

OFFICE BUILDING LEASE

1. **PARTIES TO THE LEASE.** This Lease is made as of the date fully executed below, hereinafter referred to as the "Effective Date" by and between **NORTHSIDE SQUARE, LLC**, a Florida limited liability company, whose address for purposes hereof is 311 Park Place Blvd., Suite 600, Clearwater, Florida 33759, hereinafter called "Landlord", and **PINELLAS COUNTY**, a political subdivision of the State of Florida, whose address for purposes hereof is c/o Real Estate Management Department, Real Property Division, 509 East Avenue South, Clearwater, Florida 33756, hereinafter called "Tenant".

2. **LEASE OF PREMISES.** Landlord is the owner of Northside Square, an office building (the "Building"), containing approximately 50,385 square feet ("Gross Rentable Area of Building") situated on certain real estate commonly known as 29399 U.S. Hwy. 19 North, Clearwater, Florida 33761, further described in Exhibit "A", attached hereto and made a part hereof (the Building and real estate being hereinafter called "Property"). Landlord does hereby lease unto Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions hereinafter set forth, approximately 15,275 square feet, ("Tenant's Gross Rentable Area") of office space known and described as Suite 200 on the second floor of the Building (hereinafter referred to as "Premises"). Tenant's Allocated Share shall mean 30.32 percent, which is the sum obtained by multiplying by 100 the quotient obtained by dividing (i) Tenant's Gross Rentable Area by (ii) the Gross Rentable Area of Building.

3. **TERM.** Subject to and upon the conditions set forth herein, or in any exhibit or addendum hereto, this Lease shall continue in force for a term of five (5) years, commencing on the Possession Commencement Date, as defined in Paragraph 5, and ending sixty (60) months thereafter (hereinafter referred to as "Lease Term"), unless sooner terminated or extended to a later date under any term or provision of this Lease. In the event, the Possession Commencement Date occurs on a date other than the first day of a month, said Lease Term shall extend for said number of days as to make the effective date of the first lease year the first day of the following month and subsequently, each anniversary date thereafter (each an "Anniversary Date").

4. **CONDITION OF PREMISES.** No agreement to alter, remodel, decorate, clean or improve the Premises or the Building has been made between Landlord and Tenant other than Landlord shall reconfigure the Premises in accordance with the space plan as shown on Exhibit "B", attached hereto and made a part hereof, hereinafter referred to as "Space Plan" and improve the Premises in accordance with Exhibit "B-1", attached hereto and made a part hereof, hereinafter referred to as "Tenant Improvements". The target date for completion of the Tenant Improvements shall be September 1, 2016, subject to substantial completion of Tenant Improvements.

Any modification by Tenant to the Space Plan or Tenant Improvements which increases the construction costs in excess of the Budget Cap, attached as Exhibit "B-2" shall be paid

by Landlord and amortized as Additional Rent, over the term of the lease at a rate of five (5%) percent per annum.

If, for any reason, Tenant terminates this Lease, or Landlord terminates this Lease based on a Tenant default, prior to the end of the initial five (5) year Lease Term, Tenant is responsible to pay to Landlord the balance of the then unamortized portion of the Tenant Improvements, to include Landlord's unamortized contribution based upon on a five (5) year monthly amortization schedule at a rate of eight (8%) percent per annum.

5. POSSESSION AND RENTAL COMMENCEMENT DATE. Rent shall commence on the date the Premises are substantially completed with all facilities in operating order ("Possession Commencement Date"). Tenant agrees that it will, within ten (10) days following Tenant's receipt of a written request by Landlord, execute Exhibit "E", attached hereto and made a part hereof, hereinafter referred to as "Tenant's Acceptance Certificate". If there are any finishing touches remaining to be completed which do not materially interfere with the conduct of Tenant's business on the Premises, Tenant will accept delivery of Premises and allow Landlord to complete said finishing touches within 10 days of Landlord's receipt of the Acceptance Certificate accompanied by a list in writing of finishing touches remaining to be completed.

6. RENT. Tenant agrees to pay Landlord Full Service Rent for the Premises during the Lease Term, together with any Additional Rent, beginning on the Possession Commencement Date. If the Possession Commencement Date commences on a day other than the first (1st) day of a month, then the installment of Rent and any adjustments thereto shall be prorated, based on the number of days in such month, and thereafter Rent shall be paid on the first (1st) day of each successive month. Landlord agrees that the October payment during each Lease Year can be made as late as October 21st before said installment shall be deemed delinquent. All other payments due under this Lease may be deemed delinquent by Landlord if payment is received after the tenth (10th) of each month.

A. Initial Annual Rate. During the first Lease year, Tenant shall pay to Landlord Full Service Rent ("Rent") for the Premises an amount equal to \$20.15 per square foot per annum, plus Additional Rent as described in Paragraph 10.

B. Time and Place of Payment. The Rent shall be due and payable, in advance, on the first (1st) day of each calendar month during the Lease Term. Tenant shall pay the Rent to Landlord's address that appears in Paragraph 1 or to such other place as Landlord may hereinafter designate in writing. Tenant's covenant to pay Rent shall be independent of every other covenant contained in this Lease.

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

any lawful authority on all amounts due or required under this Lease and classified as Rent by any such authority.

7. **ADJUSTMENT OF RENTAL RATE.** Full Service Rent shall increase annually on each Anniversary Date by an amount equal to three percent (3%) of the Full Service Rent for the preceding Lease year as follows: Lease Year 2 - \$20.75/SF, Lease Year 3 - \$21.38/SF, Lease Year 4 - \$22.02/SF, Lease Year 5- \$22.68/SF.

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

9. **RENEWAL OPTION.** Provided the Tenant is not in default of this Lease, Landlord agrees to extend the Lease up to three (3), one (1) year renewal terms (each an "Option Term"), upon written notification from Tenant to Landlord at least one hundred eighty (180) days prior to the expiration of the then current Lease Term. Full Service Rents during the Option Terms shall be as defined in Exhibit "C", attached hereto and made a part hereof.

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

Tenant shall pay to Landlord, as Additional Rent, (i) its Allocated Share of the increase in Expenses over the Base Expense Year 2016 in accordance with the terms and provisions of this Section, (ii) its Allocated Share of the increase in Real Estate Taxes over the Base Tax Year 2016 in accordance with the terms and provisions of this Section, and (iii) its Allocated Share of the increase in Insurance over the Base Insurance Year 2016 in accordance with the terms and provisions of this Section. Notwithstanding anything herein to the contrary, (i) Expenses for the Base Year shall reflect, if the rentable area of the Building is less than ninety-five percent (95%) occupied, all additional costs and expenses of operation, management and maintenance of the Building which Landlord reasonably determines that it would have paid or incurred during the Base Year if ninety-five percent (95%) of the rentable area of the Building was occupied; and (ii) Expenses for all other years shall reflect, if the rentable area of the Building is less than ninety-five percent (95%) occupied, all additional costs and expenses of operation, management and maintenance of the Building which Landlord reasonably determines that it would have paid or incurred during such year if ninety-five percent (95%) of the rentable area of the Building was occupied.

