FIRST AMENDMENT TO THE SECOND FLOOR LEASE AND INCORPORATION OF THE FIRST FLOOR LEASE AND SUITE 280

June, 2017

THIS AGREEMENT (the "Agreement") effective this 2 day of ~~May~~ XXXX, 2017 is hereby entered into by and between **NORTHSIDE SQUARE, LLC,** a Florida limited liability company ("Landlord") and **PINELLAS COUNTY**, a political subdivision of the State of Florida ("Tenant"), jointly referred to as the "Parties".

WITNESSETH:

WHEREAS, Highwoods/Florida, L.P., Highwoods Properties, Inc. (the "Prior Landlord") and Tenant entered into that certain lease agreement with an Effective Date of April 16, 2003 (the "First Floor Lease"), for approximately 12,055 rentable square feet of office space at 29399 U.S. Hwy. 19 North Clearwater, Florida 33761 (the "Office Building"); and

WHEREAS, the Prior Landlord has sold the property and assigned its interests in the Lease to the Landlord; and

WHEREAS, the Landlord and Tenant entered into a subsequent lease, having an Effective Date of June 7, 2016 (the "Second Floor Lease"), for approximately 15,275 rentable square feet of office space in Suite 200, located on the second floor of the Office Building; and

WHEREAS, the Tenant and Landlord desire to combine the First Floor Lease and the Second Floor Lease into one lease agreement, add Suite 280 to the premises, and amend and coordinate their terms as provided herein.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties agree as follows:

1. The First Floor Lease, including all amendments thereto, is expressly incorporated herein and made a part of the Second Floor Lease. Notwithstanding the foregoing to the contrary, upon the Updated Rent Commencement Date (as defined in Paragraph 6 of this Agreement), the First Floor Lease shall automatically terminate, and Landlord's and Tenant's rights and obligations with respect to the premises under the First Floor Lease (the "First Floor Premises"), shall be governed exclusively by the Second Floor Lease. Following the Updated Rent Commencement Date, the Second Floor Lease may be referred to as the "Lease".

2. Paragraph 2 of the Second Floor Lease is amended so that the Premises shall be 29,403 rentable square feet, comprised of approximately 15,275 rentable square feet in Suite 200 (the "Second Floor Premises"), per Exhibit "B" to the Lease, approximately 12,055 rentable square feet, of office space known and described as Suite 100 on the first floor of the Building (the "First Floor Premises"), per attached Exhibit "A" and approximately 2,073 rentable square feet, of office space known as Suite 280 ("Suite

280"). Tenant's Allocated Share shall mean 30.32 percent for the Second Floor Premises, 23.93 percent for the First Floor Premises, and 4.11 percent for Suite 280, which sum is obtained by multiplying by 100 the quotient obtained by dividing (i) Tenant's Gross Rentable Area by (ii) the Gross Rentable Area of Building, as such terms are defined in the Lease.

3. Paragraph 3 of the Second Floor Lease is amended so that the Lease Term for the Second Floor Premises shall be extended through the fifth (5th) anniversary of the Updated Rent Commencement Date.

4. Paragraph 4 of the Second Floor Lease is amended so that, in addition to Landlord's previously completed work to the Second Floor Premises, Landlord shall reconfigure the First Floor Premises and Suite 280 in accordance with the Space Plan as shown on Exhibit "A" attached hereto and made a part hereof (the "Revised Space Plan") and improve the First Floor Premises and Suite 280 in accordance with Exhibit "A-1", attached hereto and made a part hereof (the "Revised Tenant Improvements"). Following Landlord's completion of the Tenant Improvements, the Second Floor Premises, the First Floor Premises and Suite 280 shall collectively be referred to as the "Premises".

5. Tenant agrees that it will, within ten (10) days following Tenant's receipt of a written request by Landlord, execute Exhibit "B" attached hereto and made a part hereof (the "Acceptance Certificate"). If there is any finishing work remaining to be completed which does not materially interfere with the conduct of Tenant's business within the First Floor Premises or Suite 280, Tenant will accept delivery of First Floor Premises and Suite 280 and allow Landlord to complete said finishing work within ten (10) days of Landlord's receipt of the Acceptance Certificate, accompanied by a list in writing of finishing work remaining to be completed.

   Any modification by Tenant to the Revised Space Plan or Revised Tenant Improvements which increases the construction costs to the First Floor Premises or Suite 280 in excess of the Budget Caps, attached hereto as Exhibit "A-2" shall be paid by Landlord and amortized as Additional Rent, over the Lease Term at a rate of five (5%) percent per annum.

6. If, for any reason, Tenant terminates the Lease or Landlord terminates the Lease based on a Tenant default, prior to the expiration of the Lease Term (as extended), in accordance with the terms and conditions of the Lease, Tenant shall pay Landlord the balance of the then unamortized portion of the Tenant Improvements, to include Landlord's unamortized contribution based upon a five (5) year monthly amortization schedule at a rate of eight (8%) percent per annum.

7. Paragraph 6 of the Second Floor Lease is amended so that Rent for the First Floor Premises and Suite 280 shall be an amount equal to $20.17 per square foot, full service, per annum, plus Additional Rent as described in Paragraph 10 of the Second Floor Lease. Full Service Rent shall increase annually by an amount equal to three percent

(3%) of the Full Service Rent for the preceding Lease year as follows: Lease Year 2 - $20.78 per square foot, Lease Year 3 - $21.40 per square foot, Lease Year 4 - $22.04 per square foot, Lease Year 5- $22.70 per square foot. Rent and rent escalations for the Second Floor Premises as described in Second Floor Lease shall remain unchanged by this Agreement. Rent for the First Floor Premises and Suite 280 shall be calculated in accordance with this Agreement beginning on the date the First Floor Premises and Suite 280 are substantially completed with all facilities in operating order (the "Updated Rent Commencement Date"). Following the Updated Rent Commencement Date, Rent for the First Floor Premises and Suite 280 shall be due and payable on the date the next rental payment for the Second Floor Premises is due, and shall continue to be due simultaneously with the Rent for the Second Floor Premises for the remainder of the Lease Term.

8. Paragraph 9 of the Second Floor Lease is amended so that, provided Tenant is not in default of the Lease, Landlord agrees to extend the Lease for the entire Premises (including the First Floor Premises and Suite 280) by up to three (3), one (1) year renewal terms (each an "Option Term") upon written notification from Tenant to Landlord at least one hundred eighty (180) days prior to the expiration of the then current Lease Term. The annual rental rate shall be defined as follows:

   Full Service Rent during each twelve (12) month Option Term for the First Floor Premises and Suite 280 shall be:

   Option Term 1: $23.38 per square foot
   Option Term 2: $24.08 per square foot
   Option Term 3: $24.80 per square foot

   The Full Service Rent for the Second Floor Premises during any Option Term shall remain unchanged, as described in the Second Floor Lease.

