

INDUSTRIAL 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 **ANTONIO FERNANDEZ AS TRUSTEE OF THE ANTHONY FERNANDEZ IRREVOCABLE TRUST U/A/D 9/13/94 and MAINSTREAM PARTNERS IV, LLC**, whose address for purposes hereof is 2552 22nd Ave N., St. Petersburg, FL 33713, hereinafter collectively 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 the industrial buildings located at 7265-7209 112th Ave N., Pinellas Park, Florida 33782 and 7228-7204 114th Ave. N., Pinellas Park, Florida 33782 (collectively, the "Building"), containing approximately 19,200 and 9,600 square feet, respectively ("Gross Rentable Area of Building") situated on certain real estate commonly known as Mainstream Business Park, 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 28,800 square feet, ("Tenant's Gross Rentable Area") of industrial space known and described as Suites 7209-7265 and 7228-7204 on the first floor of the Building (hereinafter referred to as "Premises"), as depicted in Exhibit A, attached hereto and incorporated herein.

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 October 31, 2016, subject to substantial completion of Tenant Improvements.

Landlord shall invoice Tenant for the cost of any modifications 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." Tenant shall have the option to: (a) remit payment in full within ten (10) days of receipt of said invoice, or (b) have the invoiced amount 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 Modified Gross Rent for the Premises during the Lease Term, together with any Additional Rent, beginning one month from 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 Modified Gross Rent ("Rent") for the Premises an amount equal to \$7.99 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.** Modified Gross Rent shall increase annually on each Anniversary Date by an amount equal to 3% of the Modified Gross Rent for the preceding Lease year (including any Option Terms).

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 two (2), five (5) year renewal terms (each an "Option Term"), upon written notification from Tenant to Landlord at least one hundred twenty (120) days prior to the expiration of the then current Lease Term. Modified Gross 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's Modified Gross 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's Modified Gross Rent. The term "Rent" when used in this Lease shall be deemed to include Landlord's Modified Gross Rent and all forms of Additional Rent.

A. Tenant shall pay to Landlord, as Additional Rent, (i) annual increases in Expenses over the Base Expense Year 2017 in accordance with the terms and provisions of this Section, and (ii) annual increases in Real Estate Taxes over the Base Tax Year 2017 in accordance with the terms and provisions of this Section. "Expenses" shall include the annual condominium association dues and any insurance costs associated with the Premises.

B. Expense Payment:

(i) 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.

(ii) 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. If the Expenses are readjusted and lowered from the originally disputed amount, Tenant shall be entitled to reimbursement or credit for any amount paid over the readjusted Expenses amount.

C. 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).

D. 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.

E. 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.

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

12. LANDLORD AND TENANT RESPONSIBILITIES.

A. TENANT MAINTENANCE AND SERVICES. Tenant agrees to promptly pay all charges for electricity, gas, water and sewer supplied to the Premises, as determined by meter or otherwise. Landlord shall not be liable in any manner for damages to Tenant, or for any other claim by Tenant, resulting from any interruption in utility services, unless the interruption is caused by the Landlord's gross negligence. Tenant shall maintain and pay for janitorial services, indoor pest control, trash removal, light fixtures and light bulbs, data/voice/telecommunication installation and service, security and alarm systems and service, and other necessary utility type services. Tenant shall, at its own cost and expense, have any dumpster/s in excess of a four (4) yard container placed within the Premises and if necessary one (1) waste container no larger than a four (4) yard container placed in a location designated by Landlord, which shall be used for Tenant's trash removal needs. Tenant shall maintain the floors of the Premises and all non-load bearing interior walls.

With regard to all aspects of the Premises, Common Area, and parking areas, Tenant shall be responsible for the full cost of repairs resulting from damage arising solely from the negligence or willful misconduct of Tenant, its employees, representatives, agents, contractors and invitees, and shall reimburse Landlord for all cost and expenses incurred by Landlord as a result thereof, as Additional Rent, within twenty (20) days of receipt of Landlord's demand. Subject to the limitations set forth in F.S. § 768.28.

B. LANDLORD MAINTENANCE AND SERVICES. Landlord shall be responsible for maintenance of the exterior of the Premises, the Parking and Common Areas, including pest control, painting, lighting, site-draining, parking lot maintenance and striping, landscaping and irrigation, exterior doors, exterior windows, and exterior window washing. Landlord shall maintain the roof, structural load-bearing walls and slab on the Premises. Landlord will keep the Common Areas free of all trash and rubbish and maintain the same in a clean, neat, orderly and sanitary condition.

