

## LEASE AGREEMENT

THIS AGREEMENT OF LEASE, made between PINELLAS COUNTY INDUSTRY COUNCIL, of 7990 - 114th Avenue North, Suite 1, Largo, FL 34643, a special district created by Chapter 69-1490, Laws of Florida, hereinafter referred to as "LESSOR", and RAYTHEON COMPANY, d/b/a RAYTHEON SYSTEMS COMPANY a State of Delaware corporation at 141 Spring Street, Lexington, MA 02173, hereinafter referred to as "LESSEE."

WITNESSETH:

1. PREMISES: In consideration of the rent hereinafter agreed to be paid by LESSEE to LESSOR, 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, LESSOR does hereby lease and let unto the LESSEE, and LESSEE does hereby hire from LESSOR, those certain Premises intended to eventually consist of Three Hundred Thousand (300,000) square feet MOL, as described and depicted in Exhibit "A" attached hereto and made a part hereof, located in the Pinellas STAR Center of Building 100 at the northwest corner of the intersection of Bryan Dairy Road and Belcher Road, (hereinafter referred to as the "Premises") located on the 94 acre tract situated in Pinellas County, Florida (hereinafter referred to as the "Property"). The Premises shall also include any additional space offered to LESSEE and occupied by LESSEE pursuant to the Terms hereof. LESSEE shall be entitled to the exclusive use by its employees and visitors of one hundred fifty (150) reserved parking spaces adjacent to the southwest corner of Building 100. Additional unreserved parking spaces, to be used by LESSEE's employees and visitors in common with other tenants, shall be available to the West and South of Building 100. It is intended that LESSEE shall occupy space in Building 100 in phases. LESSEE shall have Right of First Refusal for additional space, which shall be exercised or be deemed waived if it is not exercised, in writing, within 60 days after receipt of notice to exercise the option; however, these areas will not be offered to other new tenants, subject to the Right of First Refusal, until Building 100 is at least Seventy Five percent (75%) occupied. Additional leased area cost shall be at the then prevailing rate of the Initial Premises Base Rent, Utilities, plus Operating Expenses.

2. TERM AND RENTAL, OPERATING AND MAINTENANCE RATES: This Lease shall commence on a phased basis starting on September 1, 1998. The initial term of five (5) years will commence on the date affixed by an amendment to this Lease on or before March 1, 1999. There shall be four renewal options of five (5) years each. The rental payment rate per annum for the initial five-year term shall be calculated based upon the number of occupied square feet times Four Dollars and Ninety Five Cents (\$4.95) until full occupancy. Thereafter, annual rental shall be calculated initially as gross plus utilities and including LESSEE's share of build-out costs of \$1,080,000.00 (hereinafter "Improvement Reimbursement"). The rental payment per square foot of Four Dollars and Ninety-Five Cents (\$4.95) is the sum of:

- |   |         |
|---|---------|
| (a) Administrative, Maintenance and Operation Reimbursement | \$ 4.00 |
| (b) Reinvestment Reserve (Base Rent)                        | \$ 0.95 |

The total annual rental payment shall be payable in twelve (12) equal monthly installments, due and owing on or before the first day of each month. The Improvement Reimbursement shall be amortized over Fifteen (15) years at 6 % (six percent) interest. If this Lease shall terminate at any time prior to the expiration of the initial five-year term plus two renewal terms, then LESSEE agrees to pay a sum to LESSOR as liquidated damages for early termination of the Lease, the amount listed under the Balance column of Exhibit "H", attached hereto and made a part hereof, corresponding to the month during which the Lease is terminated, where the first month will be March 1, 1999 and corresponds with the first payment. This repayment shall not be required if LESSOR's uncured breach or the sole action or omission of LESSOR causes termination. The obligation to pay the liquidated damages shall survive any termination or cancellation of this Lease which occurs prior to the expiration of fifteen (15) years from the commencement date of the Lease, whether or not the renewal options were exercised.

As a portion of the initial rent of \$4.95 per square foot per year, LESSEE shall initially pay Four Dollars (\$4.00) per square foot, for Administrative, Maintenance and Operation Reimbursement, exclusive of UTILITIES discussed below. The stated Administrative, Maintenance and Operation Reimbursement rate is for the initial year of the five-year Lease term, and shall be subject to yearly adjustments. Beginning on or before December 1, 1999, and on or before December 1 every year of the Lease term thereafter, LESSOR shall provide to LESSEE a statement of actual Administrative, Maintenance and Operation costs. Actual Administrative, Maintenance and Operation costs shall be based on reasonable management of the facility and shall be pro rated among the various tenants on an equitable basis. The Administrative, Maintenance and Operation Reimbursement rate shall be adjusted upward or downward for the then-current year, commencing with the January payments, based on those actual Administrative, Maintenance and Operation costs per square foot of rented space, with a maximum annual increase/decrease of Five Percent (5%). The rental and reimbursement payments shall be deemed late if not received on or before the first day of each month.

The Reinvestment Reserve (Base Rent) shall be adjusted yearly. The monthly Reinvestment Reserve (Base Rent) shall be as specified elsewhere herein for the term of this Lease. Each twelve month period (one year) after the first year shall be subject to an increase based on the Consumer Price Index (CPI) - "All Urban Consumers" (CPI-U) "U.S. City Average" issued by the United States Bureau of Labor Statistics. The following year's increase will be calculated in accordance with the Bureau of Labor Statistics guidelines "How to use the Consumer Price Index for Escalation". The CPI index to be used for each revision will be from the third month preceding the start of next Lease year. The first year CPI index will be the index from the month three months prior to the effective date of the Lease. In no event, however, shall the monthly Reinvestment Reserve (Base Rent) amount for any Lease year during the Lease term decrease from the base first year rent. If publication of the CPI is discontinued, the most nearly comparable successor index shall be used. The Reinvestment Reserve (Base Rent) determined by the computation shall be due and payable in twelve (12) equal monthly installments on the dates and in the manner as specified elsewhere herein. The CPI yearly adjustment shall be a minimum of 2 % (two percent) and a maximum of 5 % (five percent).

All payments required under this Section 2 shall be subject to rental tax as may be required under Florida law at the commencement of this Lease and as the law may be amended from time to time, and shall be due and owing by LESSEE at the time payments hereunder are paid.

The renewal options may be exercised by LESSEE giving LESSOR at least Six (6) months written notice prior to the initial Lease term, and at least Six (6) months written notice prior to the end of any renewal Lease term. For the purposes of the reimbursement of the build-out costs provision set forth above, failure to renew for the full fifteen years shall be deemed an early termination, unless the termination is caused by an action or omission of LESSOR.

3. USE: This Lease is made on the express condition that the Premises shall be used only in conformance with all applicable Federal, State, and local laws, statutes, rules, regulations, and ordinances, to include electrical manufacturing, assembly, systems integration, engineering, testing and office and for no other purpose or purposes without the prior written consent of LESSOR, which consent shall not be unreasonably conditioned, delayed, denied or withheld.

4. POSSESSION, COMMON AREAS, & ACCESS TO THE PREMISES: LESSEE acknowledges that at the commencement of this Lease, LESSOR has other tenants currently or expected to be occupying the Property including common parking areas. LESSEE may be utilizing common ingress and egress areas with the other tenants.

This Lease is subject to all outstanding easements and rights of way over, across, in, and upon the Property, or any portion thereof, and to the right of the LESSOR to grant such additional easements and rights of way over, across, in, and upon the Premises as the LESSOR shall determine to be in the public interest or as required to be granted to the Department of Energy ("the DOE") pursuant to 42 U.S.C. §9620(h)(3), provided that any such additional easement or right of way shall not unreasonably interfere with LESSEE's peaceful occupancy. There is hereby reserved (i) to the holders of such easements and rights of way as are presently outstanding or which may hereafter be granted, (ii) to any workers officially engaged in the construction, installation, maintenance, operation, repair, or replacement of facilities located thereon, (iii) to operations under any Federal Contract, and (iv) to any Federal, State, or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over the Premises as shall be necessary for the performance of their duties with regard to such facilities.

5. ASSIGNMENT AND SUBLETTING: Absent LESSOR's prior written consent, which shall not be unreasonably conditioned, delayed, denied or withheld, LESSEE shall NOT assign or sublease this lease; neither shall LESSEE make or permit any offensive or unlawful use of the said Premises; and LESSEE shall quit and deliver up said Premises at the end of said term in as good condition as upon occupancy by LESSEE, by ordinary wear, tear, casualty and decay as occasioned by use of the Premises and damage by the elements or other casualty excepted. LESSEE may assign or sublet all or part of this Lease to any affiliated entity without LESSOR's consent so long as LESSEE remains liable on the Lease.

6. TENANT IMPROVEMENTS: LESSOR agrees to provide tenant improvements for the Premises in accordance with plans and specifications agreed upon between the LESSOR and the LESSEE, as described and depicted in Exhibit "I" attached hereto and made a part hereof. The maximum amount that the LESSOR is obligated to spend to complete the tenant improvements is \$2,160,000.00, of which RAYTHEON COMPANY shall pay fifty (50%) percent as previously described in Section 2. LESSEE is granted a Tenant Improvement Allowance of \$2,160,000.00. If during the design phase of the tenant improvements, it is

determined that the tenant improvements shall exceed \$2,160,000.00, the LESSEE shall adjust the design to meet the Tenant Improvement Allowance limitations, or over-runs shall be paid by LESSEE. The cost of demolition required to allow construction of tenant improvements shall be specifically excluded from the Tenant Improvement Allowance and shall be LESSOR's obligation. Demolition shall include, but not be limited to, removal of non-load bearing walls and partitions, electrical and mechanical services, floor coverings and subsequent preparation of the surface to receive new coverings, ceilings, lighting, sprinkler piping, and mezzanine structures. All tenant improvements provided by LESSOR in accordance with the above-referenced plans and specifications shall remain the property of the LESSOR.

7. ALTERATIONS: Nonstructural alterations may be made by LESSEE without LESSOR's consent (subject to LESSEE complying with all codes and obtaining necessary permits) and may be removed or abandoned at LESSEE's election when LESSEE vacates the Premises. LESSEE shall make no structural change or alteration to the Premises or any part thereof without prior written consent of the LESSOR, which consent is not to be unreasonably conditioned, delayed, denied or withheld; and LESSEE shall be responsible for any damages to the Premises except ordinary wear, tear, and damage by casualty as previously described in Section 5. Other than those LESSEE Improvements discussed in Section 6, LESSEE shall pay for all charges for labor, services and materials used in connection with any alterations or repairs to the Premises undertaken by LESSEE and shall not cause mechanics or other liens to attach to the Premises. Modifications made prior to occupancy and paid for by LESSEE, or any alterations made during the Lease term shall become property of LESSOR upon termination of this Lease unless said alterations can be removed and Premises restored to substantially the same condition they were in prior to constructing the alterations.

8. UTILITIES: In addition to its rental payments, LESSEE must pay a utility charge, which includes payment for LESSEE use of water, and sanitary sewer services. Additionally, LESSEE will be billed monthly on a prorated basis until metering can be funded. Electricity shall be billed at the same rate charged by Florida Power (at the commencement of this Lease estimated to be approximately 5.2 cents/KWH). LESSOR shall not be liable in any manner for damages to LESSEE, or for any other claim by LESSEE, resulting from any interruption in utility services, unless the LESSOR causes the interruption. The LESSEE will provide and pay for its own trash collection and janitorial service. Dumpsters and waste storage areas are designated for each separately leased portion of the Property. All material not deposited in the dumpsters will be stacked and organized in a manner that is not unsightly and does not interfere with other operations on the site. Waste removal and dumpsters are the LESSEE's responsibility, as well as disposal of hazardous waste generated by LESSEE as required by law, and must meet local regulatory requirements. LESSEE will pay for its own telephone and other communications medium installation and services.

