

EXHIBIT “D”

RESERVATION OF COUNTY LEASEHOLD INTEREST

LEASE AGREEMENT

between

2500 34TH ST, LLC, a Florida limited liability company

(“LANDLORD”)

and

Pinellas County, a political subdivision of the State of Florida

(“TENANT”)

For

Premises at 1800 – 66th Street North, St. Petersburg, Pinellas County, FL

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) made this ____ day of _____, 2018, between, **2500 34TH ST, LLC**, a Florida limited liability company, (hereinafter “LANDLORD”) and **PINELLAS COUNTY**, a political subdivision of the State of Florida, (hereinafter “TENANT”).

WITNESSETH:

1. PREMISES.

In consideration of the Rent (as defined herein) agreed to be paid by TENANT, and in consideration of the covenants of the respective parties hereto to be performed by them at the time and in the manner hereinafter provided, LANDLORD does hereby lease to the TENANT, and TENANT does hereby lease from LANDLORD, those certain Premises consisting of a **32,947** sf building (“**Building**”) and related improvements as more particularly described on **Attachment “1”** attached hereto, located at **1800 66th Street N., St. Petersburg**, Pinellas County, Florida (hereinafter the “**Premises**”).

LANDLORD and TENANT acknowledge that this Lease is part of an exchange transaction in which TENANT has conveyed to LANDLORD the subject Premises, and LANDLORD has conveyed to TENANT the real property owned by Landlord located at 2500 34th Street, St. Petersburg, Florida (“Tenant’s 2500 – 34th St. Property” as defined in the Exchange Agreement”), which Tenant will ground lease to Landlord, who will construct a new 40,000+/- sf facility (“Facility”) and related surface improvements and will lease such improvements back to Tenant. Landlord’s lease for the new Facility includes an option to purchase the new Facility from LANDLORD.

2. TERM AND RENTAL.

A. Term. The term of this Lease shall commence on the Commencement Date hereinafter set forth in Paragraph 3. TENANT shall have the right to terminate at any time, which shall be effective on the date upon which TENANT has fully vacated the subject Premises, and is occupying the new Facility constructed on the Developer’s Parcel and paying rent under the 2500 Building Lease (“Termination Date”). However, in no such event shall the Term of this Lease extend beyond five (5) years from the Effective Date of this Lease. Upon termination, the Tenant shall have no further obligation hereunder, including but not limited to paying for any costs associated with the premises.

B. Rent. TENANT shall pay the Base Rent at a rate calculated by multiplying the agreed upon value of the Premises of \$3,180,000 times seven percent (7%) to determine the annual Base Rent until such time as TENANT vacates the Premises. Said annual Base Rent shall be \$222,600.00, payable in monthly installments of \$18,550.00. Tenant has the right to partially terminate this Lease with respect to certain portions of the Premises, as set forth in Section 5. At such time as the TENANT has relocated to the new Facility and occupies only a portion of the Premises, TENANT shall continue to pay “Proportionate Base Rent” based on the proportionate share of the Building which remains occupied, expressed as a percentage, determined by a fraction whose numerator is the square footage Tenant continues to occupy and whose denominator is

32,947. For example, if TENANT is only occupying sixty percent (60%) of the Building, TENANT's Proportionate Monthly Base Rent shall be \$11,130.00. Rent shall be payable on or before the first day of each month.

TENANT shall also pay, as Additional Rent, Operating Expenses which shall include:

- (i) Those items set out in **Attachment "2"** attached hereto, and those maintenance expenses set forth in Paragraph 9, ("**Maintenance and Services**"),
- (ii) The actual costs of insurance set forth in Paragraph 12 ("Insurance"), and
- (iii) Real estate taxes and assessments as set forth in Paragraph 10 ("Taxes") for the Building.

Notwithstanding the foregoing, if Tenant vacates a portion of the Building, Tenant shall only pay that proportionate share of Operating Expenses, expressed as a percentage, determined by a fraction whose numerator is the square footage re-let by Landlord and whose denominator is the Building square footage of 32,947. Upon partial vacation, Tenant shall pay the electrical bill pursuant to section 8 herein.

Such payments shall be made in equal monthly installments along with the Base Rent payments.

Non-Controllable operating expenses, hereinafter referred to as "Non-Controllable Expenses," shall mean utility costs, taxes and other costs imposed or established by governmental or regulatory authorities, insurance costs and unionized labor costs, and any other costs which LANDLORD determines in good faith to be beyond LANDLORD'S reasonable control in limiting increases.

Non-Controllable Expenses shall not increase by more than eighteen (18) percent of the previous year's Expenses, hereinafter referred to as the "**Non-Controllable Cap.**" The first full calendar year after the Commencement Date of this Lease shall be the base year for the purpose of calculating "Non-Controllable Operating Expenses" and the application of the "Non-Controllable Cap".

Controllable operating expenses, hereinafter referred to as "Controllable Expenses," shall mean the total of all of the costs and expenses incurred or borne by LANDLORD with respect to the operation and maintenance of the Building including, but not limited to, the costs and expenses incurred for and with respect to: security, repairs, maintenance, and alterations, association assessments, fees, or dues including, but not limited to: painting, repairs, maintenance, replacements, and improvements which are appropriate for the continued operation of the Building; exterior landscaping; fertilization and irrigation supply; parking area maintenance and supply; property management fees; an appropriate share of the cost of an on-site or off-site management office; supplies; and service and maintenance contracts for the Building.

Controllable Expenses are subject to an annual increase during this Agreement, and shall not exceed five (5) percent of the previous year's Expenses, hereinafter referred to as the "**Controllable Cap.**" If Controllable Expenses increase by more than the Controllable Cap in any given year, LANDLORD may carry over the difference to another year, so long as Controllable Expenses billed to TENANT never increase by more than the Controllable Cap. If Controllable Expenses increase by less than the Controllable Cap in any given year, LANDLORD may carry over the unused portion of the Controllable Cap to another year, so long as Controllable Expenses billed to TENANT never increase more than the Controllable Cap. The first full calendar year after the Commencement Date of this lease shall be the base year for the purpose of calculating "Controllable Operating Expenses" and the application of the "Controllable Cap".

In advance, LANDLORD shall reasonably estimate the Non-Controllable and Controllable Expenses, hereinafter collectively referred to as "Expenses," which will be payable for the next calendar year and notify TENANT, in writing, of any change in the monthly Rent due. TENANT shall pay one-twelfth (1/12) of its share of such Expenses as Additional Rent, together with the payment of Base Rent due each month. After the end of each calendar year and after receipt by LANDLORD of all necessary information and computations, LANDLORD shall furnish TENANT a statement of the actual Expenses for the year; and an adjustment shall be made between LANDLORD and TENANT with payment to or repayment by LANDLORD. If Expenses reconcile such that TENANT owes LANDLORD payment, TENANT shall pay LANDLORD the balance due within thirty (30) days of being invoiced by Landlord. If Expenses reconcile such that LANDLORD owes TENANT payment, LANDLORD shall immediately credit TENANT the balance of the repayment as Rent and TENANT shall deduct such balance from the next monthly Rent payment due.

Notwithstanding the foregoing, Tenant's combined base year Non-Controllable and Controllable Expenses for the first year shall not exceed \$6.50 per square foot or \$214,155.50 for the year. On the schedule there aren't any costs in Year 1. Should lease be revised to reflect this?
C. Williams

As used herein "Rent" shall mean Base Rent, Proportional Base Rent and Proportional Additional Rent and any other cost or expense TENANT is obligated to pay defined as Additional Rent under this Lease.