Expense Payment:

Landlord shall reasonably estimate the increase in Expenses over the Base Expense Year which will be payable for each calendar year during the Lease Term in advance and Tenant shall pay one-twelfth (1/12) of its share of such increase monthly in advance, together with the payment of Annual Base Rent. After the end of each calendar

year and after receipt by Landlord of all necessary information and computations, Landlord shall furnish Tenant a detailed statement of the actual increase in Expenses over the Base Year for the year; and an adjustment shall be made between Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the entire amount actually owed by Tenant for Expenses for its share of the increase for such year and Tenant shall receive reimbursement for any overpayments. Any payment adjustment owed by Tenant will be due forthwith. Any refund will be credited against Tenant's monthly Rent obligations.

Tenant waives and releases any and all objections or claims relating to Expenses for any calendar year unless, within thirty (30) days after Landlord provides Tenant with the annual statement of the actual Expenses for the calendar year, Tenant provides Landlord with written notice that it disputes the accuracy of the statement or its appropriateness, which notice shall specify the particular respects in which the statement is allegedly inaccurate or inappropriate. If Tenant shall dispute the statement, then, pending the resolution of such dispute, Tenant shall pay the Additional Rent to Landlord in accordance with the disputed statement.

In no event shall the Annual Base Rent under this Lease be reduced by virtue of this section (except where a credit may be due Tenant pursuant to this section).

Upon the date of any expiration or termination of this Lease (except termination because of Tenant's default), whether such date is the date set forth in this Lease for the expiration of the Lease Term or any prior or subsequent date, a proportionate share of the Expenses for the year during which such expiration or termination occurs over the Base Year and increase in Real Estate Taxes for the year during which such expiration or termination occurs over the Base Year shall immediately become due and payable by Tenant to Landlord, if not previously billed and paid. Such proportionate share shall be based upon the number of days that this Lease shall have been in existence during such year. Notwithstanding any expiration or sooner termination of this Lease, Landlord shall, as soon as reasonably practicable, compute the Additional Rent due from Tenant, as aforesaid, which computations shall either be based on that year's actual figures or be an estimate based upon the most recent statements previously prepared by Landlord and furnished to Tenant under this section. If an estimate is used, then Landlord shall cause statements to be prepared on the basis of the year's actual figures promptly after they are available, and within ten (10) days after such statement or statements Landlord and Tenant shall make appropriate adjustments of any estimated payments previously made.

Any delay or failure of Landlord in billing for any Additional Rent under this section shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such Additional Rent. If any statement of Expenses should not be determined on a timely basis, Tenant shall continue to make payments at the rate in effect during the preceding period, and, promptly following such final determination by Landlord, there shall be an appropriate adjustment and payment by Tenant of all amounts on account of Expenses which would have been made if such Expenses had been timely determined. Similarly, if any statement of the increase in Real Estate Taxes over the Base Year should not be determined on a timely basis, Tenant shall continue to make payments

at the rate in effect during the preceding period, and promptly following such final determination by Landlord there shall be an appropriate adjustment and payment by Tenant of all amounts on account of the increase in Real Estate Taxes which would have been made if the increase in Real Estate Taxes had been timely determined. If any amount is owed Tenant pursuant to such final determination, then Tenant shall deduct such amount from the Annual Base Rent due hereunder for the month immediately following the month in which such final determination is made, provided, however, that if the Lease Term shall have expired in due course (and not because of a default by Tenant) on the date when such final determination is made, then Landlord shall promptly pay to Tenant all such amounts which are then due and owing.

Notwithstanding anything contained in this section to the contrary, in lieu of including certain utility charges or services in Expenses, Landlord may, at Landlord's sole option, bill Tenant and Tenant shall pay for such utilities or services in any one or a combination of the following manners: (i) direct charges for services provided for the exclusive benefit of the Premises which are subject to quantification; (ii) based on a formula which takes into account the relative intensity or quantity of use of utilities or services by Tenant and all other recipients of such utilities or services, as reasonably determined by Landlord; or (iii) pro rata based upon the proportion that the Rentable Area of the Premises bears to the total rentable area of the other premises occupied by other tenants which use the Premises within the Building which receive the applicable utilities or services. In addition, Landlord may, in lieu of including certain utility charges in Expenses, provide for direct delivery of such utility services to Tenant by the utility providers. In such event, all costs and expenses incurred in connection with provision of such utility services directly to tenants, including all costs associated with the provision of separate meters to the premises, shall be includable in Expenses or paid by Tenant and the other tenants receiving such meters in amounts as reasonably allocated by Landlord, and, after such direct provision of utility services has been effected, the applicable utility charges for ongoing service shall not be included in Expenses.

G. Increases in the Controllable Operating Expense portion of the Operating Expenses for the Building shall not exceed five percent (5%) per calendar year compounded annually on a cumulative basis during the Lease Term. Controllable Operating Expenses are defined as all Building operating expenses except real estate taxes, building insurance and utilities (including electric, water, and sewer). Increases in the Non-Controllable Operating Expense portion of the Operating Expenses for the Building shall not exceed eighteen percent (18%) per calendar year compounded annually on a cumulative basis during the Lease Term. Non-Controllable Operating Expenses are defined as real estate taxes, building insurance and utilities (including electric, water, and sewer).

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

12. LANDLORD AND TENANT RESPONSIBILITIES. As a condition of this full service Lease, the Landlord is responsible for the cost and operation, management,

maintenance, repair and replacement of the Premises, land and Building of which the Premises constitutes a part. Landlord shall keep common areas free of all graffiti, trash, rubbish, pests and similar debris and maintain the same in a clean, neat, orderly and sanitary condition at all times. In connection with the operation of the Premises, land and Building of which the Premises constitutes a part, the Landlord hereby covenants, throughout the Lease Term, to pay and discharge before delinquency thereof and before penalties shall accrue thereon: any real estate taxes, including ad valorem taxes, intangible taxes, and any special or otherwise assessments levied against the Premises, including improvements thereof; expenses associated with utilities (including, but not limited to electricity, gas, water, sewer and outside garbage collection/recycling services); salaries, or other compensation for maintenance, management personnel, and all other employees or agents of Landlord rendering services; cost of all supplies and equipment used in connection therewith; and premiums and other charges incurred by Landlord in connection with insurance for fire and extended coverage, public liability, workmen's compensation, and any other policies of insurance maintained in respect of the land or Building of which the Premises constitutes a part.

