

**ONE CLEARWATER TOWER - BANK OF AMERICA BUILDING**  
**STANDARD LEASE AGREEMENT**

THIS LEASE AGREEMENT, made and entered into as of this 10<sup>th</sup> day of August, 2018 by and between 600 Cleveland, LLC a Florida limited liability Company, whose address is 331 Cleveland Street, Apt. 2502, Clearwater, Florida 33755-4038, (hereinafter referred to as the "Landlord") and the CITY OF CLEARWATER, FLORIDA, a Florida Municipal Corporation, P.O. Box 4748, Clearwater, Florida 33758-4748 (hereinafter referred to as the "Tenant").

**1. PREMISES**

A. For the rents and upon the terms and conditions hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby rents from Landlord, approximately **13,024** square feet of rentable area, as defined herein, described and shown on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Premises" or "Demised Premises"), known as Suite 600 in the **One Clearwater Tower - Bank of America Building** (hereinafter referred to as the "Building"), located at 600 Cleveland Street, Clearwater, Pinellas County, Florida 33755. For the purposes of this Lease, rentable area shall be the area actually occupied and used exclusively by the Tenant. Tenant shall also have access to all Common Areas (as hereinafter defined) of the Building. Tenant shall also have use of furnishings included in Exhibit "H". Common Areas shall consist of all areas and facilities within the Building that are not designated by the Landlord for the exclusive use of Tenant, any other lessee or other occupant of the Building, including but not limited to; entrances, exits, sidewalks, loading areas, landscaped areas, open areas, service drives, walkways, atriums, courtyards, ramps, hallways, stairs, washrooms that are open to the public generally, lobbies, elevators, common trash areas, vending and mail areas, common pipes, conduits, wires and appurtenant equipment, maintenance and utility rooms and closets, exterior lighting, and exterior utility lines.

B. Other than certain standards and improvements expressly contemplated in Tenant Finish and Allowance (Exhibit "B", attached hereto and incorporated herein), Building Standard Materials – Landlord's Base Building Work (Exhibit "F", attached hereto and incorporated herein), and Included Furnishings (Exhibit "H", attached hereto and incorporated herein), Tenant has examined the Demised Premises and the same are known to Tenant to be in good condition and repair, and other than as expressly provided for in Exhibits "B" and "F", Tenant hereby accepts it in its present condition.

**2. TERM**

A. The term of the Lease shall be for a period of five (5) years ("Initial Term"), commencing on the first day of November 2018 ("Commencement Date") and expiring at midnight on the 31<sup>st</sup> day of October 2023 ("Termination Date") unless the Term shall be sooner terminated as provided for herein.

Notwithstanding the above, if the Premises require improvements prior to occupancy thereof, and the completion of said improvements is delayed beyond the aforesaid Commencement Date of this Lease through no fault of Tenant, as outlined in Exhibits "B" and "F", as applicable, then the commencement and expiration dates of this Lease,

respectively, shall be deemed to have been extended and begin on the date the Premises are, in fact, ready for occupancy by Tenant, and shall terminate the aforesaid number of months thereafter. Should the Premises not be available for occupancy by Tenant by January 1, 2019, Tenant may terminate this Lease, effective immediately, upon written notice to Landlord. The January 1, 2019 deadline shall be extended by the number of calendar days it takes to process any building permit necessary for the Tenant Improvements (as defined herein) from proper submission to the appropriate regulatory authority until approval or denial by such authority. Submission of building permit application shall be in accordance with the Tenant Improvement plans/drawings, provided for in Exhibit "B" as the requirements for Tenant Finish: Allowance. Should the Commencement Date not occur on the first of the month, during the partial month preceding the first full month of the lease Term, all provisions of the lease shall be in full force and effect and the rent for such partial month shall be prorated based on the applicable number of days in the partial month in question to the total days in the month, multiplied times the monthly rate of rent payable during the first full month of the lease.

**B. Tenant's Option to Renew Lease.** Landlord hereby covenants with the Tenant, that if Tenant is not in default under the terms of this Lease beyond all applicable notice and cure periods, has paid all sums required pursuant to the lease and performs all material provisions on the part of the Tenant to be paid, rendered, observed and performed as of the date of Tenant's Notice to exercise its election to renew, the Landlord agrees to grant Tenant ONE (1) Option to Renew this Lease for a period of FIVE (5) YEARS ("Renewal Term") by providing Landlord two hundred seventy days (270) days written notice prior to the expiration of this Lease Term. Notwithstanding the above, if Tenant elects not to exercise its option to renew, failure to so notify Landlord shall be deemed a non-renewal of this lease, and the option shall become null and void. For purposes of this Lease, "Term" means the Initial Term and all renewal terms exercised.

### 3. TENANT USE AND MAINTENANCE

Tenant covenants that the Premises will be continuously used and occupied during the full term of this Lease for the purpose(s) of general office use and will not use and occupy the Premises for any other purpose without the prior written consent of Landlord, not to be unreasonably withheld, conditioned, or delayed.

Tenant shall keep the interior, non-structural portions of the Premises, the non-structural elements of all doors and entrances, and included furnishings in good clean order, condition and repair, and shall deliver same to landlord at the termination of this Lease in good order and condition, ordinary wear and tear excepted.

### 4. RENT

BASE RENT: In consideration for this Lease and subject to the adjustments hereinafter specified in this lease, as rent for the Premises, the Tenant hereby agrees to pay to the Landlord, without prior notice or demand, the sums as more specifically set forth in ADDENDUM I, for the lease of approximately 13,024 square feet of rentable area, as defined herein, described and shown on Exhibit "A" as the Premises commencing on the 1st day of November 2018, due and payable on the 1<sup>st</sup> day of each and every successive calendar month thereafter during the Term of the Lease. Rent due in accordance with Addendum I shall be deemed to be all inclusive, meaning said amounts include additional payments which may otherwise be categorized as Common Area Maintenance charges and Additional Rents other than interest accrued on late payments or penalties as provided for herein. All rental installments to be paid by Tenant as herein provided shall be paid to Landlord at its place of business as specified in Paragraph 42 herein until notice to the contrary is given by Landlord. If the beginning date of this Lease commences on any day of the month other than on the first (1st) day, the monthly Base Rent for the unexpired portion of said month shall be prorated and paid on a per diem basis, and the Landlord shall credit the difference, if any, toward the payment of the rent for the next calendar month.