C. Sales Tax Exemption. Pinellas County, as TENANT, is exempt from sales taxes on Rent. However, in the event that TENANT's exempt status is ever changed, TENANT will be responsible for payment of such sales taxes.

3. COMMENCEMENT DATE.

The Commencement Date shall be the date upon which LANDLORD acquires title to the Property on the Closing Date as defined in the Exchange Agreement entered into by and between the parties. This agreement shall be fully executed on or before said Closing Date, but shall not be effective until said Closing Date.

4. USE.

This Lease is made upon the express condition that the Premises shall be used only by Pinellas County, which for purposes of this provision shall include the Pinellas County Property Appraiser, Clerk of the Circuit Court, and the Sixth Judicial Circuit, for governmental or quasi-governmental purposes, and in conformance with the applicable laws and ordinances for Pinellas County, and for no other purpose or purposes, without the written consent of LANDLORD. All rights of TENANT hereunder may be terminated by LANDLORD in the event that any other use is made by TENANT without LANDLORD's consent, or upon TENANT's violation of the Lease and failure to cure such violation within thirty (30) days after written notice thereof, or within the timeframe as otherwise provided herein.

5. POSSESSION; PARTIAL TERMINATION

LANDLORD and TENANT acknowledge that TENANT is already in possession of the Premises and accepts the Premises in "as is" condition. TENANT shall be entitled to full use of the Premises. All terms and conditions set forth herein shall immediately commence upon the

Closing Date as defined in the associated Exchange Agreement executed by and between the parties (the “**Effective Date**”).

LANDLORD and TENANT acknowledge that during the Term TENANT may elect to vacate those portions of the Premises identified as Suites 2 and 3, approximately 14,315 sq. ft. as depicted on Attachment “1”, and Landlord shall thereafter have the right to re-let such portions and renovate such portions, as necessary. Notwithstanding the foregoing, upon such re-letting TENANT shall retain the non-exclusive right to use not less than five (5) parking spaces per one thousand (1000) square feet of space that TENANT continues to occupy, and LANDLORD’s new TENANT lease shall restrict such tenant(s) from using more than the difference between TENANT’S 5/1000 parking spaces and the total number of spaces currently on the Premises and any additional spaces added by LANDLORD during the Term.

6. ASSIGNMENT AND SUBLETTING.

A. TENANT shall not have the right to assign, sublet, or transfer this Lease, or any interest therein, except to another governmental entity. Any attempted assignment, subletting, or transfer in violation of this Paragraph shall be void. TENANT shall have the right to assign this Lease to any affiliate, including but not limited to constitutional officers, municipalities and special districts, provided that such assignment is in form satisfactory to LANDLORD. Any assignee, sublessee or transferee of TENANT’s interest in this Lease (all such assignees, sublessees and transferees being hereinafter referred to as “Transferees”), by assuming TENANT’s obligations hereunder, shall assume all liability to LANDLORD for all amounts due under this Lease. Such Transferees shall not be entitled to credit for any sums paid to persons other than LANDLORD by such Transferees in contravention of this Paragraph. No assignment or subletting shall relieve TENANT of its liability hereunder. If any Event of Default occurs after an assignment or subletting, LANDLORD, in addition to any other remedies provided herein, or provided by law, may collect directly from such Transferee all Rents and other sums payable to TENANT and apply such sums against any sums due LANDLORD hereunder. No such collection shall be construed to constitute a novation or a release of TENANT from the further performance of TENANT’s obligation hereunder.

7. ALTERATIONS.

TENANT shall not make any alterations, additions or improvements to the Premises or penetrate the roof or exterior walls, or install any antenna, satellite dish, or any exterior structure, without the prior written consent of LANDLORD. TENANT, at its own cost and expense, may erect such shelves, bins, machinery and trade fixtures as it desires provided that (a) such items do not alter the basic character of the Premises or the building and/or improvements of which the Premises are a part; (b) such items do not overload or damage the same; (c) such items may be removed without injury to the Premises; and (d) the construction, erection or installation thereof complies with all applicable governmental laws, ordinances, regulations and pursuant to plans and specifications approved by LANDLORD. All alterations, additions, improvements and partitions erected by TENANT shall be and remain the property of TENANT during the term of this Lease and TENANT shall, unless LANDLORD otherwise elects as hereinafter provided, remove all alterations, additions, improvements and partitions erected by TENANT and restore the Premises to their original condition upon termination of this Lease or upon TENANT vacating the Premises (herein a “Terminating Event”); provided however, if LANDLORD so elects prior to a Terminating Event, such alterations, additions, improvements and partitions shall become the

property of the LANDLORD as of the Terminating Event, and shall be delivered up to LANDLORD with the Premises. Notwithstanding this provision, any alterations, additions, improvements and partitions which can be removed by TENANT without damage to the Premises, may be removed by TENANT at TENANT's election. All shelves, bins, machinery, and trade fixtures installed by TENANT shall be removed on or before the Terminating Event, at which time TENANT shall restore the Premises to their original condition. All alterations, installations, removals and restoration shall be performed by licensed contractors, with worker's compensation and liability insurance, pursuant to valid building permits, in a good and workmanlike manner so as not to damage or alter the primary structural qualities of the Building and other improvements on the Premises.

8. UTILITIES.

TENANT shall pay for utilities, including water, sewer, electric, telecommunication and trash collection including any deposits required by any such utility provider. LANDLORD shall not be liable for any interruption or failure of utility service on the Premises. At which time the TENANT vacates a portion of the Building, TENANT shall only be responsible for their Proportionate Share of Utilities for the portion of the building still occupied. If TENANT vacates a portion of the Premises, TENANT shall still pay the electrical bill for the entire premises until another tenant moves into the Premises. After another tenant moves into the Premises, TENANT shall pay its proportionate share of the electrical bill.

9. MAINTENANCE AND SERVICES.

LANDLORD shall be responsible for all maintenance, repairs and replacements, except as specifically set forth below, including but not limited to roof, foundation, structural elements, floors, floor covering, window treatments, exterior and interior walls (bearing or non-bearing), ceiling and ceiling tiles, interior and exterior electrical systems (excluding TENANT's communications wiring and systems), lighting and fixtures (including bulb replacement), plumbing systems, including water and sewer, and plumbing fixtures, interior and exterior doors and locks, HVAC systems and components, windows including replacement, landscaping and irrigation systems maintenance, sidewalks, parking lot and driving aisles, exterior painting, and storm water drainage systems. LANDLORD will provide all exterior and interior pest control. TENANT shall reimburse LANDLORD for its proportionate share of such maintenance, repairs and replacement expenses as Additional Rent. This Lease is intended to be triple net lease to LANDLORD and all its proportionate share of expenses incurred hereunder or for the operation of the Premises shall be reimbursed to LANDLORD as provided in this Lease, subject to apportionment as described in Paragraph 2. If Tenant elects, and upon written notice to Landlord, Tenant may undertake any of the maintenance and services set forth above at its expense, and such obligations shall thereupon be deemed transferred to Tenant.

TENANT shall keep the Premises free of all trash and rubbish and maintain them in a clean, neat, orderly and sanitary condition, and shall provide all janitorial services.

TENANT will be responsible for maintenance and certification of security systems and payment of security service, if any. TENANT acknowledges that LANDLORD shall not be responsible for the security of persons and property on the Premises as TENANT will be in sole possession and control of the Premises.