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

Throughout the Lease Term, Landlord shall, at its sole cost and expense, maintain in reasonably good condition, order, and repair, the structural portions of the Premise and Building, including the foundation, floors, roof, and supporting walls and the common areas of the Building and the exterior of Premises, including appurtenant grounds, site drainage, sidewalks, signs, parking areas, electrical and lighting fixtures, sewer and/or septic systems and plumbing, including main water and sewer piping, exterior doors and locks, windows, windows' hardware.

Landlord shall, at its sole cost and expense, maintain the interior of the Premises in reasonably good condition, order, and repair throughout the Lease Term, ordinary wear and tear excepted; provided that Tenant shall remain liable for any damage or destruction to the Premises caused or occasioned by the gross negligence or willful misconduct of Tenant, its agents, employees or invitees. Such maintenance obligation of Landlord as set forth in this Paragraph shall include, but not be limited to, janitorial service for the Premises and common areas of the Building, reasonable preventative maintenance and all necessary repairs and replacement of the heating, ventilation and air conditioning (HVAC), excluding any supplemental HVAC or mechanical systems installed for Tenant's exclusive use, plumbing and electrical systems, doors, door frames, locks, panic hardware, walls, ceilings, ceiling tiles, floors, windows, window frames, glass, lighting fixtures, and ensure

compliance with any and all life safety code requirements, unless due to the negligence or intentional wrongful acts of Tenant. Tenant shall not commit or allow to be committed any waste on any portion of the Premises.

Notwithstanding the provisions of this Paragraph, Tenant shall immediately give Landlord written notice of any defects or need for repairs in Premises known to Tenant, whether Landlord is obligated to make such repair or not. Reasonable written notice to Landlord, specifying the repairs to be made, constitutes an absolute condition precedent to Landlord's duty of repair. However, Landlord shall not be required to make any such repairs where same are caused or occasioned by the gross negligence or willful misconduct of Tenant, its agents, employees or invitees. If Tenant neglects or refuses promptly to make any repairs or perform any maintenance required by this Paragraph, Landlord may, at its option, perform the same on Tenant's behalf, and Tenant shall reimburse Landlord for all costs and expenses incurred within thirty (30) days of demand in the form of a detailed invoice.

Landlord or his agent shall have sufficient time to commence correction of any deficiencies after notice by Tenant.

All property of any kind that may be on the Premises during the continuance of this Lease shall be at the sole risk of the Tenant, except that Landlord shall be liable for damage to Tenant's property caused by failure of Landlord to adequately perform any of Landlord's duties specified herein. Tenant waives any right of offset or abatement of Rent or self-help, nor shall Tenant have the right terminate this Lease based on any alleged failure of Landlord to make repairs.

Tenant, at all times, shall maintain the interior of the Premises in a clean and orderly condition and free from all debris. Tenant is responsible, at its sole cost and expense to provide pest control inside the Premises. Tenant shall, at its sole cost and expense install and maintain all telephone, internet, television and security systems, if any. Tenant shall use and operate in a reasonable and safe manner all electrical, heating, ventilating, air-conditioning, and other fixtures, equipment and appliances appurtenant to or serving the Premises.

Landlord shall furnish air conditioning and heating in season from 7:30 A.M. to 6:30 P.M. Monday through Friday and 8:00 A.M. to 12:00 P.M. on Saturdays, Legal Holidays excluded ("Normal Business Hours"). At other times, air conditioning and heating will be furnished at a building standard charge, which is currently **\$35.00 per hour, plus sales tax** (payable by Tenant to Landlord on written demand by Landlord), and on building standard terms relating to advance notice, minimum hours, minimum zones, and other matters, subject to increases commensurate with the Duke Energy power rate to the Building. Access to the Premises shall be twenty four (24) hours per day, seven (7) days per week.

As long as Tenant is entitled to possession of the Premises, Tenant shall conform to the Rules and Regulations attached as **Exhibit "D"** to this Lease and all other rules and

regulations promulgated by Landlord regarding the use of the Building of which Tenant is given written notice.

13. USE OF PREMISES. Unless other uses are specifically stated and authorized herein, the Premises shall be used and occupied by Tenant solely for the purpose of general office space. The Premises shall not be occupied or used for any illegal purpose, nor in violation of any valid regulation of any governmental body, nor in any manner which would injure the reputation of the Building, nor in any manner to create any nuisance or trespass, nor in any manner to invalidate or to increase the premium rate for any policy of insurance carried on the Building, or covering its operation, or to violate the terms thereof.

14. QUIET ENJOYMENT. If Tenant shall pay the Rent reserved herein and other amounts to be paid by Tenant to Landlord, and well and faithfully keep, perform and reserve all the covenants, agreements and conditions herein stipulated to be kept, performed and observed by Tenant, Tenant shall at all times during the Lease Term have the peaceful and quiet enjoyment of said Premises without hindrance of Landlord, or any person lawfully claiming under Landlord, subject, however, to the terms of this Lease and any mortgage provided for herein.

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

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

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

18. WAIVER OF CLAIMS AND INDEMNITY. Landlord is responsible for all personal injury and property damage attributable to the negligent acts or omissions of Landlord and the officers and employees thereof or individuals authorized to act on behalf of Landlord. The Tenant is responsible for the safety of its own invitees, licensees, or

participants in their programs in case of accidental injury, except as noted above. Nothing herein shall be construed as an indemnity or waiver of sovereign immunity enjoyed by either Party hereto, as provided in Section 768.28, Florida Statutes, as amended, or any other law providing limitations on claims.

19. NO ESTATE IN LAND. This Lease shall create the relationship of landlord and tenant between Landlord and Tenant; no estate shall pass out of Landlord; and Tenant has only a temporary right of use, which is not subject to levy and sale.

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

21. HOLDING OVER. If Tenant retains possession of the Premises, or any part thereof, after the termination of this Lease by lapse of time or otherwise, Tenant shall pay to Landlord the monthly installments of Rent, at one and one half times the rate payable for the month immediately preceding said holding over, computed on a per-month basis, for each month or part thereof (without reduction for any such partial month) that Tenant thus remains in possession, and, in addition thereto, Tenant shall pay to Landlord all direct and consequential damages sustained by reason of Tenant's retention of possession. Alternatively, at the election of Landlord expressed in a written notice to Tenant and not, such retention of possession by Tenant shall constitute a renewal of this Lease on all the same terms and conditions contained herein for a period of one year. The provisions of this Paragraph shall not be deemed to limit or exclude any of Landlord's rights or re-entry to any other right granted to Landlord hereunder or under law.

22. EMINENT DOMAIN.

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

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

C. Landlord shall be entitled to receive the entire award from any taking or condemnation without any payment to Tenant, and Tenant hereby assigns to Landlord Tenant's interests, if any, in such award; provided, however, Tenant shall be entitled to receive any award or portion of any award specifically designated as being compensation

for Tenant's movable trade fixtures and the compensation to which Tenant shall be allowed by Florida Statute for the sole purpose of relocating its business.