In the event that the LESSEE obtains utilities from an appropriate supplier other than the LESSOR, the charges and the method of payment thereof shall be determined by the appropriate supplier of such services, in accordance with applicable laws and regulations. The appropriate supplier of such service may require establishing a new easement and the installation of adequate connecting and metering equipment at the sole cost and expense of LESSEE. Such action will be subject to the reasonable approval of the LESSOR, which approval shall not be unreasonably

withheld, conditioned, denied, or delayed so long as it does not adversely effect LESSOR or other tenant(s).

Notwithstanding and in modification of the foregoing, LESSEE may terminate this Lease in whole or in part if LESSOR supplied utilities, maintenance and other services are not being adequately supplied to all or any part of the Premises. No such termination shall be allowed if the lack of supply is for a period of less than forty-eight (48) hours; and no termination shall be allowed if the cut-off of utilities is the fault of the LESSEE or the LESSEE's Sublessee or Sublessee's utility provider, or is deemed to be caused by an act of God, war or strike. In addition to this and other termination rights in this Lease, LESSEE shall have the option to terminate this Lease Agreement if the interruption of utilities, or other services provided to LESSEE by LESSOR, are interrupted by any cause whatsoever for thirty consecutive days or any three (3) months in a twelve month period, unless such interruption is caused in whole or in part by LESSEE.

9. MAINTENANCE AND SERVICES: The LESSOR at its own expense shall provide maintenance services in accordance with Exhibit "E". The LESSEE at its own expense shall maintain and repair the nonstructural portions of the Premises, so that the same will at all times be kept in at least as good condition as when received hereunder, subject, however, to ordinary wear, tear, and casualty loss, or damage for which LESSEE is not liable hereunder. LESSEE shall provide insurance, as required in Section 12 and Exhibit "G" of this Lease. LESSEE shall keep said Premises free of all trash and rubbish and maintain the same in a clean, neat, orderly and sanitary condition. LESSOR shall be responsible for all "preventative" maintenance as described in the Basic Maintenance Description in "E" attached hereto and made a part hereof.

LESSEE will provide pest control service on an as-needed, periodic basis.

LESSOR will provide applicable code requirements, including National Fire Prevention Association Life Safety Code No. 101 and related Pinellas County codes, and maintenance of emergency lighting, illuminated exit signs at proper locations and panic hardware, subject to notification by LESSEE if any of these items are out of compliance. LESSOR will initially provide fire extinguishers.

LESSEE shall immediately give LESSOR oral or written notice of any defects or need for repairs, after which LESSOR shall have a reasonable opportunity to repair or cure the defect. In the event of untimely repair response, LESSEE, with LESSOR's prior written approval, may make repairs, with set off against rent payment of those costs approved by LESSOR. LESSOR warrants and represents that at all times during the period of this Lease and any renewal thereof, LESSOR shall have maintenance personnel on the Property or on call twenty-four hours per day, seven days per week, 365 days per year. To the extent permitted by Law, in the event LESSOR shall neglect or fail to perform or observe any of the covenants, provisions or conditions contained in this Section 9 on its part to be performed or observed after reasonable notice from LESSEE, then LESSOR shall be responsible to LESSEE for direct damages sustained by LESSEE as a result of LESSOR's breach. LESSEE shall be entitled, in addition to any other rights and remedies which LESSEE may have at law or in equity, to offset such sums and any interest thereon from any rent or other sums due under the Lease until such time as LESSEE has been reimbursed in full. If LESSOR shall be succeeded by a non-governmental entity, then such

new LESSOR shall not have the benefits of qualified Sovereign Immunity available to the Pinellas County Industry Council or to Pinellas County as a political subdivision of the State of Florida.

LESSEE acknowledges that the Property has been used by the DOE and its contractor in its production of nuclear components, and accordingly has required super adequate ventilation, lighting and monitoring equipment. The DOE has retained the responsibility for bringing the Property, which includes the Premises hereunder, up to federal and state environmental standards. LESSEE shall remain responsible for maintaining the Premises at the legal and environmental standards achieved by the remedial efforts of the DOE. LESSEE does not assume responsibility for remediation of any radioactive materials or any other hazardous, noxious or toxic materials or substances released into the environment other than those released into the environment by LESSEE or its agents. Exhibit "J" attached hereto, an Amendment to ARTICLE X - Liabilities, USDOE Cooperative Agreement No. DE-FC04-95AL87471 (Amendment No. M007), is hereby incorporated and made a part of this Lease.

10. TAXES: LESSEE covenants and agrees to pay and discharge before delinquency thereof and before penalties shall accrue thereon LESSEE's pro rata share of any taxes imposed on Lessee or Lessor by virtue of this Lease, where applicable, and LESSEE's full accrual of any taxes, where applicable (including but not limited to all ad valorem taxes on personal and real property) and assessments on Premises, including improvements thereof, due and payable during the term of this Lease and any renewals or extensions thereof. In addition, LESSEE agrees to pay the applicable monthly sales or use tax imposed by virtue of this Lease, which tax is currently at a rate of seven percent (7%). The tax payment shall be due and payable with the monthly rental payment.

11. SIGNS: LESSEE may install signage at LESSEE's expense to the interior and exterior of building, subject to any applicable sign ordinance or regulation. Upon termination of Lease, LESSEE will remove signage at LESSEE's expense and repair any damages to building caused by signage, if any. Additionally, LESSEE is given the *exclusive* right to erect a sign on the exterior of the west end of the southern face of Building 100, outside the Premises, if it is permitted under the Pinellas County Sign Ordinance, and any other applicable laws, and if and only if the erection of such sign will not preclude LESSOR from also maintaining signage on the southeastern face of Building 100.

12. INSURANCE: LESSEE shall provide LESSOR with evidence of required insurance coverage at the commencement of the Lease and as the insurance is renewed during the Lease term or any extensions thereof. The minimum insurance coverage required is set forth in Exhibit "G" attached hereto and made a part hereof.

Section 768.28, Florida Statutes, authorizes the State of Florida and its political subdivisions to be self-insured, or to purchase liability insurance for whatever coverage they may choose, or to have a combination thereof. LESSOR, a special district and political subdivision of the State of Florida, is covered by the self-insured risk fund of Pinellas County, Florida, also a political subdivision, as authorized by statute, and may from time to time purchase casualty and/or liability insurance. At the inception of this Lease, and periodically upon the written request of LESSEE, LESSOR will provide to LESSEE: (1) a written certification of Pinellas County's maintenance of its self-insured risk fund and the fund's coverage of the LESSOR, and

(2) a copy of any insurance policy or excess insurance policy in place affecting the Leased Premises.

To the extent permitted by law, LESSOR and LESSEE each hereby waives on behalf of itself, its agents, officers and employees, all causes and rights of recovery against the other, its or their agents, officers and employees, as the case may be, for any loss occurring to Building 100 and improvements and the contents thereof located on the Property resulting from any of the perils insured against under the insurance policies carried on the contents of LESSEE, regardless of cause or origin, to the extent of any recovery of such policy or policies of insurance. If LESSOR shall be succeeded by a non-governmental entity, then such new LESSOR shall not have the benefits of qualified Sovereign Immunity available to the Pinellas County Industry Council or to Pinellas County as a political subdivision of the State of Florida.

13. INDEMNIFICATION: LESSEE agrees to indemnify and hold harmless the LESSOR from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon LESSOR for damages (including any strict or statutory liability and any liability under Worker's Compensation Laws) because of bodily injury, including death, at the time therefrom, 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, to the extent such injuries to person or damage to property are due or claimed to be due to the negligence of the LESSEE, or its agents, employees, and subcontractors, the LESSOR, only to the proportionate extent such injury or damage shall not have been contributed to by the negligence of the LESSOR or its Council members, officers, agents, employees and subcontractors. If LESSOR shall be succeeded by a non-governmental entity, successor LESSOR shall indemnify and hold harmless the LESSEE from and against all loss or expense (including costs and attorney's fees) by reason of liability imposed by law upon LESSEE for damages (including any strict or statutory liability and any liability under Worker's Compensation Laws) because of bodily injury, including death, at the time therefrom, 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, to the extent such injuries to person or damage to property are due or claimed to be due to the negligence of the LESSOR, or its Council members, officers, agents, employees and subcontractors, only to the extent such injury or damage shall not have been contributed to by the negligence of the LESSEE, or its agents, employees, and subcontractors. In addition, LESSEE agrees to indemnify and hold harmless the LESSOR, the United States of America by and through the DOE, from and against any loss, expense, claim, and penalty imposed by virtue of LESSEE's failure to comply with any requirement of any environmental law.

LESSEE also agrees to indemnify and hold harmless LESSOR, the DOE and its contract manager with respect to any and all claims, demands, causes of action, proceedings, judgments or suits, and all liabilities, losses, damages, costs or expenses (including, without limitation, reasonable technical consultation and attorney's fees) ("Claims") to the extent such Claims may arise from or be incidental to: (a) any "release" as defined in Section 101(22) of CERCLA of any "hazardous substance" as defined in Section 101(14) of CERCLA, or petroleum (including crude oil or any fraction thereof), onto or from the Property resulting from an act or omission of LESSEE at any time while this Lease is in effect; (b) the failure of LESSEE to comply with applicable environmental laws; and (c) the transportation, deposit, storage, or disposal by LESSEE of hazardous substances or petroleum offsite of the Property. Notwithstanding the above, to the extent that the meaning of any provision of the Lease may conflict with Exhibit "J"

incorporated herein, the language of Exhibit "J" shall be given precedence over any other language contained herein.

14. RISK OF LOSS AS TO PERSONAL PROPERTY: All personal property of any kind that may be on the Premises during the continuance of the Lease, including but not limited to equipment, furniture and furnishings leased by LESSEE from the LESSOR, shall be at the sole risk of LESSEE.

15. ACCESS TO PREMISES: Except to the extent limited by U.S. Government security laws, LESSOR shall have the right to enter and inspect the Premises and the operation being conducted thereon at any reasonable time after sufficient notice and in the presence of the LESSEE 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 LESSOR therein. Such repairs shall not unduly interfere with LESSEE's business except as is naturally necessitated by the nature of the repairs being effected. In addition, LESSOR, the DOE, and the DOE's contract manager shall have the right, except to the extent limited by U.S. Government security laws, to enter and inspect the Premises and the operation being conducted thereon at any reasonable time in response to any reported or suspected spill or release of hazardous materials. Such right of entry shall be after notice and in the presence of the LESSEE for the purpose of inspecting, conducting tests upon the same, or commencing cleanup operations in the event of a spill or release.

16. DEFAULT: The parties covenant and agree that if default shall be made in payment of the rent by the LESSEE 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 10 days from receipt of notice to commence reasonable efforts to correct same, with respect to monetary defaults, and 30 days with respect to other defaults, or such longer period if such non-monetary default cannot be cured within 30 days and such cure has been commenced within 30 days and completed as soon as possible.

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

17. COVENANT AGAINST LIENS: LESSEE 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 LESSOR in the Premises herein demised or on Building 100. LESSEE is hereby charged with the responsibility of notifying all materialmen, contractors, artisans, mechanics and laborers and other persons contracting with LESSEE with respect to the demised Premises or any part thereof, that such persons must look to LESSEE to secure payment of any bill for work done or material furnished to the LESSEE or for any other purpose during the term of this Lease.

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 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.

19. DESTRUCTION OF PREMISES: If the Premises herein shall be partially damaged by fire or other casualty, the damages shall be repaired by and at the expense of LESSOR, unless such fire or other casualty was caused by the act or omission of LESSEE, in which case such repairs shall be effected by and at the expense of LESSEE. If LESSOR is obligated to effect the repairs, said repairs shall be made promptly. If LESSOR, a political subdivision of the State of Florida, is unable to obtain budgeted and appropriated funds to effect the repairs, and said repairs are not covered by insurance, then (a) LESSEE may pay for such repairs and offset rent; or (2) if LESSEE decides not to make the repairs, LESSOR may terminate this Lease without penalty or expense to either party. If insurance proceeds are available, LESSOR shall apply the proceeds to restoration.