TENANT shall, in a manner acceptable to LANDLORD, repair and pay for any damage caused by the negligence of TENANT, or TENANT's employees, agents, or invitees, or caused by TENANT's defaults hereunder.

In the event TENANT fails to perform any of its obligations as outlined in this Paragraph, or TENANT's replacements and repairs include materials of lesser quality than when the LANDLORD acquired the Premises from TENANT, LANDLORD may at its option, and at such cost as deemed reasonable in LANDLORD's sole opinion, effect such maintenance and repair and TENANT shall upon demand immediately reimburse LANDLORD as Additional Rent for LANDLORD's costs.

10. TAXES.

TENANT shall pay, as Additional Rent, its Proportionate Share of all taxes including ad valorem, non-ad valorem and intangible taxes and assessments on the Premises, including improvements thereof ("Taxes"). To the extent due, ad valorem and non-ad valorem taxes shall be paid by TENANT to LANDLORD in November to secure the maximum discount. Taxes shall be prorated for any partial tax year during the initial calendar year of the Term or the final calendar year of the Term and each party shall pay its proportionate share. If at any time during the Term of this Lease, there shall be levied, assessed or imposed on LANDLORD a capital levy or other tax directly on the Rent received therefrom and/or a franchise tax, assessment, levy or charge measured by or based in whole or in part, upon the Rent from the Premises and/or the Building and improvements constituting the Premises, or any use thereof, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be deemed to be included within the term "Taxes" for the purposes hereof.

Pinellas County, as TENANT, is exempt from paying personal property taxes. However, if TENANT loses its exempt status, TENANT shall be liable for all taxes levied or assessed against any personal property or fixtures placed in the Premises. If any such taxes are levied or assessed against LANDLORD or LANDLORD's property and (i) LANDLORD pays the same or (ii) the assessed value of LANDLORD's property is increased by inclusion of such personal property and fixtures and LANDLORD pays the increased taxes, then, upon demand TENANT shall pay to LANDLORD such taxes.

The foregoing obligations are subject to apportionment as described in Paragraph 2.

11. SIGNS.

TENANT shall be responsible for all repairs and maintenance to any and all signage on the Premises at TENANT's expense. Upon termination of Lease, TENANT will remove all signage at TENANT's expense and repair any damages to the Premises caused by installation of such signage. Directional signage and exterior signage shall be considered part of TENANT's alterations. Notwithstanding the foregoing, TENANT shall not remove sign poles or monument signs, only the sign panels.

12. INSURANCE.

TENANT is self-insured in accordance with § 768.28, Florida Statutes. TENANT shall, at LANDLORD'S request from time to time, provide a letter evidencing that TENANT is self-insured. County will maintain insurance on County personal property.

LANDLORD shall pay for and maintain, as an operating expense, during the term of this Agreement, the following policies of insurance covering the Premises:

(1) Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate limit.

(2) All Risk Property Insurance. Upon all building improvements and alterations, including loss of rents and rent abatement coverage, on a special form including, but not limited to, fire and extended coverage, vandalism, malicious mischief and sprinkler leakage in the amount of one hundred percent (100%) of full replacement cost.

(3) Flood Insurance. Flood insurance coverage for the property, if the property is designated on the applicable Flood Insurance Rate Map as being in a Special Flood Hazard Area, in a commercially reasonable amount.

(4) Statutory Workers Compensation and Employers Liability where applicable, of not less than \$500,000.00 or as required by law.

TENANT and LANDLORD each hereby release the other, and waive their right of recovery against the other, for loss or damage arising out of, or incident to the perils actually insured against under this section including, without limitation TENANT'S self-insurance, which perils occur in, on, or about the Premises or Business Center, TENANT, upon obtaining any policies of insurance in lieu of self-insurance, shall give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Agreement and shall obtain any necessary endorsements or riders to effect such waiver.

13. INDEMNIFICATION.

LANDLORD and TENANT hereby agree to be responsible for their respective acts of negligence. Notwithstanding the foregoing, nothing contained in this Agreement shall be construed as a waiver of TENANT'S sovereign immunity. Any claims against TENANT must comply with the procedures found in § 768.28, Florida Statutes. The provisions of this paragraph shall survive the termination of this Agreement.

14. LIABILITY OF LANDLORD; CERTAIN TENANT OBLIGATIONS.

All property of any kind that may be on the Premises during the term of this Lease shall be at the sole risk of TENANT. LANDLORD shall not be liable for damage, theft, or other property loss, that may occur upon any driving aisles or parking areas within the Premises. TENANT, its agents, employees, and invitees enter such areas at their own risk and any security shall be provided by TENANT. The driveways, entrances, and exits upon, into and from parking areas and public rights of way shall not be obstructed by TENANT, TENANT's employees, agents, guests, or invitees. TENANT, its employees, agents, guests and/or invitees shall not park in space(s) that are identified as reserved for others.

15. ACCESS TO PREMISES.

LANDLORD and LANDLORD's agents and representatives shall have the right to enter the Premises at any reasonable time after reasonable notice and in the presence of TENANT to inspect the Premises, to show the Premises to prospective mortgagees, to make such repairs to the Premises as may be permitted by LANDLORD, without abatement of Rent, provided that the business of TENANT shall not be interfered with unreasonably.

16. EVENTS OF DEFAULT; REMEDIES.

A. Events of Default. The following events (herein individually referred to as "Event of Default") each shall be deemed to be events of default by TENANT under this Lease:

i. TENANT shall fail to pay any installment of Rent herein reserved or any other payment or reimbursement to LANDLORD required herein within five (5) calendar days of its due date.

ii. TENANT shall fail to discharge any lien placed upon the Premises in violation of Paragraph 17 hereof within twenty (20) days after any such lien is filed against the Premises.

iii. TENANT shall fail to comply with any term, provision or covenant of this Lease (other than those listed in this Paragraph), and shall not cure such failure within twenty (20) days after written notice to TENANT.

iv. TENANT shall (a) vacate all or a substantial portion of the Premises or (b) fail to continuously operate its business at the Premises for the permitted uses set forth herein, whether or not TENANT is in default of the Rent payments due under this Lease. The foregoing shall not include periods of repair of casualty losses.

B. Remedies. Upon the occurrence of an Event of Default which continues beyond any applicable notice and grace period, then in addition to any rights provided Landlords under Florida law, LANDLORD, at its option, may:

i. Institute proceedings to collect past due Rent and other charges under this Lease from time to time; or

ii. Terminate this Lease by written notice to TENANT and thereafter institute proceedings to dispossess TENANT, without waiving the right to collect all unpaid Rent and other charges under this Lease for the period prior to the time LANDLORD regains possession of the Premises; or

iii. Without terminating this Lease, institute proceedings to dispossess TENANT and upon entry of an order of dispossession, thereafter rent the Premises at the best price obtainable by commercially reasonable methods, including listing the Premises for rent or by private negotiations, and for any term LANDLORD deems proper. TENANT shall be liable to LANDLORD for the deficiency, if any, between the Rent due hereunder and the total rent obtained by LANDLORD for the Premises upon re-letting, after deducting LANDLORD's expenses in making the Premises rent-ready and all reasonable costs incurred in such re-letting, including without limitation advertising costs, legal fees, the costs of removing and storing TENANT's

property, and customary brokerage commissions. The total rent for the term of any re-letting obtained by LANDLORD shall be the property of LANDLORD, and TENANT waives any right to claim any apparent excess of such total rent (net of LANDLORD's the costs set forth above) over the Rent hereunder for the same period.

