

ECONOMIC DEVELOPMENT FUNDING AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on the 15 day of June 2010, by and between the Pinellas County Industrial Development Authority d/b/a the Pinellas County Economic Development Authority, a political subdivision of the State of Florida ("Authority"), and STAR-TEC ENTERPRISES, INC., a Florida nonprofit corporation ("STAR-TEC") (collectively, the "Parties").

W I T N E S S E T H

WHEREAS, the Authority owns and operates the Young-Rainey STAR CENTER, a 96-acre industrial manufacturing and office complex which serves as catalysts for evolving technology and defense economic development clusters supporting the expansion of the economic base of Pinellas County and the State of Florida; and

WHEREAS, STAR-TEC is a nonprofit corporation that was established to support business development in the form of business incubation and business acceleration services; and

WHEREAS, the Authority recognizes that the presence of STAR-TEC at the Young-Rainey STAR CENTER would facilitate the attraction of the high-wage primary jobs envisioned by the County's "Vision Pinellas," and "Pinellas by Design" plans, while helping to facilitate growth in economic development clusters already targeted by Pinellas County; and

WHEREAS, pursuant to the authority granted in Sections 125.045 and Chapter 159, Parts II and III, Florida Statutes, the Authority agrees to provide STAR-TEC with funding and in-kind support to provide the economic development program services described herein.

NOW, THEREFORE, for and in consideration of the foregoing recitals (all of which are hereby adopted as an integral part of this Agreement), the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. TERM. The term of this Agreement shall commence on July 1, 2010, and shall remain in full force and effect until June 30, 2011 unless it is terminated earlier per Section 13 of this Agreement or renewed as provided below.

This Agreement may be renewed automatically for up to four (4) additional successive one year terms and may be terminated at any time by either party with 90 days written notice.

2. CONDITION PRECEDENT. The continued funding and support from the Authority is conditioned upon the satisfaction of the condition precedent that the Parties enter into a lease for space in the Young-Rainey STAR CENTER to provide the economic development services and program described in Section 3 herein and Exhibit A attached hereto, and the lease remains in full force and effect during the Term, including any renewal terms described herein.

3. STAR-TEC RESPONSIBILITIES AND OBLIGATIONS. During the term hereof, STAR-TEC shall provide the following economic development incubation and acceleration services (the "Program") for the funding and in-kind support set out in Section 4 herein:

RESPONSIBILITIES:

- A. Create and maintain a pipeline for entrepreneurs to enter the Program;
- B. Establish and implement a process to screen and vet potential clients to maximize effective use of resources and maximize client success rate;
- C. Foster early-stage companies to become market ready faster and more effectively, commercialize innovative technologies, recognize and penetrate new markets, refine their model, establish a strong scalable business infrastructure, identify sources of financing and surmount early stage growth issues;
- D. Complement and leverage minimal staffing and resources with volunteers, grants and regional partnerships;
- E. Attain performance goals set out in Exhibit A attached to this Agreement;
- F. Annually report on the STAR-TEC Program to the Authority;
- G. Monitor and report on clients post-graduation;
- H. Facilitate and coordinate the annual Pinellas Technology Business and Innovation Expo;
- I. List STAR CENTER as sponsor on STAR-TEC website and any STAR-TEC hosted events;
- J. Recognize one Authority appointed representative to serve on the STAR-TEC Board of Directors.

Additionally, STAR-TEC further agrees to provide such economic development incubation and acceleration services and Program Performance Goals as further described and outlined in Exhibit A hereto.

OBLIGATIONS:

STAR-TEC agrees to reimburse the Authority for any revenue generated by subletting its leased space to clients in an amount up to, but not more than the annual funding agreement amount herein (\$500,000.00). Beginning September 30, 2010, STAR-TEC agrees to make four (4) aforementioned reimbursement payments to the Authority quarterly. Authority reserves the right to audit STAR-TEC records applicable to or relating to this agreement within ten (10) business days notice.

4. AUTHORITY RESPONSIBILITIES AND FUNDING OBLIGATIONS. During the term hereof, the Authority agrees to provide the following funding and in-kind support for the Program:

RESPONSIBILITIES:

- A. Provide in-kind support in the areas of business networking, marketing, partnering and assisting with grant applications and writing, and advocacy at federal, state, and local levels;
- B. Participate on STAR-TEC committees, as appropriate, to maximize program success;
- C. Appoint one Authority representative to sit on the STAR-TEC Board of Directors.

OBLIGATIONS:

Pay a total sum of Five Hundred Thousand Dollars (\$500,000.00) to STAR-TEC for the services as stated herein and in Exhibit A attached hereto, payable in equal quarterly installments of One Hundred and Twenty Five Thousand Dollars (\$125,000.00), due and payable quarterly commencing on the 1st day of July 2010.

