director

Dept. of Environmental Protection
Division of Waste Management
2600 Blairstone Road
Tallahassee, FL 32399-2400

Signed, sealed, and delivered in
in the presence of:

Wayne S. Kiger

Daniel S. Shores

Witness Signature

Witness Signature

WAYNE S. KIGER

Daniel S. Shores

Printed Name

Printed Name

9/16/15

9/16/2015

Date

Date

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 16th day of SEPTEMBER, 2015, by JOHN COATES, who is personally known to me.



JUDITH PENNINGTON
MY COMMISSION # FF 215917
EXPIRES: March 31, 2019
Bonds Through Notary Services

Judith Pennington

Notary Public, State of Florida at Large

**EXHIBIT A
LEGAL DESCRIPTION AND ILLUSTRATION OF
RESTRICTED PROPERTY**

DESCRIPTION:

A portion of Section 13, Township 30 South, Range 15 East, Pinellas County, Florida being more particularly described as follows:



Commence at the East 1/4 corner of Section 13, Township 30 South, Range 15 East, Pinellas County, Florida; thence N 89°46'54" W a distance of 105.99 feet along the East - West Mid Section line of said Section 13 to a point; thence N 00°13'06" E a distance of 75.41 feet to the Point of Beginning; said point being on the North right of way line of Bryan Dairy Road per Pinellas County Public Works, Division of Survey and Mapping, Specific Purpose Survey of Bryan Dairy Road, dated March 15, 2010; thence along said North right of way line the following seven (7) courses and distances : N 88°48'13" W a distance of 273.00 feet; thence N 89°47'03" W a distance of 141.79 feet; thence S 88°27'16" W a distance of 104.59 feet; thence N 00°12'58" E a distance of 25.70 feet; thence N 89°47'05" W a distance of 62.84 feet; thence S 00°12'36" W a distance of 3.00 feet; thence N 89°47'04" W a distance of 5.19 feet; thence leaving said right of way line N 00°14'39" E a distance of 250.65 feet; thence N 89°47'59" W a distance of 669.38 feet; thence N 00°13'50" E a distance of 549.16 feet; thence S 89°48'02" E a distance of 997.64 feet; thence S 00°22'10" W a distance of 324.62 feet; thence N 89°52'37" E a distance of 297.32 feet to a point on the West right of way line of Belcher Road as shown on said Specific Purpose Survey of Bryan Dairy Road; thence along said West right of way line that following four (4) courses and distances : S 00°17'41" E a distance of 181.05 feet; thence S 08°48'30" W a distance of 50.57 feet; thence S 00°17'40" E a distance of 235.77 feet; thence S 44°41'49" W a distance of 48.24 feet to the Point of Beginning.

Containing: 17.93 acres, more or less.

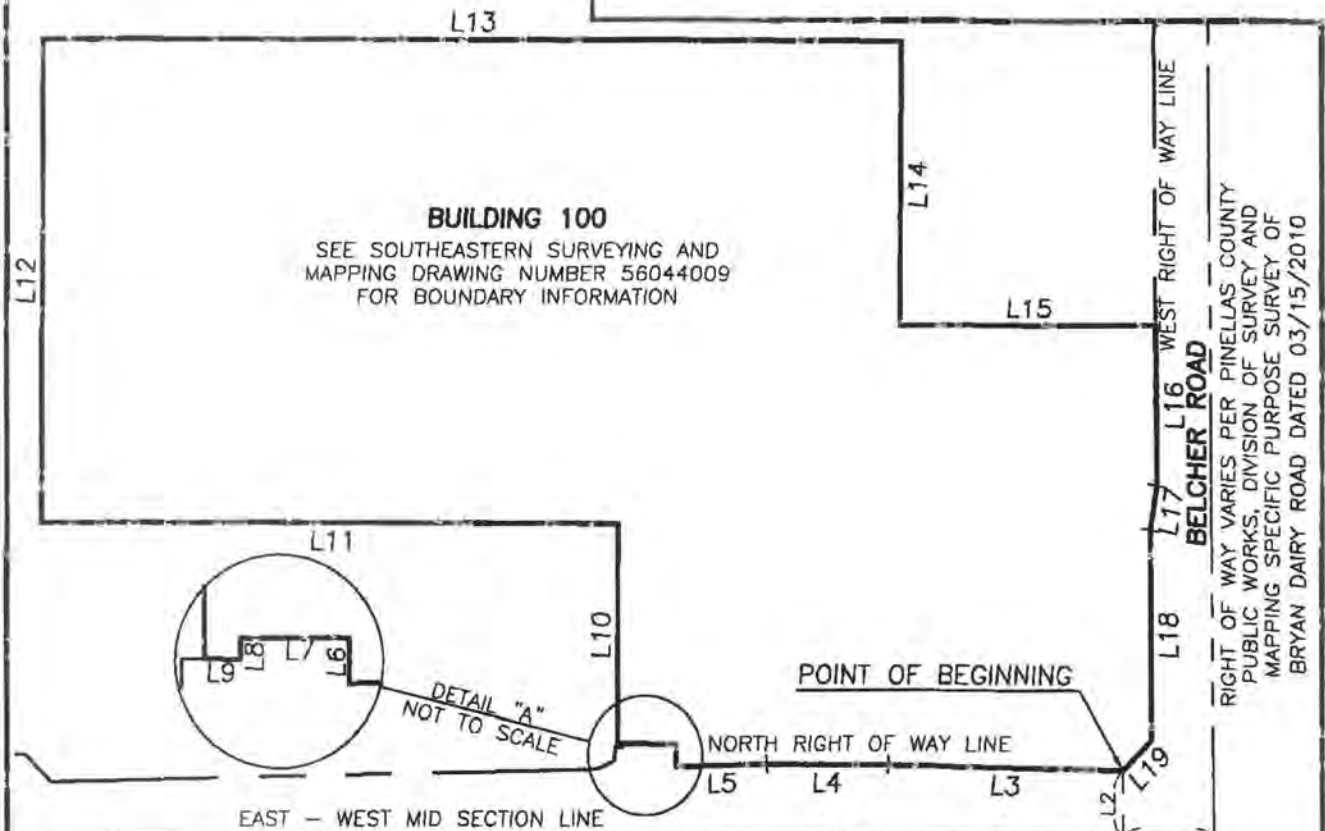
SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the East - West Mid Section line of Section 13, Township 30 South, Range 15 East, Pinellas County, being North 89°46'54" West.

2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17.050-.052 requirements.

DESCRIPTION FOR Stoller Newport News Nuclear (SN3)	Date: August 13, 2015		56044014  SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 10770 North 48th Street, Suite C-300 Tampa, Florida 33617 (813) 898-2711 Certification Number 1B2108 Email: www.southeasternsurveying.com  CHARLES M. ARNETT Registered Land Surveyor Number 6884
	Job Number: 56044	Scale: 1" = 200'	
	Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

SKETCH OF DESCRIPTION



BRYAN DAIRY ROAD
RIGHT OF WAY VARIES PER PINELLAS COUNTY PUBLIC WORKS,
DIVISION OF SURVEY AND MAPPING SPECIFIC PURPOSE
SURVEY OF BRYAN DAIRY ROAD DATED 03/15/2010

POINT OF COMMENCEMENT
EAST 1/4 CORNER OF
SECTION 13-30-15

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°46'54"W	105.99'
L2	N00°13'06"E	75.41'
L3	N88°48'13"W	273.00'
L4	N89°47'03"W	141.79'
L5	S88°27'16"W	104.59'
L6	N00°12'58"E	25.70'
L7	N89°47'05"W	62.84'
L8	S00°12'36"W	3.00'
L9	N89°47'05"W	5.19'
L10	N00°14'39"E	250.65'

LINE TABLE		
LINE #	BEARING	LENGTH
L11	N89°47'59"W	669.38'
L12	N00°13'50"E	549.16'
L13	S89°48'02"E	997.64'
L14	S00°22'10"W	324.62'
L15	N89°52'37"E	297.32'
L16	S00°17'41"E	181.05'
L17	S08°48'30"W	50.57'
L18	S00°17'40"E	235.77'
L19	S44°41'49"W	48.24'

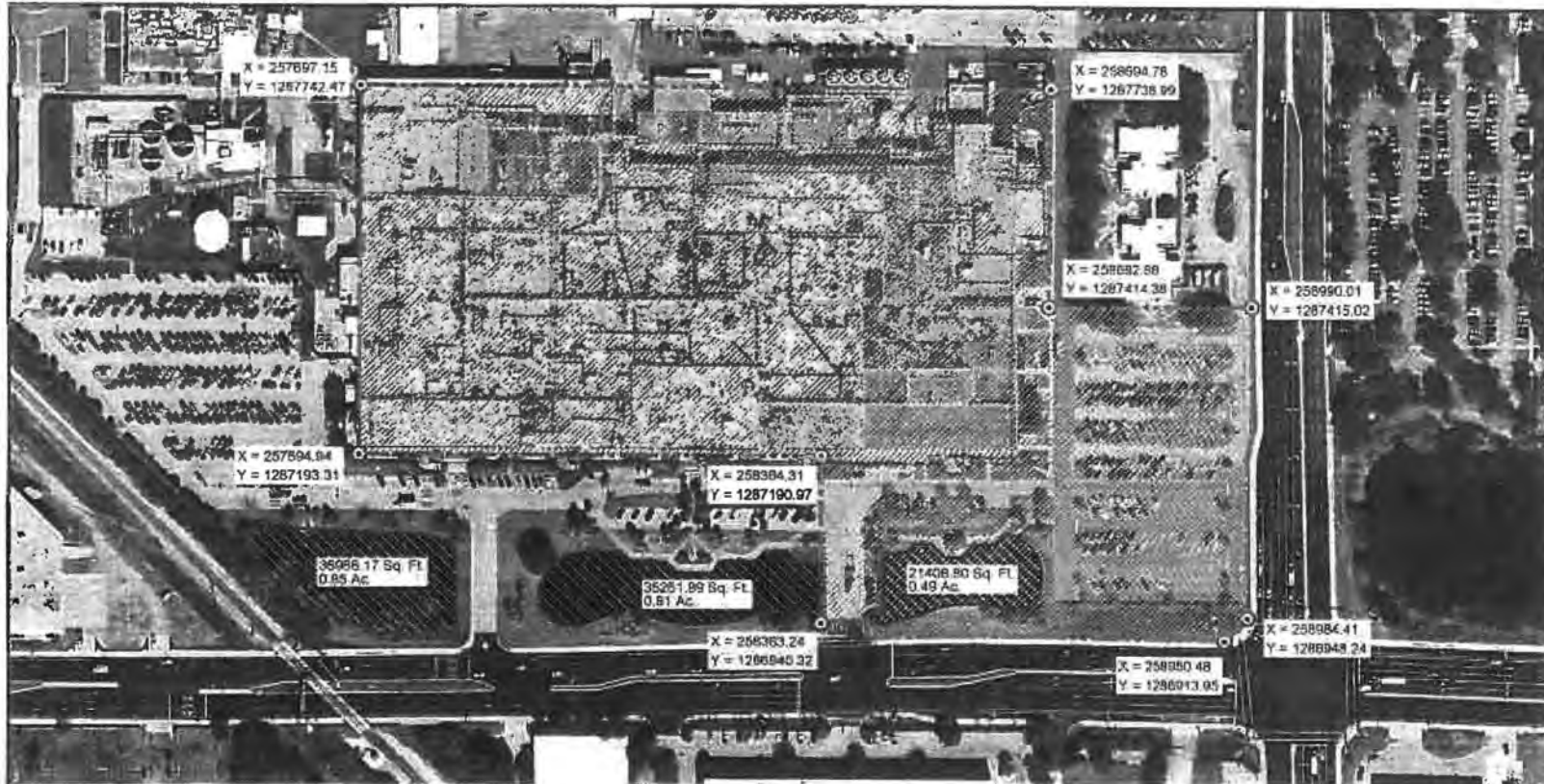


SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580 Certification Number LB2108
e-mail: info@southeasternsurveying.com