23. DAMAGE BY FIRE OR OTHER CASUALTY.

A. If the Building or the Premises are made substantially untenable by fire or other casualty, Landlord may elect either to:

(i). Terminate this Lease as of the date of such fire or other casualty by delivery of notice of termination to Tenant within thirty (30) days after said date; or

(ii). Without termination of this Lease, proceed with due diligence to repair, restore or rehabilitate the Building or the Premises, other than leasehold improvements paid for by Tenant, at Landlord's expense.

B. If the Premises or the Building are damaged by fire or other casualty, but are not made substantially untenable, then Landlord shall proceed with due diligence to repair and restore the Building or the Premises, other than leasehold improvements paid for by Tenant.

C. If all or any part of the Premises are rendered substantially untenable by fire or other casualty and this Lease is not terminated, Rent shall abate for all or said part of the Premises which are tenable, on a per diem basis from and after the date of the fire or other casualty and until the Premises are repaired and restored.

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

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

efforts to notify Tenant within 24 to 48 hours of Landlord's intent to enter Premises. However, in the event of emergency, Tenant waives its rights to prior notification.

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

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

28. NOTICES. Any written notice required or allowed by this Lease to be given between Landlord and Tenant shall be deemed properly delivered when mailed by certified or registered mail, return receipt requested, postage prepaid and deposited in the United States mail to either Party at the address that appears in Paragraph 1 hereinabove.

29. DEFAULT. The parties covenant and agree that if Tenant fails to pay any installment of rent or Tenant fails to pay any other amount payable under this Lease within ten (10) days of due date then Tenant shall be in default of this Lease. If Tenant violates any of the covenants of this Lease, the Landlord shall provide written notice to the Tenant of the default and Tenant will have ten (10) days from receipt of notice to correct said default.

Landlord shall be in default under this Lease if Landlord has not commenced and pursued with reasonable diligence the cure of any failure of Landlord to meet its obligations under this Lease within thirty (30) days of the receipt of written notice from Tenant. This grace period shall be extended if the default is of a nature that it cannot be completely cured within the thirty (30) day period solely as a result of non-financial circumstances outside

of Landlord's control, provided that Landlord has promptly commenced all appropriate actions to cure the default within the thirty (30) day period and such actions are thereafter diligently and continuously pursued by Landlord in good faith. In no event, however, shall the grace period exceed a total of ninety (90) days.

If the defaulting Party fails to correct default, the other Party shall be entitled to any and all remedies available in law and equity.

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

- A. Terminate this Lease; or
- B. Landlord may re-enter and retake possession for the benefit of Tenant and may relet the Premises for the benefit of Tenant and may proceed to collect any deficiency for Rent without thereby waiving Landlord's right to bring any action; or
- C. Landlord shall have the option of declaring the balance of the entire Rent plus Additional Rent for the entire Lease Term to be immediately due and payable.

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

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

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

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

31. FISCAL FUNDING. In the event funds are not appropriated by Pinellas County Government, as Tenant in any succeeding fiscal year for purposes described herein, then this Lease shall be deemed to terminate at the expiration of the last fiscal year for which funds were appropriated and expended. Upon termination, Additional Rent as defined in paragraph 10 shall be due in full.

32. SURRENDER OF PREMISES. Upon termination of this Lease, whether by lapse of time or otherwise, or upon any termination of Tenant's right to possession of the Premises without termination of the Lease, Tenant shall surrender and vacate the Premises immediately and deliver possession thereof to Landlord in a clean, good and tenantable condition, ordinary wear excepted. Upon any termination which occurs other than by reason of Tenant's default, Tenant shall be entitled to remove from the Premises all furnishings, equipment, and records, provided that Tenant shall repair all damage resulting from such removal and shall restore the Premises to a tenantable condition. All other additions, decorations, fixtures, hardware, and all permanent improvements remaining, in or about the Premises upon termination remain Landlord's property and shall remain upon the Premises without compensation, allowance, or credit to Tenant, whether placed there by Tenant or by Landlord, unless Landlord directs their removal. In the event possession is not immediately delivered to Landlord or if Tenant shall fail to remove all such property which it is entitled or directed to remove, Tenant hereby grants to Landlord full and free license to enter into and upon the Premises with or without process of law for the purpose of returning to Landlord the Premises as of Landlord's former estate, to expel or remove Tenant and any others who may be occupying the Premises and to remove any and all property therefrom using such force as may be necessary, without being deemed guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to Rent or any other right hereunder. Any and all property which may be removed from the Premises by Landlord pursuant to the above or pursuant to law shall be conclusively presumed to have been abandoned by Tenant and title thereto shall pass to Landlord without any cost by setoff, credit or otherwise, and Landlord may, at its option:

(i) accept title to such property in which event Tenant shall be conclusively presumed to have conveyed such property to Landlord under this Lease as a bill of sale; or

(ii) at Tenant's expense, dispose of such property in any manner that Landlord shall choose; or

(iii) at Tenant's expense, store such property.

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

33. ATTORNEY'S FEES. In any action brought to enforce any of the terms of this Lease, the prevailing Party shall be entitled to receive a reasonable fee for the services of his or her attorney for trial and appeal, to be determined by the court, which shall be taxed as a part of costs, as allowed in equitable actions.

34. ESTOPPEL CERTIFICATE. Tenant shall, from time to time, upon not less than ten (10) days prior written request by Landlord, deliver to Landlord a statement in writing certifying that:

A. This Lease is unmodified and in full force and effect, or, if there have been modifications, that the Lease is modified and is in full force and effect; and

B. The dates to which Rent and other charges have been paid and the amount of any Security Deposit; and

C. The Landlord is not in default under any provision of this Lease, or, if in default, a detailed description thereof; and

D. The Tenant has no right of first purchase or option to purchase.

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

36. LANDLORD'S INSURANCE. Landlord shall maintain and pay for fire and extended coverage insurance on Building and Premise in such amounts as Landlord's mortgagees shall require.

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

38. PARKING. Landlord shall have the right from time to time to designate particular parking spaces for the sole and exclusive use of a particular tenant or tenants of the Building, their officers, agents, employees, and invitees. The number of parking spaces designated for use of Tenant, its officers, agents, employees, and invitees, shall be provided on the basis of four (4) spaces for each 1,000 square feet of the leased premises. Landlord additionally shall have the right in its sole discretion, from time to time to designate and reserve particular parking spaces for the sole and exclusive use of customers and clients of tenants of the Building, and neither Tenants nor Tenant's officers, agents, or employees

shall be permitted to park in such spaces at any time. None of the parking areas will be supervised by Landlord, and Landlord shall not be liable for any injuries, damage, theft, or loss to persons or property that may occur upon or near such parking areas.

39. MISCELLANEOUS.

A. All past due amounts to Landlord under this Lease shall bear interest at the five percent (5%) from the date due until paid.