Landlord shall be responsible for maintaining and repairing the electrical panels, boxes and distribution wiring, the plumbing and fixtures, and the HVAC systems. Tenant shall reimburse Landlord, as Additional Rent, within twenty (20) days of receipt of Landlord's invoice, all costs associated with all said maintenance and repair during the full term of this Lease. Notwithstanding Tenant's obligation to pay for the maintenance and repairs, Tenant's obligation for HVAC repairs shall be capped at \$5,000.00 per lease year, which shall not be inclusive of Tenant's obligation to pay for scheduled preventative maintenance

as set forth below. Landlord shall notify Tenant of the name, contact person and phone number of Landlord's electrical, plumbing and HVAC vendors. Landlord may change vendors by notifying Tenant in writing. Tenant will coordinate access with Landlord's vendor(s).

Landlord shall provide scheduled preventive maintenance, including filter replacement, in accordance with the maintenance requirements outlined in Exhibit "F," attached hereto and made a part hereof, and invoice Tenant for reimbursement as Additional Rent. Tenant will coordinate access with Landlord's vendor.

Landlord will ensure that all life safety code requirements are met and maintained including emergency lighting, illuminated exit signs at proper locations, smoke detectors, panic hardware, installation and maintenance of fire extinguisher(s), installation and maintenance of overhead sprinkler, and installation, testing, certification and maintenance of fire alarms and systems.

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 and warehouse 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, without prior written consent of the Landlord, 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, 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 tenantable, 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. 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, unless Tenant is unable to physically occupy and utilize the entire Premises for a period longer than 10 business days, 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 thirty (30) 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. Any and all property which may be removed from the Premises by Landlord after termination 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 (the "Common Areas"). All of such common areas shall be subject to Landlord's sole and exclusive control and shall be operated and maintained in a commercially reasonable manner. 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 48, which shall include 24 assigned spaces and 24 floating spaces. 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. Commercial Partners Realty, Inc. is a licensed real estate broker in the State of Florida and represents the interests of the Landlord in this transaction. Tenant shall not be responsible for any broker fees to any party whether or not a Party to this Lease.

42. SMOKING. The Premises is located within smoke free buildings. 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 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:

By: Della King

Print Name: Della King

By: Jo Lugo

Print Name: Jo Lugo

TENANT:

PINELLAS COUNTY, FLORIDA,

Mark S. Woodard

Mark S. Woodard
County Administrator

10/14/16

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: Chelsa Updy
Attorney

WITNESSES: (As to Both)

By: Christopher Sanders

Print Name: Christopher Sanders

LANDLORD:

THE ANTHONY FERNANDEZ
IRREVOCABLE TRUST U/A/D
9/13/94

Antonio Fernandez
By: Antonio Fernandez, Trustee

DATE: 10/6/16

MAINSTREAM PARTNERS IV,
LLC, a Florida limited liability
company

By: Mainstream America, Inc., a
Florida corporation, its Manager

By: Peter Morrow

Print Name: Peter Morrow

Antonio Fernandez
By: Antonio Fernandez, President

DATE: 10/6/16

EXHIBIT "A"