Drawing Number 56044014
Job No. 56044
Date: 08/13/2015
SHEET 2 OF 2
See Sheet 1 for Description

NOT VALID WITHOUT SHEET 1
THIS IS NOT A SURVEY

**EXHIBIT B
STORMWATER FEATURES**

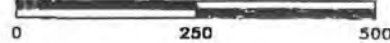


Legend

- CORNER (COORDINATES IN STATE PLANE FLORIDA WEST (FEET))
- RESTRICTED PROPERTY BOUNDARY
- ▨ RESTRICTED PROPERTY
- PONDS



SCALE IN FEET



M:\PIN\041\0007\23\000\N01821\N01821AA.DWG 08/19/15 2:31pm whitneyj

U.S. DEPARTMENT OF ENERGY GRAND JUNCTION, COLORADO	Work Performed by S.M. Staller Corporation Under DOE Contract No. DE-AM01-07LM00080
	Exhibit B Stormwater Features Building 100 Area SWMU Pinellas, FL, Site
DATE PREPARED: August 19, 2015	FILENAME: N01821AA

EXHIBIT C
ENGINEERING CONTROLS AND MAINTENANCE PLAN

**YOUNG – RAINEY STAR CENTER
ENGINEERING CONTROL MAINTENANCE PLAN
FOR THE BUILDING 100 AREA SWMUs**

Introduction

This document is the Engineering Control Maintenance Plan (ECMP) for the Building 100 Area Solid Waste Management Units (SWMUs) at the Young-Rainey STAR Center (STAR Center). The STAR Center is a former U.S. Department of Energy facility that is now owned by the Pinellas County Industrial Development Authority. The Building 100 Area SWMUs are located at the southeast corner of the STAR Center.

The plan has been prepared in accordance with the requirements of the Florida Department of Protection (FDEP) Chapter 62-780.680, Florida Administrative Code (F.A.C.) and the FDEP Department of Waste Management Institutional Controls Procedures Guidance, dated November 2013 (DWM IC Guidance). The activities related to the integrity and maintenance of the engineering control (concrete foundation) that occupies the area where source materials exist above the Chapter 62-777, F.A.C. Table II Soil Cleanup Target Levels (SCTLs) and Table I Groundwater Cleanup Target Levels (GCTLs) on site.

Description of Area of Concern

The Building 100 Area is made up of two SWMUs: the Industrial Drain Leaks/Building 100 (PIN12) and the Old Drum Storage Site (PIN06). The Industrial Drain Leaks/Building 100 Area lies beneath and adjacent to the northwest corner of the main building concrete foundation, which covers approximately 11 acres, located near the southeast corner of the STAR Center. Building 100 is the most notable feature of the STAR Center, having housed the majority of the laboratory and production facilities during DOE operation of the facility. Building 100 contained individual drain systems used for health physics, chemical, sanitary, and storm water wastes. Leaks from these drain systems caused some of the contamination at the Building 100 Area. The drain systems were flushed, grouted, and abandoned by 1997, and some of the chemical drain systems were replaced by an aboveground system that currently is in use (DOE 1997b).

The Old Drum Storage Site is located at the northwest corner of the Building 100 Area and is the former location of a concrete storage pad. This area was equipped with a drain and containment system and was used to store hazardous waste. The waste stored at this location included methylene chloride, ignitable liquids, arsenic, and calcium chromate solids. Empty drums containing residual waste solvents also were stored in this area.

Description of Engineering Control

The institutional controls implemented for this facility will include the SWMUs underneath the concrete foundation of Building 100. The engineering control area is shown on Attachment 1. The impervious concrete surface over the SWMUs serves as a barrier to prevent direct human contact with impacted soil and groundwater that might otherwise pose a threat to human health. Based on the current and future use of the property, the barriers should function as intended unless disturbed. Global Positioning System (GPS) coordinates based on the review of the Google Earth aerial for the property describes the boundary of the engineering controlled area as follows: *27° 52' 29.04" North and -82° 44' 59.42" West; 27° 52' 29.02" North and -82° 44'*

55.31" West; 27° 52' 27.77" North and -82° 44' 55.33" West; 27° 52' 27.90" North and -82° 44' 48.86" West; 27° 52' 23.65" North and -82° 44' 48.87" West; and 27° 52' 23.61" North and -82° 44' 59.37" West.

Certification of Engineering Control

This Engineering Control Maintenance Plan was reviewed and approved by a professional engineer licensed in the State of Florida. This certification is included as Attachment 2.

Inspections

Inspection and maintenance of the engineering control will be conducted by the property owner or the owner's designee in accordance with DWM IC Guidance. The site owner will maintain all building maintenance records that affect the integrity of the building for a period of five years from the date of maintenance activity. The property owner or their representative will review pertinent maintenance records and inspect the engineering control at least once per year, and a record of this inspection will be maintained by the site owner for a period of five years following the date of inspection. The inspection record must include the date of the inspection, the name of the inspector, the inspection results, and a description of any deficiencies and associated remedies. A copy of the inspection record will be kept at the address of the property owner and available for submittal or inspection by FDEP representatives upon their request. Failure criteria for the engineering control will consist of uncontrolled breaches in the building.

Maintenance

If problems are noted during the inspections, repairs will be scheduled as soon as practical. Repairs can include patching and filling, and/or construction operations. In the event that necessary maintenance activities expose the underlying soil and/or groundwater, the owner must inform maintenance workers of the direct contact exposure hazard and provide them with appropriate personal protection equipment ("PPE"). The owner must also sample (laboratory analysis) any soil excavated or groundwater extracted from the site prior to disposal to ascertain if impacted soil and/or groundwater remains on-site. The soil and/or groundwater must be treated, stored, and disposed of by the owner in accordance with applicable local, state, and federal laws.

In the event the impervious surface overlying the impacted SWMUs is removed and replaced, the replacement barrier must be equally impervious. Any replacement barrier will be subject to the same maintenance and inspection guidelines as outlined in this ECMP, unless indicated otherwise by the FDEP, or its successor. The property owner, in order to maintain the integrity of the impervious surface, will maintain a copy of this ECMP on-site and make it available to all interested parties (i.e., on-site employees, contractors, future property owners, and county and/or state regulators etc.) for viewing. The following activities are prohibited on any portion of the property where pavement, a building foundation, soil cover, and/or engineered cap is required unless prior written approval has been obtained from the FDEP: 1) removal of the existing barrier; 2) replacement with another barrier; 3) excavating or grading of the land surface; 4) filling on capped or paved areas; or 5) construction or placement of a building or other structure. This ECMP can be amended or withdrawn by the property owner and its successors with the written approval from the FDEP.

Contingency Plan

If future actions at the site will result in a significant reduction of the effectiveness of the engineering control, a contingency plan will be implemented by the property owner. Such future detrimental actions include modifications to the footprint of Building 100, site redevelopment, and any other actions that would substantially alter or damage the engineering control.

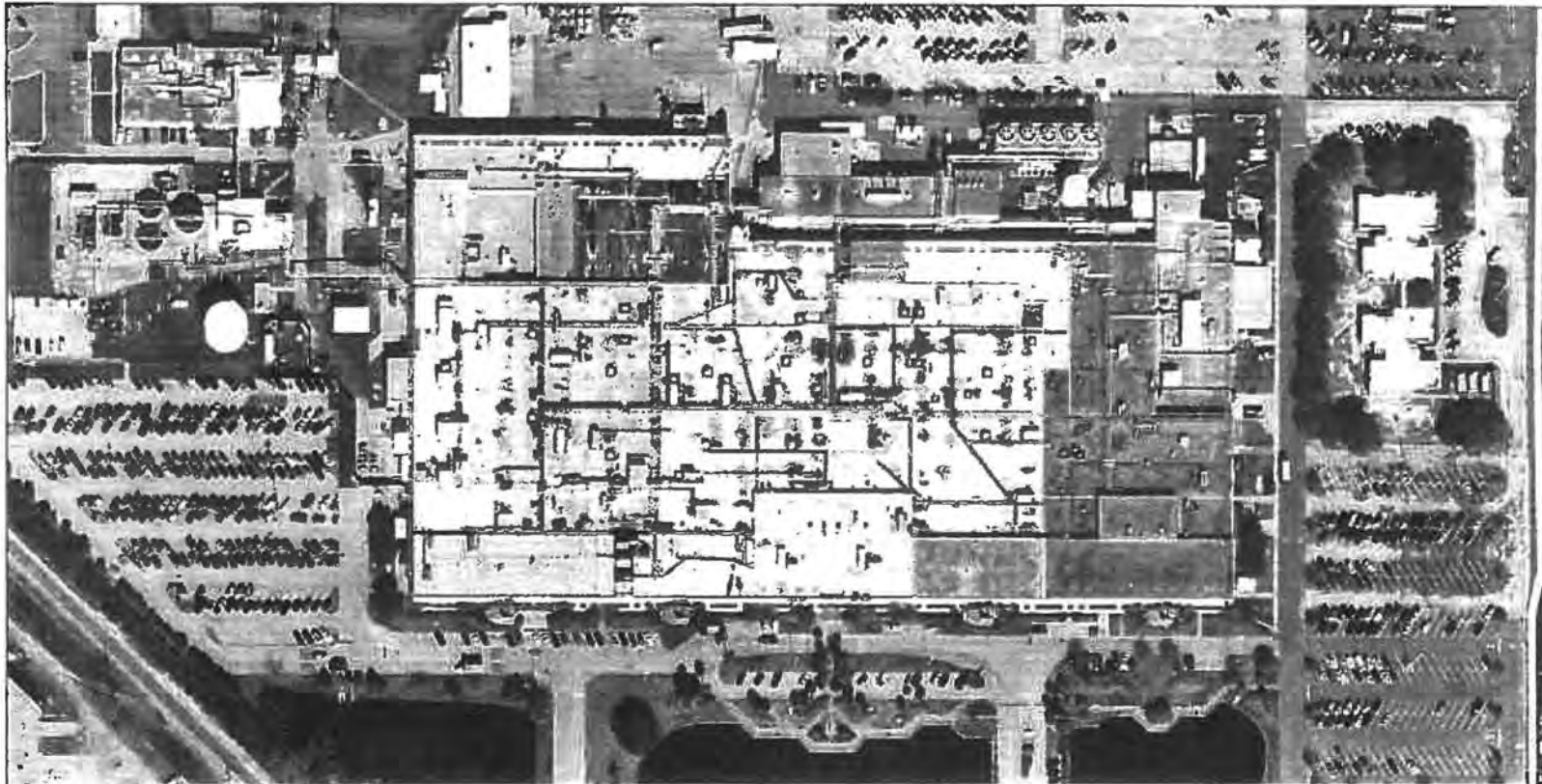
This contingency plan includes the following items.