5. COMPLIANCE WITH LAWS. The Parties shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and the orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to public records laws.

6. LIABILITY AND INDEMNIFICATION.

- A. Neither the Authority nor STAR-TEC shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other party. Neither the Authority nor STAR-TEC shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The Authority shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by STAR-TEC of its business, whether caused by STAR-TEC's negligence or willful action or failure to act.
- B. STAR-TEC shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the Authority and Pinellas County, their officials, officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the Authority or County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of the STAR-TEC; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the negligence of the County.

7. **DUE AUTHORITY.** Each party to this Agreement represents and warrants to the other party that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the party is authorized to do so; and (iii) this Agreement constitutes a valid and legally binding obligation of the party, enforceable in accordance with its terms.

8. **ASSIGNMENT.** No party to this Agreement may assign any rights or delegate any duties under this Agreement without the prior written consent of the other party.

9. **NOTICES.**

A. Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested, to the authorized representative of the recipient provided below, or upon the date delivered by overnight courier (signature required) to the authorized representative of the recipient provided below:

TO THE AUTHORITY:

Mike Meidel, Director
13805 58th Street North, Suite 1-200
Clearwater, FL 33760

TO STAR-TEC:

Tonya Elmore, President
7887 Bryan Dairy Road, Suite 220
Largo, FL 33777

B. Either party may change its authorized representative or address for receipt of notices by providing the other party with written notice of such change. The change shall become effective ten (10) days after receipt by the non-changing party of the written notice of change.

10. **WAIVER.** No act of omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effected only through a duly executed written modification to this Agreement.

11. **GOVERNING LAW.** This Agreement shall be construed in accordance with the Laws of the State of Florida.

12. **JURISDICTION AND VENUE.** Venue for any action brought in state court shall be in Pinellas County, Florida. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

13. TERMINATION OF AGREEMENT.

- A. The parties hereto reserve the right to terminate this Agreement at any time, without cause, by giving ninety (90) days advance written notice via U.S. Mail to the other party of its election to terminate pursuant to this provision.
- B. The failure of either party to comply with any material provisions of this Agreement shall be considered a breach thereof, and shall be cause for immediate termination of the Agreement upon written notice to the defaulting party.
- C. The funds to be used for this Agreement are subject to periodic appropriation of funds by the Authority. Further, any and all obligations under this Agreement are contingent upon the availability of funds. If funds are not appropriated by the Authority for any or all of the obligations in this Agreement, the Authority shall not be obligated to pay for any Program Services provided pursuant to this Agreement beyond the portion for which funds are appropriated. The Authority agrees to promptly notify STAR-TEC in writing of such failure of appropriation, and upon such notice, this Agreement shall terminate without penalty to the County.

14. AUDIT OF RECORDS. STAR-TEC shall, upon request, permit the Authority to examine or audit all records and documents related to the Agreement. STAR-TEC shall maintain all such records and documents for at least three (3) years following termination of this Agreement.

15. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the Parties' respective successors and assigns.

16. NO THIRD PARTY BENEFICIARY. Persons not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

17. HEADINGS. The paragraph headings are inserted herein for convenience and reference only and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

18. NO CONSTRUCTION AGAINST PREPARER OF AGREEMENT. This Agreement has been prepared by the Authority and reviewed by the STAR-TEC and its professional advisors. STAR-TEC, and the Authority believe that this Agreement expresses their understanding and that it should not be interpreted in favor of either STAR-TEC or the Authority or against STAR-TEC or the Authority merely because of their efforts in preparing it.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and no change will be valid unless made by supplemental written agreement executed by the Parties.

20. SEVERABILITY. Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

STAR-TEC ENTERPRISES, INC.

WITNESSES:

Jennifer Olsen

Print Name: Jennifer Olsen

By: Amie Amore
President

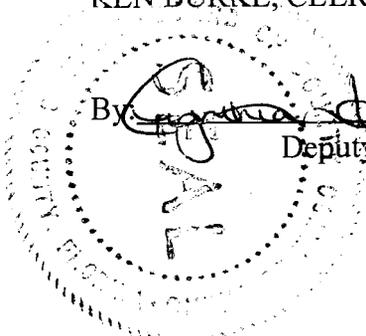
Date: 6-17-10

Mary Rodriguez Sant

Print Name: Mary Rodriguez Sant

PINELLAS COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY d/b/a THE
ECONOMIC DEVELOPMENT AUTHORITY