C. Cumulative Effect. LANDLORD's remedies hereunder shall be cumulative and no remedy shall exclude any other remedy hereunder or by law.

D. Late Charges. In the event TENANT fails to make any payment of Rent or other charges when due, a late charge of five percent (5%) of such delinquent payment shall be payable to help defray the additional cost to LANDLORD for processing such delinquent payment. The failure to pay any late charge within ten (10) days after demand therefor shall be an Event of Default hereunder. The provision for late charges shall be in addition to all of LANDLORD's other remedies hereunder or at law and shall not be construed as liquidated damages or as limiting LANDLORD's other remedies for delinquent payments. LANDLORD shall have no obligation to accept less than full payment of Rent or other obligations; however, accepting any such partial payments shall not be deemed a waiver of the right to immediate payment of the balance or the right to declare a non-payment default for the remaining balance.

E. Surrender of Premises; Waiver. Exercise by LANDLORD of any one or more available remedies shall not be deemed to be an acceptance of surrender of the Premises by LANDLORD, whether by agreement or by operation of law. Any purported surrender of the Premises may be effected only by written agreement of LANDLORD and TENANT. TENANT and LANDLORD further agree that forbearance by LANDLORD to enforce any of its rights or remedies under the Lease upon the occurrence of an Event of Default shall not be deemed to be a waiver of LANDLORD's right to subsequently enforce one or more rights or remedies in connection with any subsequent Event of Default.

F. TENANT's Remedies. If LANDLORD fails to perform any of its obligations hereunder within a reasonable period of time after written notice from TENANT specifying such failure, which in no event shall be longer than thirty (30) days unless the breach is unable to be fully cured with reasonable diligence within 30 days, Tenant is entitled to any remedy in law or equity, including but not limited to termination of this Agreement. TENANT's exclusive remedy shall be an action for damages. All obligations of LANDLORD hereunder will be binding upon LANDLORD only during the period of its ownership of the Premises and not thereafter. The term "LANDLORD" shall mean only the owner, from time to time, of the Premises, and in the event of the transfer by an owner of its interest in the Premises, such owner shall thereupon be released and discharged from all covenants and obligations of LANDLORD thereafter accruing, but such covenants and obligations shall be binding during the Lease Term upon each new owner for the duration of its ownership.

17. COVENANT AGAINST LIENS.

Property owned by a political subdivision of the State is not included as an "owner" under Chapter 713, Florida Statutes, and thus TENANT's interest in the Premises is not subject to liens. TENANT shall notify all contractors and other individuals working on the Premises on TENANT's behalf that TENANT's interest is not subject to liens. Any claim to a lien upon the Premises arising from any act or omission of TENANT shall be valid only against TENANT and shall in all respects be subordinate to the title and rights of LANDLORD, and any person claiming through

LANDLORD, in and to the Premises. It is expressly understood and agreed by TENANT that nothing contained in this Lease shall be construed as a consent or authorization on the part of LANDLORD to subject the right, title, interest or estate of LANDLORD in or to the Premises or the property upon which the Premises is located to liens or liability for improvements, whether under the Construction Lien Law of the State of Florida or otherwise, made or ordered by TENANT, and TENANT shall notify any contractors, materialmen, subcontractors and other persons working on such improvements of this provision. All parties with whom TENANT may deal are hereby put on notice that: LANDLORD'S RIGHT, TITLE, INTEREST AND ESTATE IN AND TO THE PREMISES AND THE PROPERTY UPON WHICH THE PREMISES IS LOCATED SHALL NOT BE SUBJECT TO LIENS OR LIABILITY FOR IMPROVEMENTS MADE OR ORDERED BY TENANT. ALL PERSONS AND ENTITIES MAKING IMPROVEMENTS OR PERFORMING LABOR OR SERVICE AND/OR FURNISHING MATERIALS TO TENANT MUST LOOK SOLELY TO TENANT FOR PAYMENT. TENANT hereby authorizes LANDLORD, but LANDLORD is not required to prepare and record, in the public records, a short form or memorandum of this Lease or a notice which sets forth the provisions contained herein. The Memorandum of Lease shall make reference to the fact that TENANT'S interest is not subject to liens and that TENANT shall not have the right to lien LANDLORD's fee interest in the Premises.

18. WAIVER.

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 a consent or approval of any subsequent similar act by the other party.

19. DESTRUCTION OF PREMISES.

A. If the Premises should be damaged or destroyed by fire or other peril, TENANT immediately shall give written notice to LANDLORD. If the Building should be totally destroyed by any peril covered by the insurance to be provided by LANDLORD under Paragraph 12 above, or if it should be so damaged thereby that in LANDLORD's estimation, rebuilding or repairs cannot be completed within two hundred (200) days after the date of such damage, this Lease shall terminate and the Rent shall be abated during the unexpired portion of this Lease, effective upon the date of the occurrence of such damage.

B. If the Building should be damaged by fire or other peril covered by the insurance under Paragraph 12 above, and in LANDLORD's estimation, rebuilding or repairs can be substantially completed within two hundred (200) days after the date of such damage, this Lease shall not terminate, and LANDLORD shall restore the Building to substantially its previous condition, except that LANDLORD shall not be required to rebuild, repair or replace any part of the partitions, fixtures, additions and other improvements that may have been constructed, erected or installed in the Building, by TENANT. If such repairs and rebuilding have not been substantially completed within two hundred (200) days after the date of such damage (subject to delays outside of LANDLORD's control), TENANT shall give LANDLORD written notice of such incompleteness and if LANDLORD does not thereafter complete such repairs and rebuilding within thirty (30) days TENANT, as TENANT's exclusive remedy, may terminate this Lease by delivering written notice of termination to LANDLORD. In which event the rights and obligations hereunder shall terminate. TENANT shall be responsible for the deductibles that are applicable to the insurance policies.

C. Notwithstanding anything herein to the contrary, in the event the holder of any mortgage on the Premises requires that the insurance proceeds be applied to such mortgage indebtedness, then LANDLORD shall have the right to terminate this Lease by delivering written notice of termination to TENANT within fifteen (15) days after such requirement is made known by any such holder, whereupon all rights and obligations hereunder shall terminate.

D. Anything in this Lease to the contrary notwithstanding, LANDLORD and TENANT hereby waive and release each other of and from any and all rights of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any insurable loss or damage that may occur to the Premises, including the Building, or personal property (building contents) within the Building, for any reason regardless of cause or origin. Each party to this Lease agrees immediately after execution of this Lease to give each insurance company which has issued casualty policies of insurance to it, written notice of the terms of the mutual waivers contained in this subparagraph, and if necessary, to have the insurance policies properly endorsed.

20. [Intentionally deleted]

21. OBSERVANCE OF LAWS.

TENANT agrees to observe, comply with and execute promptly at its expense during the term hereof, all laws, rules, requirements, orders, directives, codes, ordinances and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, and of insurance carriers, due to its use or occupancy of the Premises. All additions, alterations, installations, partitions, or changes by TENANT shall be in full compliance with all applicable laws, rules, and regulations.

22. RELATIONSHIP OF THE PARTIES.

Nothing contained herein shall be deemed to create the relationship of principal and agent or of partnership or joint venture between the parties, it being 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.

23. QUIET ENJOYMENT.

LANDLORD covenants and agrees that upon TENANT paying the Rent and performing all of the covenants and conditions on TENANT's part to be performed, TENANT shall peaceably hold the Premises for the Term.