- A plan describing the proposed action will be submitted to the FDEP for approval.
- If the change to the engineering control is temporary, the plan will describe how the engineering control will be repaired to its original state.
- If the change is permanent, the plan will describe how the altered engineering control will remain effective.
- The plan will describe how any contaminated soil or groundwater, if encountered, will be disposed of.

At some time in the future, it may be possible to remove or remediate the source of contamination under Building 100. After the source is gone, an engineering control may no longer be needed.

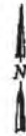
Attachment 1

**Location of Engineering Control, Building 100 Area SWMU
Pinellas, Florida, Site.**

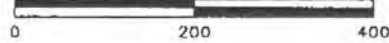


Legend

----- ENGINEERING CONTROL BOUNDARY



SCALE IN FEET



M: \PIN\041\0007\23\000\N01822\N01822AA-MOA.DWG 03/10/14 09:52am whitneyj

U.S. DEPARTMENT OF ENERGY
GRAND JUNCTION, COLORADO

Work Performed by
S.M. Stoller Corporation
Under DOE Contract
No. DE-AM01-07LM00060

Attachment 1 Location of Engineering Control
Building 100 Area SWMU
Pinellas, FL, Site

DATE PREPARED:
March 10, 2014

FILENAME:
N01822AA-MOA

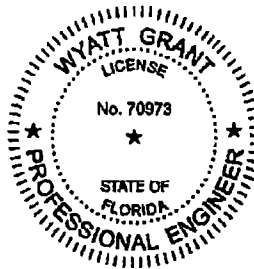
Attachment 2

Engineering Control Certification

**CERTIFICATION
FLORIDA REGISTERED PROFESSIONAL ENGINEER**

**ENGINEERING CONTROL MAINTENANCE PLAN
YOUNG – RAINEY STAR CENTER
BUILDING 100 AREA SWMU_s
LARGO, PINELLAS COUNTY, FLORIDA**

I, Wyatt G. Grant, P.E. #70973, certify that I currently hold an active license in the State of Florida and am competent through education or experience to provide the engineering service contained in this report. I further certify that, in my professional judgment, this report meets the requirements of the applicable sections of Chapter 62-780 Florida Administrative Code, and was prepared by me or under my responsible charge. Moreover, I certify that TankTek, Inc. (dba EnviroTek, Inc.) holds an active certificate of authorization to provide the engineering service.



A handwritten signature in black ink, appearing to read "Wyatt Grant".

Wyatt G. Grant, P.E.
PE License No: 70973
EnviroTek
3007 North 50th Street
Tampa, Florida 33619
Date: 4/30/2015

I, KENNETH P. BURKE, Clerk of the Circuit Court and Clerk Ex-Officio, Board of County Commissioners, do hereby certify that the above and foregoing is a true and correct copy of the original as it appears in the official files of the Board of County Commissioners of Pinellas County, Florida. Witness my hand and seal of said County FL this _____ day of _____ A.D. 20____.

KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners Pinellas County, Florida.

By _____ Deputy Clerk

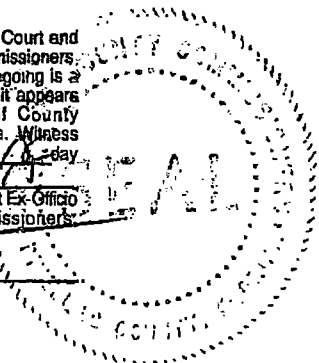


EXHIBIT "H"

RESTRICTIVE COVENANT – NORTHEAST PROPERTY

[Attached]

Exhibit "H"

THIS INSTRUMENT PREPARED BY:

F. JOSEPH ULLO, JR., ESQUIRE
LEWIS, LONGMAN & WALKER, P.A.
315 SOUTH CALHOUN STREET,
SUITE 830
TALLAHASSEE, FL 32202
(850) 222-5702

**DECLARATION OF RESTRICTIVE COVENANT
NORTHEAST SITE SOLID WASTE MANAGEMENT UNIT**

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 16 day of September, 2015, by the Pinellas County Industrial Development Authority, a Special District created pursuant to Part III, Chapter 159, Florida Statutes, d/b/a PINELLAS COUNTY ECONOMIC DEVELOPMENT AUTHORITY, (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of Pinellas, State of Florida, more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter the "Restricted Property").

B. The FDEP Facility Identification Number for the Restricted Property is FL6 890 090 008 (PIN15). The facility name at the time of this Declaration is U.S. Department of Energy ("DOE") Northeast Site Solid Waste Management Unit ("SWMU") which is in the northeastern portion of the Young - Rainey STAR Center. This Declaration addresses discharges that were reported to the USEPA on December 14, 1987.

C. The discharge of chlorinated solvents on the Restricted Property/Northeast Site SWMU is documented in the following reports that are incorporated by reference.

1. Long-Term Surveillance and Maintenance Plan for the Pinellas Site November 2012, submitted by the U.S. DOE.

2. **Sitewide Environmental Monitoring, Semiannual Progress Reports for the Young – Rainey STAR Center, submitted by the U.S. DOE and dated December 2012 through May 2013**
3. **Closure Monitoring Plan for the Northeast Site and 4.5 Acre Site, dated September 2009, submitted by the U.S. Department of Energy.**
4. **Interim Remedial Action for Source Removal at the Northeast Site Final Report, dated August 2009, submitted by the U.S. Department of Energy.**
5. **Final Report Northeast Site Area B NAPL Remediation Project at the Young – Rainey STAR Center, Largo, Pinellas County, Florida, dated April 2007, submitted by the U.S. Department of Energy.**

D. The reports noted in Recital C set forth the nature and extent of the contamination that is located on the Restricted Property. These reports confirm that contaminated groundwater, as defined by Chapter 62-780 Florida Administrative Code (F.A.C.), exists on the Restricted Property. Also, these reports document that the groundwater contamination does not extend beyond the Restricted Property boundaries and that the groundwater contamination does not exceed $\frac{1}{4}$ -acre, and that the groundwater contamination is not migrating.

E. The intent of the restrictions in this Declaration is to reduce or eliminate the risk of exposure to users or occupants of the Restricted Property and to the environment of the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. The FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration and achievement of site rehabilitation in accordance with Chapter 62-780 F.A.C. The FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of chemicals of concern increase above the levels approved in the Order, or if a subsequent discharge occurs at the Restricted Property, the FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. FL6 890 090 008 (PIN15) can be found by contacting the appropriate FDEP district office or bureau.

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Restricted Property that the Order be obtained for the Northeast Site SWMU and that the Restricted Property be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce the FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. GRANTOR hereby imposes on the Restricted Property the following restrictions:

a.i. There shall be no use of or access to the groundwater under the Restricted Property unless pre-approved in writing by FDEP's Division of Waste Management ("DWM") in addition to any authorizations required by the Division of Water Resource Management ("DWRM") and the Water Management District ("WMD").

a.ii. For any dewatering activities on the Restricted Property a plan approved by FDEP's DWM must be in place to address and ensure the appropriate handling, treatment and disposal of any extracted groundwater that may be contaminated.

a.iii. There shall be no construction of new stormwater swales, stormwater detention or retention facilities, or ditches on the Restricted Property without prior written approval from FDEP's DWM in addition to any authorizations required by DWRM and the WMD.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Restricted Property at reasonable times and with reasonable notice to the GRANTOR. Access to the Property is granted by an adjacent public right of way via 114th Avenue or Bryan Dairy Road.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Restricted Property, run with the land and with the title to the Restricted Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Restricted Property or any part thereof. The FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the FDEP to exercise its right in the event of the failure of the GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and the FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by U.S. DOE and/or any party that establishes proper standing. If the GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, the GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally,

GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Restricted Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Restricted Property.

6. In order to ensure the perpetual nature of these restrictions, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance within the Restricted Property, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Restricted Property, the GRANTOR agrees to notify in writing all proposed tenants of the Restricted Property of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must have been achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR and the FDEP and be recorded by the real property owner as an amendment hereto.

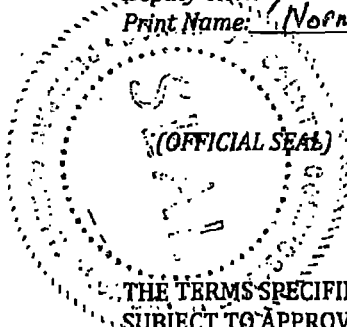
8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Restricted Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. GRANTOR also covenants and warrants that the Restricted Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration or that is superior to the restrictive covenant described in this Declaration.

