

LEASE AGREEMENT

THIS LEASE AGREEMENT made this 16 day of April, 2003, by and between HIGHWOODS/FLORIDA HOLDINGS, L.P., HIGHWOODS PROPERTIES, INC., as agent, hereinafter referred to as "LANDLORD," and PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" or "TENANT."

WITNESSETH:

1. PREMISES:

In consideration of the rent hereinafter agreed to be paid by COUNTY to LANDLORD, and in consideration of the covenants of the respective parties hereto, each to the other to be performed by them at the time and in the manner hereinafter provided, LANDLORD does hereby lease and let unto the COUNTY, and COUNTY does hereby lease from LANDLORD, those certain Premises consisting of (1) 12,055 square feet (Suite 100) and (2) 2,943 square feet (Suite 104), located at 29399 U. S. Highway 19, North, situated in Pinellas County, Florida as described in Exhibit "A" attached hereto, together with LANDLORD and TENANT responsibilities for the build out as shown on Exhibit " B"(hereinafter referred to as the "Premises").

2. TERM AND RENTAL:

This Lease shall be for a term of five (5) year(s) for Suite 100 and one (1) year for Suite 104 commencing upon October 1, 2003, and ending on September 30, 2008. The rental for the term shall be \$228,719.50 DOLLARS for the first year payable without notice, in twelve (12) equal installments on or before the first day of each month of the Lease Term and any extension of the Term.

The monthly rent guarantees COUNTY full occupancy of the Premises for a full month. If for any reason other than COUNTY'S default, COUNTY leaves or is forced to leave the Premises, or if the Premises are deemed uninhabitable for any portion of the month, LANDLORD shall reimburse the prorata share of the month's rent. For purposes of rental redetermination the anniversary date is October 1.

COUNTY may terminate this Lease after year three of the initial five (5) year term upon giving one hundred eighty days (180) written notice to LANDLORD. If COUNTY leaves early, COUNTY is responsible to pay the LANDLORD the unamortized portion of the TENANT'S HIGHWOODS/TAX COLLECTOR

improvements paid for by the LANDLORD. See Exhibit "C" attached hereto and made a part of hereof.

This Lease shall be automatically renewed by both parties for Suite 100 for up to two (2) successive additional terms of three (3) years each, unless COUNTY notifies LANDLORD in writing one hundred eighty (180) days prior to the end of any term of its intent not to renew.

This Lease shall be automatically renewed by both parties for Suite 104 for one (1) successive term of one year unless COUNTY notifies LANDLORD in writing one hundred eighty (180) days prior to the end of its intent not to renew.

COUNTY may also terminate this Lease after year two (2) of each the option terms upon giving one hundred eighty days (180) written notice to LANDLORD. If COUNTY leaves early, COUNTY is responsible to pay the LANDLORD the unamortized portion of the painting and carpeting not to exceed six thousand (\$6,000.00) dollars.

3. TENANT IMPROVEMENTS:

LANDLORD will construct and pay for all TENANT improvements described in Exhibit "B" except for the awning, relocation of electric door, electrical upgrades and signs, which will be constructed by the LANDLORD but paid for by the COUNTY. The COUNTY'S portion of these costs, along with additional requests and change orders approved by the COUNTY shall not exceed sixty thousand (\$60,000) dollars.

LANDLORD will provide an invoice for the COUNTY'S costs along with appropriate back up within thirty (30) days after the Commencement Date. The COUNTY will have forty-five (45) days to review these costs and reimburse the LANDLORD.

LANDLORD will provide COUNTY with a five (5) year amortization schedule, based on an interest rate of six (6%) percent for the LANDLORD'S portion of the TENANT improvements. If COUNTY terminates LEASE prior to the expiration of the five (5) year term, COUNTY will pay the total of all monies to the LANDLORD required under the amortization schedule for the TENANT improvements.

4. RENTAL REDETERMINATION:

The monthly base rent for each twelve (12) month period subsequent to the first complete twelve (12) month period occurring during the term of the Lease, or any renewal thereof, shall be computed by multiplying the current base rent by a fraction whose numerator shall be the Consumer Price Index (All Urban Consumers - All Items) issued by the United States Bureau of Labor Statistics of the United States Department of Labor for the month of July in the current

year, and whose denominator shall be said Consumer Price Index (All Urban Consumers - All Items) for the month of July in the prior year. In no event, however, shall the annual rental for any Lease Year during the Lease Term be decreased from the current annual rental rate by the foregoing computation. The percentage of any increase is subject to a minimum of 3% and a maximum of 6% per year. If publication of the Consumer Price Index is discontinued, the most nearly comparable successor index shall be used. The annual rental for each Lease Year determined by the foregoing computation shall be due and payable in twelve (12) equal monthly installments on the dates and in the manner as specified in Paragraph 2 hereof.