If the Premises are totally damaged or are rendered wholly untenable by fire or other casualty, the LESSOR shall promptly restore or rebuild the same and rent shall abate until restoration or rebuilding are completed. The damages shall be repaired by and at the expense of LESSOR, by application of insurance proceeds, unless, and only to the proportional extent that such fire or other casualty was caused by the grossly negligent or willful act or omission of LESSEE, in which case the LESSEE shall contribute to the prompt restoration or rebuilding of the same in accordance with LESSEE's proportional causation, and rent shall not abate. However, in the case of LESSOR's obligation to restore or rebuild the Premises, if the Premises are totally damaged or rendered wholly untenable by fire or other casualty and the Premises cannot be restored or rebuilt within thirty (30) days, LESSEE shall have the right and option of terminating this Lease without financial penalty as of the date of such casualty or cause within thirty (30) days thereafter by giving written notice to the LESSOR, and any rents or other payments shall be prorated as of the date of the casualty and refunded to LESSEE or paid to LESSOR as the case may be.

20. CONDEMNATION: If the whole or any part of the Premises hereby leased, or any parking or common areas appurtenant thereto, 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 LESSEE shall have the right either to terminate this Lease and declare the same null and void without financial penalty (does not include Tenant Improvement Reimbursement), or to continue in the possession of the Premises for 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 LESSEE shall fail to terminate this Lease as aforesaid within sixty (60) 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 such right is available, LESSEE retains its right to compensation for the effect of the taking of its leasehold as if no termination had taken place.

21. OBSERVANCE OF LAWS: LESSEE 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 ("the Laws"), 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. LESSOR

agrees to bring the Premises into compliance with the National Fire Protection Association standards and applicable laws, including but not limited to laws such as applicable Pinellas County Codes, the Federal Americans With Disabilities Act (ADA) or any similar act adopted by the State of Florida. Renovation by LESSOR will ensure compliance with all applicable laws relative to LESSEE's proposed occupancy and use. Such work will be conducted on a phased approach following execution of the Lease, to the extent possible, and will be completed in a timely manner after the commencement of the Lease. Nothing in this Lease obligates LESSEE to incur capital expenses for changed laws that would apply even if LESSEE were not a tenant.

22. RELATIONSHIP OF THE PARTIES; CONSTRUCTION OF LEASE TERMS:

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 LESSOR and LESSEE. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

23. NOTICES: The checks for rental or other sums accruing hereunder shall be forwarded to the LESSOR at the following address:

Charles K. Hall, Executive Director  
Pinellas County Industry Council  
7887 Bryan Dairy Road, Suite 120  
Largo, FL 33777

And all notices given to LESSOR hereunder shall be forwarded to the LESSOR at the foregoing address, by Registered or Certified mail, return receipt requested, or nationally recognized overnight delivery service, until LESSEE is notified otherwise in writing.

All notices given to LESSEE hereunder shall be forwarded to LESSEE at the following address:

RAYTHEON COMPANY  
Office of the General Counsel  
Attention: Real Estate Department  
141 Spring Street  
Lexington, MA 02173  
FAX # 781-860-2788

With a copy to:

George Hansen, Facilities Manager  
Raytheon Systems Company  
P.O. Box 12248  
1501 72<sup>nd</sup> Street North  
St. Petersburg, FL 33733-2248  
FAX # 727-302-2944

by Registered or Certified mail, return receipt requested, until LESSOR is notified otherwise in writing. Either party, by written notice, may change its address for notice.

24. SUBORDINATION: LESSOR reserves the right to sell, assign, transfer, mortgage or convey any and all rights it may have in Building 100, the Premises or this Lease, and to subject this Lease to the lien of any mortgage now or hereafter placed upon Building 100 or the Premises. However, the subordination of this Lease to any mortgage hereafter placed upon Building 100 or the Premises shall be upon the express condition that this Lease is recognized by LESSOR's mortgagee and that the rights of LESSEE hereunder shall remain in full force despite any default in performance of LESSOR, or foreclosure proceedings with respect to any such mortgage, provided LESSEE is not in uncured material default of any of its obligations hereunder. Upon the request of LESSOR, LESSEE shall execute any and all reasonable instruments necessary to subject and subordinate this Lease, and the rights given LESSEE by this Lease, to such mortgages, as described above. Any sale by LESSOR of Building 100 or LESSOR's interest under this Lease shall release and discharge LESSOR, but not the DOE, from any and all further obligations under this Lease, provided that the purchaser of Building 100 or LESSOR's interest under this Lease shall recognize this Lease and that the rights of LESSEE hereunder shall remain in full force and the obligations of LESSOR shall be assumed in full by the new owner, despite such sale. LESSEE's subordination and attornment agreements hereunder are conditioned upon the agreement by any mortgagee, trust deed holder or lien holder that in the event of foreclosure against LESSOR, LESSEE shall not be disturbed in its possession and enjoyment of the Premises under the terms and conditions of this Lease.

25. ESTOPPEL CERTIFICATE: Either party shall, at any time and from time to time upon not less than 20 days prior written request from the other party, execute, acknowledge and deliver to the other party 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 the responding party has actual knowledge of any default on the part of the requesting party and, if so, specifying the nature of such default; and (v) whether the improvements have been fully completed by the requesting party in accordance with the plans and specifications approved by the responding party, and whether the responding party is in full and complete possession thereof.

26. FISCAL FUNDING: In the event funds are not appropriated by or on behalf of the LESSOR in any succeeding fiscal year for purposes described herein, thus preventing the LESSOR from performing its contractual duties, then this Lease shall be deemed to terminate at the expiration of the fiscal year for which funds were appropriated and expended, without penalty or expense to LESSOR; provided, however, that LESSEE may provide funds and set off against rent. LESSOR agrees to give 30 days notice of such termination to the LESSEE. If LESSEE does not agree to advance funds, this Lease terminates.

27. HAZARDOUS SUBSTANCES: With respect to LESSOR's use of the Premises prior to this Lease, LESSOR represents and warrants to LESSEE that, at the commencement of the Lease, the Property is in compliance with all federal, state and local laws, regulations and

standards relating to the use, occupancy, production, storage, sale, disposal or transportation of any hazardous materials ("Hazardous Substance Laws"), including oil or petroleum products or their derivatives, solvents, PCB's, explosive substances, asbestos, radioactive materials or waste, and any other toxic, ignitable, reactive, corrosive, contaminating or polluting materials ("hazardous substances") which are now or in the future subject to any governmental regulations. However, the site upon which the Premises is situated may not be in compliance with the above-referenced laws, and the Premises themselves may be out of compliance with respect to specific environmental issues, due to the activities of LESSOR's predecessor in interest, the DOE. Under 42 U.S.C. § 9620(h), the DOE remains responsible for any and all such decontamination and environmental remediation obligations. The extent of storage activities and contamination events known to the DOE at the time of its transfer of the underlying site to LESSOR is disclosed in that certain Contract for Sale and Purchase between those parties dated the 7th day of March, 1995, together with Exhibit "J", the terms of which are incorporated herein by reference. LESSEE acknowledges that it will look to the DOE, as well as to LESSOR, for any relief in the event such contamination may affect LESSEE's occupancy of the Premises or gives rise to any liabilities, losses or obligations. This obligation shall run to both the DOE and the Pinellas County Industry Council, and any successor to either of them, and shall specifically survive the termination of this Lease.

LESSOR shall provide LESSEE with full disclosure and access to all relevant records and documentation related to the testing, cleanup, decontamination, and certification relative to hazardous substances related to the past use by the DOE and to work previously performed by the Lockheed Martin Company and other contractors of the DOE and full disclosure of relevant records and documentation provided to Pinellas County by the independent consultant retained by Pinellas County to review and certify the work.

LESSOR shall promptly give LESSEE written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environmental law of which LESSOR has actual knowledge, not already disclosed hereinabove. If LESSOR learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, LESSOR shall promptly take all necessary remedial actions, or if applicable, demand that any other tenant of the site take all necessary remedial actions, in accordance with applicable environmental laws. In the event that hazardous substances found on the Property pose a health risk to LESSEE's employees, in LESSEE's sole judgment, LESSEE shall have the right to terminate this Lease by giving thirty (30) days written notice to LESSOR.

Likewise, LESSEE shall notify LESSOR of any investigation of the Premises by any governmental agency with respect to air quality and environmental issues.

Except with respect to substances or conditions described as exceptions below, LESSEE shall give written notice to LESSOR within three (3) business days after the date on which LESSEE learns or first has reason to believe that:

- (i) There has or will come to be located on or about the Premises any hazardous substance (except for normal quantities of materials used in a normal operations of an office, such as copier toner, white out, etc.) Notwithstanding this provision, LESSEE shall also comply with the statutorily required 30-day notice under the Federal Clean Air Act to the Florida Department of Environmental Protection and the 30-day notice under the Federal Clean Water Act to the Pinellas County Utilities

Department, when materials are brought on site which could impact the release limits of either act, and will also give the same 30-day notice to the DOE and to LESSOR.

(ii) Any release, discharge or emission of any hazardous substance has occurred at some time in the past on or about the Premises that is not identified in existing reports. In the event of any new release, discharge or emission of any hazardous substance, immediate notification shall be given to LESSOR, by facsimile transmission, or in person, followed by a written notification. "Immediate notification" shall be deemed to be within eight (8) hours of the LESSEE's discovery of the event or condition or as otherwise required by law.

(iii) Any (a) enforcement, cleanup, removal or other governmental or regulatory action has been threatened or commenced against the LESSEE, LESSOR, or any third party or with respect to the Premises pursuant to any Hazardous Substances Laws; or (b) any claim has been made or threatened by any person or entity against LESSEE, LESSOR or any third party, related to the Property on account of any alleged loss or injury claimed to result from the alleged presence or release on the Premises of any hazardous substance; or (c) any report, notice, or complaint has been made to or filed with any governmental agency concerning the presence, use or disposal of any hazardous substance on the Premises. Any such notice shall be accompanied by copies of any such claim, report, complaint, notice, warning or other communication that is in the possession of or is reasonably available to the LESSEE.

If either the LESSOR or a tenant of LESSOR's is responsible for the cleanup of any contamination of the Premises, that entity shall carry out and complete, at its own cost and expense, any repair, closure, detoxification, decontamination, or other clean-up of the Premises required by Hazardous Substance Laws. Should such party fail to implement and diligently pursue any such clean-up promptly upon receipt of notice thereof, then LESSEE have the right to terminate this Lease, without penalty.

As used in this Section 27, "Hazardous Substances" are those substances defined as toxic or hazardous substances by CERCLA 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 Section 27, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection, including, but not limited to, CERCLA, RCRA, and the Federal Clean Air and Clean Water Acts, subject however to the provisions contained in Exhibit "J".

Notwithstanding any provision of this contract to the contrary, except for Exhibit "J", LESSEE shall be responsible for contamination cleanup occurring outside or inside of the actual Premises of the LESSEE only in the event that said contamination is the direct result of a release of contaminants brought onto the Premises by LESSEE or his agents or otherwise directly caused by LESSEE or his agents.

28. SURRENDER AT END OF TERM: Upon the expiration of the term hereof or the sooner termination of this Lease, LESSEE agrees to surrender and yield possession of the Premises to the LESSOR, peacefully and without notice, and in the same order and condition as it was delivered, broom clean condition but subject to such ordinary wear, tear, and reasonable use thereof, and subject to such casualty, damage or destruction or condition as LESSEE is not required to restore or remedy under other terms and conditions of this Lease.

29. 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 LESSEE to assign LESSEE's interest under this Lease is and shall be subject to Section 5 above 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.

30. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

31. ENTIRE AGREEMENT: The Lease Agreement as hereinabove set forth, including all exhibits including but not limited to Exhibit "J" 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. There is no Exhibit "F" to this Lease Agreement.