ATTEST:
KEN BURKE, CLERK OF COURT



By: [Signature]
Deputy Clerk

By: Karen Williams Sant
Chairman

Date: June 15, 2010

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY

By: MZas
Senior Assistant County Attorney

EXHIBIT A

The STAR-TEC program is a regional, national and international known success story that has been in operation for seven years that continues to build momentum and recognition for Pinellas County, Florida. STAR-TEC will continue providing clients with access to funding, mentoring, shared services and dedicated building space with flexible lease terms. Due to its independence, STAR-TEC has a unique model that incorporates a network of services through its partnerships with the local business community, academic institutions and defense labs that lead to successful outcomes with its clients. These services foster early stage companies to become market ready faster and more effectively, commercialize innovative technologies, recognize and penetrate new markets, refine their economic model, establish a strong scalable business infrastructure, identify sources of financing and surmount early stage growth issues.

To complement and leverage minimal staffing and resources, STAR-TEC has created a regional professional network of more than 50 volunteers that is truly the heart of the program and unique to the region. STAR-TEC's advisory board, vetting, marketing, recruitment, education and outreach committees are mostly comprised of volunteers. Additionally, these volunteers serve as advisors, mentors and act as an informal board of directors for the start-up companies. The services provided by this group if highly qualified and internationally experienced experts and entrepreneurs include general business advice, pitfall avoidance, network access, and legal, marketing, accounting, technical and financing guidance.

Under this Agreement, STAR-TEC clients will remain at their STAR Center location without any business interruption.

STAR-TEC Performance Goals

PERFORMANCE GOAL	2010	2011	2012	2013
Number of New Jobs	10	10	12	15
Average Salary	1.5X local average	1.5X local average	1.5X local average	1.5X local average
Economic Impact (Earnings)	\$6.5M	\$7.0M	\$7.5M	\$8.0M
Occupancy Rate	52%	60%	70%	80%
Program Graduates	1	2	3	3

MUTUAL RELEASE AND TERMINATION OF LEASE AGREEMENT

THIS MUTUAL RELEASE AND TERMINATION OF LEASE AGREEMENT made and entered into as of the ___ day of _____, 2010, between PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a Special District created pursuant to Part III, Chapter 159, Florida Statutes, d/b/a PINELLAS COUNTY ECONOMIC DEVELOPMENT AUTHORITY, hereinafter referred to as “LESSOR”, and **CTC TAMPA BAY INC.**, a Not For Profit Florida corporation, hereinafter referred to as “LESSEE”.

WITNESSETH:

WHEREAS, the parties entered into a Lease Agreement dated November 1, 2007, which was amended by the First Amendment to Lease Agreement dated April 1, 2009, the Second Amendment to Lease Agreement dated August 17, 2009, and the Third Amendment to Lease Agreement dated March 1, 2010; and

WHEREAS, Lessor and Lessee have agreed to mutually release each other from any obligations and/or claims arising under the Lease and agree to the early termination of the Lease as provided herein.

NOW, THEREFORE, in consideration of the above premises, and the covenants herein, Lessor and Lessee agree as follows:

1. The Lessor and Lessee agree to the termination of the Lease term as of June 30, 2010.
2. The parties agree to a release or discharge of any obligations of Lessee, including rent payments that have accrued, or will accrue, through the termination date as provided in paragraph 1 herein, and Lessor shall have all rights, actions, claims or damages against Lessee as provided in the Lease and pursuant to Florida law that accrued prior to the termination of the Lease term, which rights, actions, claims or damages shall survive the termination of the Lease term as provided herein.

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into as of the __ day of _____, 2010 (the Effective Date) between PINELLAS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a Special District created pursuant to Part III, Chapter 159, Florida Statutes, d/b/a PINELLAS COUNTY ECONOMIC DEVELOPMENT AUTHORITY, hereinafter referred to as “LESSOR”, and **STAR TEC ENTERPRISES, INC.**, a Not For Profit Florida corporation, 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 at 7887 Bryan Dairy Road, Largo, FL 33777, Pinellas County, Florida as described in Exhibit “A” attached hereto and made a part hereof.

2. TERM AND RENTAL: The term of this Agreement shall commence on July 1, 2010, and shall remain in full force and effect until June 30, 2011. This Agreement may be renewed automatically for up to four (4) additional successive one year terms. The rental payment shall be based on rates outlined in Exhibit “A”. Rental payments are due and payable without notice on or before the first day of each month of the Lease term. With ninety (90) days written notice, either party may terminate this lease without cause. All payments, rental or otherwise, required to be made to the LESSOR hereunder shall bear interest at the rate of eighteen percent (18%) per year from the date due to date of payment. Said interest shall be calculated on a daily basis and shall be due and payable when billed, said payment shall be due as “additional rent” and is to compensate LESSOR administratively for having to receive and handle monies untimely paid. However, in no case shall the late payment charge be less than Thirty (\$30.00) Dollars.