[DECLARATION EXECUTED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, {{GRANTOR}} has executed this instrument, this 10th day of September, 2015

ATTEST: KEN BURKE
Clerk of the Circuit Court
Deputy Clerk Norman D. Jay
Print Name: Norman D. Jay



THE TERMS SPECIFIED HEREIN ARE SUBJECT TO APPROVAL IN OPEN SESSION BY THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, FLORIDA

GRANTOR
PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY d/b/a
PINELLAS COUNTY ECONOMIC DEVELOPMENT AUTHORITY,

by and through its Board of County Commissioners

By: John Morroni
Name: John Morroni, Chairman

Address:
Young - Rainey STAR Center
7887 Bryan Dairy Road, Suite 120
Largo, Florida 33777

APPROVED AS TO FORM:
OFFICE OF THE COUNTY ATTORNEY

By: Cheryl Hunt
Managing Assistant County Attorney

Signed, sealed and delivered in the presence of:

Bernie C Young Date: 9-10-15
Witness
Print Name: Bernie C Young

Brian Lowack Date: 9/10/15
Witness
Print Name: BRIAN LOWACK

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 10th day of September 2015 by John Morroni.
Personally Known OR Produced Identification _____
Type of Identification Produced _____

Bernie C Young
Signature of Notary Public



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Approved as to form by:

By:

Toni Sturtevant

John Coates

Toni Sturtevant, Asst. General Counsel
Office of General Counsel

JOHN COATES,
Assistant Division Director

Dept. of Environmental Protection
Division of Waste Management
2600 Blairstone Road
Tallahassee, FL 32399-2400

Signed, sealed, and delivered in
in the presence of:

Wayne S. Kiser

Daniel S. Shores

Witness Signature

Witness Signature

WAYNE S. KISER

Daniel S. Shores

Printed Name

Printed Name

9/16/15

9/16/2015

Date

Date

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 16th day of SEPTEMBER, 2015, by JOHN COATES, who is personally known to me.



JUDITH PENNINGTON
MY COMMISSION # FF 215017
EXPIRES: March 31, 2018
Bonded thru Budget Notary Service

Judith Pennington

Notary Public, State of Florida at Large

EXHIBIT A
LEGAL DESCRIPTION AND ILLUSTRATION OF
RESTRICTED PROPERTY

SCHEDULE A

DESCRIPTION:


A portion of Section 13, Township 30 South, Range 15 East, Pinellas County, Florida being more particularly described as follows :

Commence at the East 1/4 corner of Section 13, Township 30 South, Range 15 East, Pinellas County, Florida; thence N 00°17'23" W a distance of 2004.71 feet along the East line of Northeast 1/4 of said Section 13 to a point on the North line of the South 1/2 of the SW 1/4 of the NE 1/4 of the NE 1/4 of said Section 13; thence N 89°10'14" W a distance of 342.03 feet along the North line of said South 1/2 of the SW 1/4 of the NE 1/4 of the NE 1/4 to the Point of Beginning; thence leaving said North line S 00°18'06" E a distance of 571.35 feet; thence N 89°52'00" W a distance of 388.14 feet; thence N 00°00'00" E a distance of 576.02 feet to a point on aforesaid North line; thence S 89°10'14" E a distance of 385.18 feet along said North line to the Point of Beginning.

Containing: 5.09 acres, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the East line of Northeast 1/4 of Section 13, Township 30 South, Range 15 East, Pinellas County, Florida, being North 00°17'23" West.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17.050-.052 requirements.

<p>DESCRIPTION</p> <p>FOR</p> <p>Stoller Newport News Nuclear (SN3)</p>	Date: August 13, 2015		 <p>56044013</p> <p>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 10770 North 48th Street, Suite C-300 Tampa, Florida 33617 (813) 898-2711 Certification Number LB2108 Email: www.southeasternsurveying.com</p> <p><i>Charles M. Arnett</i></p> <p>CHARLES M. ARNETT Registered Land Surveyor Number 6884</p>
	Job Number: 56044	Scale: 1" = 100'	
	Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

SKETCH OF DESCRIPTION

S89°10'14"E 385.18'

POINT OF BEGINNING

N89°10'14"W 342.03'
NORTH LINE OF THE SOUTH 1/2
OF THE NE 1/4 OF THE NE 1/4
OF SECTION 13-30-15

N00°00'00"E 576.02'

NORTHEAST PARCEL
SEE SOUTHEASTERN SURVEYING AND
MAPPING DRAWING NUMBER 56044008
FOR BOUNDARY INFORMATION

S00°18'06"E 571.35'

EAST LINE OF NE 1/4
OF SECTION 13-30-15
N00°17'23"W 2004.71'



RANGE 15 EAST
RANGE 16 EAST

N89°52'00"W 388.14'

POINT OF COMMENCEMENT

EAST 1/4 CORNER OF
SECTION 13-30-15

Drawing Number 56044013
Job No. 56044
Date: 08/13/2015
SHEET 2 OF 2
See Sheet 1 for Description

NOT VALID WITHOUT SHEET 1
THIS IS NOT A SURVEY



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8560 Certification Number LB2108
e-mail: info@southeasternsurveying.com

I, KENNETH P. BURKE, Clerk of the Circuit Court and Clerk Ex-Officio, Board of County Commissioners, do hereby certify that the above and foregoing is a true and correct copy of the original as it appears in the official files of the Board of County Commissioners of Pinellas County, Florida. Witness my hand and seal of said County FL this _____ day of _____ A.D. 20____.

KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio
Clerk of the Board of County Commissioners
Pinellas County, Florida.

By [Signature]
Deputy Clerk

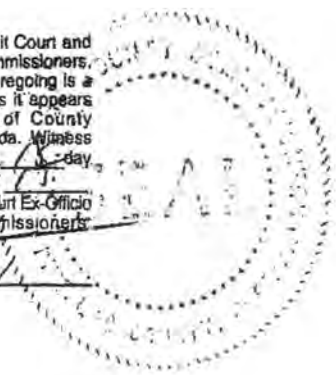


EXHIBIT "I"

RESTRICTIVE COVENANT – WWNA PROPERTY

[Attached]

Exhibit "I"

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2015270106 09/18/2015 at 02:45 PM
OFF REC BK: 19926 PG: 870-879
DocType:RST

THIS INSTRUMENT PREPARED BY:

F. JOSEPH ULLO, JR., ESQUIRE
LEWIS, LONGMAN & WALKER, P.A.
315 SOUTH CALHOUN STREET,
SUITE 830
TALLAHASSEE, FL 32301
(850) 222-5702

**DECLARATION OF RESTRICTIVE COVENANT
WASTEWATER NEUTRALIZATION AREA SOLID WASTE MANAGEMENT UNIT**

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 16 day of September, 2015, by the Pinellas County Industrial Development Authority, a Special District created pursuant to Part III, Chapter 159, Florida Statutes, d/b/a PINELLAS COUNTY ECONOMIC DEVELOPMENT AUTHORITY, (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of Pinellas, State of Florida, more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter the "Restricted Property").

B. The FDEP Facility Identification Number for the Restricted Property is FL6 890 090 008 (PIN18). The facility name at the time of this Declaration is U.S. Department of Energy ("DOE") Wastewater Neutralization Area ("WWNA") Solid Waste Management Unit ("SWMU") and it currently operates as the Young - Rainey STAR Center Industrial Wastewater Neutralization Facility ("IWNF") which is a Pinellas County permitted discharge facility (Permit Number IE-3002-09/12). This Declaration addresses a discharge that was reported to the USEPA on April 7, 1993.

C. The discharge of chlorinated solvents and metals on the Restricted Property/WWNA SWMU is documented in the following reports that are incorporated by reference.

1. Long-Term Surveillance and Maintenance Plan for the Pinellas Site, November 2012, submitted by the U.S. DOE.

2. Sitewide Environmental Monitoring, Semiannual Progress Reports for the Young - Rainey STAR Center, submitted by the U.S. DOE and dated December 2012 through May 2013.
3. Young - Rainey STAR Center Wastewater Neutralization Area No Further Action With Controls Proposal, dated January 2007, submitted by the U.S. DOE.
4. Wastewater Neutralization Area/Building 200 Area Corrective Measures Implementation Plan Addendum, submitted by the U.S. DOE.

D. The reports noted in Recital C set forth the nature and extent of the contamination that is located on the Restricted Property. These reports confirm that contaminated soil and groundwater as defined by Chapter 62-780 Florida Administrative Code (F.A.C.), exist on the Restricted Property. Also these reports document that the groundwater contamination does not extend beyond the Restricted Property boundaries and that the groundwater contamination does not exceed $\frac{1}{4}$ -acre, and that that the groundwater contamination is not migrating.

E. The intent of the restrictions in this Declaration is to reduce or eliminate the risk of exposure to users or occupants of the Restricted Property and to the environment of the contaminants, and to reduce or eliminate the threat of migration of the contaminants.

F. The FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration and achievement of site rehabilitation in accordance with Chapter 62-780. The FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of chemicals of concern increase above the levels approved in the Order, or if a subsequent discharge occurs at the Restricted Property, the FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. FL6 890 090 008 (PIN18) can be found by contacting the appropriate FDEP district office or bureau.

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Restricted Property that an Order be obtained for the WWNA SWMU and that the Restricted Property be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce the FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. GRANTOR hereby imposes on the Restricted Property the following restrictions:

a. i. There shall be no use of or access to the groundwater under the Restricted Property unless pre-approved in writing by FDEP's Division of Waste Management ("DWM") in addition to any authorizations required by the Division of Water Resource Management ("DWRM") and the Water Management District ("WMD").

a.ii. For any dewatering activities on the Restricted Property a plan approved by FDEP's DWM must be in place to address and ensure the appropriate handling, treatment and disposal of any extracted groundwater that may be contaminated.

a.iii. There shall be no construction of new stormwater swales, stormwater detention or retention facilities or ditches on the Restricted Property without prior written approval from FDEP's DWM in addition to any authorizations required by DWRM and the WMD.

b. Excavation and construction is not prohibited on the Restricted Property provided any contaminated soils that are excavated are removed and properly disposed of pursuant to Chapter 62-780, F.A.C. and any other applicable local, state, and federal requirements. Nothing herein shall limit any other legal requirements regarding construction methods and precautions that must be taken to minimize risk of exposure while conducting work in contaminated areas. Nothing in this Declaration shall prevent, limit or restrict any excavation or construction at or below the surface outside the boundary of the Restricted Property.

c. The following uses are prohibited in the WWNA SWMU as shown in Exhibit A: agricultural use of the land including forestry, fishing and mining; hotels or lodging; recreational uses including amusement parks, parks, camps, museums, zoos, or gardens; residential uses, and educational uses such as elementary or secondary schools, or day care services. These prohibited uses are specifically defined by using the North American Industry Classification System, United States, 2007 (NAICS), Executive Office of the President, Office of Management and Budget. The prohibited uses by code are: Sector 11 Agriculture, Forestry, Fishing and Hunting; Subsector 212 Mining (except Oil and Gas); Code 512132 Drive-In Motion Picture Theaters; Code 51912 Libraries and Archives; Code 53111 Lessors of Residential Buildings and Dwellings; Subsector 6111 Elementary and Secondary Schools; Subsector 623 Nursing and Residential Care Facilities; Subsector 624 Social Assistance; Subsector 711 Performing Arts, Spectator Sports and Related

Industries; Subsector 712 Museums, Historical Sites, and Similar Institutions; Subsector 713 Amusement, Gambling, and Recreation Industries; Subsector 721 Accommodation (hotels, motels, RV parks, etc.); Subsector 813 Religious, Grantmaking, Civic, Professional, and Similar Organizations; and Subsector 814 Private Households.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon and access to the Restricted Property at reasonable times and with reasonable notice to the GRANTOR. Access to the Property is granted by an adjacent public right of way via Bryan Dairy Road.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Restricted Property, run with the land and with the title to the Restricted Property, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Restricted Property or any part thereof. The FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the FDEP to exercise its right in the event of the failure of the GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and the FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by U.S. DOE and/or any other party that establishes proper standing. If the GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, the GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Restricted Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Restricted Property.