If Tenant shall fail to pay the Rent when due, or any other payments which may become due as provided for herein, such payments shall be due and payable in accordance with the Florida Local Government Prompt Payment Act, Florida Statute Chapter 218, ss. 218.70 - 218.80 (2017) Interest rates as provided for therein shall constitute the "Default Rate".

## 5. BUILDING SERVICES

Landlord shall provide and pay for all charges associated with such provision in the Building:

- (A) Restroom and drinking facilities on each floor of the Building;
- (B) Water, sewer, electricity, gas, and other utilities supplied to the Premises. Heating and air-conditioning shall be provided in season, Monday through Friday during the hours of 7:00 a.m. to 6:00 p.m. (exclusive of legal holidays), and at such temperatures and in such amounts as are commercially reasonable and customary for other Class A office buildings in downtown Clearwater, Florida; above standard or after hours services shall be furnished at \$35.00 per hour, only if so requested by Tenant and approved by Landlord, and Tenant shall bear the entire cost of such above standard service. Said rate shall be adjusted annually by Landlord, based upon the Progress Energy power rate to the building;
- (C) Elevator service;
- (D) Janitorial service after standard business hours five (5) days a week (except legal holidays). Landlord shall use reasonable efforts when selecting vendors to provide janitorial services in an effort to secure vendors with honest and efficient employees. Tenant agrees to report promptly to

Landlord any neglect of duty or any incivility on the part of such vendors which in any way interferes with the full enjoyment of the Premises by the Tenant.;

(E) Electrical current for ordinary purposes connected with the aforesaid use of the Premises.

(F) Electrical lighting service for the Premises, as well as all public areas and special service areas of Building in the manner and to the extent commercially reasonable and customary for other Class A office buildings in downtown Clearwater, Florida.

(G) At Landlord's expense, Landlord shall maintain, repair and replace as necessary, all portions of the Premises that are not tenant's responsibility under paragraph 3, including but not limited to, the roof, foundations, floor slabs, columns, exterior walls, imbedded utility lines, gutters, downspouts and subfloors, HVAC, parking lot, driveways, sidewalks, landscaping, and all other exterior and structural elements, so as to keep the same in good order and repair throughout the Term of the Lease, ordinary wear and tear excepted.

(H) Landlord shall, at its own expense, keep the Demised Premises free from infestation by termites, rodents, and other pests and shall repair all damage caused to the Demised Premises by the same during the Term.

In the event any utility is disrupted through no fault of Tenant, to such an extent that Tenant cannot, in its reasonable discretion, operate for a period of more than forty-eight (48) hours, the Rent payable under this Lease shall abate during the remaining disruption. However, Tenant agrees that failure by Landlord to any extent to furnish, or any stoppage of, these defined services, resulting from causes beyond the control of Landlord or from any other cause (including without limitation, the unavailability of fuel or energy or any applicable laws, rules or regulations relating thereto), shall not: render Landlord liable in any respect for damages to either person or property; be construed as an eviction of Tenant; cause an abatement of rent; or relieve Tenant from fulfillment of any covenant or agreement hereof. Should any Building equipment or machinery breakdown or, for any cause, cease to function properly, Landlord shall use reasonable diligence to repair the same promptly, but Tenant shall have no claim for rebate of rent or damages on account of interruptions in service occasioned thereby or resulting therefrom other than as provided for above; and Landlord shall incur no liability whatsoever for any loss, damage or interruption of services caused by a strike or labor stoppage (whether such shall involve employees of Landlord or others), interruptions of transportation, unavailability of materials, parts, machinery or supplies, acts of God, or other causes beyond Landlord's control.

#### 6. PEACEFUL ENJOYMENT

Tenant shall, and may peacefully, have, hold and enjoy the Premises subject to the other terms hereof, and provided Tenant pays the rentals herein recited and Tenant also hereby covenants and agrees to comply with all the rules and regulations of the Board of Fire Underwriters, Officers or Boards of the City, County and State having jurisdiction over the Premises, and with all ordinances and regulations of governmental authorities wherein the Premises are located, at Tenant's sole cost and expense, but only insofar as any of such rules, ordinances and regulations pertain to the manner in which the Tenant shall use the Premises; the obligation to comply in every other case and also all cases where such rules, regulations and ordinances require repairs, alterations, changes or additions to the Building (including the Premises, but not caused by Tenant's use thereof) or Building equipment, or any

part of either, being hereby expressly assumed by Landlord, and Landlord covenants and agrees to comply with all such rules, regulations and ordinances with which Tenant has not herein expressly agreed to comply.

#### 7. PAYMENTS; SURVIVAL

Notwithstanding any other provision or term hereunder, all payments due hereunder shall be made in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes, Chapter 218, ss. 218.70 - 218.80 (2017). Tenant will pay all rents and sums provided to be paid Landlord hereunder at the time and in the manner herein provided. Time is of the essence as regards to all rents and other sums provided herein to be paid to Landlord by Tenant. Any and all monetary obligations of Tenant under the terms hereof shall be deemed to be rent, and to the extent accrued shall survive expiration or termination of the term hereof.

#### 8. REPAIRS AND REENTRY

Tenant will, at Tenant's own cost and expense, repair or replace any damage or injury done to the Building, the Premises, or any part thereof, caused by Tenant or Tenant's agents, employees, invitees, or visitors. If Tenant fails to make such repairs or replacements promptly, not to exceed thirty (30) days from the date of occurrence, Landlord may, at its option, make such repairs or replacements, and Tenant shall repay the cost thereof to Landlord on demand. Tenant will not commit or allow any waste or damage to be committed on any portion of the Premises or the Building and shall at the termination of the Lease, by lapse of time or otherwise, deliver the Premises to Landlord broom clean and in as good condition as existed at the date of possession of Tenant, ordinary wear and tear excepted, and upon such termination of this Lease, Landlord shall have the right to reenter and resume possession of the Premises.