SITE PLAN FOR BUILDING/PROPERTY

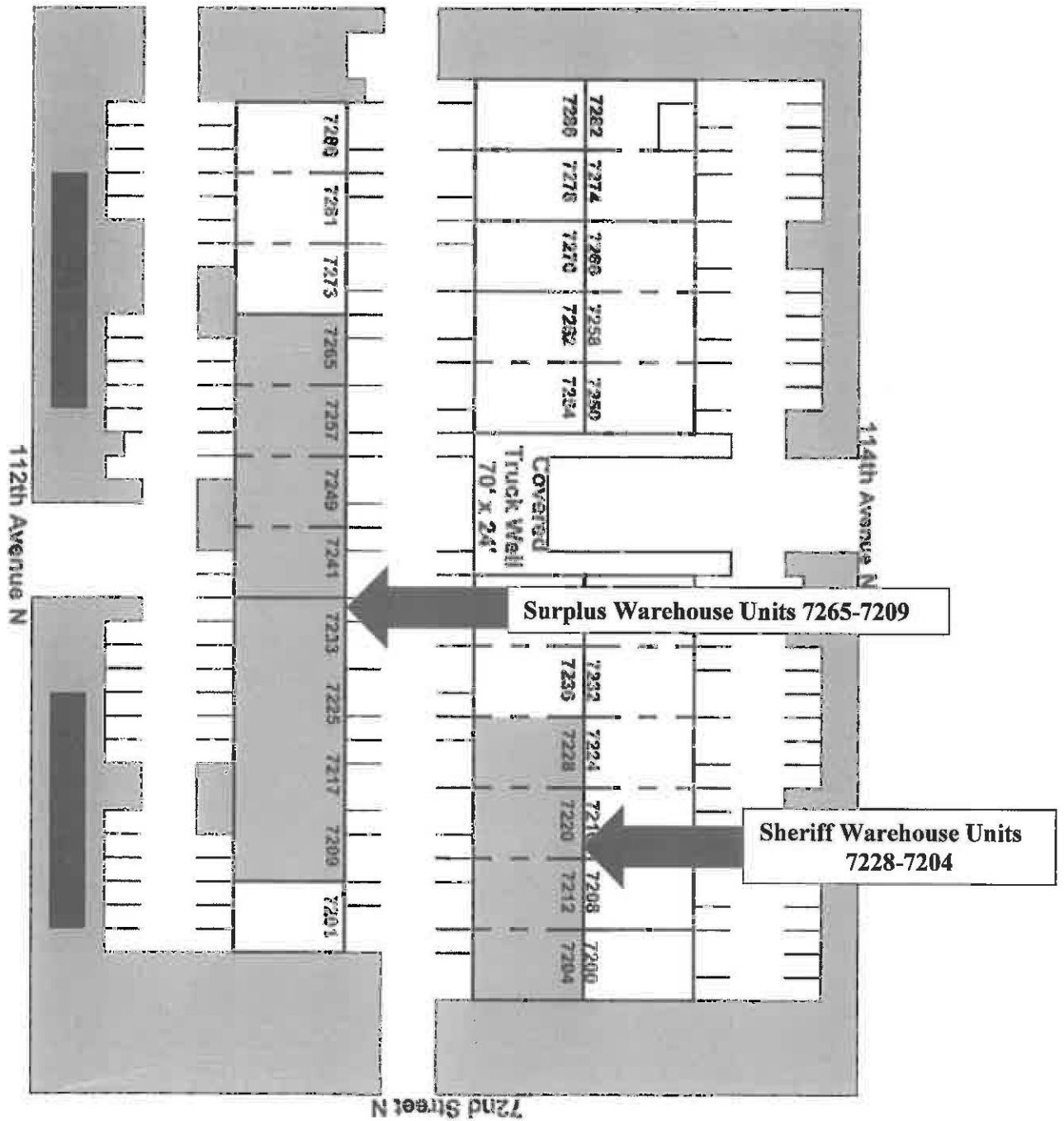


EXHIBIT "B"
(Space Plan)