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

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

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

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

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

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

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

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

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

41. DISCLOSURE. John F. Gerlach, CCIM is a licensed real estate broker in the State of Florida dealing in his own account. Tenant shall not be responsible for any broker fees to any party whether or not a Party to this Lease.

42. SMOKING. 29339 U.S. Hwy. 19 North is a smoke free building. Any smoking must be done outside the Building. If Tenant, its agents, employees or servants wish to smoke outside the Building, they will be required to do so away from the front of the Building and the Building's east entrance. All smoking on the property must be done one hundred (100) feet from the building or in the designated smoking area.

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

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

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

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

Landlord shall promptly give Tenant written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving Premises, and any Hazardous Substance or Environmental Law of which Landlord has actual knowledge thereof. If Landlord learns or is notified by any governmental or regulatory authority, that any removal or other remediation of any

Hazardous Substance affecting Premises is necessary, Landlord shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

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

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

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

49. PETS. Pets shall not be allowed in or on the Property without prior written consent of Landlord.

50. RELOCATION OF TENANT. Intentionally deleted.

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

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

{Signatures on following page}

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

WITNESSES:


[Signature]

ATTEST: KEN BURKE, CLERK

By: [Signature]
Deputy Clerk

TENANT: PINELLAS COUNTY
By and through its Board of County
Commissioners

By: Chairman [Signature]

DATE: 6-7-16

WITNESSES:

[Signature]
[Signature]

LANDLORD:
NORTHSIDE SQUARE, LLC

[Signature]
John F. Gerlach

DATE: 5/25/16

APPROVED AS TO FORM

By: [Signature]
Office of the County Attorney

EXHIBIT "A"

LEGAL DESCRIPTION FOR BUILDING/PROPERTY

Parcel 1: A tract of land lying in the Northeast 1/4 of Section 19, Township 28 South, Range 16 East, Clearwater, Pinellas County, Florida, and being more particularly described as follows:

Lot 1: Commence at the North 1/4 corner of Section 19, Township 28 South, Range 16 East, Pinellas County, Florida; thence South 00°00'49" East along the North-South centerline of Section 19, also being the centerline of U.S. Highway 19 (State Road 55), for 1360.98 feet; thence North 89°56'33" East for 100.00 feet to the Point of Beginning, said point being on the Easterly right-of-way line of said U.S. Highway 19, said right-of-way being 200.00 feet in width; thence North 00°00'49" West, 235.00 feet; thence North 89°56'33" East, 64.00 feet; thence North 00°00'49" West, 39.00 feet; thence North 89°56'33" East, 138.00 feet; thence North 00°00'49" West, 150.00 feet; thence North 89°56'33" East, 158.00 feet; thence North 00°00'49" West, 18.00 feet; thence North 89°56'33" East, 140 feet; thence South 00°00'49" East, 442.00 feet; thence South 89°56'33" West, 500.00 feet to the Point of Beginning.

Also known as Lot 1, of NORTHSIDE SQUARE, according to the map or plat thereof recorded in Plat Book 93, Page 31 of the Public Records of Pinellas County, Florida.

Parcel 2: A tract of land lying in the Northeast 1/4 of Section 19, Township 28 South, Range 16 East, Clearwater, Pinellas County, Florida, and being more particularly described as follows:

Lot 5: Commence at the North 1/4 corner of Section 19, Township 28 South, Range 16 East, Pinellas County, Florida; thence South 00°00'49" East along the North-South centerline of Section 19, also being the centerline of U.S. Highway 19 (State Road 55), for 1360.98 feet; thence North 89°56'33" East for 100.00 feet to the Easterly right-of-way line of said U.S. Highway 19, said right-of-way being 200.00 feet in width; thence North 00°00'49" West, 235.00 feet; thence North 89°56'33" East, 64.00 feet; thence North 00°00'49" West, 39.00 feet; thence North 89°56'33" East, 138.00 feet; thence North 00°00'49" West, 150.00 feet; being Point of Beginning of Lot 5; thence North 00°00'49" West, 486.08 feet to the Southern right-of-way of Northside Drive; thence Southeasterly along arc of a curve concave to the Southwest having a radius of 2232.64 feet; chord 265.70 feet; chord bearing South 81°24'50" East, arc length 265.86 feet; thence South 78°00'00" East, 36.08 feet; thence South 00°00'49" East, 420.61 feet; thence South 89°56'33" West, 140.00 feet; thence South 00°00'49" East, 18.00 feet; thence South 89°56'33" West, 158.00 feet to the Point of Beginning.

Also known as Lot 5, of NORTHSIDE SQUARE, according to the map or plat thereof recorded in Plat Book 93, Page 31 of the Public Records of Pinellas County, Florida.

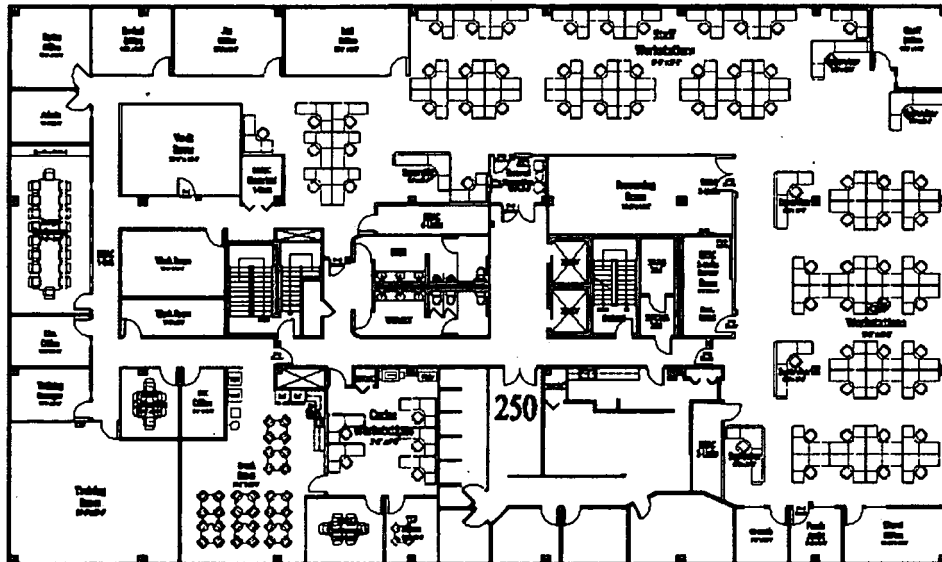
Parcel 3: Easement for Ingress and Egress, Parking and Utilities/Drainage, created in the Declaration recorded in Official Records Book 6185, Page 335, as amended in Official Records Book 6245, Page 1355 and Official Records Book 7056, Page 1627, as affected by Assignment of Developer's Rights recorded in Official Records Book 7460, Page 1845, Official Records Book 8932, Page 1849 and Official Records Book 12860, Page 1623, and Certificate of Compliance filed in Official Records Book 12860, Page 1633, of the Public Records of Pinellas County.