#### 9. ALTERATIONS AND IMPROVEMENTS

Other than Tenant Finish as described in Exhibit "B", and Landlord's Base Building Work as described in Exhibit "F", Tenant shall not otherwise make or allow to be made any alterations or physical additions in or to the Premises without first obtaining the written consent of Landlord. Any alterations, physical additions or improvements to the Premises made by Tenant shall at once become the property of the Landlord and shall be surrendered to Landlord upon the termination of this Lease. Landlord, at its option, may require Tenant to remove any physical additions that were not approved by Landlord and repair any alterations in order to restore the Premises to the condition existing prior to the time Tenant took possession, all costs of removal and alterations to be borne by Tenant. This clause shall not apply to movable equipment or furniture owned by Tenant which may be removed by Tenant at the end of the term of this Lease if Tenant is not then in default and if such equipment and furniture is not then subject to any other rights, liens and interests of Landlord; however, Tenant shall be responsible for any damage caused to the Premises resulting from the removal of any physical additions.

#### 10. ASSIGNMENT OR SUBLEASE

Landlord shall have the right to transfer and assign, in whole or part, its rights and obligations in the Building and property that are the subject of this Lease. Tenant shall not assign this Lease or sublet all or any part of the Premises without the prior written consent of the Landlord, which shall not be unreasonably withheld, conditioned, or delayed. Landlord shall have the option, upon receipt from

Tenant of written request for Landlord's consent to subletting or assignment, to cancel this Lease as of the date the requested subletting or assignment is to be effective, and the Tenant shall have no further obligation under this Lease. The option shall be exercised, if at all, within fifteen (15) days following Landlord's receipt of written notice of Tenant's intent to assign, by delivery to Tenant of written notice of Landlord's intention to allow exercise of the option. In the event of any assignment or subletting, Tenant shall nevertheless at all times, remain fully responsible and liable for the payment of the rent and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Upon the occurrence of an "Event Of Default" (as defined below), if all or any part of the Premises are then assigned or sublet, Landlord, in addition to any other remedies provided by this Lease or provided by law, may, at its option, collect directly from the assignee or subtenant all rents becoming due to Tenant by reason of the assignment or sublease, and Landlord shall have a security interest in all properties on the Premises to secure payment of such sums, which shall be applied and offset against any and all amounts due and owing by Tenant. Any collection directly by Landlord from the assignee or subtenant shall not be construed to constitute a novation or a release of Tenant from the further performance of its obligations under this Lease. In the event that Tenant shall sublease the Premises for a rental in excess of the Base Rent due hereunder from Tenant to Landlord, then, notwithstanding any other provision contained in this Lease to the contrary, the Base Rent provided for in Paragraph 4 of this Lease shall automatically be increased during the term of such sublease to a sum equal to the amount of rent payable under such sublease. In the event that Tenant shall receive any valuable consideration for an assignment or sublet of the Tenant's interest in this Lease, then, notwithstanding any other provision contained in this Lease to the contrary, Tenant shall pay to Landlord as additional rent hereunder the amount of consideration thereby received.

#### 11. LEGAL USE AND VIOLATIONS OF INSURANCE COVERAGE

Tenant will not occupy or use, or permit any portion of the Premises to be occupied or used, or do or permit to be done anything in or about the Building, for any business or purpose which is unlawful or immoral, in part or in whole, or deemed to be hazardous in any manner, or which will be disreputable or harmful to the character or reputation of the Building or which will be bothersome to other tenants of the Building or visitors to the Building, or which will be a nuisance. Tenant will not do anything or permit anything to be done in or about the Premises or Building which will in any way increase the rate of insurance on the Building and/or its contents; and in the event that, by reason of acts or omission of Tenant there shall be an increase in rate of any insurance on the Building or its contents, then Tenant hereby agrees to pay such increase in full and to remedy such condition upon five (5) days written demand by Landlord.

#### 12. INDEMNITY LIABILITY

Except as hereinafter provided in this paragraph 12, and more specifically, subject to the sovereign immunity protections afforded Tenant by law including but not limited to the limitations of Florida Statute 768.28, and subject to the waivers in Paragraph 27, Tenant hereby agrees to indemnify and hold harmless Landlord of and from any and all fines, suits, claims, demands and actions of any kind (including expenses and attorney's fees) by reason of any breach, violation, or nonperformance of any condition hereof, including failure to abide by the Rules of the Building or any act or omission on the part of the Tenant, its agents, invitees, or employees. Tenant is familiar with the Premises and, subject to Landlord performing its construction and maintenance obligations as set forth in this Lease, acknowledges that they are received by Tenant in good state of repair and accepted by Tenant in the condition in which they are now or shall be when ready for occupancy and that Landlord has not made

any representations as to the Premises except as set forth herein. Landlord and Tenant agree that nothing contained herein, including the foregoing, shall be construed or interpreted as (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of Tenant or its agents and agencies to be sued; or (iii) a waiver of either Tenant's sovereign immunity beyond the limited waiver provided in section 768.28, Florida Statutes (2017).

### 13. RULES OF BUILDING

Tenant and Tenant's agents, employees, invitees and visitors shall comply fully with all requirements of the Rules of the Building, which may be made by Landlord as provided below. A copy of such rules shall be furnished to Tenant and such rules may be changed or amended by Landlord from time to time without either prior notification to Tenant or Tenant's consent, however, such Rules shall not unreasonably interfere with Tenant's peaceful enjoyment or intended use of the Demised Premises. The present version of said rules are printed on a separate schedule, which is attached to this Lease as Exhibit "C" attached hereto and incorporated herein. Rules of the Building may only be *substantially* changed upon an Event of Default and only to the extent necessary to avoid a recurrence of such default for the remainder of the Lease Term.