3. RENTAL REDETERMINATION: The base rent shall remain the same for the entire term of this lease.

4. USE: This Lease is made on the express condition that the Premises shall be used in support of the STAR-TEC program. The Premises shall be used for administrative, office space, and light manufacturing only in conformance with all applicable Federal, State, and local laws, statutes, rules, regulations, and ordinances, and for no other purpose or purposes, without the prior written consent of the LESSOR. In addition, LESSEE shall comply with all requirements and limitations imposed on the Leased Premises by the facility environmental permits enumerated in Exhibit "B" attached hereto and made apart hereof, as it may be amended or replaced from time to time, and if applicable, such terms and conditions as set forth in Exhibit "C" attached hereto and made a part hereof. All rights of LESSEE hereunder may be terminated by the LESSOR in the event of any deviations thereof.

5. POSSESSION, COMMON AREAS, & ACCESS TO THE PREMISES:
LESSEE shall be granted possession of the Premises immediately upon the commencement date of this Lease and shall be entitled to full use of said Premises. All terms and conditions set forth herein shall immediately commence upon the signing of this Lease by all parties.

LESSEE acknowledges that at the commencement of this Lease, LESSOR has other Tenants currently or expected to be occupying the site of which the premises are a part. LESSEE will be occupying common ingress and egress and some common parking areas with the Tenants. LESSOR may restrict LESSEE from certain common areas from time to time, which shall not affect access to or occupancy of the Leased Premises.

Parking in the facility's East and West lots is by permit only. LESSEE will comply with all facility parking regulations.

This Lease is subject to all outstanding easements and rights of way over, across, in, and upon the Leased 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 Leased Premises as the LES-

SOR shall determine to be in the public interest or as required to be granted to the Department of Energy (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 right of peaceful occupancy. There is hereby reserved to the holders of such easements and rights of way as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair, or replacement of facilities located thereon, to operations under any Federal Contract, and to any Federal, State, or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over the Leased Premises as shall be necessary for the performance of their duties with regard to such facilities. The LESSOR makes no representation of the capability of any right of way or easement for any purpose.

6. ASSIGNMENT AND SUBLETTING: LESSEE shall be permitted to sublet this Lease or any portion thereof with LESSOR's written consent which shall not unreasonably be withheld; however, LESSEE shall not 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 they now are, ordinary wear and decay as occasioned by use of the Premises for Pinellas County use and damage by the elements excepted.

7. ALTERATIONS: LESSEE shall make no structural change or alteration to the Leased Premises or any part thereof without prior written consent of the LESSOR, and LESSEE shall be responsible for any damages to the demised Premises except ordinary wear and tear as previously described in Section 6. LESSEE shall pay for all charges for labor; services and materials used in connection with any alterations, improvements, or repairs to the Leased 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 improvements made during the lease term shall become property of LESSOR upon termination of this Lease unless said improvements can be removed without damage or injury to the property and the Premises restored to the same condition as existed prior to the alterations.

8. OPERATING AND PASS-THROUGH CHARGES: In addition to its rental payments, LESSEE must reimburse LESSOR for all utility costs. If such charges are not so paid, then LESSEE shall be deemed to be in default of LESSEE's obligation. 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 interruption is solely caused by the LESSOR. The LESSEE will provide and pay for its own trash collection and janitorial service. Dumpsters and waste storage areas are designated for each leased facility. All material not deposited in the dumpsters will be stacked and organized in a manner that is not unsightly or interferes with other operation on site. Waste removal and dumpsters are the LESSEE's responsibility, as well as disposal of hazardous waste as required by law, and must meet local regulatory requirements. LESSEE will pay for its telephone and other communications medium installation and services.

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 Leased Premises. No such termination shall be allowed if the lack of supply is for any less than forty-eight (48) consecutive hours, and no termination shall be allowed if the cut-off of utilities is the fault of the LESSEE, or is deemed to be caused by utility supplier, 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 for four (4) consecutive months, 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 at the level associated with facilities in a long-term reserve state. These services are limited to the minimum maintenance measures necessary to preserve the exterior superstructure of all buildings in their present condition, as noted in Exhibit "F." Additionally, the LESSOR, at its own expense shall maintain, repair and replace as necessary all common means of ingress or egress within the installation. The LESSEE at its own expense shall maintain, and repair the Leased Premises, that the same will at all times be kept in at least as good condition as

when received hereunder, subject, however, to ordinary wear and tear and loss or damage for which LESSEE is not liable hereunder. At all times LESSEE shall maintain insurance coverage as provided in Sections 12, 13, 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 Exhibit "E" attached hereto and made a part hereof. Additionally, every three (3) years commencing in 2010, on the eve of December 24 to the first business day of the New Year, the LESSOR will conduct required shutdown maintenance on the electrical switchgear and all major power distribution panels as well as maintenance on the facility heating and air-conditioning services. As a result, these services will not be available. LESSEE is responsible to make any required power/HVAC provisions to meet their individual operational requirements. LESSEE must coordinate with the LESSOR before any temporary services are tied into facility services.