6. In order to ensure the perpetual nature of these restrictions, GRANTOR shall reference these restrictions in any subsequent lease or deed of conveyance within the Restricted Property, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Restricted Property, the GRANTOR agrees to notify in writing all proposed tenants of the Restricted Property of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by the FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes

and FDEP rules must have been achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR and the FDEP and be recorded by the real property owner as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Restricted Property in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Property. GRANTOR also covenants and warrants that the Restricted Property is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration or that is superior to the restrictive covenant described in this Declaration.

[DECLARATION EXECUTED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, {{GRANTOR}} has executed this instrument, this 10th day of September, 2015

ATTEST: KEN BURKE
Clerk of the Circuit Court
Deputy Clerk Norman D. [Signature]
Print Name: Norman D. [Signature]



THE TERMS SPECIFIED HEREIN ARE SUBJECT TO APPROVAL IN OPEN SESSION BY THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, FLORIDA

GRANTOR
PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY d/b/a
PINELLAS COUNTY ECONOMIC DEVELOPMENT AUTHORITY,

by and through its Board of County Commissioners

By: [Signature]
Name: John Morroni, Chairman

Address:
Young - Rainey STAR Center
7887 Bryan Dairy Road, Suite 120
Largo, Florida 33777

APPROVED AS TO FORM:
OFFICE OF THE COUNTY ATTORNEY

By: [Signature]
Managing Assistant County Attorney

Signed, sealed and delivered in the presence of:

[Signature] Date: 9-10-15

Witness
Print Name: Bernie C. Young

[Signature] Date: 9/10/15

Witness
Print Name: BRIAN LOWACK

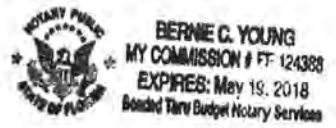
STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 10th day of September 2015 by John Morroni

Personally Known OR Produced Identification _____
Type of Identification Produced _____

[Signature]
Signature of Notary Public



Approved as to form by:

Toni Sturtevant

Toni Sturtevant, Asst. General Counsel
Office of General Counsel

FLORIDA DEPARTMENT OF
ENVIRONMENTAL
PROTECTION

By:

John Coates

JOHN COATES,
Assistant Division Director

Dept. of Environmental Protection
Division of Waste Management
2600 Blairstone Road
Tallahassee, FL 32399-2400

Signed, sealed, and delivered in
in the presence of:

Wayne S. Kiger

Witness Signature

WAYNE S. KIGER

Printed Name

9/16/15

Date

Daniel S. Shores

Witness Signature

Daniel S. Shores

Printed Name

9/16/2015

Date

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 16th day of SEPTEMBER,
2015, by JOHN COATES, who is personally known to me.



JUDITH PENNINGTON
MY COMMISSION # FF 215917
EXPIRES: March 31, 2019
Bonded Thru Budget Notary Service

Judith Pennington

Notary Public, State of Florida at Large

**EXHIBIT A
LEGAL DESCRIPTION AND ILLUSTRATION OF
RESTRICTED PROPERTY**

SCHEDULE A

DESCRIPTION:

A portion of Section 13, Township 30 South, Range 15 East, Pinellas County, Florida being more particularly described as follows:


Commence at the East 1/4 corner of Section 13, Township 30 South, Range 15 East, Pinellas County, Florida; thence N 89°46'54" W a distance of 1351.84 feet along the East - West Mid Section line of said Section 13 to a point on the East line of the SW 1/4 of the NE 1/4 of said Section 13; thence N 00°08'10" E a distance of 588.83 feet along the East line of said SW 1/4 of the NE 1/4 to a point; thence leaving said East line N 89°50'08" W a distance of 77.09 feet to the Point of Beginning; thence continue N 89°50'08" W a distance of 394.00 feet; thence N 00°09'51" E a distance of 286.01 feet, thence S 89°50'08" E a distance of 394.00 feet; thence S 00°09'51" W a distance of 286.01 feet to the Point of Beginning.

Containing: 2.59 acres, more or less.

SURVEYOR'S REPORT:

1. Bearings shown hereon are based on the East - West Mid Section line of Section 13, Township 30 South, RANGE 15 EAST, Pinellas County, being North 89°46'54" West.

2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17.050-.052 requirements.

<p>DESCRIPTION</p>	<p>Date: August 13, 2015</p>	<p>56044012</p>
<p>FOR</p> <p>Stoller Newport News Nuclear (SN3)</p>	<p>Job Number: 56044 Scale: 1" = 100'</p>	 <p>SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 10770 North 40th Street, Suite C-300 Tampa, Florida 33617 (813) 896-2711 Certification Number 1B2108 mail: www.sea@seasurveying.com</p> <p><i>Charles M. Arnett</i></p> <p>CHARLES M. ARNETT Registered Land Surveyor Number 6884</p>
	<p>Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that</p> <p>THIS IS NOT A SURVEY.</p>	
	<p>SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH</p>	

SKETCH OF DESCRIPTION

S89°50'08"E 394.00'

N00°09'51"E 286.01'

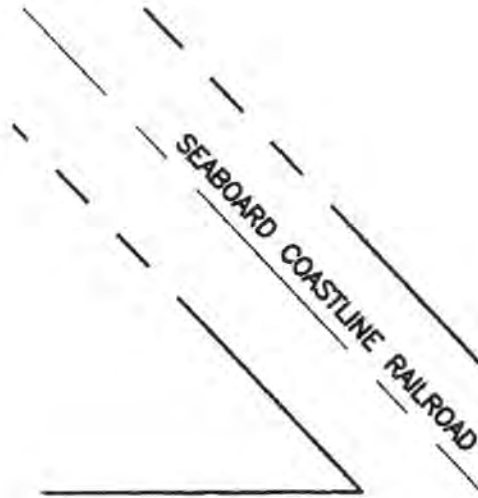
WWNA PARCEL
SEE SOUTHEASTERN SURVEYING AND
MAPPING DRAWING NUMBER 56044007
FOR BOUNDARY INFORMATION

S00°09'51"W 286.01'

POINT OF BEGINNING

N89°50'08"W
77.09'

N89°50'08"W 394.00'



BRYAN DAIRY ROAD

RIGHT OF WAY VARIES PER PINELLAS COUNTY
PUBLIC WORKS, DIVISION OF SURVEY AND
MAPPING SPECIFIC PURPOSE SURVEY OF
BRYAN DAIRY ROAD DATED 03/15/2010

N00°08'10"E 588.83'

EAST LINE OF THE SW 1/4 OF THE
NE 1/4 OF SECTION 13-30-15

POINT OF COMMENCEMENT
EAST 1/4 CORNER OF
SECTION 13-30-15

N89°46'54"W 1351.84'

EAST - WEST MID SECTION LINE



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8560 Certification Number LB2108
e-mail: info@southesternsurveying.com

Drawing Number 56044012
Job No. 56044
Date: 08/13/2015
SHEET 2 OF 2
See Sheet 1 for Description

NOT VALID WITHOUT SHEET 1
THIS IS NOT A SURVEY

I, KENNETH P. BURKE, Clerk of the Circuit Court and Clerk Ex-Officio, Board of County Commissioners, do hereby certify that the above and foregoing is a true and correct copy of the original as it appears in the official files of the Board of County Commissioners of Pinellas County, Florida. Witness my hand and seal of said County FL this _____ day of _____ A.D. 20____.

KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners Pinellas County, Florida.

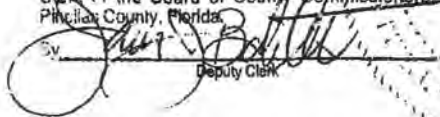
By  Deputy Clerk



EXHIBIT "J"

MEMORANDUM OF AGREEMENT TO CONDUCT CONTINUING OBLIGATIONS

[Attached]

Exhibit "J"

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: **MEMORANDUM OF AGREEMENT TO CONDUCT
CONTINUING OBLIGATIONS**

DATE OF DOCUMENT: _____

GRANTOR: Pinellas County Industrial Development Authority d/b/a
Pinellas County Economic Development Authority

MAILING ADDRESS: Young-Rainey STAR Center
7887 Bryan Dairy Road, Suite 120
Largo, Florida 33777

GRANTEE: United States Department of Energy
MAILING ADDRESS: Office of Legacy Management
ATTN: Scott R. Surovchak
11025 Dover Street, Suite 1000
Westminster, CO 80021.

PROPERTY DRAWING: See Exhibit "A"

**REFERENCE BOOK AND
PAGE (if any):** ****NOT RECORDED****

**MEMORANDUM OF AGREEMENT TO
CONDUCT CONTINUING OBLIGATIONS
Pinellas County Industrial Development Authority
7887 Bryan Dairy Road, Suite 120
Largo, Florida 33777**

Pinellas County Industrial Development Authority d/b/a Pinellas County Economic Development Authority hereinafter referred to as (Grantor or County), in accordance with the requirements in the Sale and Purchase Contract for the Pinellas Plant, dated March 8, 1995, recognizes the right of access of the UNITED STATES OF AMERICA (Grantee), represented by the U.S. Department of Energy (DOE), Office of Legacy Management to the Young-Rainey Science, Technology and Research (STAR) Center (Property) as illustrated in the Property Drawing in Exhibit "A". In accordance with this Memorandum of Agreement (MOA) other obligations by the Grantor and Grantee (Parties) in restricted areas, as depicted in Exhibit "A" and subject to Declarations of Restrictive Covenant (DRCs) are detailed herein.

A. Description of Facts:

A. 1. The Grantee previously owned the Property which was known as the Pinellas Plant (Site) and the DOE administered it. DOE transferred the Site in 1997, and the County redeveloped the facility, as the STAR Center. On December 14, 1987, prior to Grantor's ownership, DOE reported discharging chlorinated solvents at the Site to the United States Environmental Protection Agency.

A. 2. DOE is performing Property-wide corrective action pursuant to Florida Department of Environmental Protection (FDEP) Corrective Action Permit No. 0034170/HH/004, issued January 9, 2012.

A. 3. Grantor provides and shall continue providing Grantee and its representatives all reasonable and necessary access to conduct the above corrective action(s). This clause does not in any way affect the Grantee's access and easement to the property as provided in the Sale and Purchase Contract for the Pinellas Plant dated March 7, 1995 and the Quit Claim Deed (Instrument # 95-061400) recorded by Pinellas County on March 17, 1995.