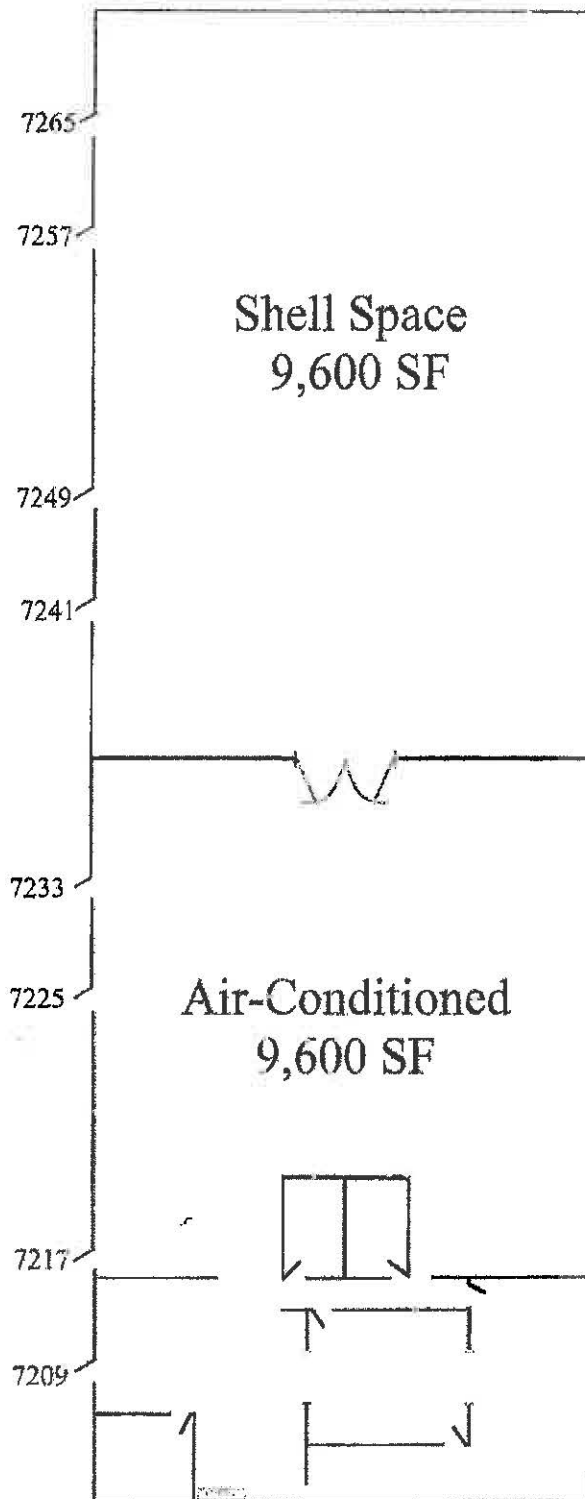


EXHIBIT "B-1"
(Tenant Improvements)

Landlord shall construct a demising wall extending to the roof deck to separate suites 7204-7228 at landlord's sole cost and expense.

Landlord shall modify suites 7209-7265 to accomplish the final layout shown in Exhibit B (Space Plan). The necessary work involved includes, but is not limited to:

- Install a double swing door between suite 7233 and 7241.
- Create openings in the existing walls to open pass through areas as shown in Exhibit B.
- Demo existing walls to create the open space as shown in Exhibit B.
- Remove all carpet and padding throughout and ensure a smooth concrete flooring surface throughout where removed.
- Refinish existing VCT to ensure a clean refreshed appearance.
- Remove millwork deemed unusable by the tenant.
- Remove the existing concrete pole located within the open space to the South of the existing restrooms
- Make any necessary repairs to the restrooms to ensure they are in good working order with new toilet seats and no leaking fixtures.

Landlord shall ensure the existing HVAC system previously installed to serve suites 7209-7233 is in good working order and all inspections and preventive maintenance has been properly completed by a licensed HVAC vendor and provide certification of such to tenant prior to commencement of the lease.

EXHIBIT "B-2"

Mainstream Business Park Tenant Improvement Budget Cap		
General Construction Description	Landlord Contribution	County Contribution
General Conditions	\$ 2,327.00	\$ 1,617.00
Demo	\$ 5,318.00	\$ -
Concrete (Generator Pad)	\$ -	\$ -
Woods & Plastics	\$ -	\$ -
Thermal and Moisture Protection	\$ -	\$ -
Doors and Windows	\$ 1,640.00	\$ 11,638.00
Drywall	\$ 15,906.00	\$ -
Paint	\$ -	\$ -
Ceiling	\$ -	\$ -
Flooring	\$ -	\$ -
Specialties (Fire Extinguisher)	\$ 900.00	\$ -
HVAC	\$ 2,740.00	\$ -
Plumbing	\$ -	\$ 525.00
Fire Life Safety	\$ -	\$ -
Electrical	\$ 54,810.00	\$ 28,240.00
Sub Total	\$ 83,641.00	\$ 42,020.00
Overhead /Profit	\$ 4,600.24	\$ 2,311.09
Insurance	\$ 3,970.84	\$ 1,994.89
TOTAL COST	\$ 92,212.08	\$ 46,325.98

Exhibit "C" (Option Term Rent)

Modified Gross Rent during each 60 month Option Term shall be as follows:

Option Term 1: \$9.19/SF – Year 1 (increasing 3% during each subsequent year of the Option Term)

Option Term 2: \$10.60/SF – Year 1 (increasing 3% during each subsequent year of the Option Term)

Exhibit "D"
(Rules and Regulations)