EXHIBIT "B" (Space Plan)

Pinellas County Tax Collector

Northside Square, Suite 200
29399 US Hwy 19 N
Clearwater, FL 33761

Project #: C14.202.3
Date: Rev 08.02.16



SCHEMATIC PLAN - OPTION 2 15,275 RSF



Wall Legend

	EXISTING WALLS TO REMAIN
	NEW WALL REMOVING EXISTING PARTITION

EXHIBIT "B-1" (Tenant Improvements)

1) Acoustical Ceiling:

- a) Suspended white metal grid ceiling, continuous throughout.
- b) 2' x 4' white, lay-in ceiling tiles.
- c) Suspended white metal grid ceiling to be a consistent ceiling height throughout the Premises
- d) Include R-19 insulation above the ceiling tiles throughout the open area where the work stations are located.

2) Doors, Frames, and Hardware:

- a) Interior Doors: 3'0" x 7'-0" solid core wood door with one building standard lever handle hardware, three hinges, and door stop in painted hollow steel knock down frames.
- b) Exterior Doors: 3'0" x 7'-9" solid core wood door with one building standard lever handle exterior lock set hardware and three hinges in painted hollow steel knock down frames.
- c) Dual entry doors at secured reception to be 3'0" x 7'-9" solid core wood doors.

3) Drywall Partitions:

- a) Demising partitions (if required)
 - i) 3 5/8" metal studs 16" on center to underside of structure.
 - ii) 5/8" type gypsum board to underside of structure.
 - iii) Partition taped smooth to receive paint.
 - iv) Partitions abutting interior and/or exterior glass must align with the existing window mullions.
- b) Interior partitions
 - i) 3 5/8" steel studs 16" on center to suspended ceiling.
 - ii) 5/8" gypsum board, each side to underside of suspended ceiling.
 - iii) Partitions abutting interior and/or exterior glass must align with the existing window mullions.
 - iv) Partition taped smooth to receive paint.
- c) Break Room walls to be sound insulated, perimeter walls to deck.

4) Painting:

- a) 1 coat primer/paint, 1 finish coat paint, latex.
- b) Color selection by Tenant from Landlord's building standard materials
- c) Paint one wall of the Training Room and the Conference Room an additional color for receiving projection.

5) Floor Finishes:

- a) Carpet Tiles, Shaw; Style name- Diffuse; #59575; color- Magnetic Fields #75505.
- b) VCT in breakroom and storage rooms – color selected by Tenant from Landlord's building standard materials.

- c) Base – 4" vinyl cove base throughout - color selected by Tenant from Landlord's building standard materials.
- d) Anti-Static tile in server room.
- e) Secured reception area to have carpet tile as noted above.

6) Window Covering:

- a) Thin type, 1" aluminum horizontal mini-blinds on all exterior windows.

7) Lighting:

- a) All lighting fixtures – Metalux 2' x 4' Troffer, with 3 T-8 lamps.
- b) Include as an alternate - Metalux 2' x 4' Troffer LED.

8) Electrical/Data:

- a) Add wall mounted, non-dedicated, grounded duplex outlets for 110 volt 20 amp, to comply with Building Code requirements and tenant's furniture needs at locations, per Tenant's plan.
- b) Electrical switches to equal number of doors installed with additional switches for the Staff Workstation areas.
- c) Telephone/data equipment and panels will be located within the Tenant's server room.
- d) Two data conduit and receptacle boxes per partitioned room.
- e) Telephone/data installation, security system and outside wiring is the responsibility of the Tenant, including all contact and coordination with the appropriate vendor.
- f) Install additional electrical outlets and dedicated outlets in the server room, per coordination with Tenant. Assume 4 Quad outlets, each on a separate circuit.
- g) Install ceiling mounted electrical and projector in the Training Room as well as 7 floor mounted electrical/data locations.
- h) Provide power for card readers installed by Tenant, at locations per Tenant's preliminary plan attached. (To include entry door to Code Enforcement from Break Room and common corridor)
- i) Conference Room to have flush, floor mounted power and data for Tenant's conference table, ceiling mounted electrical and projector, and a T.V. connection at the north end of the room above the mill work.
- j) Extra electric necessary in the Process Room and Lisa's office. In Lisa's office install a total of 4 duplex outlets, 2 on the north wall and 2 on the south wall, both on 2 separate circuits. In the Processing Room install 3 circuits feeding the room and a total of 10 duplex locations.
- k) Supply power and data connections for Tenant's work stations. (Power poles and base feeds to be supplied by Tenant.) Each workstation should have 20 amp electric.
- l) Provide electric, data outlet and blocking for 2 TVs supplied by Tenant on the east wall of the Break Room
- m) Include occupancy sensors in all offices, conference/training rooms, work rooms, vault room and the processing room; only.

9) HVAC:

- a) Interior air supply diffusers will be 2' x 2' lay-in type.
- b) Existing split system HVAC units to be relocated per Tenant's preliminary plan.
- c) Install a separately metered, 5 ton supplemental HVAC unit in the Server Room.
- d) Install a separate VAV unit for the Training Room, unit size to be determined.
- e) Install and revise duct work as necessary.

10) Fire/Life Safety:

- a) Exit Signs to be consistent in design and installed to comply with Building Code requirements.
- b) Install new sprinkler piping and sprinkler heads to match existing, per Tenant's preliminary plan to comply with Building Code requirements.
- c) Emergency lighting to be tied into ceiling lighting with existing wall packs removed.

11) Plumbing/Millwork:

- a) Install sink, countertop, upper and base cabinets in Break Room, per Tenant's preliminary plan.
- b) Install one insta-hot in the break room.
- c) Install water line for two (2) refrigerators supplied by Tenant, in the Break Room.
- d) Install water line for 1 under counter ice maker to be supplied by Landlord in Break Room.
- e) Install electric above the counter top and for the vending machines supplied by Tenant in the Break Room.
- f) Install base cabinets only on north wall of Large Conference Room, per Tenant's preliminary plan.
- g) All cabinet and plastic laminate counter top color selections by Tenant from Landlord's building standard materials.

12) Permit:

- a) Building permits to perform work shall be a part of the Tenant Improvement work.

13) Space Planning/ Construction Drawings:

- a) Tenant Improvement construction drawings shall be part of the Tenant Improvement work.

14) Glass:

- a) Install two (2) lockable, sliding windows on the north and west walls of the secured reception area, per Tenant's preliminary plan.
- b) All private offices to have consistent standard glass sidelight panels with frosted tint applied the full width of the sidelight starting 2' above finished floor and stopping at 6' above finished floor.
- c) Processing Room to have one wall of glass, above counter height, per Tenant's preliminary plan, so there is a line of sight to the work stations to the north.