A. 4. Parties are entering into this MOA to manage the implementation of the associated DRCs on the property to restrict the use of the surficial aquifer (beginning at the water table below the Property and extending to approximately 40 feet below the Property) beneath the Property, to control the modification of existing stormwater management facilities, and to govern excavation and construction in restricted areas.

A. 5. Grantor agrees to enter into DRCs regarding the Property with FDEP. FDEP is the regulatory agency with legal authority to define and enforce groundwater (use) restrictions and controls on the portions of the Property depicted in Exhibit A and as set forth in the DRCs, which will be recorded in the Official Records of Pinellas County, Florida. DOE has no authority over FDEP to act in these matters. Parties recognize DOE may only obtain FDEP approval concerning corrective action as required by its Corrective Action Permit.

A. 6. In accordance with the Sale and Purchase Contract for the Pinellas Plant dated March 7, 1995, Grantor shall notify Grantee of proposed sale of the property and Grantee must consent in writing to the "right of the Buyer (Grantor) to assign Buyer's interest.

A. 7. The Parties agree to follow a consultative process in implementing this agreement. "Consultation" and "the consultative process" mean the responsibility of one Party to meet and confer with the other Party and any appropriate contractors in order to reach agreement, to the extent possible, regarding a proposed course of action. Consultation involves a cooperative approach to problem solving between the Parties. Consultation includes the responsibility to raise any concerns or suggestions regarding the implementation of this agreement as soon as the concern or suggestion is identified, to maximize the chances of reaching agreement before an action must be taken. Consultation means timely participation by the Parties to reach consensus so that there is a clear understanding of the actions or direction to be taken based upon the outcome of consultative process.

A. 8. Grantee agrees to pay Grantor the sum of \$10 and other just compensation for entering into this MOA and final DRCs for portions of the STAR Center property with the FDEP. DOE shall make electronic compensation upon recording of signed DRCs by Clerk of Court and Comptroller of Pinellas County, Florida.

B. Deed Restriction Covenant Requirement, Notification and Perpetual Access:

B. 1. Grantor, with the assistance of Grantee, shall negotiate in good faith with FDEP and enter into and record appropriate DRCs for the Property consistent with this MOA and its purpose.

B. 2. Grantor shall notify Grantee prior to proposed well installation or other groundwater uses such as dewatering or before performing any other activities that are restricted by the DRCs. Grantee and Grantor will consult and evaluate such proposal for potential impact to remaining contamination and make all necessary arrangements to ensure work is accomplished in accordance with requirements of the DRCs. Grantor shall maintain Grantee's existing connection to Grantor's waste water system for the purpose of disposal of treated dewatering effluent from any and all portions of the contaminated ground water plume.

B. 3. Grantor shall not alter, modify or expand stormwater swales, stormwater detention or retention facilities, or ditches, and shall not construct new stormwater swales, stormwater detention or retention facilities or ditches in the restricted areas without first notifying and consulting with Grantee.

B. 4. Grantor recognizes Grantee's or Grantee's representative's right of perpetual access to perform remedial and corrective actions to include monitoring and other inspections.

B. 5. Grantor shall not breach the Building 100 slab without first notifying Grantee. Grantor shall first consult and coordinate with Grantee prior to initiating any construction or other activities that involve subsurface activities in the Building 100 immediate vicinity.

B. 6. Any conditions set forth in this MOA that conflict with the FDEP approved DRCs shall be superseded by DRC content. This MOA incorporates final recorded DRCs by reference, governs future Party obligations in, and defines, the restricted areas.

C. Grantee's Continuing Obligations:

C. 1. Grantee shall conduct corrective actions in restricted areas, including those requirements and obligations under FDEP issued Site Rehabilitation Completion Orders (SRCOs). Such corrective actions may include but are not limited to, groundwater monitoring, surveying, managing site related contaminated soil and groundwater, vapor intrusion mitigation, ground water and soil remedial action, and other activities. Grantee shall consult with Grantor regarding such corrective actions and/or long term obligations to minimize impacts to the property. C. 2.

Upon notification from Grantor, Grantee will consult with Grantor and evaluate any proposed new construction, alteration, modification, or expansion of any stormwater facilities or dewatering for potential to impact any groundwater contamination and make all necessary arrangements, at Grantee's expense, to ensure the work is accomplished in a manner that is compliant with applicable rules. An example of Grantee's effluent management plan for dewatering is provided in Exhibit "B" to this MOA. Grantee will utilize its existing connection with Grantor's waste water system for disposal of all treated dewatering effluent.

C. 3. Grantee, in coordination and consultation with Grantor, shall conduct evaluations of Building 100 pursuant to any requirements in the FDEP approved Engineering Control and Maintenance Plan within the area defined in Attachment 1. Any additional inspections are the responsibility of Grantor.

C. 4. Grantee shall evaluate the potential for vapor intrusion within the building from the contaminated media beneath Building 100. The parties shall determine acceptable potential mitigation methods and maintenance requirements. Grantor shall coordinate with its tenants and ensure access to Grantee for locations within the building as selected by the parties and tenants.

C. 5. Upon receipt of notice from Grantor that tenant construction activities will breach the exterior shell or the concrete slabs of Building 100, Grantee shall recommend appropriate measures to evaluate and/or potentially mitigate vapor intrusion and contact with potentially contaminated soil or groundwater in the work area during the proposed activity.

C. 6. Grantee shall ensure that any contaminated soil or groundwater that is removed is properly disposed pursuant to Chapter 62-780, of the Florida Administrative Code (F.A.C.) and any other applicable local, state and federal requirements.

C. 7. Grantee shall review any newly executed leases for spaces contained within the restricted areas to ensure that proper notice is provided to any lessees of this MOA and related DRCs and their associated requirements, within five (5) business days of receipt from Grantor.

D. Grantor's Continuing Obligations:

D. 1. Grantor shall reference the relevant DRCs and this MOA and its requirements in any subsequent lease or deed of conveyance within the restricted areas.

D. 2. Grantor shall provide notice to any existing lessees within the restricted areas of the relevant DRCs and this MOA and their requirements.

D. 3. Grantor shall provide copies of current leases, redacted as appropriate to limit the dissemination of business or proprietary information, to Grantee prior to Building 100 inspections that are required pursuant to the Engineering Control and Maintenance Plan.

D. 4. Grantor shall coordinate Grantee's access to the restricted areas within fifteen (15) business days of notification from Grantee.

D. 5. Grantor shall conduct inspections and maintenance of Building 100 in consultation with and assisted by Grantee, pursuant to an FDEP-approved Engineering Control and Maintenance Plan.

D. 6. If dewatering is required in restricted areas, Grantor, in consultation with Grantee, shall prepare a site specific dewatering plan and provide same to Grantee prior to commencing work. Grantee shall utilize current connection with Grantor's water system for disposal of treated dewatering effluent.

D. 7. Grantor shall provide forty (40) business days' notice to Grantee of any tenant construction activities that will breach the shell of Building 100 or its concrete floor. Grantor and Grantee shall consult to facilitate the project while maintaining protectiveness of the building.

ARTICLE I GENERAL PROVISIONS

1.1 This MOA establishes Rights, Conditions, and Responsibilities for implementing the DRCs upon the subject Property in certain restricted areas. By granting and accepting the terms and conditions of this MOA, Grantor and Grantee (Parties), agree to be bound by said terms and agree that the Parties shall utilize a consultative process to ensure such terms and conditions are met. Should the Parties not agree the terms are being met, the Parties shall be entitled to specific performance of any of the provisions or conditions thereof in any court of competent jurisdiction if the curing of any violation has not occurred within twenty (20) business days after the Party has provided written notice pursuant to Article 5.1 below, to the violating Party of said violations or deficiencies. In any such action taken hereunder, The Party seeking specific performance shall be entitled to recover damages, including but not limited to, all costs associated with gaining access and maintaining the continued obligations as set forth in this MOA. In any such action, the prevailing party shall recover appropriate attorneys' fees and costs that were deemed necessary in bringing the action to enforce the MOA.

1.2 The Parties agree that venue for any state court proceedings shall be Pinellas County, and any federal court proceeding shall be the Middle District of Florida.

1.3 All future purchasers, lessees, or possessors of any portion of the Property shall be notified and assigned the Rights, Conditions and Restrictions contained herein by the current property owner at the time of any transfer. All future purchasers, lessees, or possessors of any portion of the Property shall also agree for and among themselves, their heirs, successors, and assigns, to adhere to the Rights, Conditions, and Responsibilities, established herein, for the benefit of future owners and occupants and that their interest in the Property shall be subject to the Rights, Conditions, and Responsibilities contained herein. The terms of this MOA shall pass to any successor owner of such Property unless the requirements under the MOA have been met at the time of sale, transfer or assignment or have become moot by reason of some other actions (e.g. the issuance of an SRCO for the site). The Grantor agrees to obtain for mutual Grantor/Grantee benefit, enforceable contractual provisions comparable in all material respects to the provisions set forth herein from any successor in interest or assign of an interest in the Property or any portion thereof and any purchasers, lessees, or possessors of any relevant portion of the Property and to require any such successor or assign to require similar contractual

protection from each subsequent successor or assign. The provisions of this Article will survive the termination of this MOA.

ARTICLE II
RIGHTS, CONDITIONS, AND RESPONSIBILITIES

2.1 Said Rights, Conditions, and Responsibilities are conveyed subject to existing easements for public roads and highways, public utilities, and pipelines.

2.2 The Grantor recognizes the right of Grantee, and their authorized representatives, contractors, and subcontractors of perpetual access in, upon, over, under and across Grantor's Property, described above, to perform inspection, surveillance, monitoring, characterization, assessment, and remediation of any potential contamination of the Property, to carry out surface or subsurface remedial action if determined necessary by Grantee, and to take other responsible action consistent with the evaluation and performance for remedial actions including but not limited to monitoring and well installation/maintenance and ensuring that all continuing obligations and engineering controls are properly maintained. Grantee, its successors and assigns agree to notify Grantor fifteen (15) business days prior to required access to the restricted areas. Grantee shall coordinate access with Grantor, its successors or assigns, to minimize interference of their use and enjoyment of the Property. Grantee's activities shall not unreasonably interfere with future development of the Property.

2.3 Grantor and Grantee agree there shall be no use of the shallow aquifer groundwater beginning approximately at the water table and extending below the Property to approximately 40 feet, without prior written approval of Grantee and appropriate permits and other authorizations as required by state and local law and in accordance with the applicable DRC. Grantor, its successors and assigns, may drill for water from the Floridan aquifer (approximately 100 feet or deeper below the Property) with prior, Grantee written approval and appropriate permits as required by state and local law and in accordance with the applicable DRC. Grantor must submit plans for any drilling or ground water use activity on the property to the Grantee before conducting such activities on the Property. Grantee shall consult with Grantor and assist in obtaining necessary regulatory approvals required by the DRCs. Grantee reserves the right to construct sampling wells, monitoring wells, remediation wells, or other remedial systems, on the Property.