5. USE:

This Lease is made on the express condition that the Premises shall be used only in connection with the activities and business of the Pinellas County Tax Collector and in conformance with the applicable laws and ordinances, for Pinellas County use and for no other purpose or purposes, without the written consent of the LANDLORD. All rights of COUNTY hereunder may be terminated by the LANDLORD in the event that any other use be made thereof.

COUNTY agrees that no road tests will be given at this location. In no event shall the Premises be used in connection with law enforcement, penal or probationary activities.

6. POSSESSION:

COUNTY shall be granted possession of the Premises immediately upon the Commencement Date of this Lease and shall be entitled to full use of said Premises. All terms and conditions set forth herein shall immediately commence upon the signing of this Lease by all parties.

7. ASSIGNMENT AND SUBLETTING:

COUNTY shall not assign this Lease; neither shall COUNTY make or permit any offensive or unlawful use of the said Premises; and, COUNTY shall quit and deliver up said Premises at the end of said Term in as good condition as they now are, ordinary wear and decay as occasioned by use of the Premises for Pinellas County use and damage by the elements excepted.

8. ALTERATIONS:

COUNTY shall make no structural change or alteration to the leased Premises or any part thereof without written consent of the LANDLORD, and COUNTY shall be responsible for any

damages to the Premises caused by the COUNTY except ordinary wear and tear as previously described in Paragraph 6. COUNTY shall pay for all charges for labor, services and materials used in connection with any improvements or repairs to the Leased Premises undertaken by COUNTY. Modifications made prior to occupancy and paid for by COUNTY, or any improvements made during the Lease Term shall become property of LANDLORD upon termination of this Lease, unless said improvements can be removed without damage or injury to the property.

At the time modifications are installed, COUNTY and LANDLORD will agree as to whether the COUNTY will be required to remove the modification and return the Premises to the original condition at the time the Lease terminates.

9. UTILITIES:

COUNTY agrees to promptly pay all charges for electricity or gas, supplied the Premises. If such charges are not so paid, they shall be added to the next or any subsequent month's rent thereafter to become due as LANDLORD elects and be collectible in the same manner as rent. LANDLORD shall not be liable in any manner for damages to COUNTY, or for any other claim by COUNTY, resulting from any interruption in utility services, unless the interruption is caused by the LANDLORD. The LANDLORD will provide and pay for water consumption and sewer charges, as well as for trash collection and janitorial service. COUNTY will pay for its own telephone installation and service.

10. MAINTENANCE AND SERVICES:

LANDLORD shall keep said Premises free of all trash and rubbish and maintain the same in a clean, neat, orderly and sanitary condition and shall be responsible for all maintenance, included but not limited to the following: (1) Interior: foundation, floors, carpets, interior walls, interior painting, non-bearing walls, roof, electrical, and electrical fixtures, water fixtures, light bulb replacement, doors and locks, plumbing, HVAC, window replacement; (2) Exterior: landscaping, lawn maintenance, grounds keeping, exterior painting, site drainage, exterior electrical and lighting fixtures, sewer septic systems and plumbing including main water and sewer piping, replacement of outside doors and locks, and window cleaning.

LANDLORD will provide outside pest control monthly and inside when needed.

LANDLORD will paint interior at the end of the five (5) year term.

LANDLORD will clean carpet annually and replace at the end of the initial five (5) year term, if the COUNTY renews for an additional three (3) year term. TENANT will be  
HIGHWOODS/TAX COLLECTOR

responsible for tear down and set up of the system furniture, or pay for the additional cost of using carpet squares, not to exceed seventy-five hundred (\$7,500) dollars.

LANDLORD will insure that all life safety code requirements are met and maintained, including emergency lighting, illuminated exit signs at proper locations, panic hardware, installation and maintenance of fire extinguisher, installation and maintenance of overhead sprinkler, if applicable, installation and maintenance of fire alarm.