### 14. ENTRY FOR REPAIRS AND INSPECTION

Tenant will permit Landlord or its officers, agents or representatives the right to enter into and upon any and all parts of the Premises, upon reasonable advance notice to Tenant, and at all reasonable hours to inspect same or clean or make repairs or alterations or additions as Landlord may deem necessary or desirable, and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof; provided, however, that nothing herein requires Landlord make any such repairs or alterations. Landlord shall be entitled to enter upon the Premises at any time to make emergency repairs. Tenant hereby waives any claims for damages for any injury of or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults and safes, if any, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency in order to obtain entry to the Premises, and any entry to the Property obtained by Landlord by any of said means shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Property, or an eviction of Tenant from the Premises or any portion thereof. Landlord's entry shall not unreasonably interfere with Tenant's occupancy or use of the Premises. Landlord's right of entry under this provision does not entitle Landlord to access any of Tenant's files or records, including all electronic files or records.

### 15. USE OF BUILDING NAME

Tenant shall not, except to designate Tenant's business address (and then only in a conventional manner and without emphasis or display) use the name of the Building or any simulation or abbreviation of such name for any purpose whatsoever. Landlord reserves the right to change the name of the Building at any time. Tenant will discontinue using such name and any simulation or abbreviation thereof for the purpose of designating Tenant's business address within thirty (30) days after Landlord shall notify Tenant that the Building is no longer known by such name.

### 16. GRAPHICS



Landlord shall provide and install, at Tenant's cost, all initial signs, letters and numerals on entry doors to the Premises. All such signs, letters and numerals shall be in the standard graphics for the Building and reasonably acceptable to Landlord as more particularly described in Exhibit "D", Sign Criteria, attached hereto and incorporated herein, and no others shall be used or permitted on the Premises without Landlord's prior written consent, which may be withheld in Landlord's sole discretion. Pylon signage shall be at Tenant's expense and only with the prior written consent of the Landlord. All pylon signage shall be removed by Tenant at lease expiration.

#### 17. SUITE ACCESS

Landlord will provide tenants with 24 hour, 7 days a week access to the premises. Landlord agrees to provide tenant with initial supply of suite keys at no charge. Initial supply shall consist of 2 keys per door lock, however, Tenant shall be permitted to make copies of said keys as necessary to supply to its employees to assure access to the Premises. Any additional keys above the initial supply shall be at the tenant's expense.

#### 18. DEFACING PREMISES AND OVERLOADING

Tenant shall not place anything or allow anything to be placed on or near any door, partition, wall or window which may be unsightly from outside the Premises, and Tenant shall not place or permit to be placed any article of any kind on any window ledge or on the exterior walls or windows, blinds, shades, awnings or other forms of inside or outside window coverings. No inside or outside window coverings or window ventilators, or similar devices, shall be placed in or about the outside windows in the Premises except to the extent, if any, that the character, shape, color, material and make thereof is first approved by the Landlord, and Tenant shall not do any painting or decorating in the Premises or make, paint, cut or drill into, or in any way deface any part of the Premises or Building without the prior written consent of the Landlord, which may be withheld in Landlord's sole discretion. Tenant shall not overload any floor or part thereof in the Premises, or any facility in the Building or any public corridors or elevators therein, and shall not bring in or remove any large or heavy articles, without Landlord's prior written consent, which may be withheld in Landlord's sole discretion. Landlord may direct and control the locations of safes and all other heavy articles. Furniture and other large or heavy articles, may be brought into the Building, removed therefrom or moved from place to place within the Building only at times and in the manner designated in advance by Landlord. Tenant agrees not to place any load on any portion of the Premises or other portions of the Building or its equipment that would exceed the allowable load limits for the Building, as specified by Landlord.

#### 19. LIABILITY INSURANCE

Tenant shall, at its sole cost and expense, obtain and maintain in full force and effect for the mutual benefit of Landlord and Tenant, commercial general liability insurance in the minimum amount of \$2,000,000.00, per occurrence, against claims for bodily injury, death or property damage arising out of the use and occupancy of the Premises. A certificate of such insurance or letter of self-insurance shall be furnished to Landlord at the commencement of the Lease term. Tenant shall endeavor to provide at each renewal a certificate of such policy or letter of self-insurance to Landlord at least thirty (30) days prior to the expiration of the policy it renews. Each such policy of insurance shall contain an agreement by the insurer that such policy shall not be canceled without thirty (30) days prior written notice to Landlord. Such insurance may be in the form of general coverage, floater policy, self-insurance or so-called blanket policy issued by insurers of recognized responsibility.



Landlord shall, at its sole cost and expense, obtain and maintain in full force and effect for the mutual benefit of Landlord and Tenant, commercial general liability insurance in the minimum amount of \$2,000,000.00, per occurrence, against claims for bodily injury, death or property damage arising out of the use and occupancy of the Premises. A certificate of such insurance shall be furnished to Tenant at the commencement of the Lease term. Landlord shall endeavor to provide at each renewal a certificate of such policy to Tenant at least thirty (30) days prior to the expiration of the policy it renews. Each such policy of insurance shall contain an agreement by the insurer that such policy shall not be canceled without thirty (30) days prior written notice to Tenant. Such insurance may be in the form of general coverage, floater policy, self-insurance or so-called blanket policy issued by insurers of recognized responsibility.

## 20. CASUALTY INSURANCE

Landlord shall at all times during the term of this Lease, maintain a policy or policies of insurance with the premiums paid in advance, issued by and binding upon some solvent insurance company, insuring the Building against loss or damage by fire, explosion or other hazards and contingencies for the full insurable value; provided, that Landlord shall not be obligated in any way or manner to insure any personal property (including, but not limited to, any furniture, machinery, goods or supplies) of Tenant or which Tenant may have upon or within the Premises or any fixtures installed by or paid for by Tenant upon or within the Premises. Landlord shall endeavor to provide at each renewal a certificate of such policy to Tenant at least thirty (30) days prior to the expiration of the policy it renews. Each such policy of insurance shall contain an agreement by the insurer that such policy shall not be canceled without thirty (30) days prior written notice to Tenant. Tenant shall, at all times during the term of this Lease, at Tenant's expense, self-insure or maintain a policy or policies of insurance with the premiums paid in advance, insuring Tenant's furniture, machinery, goods or supplies, furnishings, removable floor coverings, trade equipment, signs and all other decorations placed by Tenant in or upon the Premises, for the full insurable value thereof. Any additional improvements which Tenant may construct, or which Landlord may construct for Tenant on the Premises, which shall become a non-removable part of the Premises or other fixture which legally becomes a part of the Premises, not permitted to be removed by the tenant, shall be insured by the Landlord.