9. Paragraph 10 of the Second Floor Lease is amended so that all Additional Rent provisions shall apply to the First Floor Premises and Suite 280. Following Landlord's completion of the Tenant Improvements, the term "Rent" shall include Full Service Rent and Additional Rent for the entire Premises.

10. Subject to the prior rights of existing tenants and after receipt of written notice of Tenant's desire to lease additional expansion space, Landlord shall offer to Tenant any space on the first or second floor of the Building that Landlord is marketing to third party prospects. Landlord's obligation to inform Tenant of additional expansion space shall be for a period of six (6) months immediately following receipt of Tenant's notice. Notwithstanding the foregoing, Landlord shall have no obligation to offer expansion space during the last twenty-four (24) months of the Lease Term.

11. Paragraph 39 of the Second Floor Lease is amended so that the number of parking spaces designated for use of Tenant, its officers, agents, employees, and invitees, shall

be provided adjacent to the Building on the basis of four (4) spaces for each 1,000 square feet of the First Floor Premises, Suite 280 and the Second Floor Premises. Included in the parking ratio for the First Floor Premises shall be five (5) reserved parking spaces dedicated for "Driving Tests". (Tenant shall be permitted to park two (2) Tenant-owned vehicles overnight in the parking spaces reserved for Driving Tests. All responsibility and liability for overnight parking shall rest with Tenant.)

12. Except as amended herein, all terms, covenants and provisions of the Lease shall be and remain in full force and effect and are hereby ratified and confirmed. In the event of any conflict between the terms of the Lease and the terms of this Agreement, the terms of this Agreement shall control. Unless otherwise set forth, the defined terms used in this Agreement shall have the same meanings as set forth in the Lease.

--Signature Page To Follow--

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by the respective authorized officers on the date first above written.

Witnesses:

Della Klug

Print Name: Della Klug

s/Jo Lugo

Print Name: Jo Lugo

Print Name: Macquerite Gerlach

Print Name: CB Cushman

TENANT:

PINELLAS COUNTY

Mark S. Woodard

By: Mark S. Woodard
County Administrator

Date: June 2, 2017

LANDLORD:

NORTHSIDE SQUARE, LLC

By: John F. Gerlach
John F. Gerlach, Manager

Date: May 17, 2017

APPROVED AS TO FORM

BY: Chelsea Marzolf

OFFICE OF THE COUNTY ATTORNEY

EXHIBIT "A" (Tenant's Revised Space Plan)
<u>First Floor Premises</u>

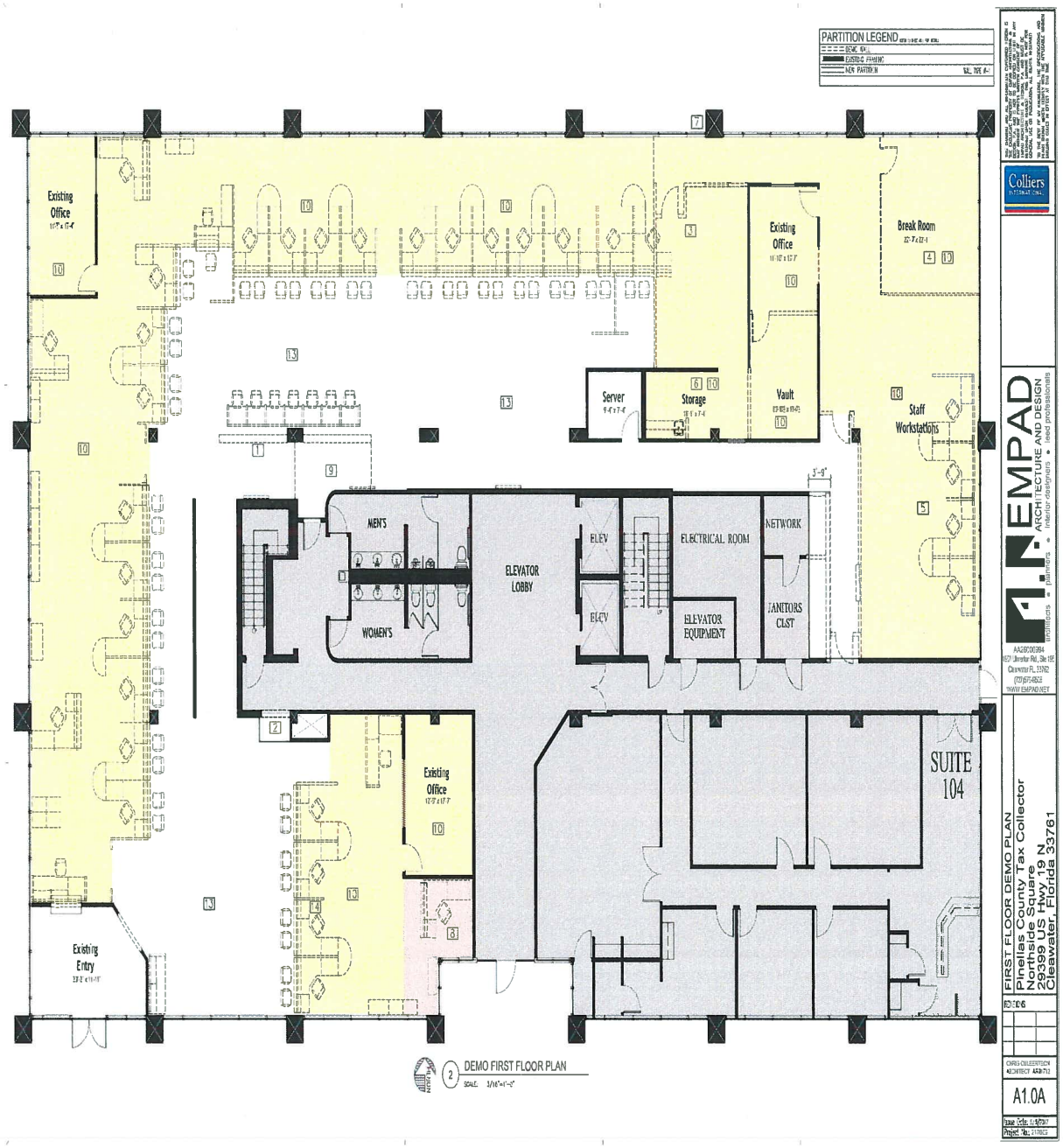

EXHIBIT "A" (Tenant's Revised Space Plan)
<u>First Floor Premises – Page 2</u>

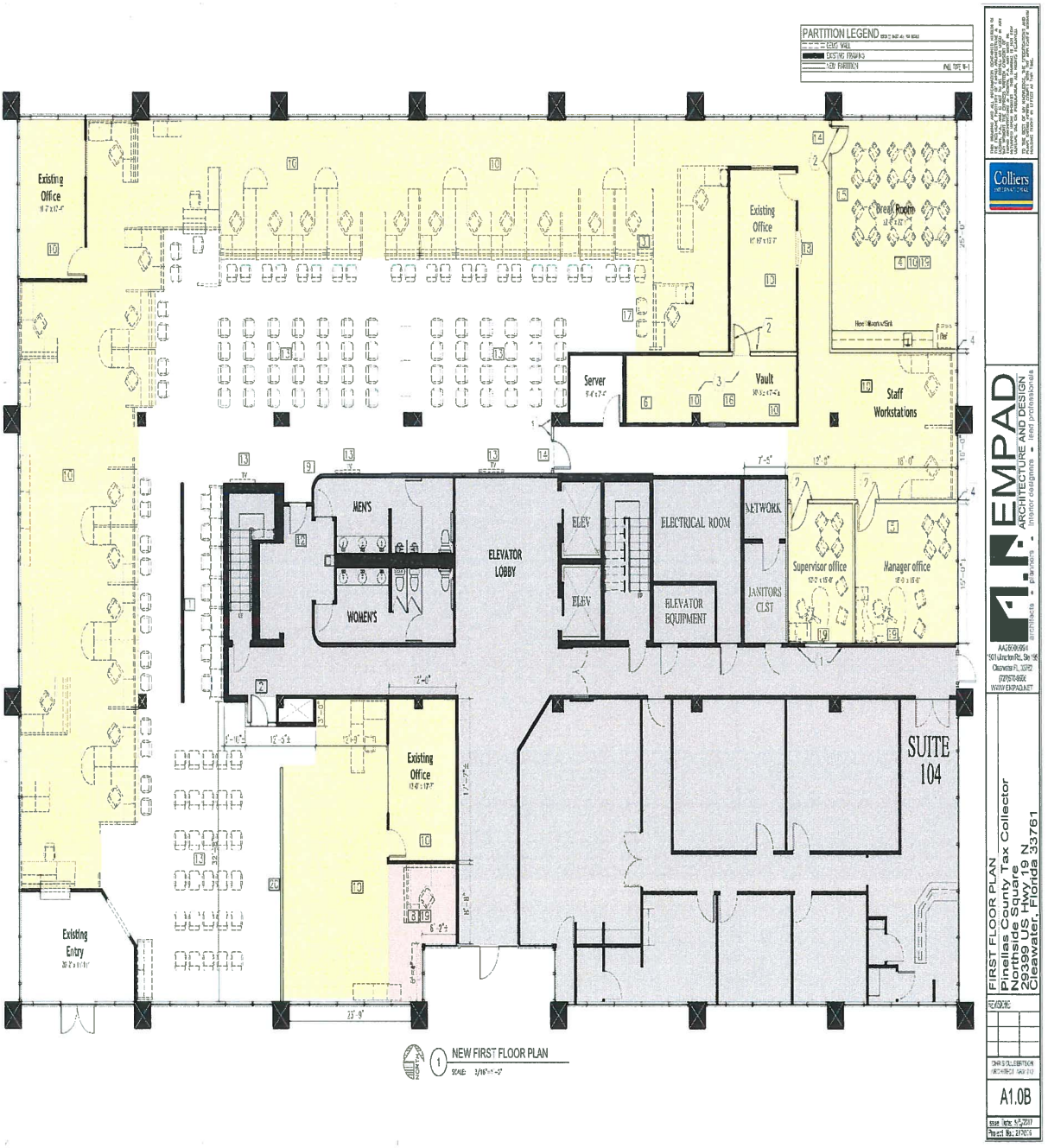

EXHIBIT "A" (Tenant's Revised Space Plan)
First Floor Premises – Page 3

KEYED NOTES

1. ALIGN FACE OF NEW WALL WITH FINISHED FACE OF EXISTING WALL.
2. CONSTRUCT NEW WALL & INSTALL DOOR.
3. IN HATCHED AREA REPLACE CEILING TILE W/HARDENED DRYWALL CEILING
4. EXTEND WALL TO MULLION. PROVIDE BREAK METAL VERTICAL TRIM TO MATCH STOREFRONT. PROVIDE NEOPRENE GASKET TO ELIMINATE NOISE TRANSFER.

FINISH NOTES

NEW CARPET TO MATCH EXISTING (2ND FLOOR CARPET)

TILE REPAIR TO FILL IN MATCH EXISTING; ALTERNATE FOR NEW TILE AT SE AREA.

GENERAL NOTES

ALL WORK SHALL BE DONE IN COMPLIANCE WITH OWNER & MANAGER SCHEDULED APPROVAL WORKING HRS. CONTRACTOR TO PROVIDE BARRIER/SCREEN DURING CONSTRUCTION AND IS RESPONSIBLE TO PROTECT TENANT SPACE WHERE WORK IS AFFECTED. REPAIR FINISHES AS NECESSARY ABOVE, REPLACE IN KIND AND CLEAN-UP WORK AREAS WITHIN TENANT SPACE.

ALL EXISTING WALL MOUNTED EMERGENCY LIGHTING, STROBES ETC. TO REMAIN UNLESS EFFECTED BY CONSTRUCTION. SEE ELECTRICAL

NEW MILLWORK TO HAVE SHOP DRAWINGS APPROVED BY ARCHITECT AND OWNER

VERIFY ALL DIMENSIONS IN FIELD.

FURNITURE AND EQUIPMENT BY TENANT AND INDICATED FOR GENERAL PURPOSES ONLY. TENANT TO CONFIRM WITH FURNITURE AND EQUIPMENT VENDOR THAT SIZE REQUIREMENTS ARE ADEQUATE IN ALL CASES.

RELOCATE, SHIFT ALL CEILING ELEMENTS MINIMALLY AS REQUIRED WHERE NEW WALLS ARE CONSTRUCTED.

ALL NEW GLASS TO BE TEMPERATE AND FRAME TO MATCH EXITING.

ALTERNATE: EXIT DOORS CLOSEST TO THE RESTROOMS TO HAVE PUSH BUTTON ADA OPENERS.