LANDLORD will pressure clean exterior walkways and exterior walls when needed, if applicable.

LANDLORD will provide COUNTY the name of the contact person for service of any issues related to service, maintenance, and cleaning prior to the Commencement Date. The contact person shall be available and respond during normal working hours.

COUNTY will be responsible for installation, maintenance and certification of security systems.

COUNTY shall immediately give LANDLORD oral or written notice of any defects or need for repairs, after which LANDLORD shall have a reasonable opportunity to repair or cure defect.

11. TAXES:

LANDLORD covenants and agrees to pay and discharge before delinquency thereof and before penalties shall accrue thereon, any taxes including ad valorem, intangible taxes, and assessments on Premises, including improvements thereof, due and payable during the Term of Lease and any renewals thereof.

12. SIGNS:

COUNTY may install signage at COUNTY'S expense to the interior and exterior of building subject to LANDLORD'S approval, such approval to be at LANDLORD'S sole and absolute discretion. Upon termination of Lease, COUNTY will remove signage at COUNTY'S expense and repair any damages to building caused by signage, if any.

13. INSURANCE:

COUNTY shall provide LANDLORD with a letter evidencing that COUNTY is self-insured if LANDLORD so requests.

14. INDEMNIFICATION:

LANDLORD agrees to indemnify and save harmless the COUNTY from and against all loss or expense including costs and attorney's fees by reason of liability imposed by law upon COUNTY for damages including any strict or statutory liability and any liability under Workers' Compensation Laws because of bodily injury, including death, at the time there from, sustained by any person or persons, or damage to property, including loss of use thereof, arising out of or in consequence of the use of the Premises, whether such injuries to person or damage to property is due or claimed to be due to the negligence of the LANDLORD, its agents, employees and subcontractors, the COUNTY, its Board of County Commissioners, officers and employees, excepting only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY.

15. LIABILITY OF LANDLORD:

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

16. ACCESS TO PREMISES:

LANDLORD shall have the right to enter and inspect the Leased Premises and the operation being conducted thereon at any reasonable time after notice and in the presence of the COUNTY for the purpose of inspecting or conducting tests upon the same, or for making repairs to the Premises or to any property owned or controlled by LANDLORD therein. Such repairs shall not unduly interfere with COUNTY'S business except as is naturally necessitated by the nature of the repairs being affected. In the event of an emergency, LANDLORD shall have the right to enter the Premises without prior notification.

17. DEFAULT:

The parties covenant and agree that if default shall be made in payment of the rent by the COUNTY or if either party shall violate any of the covenants of this Lease, the other party shall provide written notice to the defaulting party and the defaulting party shall have ten (10) days from receipt of notice to correct same.

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

18. COVENANT AGAINST LIENS:

COUNTY shall have no power or authority to create any lien, or permit any lien to attach to the present estate, reversion or other estate of LANDLORD in the Premises herein demised or on the building or other improvements thereon. COUNTY is hereby charged with the responsibility of notifying all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with COUNTY with respect to the Premises or any part thereof, that such persons must look to COUNTY to secure payment of any bill for work done or material furnished to the COUNTY or for any other purpose during the term of this Lease.

19. 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 conditions 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 to or of any subsequent similar act by the other party.

20. DESTRUCTION OF PREMISES:

If the Premises therein shall be partially damaged by fire or other casualty, the damages shall be repaired by and at the expense of LANDLORD. Said repairs shall be made promptly, except that no penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of LANDLORD, and for reasonable delay due to the period that repairs are being made for that portion of the Premises rendered unsuitable for use by COUNTY as a result of fire or casualty.

If the Premises are totally damaged or are rendered wholly untenable by fire or other casualty, the LANDLORD shall promptly restore or rebuild the same and rent shall abate until restoration or rebuilding are completed; on condition, however, that if the Premises are totally damaged or rendered wholly untenable by fire or said other casualty and the Premises cannot be restored or rebuilt within one hundred twenty (120) days, COUNTY and LANDLORD shall have the right and option of terminating this Lease as of the date of such casualty or cause within one hundred twenty (120) days thereafter by giving written notice to the other, and any rents or other payments shall be prorated as of the effective date of such termination and refunded to COUNTY or paid to LANDLORD as the case may be. If this option to cancel is not exercised, LANDLORD shall repair and restore the Premises as aforesaid, and rent shall abate until the Premises are rendered tenantable.