## 21. WORKER'S COMPENSATION INSURANCE

Tenant and Landlord shall each maintain and keep in force all employees' workers' compensation insurance as required under the laws of the State of Florida.

## 22. CONDEMNATION

If the Premises, or any part thereof, or any interest therein, be taken by virtue of (or sold under threat of) eminent domain or for any public or quasi-public use or purpose, this Lease and the estate hereby granted, at the option of the Landlord, shall terminate as of the date of such taking. If any part of the Building other than the Premises be so taken, the Landlord shall have the right to terminate this Lease at the date of such taking or within six (6) months thereafter by giving the Tenant thirty (30) days prior written notice of the date of such termination. Any interest which Tenant may have or claim to have in any award resulting from the condemnation proceeding shall be limited to removal expenses for Tenant's furniture, movable fixtures, and other personal property, which shall not diminish Landlord's award. Tenant specifically waives any other award resulting from the condemnation proceeding. If by

any lawful authority through condemnation or under power of eminent domain. (a) the whole of the Premises shall be taken; (b) less than the entire Premises shall be taken, but the remainder of the Premises are not, in reasonable judgment, fit for the Tenant to carry on its business therein; (c) there is substantial impairment of ingress or egress from or to the premises; or (d) all or any portion of the Common Areas, if any, shall be taken resulting in a material interference with the operations of Tenant's business, then in any such event, Tenant may terminate the lease, effective as of the date of such taking, and the Rent and other sums paid or payable hereunder shall be prorated as of the date of such termination.

### 23. LOSS OR DAMAGE

If the Premises, the Building or any systems or common areas serving the Premises are damaged by fire or other casualty, the Landlord shall within forty-five (45) days of such casualty notify the Tenant ("Landlord's Notice") whether Landlord elects to restore the damages, and if so, whether in the reasonable determination of the Landlord the damage can be repaired within one hundred twenty (120) days of such notice ("Restoration Period"). If Landlord elects not to repair the damage, then this Lease will terminate effective as of the date of the casualty and the rent shall be prorated as of that date. If Landlord elects to repair the damage and (i) the damage substantially interferes with Tenant's ability, in its reasonable judgment, to conduct its business therefrom, or (ii) if the repairs and restoration cannot be completed within the restoration period as determined by Landlord, then Tenant may, at its option, within thirty (30) days of the receipt of Landlord's Notice, terminate this Lease effective as of the date of the casualty and the rent shall be prorated as of that date. If Landlord has elected to make repairs and if Tenant has not exercised its right to terminate as set forth above, the landlord shall within thirty (30) days from the date of the Landlord's Notice, commence repairs and restoration and proceed with all due diligence to restore the damaged areas to substantially the same condition in which they were in immediately prior to the occurrence of casualty. For such time period as tenant cannot, in its reasonable judgment, conduct its business from the Premises as a result of the condition of the Premises, the common Areas or the Building, or caused by the interruption thereof because of reconstruction activities, the Rent shall abate. To the extent and during the time that only a portion of the Premises is tenantable and to the extent that Tenant is able in its reasonable judgment to conduct its business therefrom, the Tenant shall receive a fair diminution of Rent. In the event the Landlord fails to deliver to the Tenant a Landlord's Notice within the required forty-five (45) day period, the Tenant shall have the right to terminate this lease as of the date of the casualty. Landlord shall have no obligation to restore fixtures, improvements, furniture, equipment or other property of the Tenant. Landlord shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, water, wind, vandalism, rain, snow, leakage of Building or sprinkler system, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, unavailability of fuel or energy, or other matter beyond the control of Landlord, or for any damage or inconvenience which may arise through repair or alteration of any part of the Building, or failure to make such repairs, or from any cause whatever, unless caused solely by Landlord's gross negligence; provided, however, that nothing in this paragraph shall diminish or reduce Landlord's maintenance and repair, restoration, and insurance obligations as specifically set forth in this Lease.

### 24. ABANDONMENT

If the Premises are abandoned by Tenant, Landlord shall have the right, but not the obligation, to relet the Premises for the remainder of the period covered hereby, and if the rent is not received

through such reletting at least equal to the rent provided for hereunder, Tenant shall pay and satisfy any deficiencies between the amount of the rent called for and that received through reletting, and all expenses incurred by such other reletting, including, but not limited to the cost of realtor's fees, renovating, and altering and decorating for a new occupant. Nothing herein shall be construed as in any way denying Landlord the right, in case of abandonment of the Premises, or other breach of this Lease by Tenant, to treat the same as an entire breach of this Lease and any and all damages occasioned Landlord thereby, or pursue any other remedy provided by law or this Lease.

## 25. HOLDING OVER

In case of holding over by Tenant after expiration or termination of this Lease without Landlord's prior written consent, Tenant will pay as rent for each month or part thereof, during such holdover period, the higher of (i) the then prevailing market rate as determined by Landlord in its absolute discretion, or (ii) twice the rent provided in Paragraphs 4(A) above. No holding over by Tenant after the term of this Lease without the written consent of Landlord shall operate to extend the Lease. In addition to the foregoing, Landlord, at Landlord's sole option, shall also have the right to serve written notice upon Tenant that such hold over constitutes a renewal of this Lease for one (1) year. Tenant also agrees to pay Landlord all damages sustained by Landlord resulting from retention of possession by Tenant, including the loss of any proposed subsequent lessee for any portion of the Premises. The provisions of this paragraph shall not constitute a waiver by Landlord of any right of reentry as herein set forth, nor shall receipt of any rent or other act in apparent affirmation of the tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.