LESSEE will provide pest control service on as needed basis to interior space. LESSOR provides pest control service exterior to building.

LESSOR will provide applicable life safety code requirements and maintenance including emergency lighting, illuminated exit signs at proper locations, panic hardware, and installation and maintenance of fire extinguisher (common areas), subject to notification by LESSEE if any of these items are out of compliance.

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 defect.

The parties acknowledge that the conditions of the Premises at the commencement of the Lease is set forth in Exhibit "F" attached hereto and made a part hereof.

LESSEE acknowledges that the Leased Premises have 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. DOE has retained the responsibility for bringing its Leased Premises, which include the Leased Premises hereunder, up to federal and state environmental standards. Some of the processes, materials, and substances to be used by LESSEE were also used by DOE on the site of the Leased Premises. By assuming this Lease, LESSEE is assum-

ing the responsibility for remediation, if required, of those same materials and substances within the Leased Premises, during or upon the conclusion of this Lease. In addition, LESSEE shall remain solely responsible for bringing the Leased Premises up to and maintaining them at appropriate legal and environmental standards in all other respects, except as stated hereinafter, based on the "as is" condition of the Leased Premises assumed by LESSEE and based on LESSEE's use of the Premises. LESSEE does not assume responsibility for remediation of any radioactive materials or any materials or substances of a nature or quantity for which DOE would be responsible under 42 U.S.C. §9620(h).

10. TAXES: LESSEE covenants and agrees to pay and discharge before delinquency thereof and before penalties shall accrue thereon, any and all tangible and intangible ad valorem taxes and assessments on Premises, including improvements thereof, due and payable during the term of lease and any renewals or extensions thereof. LESSEE will be provided with a copy of the Tax Collector's bill, following receipt by LESSOR, with a proration of the taxes that are attributed to, and LESSEE is responsible for paying. Payment shall be received by LESSOR within five (5) working days prior to the end of the month as stated on the Tax Collector's bill, at the then due amount, and thereafter will be subjected to the late eighteen (18%) percent per year payment as referred to in Section 2. In addition, LESSEE (if subject to State sales tax) agrees to pay any monthly sales or use tax imposed by virtue of this Lease with said tax payment being due and payable with the monthly rental payment, including sales or use tax on the LESSEE's share of ad valorem tax reimbursement.

11. SIGNS: LESSEE may, with LESSOR's prior approval in writing, install signage at LESSEE's expense, subject to any and all applicable sign ordinances, permitting requirements, and/or regulations. Upon termination of Lease, LESSEE will remove signage at LESSEE's expense and repair any damages to building caused by signage, if any.

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.

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, whether such injuries to person or damage to property is due or claimed to be due to the negligence of the LESSEE, its agents, employees, and subcontractors, the LESSOR and/or PINELLAS COUNTY, FLORIDA, its Authority, and/or Board members, officers and employees, except only such injury or damage as shall have been occasioned by the sole negligence of the LESSOR. In addition, LESSEE agrees to indemnify and hold harmless the LESSOR, the United States of America by and through the Department of Energy (DOE), from and against any loss, expense, claim, and penalty imposed by virtue of LESSEE’s failure to comply with any environmental requirement or law, or to comply with any environmental permit listed in Exhibit “B” (as they may be amended or replaced from time to time) and if applicable, any environmental limitation set forth in Exhibit “C”.

LESSEE also agrees to indemnify and hold harmless LESSOR and DOE 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 technical consultation fees and reasonable attorney’s fees) which may arise from or be incidental to (i) 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 leased property at any time while this Lease is in effect; (ii) failure of LESSEE to comply with applicable environmental laws and (iii) the transportation, deposit, storage, or disposal by LESSEE of hazardous substances or petroleum off-site of the leased property.

14. RISK OF LOSS AS TO PERSONAL PROPERTY: All 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 owned by LESSEE or leased to LESSEE from LESSOR, shall be at the sole risk of LESSEE.