24. NOTICES.

Each provision of this Lease or of any applicable governmental laws, ordinances, regulations and other requirements delivery of notice or payment by either party shall be deemed to be complied with upon the following:

A. All Rent and other payments by TENANT to LANDLORD shall be payable to LANDLORD at the address set forth below or at such other address as LANDLORD may specify from time to time by written notice delivered in accordance herewith. TENANT's obligation to

pay Rent and any other amounts to LANDLORD shall not be deemed satisfied until such sums have been actually received by LANDLORD.

B. All payments required to be made by LANDLORD to TENANT shall be payable to TENANT at the address set forth below, or at such other address within Pinellas County as TENANT may specify from time to time by written notice delivered in accordance herewith.

C. Any written notice shall be deemed to be delivered whether actually received or not when (i) deposited with the United States Postal Service postage prepaid, Certified or Registered Mail, or (ii) deposited with a nationally recognized overnight courier service such as Federal Express or UPS, in each case addressed to the parties hereto at the respective addresses set out below, or at such other address as specified by a written notice as provided herein.

LANDLORD:

2500 34TH ST, LLC
c/o Belleair Development, LLC
6654 – 78th Avenue North
Pinellas Park, FL 33781
Attn: Christian A. Yepes

TENANT:

Pinellas County – Real Estate Management
Attn: Real Property Manager
509 East Avenue South
Clearwater, FL 33756

25. SUBORDINATION.

TENANT, upon request of LANDLORD, will subordinate this Lease to any mortgages and/or liens which shall now or hereafter affect the Premises and to any renewal, modification or extension thereof; subject, however, to the following conditions and only if such conditions have been met. TENANT, upon request, but at LANDLORD's sole expense, will execute and deliver such instruments as are reasonably required to subordinate this Lease to such mortgage; provided, however, as a condition precedent thereto LANDLORD shall simultaneously deliver or cause to be delivered to TENANT an agreement in writing executed by such mortgagee and LANDLORD substantially in the form attached hereto as **Attachment "3"** which is by this reference made a part hereof, or in such other form as is reasonably acceptable to TENANT and such mortgagee (an "SNDA") with such SNDA to be recorded in the applicable public records. In the event LANDLORD shall default on any such mortgage, TENANT may elect to make payments on the mortgage, and any payments so made shall immediately be credited to the Rent and any other charges due and payable by TENANT under this Lease. TENANT's obligation to subordinate this Lease is expressly conditioned upon receipt of an SNDA as described above from the holder of any mortgage, now or hereafter encumbering the Premises or any part thereof. Prior to thirty (30) days following the Effective Date, LANDLORD shall obtain from any and all lenders encumbering its interest in the Property as of such date, and deliver to TENANT, an executed SNDA as described above. If same is not received within such specified time period, then notwithstanding anything in the Lease to the contrary, the Rent Commencement Date shall not occur unless and until all applicable SNDA(s) have been recorded and TENANT may at any time until the recording of the SNDA(s) cancel this Lease on not less than ten (10) days' prior written notice to LANDLORD, whereupon neither Party shall have any further rights, duties, liabilities or obligations hereunder.

26. ESTOPPEL CERTIFICATE.

TENANT shall, at any time within ten (10) days after request from LANDLORD, execute and deliver to LANDLORD a written certificate stating: (i) whether this Lease is in full force and effect; (ii) whether this Lease has been modified or amended and, if so, identifying and describing any such modification or amendment; (iii) the date to which Rent has been paid; (iv) whether TENANT knows of any default on the part of LANDLORD and, if so, specifying the nature of such default; (v) that TENANT is in full and complete possession of the Premises; and (vi) such other factual matters pertaining to this Lease as may be requested by LANDLORD. For this purpose, the TENANT's Real Property Manager is authorized to execute said Estoppel Certificate.

27. [Intentionally Deleted]

28. HAZARDOUS SUBSTANCES.

A. TENANT agrees that (i) no activity will be conducted on the Premises that will produce any Hazardous Substance, except for such activities that are part of the ordinary course of TENANT's business (the "Permitted Activities") provided such Permitted Activities are conducted in accordance with all Environmental Laws; (ii) the Premises will not be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of TENANT's business (the "Permitted Materials") provided such Permitted Materials are properly stored and disposed of in a manner and location meeting all Environmental Laws; (iii) no portion of the Premises will be used as landfill or a dump; (iv) TENANT will not install any underground tanks of any type; (v) TENANT will not allow any surface or subsurface conditions to exist that constitute, or with the passage of time may constitute, a public or private nuisance; (vi) TENANT will not permit any Hazardous Substances to be brought onto the Premises and if so brought or found located thereon, TENANT shall immediately remove same with proper disposal and all required clean-up procedures shall be diligently undertaken pursuant to all Environmental Laws, (vii) LANDLORD shall be permitted to conduct any environmental test deemed reasonably necessary by LANDLORD or LANDLORD's agent to determine the presence of any hazardous substance at TENANT's expense. If TENANT contaminates the Premises, TENANT shall clean up and pay for any associated testing or otherwise comply with all Federal, State, and local laws, rules, regulations or orders.

The term "Hazardous Substances" as used in this Lease shall mean pollutants, contaminants, toxic or hazardous waste, including, but not limited to, asbestos, polychlorinated biphenyls, and petroleum products, or any other substances defined or described as "Hazardous Waste: or "Hazardous Materials", the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law," which term shall mean any federal, state or local law or ordinance relating to pollution or protection of the environment.

B. LANDLORD shall indemnify and hold TENANT fully harmless for any liabilities and remedial actions for Hazardous Substances existing on the Premises on or after the Commencement Date of this Lease. However, TENANT shall indemnify and hold LANDLORD fully harmless for any liabilities and remedial actions for Hazardous Substances existing on the Premises after the Commencement Date of this Lease due to the negligence of TENANT or its customers. The parties' indemnification obligations under this subparagraph shall survive the expiration or sooner termination of this Lease.

C. TENANT agrees to promptly notify LANDLORD of any environmentally hazardous event or procedure, including hazardous waste spills of any kind, regardless of responsibility, and to advise LANDLORD of any environmental concern expressed by any private party or government agency.

29. AIR QUALITY.

LANDLORD shall maintain the Building and Building air-handling systems to provide a healthful indoor air environment and to prevent the amplification of biological agents (mold, mildew, fungi, and bacteria) and dust above proximate outdoor levels.

30. SURRENDER AT END OF TERM.

At the termination of this Lease by its expiration or otherwise, TENANT immediately shall deliver possession to LANDLORD with all repairs and maintenance required herein to be performed by TENANT completed. If for any reason, TENANT retains possession of the Premises after such termination, then LANDLORD may, at its option, serve written notice upon TENANT that such holding over constitutes either creation of a month to month tenancy, upon the terms and conditions set forth in this Lease. The provisions of this paragraph shall not constitute a waiver by LANDLORD of any right of re-entry as herein set forth and as provided by law; nor shall receipt of any Rent or any other act in apparent affirmance of the tenancy operate as a waiver of the right to terminate this Lease or a breach of any of the terms, covenants, or obligations of TENANT. No holding over by TENANT, whether with or without consent of LANDLORD shall operate to extend this Lease except as otherwise expressly provided. The preceding provisions of this Paragraph shall not be construed as consent for TENANT to retain possession of the Premises in the absence of written consent thereto by LANDLORD.