## 26. LOSS BY FIRE OR OTHER CAUSES

Tenant shall, in case of fire, or loss or damage to the Premises from other cause, give immediate notice thereof to Landlord. If the Premises shall be damaged by fire or other casualty the damages shall be repaired by and at the expense of Landlord and the rent, until such repairs shall be made, shall be apportioned according to the part of the Premises which is usable by Tenant. Landlord agrees, at its expense, to repair promptly any damage of the Premises except that Tenant agrees to repair and replace its own furniture, furnishings, fixtures, personal property, and equipment, and except that, if such damage is so extensive that the replacement of more than fifty percent (50%) of the Building be required, then and in that event, at the option of Landlord and by giving written notice to Tenant within forty-five (45) days after said occurrence or damage, this Lease will be canceled and of no force and effect from and after the date of such notice. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of Landlord, and for reasonable delay on account of causes beyond Landlord's control (such as described in Paragraphs 5 and 20 hereof).

## 27. WAIVER OF SUBROGATION RIGHTS

Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any and all rights of recovery, claim, action or cause of action against the other, its agents, officers or employees, for any loss or damage that may occur to the Premises, or any improvements thereto, or the Building of which the Premises are a part, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other cause(s) which are insured against under insurance policies referred to in Paragraph 20 hereof, regardless of cause or origin, including negligence of the other party hereto, its agents, officers, or employees. Landlord and Tenant will both

exert their best efforts to cause all insurance policies to include an endorsement to effect the provisions of this Paragraph.

#### 28. ATTORNEY'S FEES

If suit is instituted between Landlord and Tenant with respect to this Lease or the Premises or any matter arising out of or relating to this Lease, the prevailing party shall be entitled to reimbursement from the non-prevailing party for all reasonable attorney's fees and costs incurred at the trial level and at all levels of appeal.

#### 29. AMENDMENT OF LEASE

This agreement may not be altered, changed, or amended, except by an instrument in writing, signed by all parties hereto.

#### 30. TRANSFER OF LANDLORD'S RIGHTS AND LIMITATION OF LIABILITY

Landlord shall have the right to transfer and assign in whole or in part all and every feature of its rights and obligations hereunder and in the Building and property referred to herein. Such transfers or assignments may be made either to a corporation, partnership, trust, individual or group of individuals, and, howsoever made, are to be in all things respected and recognized by Tenant. In the event of any transfer of title to such fee, the Landlord herein shall be automatically freed and relieved from all personal liability with respect to performance of any covenant or obligation on the part of Landlord, provided any Security Deposits or advance rents held by Landlord are turned over to the grantee and said grantee assumes, subject to the limitation of this Lease paragraph, all the terms, covenants and conditions of this Lease to be performed on the part of Landlord, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during their respective successive periods of ownership. Notwithstanding anything to the contrary contained in this Lease, it is agreed and understood that Tenant shall look solely to the estate and property of the Landlord in the land and Buildings comprising the Real Property of which the Premises is a part for the enforcement of any judgment (or other judicial decree) requiring the payment of money by Landlord to Tenant by reason of any default or breach by Landlord in the performance of its obligations under this Lease, it being intended hereby that no other assets of Landlord shall be subject to levy, execution, attachment or other such legal process for the enforcement or satisfaction of the remedies pursued by Tenant in the event of such default or breach.

#### 31. DEFAULT BY TENANT

The following shall be deemed to be events of default under this Lease:

- (A) Tenant shall fail to pay when due any installment of rent or any other payment required pursuant to this Lease.
- (B) Tenant shall access premises illegally.
- (C) Tenant shall vacate or abandon any substantial portion of the Premises.

(D) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of rent, or other sum required hereunder and the failure is not cured within thirty (30) days after written notice to Tenant.

(E) Tenant shall file a petition or be adjudged bankrupt or insolvent under the Bankruptcy Reform Act of 1978, as amended, or any similar law or statute of the United States or any state, or a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant; or Tenant shall make a transfer in fraud of creditors or shall make an assignment for the benefit of creditors; or the attachment, execution or other judicial seizure of all or a substantial portion of Tenant's assets located at the Premises or of Tenant's interest in this Lease; or the entry of a judgment against Tenant which affects Tenant's ability to conduct its business in the ordinary course; provided, however, to the extent that any provision of this Subparagraph 31(E) is contrary to any applicable law, such provision shall be of no force or effect to such extent only.

(F) Tenant shall do or permit to be done any act which results in a lien being filed against the Premises which it does not discharge within thirty (30) days.

(G) The discovery by Landlord that any financial statement, warranty, representation or other information given to Landlord by Tenant, any assignee of Tenant, any subtenant of Tenant, any successor in interest of Tenant or any guarantor of Tenant's obligation hereunder, in connection with this Lease, was materially false or misleading when made or furnished.

### 32. REMEDIES FOR TENANT'S DEFAULT

All rights and remedies of the Landlord herein enumerated in the event of default shall be cumulative and nothing herein shall exclude any other right or remedy allowed by law. In the event of any default or breach hereof by Tenant, Landlord may (but shall not be obligated) at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach:

(A) Intentionally deleted.

(B) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including accrued rent, the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorney's fees and any real estate commission actually paid;

(C) Reenter and take possession of the Premises and relet or attempt to relet same for Tenant's account, holding Tenant liable in damages for all expenses incurred by Landlord in any such reletting and for any difference between the amount of rents received from such reletting and those due and payable under the terms hereof. In the event Landlord relets the Premises, Landlord shall have the right to lease the Premises or portions thereof for such periods of time and such rentals and for such use and upon such covenants and conditions as Landlord, in its sole discretion, may elect, and Landlord may make such repairs and improvements to the Premises as Landlord may deem necessary. Landlord shall be entitled to bring such actions or proceedings for the recovery of any deficits due to Landlord as it may deem advisable, without being obliged to wait until the end of the term, and commencement or maintenance of any one or more actions shall not bar Landlord from bringing other or subsequent

actions for further accruals, nor shall anything done by Landlord pursuant to this Subparagraph 32(B) limit or prohibit Landlord's right at any time to pursue other remedies of Landlord hereunder;

(D) Declare all rents and charges due hereunder immediately due and payable, and thereupon all such rents and fixed charges to the end of the term shall thereupon be accelerated, and Landlord may, at once, take action to collect the same by distress or otherwise. In the event of acceleration of rents and other charges due hereunder which cannot be exactly determined as of the date of acceleration and/or judgment, the amount of said rent and charges shall be calculated in accordance with the provisions of this Lease;

(E) Perform any of Tenant's obligations on behalf of Tenant in such manner as Landlord shall deem reasonable, including payment of any moneys necessary to perform such obligation or obtain legal advice, and all expenses incurred by Landlord in connection with the foregoing, as well as any other amounts necessary to compensate Landlord for all detriment caused by Tenant's failure to perform which in the ordinary course would be likely to result therefrom, shall be immediately due and payable from Tenant to Landlord, with interest at the Default Rate; such performance by Landlord shall not cure the default of Tenant hereunder and Landlord may proceed to pursue any or all remedies available to Landlord on account of Tenant's default; if necessary Landlord may enter upon the Property after ten (10) days' prior written notice to Tenant (except in the case of emergency, in which case no notice shall be required), perform any of Tenant's obligations of which Tenant is in default; and/or

(F) Pursue any other remedy now or hereafter available to Landlord under state or federal laws or judicial decisions.