21. CONDEMNATION:

If the whole or any part of the Premises hereby leased shall be taken by any public authority under the power of eminent domain, then the Term of this Lease shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and the rent shall be paid up to that day, and if such portion of the Premises is so taken as to destroy the usefulness of the Premises for the purpose for which the Premises were leased, then, from that day, the COUNTY shall have the right either to terminate this Lease and declare the same null and void, or to continue in the possession of the remainder of the same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the Premises taken. If the COUNTY shall fail to terminate this Lease as aforesaid within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, whereupon this Lease shall continue for the then balance of the Term. If COUNTY fails to exercise its right to cancel, LANDLORD shall, at its own cost and expense, make the repairs made necessary to said partial taking. The COUNTY shall have no right or claim to any condemnation proceeds arising hereunder.

The parties agree that LANDLORD shall give COUNTY notice of the filing of an action in eminent domain within ten (10) days of their initiation even if the action has been filed by COUNTY.

22. OBSERVANCE OF LAWS:

COUNTY 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 shall be in full compliance with the aforementioned authorities.

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. If, after COUNTY takes possession, the ADA or similar Florida Act is changed so that the Premises become noncomplying, LANDLORD will have one hundred twenty (120) days to cure the noncompliance.

23. RELATIONSHIP OF THE 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 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 COUNTY. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

24. QUIET ENJOYMENT:

LANDLORD covenants and agrees that upon COUNTY paying said rent and performing all of the covenants and conditions aforesaid on COUNTY'S part to be observed and performed, the COUNTY shall and may peaceably and quietly have, hold and enjoy the Premises hereby demised for the Term aforesaid.

25. NOTICES:

The checks for rental or other sums accruing hereunder shall be forwarded to the LANDLORD at the following address:

HIGHWOODS/FLORIDA HOLDINGS, L.P.  
P. O. Box 406396  
Atlanta, GA 30384-6396  
Attention: Northside Square Office Building  
Tax ID 56-1869507

until COUNTY is notified otherwise in writing; and all notices given to LANDLORD hereunder shall be forwarded to the LANDLORD at the following addresses:

HIGHWOODS PROPERTIES, INC.  
3111 Dr. Martin Luther King Blvd., Suite 300  
Tampa, FL 33607 Attention: Lease Administrator

and a copy to:

HIGHWOODS/FLORIDA HOLDINGS, L.P.  
c/o HIGHWOODS PROPERTIES, INC., L.P.  
3100 Smoketree Court, Suite 600  
Raleigh, N.C. 27604  
Attention: Manager

by nationally recognized overnight courier service, until COUNTY is notified otherwise in writing. All notices given to COUNTY hereunder shall be forwarded to COUNTY at the following address:

Diane Nelson  
Tax Collector  
315 Court Street  
Clearwater, FL 33756

and a copy to:

Real Estate Administrator  
201 Rogers Street  
Clearwater, FL 33756

by Registered or Certified mail, return receipt requested, or by a nationally recognized overnight courier service, until LANDLORD is notified otherwise in writing.

26. SUBORDINATION:

LANDLORD reserves the right to sell, assign, transfer, mortgage or convey any and all rights it may have in the building, the Leased Premises or this Lease, and to subject this Lease to the lien of any mortgage now or hereafter placed upon the building or the Leased Premises. However, the subordination of this Lease to any mortgage hereafter placed upon the building or the Leased Premises shall be upon the express condition that this Lease is recognized by LANDLORD'S mortgagee and that the rights of COUNTY hereunder shall remain in force despite any default in performance of LANDLORD, or foreclosure proceedings with respect to any such mortgage, provided COUNTY is not in default in any of its obligations hereunder. Upon the request of LANDLORD, COUNTY shall execute any and all instruments deemed by LANDLORD reasonably necessary or advisable to subject and subordinate this Lease, and the rights given COUNTY 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 under this Lease shall recognize this Lease and that the rights of COUNTY hereunder shall remain in force and the obligations of LANDLORD shall be assumed in full by the new owner despite such sale.

27. ESTOPPEL CERTIFICATE:

COUNTY shall, at any time and from time-to-time, upon not less than twenty (20) days prior written request from LANDLORD, execute, acknowledge 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 COUNTY knows of any default on the part of LANDLORD, and if so, specifying the nature of such default; and (v) that the improvements have been fully completed by LANDLORD in accordance with the plans and specifications approved by COUNTY, and that COUNTY is in full and complete possession thereof. For this purpose, the County's Administrator, the County's Real Estate Administrator or the Real Estate Management Coordinator is authorized to execute said Estoppel Certificate.