32. THIRD PARTIES: The provisions of this Contract are not intended for the benefit of third parties, and breach thereof shall not constitute the basis for a cause of action by such third parties.

33. FAILURE TO PERFORM COVENANT (FORCE MAJEURE): Any failure on the part of either party to this Lease to perform any obligation hereunder, or any delay on the part of either party to this Lease in doing any act required hereby, shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction, act of God, or any other similar cause beyond the control of, and unavoidable by exercise of due care by, the party so failing to perform, to the extent and for the period that such cause continues.

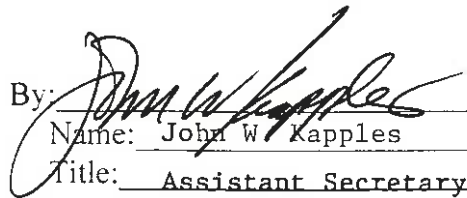
34. AUTHORITY OF PERSONS SIGNING THIS LEASE: The individuals executing this Lease on behalf of the LESSOR represent and warrant to LESSEE that they are fully authorized and legally capable of executing this Lease on behalf of LESSOR and that such execution is binding upon all parties holding any type of ownership or beneficial interest in the Premises.

35. NO PERSONAL LIABILITY OF OFFICERS, DIRECTORS, ETC.: The parties agree that no provision of this Lease shall create personal liability for any officer, director, shareholder, employee or agent of LESSOR or LESSEE.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement Of Lease.

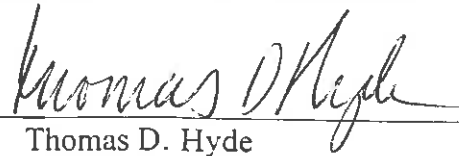
ATTEST:

By:

  
Name: John W. Kapples  
Title: Assistant Secretary

LESSEE: RAYTHEON COMPANY

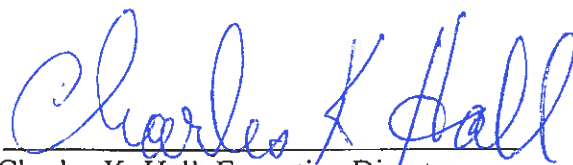
By:

  
Thomas D. Hyde  
Senior Vice-President and  
General Counsel

Date: July 27, 1998

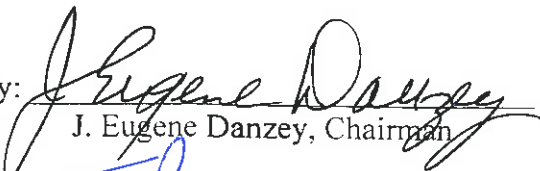
ATTEST:

By:

  
Charles K. Hall, Executive Director

LESSOR: PINELLAS COUNTY  
INDUSTRY COUNCIL

By:

  
J. Eugene Danzey, Chairman

Date:

July 28, 1998

APPROVED AS TO FORM, OFFICE OF  
THE COUNTY ATTORNEY, As to LESSOR

By:

  
Senior Assistant County Attorney

**EXHIBIT "A"**

**Description of Leased Premises**

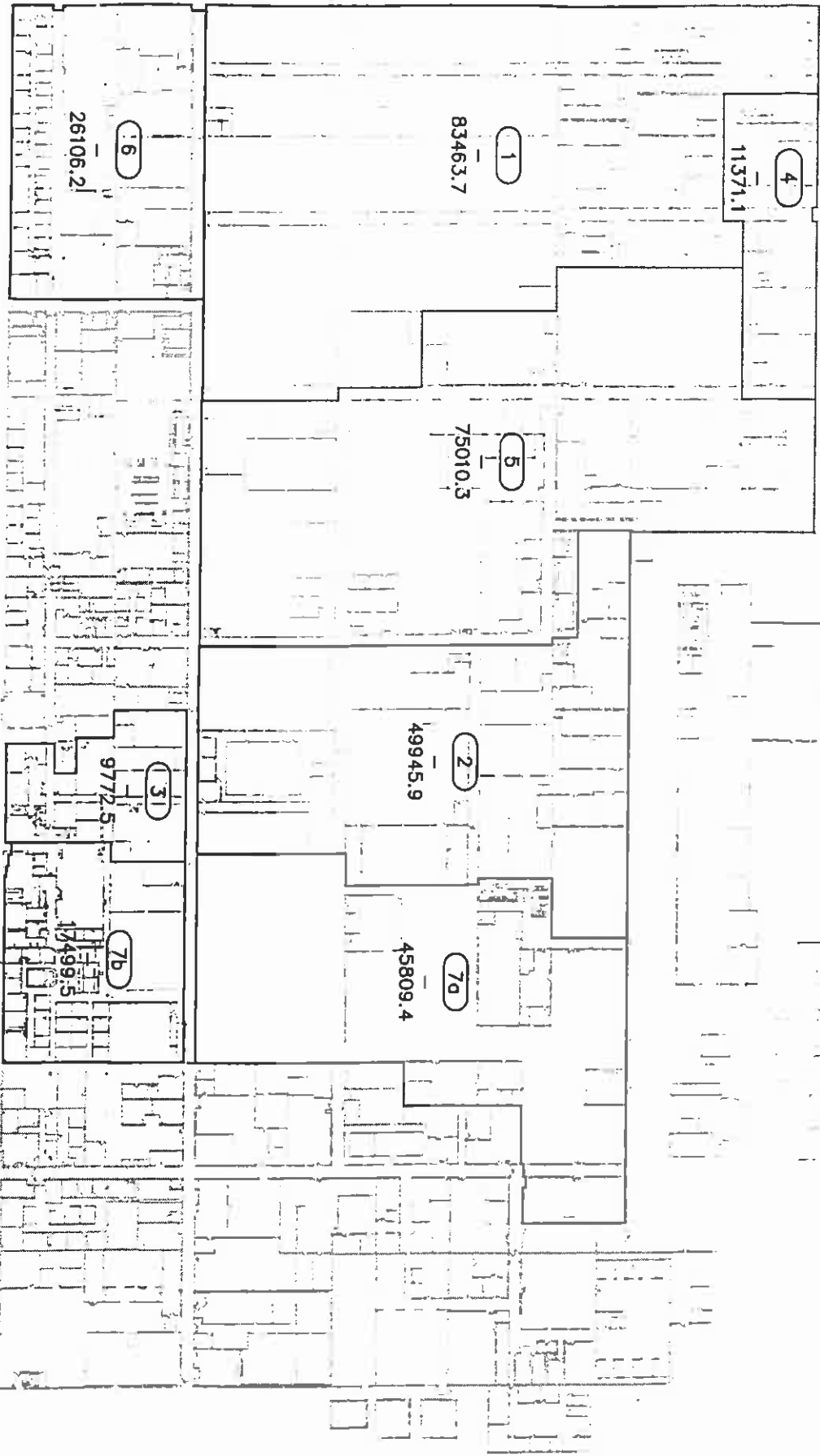
**Projected Scope and Schedule of Beneficial Occupancy**

<b>AREA # (Reference Floor Plans)</b>	<b>Beneficial Occupancy Date</b>	<b>Rentable Square Feet (RSF)</b>
<b>First Floor</b>		
1	October 1, 1998	83,464
2	October 1, 1998	49,946
3	September 1, 1998	9,773
4	November 1, 1998	11,371
5	February 1, 1999	75,010
6	February 1, 1999	26,106
7A	March 1, 1999	45,809
7B	March 1, 1999	<u>17,500</u>
<b>First Floor Subtotal</b>		<b>318,979</b>
<b>Second Floor</b>		
1	October 1, 1998	6,162
2	November 1, 1998	4,242
3	February 1, 1999	6,193
4	February 1, 1999	<u>4,818</u>
<b>Second Floor Subtotal</b>		<b>21,415</b>
<b>Building 100 Total</b>		<b>340,394</b>
<b>Second Floor Options</b>		
5	To be determined	13,385
6	To be determined	4,286
7	To be determined	6,678
8	To be determined	27,109
9	To be determined	14,313
<b>Second Floor Options</b>		<b>65,771</b>
<b>Building 100 Total w/ Options</b>		<b>406,165</b>

### Projected Cumulative Space Occupancy Schedule

Date	Total Rentable Square Feet beneficially occupied
September 1, 1998	9,773
October 1, 1998	149,345
November 1, 1998	164,958
December 1, 1998	164,958
January 1, 1999	164,958
February 1, 1999	277,085
March 1, 1999	340,394

**EXHIBIT A**  
**Star Center, Building 100, 1<sup>st</sup> Floor Leased Premises Plan**

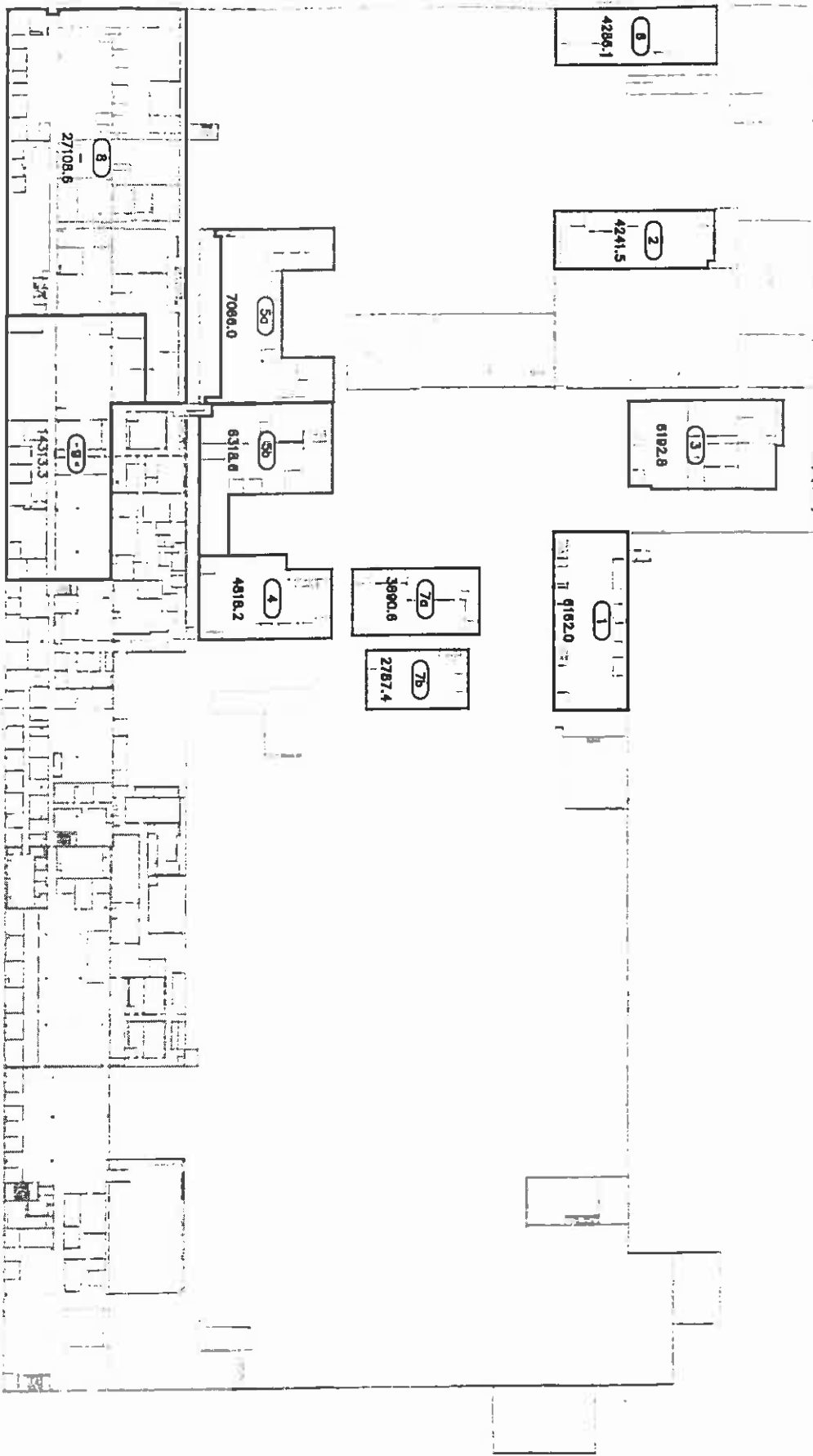


**STAR CENTER**  
**1ST FLOOR LEASED PREMISES PLAN**

**Legend**  
 - Leased Premises  
 - Common Areas  
 - Other Areas

Project Name	STAR CENTER
Project Location	STAR CENTER
Client	STAR CENTER
Prepared By	STAR CENTER
Checked By	STAR CENTER
Date	07/17/2008
Scale	AS SHOWN
Sheet No.	001
Total Sheets	001