15. ACCESS TO PREMISES: LESSOR shall have the right to enter and inspect the Leased Premises and the operation being conducted thereon at any reasonable time after notice and in the presence of the LESSEE for the purpose of inspecting, conducting tests upon the same, or for making repairs to the Leased Premises or to any property owned or controlled by LESSOR therein. Such repairs shall not unduly interfere with LESSEE's business except as naturally necessitated by the nature of the repairs being affected. In addition, LESSOR and DOE shall have the right to enter and inspect the Leased Premises and the operation being conducted thereon at any reasonable time in response to any reported or suspected spill or release of hazardous materials. If circumstances allow, 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 with the exception of default made in non-payment of the rent by the LESSEE, that if either party shall violate any of the covenants of this lease or in the event that the LESSEE shall file a voluntary petition in bankruptcy, or that proceedings in bankruptcy shall be instituted against him, or that the LESSEE is thereafter adjudicated bankrupt pursuant to such proceedings; or that a Court shall take jurisdiction of the LESSEE and his assets pursuant to proceedings brought under the provisions of any Federal reorganization act; or that a receiver of the LESSEE's assets shall be appointed; or that the LESSEE becomes in default in the performance of any covenant, term, or condition on his part to be performed or fulfilled as provided for in this Lease; or that the LESSEE sells or attempts to sell the land leased hereunder or any fixtures or improvements or buildings thereon; then, the other party shall provide written notice to the defaulting party and the defaulting party shall have ten (10) days from receipt of notice to correct same. If the LESSEE fails to correct any default within said pe-

riod, then LESSEE shall become immediately a tenant-at-sufferance in accordance with Florida law, and LESSOR may re-enter and take possession of said premises, fixtures, and buildings, in which event this Lease shall be terminated, or the LESSOR may, at its option, exercise any and all other rights and remedies it may have under the laws of the State of Florida.

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 the building or other improvements thereon. 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 Leased 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 affected by and at the expense of LESSEE. If LESSOR is obligated to affect the repairs, said repairs shall be made promptly except that if LESSOR, special district under the laws of the State of Florida, is unable to obtain budgeted and appropriated funds to affect the repairs, then LESSOR may terminate this Lease without penalty or expense. If LESSEE is

obligated to affect the repairs, no penalty shall accrue for reasonable delay, which may arise by reason of adjustment of insurance on the part of LESSEE.

If the Leased 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, unless such fire or other casualty was caused by the act or omission of LESSEE, in which case the LESSEE shall promptly restore or rebuild the same at its sole expense and rent shall not abate. However, in the case of LESSOR's obligation to restore or rebuild the Leased Premises, if the Leased Premises are totally damaged or rendered wholly untenable by fire or said 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 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 effective date of such termination 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 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 Leased 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 or to continue in the possession of the remainder of the same under the terms herein provided, except that the rent shall be reduced in proportion to the amount of the Premises taken. If the LESSEE shall fail to terminate this Lease as aforesaid within thirty (30) days after notice of said taking, said failure shall be regarded as a waiver of its right to cancel, whereupon this lease shall continue for the then balance of the term.

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, direc-

tives, codes, ordinances and regulations of any and all governmental authorities or agencies, of all municipal departments, bureaus, boards and officials, and of insurance carriers, due to its use or occupancy of the Leased Premises along with all Pinellas County and/or STAR Center rules, regulations and requirements. All additions, alterations, installations, partitions, or changes shall be in full compliance with the aforementioned authorities. Renovation by LESSOR will comply with applicable State and local Building Codes relative to Tenant's proposed occupancy and use. Such work will take place prior to the commencement of the Lease, to the extent possible, and will be completed in a timely manner after the commencement of the Lease.

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 payable to Pinellas County Board of County Commissioners, and forwarded to the LESSOR at the following address:

Paul S. Sacco, Director
Young - Rainey STAR Center
7887 Bryan Dairy Road, Suite 120
Largo, FL 33777
FAX 727.545.6719
psacco@pinellascounty.org

until LESSEE is notified otherwise in writing; and all notices given to LESSOR hereunder shall be sent to the LESSOR at the foregoing address, by Certified Mail, return receipt requested, until

LESSEE is notified otherwise in writing. All notices given to LESSEE hereunder shall be forwarded to LESSEE at the following address:

STAR-TEC Enterprises, Inc.
7887 Bryan Dairy Rd., Ste. 220
Largo, FL 33777

All Notices to Lessee shall be sent by Certified Mail. Any such notice if given by mail shall be deemed to have been received five (5) working days after the date of mail and if given by email or facsimile transmission to have been received by 1:00 p.m. on the date of transmission, if a working day, or the first working date thereafter, to the foregoing address of the other party.