PRICING NOTES :

1. RELOCATED EXISTING TESTING WORKSTATIONS LOCATION WITH NEW STORE FRONT GLASS WINDOW SYSTEM. PROVIDE POWER AND DATA AS NECESSARY.
2. NEW EGRESS DOOR LOCATION.
3. TWO NEW WORKSTATIONS EXTENDED TO WALL AS SHOWN ON PLAN. PROVIDE NEW POWER AND DATA AS NECESSARY.
4. NEW BREAK ROOM WITH NEW BASE AND UPPER MILLWORK W/SINK. BREAK ROOM TO GET NEW VCT FLOORING.
5. NEW SUPERVISOR ROOM AND RELOCATED WORKSTATIONS IN ADJACENT OPEN OFFICE. PROVIDE POWER AND DATA AS NECESSARY.
6. STORAGE ROOM WITH NEW DOOR. STORAGE ROOM TO MATCH CARPET TILE FLOORING & HARDENED CEILING
7. REPAIR AND/OR REPLACE AS NECESSARY WINDOW SECTION THAT DOES NOT MATCH EXISTING. VERIFY LOCATION ON SITE.
8. REMOVE EXISTING WOOD LAMINATED FLOORING AT RED SHADED AREA AND PROVIDE NEW CARPET TILE TO MATCH OTHER NEW CARPET TILE.
9. SOUND INSULATE ALL WALLS OF NEW SUPERVISOR OFFICE, NEW MANAGER OFFICE, NEW BREAK ROOM.
10. REMOVE EXISTING FLOORING AT YELLOW SHADED AREA AND PROVIDE NEW CARPET TILE, EXCEPT BREAK TO GET VCT FLOORING.
11. NOT USED.
12. PROVIDE NEW DOOR HARDWARE.
13. PROPOSED WAITING ROOM CHAIR LAYOUT WITH (3) NEW TV LOCATIONS TO BE VERIFIED BY TENANT.
14. PROVIDE NEW DOOR ENCLOSURE WITH RECEPTACLE FOR TENANT INSTALLED CARD READER, 1 AT HALLWAY AND 1 RR(S)
15. PROVIDE LOCATION FOR ONE WALL MOUNTED T.V.
16. ENLARGE VAULT SEE DEMO PLAN.
17. NEW SUPERVISOR WORKSTATION LOCATION PROVIDED BY TENANT. SEE REWORK OF EXISTING OFFICE.
18. PROVIDE NEW SLIDING WINDOW OF SAME SIZE AS EXISTING WITH NEW LARGER LEDGE.
19. SOUND INSULATE MANAGER OFFICE WALLS, SUPERVISOR OFFICE WALLS, BREAK ROOM WALLS.
20. CONSTRUCT 7'-0" WALL AT AREA OF FLOOR TRANSITION FROM TILE TO CARPET.

DEMOLITION NOTES :

1. REMOVE EXISTING PARTITIONS AS INDICATED. EXISTING TESTING WORKSTATIONS TO BE REMOVED AND RELOCATED. SEE SCHEMATIC PLAN FOR NEW LOCATION.
2. DEMO OPENING FOR NEW DOOR LOCATION. SEE SCHEMATIC PLAN.
3. DEMO EXISTING BREAK ROOM FOR TWO NEW WORKSTATIONS SETUP. SEE SCHEMATIC PLAN.
4. DEMO EXISTING CONFERENCE ROOM FOR NEW BREAK ROOM. SEE SCHEMATIC PLAN.
5. RELOCATED EXISTING WORKSTATIONS FOR NEW OFFICES. SEE SCHEMATIC PLAN.
6. DEMO EXISTING MILLWORK W/SINK AND PROVIDE NEW DOOR FOR STORAGE ROOM. SEE SCHEMATIC PLAN.
7. REPAIR AND/OR REPLACE AS NECESSARY WINDOW SECTION THAT DOES NOT MATCH EXISTING. VERIFY LOCATION ON SITE.
8. REMOVE EXISTING WOOD LAMINATED FLOORING AT RED SHADED AREA AND PROVIDE NEW CARPET TILE TO MATCH OTHER NEW CARPET TILE.
9. DETERMINE IF LOWERED DRYWALL CEILING CAN BE REMOVED AND RAISED WITH STANDARD GRID AND TILE TO MATCH EXISTING.
10. REMOVE EXISTING FLOORING AT YELLOW SHADED AREA AND PROVIDE NEW CARPET TILE.
11. REMOVE EXISTING WINDOW AND FILL IN WITH STANDARD PARTITION.
12. REMOVE EXISTING DOOR HARDWARE AND PROVIDE NEW.
13. EXISTING WAITING CHAIRS ARE NOT SHOWN ON DEMO PLAN. SEE SCHEMATIC PLAN FOR PROPOSED NEW LAYOUT.
14. REMOVE EXISTING OFFICE & DO NOT CONSTRUCT NEW.

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FLOOR PLANS NOTES
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REVISIONS:

CHRIS CHIBUTCHI
ARCHITECT AR0012

A1.0C

Issue Date: 3/5/2007
Project No.: 07-1425

EXHIBIT "A" (Tenant's Revised Space Plan)
Suite 280 – Page 4

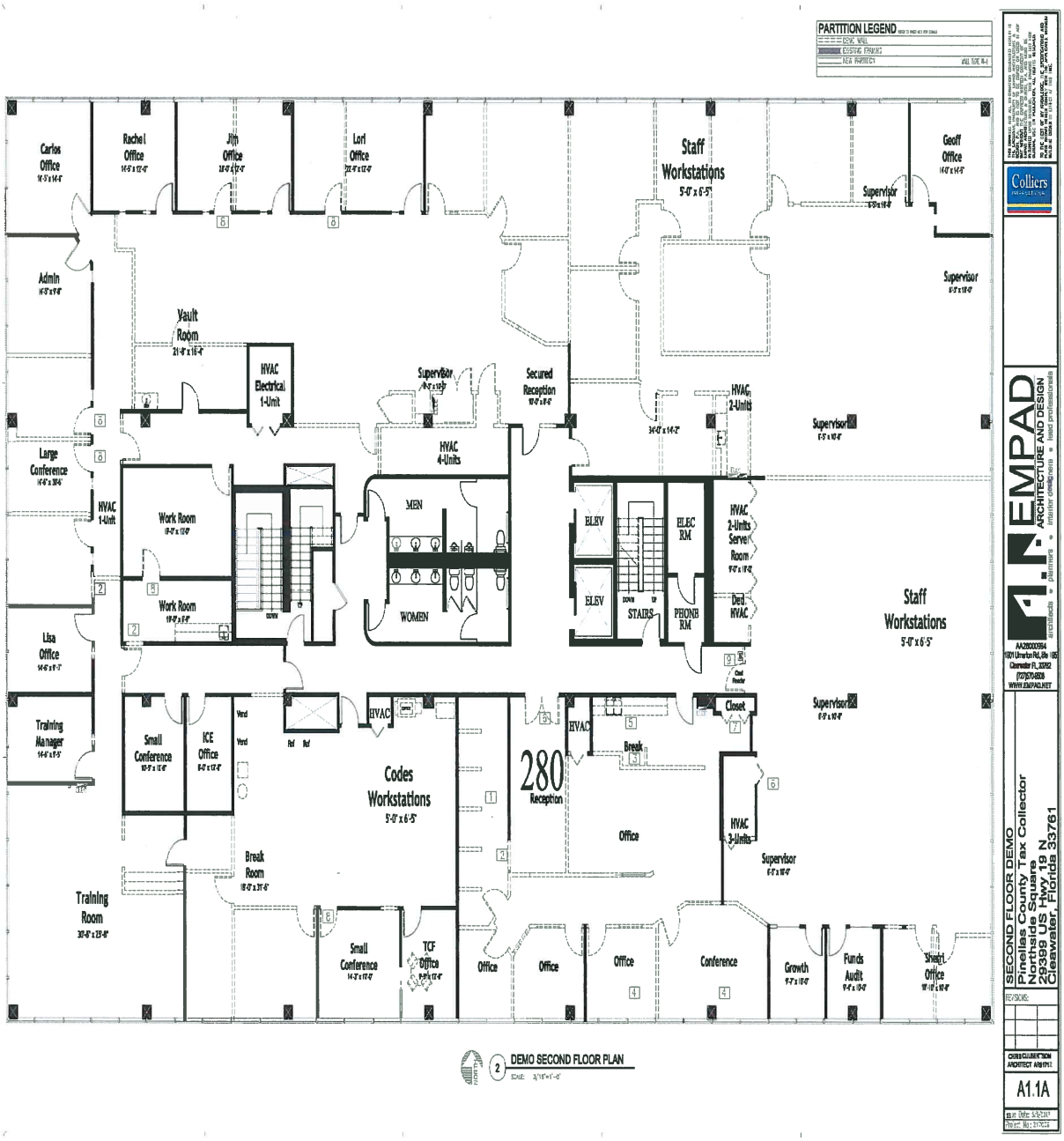


EXHIBIT "A" (Tenant's Revised Space Plan)
Suite 280 – Page 5

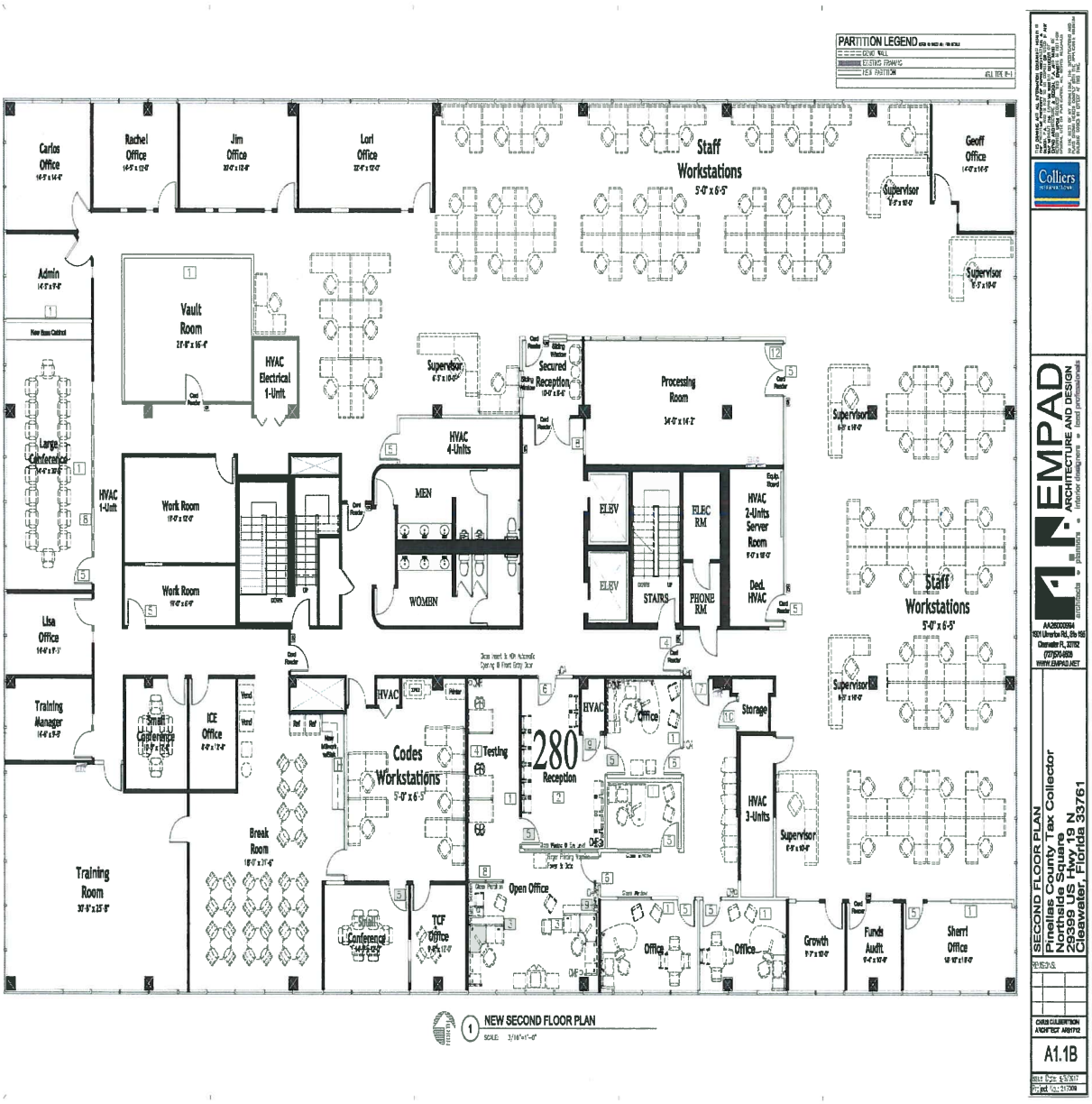
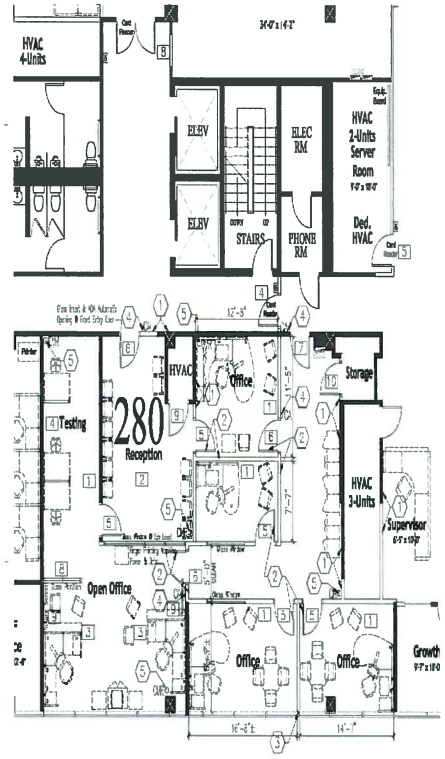