15) Second Floor Restrooms:

- a) Simultaneously with the Tenant Improvement work within the Premises, Landlord at its expense; will upgrade the common area restrooms on the second floor to the standards of the existing third floor restrooms in the Building. All work to be completed on or before the Commencement Date.

EXHIBIT "B-2" (Budget Cap)

Tenant: Pinellas County - Option 2
Location: Second Floor Northside Square - Suite 200
Square Feet: 15,275
Contractor: JCON, Gravity Systems, FB Contractors
Date: 4-Mar-16
16-Mar-17 Revised
11-Apr-16 Revised

<u>Item</u>	<u>JCON</u>	
	<u>Contractor Bid</u>	<u>Per S.F.</u>
Demolition	\$ 21,017.70	\$ 1.38
Walls	\$ 19,398.50	\$ 1.27
Doors	\$ 2,832.50	\$ 0.19
Glass	\$ 5,522.00	\$ 0.36
Ceilings/Accessories/Insulation	\$ 42,812.00	\$ 2.80
Electrical/Lighting	\$ 107,541.50	\$ 7.04
HVAC	\$ 49,170.00	\$ 3.22
Fire Protection	\$ 18,920.00	\$ 1.24
Plumbing	\$ 5,060.00	\$ 0.33
Flooring	\$ 58,898.40	\$ 3.86
Concrete	\$ 2,475.00	\$ 0.16
Paint/Staining	\$ 18,947.50	\$ 1.24
Millwork	\$ 4,812.50	\$ 0.32
Carpentry	\$ -	\$ -
General Conditions	\$ 25,041.50	\$ 1.64
Architect	\$ 28,259.00	\$ 1.85
Landlord Construction Mgmt.	\$ -	\$ -
Overhead & Profit	\$ 30,000.00	\$ 1.96
Contingency	\$ 20,000.00	\$ 1.31
Total	<u>\$ 460,708.10</u>	<u>\$ 30.16</u>
<u>Options</u>		
LED Fixtures	\$ 2,970.00	\$ 0.19

Exhibit "C" (Option Term Rent)

Full Service Rent during each 12 month Option Term shall be as follows:

Option Term 1: \$23.36/SF

Option Term 2: \$24.06/SF

Option Term 3: \$24.78/SF

Exhibit "D" (Rules and Regulations)

The sidewalks and public portions of the Building, such as entrances, passages, courts, parking areas, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or encumbered by Tenant or its employees, agents, invitees, or guests nor shall they be used for any purpose other than ingress and egress to and from the Premises.

No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades, louvered openings, or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord, unless installed by Landlord. No aerial or antenna shall be erected on the roof or exterior walls of the Premises or on the Building without the prior written consent of Landlord in each instance.

No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by Tenant on any part of the outside of the Premises or Building or on corridor walls or doors or mounted on the inside of any windows without the prior written consent of Landlord. Signs on any entrance door or doors shall conform to Building standards and shall, at Landlord's expense, be inscribed, painted, or affixed for Tenant by sign makers approved by Landlord. In the event of the violation of the foregoing by Tenant, Landlord may install and/or remove same without any liability and may charge the expense incurred to Tenant.

The sashes, sash doors, skylights, windows, heating, ventilating, and air conditioning vents and doors that reflect or admit light and air into the halls, passageways, or other public places in the Building shall not be covered or obstructed by Tenant, or its employees, agents, invitees, or guests, nor shall any bottles, parcels, or other articles be placed outside of the Premises.

No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the public halls, corridors, or vestibules without the prior written consent of Landlord.

The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of fixtures shall be borne by the Tenant who, or whose employees, agents, invitees, or guests, shall have caused the same.

Tenant shall not in any way deface any part of the Premises or the Building. Tenant shall not lay linoleum, or other similar floor covering, so that the same shall come in direct contact with the floor of the Building, and, if linoleum or other similar floor covering is desired to be used, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water, the use of cement or other similar adhesive material being expressly prohibited.

No animals or any kind (except Seeing Eye dogs and other animals used to assist physically challenged individuals) shall be brought upon the Premises or Building.

No cooking shall be done or permitted by Tenant on the Premises except in conformity to law and then only in the utility kitchen (if a utility kitchen was provided for in approved plans for the Premises or if Landlord has consented in writing thereto), which is to be primarily used by Tenant's employees for heating beverages and light snacks. No refrigeration or heating equipment may be placed inside the Premises without the prior written consent of Landlord in each instance. Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeate from the Premises.

No office space in the Building shall be used for the distribution or for the storage of merchandise or for the sale at auction or otherwise of merchandise, goods, or property of any kind.

Tenant shall not make or permit to be made any unseemly or disturbing noises or disturb or interfere with occupants of the Building or neighboring premises or those having business with them. Tenant shall not throw anything out of the doors or windows or down the corridors, stairwells, or elevator shafts of the Building. Tenant shall not make or permit electrical waves which will impair radio or television broadcasting or reception from or in the Building.

Neither Tenant nor any of Tenant's employees, agents, invitees, or guests shall at any time bring or keep upon the Premises any inflammable, combustible, or explosive substance or any chemical substance, other than reasonable amounts of cleaning fluids and solvents required in the normal operation of Tenant's business, all of which shall only be used in strict compliance with all applicable Environmental Laws.

Landlord shall have a valid pass key to all spaces within the Premises at all times during the Lease Term. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof, without the prior written consent of the Landlord and unless and until a duplicate key is delivered to Landlord. Tenant must, upon the termination of its tenancy, restore to the Landlord all keys to stores, offices, and toilet rooms, either furnished to or otherwise procured by Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay Landlord for the cost thereof.

All deliveries, removals, and/or the carrying in or out of any safes, freights, furniture, or bulky matter of any description may be accomplished only with the prior approval of Landlord and then only in approved areas, through the approved loading/service area doors, and during approved hours. Tenant shall assume all liability and risk with respect to such movements. Landlord may restrict the location where such heavy or bulky matters may be placed inside the Premises. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which can or may violate any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part.

Tenant shall not, unless otherwise approved by Landlord, occupy or permit any portion of the Premises demised to it to be occupied as, by, or for a public stenographer or typist, barber shop, bootblackening, beauty shop or manicuring, beauty parlor, telephone or telegraph agency, telephone or secretarial service, messenger service, employment agency, public restaurant or bar, commercial document reproduction or offset printing service, ATM or similar machines, retail, wholesale, or discount shop for sale of merchandise, retail service shop, labor union, school or classroom, governmental or quasi-governmental bureau, department, or agency, including an autonomous governmental corporation, a firm the principal business of which is real estate brokerage, or a company engaged in the business of renting office or desk space; or for a public finance (personal loan) business or for manufacturing, unless Tenant's Lease expressly grants permission to do so. Tenant shall not operate or permit to be operated on the Premises any coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices, and machines for sale of beverages, foods, candy, cigarettes, or other goods), except for those vending machines or similar devices which are for the sole and exclusive use of Tenant's employees, and then only if such operation does not violate the lease of any other tenant of the Building. Tenant shall not engage or pay any employees on the Premises, except those actually working for Tenant on the Premises, nor advertise for labor giving an address at the Premises.