31. SUCCESSORS AND ASSIGNS.

The covenants, provisions, and agreements herein contained shall in every case be binding upon and inure to the benefit of the parties hereto respectively and their respective successors and assigns, as applicable, except that the right of the TENANT to assign TENANT's interest under this Lease is subject to Paragraph 6.

32. RADON GAS.

Radon is a natural 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 the County Public Health Department.

33. 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 the Term of this Lease.

34. ENTIRE AGREEMENT.

This Lease, including all attachments and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the Parties, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the rights of the parties as set forth herein.

35. MISCELLANEOUS.

A. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

B. The terms, provisions, covenants and conditions contained in this Lease shall run with the land and shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective successors and permitted assigns, except as otherwise herein expressly provided. Each party agrees to furnish to the other, promptly upon demand, proof of due authorization evidencing the due authorization of such party to enter into this Lease.

C. LANDLORD shall have the right to sell the Premises and assign this Lease and prepaid Rent to a purchaser, and upon such assignment LANDLORD shall be released from all of its obligations under this Lease accruing subsequent to the sale, and TENANT agrees to attorn to such purchaser, or any other successor or assignee of LANDLORD through foreclosure or deed in lieu of foreclosure or otherwise, and to recognize such person as successor LANDLORD under this Lease.

D. LANDLORD shall not be held responsible for delays in the performance of its obligations hereunder when caused by material shortages, weather, acts of God or labor disputes.

E. All obligations of TENANT hereunder not fully performed as of the expiration or earlier termination of the Term of this Lease shall survive the expiration or earlier termination of the Term hereof, including without limitation, all payment obligations with respect to Taxes and Insurance and obligations concerning the condition and repair of the Premises. Upon the expiration or earlier termination of the Term hereof, and prior to TENANT vacating the Premises, TENANT shall pay to LANDLORD any amount reasonably estimated by LANDLORD as necessary to put the Premises in good condition and repair, reasonable wear and tear excluded. TENANT shall also, prior to vacating the Premises, pay to LANDLORD the amount, as estimated by LANDLORD, of TENANT's obligation hereunder for Taxes and Insurance premiums for the year in which the Lease expires or terminates. All such amounts shall be used and held by LANDLORD for payment of such obligations of TENANT hereunder, with TENANT remaining liable for any additional costs therefore upon demand by LANDLORD, or with any excess to be returned to TENANT after all such obligations have been determined and satisfied as the case may be.

F. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease

that is illegal, invalid, or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

G. All references in this Lease to “the date hereof”, the “Effective Date” or similar reference shall be deemed to refer to the last date, in point of time, on which all parties hereto have executed this Lease.

H. If and when included within the term “LANDLORD,” as used in this instrument, there is more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of a notice specifying some individual at some specific address for the receipt of notices and payments to LANDLORD. If and when included within the term “TENANT,” as used in this instrument, there is more than one person, firm or corporation, all shall jointly arrange among themselves for their joint execution of a notice specifying some individual at some specific address within the continental United States for the receipt of notices and payments to TENANT. All parties included within the terms “LANDLORD” and “TENANT,” respectively shall be bound by notices given in accordance with the provisions of Paragraph 24 hereof to the same effect as if each had received such notice.

I. TENANT agrees that all personal property brought into the Premises by TENANT, its employees, licensees and invitees shall be at the sole risk of TENANT. LANDLORD shall not be liable for theft thereof or of any money deposited therein or for any damages thereto; such theft or damage being the sole responsibility of TENANT.

J. Pursuant to Article VII, Section 10 and Article VII Section 12 of the Florida Constitution, and Florida Statute §129.07, this Lease is based on the appropriation of TENANT funding. In the event funds are not appropriated by or on behalf of the TENANT in any succeeding fiscal year for the purposes described herein, thus preventing the Tenant from performing its contractual duties, then this Lease shall be deemed to terminate at the expiration of the fiscal year for which the funds were appropriated and expended, without penalty or expense to TENANT. TENANT agrees to give as much advanced notice as possible of such termination to Landlord in the event of non-appropriation.

(Remainder of Page Intentionally Left Blank)

(Signatures on Following Page)

IN WITNESS WHEREOF, the Parties have signed this Lease Agreement the day and year first above written.

WITNESSES:

Print Name: _____

Print Name: _____

ATTEST:
KEN BURKE
Clerk of the Circuit Court

Deputy Clerk

LANDLORD:

2500 34TH ST, LLC, a Florida limited liability Company

By: _____

Carlos A. Yepes, Manager

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

By: _____

Chairman

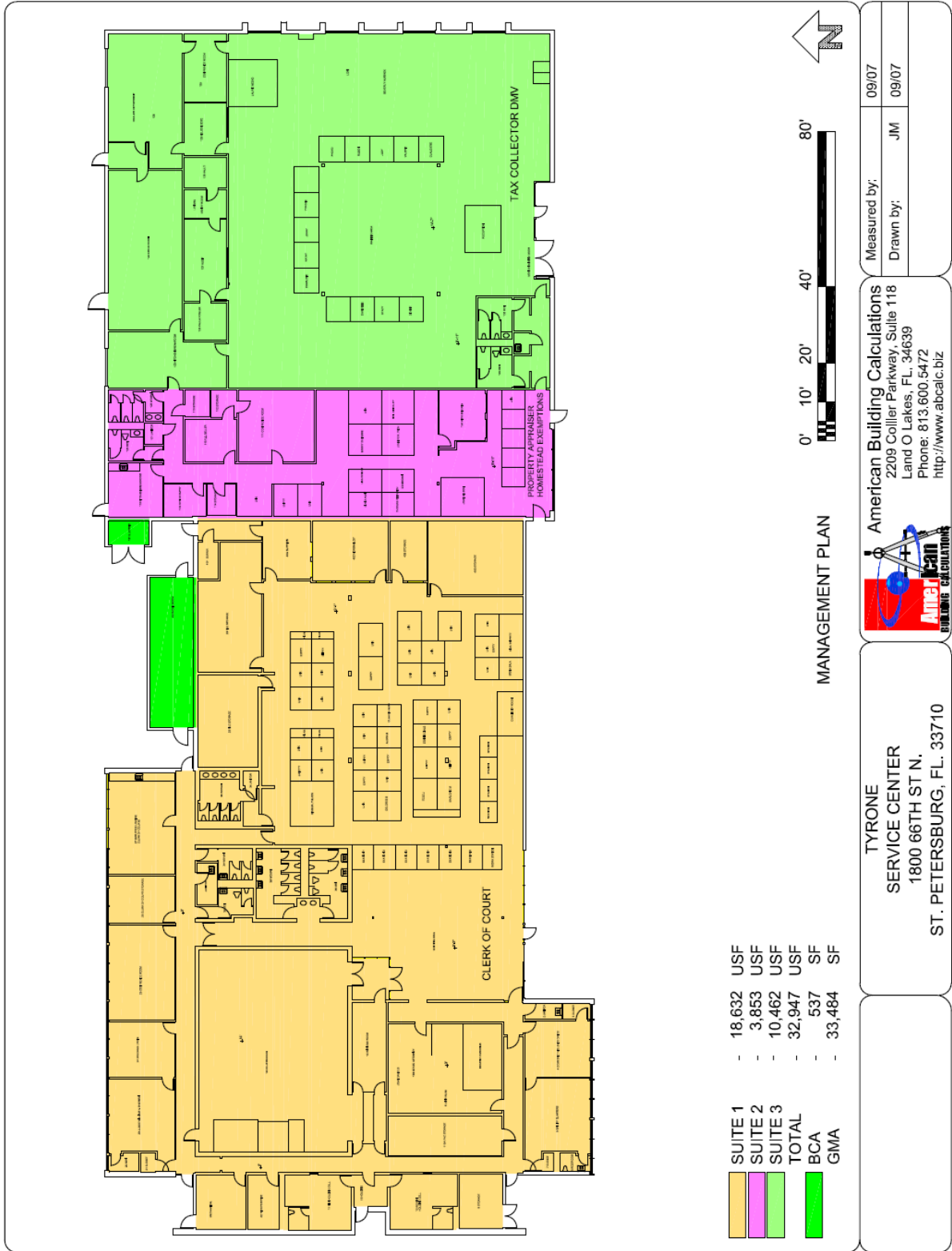
Date: _____

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY

By: _____
Asst. County Attorney

ATTACHMENT "1"