EXHIBIT "A" (Tenant's Revised Space Plan)
Suite 280 – Page 6



3 ENLARGE PARTIAL SECOND FLOOR PLAN
SCALE: 1/16"=1'-0"

PARTITION LEGEND

	DEMO WALL
	EXISTING FRAMING
	NEW PARTITION

WALL TYPE W-1

KEYED NOTES

1. ALIGN FACE OF NEW WALL WITH FINISHED FACE OF EXISTING WALL.
2. CONSTRUCT NEW WALL & INSTALL DOOR.
3. EXTEND WALL TO MULLION. PROVIDE BREAK METAL VERTICAL TRIM TO MATCH STOREFRONT. PROVIDE NEOPRENE GASKET TO ELIMINATE NOISE TRANSFER.
4. TENANT TO PROVIDE ACCESS CARD READER, ETC. ON ONE SIDE OF DOOR & OPENING DEVICE HARDWARE ON DOOR. TENANT/SECURITY DEPT TO SELECT LOCATION AND COORDINATE BY CONTRACTOR.
5. TENANT PROVIDE NEW CAMERAS, LIGHTS. CLIENT TO SELECT LOCATION AND COORDINATE BY CONTRACTOR.

FINISH NOTES

NEW CARPET TO MATCH EXISTING (2ND FLOOR)

GENERAL NOTES

ALL WORK SHALL BE DONE IN COMPLIANCE WITH OWNER & MANAGER SCHEDULED APPROVAL WORKING HRS. CONTRACTOR TO PROVIDE BARRIER/SCREEN DURING CONSTRUCTION AND IS RESPONSIBLE TO PROTECT TENANT SPACE WHERE WORK IS AFFECTED, REMOVE FINISHES AS NECESSARY ABOVE, REPLACE IN KIND AND CLEAN-UP WORK AREAS WITHIN TENANT SPACE.

ALL EXISTING WALL MOUNTED EMERGENCY LIGHTING, STROBES ETC. TO REMAIN UNLESS EFFECTED BY CONSTRUCTION. SEE ELECTRICAL.

NEW MILLWORK TO HAVE SHOP DRAWINGS APPROVED BY ARCHITECT AND OWNER.

VERIFY ALL DIMENSIONS IN FIELD.

FURNITURE AND EQUIPMENT BY TENANT AND INDICATED FOR GENERAL PURPOSES ONLY. TENANT TO CONFIRM WITH FURNITURE AND EQUIPMENT VENDOR THAT SIZE REQUIREMENTS ARE ADEQUATE IN ALL CASES.

RELOCATE, SHIFT ALL CEILING ELEMENTS MINIMALLY AS REQUIRED WHERE NEW WALLS ARE CONSTRUCTED.

PROVIDE NEW POWER AND DATA AS NECESSARY FOR NEW OFFICES AND WORKSTATIONS AS SHOW ON PLAN.

EXISTING ELECTRICAL PANEL TO REMAIN, PROTECT DURING CONSTRUCTION.

ALL NEW GLASS TO BE TEMPERATE AND FRAME TO MATCH EXITING.

TENANT TO PROVIDE & INSTALL CARD READERS & CAMERAS, LL TO PROVIDE POWER AND COORDINATE BY CONTRACTOR.

PROVIDE GLASS INSERT & ADA AUTOMATIC OPENING @ FRONT ENTRY DOOR SUITE 280.

ALL DOORS TO MATCH AND TO BE STAINED WOOD.

PRICING NOTES :

1. SOUND INSULATE ALL NEW AND ANY EXISTING WALL.
2. PROPOSED RECEPTION ROOM CHAIR LAYOUT TO BE VERIFIED BY TENANT.
3. NEW WORKSTATIONS EXTENDED TO WALL AS SHOWN ON PLAN. PROVIDE NEW POWER AND DATA AS NECESSARY.
4. RELOCATED DOOR & CARD READER.
5. PROVIDE NEW DOOR & HARDWARE WITH LOCK, REUSE EXISTING AS APPLICABLE, ALL DOORS TO MATCH.
6. PROVIDE NEW DOOR ENCLOSURE WITH RECEPTACLE FOR TENANT INSTALLED CARD READER.
7. UPGRADE EXISTING DOOR ENCLOSURE WITH RECEPTACLE FOR TENANT INSTALLED CARD READER.
8. PROVIDE NEW TEMPERATE GLASS PARTITION, FRAME TO MATCH EXISTING TO CEILING.
9. TENANT TO PROVIDE & INSTALL NEW PICTURE SCREENS.
10. NEW BUILDING STORAGE DOOR & HARDWARE, SEE SPECS. REUSE EXISTING SHELVING, IF APPLICABLE.

DEMOLITION NOTES :

1. REMOVE EXISTING PARTITIONS AS INDICATED.
2. DEMO OPENING FOR NEW DOOR LOCATION. SEE SCHEMATIC PLAN.
3. DEMO EXISTING BREAK ROOM FOR TSA OFFICE. SEE SCHEMATIC PLAN.
4. DEMO EXISTING CONFERENCE ROOM & OFFICE FOR NEW ONES. SEE SCHEMATIC PLAN.
5. DEMO EXISTING MILLWORK W/SINK AND PROVIDE NEW DOOR FOR STORAGE ROOM. SEE SCHEMATIC PLAN.
6. REMOVE EXISTING DOOR HARDWARE AND PROVIDE NEW.
7. REMOVE EXISTING DOOR HARDWARE.
8. REMOVE EXISTING DOOR AND FILL WITH GLASS PARTITION.
9. REMOVE EXIST. DOOR & CARD READER TO BE REUSED & RELOCATED PER NEW FLOOR PLAN

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SECOND DEMO/FLOOR PLANS & NOTES
Pinellas County Tax Collector
Northside Square
2393 US Hwy 19 N
Clearwater, Florida 33761

REVISIONS:

CHRIS CALLISTON
ARCHITECT AR97112

A1.1C

Issue Date: 6/8/2017
Project No: 217058

EXHIBIT "A-1" (Revised Tenant Improvements)
First Floor Premises

1) **Acoustical Ceiling:**
   a) Replace any damaged or stained ceiling tiles to match existing.
   b) Install new ceiling tiles, per Tenant's plan to match existing.
   c) Remove low bulk head ceiling and replaced with acoustical ceiling and grid to match existing, including ceiling height, per demolition note #9 on Tenant's plan.
   d) Vault Room to have "hardened" ceiling to match 2nd floor vault room, in lieu of acoustical ceiling, per Keyed Notes #3.

2) **Doors, frames, and hardware:**
   a) Interior Doors: Install new doors frames and hardware to match existing, per Tenant's plan. Reuse existing if applicable.
   b) Exterior Doors: Install new doors frames and hardware to match existing, per note #2 and new door hardware only, per note #12 on Tenant's plan.
   c) Provide two new doors, per note #14
   d) Review condition of automatic main entry door. Repair as necessary or replace as an alternate.
   e) Provide ADA automatic door opening equipment at the new door installed in the SW end of the common corridor as well as for the restrooms per section 16 below.