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

25. ESTOPPEL CERTIFICATE: LESSOR shall, at any time and from time to time upon not less than 20 days prior written request from LESSEE, execute, acknowledge and deliver to LESSEE 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 LESSOR knows of any default on the part of LESSEE and, if so, specifying the nature of such default; and (v) that the improvements have been fully completed by LESSEE in accordance with the plans and specifications approved by LESSOR, and that LESSEE 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. LESSOR agrees to give thirty (30) days notice of such termination to the LESSEE.

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 Leased Premises themselves may be out of compliance with respect to specific environmental issues, due to the activities of LESSOR's predecessor in interest, the Department of Energy (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, and not to LESSOR, for any relief in the event such contamination may affect LESSEE's occupancy of the Leased Premises. LESSEE also acknowledges that it will be solely responsible for testing and maintaining the interior of the Leased Premises with respect to environmental issues associated with the Leased Premises. This obligation shall run to both the DOE and the Pinellas County Industrial Development Authority, 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 DOE and to work being performed by the Lockheed Martin Company under contract to 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. Based on the information disclosed, LESSEE will arrive at an independent evaluation that occupancy of the Leased Premises will not represent a risk to LESSEE's employees or visitors.

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 Premises 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 with 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 substance 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. Notwithstanding this provision, LESSEE shall also comply with the statutorily required thirty (30) day notice under the Federal Clean Air Act to the Florida Department of Environmental Protection and the thirty (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 thirty (30) day notice to LESSOR. LESSOR will notify DOE.

(ii) Any release, discharge or emission of any hazardous substance has occurred at some time in the past on or about the Premises. In the event of any new release, discharge or emission of any hazardous substance, immediate notification shall be given to LESSOR telephonically, by facsimile transmission, or in person, followed by a written notification. "Immediate notification" shall be deemed to be within one (1) hour of the LESSEE's discovery of the event or condition. LESSOR will notify DOE of the occurrence.

(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 Premises 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 shall have the right to terminate this Lease, without penalty.

As used in this Section, "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, "Environmental Law" means federal and State of Florida 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.

Notwithstanding anything herein, LESSEE shall be solely responsible and liable for clean up, remediation and all damages resulting from any contamination caused solely by the LESSEE or its 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 Leased Premises to the LESSOR, peacefully and without notice, and in the same good order and condition as it was delivered, broom clean condition but subject to such ordinary wear and reason-

able use thereof, and subject to such damage or destruction or condition as LESSEE is not required to restore or remedy under other terms and conditions of 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.

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

31. ENTIRE AGREEMENT: The Lease Agreement as hereinabove set forth, including all exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the parties, and no covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein shall be effective to alter the performance or the rights of the parties as hereinbefore stated.

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IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the

Effective Date.

WITNESSES:

STAR TEC ENTERPRISES, INC.

LESSEE

By: _____

President

Print Name: _____

Date: _____

Print Name: _____

PINELLAS COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY
d/b/a/ PINELLAS COUNTY ECONOMIC
DEVELOPMENT AUTHORITY, by and through the
COUNTY ADMINISTRATOR

WITNESSES:

LESSOR

By: _____

Robert S. LaSala

Print Name: _____

Date: _____

Print Name: _____

APPROVED AS TO FORM, OFFICE OF
THE COUNTY ATTORNEY

By: _____
Senior Assistant County Attorney

Exhibit A
STAR Tec Enterprises, Inc.
Lease Agreement
 Effective Date: July 1, 2010

Young - Rainey STAR Center

A357 West - 5,697 SQFT
 Main Building - 6,992 SQFT
 Area 147 - 9,114 SQFT

Total Square Footage - 26,992

Rates & Payments:

	\$	SQFT	Per Year
Rental Facility Space (Up to 50,000 square feet)	\$1.00/yr		
Plant Maintenance	-		
Utilities (1)	-		
Total	<u><u>\$1.00</u></u>	50,000	\$1.00

NOTES:

1. Utilities will be billed monthly by STAR Center.

EXHIBIT "B"

FACILITY ENVIRONMENTAL PERMITS

<u>PERMIT TITLE</u>	<u>PERMIT NUMBER</u>
Industrial Wastewater Discharge Permit (Pinellas County Sewer System)	IE-3002-Series
NPDES Stormwater Permit (MSGP)	FLRO5G46B
Environmental Resource Permit	52-01550203-Series
Food Service Grease Trap	FSF-0188-Series

EXHIBIT "B"