Premises



ATTACHMENT “2”

OPERATING EXPENSES

Including but not limited to the repair and maintenance of:

- Roof
- Foundation
- Structural elements
- Floors and floor covering
- Window treatments
- Exterior and interior walls (bearing or non-bearing)
- Ceiling and ceiling tiles
- Interior and exterior electrical systems
- Lighting and fixtures (including bulb replacement)
- Plumbing systems, including water and sewer
- Plumbing fixtures
- Interior and exterior doors and locks
- HVAC systems and components
- Windows, including replacement
- Landscaping and irrigation systems maintenance
- Sidewalks
- Parking lot and driving aisles
- Exterior painting
- Storm water drainage systems
- Air quality maintenance
- Pest control
- Insurance expenses
- Real estate taxes

ATTACHMENT "3"
Agreed Upon Form SNDA

**SUBORDINATION, NON-DISTURBANCE,
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____ 2017, by and among **TD BANK, N.A.**, a national banking association ("Lender"), whose address is 2307 W. Kennedy Blvd., 2nd Floor, Tampa, 33607, and _____, Florida limited liability companies ("LANDLORD"), whose address is 6654 78th Ave N, Pinellas Park, FL 33781, and _____, a Florida _____ ("TENANT"), whose address is _____.

PART A. BACKGROUND AND PURPOSE

Section 1. **BACKGROUND**. By that certain lease dated _____ with LANDLORD or LANDLORD's predecessors in interest (the "Lease"), TENANT leased certain premises located in Pinellas County, Florida, as described in the Lease, which premises are located on that land described in Exhibit "A" attached hereto incorporated herein. LANDLORD has conveyed, mortgaged and encumbered the land, rents, leases and improvements containing TENANT's premises to Lender by a Mortgage and Security Agreement and other security documents (collectively the "Mortgage") to secure repayment of certain loans from Lender to LANDLORD and performance of such other obligations as are or may be provided therein. The property encumbered by the Mortgage is herein called the "Property". LANDLORD's interest in the Lease has been assigned to Lender as additional security for LANDLORD's obligations under the Mortgage.

Section 2. **PURPOSE**. The parties wish to provide for the subordination of the Lease to the lien of the Mortgage, the non-disturbance of TENANT's possession under the Lease if Lender pursues any remedy provided by the Mortgage, TENANT's attornment to Lender, and certain other matters, all as set forth in this Agreement. Among other things, the mutual covenants contained in this Agreement constitute the consideration for the parties' respective obligations set forth in this Agreement.

PART B. GENERAL COVENANTS

Section 3. **SUBORDINATION**. The Lease, including any and all amendments, modifications, replacements, substitutions, extensions, and renewals, and all other right, title, and interest of TENANT in and to the Property whether now existing or hereafter acquired, is hereby and will continuously remain subordinate, subject, and inferior to the lien of the Mortgage.

Section 4. **RENTS**. LANDLORD and TENANT jointly and severally agree that the Mortgage provides for the direct payment to Lender of all rents and other monies due and to become due to LANDLORD under the Lease, upon the occurrence of certain conditions as set forth in the Mortgage, without Lender's taking possession of the Property or otherwise assuming LANDLORD's position, or any of LANDLORD's obligations, under the Lease. Upon receipt from Lender of written notice to pay all such rents and other monies to or at the direction of Lender, LANDLORD authorizes and directs TENANT thereafter to make all such payments to or at the direction of Lender, releases

TENANT of any and all liability to LANDLORD for any and all payments so made, and will defend, indemnify, and hold TENANT harmless of and from any and all claims, demands, losses, or liabilities asserted by, through, or under LANDLORD (except by Lender) for any and all payments so made. Upon receipt of such notice, TENANT thereafter will pay all monies then due and to become due from TENANT under the Lease to or at the direction of Lender, notwithstanding any provision of the Lease to the contrary. TENANT agrees that neither Lender's demanding or receiving any such payments, nor Lender's exercising any other right, remedy, privilege, power, or immunity granted by the Mortgage, will operate to impose any liability upon Lender for performance of any obligation of LANDLORD under the Lease unless and until Lender elects otherwise in writing. Such payments will continue until Lender directs TENANT otherwise in writing. The provisions of this Section will apply from time to time throughout the term of the Lease.

Section 5. CURE. If TENANT becomes entitled to terminate the Lease because of any default by LANDLORD, then TENANT, as a condition precedent to such termination, shall give Lender written notice specifying LANDLORD's default(s) and TENANT's election to terminate the Lease. Lender then will have the right, but not the obligation, to cure the specified default(s) within a period of twenty (20) days (in the case of a monetary default) or, in the case of a nonmonetary default, thirty (30) days after service of such notice with respect to any default that can be cured within thirty (30) days, or if said default cannot be cured within thirty (30) days, but Lender commences to cure such default within thirty (30) days after service of such notice and diligently proceeds to effect a cure, in such event the Lender shall have a reasonable period of time to cure the default. If Lender within the applicable time period elects not to cure the specified default(s), then, in any such event, TENANT may proceed to terminate the Lease without liability to Lender. If Lender does cure the specified default(s) within the applicable cure period, then the Lease will continue in force and effect notwithstanding TENANT's notice of election to terminate the Lease because of the specified default(s). Neither Lender's undertaking to cure, nor Lender's actual cure, of any and all default(s) pursuant to this Section will operate to impose any liability upon Lender for any obligation of LANDLORD under the Lease, unless and until Lender elects otherwise in writing. The provisions of this Section also apply to TENANT's exercising any right, whether provided by the Lease or otherwise available at law or in equity, to offset, withhold, or abate rents or otherwise to suspend performance of TENANT's obligations under the Lease, except in connection with any casualty loss, as may be provided in the Lease.

Section 6. NON-DISTURBANCE. Lender will not, in the exercise of any right, remedy, or privilege granted by the Mortgage or otherwise available to Lender at law or in equity, disturb TENANT's possession under the Lease so long as this Lease is in full force and effect. Without limitation of the foregoing, and so long as the foregoing conditions are met, Lender agrees that (i) TENANT will not be named as a party to any foreclosure or other proceeding instituted by Lender; and (ii) any sale or other transfer of the Property, or of LANDLORD's interest in the Lease, pursuant to foreclosure or any voluntary conveyance or other proceeding in lieu of foreclosure, will be subject and subordinate to TENANT's possession under the Lease; and (iii) the Lease will continue in force and effect according to its original terms, or with such amendments as Lender shall have approved, as provided below.