3) **Drywall Partitions**
   a) Interior partitions
      i) 3 5/8" steel studs 16" on center to suspended ceiling.
      ii) 5/8" gypsum board each side to underside of suspended ceiling.
      iii) Partitions abutting interior and/or exterior glass must align with the existing window mullions.
      iv) Partition taped smooth to receive paint.
   b) Install "plexi-glass" over the drywall, behind the trash can area in the Break Room. (Coordinate location with Tenant.)
   c) Manager Office, Supervisor's Office and Break Room walls to be sound insulated, per note #19.

4) **Painting**
   a) 1 coat primer/paint, 1 finish coat paint, latex; entire Premises
   b) Color selection by Tenant from Landlord's building standard materials
   c) Tenant to have choice of Sherwin Williams Colors: Stream, Open Seas or Manitou Blue on any walls throughout the Premises.

5) **Floor Finishes**
   a) Carpet Tiles, Shaw; Style name- Diffuse; #59575; color- Make A Splash (to match 2nd floor), installed per Tenant's plan.
   b) VCT in breakroom and storage room, color selected by Tenant from Landlord's building standard materials to match 2nd Floor.

c) Base – 4" vinyl cove base throughout - color selected by Tenant from Landlord's building standard materials to match 2nd Floor.
d) Steam clean all existing ceramic tile, acid wash grout and repair grout to match after cleaning.

6) Window Covering

a) Repair or replace existing windows blinds to match, if necessary

7) Lighting

a) Reuse existing lighting or install new to match existing, per Tenant's plan
b) All non-working lighting to be made operational
c) Provide alternate pricing for installing new or retrofitting existing lighting with LED
d) Provide alternate pricing to install motion sensor or time lighting on all lighting controls.

8) Electrical/Data

a) Add wall mounted, non-dedicated, grounded duplex outlets for 110 volt 20 amp, to comply with Building Code requirements, per Tenant's plan.
b) Install new electrical switches, per Tenant's plan.
c) Two data conduit and receptacle boxes per new partitioned room.
d) Telephone/data installation, security system and outside wiring is the responsibility of the Tenant, including all contact and coordination with the appropriate vendor.
e) Supply power and data connections for Tenant's new work stations, to match poer and data connection to Tenant's work stations installed on the 2nd Floor. (Power poles and base feeds to be supplied by Tenant.) Each workstation should have 20amp electric.
f) Provide power for card readers installed by Tenant, at locations per Tenant's plan, per note #14.
g) Break Room to have a data outlet and blocking for one wall mounted TV supplied by Tenant, per note #15

9) HVAC

a) Install and revise duct work as necessary.

10) Fire/Life Safety

a) Exit Signs to be consistent in design and installed to comply with Building Code requirements.
b) Modify sprinkler piping and sprinkler heads to match existing, per Tenant's preliminary plan, to comply with Building Code requirements.
c) Install Emergency lighting to comply with Building Code requirements, if required.

11) Plumbing/Millwork

a) Install single basin sink, countertop, upper and base cabinets in Break Room, per Tenant's preliminary plan.
b) Install one insta-hot in the break room.
c) All cabinet and plastic laminate counter top color selections by Tenant from Landlord's building standard materials to match 2nd floor.

d) Install under counter ice maker and garbage disposal to match equipment installed on the 2nd floor.

12) Permit

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

13) Space Planning/ Construction Drawings

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

14) Glass

a) Install storefront glass system, per note #1 on Tenant's plan and the photo attached.
b) Repair or replace non-matching window per note #7 on Tenant's plan. (Work to be completed by Landlord, at Landlord's expenses, outside of tenant improvements within the Premises.)
c) Replace existing window in office, per note #18, with a lockable, sliding window to match 2nd floor reception area at 42", but with a "larger" ledge.

15) Furniture

a) Landlord to move Tenant's furniture to facilitate completion of Tenant Improvement work within the Premises.

16) Ground Floor Restrooms

a) Simultaneously with the Tenant Improvement work within the Premises, Landlord at its expense; will upgrade the common area restrooms on the ground floor to the standards of the existing 2nd floor restrooms in the Building. Work to include ADA automatic door opening equipment with push button. All work to be completed on or before the Commencement Date.

Storefront Glass System

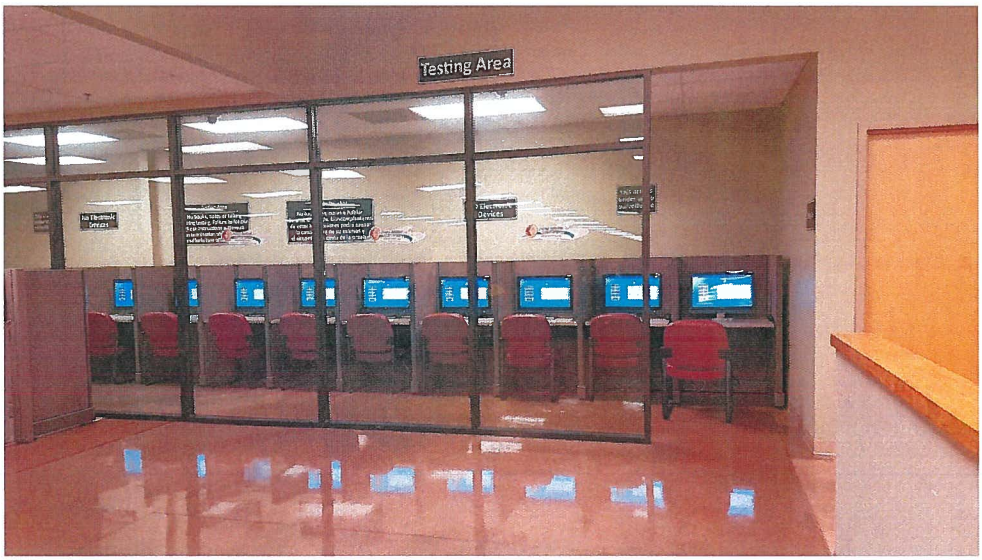

EXHIBIT "A-1" (Revised Tenant Improvements)
Suite 280

1) **Acoustical Ceiling:**
   a) Suspended white metal grid ceiling, continuous throughout.
   b) 2' x 4' white, lay-in ceiling tiles to match balance of existing on second floor.
   c) Suspended white metal grid ceiling to be a consistent ceiling height throughout the Premises.