Tenant shall not create or use any advertising mentioning or exhibiting any likeness of the Building without the prior written consent of Landlord. Landlord shall have the right to prohibit any such advertising which, in Landlord's reasonable opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall discontinue such advertising.

Landlord reserves the right to exclude from the Building at all times other than the Normal Business Hours all persons who do not present a pass to the Building on a form or card approved by Landlord. Tenant shall be responsible for all its employees, agents, invitees, or guests who have been issued such a pass at the request of Tenant and shall be liable to Landlord for all acts of such persons.

The Premises shall not be used for lodging or sleeping, or for any immoral, disreputable, or illegal purposes, or for any purpose which may be dangerous to life, limb, or property.

Any maintenance requirements of Tenant will be attended to by Landlord only upon application at the Landlord's office at the Building. Landlord's employees shall not perform any work or do anything outside of their regular duties, unless under specific instructions from the office of Landlord.

Canvassing, soliciting, and peddling within the Building or in the Common Areas is prohibited and Tenant shall cooperate to prevent the same.

There shall not be used in any space, or in the public halls of the Building, either by Tenant or by jobbers or others, in the delivery or receipt of merchandise to Tenant, any hand trucks, except those equipped with rubber tires and side guards. No hand trucks shall

be used in elevators other than those designated by Landlord as service elevators. All deliveries shall be confined to the service areas and through the approved service entries.

In order to obtain maximum effectiveness of the cooling system, Tenant shall lower and/or close venetian or vertical blinds or drapes when the sun's rays fall directly on the exterior windows of the Premises.

In the event that, in Landlord's reasonable opinion, the replacement of ceiling tiles becomes necessary after they have been removed on behalf of Tenant by telephone company installers or others (in both the Premises and the public corridors), the cost of such replacements shall be charged to Tenant on a per tile basis.

All paneling or other wood products not considered furniture which Tenant shall install in the Premises shall be of fire-retardant materials. Prior to the installation of any such materials, Tenant shall submit to Landlord a satisfactory (in the reasonable opinion of Landlord) certification of such materials' fire-retardant characteristics.

All trucks and delivery vans shall be parked in designated areas only and not parked in spaces reserved for cars. All delivery service doors are to remain closed except during the time that deliveries, garbage removal, or other approved uses are taking place therein. All loading and unloading of goods shall be done only at such time, in the areas, and through the entrances designated for such purposes by Landlord.

Tenant shall be responsible for the removal and proper disposition of all crates, oversized trash, boxes, and items termed garbage from the Premises. The corridors and parking and delivery areas are to be kept clean from such items. Tenant shall provide convenient and adequate receptacles for the collection of standard items of trash and shall facilitate the removal of such trash by Landlord. Tenant shall ensure that liquids are not disposed of in such receptacles.

Tenant shall not conduct any business, loading or unloading, assembling, or any other work connected with Tenant's business in any public areas.

Landlord shall not be responsible for lost or stolen personal property, equipment, or money occurring within the Premises or Building, regardless of how or when the loss occurs.

Neither Tenant, nor its employees, agents, invitees, or guests, shall paint or decorate the Premises, or mark, paint, or cut into, drive nails or screw into nor in any way deface any part of the Premises or Building without the prior written consent of Landlord. Notwithstanding the foregoing, standard picture hanging shall be permitted without Landlord's prior consent. If Tenant desires a signal, communications, alarm, or other utility or service connection installed or changed, such work shall be done at the expense of Tenant, with the approval and under the direction of Landlord.

Tenant shall give Landlord prompt notice of all accidents to or defects in air conditioning equipment, plumbing, and electric facilities, or any part or appurtenance of the Premises.

Tenant agrees and fully understands that the overall aesthetic appearance of the Building is of paramount importance; thus Landlord shall maintain complete aesthetic control over any and every portion of the Premises visible from outside the Premises including but not limited to all fixtures, equipment, signs, exterior lighting, plumbing fixtures, shades, awnings, merchandise, displays, art work, wall coverings, or any other object used in Tenant's business. Landlord's control over the visual aesthetics shall be complete and arbitrary. Landlord will notify Tenant in writing of any aesthetic deficiencies and Tenant will have seven (7) days to correct the deficiencies to Landlord's satisfaction or Tenant shall be in default of this Lease and the Default section shall apply.

Tenant shall not install, operate, or maintain in the Premises or in any other area of the Building, any electrical equipment which does not bear the U/L (Underwriters Laboratories) seal of approval, or which would overload the electrical system or any part of the system beyond its capacity for proper, efficient, and safe operation as determined by Landlord, taking into consideration the overall electrical system and the present and future requirements therefor in the Building. Tenant shall not furnish any cooling or heating to the Premises, including, without limitation, the use of any electronic or gas heating devices, without Landlord's prior written consent.

Pursuant to applicable law, the Building is deemed to be a "no-smoking" building and smoking is prohibited in all interior Common Areas. In addition, Landlord may, from time to time, designate non-smoking areas in all or any portion of the exterior Common Areas and within Tenant's Premises. At this time there is NO smoking in front entrance area. The only approved area is in the rear of the building and will be marked. Tenant agrees to inform all employees and assist land in the enforcement of smoking only in designated areas on the property.

Whenever and to the extent that the above Rules and Regulations conflict with any of the rights or obligations of Tenant pursuant to the provisions of the Lease, the provisions of the Lease shall govern.

Tenant shall comply with any recycling programs for the Building implemented by Landlord from time to time.

Landlord may, upon request by any tenant, waive compliance by such tenant with any of the Rules and Regulations provided that (i) no waiver shall be effective unless in writing and signed by Landlord or Landlord's authorized agent, (ii) any such waiver shall not relieve such tenant from the obligation to comply with such Rule or Regulation in the future unless expressly consented to by Landlord, and (iii) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with the Rules and Regulations unless such other tenant has received a similar waiver in writing from Landlord.

Exhibit "E" (Tenant's Acceptance Certificate)

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

Re: Lease Agreement dated _____, 2016
by and between Landlord and Tenant for Suite 200 at 29399 U.S. Hwy. 19 North,
Clearwater, FL 33761, containing approximately 15,275 square feet (the
"Premises").

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

1. The Tenant Improvements required of the Landlord have been completed in all
respects, except for the punch list items, if any, described on Schedule 1, attached
hereto.
2. The Possession Commencement Date is _____, 2016.
3. The Expiration Date is _____, 2021.

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

Landlord, Northside Square, LLC

By: _____

Date: _____

Tenant, Pinellas County

By: _____

Date: _____

APPROVED AS TO FORM

By: Michael A. Zas
Office of the County Attorney

Exhibit "E" - Schedule 1 (Punch List Items)