APPENDIX A  
 Star Center, Building 100, 2<sup>nd</sup> Floor Leased Premises Plan



**STAR CENTER**  
**2ND FLOOR LEASED PREMISES PLAN**

Legend  
 [Symbol] Leased Premises  
 [Symbol] Common Area  
 [Symbol] Stairwell  
 [Symbol] Elevator Lobby  
 [Symbol] Restroom  
 [Symbol] Mechanical Room  
 [Symbol] Utility Room  
 [Symbol] Storage Room  
 [Symbol] Corridor

DATE: N/A  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 TITLE: ARCHITECT  
 PROJECT: STAR CENTER  
 SHEET: A02  
 SCALE: AS SHOWN  
 PROJECT NO.: [Number]  
 DRAWING NO.: [Number]

**EXHIBIT "B"**

**FACILITY ENVIRONMENTAL PERMITS  
PINELLAS PLANT ENVIRONMENTAL PERMITS**

PERMIT TITLE	PERMIT NUMBER	EXPIRATION DATE
Industrial Wastewater Discharge Permit (Pinellas County Sewer System)	153-IE	08/28/1997

## EXHIBIT "C"

### LIMITS OF OPERATION WITHIN LEASED PREMISES

- A. Permit Requirements - LESSEE will assign a qualified individual to approve, monitor, and direct operation as necessary to comply with the regulatory agency permit requirements pertaining to LESSEE's operation mandated by the permits listed in Exhibit "B" of this Lease, and any amended or replacement permits obtained by LESSOR or any of LESSOR's tenants. Any permit application fees, regulatory monitoring requirements or any other requirements necessary to comply with permit requirements due to the operation of the LESSEE is the sole responsibility of LESSEE. The LESSEE shall submit to the LESSOR and the Department of Energy (hereinafter " the DOE") local government representative the necessary documents to comply with the applicable regulatory requirements. Annually, on or before October 1, the LESSEE will certify to LESSOR and the DOE local government representative that all leased operations meet all applicable permit requirements.

Notwithstanding the notification of the existence of the permits for the benefit of the DOE and LESSOR, the RCRA, HSWA permit is in place solely for the benefit of the DOE and its operations. Unless LESSEE obtains its own RCRA permit, LESSEE is permitted to store Hazardous Waste materials for no longer than ninety (90) days, and in that case, is still required to comply with all laws and regulations governing a small quantity generator.

- B. Tracking Hazardous Materials - LESSEE agrees to limit the types and quantities of hazardous materials used at the Premises, and is required to log and account for all hazardous materials. In the event contamination is identified on the Premises or any common area on site used by LESSEE, these records will be used to assist in determining the responsible tenant. The United States Government has agreed to retain responsibility for cleanup of contaminants identified in the future to the extent there is no evidence that the contaminants resulted from activities conducted by the LESSEE, other tenants on site, or the LESSOR. LESSEE shall remain responsible for complying with all state and federal laws involving tracking and reporting the presence of hazardous materials, including but not limited to Material Safety Data Sheet requirements.
- C. Pinellas Plant Access Control Requirements - Until further notice, entrance to the site during the normal operating hours of 6:00 a.m. to 10:00 p.m. will be through the Belcher Road and Bryan Dairy Road gates. Hours of operation may be adjusted depending upon traffic flow and demand. During non-operating hours, entry will be through the Belcher Road gate.

LESSEE will be provided notice of any change to security requirements as they are established by LESSOR or are necessitated by the DOE's presence as a tenant.

**EXHIBIT "D"**

**CHARGES FOR UTILITIES, MAINTENANCE AND OTHER SERVICES**

Charges for Utilities and Maintenance are set forth in the Lease Agreement.

## EXHIBIT "E"

### BASIC MAINTENANCE DESCRIPTION FOR BUILDING 100

Corrective and "Preventative Maintenance" will be provided as part of the agreement for facility equipment and safety systems. Modifications or alterations to any equipment, systems, buildings, or structures (except that which may be required as a result of a repair) will not be performed unless a separate contract is established. LESSOR will provide janitorial service within the common areas of Building 100. LESSOR will not provide janitorial service internal to the Premises.

All maintenance external to the building or to the building structure including foundation, load bearing walls, elevators, utility lines, grounds and paved areas maintenance, basic roof patching and repair, and basic care of the building surfaces such as basic repair or paint touch up will be performed by LESSOR. Electrical repairs and basic upkeep will be provided up to the electrical panels and switchgear within the area. Electrical repairs, connections, modifications or alterations associated with equipment specifically serving the LESSEE will be provided to the Premises by LESSEE. Electrical repairs to facility-related equipment will be performed by LESSOR as needed within a reasonable time period. Exterior area lighting, as it exists at the commencement of the Lease term, will be maintained in good operating condition. Maintenance will be provided for emergency lighting and critical safety equipment as specified by code and therefore will be properly maintained as a part of the agreement.

Repair, corrective and preventative maintenance of mechanical systems such as air handling units (interior or exterior to the building structure) smoke ventilation systems, potable water piping serving restroom facilities, sprinkler and fire protection systems, and sanitary drainage systems up to the boundaries of the Premises will be provided by LESSOR in order to maintain the equipment in good functional condition. LESSEE will provide repairs and preventative maintenance of the Premises interior to the walls of the Premises, and utility distribution systems after the junction boxes and pipes delivering the particular utility to the Premises. LESSOR will provide no service, pick up, or handling of any material classified as hazardous waste. Repairs to equipment systems or utilities as a result of misuse or abuse will be accomplished through negotiations with the LESSEE at the cost of the LESSEE if so determined by the LESSOR.

## **EXHIBIT "F"**

Exhibit F has been deleted per agreement of both parties.

## EXHIBIT "G"

### INSURANCE REQUIREMENTS

The following insurance requirements are included in this Lease:

1. The LESSEE shall procure, pay for and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to the LESSOR of certificates of insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements required by the LESSOR, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of the Lease.

a. Workers' Compensation Limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident

b. Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises-Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death of not less than \$300,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$1,000,000, each occurrence, will be acceptable unless otherwise stated). Coverage on personal property leased to LESSEE by LESSOR shall be of not less than the Personal Property Book Value of that property, over and above the personal property coverage cited in this paragraph above. Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.

c. Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$300,000 each occurrence, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000 each occurrence, will be acceptable unless otherwise stated.) Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

2. Each insurance policy shall include the following conditions by endorsement to the policy:

a. Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, a notice thereof shall be given to LESSOR by certified mail to: the Executive Director of the Pinellas County Industry Council at 7887 Bryan Dairy Road, Suite 120, Largo, Florida 33777. The LESSEE shall also notify the LESSOR, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by the LESSEE from their insurer; and nothing contained herein shall absolve the LESSEE of this requirement to provide notice.

b. Companies issuing the insurance policy, or policies, shall have no recourse against LESSOR for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the LESSEE.

c. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by Pinellas County and/or LESSOR to any such future coverage, or to Pinellas County and/or the LESSOR's Self-Insured Retentions of whatever nature; provided, however, that if LESSOR shall be succeeded by a non-governmental entity, this clause 2.c. shall become null and void.

3. The LESSEE shall indemnify, pay the cost of defense, including attorney's fees and costs, and hold harmless the LESSOR from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said LESSEE; or by, or in consequence of any neglect in safeguarding the work: or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission; neglect or misconduct of the said LESSEE; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only to the proportionate extent such injury or damage shall not have been occasioned by the negligence of Pinellas County and/or LESSOR.

## STAR Center Lease

## Amortization Schedule for Leasehold Improvements Repayment

Schedule Generated July 22, 1998Schedule Revision 0Start Date Mar-1999loan value = \$1,080,000loan term = 15 yearsinterest = 6.00% annualPayment P&I = \$9,113.65 per month

PAYMENT NUMBER	PERIOD	REMAINING PRINCIPAL BALANCE	INTEREST APPLIED	PRINCIPAL APPLIED	PRINCIPAL PAID TO DATE	PRINCIPAL BALANCE REMAINING	INTEREST PAID TO DATE
1	Mar-1999	\$1,080,000.00	\$5,400.00	\$3,713.65	\$3,713.65	\$1,076,286.35	\$5,400.00
2	Oct-1998	\$1,076,286.35	\$5,381.43	\$3,732.22	\$7,445.88	\$1,072,554.12	\$10,781.43
3	Nov-1998	\$1,072,554.12	\$5,362.77	\$3,750.88	\$11,196.76	\$1,068,803.24	\$16,144.20
4	Dec-1998	\$1,068,803.24	\$5,344.02	\$3,769.64	\$14,966.40	\$1,065,033.60	\$21,488.22
5	Jan-1999	\$1,065,033.60	\$5,325.17	\$3,788.49	\$18,754.88	\$1,061,245.12	\$26,813.39
6	Feb-1999	\$1,061,245.12	\$5,306.23	\$3,807.43	\$22,562.31	\$1,057,437.69	\$32,119.61
7	Mar-1999	\$1,057,437.69	\$5,287.19	\$3,826.47	\$26,388.78	\$1,053,611.22	\$37,406.80
8	Apr-1999	\$1,053,611.22	\$5,268.06	\$3,845.60	\$30,234.37	\$1,049,765.63	\$42,674.86
9	May-1999	\$1,049,765.63	\$5,248.83	\$3,864.83	\$34,099.20	\$1,045,900.80	\$47,923.68
10	Jun-1999	\$1,045,900.80	\$5,229.50	\$3,884.15	\$37,983.35	\$1,042,016.65	\$53,153.19
11	Jul-1999	\$1,042,016.65	\$5,210.08	\$3,903.57	\$41,886.92	\$1,038,113.08	\$58,363.27
12	Aug-1999	\$1,038,113.08	\$5,190.57	\$3,923.09	\$45,810.01	\$1,034,189.99	\$63,553.84
13	Sep-1999	\$1,034,189.99	\$5,170.95	\$3,942.70	\$49,752.71	\$1,030,247.29	\$68,724.79
14	Oct-1999	\$1,030,247.29	\$5,151.24	\$3,962.42	\$53,715.13	\$1,026,284.87	\$73,876.02
15	Nov-1999	\$1,026,284.87	\$5,131.42	\$3,982.23	\$57,697.36	\$1,022,302.64	\$79,007.45
16	Dec-1999	\$1,022,302.64	\$5,111.51	\$4,002.14	\$61,699.50	\$1,018,300.50	\$84,118.96
17	Jan-2000	\$1,018,300.50	\$5,091.50	\$4,022.15	\$65,721.65	\$1,014,278.35	\$89,210.46
18	Feb-2000	\$1,014,278.35	\$5,071.39	\$4,042.26	\$69,763.91	\$1,010,236.09	\$94,281.86
19	Mar-2000	\$1,010,236.09	\$5,051.18	\$4,062.47	\$73,826.38	\$1,006,173.62	\$99,333.04
20	Apr-2000	\$1,006,173.62	\$5,030.87	\$4,082.79	\$77,909.17	\$1,002,090.83	\$104,363.90
21	May-2000	\$1,002,090.83	\$5,010.45	\$4,103.20	\$82,012.37	\$997,987.63	\$109,374.36
22	Jun-2000	\$997,987.63	\$4,989.94	\$4,123.72	\$86,136.09	\$993,863.91	\$114,364.30
23	Jul-2000	\$993,863.91	\$4,969.32	\$4,144.33	\$90,280.42	\$989,719.58	\$119,333.62
24	Aug-2000	\$989,719.58	\$4,948.60	\$4,165.06	\$94,445.48	\$985,554.52	\$124,282.21
25	Sep-2000	\$985,554.52	\$4,927.77	\$4,185.88	\$98,631.36	\$981,368.64	\$129,209.99
26	Oct-2000	\$981,368.64	\$4,906.84	\$4,206.81	\$102,838.17	\$977,161.83	\$134,116.83
27	Nov-2000	\$977,161.83	\$4,885.81	\$4,227.84	\$107,066.01	\$972,933.99	\$139,002.64
28	Dec-2000	\$972,933.99	\$4,864.67	\$4,248.98	\$111,315.00	\$968,685.00	\$143,867.31
29	Jan-2001	\$968,685.00	\$4,843.43	\$4,270.23	\$115,585.22	\$964,414.78	\$148,710.73
30	Feb-2001	\$964,414.78	\$4,822.07	\$4,291.58	\$119,876.80	\$960,123.20	\$153,532.81
31	Mar-2001	\$960,123.20	\$4,800.62	\$4,313.04	\$124,189.84	\$955,810.16	\$158,333.42
32	Apr-2001	\$955,810.16	\$4,779.05	\$4,334.60	\$128,524.45	\$951,475.55	\$163,112.47
33	May-2001	\$951,475.55	\$4,757.38	\$4,356.28	\$132,880.72	\$947,119.28	\$167,869.85
34	Jun-2001	\$947,119.28	\$4,735.60	\$4,378.06	\$137,258.78	\$942,741.22	\$172,605.45
35	Jul-2001	\$942,741.22	\$4,713.71	\$4,399.95	\$141,658.73	\$938,341.27	\$177,319.15
36	Aug-2001	\$938,341.27	\$4,691.71	\$4,421.95	\$146,080.67	\$933,919.33	\$182,010.86