(G) Unpaid installments of rent and other unpaid monetary obligations of Tenant under the terms hereof shall bear interest from the date due in accordance with the Florida Local Government Prompt Payment Act Florida Statutes, Chapter 218, ss. 218.70 - 218.80 (2017).

(H) In the event that litigation is necessary to enforce the provisions of this Lease, both Landlord and Tenant hereby waive their respective rights to a jury trial.

### 33. WAIVER OF DEFAULT OR REMEDY

Failure of Landlord to declare an Event of Default immediately upon its occurrence, or delay in taking any action in connection with an Event Of Default, shall not constitute a waiver of the default, but Landlord shall have the right to declare the default at any time and take such action as is lawful or authorized under this Lease. Pursuit of any one or more of the remedies set forth in Paragraph 32 above shall not preclude pursuit of any one or more of the other remedies provided elsewhere in this Lease by reason of the violation of any of the terms, provisions or covenants of this Lease. Failure by Landlord to enforce one or more of the remedies provided upon an Event of Default shall not be deemed or construed to constitute a waiver of the default or of any violation or breach of any of the terms, provisions and covenants contained in this Lease.

### 34. DEFAULT BY LANDLORD

Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying the obligation that

Landlord has failed to perform; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. Notwithstanding any other provision hereof, Landlord shall not be in default hereunder for failure to perform any act required of Landlord where such failure is due to inability to perform on account of strike, laws, regulations or requirements of any governmental authority, or any other cause whatsoever beyond Landlord's control, nor shall Tenant's rent be abated by reason of such inability to perform. In the event a default by Landlord results in Tenant, in its reasonable discretion, not being able to operate for a period of more than forty-eight (48) hours, the Rent payable under this Lease shall abate until the default has been resolved to the extent the Tenant can resume operations.

### 35. RIGHTS OF MORTGAGEE

Tenant accepts this Lease subject and subordinate to any recorded mortgage, deed of trust, ground lease or other lien presently existing or which may hereafter exist upon the Premises. Landlord is hereby irrevocably vested with full power and authority to subordinate Tenant's interest under this Lease to any mortgage, deed or trust, ground lease or other lien hereafter placed on the Premises, and Tenant agrees upon demand to execute additional instruments subordinating this Lease as Landlord may require. Tenant's failure to execute such documents within ten (10) days, or as many days reasonably necessary for City Council action is required (with the intent that such request will be placed on the next available City Council meeting agenda in accordance with the Tenant's process), after written demand shall constitute material default by Tenant hereunder, if the interest of Landlord under this Lease shall be transferred by reason of foreclosure or other proceedings for enforcement of any mortgage on the Premises. Tenant shall be bound to the transferee (sometimes called the "Purchaser") under the terms, covenants and conditions of this Lease for the balance of the term remaining, and any extensions or renewals, with the same force and effect as if the Purchaser were Landlord under this Lease, and Tenant agrees to attorn to the Purchaser, including the mortgagee under any such mortgage if it be the Purchaser, as its Landlord, the attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of Landlord under this Lease. The respective rights and obligations of Tenant and the Purchaser upon the attornment, to the extent of the then remaining balance of the term of this Lease, and any extensions and renewals, shall be and are the same as those set forth in this Lease.

### 36. ESTOPPEL CERTIFICATES

Tenant agrees to furnish at any time, and from time to time, within seven (7) days after request of Landlord or Landlord's mortgagee, a statement certifying, if true, that: Tenant is in possession of the Premises; the Premises are acceptable; the Lease is in full force and effect; the Lease is unmodified; Tenant claims no present charge, lien or claim of offset against rent; the rent is paid for the current month, but is not paid and will not be paid for more than one (1) month in advance; there is no existing default by reason of some act or omission by Landlord; and such other matters as may be reasonably required by Landlord or Landlord's mortgagee.

### 37. SUCCESSORS

This Lease shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives, and to the extent permitted hereunder, successors and



assigns. It is hereby covenanted and agreed that should Landlord's interest in the Premises cease to exist for any reason during the term of this Lease, then notwithstanding the happening of such event this Lease nevertheless shall remain unimpaired and in full force and effect and Tenant hereunder agrees to attorn to the then owner of the Premises.

#### 38. TAXES

Tenant shall pay and be liable for all rental, sales, indigent and use taxes or other similar taxes, if any, levied or imposed by any city, state, county or other governmental body having authority, as may be imposed as a direct consequence of this Lease, such payments to be in addition to all other payments required to be paid to Landlord by Tenant under the terms of this Lease. Any such payment shall be paid concurrently with the payment of the rent upon which the tax is based as set forth above. Tenant expressly reserves all rights to exemptions or reduction of taxes as may be permitted by law.

Landlord shall pay all real property taxes, public charges and assessments assessed or imposed upon the Premises, with such payments being made prior to such taxes becoming delinquent.

#### 39. PARKING

Tenant shall provide its own parking.

#### 40. SECURITY DEPOSIT

Intentionally deleted.