28. FISCAL FUNDING:

In the event funds are not appropriated by the COUNTY in any succeeding fiscal year for the 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.

29. HAZARDOUS SUBSTANCES:

COUNTY shall not cause or permit the presence, use, disposal, storage or release of any Hazardous Substances on or in the Premises. COUNTY shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two (2) sentences shall not apply to the presence, use or storage on the Premises of small quantities of Hazardous Substances that are handled in accordance with all applicable laws and generally recognized to be appropriate to normal maintenance and office uses.

LANDLORD shall promptly give COUNTY written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substances or Environmental Law of which LANDLORD has actual knowledge. If LANDLORD learns or is notified by a government or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Premises is necessary, LANDLORD will notify COUNTY, and to the extent LANDLORD is responsible, LANDLORD shall promptly take all necessary remedial actions in accordance with Environmental Law.

LANDLORD shall indemnify and hold COUNTY fully harmless for any liabilities and remedial actions of Hazardous Substances for which LANDLORD is responsible under this

Section, except to the extent such liabilities and remedial actions were caused by COUNTY or its officers or employees. LANDLORD'S indemnification obligations under this Section shall survive the expiration or soon termination of the Term of this Lease.

As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and 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 the Premises are located that relate to health, safety or environmental protection.

30. AIR QUALITY:

The LANDLORD shall maintain the building and building air-handling systems to provide a healthful indoor air environment. The LANDLORD shall maintain the building and air handling systems sufficiently to prevent the amplification of biological agents (mold, mildew, fungi, bacteria) and dust above proximate outdoor levels. The COUNTY 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 COUNTY reserves the right to conduct indoor air quality testing. Testing may include volatile organics, formaldehyde, biological agents, humidity, temperature or other compounds.

31. ASBESTOS:

LANDLORD warrants that there is no friable asbestos in the building at commencement of this Lease and that any friable asbestos discovered in the building during the Term of this Lease shall be removed or encapsulated within a reasonable period of time.

32. SURRENDER AT END OF TERM:

Upon the expiration of the Term hereof or the sooner termination of this Lease, COUNTY agrees to surrender and yield possession of the Demised Premises to the LANDLORD, peacefully and without notice, and in good order and condition, broom clean condition, but subject to such ordinary wear and reasonable use thereof, and subject to such damage or destruction or condition as COUNTY is not required to restore or remedy under other Terms and Conditions of Lease.

33. 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 heirs, executors, administrators, successors and assigns, as applicable, except that the right of the COUNTY to assign COUNTY'S interest under this Lease is and shall be subject to the written consent of the LANDLORD as hereinabove provided, which provision it is not intended to waive, qualify or alter in any manner whatsoever by this clause or any other clause herein referring to assigns.

34. 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.

35. PUBLIC ENTITY CRIME ACT:

The LANDLORD is directed to the Florida Public Entity Crime Act, Section 287.133, Florida Statutes, as amended from time-to-time, and the County's requirement that the LANDLORD comply with it in all respects prior to and during the term of this Lease.

36. PARKING:

COUNTY is assigned fifty-eight (58) parking spaces non-exclusive for COUNTY'S use.

37. ENTIRE AGREEMENT:

The Lease Agreement as hereinabove set forth, including all exhibits 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 performance or the rights of the parties as hereinbefore stated.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Lease Agreement the day and year first above written.

WITNESSES:

By: *Alice Diehl*  
Print Name: Alice Diehl

By: *Cheryl A. Grantham*

Print Name: CHERYL A. GRANTHAM

ATTEST: Karleen F. DeBlaker  
Clerk of Circuit Court

By: *Linda R. Reed*  
Print Name: LINDA R. REED  
Deputy Clerk

Approved as to Form  
Office of County Attorney

By: *Sarah Perlehardon*  
Sr. Asst. County Attorney

LANDLORD:

HIGHWOODS/FLORIDA HOLDINGS, L.P.  
a Delaware Limited Partner

By: HIGHWOODS/FLORIDA G.P.CORP., its  
General Partner

By: *Stephen A. Meyers*  
Stephen A. Meyers

Title: Vice President

TENANT/COUNTY:

PINELLAS COUNTY, FLORIDA

By and through its Board of County Commissioners

By: *Karen Williams Seel*

Print Name: KAREN WILLIAMS SEEL  
Chairman

(SEAL)



## Exhibit "B"

Work Letter – Pinellas County Tax Collector's Office

Landlord shall construct the Tenant Improvements in accordance with the plans approved by Landlord and Tenant on the \_\_\_\_\_ of March, 2003.