**STAR Center Lease**  
**Amortization Schedule for Leasehold Improvements Repayment**

Schedule Generated July 22, 1998

Schedule Revision 0

Start Date Mar-1999

loan value = \$1,080,000

loan term = 15 years

interest = 6.00% annual

Payment P&I = \$9,113.65 per month

PAYMENT NUMBER	PERIOD	REMAINING PRINCIPAL BALANCE	INTEREST APPLIED	PRINCIPAL APPLIED	PRINCIPAL PAID TO DATE	PRINCIPAL BALANCE REMAINING	INTEREST PAID TO DATE
37	Sep-2001	\$933,919.33	\$4,669.60	\$4,444.06	\$150,524.73	\$929,475.27	\$186,680.46
38	Oct-2001	\$929,475.27	\$4,647.38	\$4,466.28	\$154,991.01	\$925,008.99	\$191,327.83
39	Nov-2001	\$925,008.99	\$4,625.04	\$4,488.61	\$159,479.62	\$920,520.38	\$195,952.88
40	Dec-2001	\$920,520.38	\$4,602.60	\$4,511.05	\$163,990.67	\$916,009.33	\$200,555.48
41	Jan-2002	\$916,009.33	\$4,580.05	\$4,533.61	\$168,524.28	\$911,475.72	\$205,135.53
42	Feb-2002	\$911,475.72	\$4,557.38	\$4,556.28	\$173,080.55	\$906,919.45	\$209,692.91
43	Mar-2002	\$906,919.45	\$4,534.60	\$4,579.06	\$177,659.61	\$902,340.39	\$214,227.50
44	Apr-2002	\$902,340.39	\$4,511.70	\$4,601.95	\$182,261.56	\$897,738.44	\$218,739.21
45	May-2002	\$897,738.44	\$4,488.69	\$4,624.96	\$186,886.52	\$893,113.48	\$223,227.90
46	Jun-2002	\$893,113.48	\$4,465.57	\$4,648.09	\$191,534.61	\$888,465.39	\$227,693.47
47	Jul-2002	\$888,465.39	\$4,442.33	\$4,671.33	\$196,205.93	\$883,794.07	\$232,135.79
48	Aug-2002	\$883,794.07	\$4,418.97	\$4,694.68	\$200,900.62	\$879,099.38	\$236,554.76
49	Sep-2002	\$879,099.38	\$4,395.50	\$4,718.16	\$205,618.77	\$874,381.23	\$240,950.26
50	Oct-2002	\$874,381.23	\$4,371.91	\$4,741.75	\$210,360.52	\$869,639.48	\$245,322.17
51	Nov-2002	\$869,639.48	\$4,348.20	\$4,765.46	\$215,125.98	\$864,874.02	\$249,670.36
52	Dec-2002	\$864,874.02	\$4,324.37	\$4,789.28	\$219,915.26	\$860,084.74	\$253,994.73
53	Jan-2003	\$860,084.74	\$4,300.42	\$4,813.23	\$224,728.49	\$855,271.51	\$258,295.16
54	Feb-2003	\$855,271.51	\$4,276.36	\$4,837.30	\$229,565.79	\$850,434.21	\$262,571.51
55	Mar-2003	\$850,434.21	\$4,252.17	\$4,861.48	\$234,427.27	\$845,572.73	\$266,823.69
56	Apr-2003	\$845,572.73	\$4,227.86	\$4,885.79	\$239,313.06	\$840,686.94	\$271,051.55
57	May-2003	\$840,686.94	\$4,203.43	\$4,910.22	\$244,223.28	\$835,776.72	\$275,254.98
58	Jun-2003	\$835,776.72	\$4,178.88	\$4,934.77	\$249,158.05	\$830,841.95	\$279,433.87
59	Jul-2003	\$830,841.95	\$4,154.21	\$4,959.44	\$254,117.49	\$825,882.51	\$283,588.08
60	Aug-2003	\$825,882.51	\$4,129.41	\$4,984.24	\$259,101.73	\$820,898.27	\$287,717.49
61	Sep-2003	\$820,898.27	\$4,104.49	\$5,009.16	\$264,110.90	\$815,889.10	\$291,821.98
62	Oct-2003	\$815,889.10	\$4,079.45	\$5,034.21	\$269,145.11	\$810,854.89	\$295,901.43
63	Nov-2003	\$810,854.89	\$4,054.27	\$5,059.38	\$274,204.48	\$805,795.52	\$299,955.70
64	Dec-2003	\$805,795.52	\$4,028.98	\$5,084.68	\$279,289.16	\$800,710.84	\$303,984.68
65	Jan-2004	\$800,710.84	\$4,003.55	\$5,110.10	\$284,399.26	\$795,600.74	\$307,988.23
66	Feb-2004	\$795,600.74	\$3,978.00	\$5,135.65	\$289,534.91	\$790,465.09	\$311,966.24
67	Mar-2004	\$790,465.09	\$3,952.33	\$5,161.33	\$294,696.24	\$785,303.76	\$315,918.56
68	Apr-2004	\$785,303.76	\$3,926.52	\$5,187.13	\$299,883.37	\$780,116.63	\$319,845.08
69	May-2004	\$780,116.63	\$3,900.58	\$5,213.07	\$305,096.44	\$774,903.56	\$323,745.66
70	Jun-2004	\$774,903.56	\$3,874.52	\$5,239.14	\$310,335.58	\$769,664.42	\$327,620.18
71	Jul-2004	\$769,664.42	\$3,848.32	\$5,265.33	\$315,600.91	\$764,399.09	\$331,468.50
72	Aug-2004	\$764,399.09	\$3,822.00	\$5,291.66	\$320,892.57	\$759,107.43	\$335,290.50

**STAR Center Lease**  
**Amortization Schedule for Leasehold Improvements Repayment**

Schedule Generated July 22, 1998

Schedule Revision 0

Start Date Mar-1999

loan value = \$1,080,000

loan term = 15 years

interest = 6.00% annual

Payment P&I = \$9,113.65 per month

PAYMENT NUMBER	PERIOD	REMAINING PRINCIPAL BALANCE	INTEREST APPLIED	PRINCIPAL APPLIED	PRINCIPAL PAID TO DATE	PRINCIPAL BALANCE REMAINING	INTEREST PAID TO DATE
73	Sep-2004	\$759,107.43	\$3,795.54	\$5,318.12	\$326,210.69	\$753,789.31	\$339,086.04
74	Oct-2004	\$753,789.31	\$3,768.95	\$5,344.71	\$331,555.39	\$748,444.61	\$342,854.98
75	Nov-2004	\$748,444.61	\$3,742.22	\$5,371.43	\$336,926.82	\$743,073.18	\$346,597.21
76	Dec-2004	\$743,073.18	\$3,715.37	\$5,398.29	\$342,325.11	\$737,674.89	\$350,312.57
77	Jan-2005	\$737,674.89	\$3,688.37	\$5,425.28	\$347,750.39	\$732,249.61	\$354,000.95
78	Feb-2005	\$732,249.61	\$3,661.25	\$5,452.41	\$353,202.80	\$726,797.20	\$357,662.19
79	Mar-2005	\$726,797.20	\$3,633.99	\$5,479.67	\$358,682.47	\$721,317.53	\$361,296.18
80	Apr-2005	\$721,317.53	\$3,606.59	\$5,507.07	\$364,189.53	\$715,810.47	\$364,902.77
81	May-2005	\$715,810.47	\$3,579.05	\$5,534.60	\$369,724.13	\$710,275.87	\$368,481.82
82	Jun-2005	\$710,275.87	\$3,551.38	\$5,562.27	\$375,286.41	\$704,713.59	\$372,033.20
83	Jul-2005	\$704,713.59	\$3,523.57	\$5,590.09	\$380,876.49	\$699,123.51	\$375,556.77
84	Aug-2005	\$699,123.51	\$3,495.62	\$5,618.04	\$386,494.53	\$693,505.47	\$379,052.39
85	Sep-2005	\$693,505.47	\$3,467.53	\$5,646.13	\$392,140.66	\$687,859.34	\$382,519.91
86	Oct-2005	\$687,859.34	\$3,439.30	\$5,674.36	\$397,815.01	\$682,184.99	\$385,959.21
87	Nov-2005	\$682,184.99	\$3,410.92	\$5,702.73	\$403,517.74	\$676,482.26	\$389,370.13
88	Dec-2005	\$676,482.26	\$3,382.41	\$5,731.24	\$409,248.98	\$670,751.02	\$392,752.55
89	Jan-2006	\$670,751.02	\$3,353.76	\$5,759.90	\$415,008.88	\$664,991.12	\$396,106.30
90	Feb-2006	\$664,991.12	\$3,324.96	\$5,788.70	\$420,797.58	\$659,202.42	\$399,431.26
91	Mar-2006	\$659,202.42	\$3,296.01	\$5,817.64	\$426,615.22	\$653,384.78	\$402,727.27
92	Apr-2006	\$653,384.78	\$3,266.92	\$5,846.73	\$432,461.95	\$647,538.05	\$405,994.19
93	May-2006	\$647,538.05	\$3,237.69	\$5,875.96	\$438,337.92	\$641,662.08	\$409,231.88
94	Jun-2006	\$641,662.08	\$3,208.31	\$5,905.34	\$444,243.26	\$635,756.74	\$412,440.19
95	Jul-2006	\$635,756.74	\$3,178.78	\$5,934.87	\$450,178.13	\$629,821.87	\$415,618.98
96	Aug-2006	\$629,821.87	\$3,149.11	\$5,964.54	\$456,142.67	\$623,857.33	\$418,768.09
97	Sep-2006	\$623,857.33	\$3,119.29	\$5,994.37	\$462,137.04	\$617,862.96	\$421,887.37
98	Oct-2006	\$617,862.96	\$3,089.31	\$6,024.34	\$468,161.38	\$611,838.62	\$424,976.69
99	Nov-2006	\$611,838.62	\$3,059.19	\$6,054.46	\$474,215.84	\$605,784.16	\$428,035.88
100	Dec-2006	\$605,784.16	\$3,028.92	\$6,084.73	\$480,300.57	\$599,699.43	\$431,064.80
101	Jan-2007	\$599,699.43	\$2,998.50	\$6,115.16	\$486,415.73	\$593,584.27	\$434,063.30
102	Feb-2007	\$593,584.27	\$2,967.92	\$6,145.73	\$492,561.46	\$587,438.54	\$437,031.22
103	Mar-2007	\$587,438.54	\$2,937.19	\$6,176.46	\$498,737.92	\$581,262.08	\$439,968.41
104	Apr-2007	\$581,262.08	\$2,906.31	\$6,207.34	\$504,945.27	\$575,054.73	\$442,874.72
105	May-2007	\$575,054.73	\$2,875.27	\$6,238.38	\$511,183.65	\$568,816.35	\$445,750.00
106	Jun-2007	\$568,816.35	\$2,844.08	\$6,269.57	\$517,453.22	\$562,546.78	\$448,594.08
107	Jul-2007	\$562,546.78	\$2,812.73	\$6,300.92	\$523,754.14	\$556,245.86	\$451,406.81
108	Aug-2007	\$556,245.86	\$2,781.23	\$6,332.42	\$530,086.56	\$549,913.44	\$454,188.04