Section 7. ATTORNTMENT. So long as TENANT is notified in writing, TENANT will attorn to Lender, to any receiver or similar official for the Property appointed at the instance and request, or with the consent, of Lender, and to any person who acquires the Property, or the LANDLORD's interest in the Lease, or both, pursuant to Lender's exercise of any right, remedy, or privilege granted by the Mortgage or otherwise available at law or in equity, or by virtue of a conveyance of the Property

by LANDLORD to a third party. Without limitation, TENANT will attorn to any person or entity that acquires the Property from LANDLORD or pursuant to foreclosure of the Mortgage, or by any proceeding or voluntary conveyance in lieu of such foreclosure, or from Lender, whether by sale, exchange, or otherwise. TENANT from time to time will execute and deliver at Lender's request all instruments that may be necessary or appropriate to evidence such attornment. Upon any attornment under this Section, the Lease will continue in full force and effect as a direct lease between TENANT and the person or entity to whom TENANT attorns, except that such person or entity will not be: (i) liable for any act, omission, or default of any prior Landlord, but this shall not relieve the new Landlord of the obligation, as LANDLORD under the Lease, to cure all defaults still existing on the date the new Landlord becomes LANDLORD under the Lease; or (ii) subject to any offsets, claims, or defenses that TENANT may have against any prior Landlord but not if either Lender or the new Landlord receives notice from TENANT of such claim of setoff, defense or counterclaim or of the factual basis for such claim, provided TENANT has given written notice to Lender within fifteen days after receipt of a written request from Lender to TENANT to inform Lender of the existence of any claims offset or defenses that TENANT may have against the LANDLORD under the Lease; or (iii) bound by any amendment to the Lease, to the extent such amendment: (1) reduces the rent or additional rent payable under the Lease; (2) changes the date upon which the Term would otherwise end; (3) more than insignificantly increases LANDLORD's burdens or expenses under the Lease; or (4) more than insignificantly reduces TENANT's obligations under the Lease; that TENANT may have paid for more than one month in advance to any prior LANDLORD except to the extent same is required under the terms of this Lease; or (iv) bound by any amendment or modification of the Lease, or waiver of any of its provisions, made without Lender's consent, as provided in the next Section; or (v) liable for any construction obligations of LANDLORD to TENANT under the Lease.

Section 8. AMENDMENT. LANDLORD and TENANT agree that the terms of the Lease constitute a material inducement to Lender's entering into and performing this Agreement. LANDLORD and TENANT accordingly jointly and severally agree that they will not amend or modify the Lease, or waive the benefit of any of its material provisions, or in any way terminate or surrender the Lease except as expressly provided in the Lease, or this Agreement, or both, without Lender's prior written approval, which will not be unreasonably withheld or delayed so long as no such action will adversely affect the security intended to be provided by the Mortgage. The parties also mutually agree that there will be no merger of the Lease without Lender's prior written consent if TENANT acquires any other estate in the premises demised by the Lease. All amendments, modifications, substitutions, renewals, extensions, and replacements of the Lease will be and remain subordinated as provided in Section 3 above without the necessity of any further act of the Parties.

Section 9. ESTOPPEL LETTERS. Whenever reasonably requested by Lender, LANDLORD and TENANT severally from time to time will execute and deliver to or at the direction of Lender, and without charge, a written certification of all of the following:

(a) That the Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified, and stating the date and nature of each modification);

(b) The date, if any, to which Rent and other sums payable under the Lease have been paid, and the amount of security deposit and prepaid rent, if any;

(c) That no notice has been received by TENANT of any default which has not been cured except as to default specified in such certificate;

(d) That LANDLORD is not in default under the lease except as to default specified in such certificate, nor is there now any fact or condition which, with notice or lapse of time both, will become a default;

(e) Such other matters as may be reasonably requested by Lender. Any such certificate may be relied upon by any actual or prospective purchaser, mortgagee or beneficiary under any deed or mortgage of the Property or any part thereof.

PART C. MISCELLANEOUS

Section 10. NOTICES. All notices, demands, and other communications that must or may be given or made in connection with this Agreement must be in writing and, unless receipt is expressly required, will be deemed delivered or made when mailed by registered or certified mail, return receipt requested, or by express mail, in any event with sufficient postage affixed, and addressed to the parties as follows:

TO LENDER:

TO LANDLORD:

2500 34TH ST, LLC
6654 78th Ave N.
Pinellas Park, FL 33781
Attn: Christian A. Yepes

TO TENANT:

Pinellas County
Real Estate Management
Attn: Real Property Manager
509 East Avenue South
Clearwater, Florida 33756

Such addresses may be changed by notice pursuant to this Section; but notice of change of address is effective only upon receipt. LANDLORD and TENANT jointly and severally agree that they will furnish Lender with copies of all notices relating to the Lease.

Section 11. CONSENT. TENANT agrees with Lender that, to the extent any provision of the Lease requires TENANT's consent to any act or omission of LANDLORD, such consent will not be unreasonably withheld or delayed if, as, and when, and for so long as, Lender holds title to, or actual possession of, the Property, or otherwise succeeds to LANDLORD's interest in the Lease.

Section 12. GENERAL. The provisions of this Agreement bind the respective heirs, successors, and assigns of the parties jointly and severally, and inure to the benefit of the successors and assigns of the Lender. The respective interests of LANDLORD and TENANT in this Agreement may be assigned or otherwise transferred only in connection with the transfer of their respective interests under the Lease; and, if the Lease imposes any restrictions upon TENANT's transfer, such

restrictions are for the benefit of Lender, as well as LANDLORD. The provisions of this Agreement control anything to the contrary contained in the Lease as to Lender and will bind any and all sub-TENANTS of TENANT.

Section 13. GOVERNING LAW. This Agreement was negotiated in Florida, which state the parties agree has a substantial relationship to the parties and to the underlying transaction embodied hereby and in all respects, including without limiting the generality of the foregoing, matters of construction, validity and performance, this Agreement and the obligations arising hereunder shall be governed by and construed in accordance with the substantive, procedural and constitutional laws of the State of Florida and any applicable to contracts made and performed in such state and any applicable law of the United States of America. To the fullest extent permitted by law, LANDLORD and TENANT hereby unconditionally and irrevocably waive any claim to assert that the law of any other jurisdiction governs this Agreement, the Note, the Mortgage, and the other Loan Documents, and this Agreement, the Note, the Mortgage, and the other Loan Documents shall be governed by and construed in accordance with the substantive, procedural and constitutional laws of the State of Florida.

Section 14. CONSTRUCTION. Wherever used in this Agreement, the term "include" is always without limitation and the terms "must," "will," and "should" have the same effect as the term "shall."

Section 15. LENDER OBLIGATION. In the event of a LANDLORD default, Lender shall not assume any obligations of LANDLORD to TENANT with regard to construction obligations or environmental indemnities.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement the date stated above.

"LANDLORD":

Witnesses

By: _____

Print Name: _____

By: _____

Print Name: _____

2500 34TH ST, LLC
Florida limited liability company

By: _____

Name: _____

Title: _____

"Lender":

By: _____

Name: _____

Title: _____

TENANT":

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as Manager of 2500 34th ST _____, LLC, Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Name: _____

Serial #: _____

My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, a national banking association, on behalf of the bank. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Name: _____

Serial #: _____

My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, a _____, on behalf of the _____. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Name: _____

Serial #: _____

My Commission Expires: _____