The project will occur in two (2) phases as described on the construction documents.

Landlord's shall provide the following:

1. Construction Documents – one (1) set of construction documents necessary to obtain a Building Permit from the City of Clearwater.  
Architectural Services to be provided by Hellmuth, Obata & Kassabaum, Inc. –architect will provide Tenant with one revision to the original space plan at no charge.  
  
Engineering Services to be provided by Brady & Anglin, Inc. – one (1) set of electrical, mechanical and plumbing (if required) construction documents necessary to obtain a Building Permit from the City of Clearwater.  
- engineers shall consult with the Pinellas County Tax Collector's staff to determine electrical requirements.
2. Construction of Improvements:
  - a. Demolition and construction of all hard walls per the approved construction documents. Two hundred, thirteen (213) lineal feet of new hard wall built to ceiling shall be provided.
  - b. Demolition and construction of the ceiling where required by the approved construction documents for access only.
  - c. Demolition of flooring and installation of:
    1. Building Standard Carpet – per approved space plan. Carpet to be Mohawk Fairfield II, 28 oz. Direct glued, closed loop. Color to be selected by Tenant.
    2. Building Standard VCT – per approved space plan. Tarkett Expressions VCT. Color to be selected by Tenant.
    3. Building Standard Vinyl Cove Base – Johnsonite or Roppe. Color to be selected by Tenant.
  - d. Building Standard electrical and data drops per the construction documents.
  - e. Modifications to the mechanical system per the construction documents.
  - f. 2 coats of interior flat paint – Building Standard – Coronado Paint. Color to be selected by Tenant.
  - g. Fire alarm system modifications required by Fire Code and construction documents.
  - h. Sidewalk – Four (4) feet wide sidewalk which aprons to six (6) feet wide at a distance of six (6) feet from Tenant's exterior entrance doors.

- i. Install one (1) set of double aluminum storefront exterior doors to match existing system in the Building. Building Standard lock and hardware only. No automatic lock/unlock function is provided.
3. Landlord shall construct the following at Tenant's cost and with tenant's approval (not to exceed \$60,000.00)
  - a. Tenant shall be responsible for the cost of any above Building Standard Electrical Circuits for Tenant's workstations as identified on the construction documents (one (1) 120 volt, 20 amp circuit to each workstation). This cost shall include any upgrades to the current building electrical system identified on the construction documents which are required to provide the above building standard power. Cost shall include engineering drawings necessary for the extra circuitry.
  - b. Relocation of the automatic door opener – including restoration of present location and installation at Tenant's new entrance.
  - c. Exterior Signage – one (1) two-sided V –shaped sign in accordance with Building Standard Signage. The location, size and design of such are subject to Landlord's approval.
  - d. The cost of the awning and labor to install the awning at Tenant's new exterior entrance. Awning to match existing awnings in place at the Northside Retail Center. Awning to be eight feet (8') wide and extend three feet (3') from the Building. Material to be canvas.
  - e. Any additional requests made by the Tenant and the cost for said changes to the approved space plan and construction documents.

Tenant shall provide the following:

1. Removal and/or installation of the demountable partitions as identified on the construction documents.
2. Any moving or reconfiguration of Tenant's system/demountable furniture as required by the construction documents and moving of Tenant's furniture necessary for the installation of the new carpet or VCT.
3. All voice and data cabling – including demolition of existing cable that will no longer be used and installation of new cabling.
4. Security System – Tenant to do any reconfiguration of its security system, including the interface with the automatic door opener at its new exterior entrance.