**STAR Center Lease**  
**Amortization Schedule for Leasehold Improvements Repayment**

Schedule Generated July 22, 1998

Schedule Revision 0

Start Date Mar-1999

loan value = \$1,080,000

loan term = 15 years

interest = 6.00% annual

Payment P&I = \$9,113.65 per month

PAYMENT NUMBER	PERIOD	REMAINING PRINCIPAL BALANCE	INTEREST APPLIED	PRINCIPAL APPLIED	PRINCIPAL PAID TO DATE	PRINCIPAL BALANCE REMAINING	INTEREST PAID TO DATE
109	Sep-2007	\$549,913.44	\$2,749.57	\$6,364.09	\$536,450.65	\$543,549.35	\$456,937.61
110	Oct-2007	\$543,549.35	\$2,717.75	\$6,395.91	\$542,846.56	\$537,153.44	\$459,655.36
111	Nov-2007	\$537,153.44	\$2,685.77	\$6,427.89	\$549,274.44	\$530,725.56	\$462,341.12
112	Dec-2007	\$530,725.56	\$2,653.63	\$6,460.03	\$555,734.47	\$524,265.53	\$464,994.75
113	Jan-2008	\$524,265.53	\$2,621.33	\$6,492.33	\$562,226.80	\$517,773.20	\$467,616.08
114	Feb-2008	\$517,773.20	\$2,588.87	\$6,524.79	\$568,751.58	\$511,248.42	\$470,204.94
115	Mar-2008	\$511,248.42	\$2,556.24	\$6,557.41	\$575,308.99	\$504,691.01	\$472,761.19
116	Apr-2008	\$504,691.01	\$2,523.46	\$6,590.20	\$581,899.19	\$498,100.81	\$475,284.64
117	May-2008	\$498,100.81	\$2,490.50	\$6,623.15	\$588,522.34	\$491,477.66	\$477,775.15
118	Jun-2008	\$491,477.66	\$2,457.39	\$6,656.27	\$595,178.61	\$484,821.39	\$480,232.53
119	Jul-2008	\$484,821.39	\$2,424.11	\$6,689.55	\$601,868.16	\$478,131.84	\$482,656.64
120	Aug-2008	\$478,131.84	\$2,390.66	\$6,722.99	\$608,591.15	\$471,408.85	\$485,047.30
121	Sep-2008	\$471,408.85	\$2,357.04	\$6,756.61	\$615,347.76	\$464,652.24	\$487,404.34
122	Oct-2008	\$464,652.24	\$2,323.26	\$6,790.39	\$622,138.15	\$457,861.85	\$489,727.60
123	Nov-2008	\$457,861.85	\$2,289.31	\$6,824.34	\$628,962.50	\$451,037.50	\$492,016.91
124	Dec-2008	\$451,037.50	\$2,255.19	\$6,858.47	\$635,820.96	\$444,179.04	\$494,272.10
125	Jan-2009	\$444,179.04	\$2,220.90	\$6,892.76	\$642,713.72	\$437,286.28	\$496,493.00
126	Feb-2009	\$437,286.28	\$2,186.43	\$6,927.22	\$649,640.94	\$430,359.06	\$498,679.43
127	Mar-2009	\$430,359.06	\$2,151.80	\$6,961.86	\$656,602.80	\$423,397.20	\$500,831.22
128	Apr-2009	\$423,397.20	\$2,116.99	\$6,996.67	\$663,599.47	\$416,400.53	\$502,948.21
129	May-2009	\$416,400.53	\$2,082.00	\$7,031.65	\$670,631.12	\$409,368.88	\$505,030.21
130	Jun-2009	\$409,368.88	\$2,046.84	\$7,066.81	\$677,697.93	\$402,302.07	\$507,077.06
131	Jul-2009	\$402,302.07	\$2,011.51	\$7,102.14	\$684,800.07	\$395,199.93	\$509,088.57
132	Aug-2009	\$395,199.93	\$1,976.00	\$7,137.65	\$691,937.73	\$388,062.27	\$511,064.57
133	Sep-2009	\$388,062.27	\$1,940.31	\$7,173.34	\$699,111.07	\$380,888.93	\$513,004.88
134	Oct-2009	\$380,888.93	\$1,904.44	\$7,209.21	\$706,320.28	\$373,679.72	\$514,909.32
135	Nov-2009	\$373,679.72	\$1,868.40	\$7,245.26	\$713,565.53	\$366,434.47	\$516,777.72
136	Dec-2009	\$366,434.47	\$1,832.17	\$7,281.48	\$720,847.02	\$359,152.98	\$518,609.89
137	Jan-2010	\$359,152.98	\$1,795.76	\$7,317.89	\$728,164.90	\$351,835.10	\$520,405.66
138	Feb-2010	\$351,835.10	\$1,759.18	\$7,354.48	\$735,519.38	\$344,480.62	\$522,164.83
139	Mar-2010	\$344,480.62	\$1,722.40	\$7,391.25	\$742,910.63	\$337,089.37	\$523,887.24
140	Apr-2010	\$337,089.37	\$1,685.45	\$7,428.21	\$750,338.84	\$329,661.16	\$525,572.68
141	May-2010	\$329,661.16	\$1,648.31	\$7,465.35	\$757,804.19	\$322,195.81	\$527,220.99
142	Jun-2010	\$322,195.81	\$1,610.98	\$7,502.67	\$765,306.86	\$314,693.14	\$528,831.97
143	Jul-2010	\$314,693.14	\$1,573.47	\$7,540.19	\$772,847.05	\$307,152.95	\$530,405.43
144	Aug-2010	\$307,152.95	\$1,535.76	\$7,577.89	\$780,424.94	\$299,575.06	\$531,941.20

**STAR Center Lease**  
**Amortization Schedule for Leasehold Improvements Repayment**

Schedule Generated July 22, 1998

Schedule Revision 0

Start Date Mar-1999

loan value = \$1,080,000

loan term = 15 years

interest = 6.00% annual

Payment P&I = \$9,113.65 per month

PAYMENT NUMBER	PERIOD	REMAINING PRINCIPAL BALANCE	INTEREST APPLIED	PRINCIPAL APPLIED	PRINCIPAL PAID TO DATE	PRINCIPAL BALANCE REMAINING	INTEREST PAID TO DATE
145	Sep-2010	\$299,575.06	\$1,497.88	\$7,615.78	\$788,040.72	\$291,959.28	\$533,439.07
146	Oct-2010	\$291,959.28	\$1,459.80	\$7,653.86	\$795,694.58	\$284,305.42	\$534,898.87
147	Nov-2010	\$284,305.42	\$1,421.53	\$7,692.13	\$803,386.70	\$276,613.30	\$536,320.40
148	Dec-2010	\$276,613.30	\$1,383.07	\$7,730.59	\$811,117.29	\$268,882.71	\$537,703.46
149	Jan-2011	\$268,882.71	\$1,344.41	\$7,769.24	\$818,886.53	\$261,113.47	\$539,047.88
150	Feb-2011	\$261,113.47	\$1,305.57	\$7,808.09	\$826,694.62	\$253,305.38	\$540,353.45
151	Mar-2011	\$253,305.38	\$1,266.53	\$7,847.13	\$834,541.74	\$245,458.26	\$541,619.97
152	Apr-2011	\$245,458.26	\$1,227.29	\$7,886.36	\$842,428.11	\$237,571.89	\$542,847.26
153	May-2011	\$237,571.89	\$1,187.86	\$7,925.79	\$850,353.90	\$229,646.10	\$544,035.12
154	Jun-2011	\$229,646.10	\$1,148.23	\$7,965.42	\$858,319.32	\$221,680.68	\$545,183.35
155	Jul-2011	\$221,680.68	\$1,108.40	\$8,005.25	\$866,324.57	\$213,675.43	\$546,291.76
156	Aug-2011	\$213,675.43	\$1,068.38	\$8,045.28	\$874,369.85	\$205,630.15	\$547,360.13
157	Sep-2011	\$205,630.15	\$1,028.15	\$8,085.50	\$882,455.35	\$197,544.65	\$548,388.28
158	Oct-2011	\$197,544.65	\$987.72	\$8,125.93	\$890,581.28	\$189,418.72	\$549,376.01
159	Nov-2011	\$189,418.72	\$947.09	\$8,166.56	\$898,747.84	\$181,252.16	\$550,323.10
160	Dec-2011	\$181,252.16	\$906.26	\$8,207.39	\$906,955.24	\$173,044.76	\$551,229.36
161	Jan-2012	\$173,044.76	\$865.22	\$8,248.43	\$915,203.67	\$164,796.33	\$552,094.59
162	Feb-2012	\$164,796.33	\$823.98	\$8,289.67	\$923,493.34	\$156,506.66	\$552,918.57
163	Mar-2012	\$156,506.66	\$782.53	\$8,331.12	\$931,824.46	\$148,175.54	\$553,701.10
164	Apr-2012	\$148,175.54	\$740.88	\$8,372.78	\$940,197.23	\$139,802.77	\$554,441.98
165	May-2012	\$139,802.77	\$699.01	\$8,414.64	\$948,611.87	\$131,388.13	\$555,140.99
166	Jun-2012	\$131,388.13	\$656.94	\$8,456.71	\$957,068.59	\$122,931.41	\$555,797.93
167	Jul-2012	\$122,931.41	\$614.66	\$8,499.00	\$965,567.58	\$114,432.42	\$556,412.59
168	Aug-2012	\$114,432.42	\$572.16	\$8,541.49	\$974,109.08	\$105,890.92	\$556,984.75
169	Sep-2012	\$105,890.92	\$529.45	\$8,584.20	\$982,693.28	\$97,306.72	\$557,514.21
170	Oct-2012	\$97,306.72	\$486.53	\$8,627.12	\$991,320.40	\$88,679.60	\$558,000.74
171	Nov-2012	\$88,679.60	\$443.40	\$8,670.26	\$999,990.65	\$80,009.35	\$558,444.14
172	Dec-2012	\$80,009.35	\$400.05	\$8,713.61	\$1,008,704.26	\$71,295.74	\$558,844.19
173	Jan-2013	\$71,295.74	\$356.48	\$8,757.18	\$1,017,461.43	\$62,538.57	\$559,200.66
174	Feb-2013	\$62,538.57	\$312.69	\$8,800.96	\$1,026,262.39	\$53,737.61	\$559,513.36
175	Mar-2013	\$53,737.61	\$268.69	\$8,844.97	\$1,035,107.36	\$44,892.64	\$559,782.05
176	Apr-2013	\$44,892.64	\$224.46	\$8,889.19	\$1,043,996.55	\$36,003.45	\$560,006.51
177	May-2013	\$36,003.45	\$180.02	\$8,933.64	\$1,052,930.19	\$27,069.81	\$560,186.53
178	Jun-2013	\$27,069.81	\$135.35	\$8,978.30	\$1,061,908.49	\$18,091.51	\$560,321.87
179	Jul-2013	\$18,091.51	\$90.46	\$9,023.20	\$1,070,931.69	\$9,068.31	\$560,412.33
180	Aug-2013	\$9,068.31	\$45.34	\$9,068.31	\$1,080,000.00	(\$0.00)	\$560,457.67

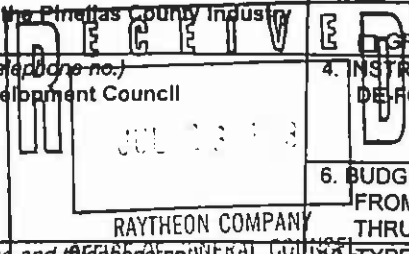
**EXHIBIT "I"**

**TENANT PREMISES IMPROVEMENTS**

[To be agreed to and provided later by George Hansen, and Ken Hall, PCIC .]