1. Tenant shall not at any time occupy any part of the Premises, the building or the project as sleeping or lodging quarters.
2. Tenant shall not place, install or operate on the Premises or in any part of the building or the project any stove or cook thereon or therein, or place or use in or about the Premises, the building or project any explosives, acids, caustics, or any flammable, explosive or hazardous material without the written consent of Landlord.
3. Landlord will not be responsible for lost or stolen personal property, equipment, money or jewelry from the Premises, the building or the project regardless of whether such loss occurs when the area is locked against entry or not.
4. No dogs, cats, fowl, or other animals shall be brought in or about the Premises, the building or project. It is acceptable for a Pinellas County Sheriff's Canine to be on the Premises on occasion, only when in the presence of a Pinellas County Sheriff Officer for a short period of time and never overnight.
5. None of the parking, plaza, recreation or lawn areas, entries, passages, doors, elevators, hallways or stairways shall be blocked or obstructed or any rubbish, litter, trash, or material of any nature placed, emptied or thrown into these areas or such area used by Tenant's agents, employees or invitees at any time for purposes inconsistent with their designation by Landlord.
6. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse or by the defacing or injury of any part of the building or the project shall be borne by the person who shall occasion it. No person shall waste water by interfering with the faucets or otherwise.
7. No person shall disturb occupants of the building or the project by the use of any radios, record players, tape recorders, musical instruments, the making of unseemly noises or any unreasonable use.
8. No repair or servicing of any motorized vehicle shall be allowed in the Premises or in any parking or loading areas, roadways or service areas within the Industrial Park. Tenant shall not leave any vehicle in a state of disrepair (including without limitation, flat tires, out of date inspection stickers or license plates) on the Premises or project. No vehicle (including equipment, trailers, and machinery) shall be abandoned or disabled or in a state of non-operation or disrepair upon the property of the Landlord, and the Tenant shall enforce this restriction against Tenant's employees, agents, and invitees. If Tenant or its employees, agents or invitees park their vehicles in areas other than the designated parking areas or leave any vehicle in a state of disrepair, Landlord, after giving written notice to Tenant of such violation, shall have the right to remove such vehicles at Tenant's expense. The landlord understands that Pinellas County Sheriff Office Vehicles will be stored within the premises.
9. Tenant's employees, agents, visitors, guests and invitees shall park vehicles only in parking spaces designated as such by Landlord and shall otherwise comply with such parking and traffic signs, rules and regulations as established from time to time by Landlord. Trucks shall be permitted to park and make deliveries only in spaces assigned to Tenant by Landlord for Tenant's use and in no event shall trucks park in front of a building in which the loading docks are in the rear of the building. The access roads, drives, lanes, passages and entrances shall not be obstructed in any way by Tenant or Tenant's employees, agents, visitors, guests or invitees or used by them for any purpose other than ingress and egress from the Premises. No vehicles in a state of disrepair shall be parked, stored or abandoned in the parking or common areas of the project of which the Premises are a part. Vehicles must be

parked entirely within the stall lines and all directional signs, arrows and posted speed limits must be observed. Parking is prohibited in areas not striped for parking, in aisles, where "No Parking" signs are posted, or ramps, in cross hatched areas, and in other areas as may be designated by Landlord. All responsibility for theft and damage to vehicles or persons or personal property in or on the vehicle is assumed by the owner of the vehicle or its driver.

10. Tenant shall not lay floor covering within the Premises without written approval of the Landlord. The use of cement or other similar adhesive material not easily removed with water is expressly prohibited.
11. Tenant agrees to cooperate and assist Landlord in the prevention of canvassing, soliciting and peddling within the building or project. Tenant will not solicit other tenants in the Property and will not place about the Premises or on vehicles parked or situated at the Premises promotional flyers/brochures or other solicitation materials.
12. Landlord reserve the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary, for the safety, care and cleanliness of the Premises and for the preservation of good order therein.
13. All keys to Premises shall be surrendered to Landlord upon Termination of this Agreement.
14. Notwithstanding anything contained in this Exhibit, the Tenant shall be entitled to use materials and substances that are necessary for it to be able to operate and maintain its business.

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 Suites 7209-7265 located at 7209 112th
Avenue North, Pinellas Park, Florida 33756, containing approximately 19,200
square feet; and for Suites 7228-7204 located at 7228-7204 114th Avenue North,
Pinellas Park, Florida 33756, containing approximately 9,600 square feet
(collectively, 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: THE ANTHONY FERNANDEZ IRREVOCABLE TRUST U/A/D 9/13/94

By: _____

Antonio Fernandez, Trustee

Date: _____

MAINSTREAM PARTNERS IV, LLC, a Florida limited liability company

By: Mainstream America, Inc., a Florida corporation, its Manager

By: Antonio Fernandez, President

Date: _____

Tenant: Pinellas County

By: _____

Date: _____

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

Exhibit "F"
HVAC Maintenance

All Maintenance Agreements shall provide for regular periodic inspections and service of the HVAC system no more than four (4) times each year during the term, including the following:

- Adjust belt tension, if applicable
- Lubricate all moving parts, as necessary
- Inspect and adjust all temperature and safety controls
- Check refrigeration system for moisture
- Inspect compressor oil level and crank heaters
- Check head pressure, suction pressure and oil pressure
- Inspect air filters and replace when necessary
- Check space conditions
- Check condensate drains and drain pans and clean, if necessary
- Run machine through complete cycle
- Clean evaporative and condensing coils, annually
- Inspect and replace, if necessary, all belts
- Check thermostat operation
- Inspect and repair, as necessary, the heating elements
- Any and all other items as recommended by the manufacturer of the unit(s)