(\$2,330.57)

## Exhibit "C"

### Amortization Schedule

Tax Collector

PERIOD	PYMT	PRINC	INT	BALANCE
				\$ 120,550.00
1	2330.57	1727.82	\$ 602.75	\$ 118,822.18
2	2330.57	1736.46	\$ 594.11	\$ 117,085.72
3	2330.57	1745.14	\$ 585.43	\$ 115,340.58
4	2330.57	1753.87	\$ 576.70	\$ 113,586.71
5	2330.57	1762.64	\$ 567.93	\$ 111,824.08
6	2330.57	1771.45	\$ 559.12	\$ 110,052.63
7	2330.57	1780.31	\$ 550.26	\$ 108,272.32
8	2330.57	1789.21	\$ 541.36	\$ 106,483.11
9	2330.57	1798.15	\$ 532.42	\$ 104,684.96
10	2330.57	1807.15	\$ 523.42	\$ 102,877.81
11	2330.57	1816.18	\$ 514.39	\$ 101,061.63
12	2330.57	1825.26	\$ 505.31	\$ 99,236.37
13	2330.57	1834.39	\$ 496.18	\$ 97,401.98
14	2330.57	1843.56	\$ 487.01	\$ 95,558.42
15	2330.57	1852.78	\$ 477.79	\$ 93,705.64
16	2330.57	1862.04	\$ 468.53	\$ 91,843.60
17	2330.57	1871.35	\$ 459.22	\$ 89,972.25
18	2330.57	1880.71	\$ 449.86	\$ 88,091.54
19	2330.57	1890.11	\$ 440.46	\$ 86,201.43
20	2330.57	1899.56	\$ 431.01	\$ 84,301.86
21	2330.57	1909.06	\$ 421.51	\$ 82,392.80
22	2330.57	1918.61	\$ 411.96	\$ 80,474.20
23	2330.57	1928.20	\$ 402.37	\$ 78,546.00
24	2330.57	1937.84	\$ 392.73	\$ 76,608.16
25	2330.57	1947.53	\$ 383.04	\$ 74,660.63
26	2330.57	1957.27	\$ 373.30	\$ 72,703.36
27	2330.57	1967.05	\$ 363.52	\$ 70,736.31
28	2330.57	1976.89	\$ 353.68	\$ 68,759.42
29	2330.57	1986.77	\$ 343.80	\$ 66,772.65
30	2330.57	1996.71	\$ 333.86	\$ 64,775.94
31	2330.57	2006.69	\$ 323.88	\$ 62,769.25
32	2330.57	2016.72	\$ 313.85	\$ 60,752.53
33	2330.57	2026.81	\$ 303.76	\$ 58,725.72
34	2330.57	2036.94	\$ 293.63	\$ 56,688.78
35	2330.57	2047.13	\$ 283.44	\$ 54,641.65
36	2330.57	2057.36	\$ 273.21	\$ 52,584.29
37	2330.57	2067.65	\$ 262.92	\$ 50,516.64
38	2330.57	2077.99	\$ 252.58	\$ 48,438.66
39	2330.57	2088.38	\$ 242.19	\$ 46,350.28
40	2330.57	2098.82	\$ 231.75	\$ 44,251.46
41	2330.57	2109.31	\$ 221.26	\$ 42,142.15

42	2330.57	2119.86	\$ 210.71	\$ 40,022.29
43	2330.57	2130.46	\$ 200.11	\$ 37,891.83
44	2330.57	2141.11	\$ 189.46	\$ 35,750.72
45	2330.57	2151.82	\$ 178.75	\$ 33,598.90
46	2330.57	2162.58	\$ 167.99	\$ 31,436.33
47	2330.57	2173.39	\$ 157.18	\$ 29,262.94
48	2330.57	2184.26	\$ 146.31	\$ 27,078.68
49	2330.57	2195.18	\$ 135.39	\$ 24,883.51
50	2330.57	2206.15	\$ 124.42	\$ 22,677.35
51	2330.57	2217.18	\$ 113.39	\$ 20,460.17
52	2330.57	2228.27	\$ 102.30	\$ 18,231.90
53	2330.57	2239.41	\$ 91.16	\$ 15,992.49
54	2330.57	2250.61	\$ 79.96	\$ 13,741.88
55	2330.57	2261.86	\$ 68.71	\$ 11,480.02
56	2330.57	2273.17	\$ 57.40	\$ 9,206.85
57	2330.57	2284.54	\$ 46.03	\$ 6,922.32
58	2330.57	2295.96	\$ 34.61	\$ 4,626.36
59	2330.57	2307.44	\$ 23.13	\$ 2,318.92
60	2330.57	2318.98	\$ 11.59	\$ (0.05)