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 operations including the permits listed in Exhibit "B" of this Lease, and any amended or replacement permits obtained by LESSOR which apply to LESSEE's operations. Any permits, permit application fees, regulatory monitoring requirements or any other requirements necessary to comply with any permitting requirements to support the operation of the LESSEE is the sole responsibility of LESSEE. The LESSEE shall submit to the LESSOR the necessary documents to comply with the applicable regulatory requirements. Annually, the LESSEE will certify to LESSOR that all leased operations meet all applicable permit requirements.
- B. Tracking Hazardous Materials - LESSEE agrees to limit the types and quantities of hazardous materials used at the Leased Premises, and is required to log and account for all hazardous materials. In the event contamination is identified on the Leased 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 (MSDS) requirements.
- C. Reporting of Hazardous Material Shipments
- LESSEE agrees to provide legible copies of all manifests for hazardous material shipped out of the facility during each calendar year. Copies of all manifests are due in the LESSORS' office by the 10th of January of each year for shipping activity during the previous year.

EXHIBIT "C"

EXHIBIT “D”

INTENTIONALLY OMITTED

EXHIBIT “D”

EXHIBIT "E"

BASIC MAINTENANCE DESCRIPTION FOR MAIN BUILDING, BUILDING 200 AND BUILDING 600

Structural "Preventative Maintenance" will be provided as part of the agreement or facility equipment and safety systems by LESSOR. 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. Janitorial service internal to the structure will not be provided by LESSOR (unless separately negotiated).

All maintenance external to the building or to the building structure including grounds 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. Repairs and basic upkeep will be provided for electrical panels and switchgear within the area; however, electrical repairs, connections, modifications or alterations associated with equipment specifically serving the LESSEE will not be included. Electrical repairs to facility-related equipment will be performed as needed within a reasonable time period. Area lighting will be maintained in good operational condition. Re-lamping 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 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 will be provided in order to maintain the equipment in good functional condition by LESSOR. Industrial drain systems will be provided. No service, pick up, or handling of any material classified as hazardous waste will be provided. 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.

LESSEE is responsible for all routine, non-structural repairs and maintenance.

EXHIBIT "E"

EXHIBIT "F"

FACILITY CONDITION REPORT

MAIN BUILDING, BUILDING 200 AND BUILDING 600

LESSEE has examined, knows, and accepts the condition and state of repair of the Leased Premises and the Installation of which it forms a part, and acknowledges that except as set forth herein, LESSOR has made no representation concerning such condition and state of repair, nor any agreement or promise to alter, improve, adapt, repair, or keep in repair the same, or any item thereof, which has not been fully set forth in this Lease which contains all agreements made and entered into between LESSEE and the LESSOR.

The LESSOR has provided LESSEE with all current information concerning environmental conditions on the Leased Premises. Such information is and has been readily available in the LESSOR's office. The LESSOR makes no representation concerning the environmental condition of the Leased Premises outside the information made available to LESSEE.

EXHIBIT "F"

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 coverage's and limits. Said insurance shall be evidenced by delivery to the LESSOR at the **Young – Rainey STAR Center, 7887 Bryan Dairy Road, Suite 120, Largo, FL 33777** of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the LESSOR, and listing all carriers issuing said policies; and (2) a certified copy of each policy, including all endorsements, (upon request by LESSOR). The **Certificate Holder** should be **"Pinellas County Economic Development Authority and Pinellas County, Florida"**. 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. Commercial General/Business 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 \$500,000, 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 and/or the United States Department of Energy shall be of not less than the Personal Property Book Value of that property, over and above the personal property coverage cited in this Section above. Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.

c. Commercial General/Business Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 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.

d. Business Interruption Insurance with a minimum of four (4) months of coverage for utilities, maintenance, and other services provided to the building.

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 coverage's or limits, a notice thereof shall be provided by certified mail to: Pinellas County Risk Management, 400 South Fort Harrison Avenue, Clearwater, FL 33756, with a copy to the Director of the Young - Rainey STAR Center at 7887 Bryan Dairy Road, Suite 120, Largo, FL 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 AUTHORITY and/or COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of the LESSEE.

c. The AUTHORITY/COUNTY shall be endorsed to the required policy or policies as an additional named insured. The AUTHORITY and the term "AUTHORITY", "COUNTY", and/or "PINELLAS COUNTY" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Offices of the County and all individual members, officers, and employees thereof in their official capacities, and/or while acting on behalf of the AUTHORITY and/or PINELLAS COUNTY.

d. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the AUTHORITY/COUNTY, to any such future coverage, or to the AUTHORITY/COUNTY's Self-Insured Retentions of whatever nature.

3. The LESSEE hereby waives subrogation rights for loss or damage against the LESSOR.

EXHIBIT "G"

Revised 01/02/07

EXHIBIT “H” & EXHIBIT “I”

INTENTIONALLY OMITTED

EXHIBIT “H” & EXHIBIT “I”

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 judgment, 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.

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