2) **Doors, frames, and hardware:**
   a) Interior Doors: 3'0" x 7'-0" solid core wood door with one building standard lever handle hardware, three hinges, and door stop in painted hollow steel knock down frames to match existing on balance of existing on second floor.
   b) Exterior Doors: 3'0" x 7'-9" solid core wood door with one building standard lever handle exterior lock set hardware and three hinges in painted hollow steel knock down frames to match balance of existing on second floor.
   c) Main dual entry doors to be converted to single entry 3'0" x 7'-9" solid core wood doors with glass insert.
   d) As an alternate, review relocation of corridor door adjacent to east emergency stairwell, per Tenant's plan

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

4) **Painting**
   a) 1 coat primer/paint, 1 finish coat paint, latex.
   b) Color selection by Tenant from Landlord's building standard materials.

5) **Floor Finishes**
   a) Carpet Tiles, Shaw; Style name- Diffuse; #59575; color- Magnetic Fields #75505.
   b) VCT in storage room – color selected by Tenant from Landlord's building standard materials.
   c) Base – 4" vinyl cove base throughout - color selected by Tenant from Landlord's building standard materials.

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

7) **Lighting**
   a) All lighting fixtures – 2' x 4' LED to match balance of existing on second floor.

8) **Electrical/Data**
   a) Add wall mounted, non-dedicated, grounded duplex outlets for 110 volt 20 amp, to comply with Building Code requirements and tenant's furniture needs at locations, per Tenant's plan.
   b) Electrical switches to equal number of doors installed.
   c) Telephone/data equipment and panels will be located on the second floor, per direction from Tenant. Two data conduit and receptacle boxes per partitioned room.
   d) Telephone/data installation, security system, cameras, picture screens and outside wiring is the responsibility of the Tenant, including all contact and coordination with the appropriate vendor.
   e) Provide power for picture screens, card readers and cameras installed by Tenant, at locations per Tenant's preliminary plan attached.
   f) Extra electric as necessary to power Tenants printers, copiers and computers, per Tenant's preliminary plan attached.
   g) Include occupancy sensors in all offices, testing rooms and work rooms only.

9) **HVAC**
   a) Interior air supply diffusers will be 2'x2' lay-in type.
   b) Install and revise duct work as necessary.

10) **Fire/Life Safety**
   a) Exit Signs to be consistent in design and installed to comply with Building Code requirements to match balance of existing on second floor.
   b) Install new sprinkler piping and sprinkler heads to match existing, per Tenant's preliminary plan, to comply with Building Code requirements.
   c) Emergency lighting to be tied into ceiling lighting with existing wall packs removed, to match balance of existing on second floor.

11) **Permit**
   a) Building permits to perform work shall be a part of the Tenant Improvement work.

12) **Space Planning/ Construction Drawings**
   a) Tenant Improvement construction drawings shall be part of the Tenant Improvement work.

13) **Glass**
   d) Install glass windows in offices, per Tenant's preliminary plan

e) Install floor to ceiling glass partition wall, southwest corner of Premises, per Tenant's preliminary plan.
f) Install 18" wide glass window at "eye level" at south end of entry area, per Tenant's preliminary plan

EXHIBIT "A-2" (Budget Cap)
First Floor Premises

Tenant:	Pinellas County - Tax Collector
Location:	First Floor Northside Square - Suite 100
Square Feet:	12,055
Contractor:	Axecel Construction
Date:	27-Feb-17

Item	Contractor Bid		Per S.F.
Demolition	$ 7,704.40		$ 0.64
Walls	$ 14,344.00		$ 1.19
Doors/Hardware	$ 2,596.60		$ 0.22
Interior Glass Storefront	$ 8,678.40		$ 0.72
Ceilings/Accessories	$ 1,925.00		$ 0.16
Electrical/Lighting	$ 9,999.00		$ 0.83
HVAC	$ 2,310.00		$ 0.19
Fire Protection	$ 3,767.50		$ 0.31
Plumbing	$ 5,115.00	*	$ 0.42
Flooring	$ 35,532.48		$ 2.95
Concrete	$ 1,650.00		$ 0.14
Paint/Staining	$ 8,926.50		$ 0.74
Millwork	$ 5,830.00		$ 0.48
Carpentry	$ -		$ -
General Conditions	$ 18,810.00		$ 1.56
Architect	$ 22,600.00		$ 1.87
Landlord Construction Mgmt.	$ -		$ -
Overhead & Profit	$ 11,400.00		$ 0.95
Contingency	$ 9,000.00		$ 0.75
Sub -Total	$ 170,188.88		$ 14.12
Automatic Door Openers - Restrooms	$ 4,709.10		$ 0.39
Retrofit - LED Lamps -	$ 12,375.00		$ 1.03
Total	$ 187,272.98		$ 15.53

Notes:
*Price includes $1,320 for under counter ice maker

EXHIBIT "A-2" (Budget Cap)
Suite 280

Tenant:	Pinellas County
Location:	Second Floor Northside Square - Suite 280
Square Feet:	2,073
Contractor:	Axecel Construction
Date:	27-Feb-17

Item	Axecel Contractor Bid	Per S.F.
Demolition	$ 3,181.64	$ 1.53
Walls	$ 9,066.40	$ 4.37
Doors/Hardware	$ 9,226.40	$ 4.45
Interior Glass	$ 2,500.00	$ 1.21
Ceilings	$ 3,876.60	$ 1.87
Electrical/Lighting	$ 13,456.80	$ 6.49
HVAC	$ 2,128.00	$ 1.03
Fire Protection	$ 3,388.00	$ 1.63
Flooring	$ 7,774.76	$ 3.75
Accessories	$ 464.80	$ 0.22
Paint/Staining	$ 4,614.40	$ 2.23
Millwork	$ -	$ -
Carpentry	$ -	$ -
General Conditions	$ 8,635.20	$ 4.17
Architect	$ 3,877.00	$ 1.87
Landlord Construction Mgmt.	$ -	$ -
Overhead & Profit	$ 6,500.00	$ 3.14
Contingency	$ 3,000.00	$ 1.45
Total	$ 81,690.00	$ 39.41

Exhibit "B" (Tenant's Acceptance Certificate)
First Floor Premises and Suite 280

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

Re: Lease Agreement dated _____, 2017 by and between Landlord and Tenant for Suite 100, containing approximately 12,055 square feet (the "First Floor Premises") and Suite 280, containing approximately 2,073 square feet ("Suite 280") at 29399 U.S. Hwy. 19 North, Clearwater, FL 33761.

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

1. The Tenant Improvements required of the Landlord have been completed in all respects, except for the punch list items, if any, described on Schedule 1, attached hereto.
2. The Possession Commencement Date is _____, 2017.
3. The Expiration Date is _____, 202_.

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

Landlord, Northside Square, LLC

By:_____

Date:_____

Tenant, Pinellas County

By:_____

Date:_____

Exhibit "B" - Schedule 1 (Punch List Items)
First Floor Premises and Suite 280