2.4 Grantee shall consult with Grantor, its successors or assigns to ensure Grantee's equipment necessary to meet its regulatory compliance requirements does not unreasonably interfere with current or future use of the Property. Grantor shall not permit the Property to be used in such a way that will disturb or interfere with the integrity of such equipment or exacerbate the known contamination.

2.5 Grantee is self-insured and shall cause its authorized representatives, contractors and subcontractors who perform under this MOA to carry reasonable liability insurance covering risk of liability caused by any of their activities and/or their employees. Upon request, Grantee's authorized representatives, contractors and subcontractors will provide Grantor certificates evidencing insurance coverage.

2.6 Grantee shall be responsible for any loss or destruction of, or damage to, Grantor's real or personal property caused by the activities of Grantee in exercising any rights hereby granted in the 1995 Quit Claim Deed and this MOA in accordance with the Federal Torts Claims Act.

2.7 In accordance with 2.3 above, FDEP and the Grantee must approve a dewatering plan, prior to any dewatering activities on the Property. In consultation with Grantor, Grantee will ensure the plan includes appropriate handling, treatment and disposal of any extracted contaminated groundwater at Grantee's expense. Grantee will provide necessary personnel, personal protective equipment (PPE) and train Grantor's personnel in the use of such equipment. At its own expense and in consultation with Grantor, Grantee will develop an effluent management plan and provide and operate additional equipment/systems to ensure appropriate handling, treatment and disposal of any extracted contaminated groundwater. An example of Grantee's effluent management plan for dewatering is provided in Exhibit "B" to this MOA. Grantee shall utilize existing connection to Grantor's waste water system for disposal of all treated dewatering effluent.

2.8 Grantor, its successors and assigns, shall not alter, modify, or expand existing stormwater features, and shall not construct new stormwater swales, stormwater detention or retention facilities or ditches in restricted areas without first notifying the Grantee and obtaining its written approval. Grantor must also notify and obtain written approval from any other appropriate government agency, as required by the DRCs, before commencing such work. Should the alteration, modification, or expansion of existing stormwater features have costs that exceed those associated with normally accepted methods because of the known contamination, Grantee shall be responsible for these costs.

2.9 Grantor, its successors or assigns, shall notify the Grantee by certified mail, at least thirty (30) business days prior to any sale, transfer, or assignment of its fee interest in the restricted areas.

2.10 Grantee, its successors and assigns, agrees to obtain all necessary permits, licenses, and approvals in connection with its activities on the Property. Grantee shall appropriately handle, treat and dispose of any contaminated media derived from its activities.

ARTICLE III **REMOVAL OF CONDITIONS**

3.1 The Grantee may remove from the restricted areas, at its discretion, the Rights, Conditions, and Responsibilities detailed in this MOA when the Grantee has determined that a restricted area meets regulatory standards, as approved by the FDEP; otherwise the Rights, Conditions, and Responsibilities of this MOA shall continue in effect in perpetuity.

3.2 To remove the herein established Rights, Conditions, and Responsibilities of this MOA and Restrictions from the Property or portion thereof, Grantee shall assist Grantor in securing a Termination and Release of Declaration of Restrictive Covenant executed by Grantor and FDEP.

3.3 Should Grantor and Grantee remove DRC-imposed restrictions from a restricted area with FDEP approval, or portions thereof pursuant to this Article, the Parties to this MOA shall be relieved of any obligations with regard to the area where restrictions are removed.

ARTICLE IV
COVENANT NOT TO SUE

4.1 In consideration of the mutual undertakings of this MOA, each Party releases and covenants not to sue the other Party or its officers, directors, employees, affiliates, attorneys or agents, successors, or assigns, with respect to any claims, liability, expenses, attorneys' fees and obligations (claims) out of the DRCs and this MOA whether such claims are known or unknown, suspected or unsuspected, claimed or unclaimed, asserted or unasserted, that any Party has in the past, now has or may have in the future. This release and covenant not to sue shall not include any claims relating to the enforcement of this MOA. The Parties reserve the right to take such action as may be necessary to enforce this MOA.

ARTICLE V
MISCELLANEOUS

5.1 Whenever any Party to this MOA seeks to give or serve Notice, demand, or other communication with respect to this MOA, such notice, demand, or communication shall be in writing and shall be sent simultaneously to an authorized representative of each Party in certified mail with return receipt requested or by electronic mail.

- a) If to Grantor, such Notice, demand or other communication shall be sent to Pinellas County Industrial Development Authority, ATTN: Paul Sacco, Director Pinellas County Real Estate Management, 7887 Bryan Dairy Road, Suite 120, Largo, Florida 33777 or by electronic mail to psacco@pinellascounty.org.
- b) If to the Grantee, such notice, demand or other communication shall be sent to the U.S. Department of Energy, Office of Legacy Management, ATTN: Scott Surovchak, Pinellas Site Manager, 11025 Dover Street, Suite 1000, Westminster, CO 80021 or by electronic mail to scott.surovchak@lm.doe.gov.

5.2 If any provision of this MOA is determined to be invalid or unenforceable for any reason, the remaining provisions of this MOA shall remain in full force and effect.

5.3 Except as otherwise noted in this MOA, this MOA constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this MOA shall be binding upon the Parties hereto or shall affect or be effective to interpret change or restrict the provisions of this MOA.

5.4 This MOA may be executed in counterparts, with all counterparts taken as one instrument. It shall not be necessary that the signature of all parties appear on the same counterpart, so long as each party signs at least one counterpart.

5.5 This MOA shall not be modified in any respect, except in writing signed by all Parties to this MOA.

5.6 This MOA shall be governed by and construed in accordance with the laws of the State of Florida.

5.7 All Parties have participated in the drafting and preparation of this MOA and it shall not be construed for or against any Party by reason of authorship.

5.8 This MOA does not change or terminate any pre-existing rights or interests retained by the Grantor or Grantee under the March 8, 1995 Sale & Purchase Contract (DOE File code PIN 1415.05[A]), or granted by the Grantor to the Grantee. This MOA does not affect the Grantee's remediation obligations pursuant to 42 USC §9620(h) and previously agreed upon by the Parties.

IN WITNESS WHEREOF, the parties have entered into this MOA on the date last written below.

THIS MOA, together with all the conditions thereof, is executed by Grantor this 10th day of September, 2015.

GRANTOR:

Pinellas County Industrial Development Authority

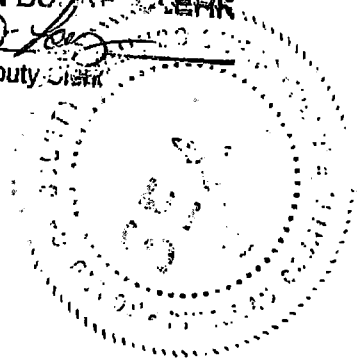
By: John Mousoni
Chairman

ACCEPTED AND AGREED:

WITNESS: Brian Lowack
BRIAN LOWACK

Bernie C Young
Notary Public
Bernie C Young

ATTEST: KEN BUSKE, CLERK
By: Ken Buske
Deputy Clerk



BERNIE C. YOUNG
MY COMMISSION # FF 124388
EXPIRES: May 18, 2018
Cost: \$100 Budget Notary Services

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: Chris Havel
Attorney

THIS MOA, together with all the conditions thereof, is executed by Grantee this 25th day of August, 2015.

GRANTEE:

**United States of America
Department of Energy,
Office of Legacy Management**

BY: [Signature] for Russel Edge

Russel Edge, Director Office of Site Operations

ACCEPTED AND AGREED:

WITNESS: [Signature]

[Signature]
Notary Public
20044022971
07/02/2016

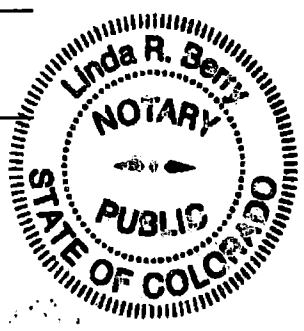


EXHIBIT "A"
PROPERTY DRAWING



Legend

- Restricted Property
- Parcel Boundary (Source: Pinellas County)

N



U.S. DEPARTMENT OF ENERGY
OFFICE OF LEGACY MANAGEMENT

Work Performed by
Stoller Newport News Nuclear, Inc.
Under DOE Contract Number DE-EM0000435

Restricted Properties
Young - Rainey STAR Center
Pinellas, FL, Site

DATE PREPARED:
April 22, 2015

FILE NAME:
N0199200

EXHIBIT "B"

EXAMPLE EFFLUENT MANAGEMENT PLAN FOR DEWATERING

[DATE]

U. S. Department of Energy
Office of Legacy Management
2597 Legacy Way
Grand Junction, CO 81503

RE: Proposed Dewatering on Young – Rainey STAR Center

Gentlemen:

This letter details the parties responsible with respect to dewatering on the referenced property. There is a limited possibility of organic solvents in groundwater being captured by the dewatering activity. The parties have agreed to the following steps.

Owner and/or Owner's Contractor will include the following specification in its construction contract and/or subcontracts. The parties agree that the delivery point for ground water shall be as shown in the plans.

1.02 SPECIAL DEWATERING REQUIREMENTS

1. Groundwater encountered during the execution of the work may be contaminated. Groundwater samples taken from below the elevation of the deepest work have exhibited low levels of vinyl chloride and other associated contaminants. Samples taken at or above the elevation of the deepest work have not exhibited contamination. All dewatering of the soils within ___ feet of the area of concern shall be accomplished with well point systems only. Excavations must be kept dry. Water shall not be allowed to enter excavations. The discharge from the well point system shall be contained within the watertight discharge hose and delivered to a vessel provided by the Department of Energy (DOE) or their designee. The approximate location of the discharge point is shown on the plans and will be to the top of an 18,000 gallon tank with opening 14 feet above grade. At this point the DOE will accept the water and treat and dispose of the water as their responsibility. After such delivery, the Contractor will no longer be responsible for this water. While the tankage will allow some flow peaks, it can only accept up to 55 gallons per minute average flow on a continuous basis. The Contractor shall conform his operations to comply to this limit.