**EXHIBIT J**  
 U.S. DEPARTMENT OF ENERGY  
**NOTICE OF FINANCIAL ASSISTANCE AWARD**

Under the authority of Public Law 95-91, "Department of Energy Organization Act," and subject to legislation, regulations and policies applicable to the Industrial Waste Reduction Program - Petroleum Industry.



<b>1. PROJECT TITLE</b> Economic Development Activities under the Pinellas County Industrial Waste Reduction Program - Petroleum Industry Council		<b>2. INSTRUMENT TYPE</b> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT	
<b>3. RECIPIENT (Name, address, Zip code, telephone no.)</b> St. Petersburg/Clearwater Economic Development Council 7990 114th Avenue North - Suite 1 Largo, Florida 33773		<b>4. INSTRUMENT NO.</b> DE-FC04-95AL87471	<b>5. AMENDMENT NO.</b> M007
<b>6. BUDGET PERIOD</b> FROM: 01-01-98 THRU: 12-31-99		<b>7. PROJECT PERIOD</b> FROM: 03-08-95 THRU: 12-31-02	
<b>8. RECIPIENT PROJECT DIRECTOR (Name and telephone no.)</b> William M. Castoro, Executive Director ph: 813-541-8080		<b>9. RECIPIENT BUSINESS OFFICER (Name and telephone no.)</b> Heidi Dehn, Administrative Assistant ph: 813-541-8080	
<b>10. DOE PROJECT OFFICER (Name, address, Zip code, telephone no.)</b> Franklin Gregory, Program Manager, KAO U. S. Department of Energy, Albuquerque Operations Office P.O. Box 5400 Albuquerque, NM 87185-5400 ph: 505-845-6020		<b>11. ADMINISTERED FOR DOE BY (Name, address, Zip code, phone no.)</b> Nancy R. Hoffman, Contract Specialist U. S. Department of Energy, Albuquerque Operations Office P.O. Box 5400 Albuquerque, NM 87185-5400 ph: 505-845-4127	

**12. TYPE OF AWARD**

NEW       CONTINUATION       RENEWAL  
 REVISION       SUPPLEMENT

**13. RECIPIENT TYPE**

STATE GOVT     INDIAN TRIBAL GOVT     HOSPITAL     FOR PROFIT ORG.     INDIVIDUAL  
 LOCAL GOVT     INST. OF HIGHER LEARNING     OTHER NONPROFIT ORG.     C     P     SP     OTHER (Specify):

**14. ACCOUNTING AND APPROPRIATIONS DATA**

a. Appropriation Symbol	b. B & R Number	c. FT/AFP/OC	d. CFA Number	15. EMPLOYER ID NO.  59.6000800
89X0243 TF	GG0803 25.2	AL7391		
		XID06032027 & 29	81.103	

**16. BUDGET AND FUNDING INFORMATION**

a. CURRENT BUDGET PERIOD INFORMATION		b. CUMULATIVE DOE OBLIGATIONS	
(1) DOE Funds Obligated This Action	\$2,053,319	(1) This Budget Period [Total of Lines a(1) and a(3)]	\$2,053,319
(2) DOE Funds Authorized for Carry Over	\$4,311,450	(2) Prior Budget Periods	\$7,687,691
(3) DOE Funds Previously Obligated in This Budget Period \$	0	(3) Project Period to Date [Total of Lines b(1) and b(2)]	\$9,741,010
(4) DOE Share of Total Approved Budget	\$6,364,769		
(5) Recipient Share of Total Approved Budget	\$ 73,000		
(6) Total Approved Budget	\$6,437,769		

**17. TOTAL ESTIMATED COST OF PROJECT: \$9,814,010**  
*(This is the current estimated cost of the project. It is not a promise to award nor an authorization to expend funds in this amount.)*

**18. AWARD/AGREEMENT TERMS AND CONDITIONS**

This award/agreement consists of this form plus the following:

a. Special terms and conditions.

b. Applicable program regulations (specify): \_\_\_\_\_ (Date)

c. DOE Financial Assistance Rules, 10 CFR Part 600, as amended.

d. Application/proposal, as supplemented.     as submitted     with changes as negotiated

**19. REMARKS: The Liability Clause of the Cooperative Agreement is removed and replaced with new language. (See pages 2-4.)**

<p><b>20. EVIDENCE OF RECIPIENT ACCEPTANCE</b></p> <p><i>[Signature]</i> 7/14/98                  Signature of Recipient's Authorized Official</p> <p>Date: _____                  Name (Typewritten): _____                  Title (Typewritten): _____</p>	<p><b>21. AWARDED BY</b></p> <p><i>[Signature]</i>                  Signature</p> <p>Date: _____                  Name: <b>Juan D. Williams</b>                  Title: <b>Contracting Officer</b>  <b>Environment/Project Mgmt Support Team</b></p> <p align="right">JUL 07 1998</p>
--	---

Block 19 (continued):

a. Article X - "Liabilities," under Part I - "Scheduled Articles," is removed and replaced with the following language:

ARTICLE X - LIABILITIES

DOE shall defend, hold harmless and indemnify the Participant and its Tenants from any claims by third persons for damages to persons or property arising from the release or threatened release of any hazardous substance (as that term is defined in 42 U.S.C. §9601(14)) at the Pinellas Plant as a result of DOE activities at the Pinellas Plant which occurred prior to March 17, 1995 subject to the following conditions:

- (1) If any suit or action is filed or any claim is made against the Participant or its Tenants, the Participant or Tenant shall –
  - (a) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received; and
  - (b) Authorize Government representatives to collaborate with counsel for the Participant or its Tenants in settling or defending the claim; and
  - (c) Authorize Government representatives to settle or defend the claim and to represent the Participant or its Tenants in or to take charge of any litigation if required by the Government; and
  - (d) Obtain the written authorization of the Contracting Officer to defend the claim or to pay any reimbursable costs incurred by the Participant or its Tenants under this Article X - Liabilities.
- (2) DOE's duty to defend, hold harmless and indemnify the Participant or its Tenants from any claims by third persons shall not be asserted by the Participant or its Tenants if the claim results solely from any of the Participant's or Tenant's actions or inactions occurring after March 17, 1995. If the Participant's or Tenant's actions or inactions occurring after March 17, 1995 contributed to any claims by third persons, the DOE shall defend the Participant or its Tenants, but shall not pay for those costs (including those costs of litigating and negotiating with claimants as referenced in paragraph (4) below) in an amount proportional to the percentage of fault, negligence or responsibility of the Participant or its Tenants. If there is a dispute regarding whether the Participant's or Tenant's actions or inactions caused or contributed to damages, DOE shall provisionally defend and hold harmless the Participant or its Tenants, provided that, if it is determined in any final judicial or administrative proceeding that the Participant's or its Tenant's actions or inactions caused or contributed to the claim, the Participant or Tenant shall reimburse DOE for the amount of costs paid by DOE in an amount proportional to the percentage of fault, negligence or responsibility allocated to the Participant or Tenant by the judgement, ruling, determination, or settlement.

- (3) DOE's duty to defend, hold harmless and indemnify the Participant's Tenants from any claims by third persons shall immediately attach to any Tenant or Participant (or Participant's successors) upon execution by its Tenants of a Lease for space at the former DOE Pinellas Plant. Once such duty attaches, it shall survive any modification or termination of the Lease or change of Landlord under the Lease. Any Tenant under such a Lease shall be a third-party beneficiary of this Article X - Liabilities.
- (4) DOE's duty to defend, hold harmless and indemnify the Participant or its Tenants from any claims by third persons shall include responsibility for all costs of litigating and negotiating with claimants (including, but not limited to, reasonable attorneys', consultants', accountants', expert witnesses', and stenographers' fees); provided that such costs meet the terms and conditions stated in Part IV, Section B, Clause 8 of this Agreement, entitled "Allowable Costs/Applicable Cost Principles." For purposes of this Article X - Liabilities, the term "subawardee" used in Clause 8 of this Agreement, entitled "Allowable Costs/Applicable Cost Principles," includes the Participant's Tenants.
- (5) The Pinellas Plant Environmental Baseline Report (Document Number MMSC-EM-97013, dated June 1997, hereinafter referred to as the "EBR"), shall be used by the parties as a basis for determining the condition of the Pinellas Plant as of March 17, 1995, and whether the claim for damages directly arises from the release or threatened release of any hazardous substance at the Pinellas Plant as a result of DOE activities at the Pinellas Plant prior to March 17, 1995. The EBR is hereby defined to include all data and reports referenced in its text or in any Exhibit, Appendix, or Attachment to the EBR; any new information (including assessment/remediation reports, and implementation plans) prepared by or for the DOE which augment, supplement, or update the EBR or relate to environmental conditions at the Pinellas Plant prior to March 17, 1995; and any revisions based upon regulatory review comments.
- (6) All costs incurred by the Participant or its Tenants pursuant to this Article X - Liabilities must meet the terms and conditions stated in Part IV, Section B, Clause 8 of this Agreement, entitled "Allowable Costs/Applicable Cost Principles." For purposes of this Article X - Liabilities, the term "subawardee" used in Clause 8 of this Agreement, entitled "Allowable Costs/Applicable Cost Principles," includes the Participant's Tenants.
- (7) DOE's duty to defend, hold harmless and indemnify the Participant and its Tenants is subject to the availability of appropriated funds at the time a claim is submitted to the Contracting Officer. Nothing in this Agreement shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.
- (8) Any dispute between the DOE and the Participant's Tenants regarding this Article X - Liabilities shall be resolved in accordance with Part IV, Section C, Clause 22 of this Agreement, entitled "Disputes and Appeals." For purposes of this Article X - Liabilities, the term "recipient" used in Clause 22 includes the Participant's Tenants.

Except for those damages arising out of the release or threatened release of any hazardous substance as described herein ("Other Damages"), DOE shall not be liable for any damages to persons or to Participant's and its Tenants' property incurred by the Participant and its Tenants in the performance of work under this Agreement. The Participant shall maintain financial coverage for potential liability for such Other Damages as agreed upon by the Participant and Contracting Officer.

It is understood that the Participant is fully self-insured pursuant to Florida Statute 768.28 for its premises, operations, contractual and automobile exposure.

The Government shall not be liable to the Participant or its Tenants, its employees, Community Reuse Organization (CRO) members, or agents for any consequential losses or damages such as loss of anticipated profits, interest, loss by reason of plant or facility shutdown or non-operation or increased expense of operation of any facility or any equipment.

b. All other terms and conditions remain unchanged.