2. The Contractor shall notify the STAR Center and the DOE, or their designee, 30 days before entering the special dewatering requirements zone. The Contractor shall schedule his construction operations to minimize the durations of dewatering from within the zone as much as reasonably practicable. The DOE, or their designee, will monitor water removed from the tank and notify the Contractor and Engineer if contaminants are detected. The DOE or their designee will monitor the atmosphere in excavations for volatile contaminants and report the results to the Contractor's site supervisor. If contamination is detected in the groundwater, upon completion of

dewatering, dewatering equipment shall be flushed clean with clean water and discharged to the DOE tanks. The volume of water used for flushing shall exceed three times the volume of all the dewatering equipment volumetric capacity.

3. A report is available from DOE that describes the potential contamination as it relates to the proposed construction. The potential contaminants are known to be volatile and will evaporate into the air readily and possibly pose an inhalation hazard to workers, so containment of the well point water within the hose, pipe, pumps or vessels is paramount. The Contractor shall be responsible to determine personal protective equipment and safety measures to comply with Occupational Safety and Health Act regulations and to protect the workers.

4. After delivery to the DOE 18,000 gallon tank, the DOE will be responsible for the ground water, including transfer of water to the air stripper and disposing of the water through the normal industrial waste discharge to Pinellas County Sewer System including normal payments. The DOE will monitor/test water for contaminants and inform Engineer/Contractor of results. The atmosphere in the excavations will also be monitored for volatile contaminants by the DOE.

If this letter is consistent with your understanding of our agreement, please sign and return.

Department of Energy Signature/Date

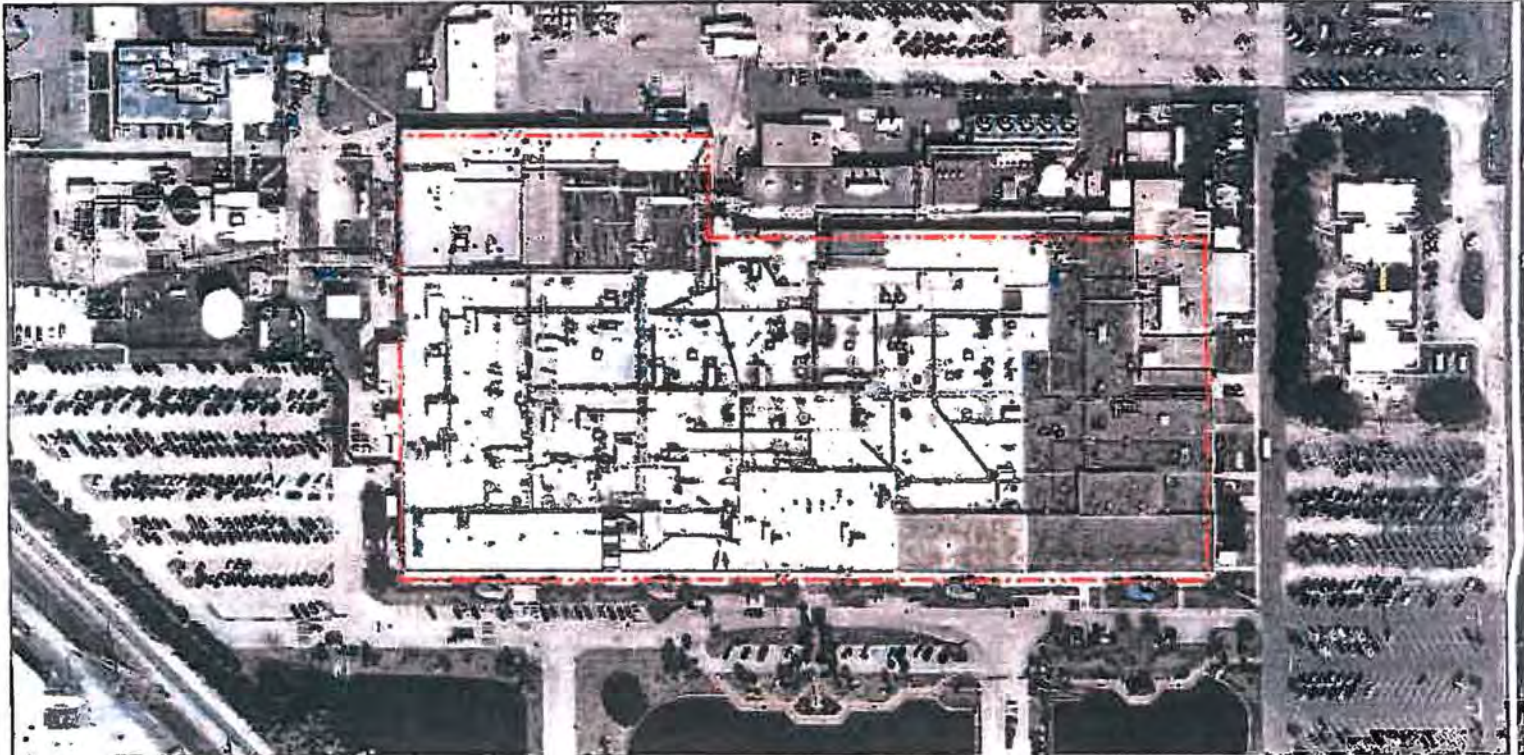
Contractor Signature/Date

Department of Energy Printed Name

Contractor Printed Name

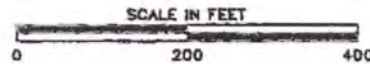
Attachment 1

**Location of Engineering Control, Building 100 Area SWMU
Pinellas, Florida, Site.**



Legend

--- ENGINEERING CONTROL BOUNDARY



M: \PIN\041\0007\23\000\N01822\N01822AA-MOA.DWG 03/10/14 09:52am whitney]

U.S. DEPARTMENT OF ENERGY
GRAND JUNCTION, COLORADO

Work Performed by
S.M. Stoller Corporation
Under DOE Contract
No. DE-AM01-07-MQ0060

Attachment 1 Location of Engineering Control
Building 100 Area SWMU
Pinellas, FL, Site

DATE PREPARED:
March 10, 2014

FILENAME:
N01822AA-MOA

EXHIBIT "K"

ASSIGNMENT AND ASSUMPTION OF LEASES

This Assignment and Assumption of Leases ("**Assignment**"), dated as of _____, 2016 ("**Effective Date**"), is entered into by and between PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY d/b/a PINELLAS COUNTY ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic of the State of Florida ("**Assignor**"), and INDUSTRIAL REALTY GROUP, LLC, a Nevada limited liability company ("**Assignee**").

RECITALS

A. Assignor as Seller, and Assignee as Buyer, have entered into that certain Purchase and Sale Agreement dated as of September ____, 2016 (as amended, modified, supplemented or extended from time to time, the "**Purchase Agreement**").

B. Assignor is presently the holder of the lessor's interest under those certain leases set forth in Exhibit "A" attached hereto (collectively, the "**Leases**").

B. Assignor wishes to assign to Assignee all of Assignor's right, title, and interest in the Leases, and Assignee wishes to accept such assignment, subject to the terms and conditions set forth in this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment and Assumption. As of the Effective Date, Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor's right, title and interest in, to and under the Leases, including, without limitation, all of Assignor's right, title and interest in and to security, cleaning or other deposits and in and to any claims for rent or any other claims arising under the Leases against the lessees thereunder, subject to the rights of the lessees under the Lease. Assignee hereby assumes and agrees to pay all sums, and perform, fulfill and comply with all covenants and obligations, which are to be paid, performed, fulfilled and complied with by the lessor under the Leases, from and after the Effective Date.

2. Assignor's Responsibilities. Assignor shall be responsible for all liabilities, obligations, actions, suits, proceedings or claims, and all costs and expenses in connection with the Assigned Contracts, based upon or arising out of any breach or alleged breach of any of the Assigned Contracts by Assignor occurring or alleged to occur prior to the Effective Date.

3. Assignee's Responsibilities. Assignee shall be responsible for all liabilities, obligations, actions, suits, proceedings or claims, and all costs and expenses in connection with the Assigned Contracts, based upon or arising out of any breach or alleged breach of any of the Assigned Contracts by Assignee occurring or alleged to occur after the Effective Date.

4. Binding Agreement. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Florida applicable to contracts made and performed entirely therein.

Exhibit "K"

6. Headings. The headings of this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

7. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be considered an original and shall be binding on the party whose name is contained therein.

[Signatures on following page.]

Exhibit "K"

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth above.

ASSIGNOR:

PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
d/b/a PINELLAS COUNTY ECONOMIC DEVELOPMENT AUTHORITY,

By: _____

Name: _____

Title: _____

ASSIGNEE:

INDUSTRIAL REALTY GROUP, LLC,
a Nevada limited liability company

By: _____

John A. Mase
Chief Executive Officer

Exhibit "K"

EXHIBIT "A"
LIST OF LEASES

[To be attached]

Exhibit "K"

EXHIBIT "L"

WARRANTY DEED

RETURN TO:

Amit S. Patel, Esq.
Fainsbert Mase Brown & Sussman, LLP
11100 Santa Monica Boulevard, Suite 870
Los Angeles, California 90025

PROPERTY APPRAISER PARCEL
IDENTIFICATION (FOLIO NUMBER(S)):

THIS WARRANTY DEED ("**Deed**") is made as of the ___ day of _____, 2016 from PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY d/b/a PINELLAS COUNTY ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic of the State of Florida, with an address of Real Estate Management Department, 509 S. East Avenue, Clearwater, Florida 33756 ("**Grantor**"), to _____, LLC, a Delaware limited liability company, with an address of c/o 11100 Santa Monica Boulevard, Suite 850, Los Angeles, California 90025 ("**Grantee**").

W I T N E S S E T H :

That Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns forever, the following described real property ("**Property**") located and situate in Pinellas County, Florida:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the property, and (i) any and all structures and improvements on the Property; and (ii) all easements, rights of way, privileges, licenses, appurtenances and other rights and benefits belonging to, running with the owner of, or in any way related to the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey said Property; that Grantor does hereby warrant, and will defend, the title to the Property hereby conveyed against the lawful claims of all persons claiming through or under Grantor, but against no others, subject, however, to the permitted exceptions set forth on **Exhibit B** attached hereto and made part thereof and without reimposing same.

Wherever used herein, the terms "Grantor" and "Grantee" include all parties to this instrument and their respective successors and assigns.

Exhibit "L"

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered
in the presence of:

PINELLAS COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY d/b/a PINELLAS
COUNTY ECONOMIC DEVELOPMENT
AUTHORITY

Print Name: _____

By: _____

Print Name: _____

Name: _____

Its: _____

STATE OF _____)

) s.s.:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2016, by _____ . He/she is personally known to me or has produced _____ (type of identification) as identification.

Notary Public

Print or Type Name

Serial Number:

My Commission Expires:

(NOTARY SEAL)

Exhibit "L"

EXHIBIT A

(Legal Description)

Exhibit "L"

EXHIBIT B

(Permitted Exceptions)

Exhibit "L"