#### 41. INTEREST AND ADMINISTRATIVE CHARGES

Monies owed by Tenant to the Landlord shall, after due date, bear interest at the Default Rate, as defined above. Payment of such interest shall not excuse or cure any default by Tenant under this Lease, provided, however, that interest shall not be payable on late charges incurred by Tenant. Notwithstanding any other term or provision hereof, in no event shall the total of all amounts paid hereunder by Tenant and deemed to be interest exceed the amount permitted by applicable usury laws, and in the event of payment by Tenant of interest in excess of such permitted amount, the excess shall be returned to Tenant. In addition, in the event any instrument for any money payment hereunder shall be dishonored for any reason whatsoever not attributable to Landlord, Landlord shall be entitled, in addition to any other remedy available hereunder, to make an administrative charge of One Hundred Dollars and 00/100 (\$100.00), if permitted by law.

#### 42. NOTICES

Any rental payment, notice or document required or permitted to be delivered hereunder shall be deemed to be delivered or given when (a) actually received or (b) signed for or "refused" as indicated on the U.S. Postal Service Return Receipt. Delivery may be made by personal delivery or by United States mail, postage prepaid, Certified or Registered Mail, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other addresses as they may hereafter specify by written notice delivered in accordance herewith:

**LANDLORD:** 600 Cleveland, LLC.

[GM18-1313-109/222673/1]

GM18-1313-109/221512/1

c/o Jacob Real Estate Services, Inc.  
607 West Bay Street  
Tampa, Florida 33606-2703

**With a Copy to:**

David E. Platte, Esq.  
David E. Platte, P.A.  
1465 Ft. Harrison Avenue, Suite 202  
Clearwater, Florida 33576

**Additional**

**Notice Copy to:**

Daniel Ikaievs  
Managing Member  
600 Cleveland, LLC  
331 Cleveland Street, Apt. 2502  
Clearwater, Florida 33756

**TENANT:**

City Attorney  
City of Clearwater  
P.O. Box 4748  
Clearwater, Florida 33758-4748

**43. CHARGES FOR SERVICES**

It is further understood and agreed that any expenses Landlord may incur for any materials, supplies, services, or for work done on the Premises by order of the Tenant, shall be promptly paid by Tenant to Landlord, and shall be included as additional rent due and unpaid, unless said materials, suppliers, services or work to be done are the responsibility of the Landlord as provided for herein.

**44. SCHEDULES**

All schedules initialed by both parties hereto and attached to this Lease shall be a part hereof whether or not said schedules are specifically referred to in the Lease. All schedules, exhibits and addendum specifically set forth in the Lease are hereby incorporated and made a part of this Lease.

**45. SEVERABILITY**

In the event that any provision of this Lease is held invalid, the other provisions and portions thereof shall remain in full force and effect.

**46. GOVERNING LAWS**

This Lease and all transactions governed by this Lease shall be governed by, construed and enforced in accordance with the laws of the State of Florida without regard to principles of conflict of laws. In the event of any legal or equitable action arising under this Lease, the parties agree that the jurisdiction and venue of such action shall lie exclusively within the courts of record of the State of

Florida located in Pinellas County, Florida, and the parties specifically waive any other jurisdiction and venue.

#### 47. CAPTIONS AND CONSTRUCTION OF LANGUAGE

Any conflict between the printed provisions hereof and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. Headings used herein shall not affect the interpretation hereof, being merely for convenience. The terms "Landlord" and "Tenant" shall include the plural and the singular and all grammar shall be deemed to conform thereto. If more than one person executes this Lease, their obligations shall be joint and several. The use of the words "include," "includes" and "including" shall be without limitation to the items which may follow. The terms "Lease", "Lease Agreement", or "Agreement" shall be inclusive of each other, and shall also include renewals, extensions, or modifications of this Lease.

#### 48. INCORPORATION OF PRIOR AGREEMENTS; AMENDMENTS

This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, Tenant hereby acknowledges that neither Landlord nor any of its employees or agents has made any oral or written warranties or representations to Tenant relative to the condition or use by Tenant of the Premises, and Tenant acknowledges that Tenant assumes all responsibility regarding the Occupational Safety Health Act, the Americans with Disabilities Act the legal use and adaptability of the Premises, excluding Common Areas, and the compliance thereof with all applicable laws and regulations in effect during the term hereof, except as otherwise specifically stated in this Lease.

#### 49. LANDLORD'S LIEN Intentionally deleted.

#### 50. NO LIENS

Anything to the contrary, herein notwithstanding, if Tenant makes any repairs or alterations to the Premises, whether or not with Landlord's prior consent, Tenant will not allow any lien of any kind, whether for labor, material, or otherwise to be imposed or remain against the Building or the Premises. As provided in Florida Statutes 713.10, the interest of Landlord shall not be subject to liens for improvements made by Tenant, and Tenant shall notify any contractor making such improvements of this provision. An appropriate notice of this provision may be recorded by Landlord in the Public Records of Pinellas County, Florida, in accordance with said statute, without Tenant's joinder or consent. Notwithstanding the foregoing, if any lien is filed against the Premises or the Building for work claimed to have been for, or materials furnished to Tenant, whether or not done pursuant to this Paragraph, the same shall be discharged by Tenant within ten (10) days thereafter, at Tenant's expense, by transferring the lien to security pursuant to the applicable provisions of the Florida Construction Lien Law.

#### 51. SHOWING PREMISES

Landlord shall have the right during normal business hours, and upon reasonable notice to Tenant, to show the Premises to prospective tenants, lenders or purchasers of the Building or any part thereof at any time, however, Landlord shall not unreasonably interfere with Tenant's business functions, use or occupancy. Landlord may at any time place on or about the Premises any ordinary "For Sale" signs and Landlord may at any time during the last one hundred twenty (120) days of the term hereof place on or about the Premises any ordinary "For Lease" signs, all without rebate of rent or liability to Tenant.

## 52. LEASING BROKER

Tenant warrants that it has had no dealings with any broker or agent in connection with this Lease other than Jacob Real Estate Services, Inc. who represents the Landlord, and covenants to pay, hold harmless and indemnify Landlord from and against any and all costs, expenses or liability for any compensation, commissions, and charges claimed by any other broker or agent (other than the broker named above) with respect to this Lease or the negotiation thereof with whom Tenant had dealings. All brokerage fees shall be paid by Landlord, per the terms and conditions of a separate written agreement. The provisions of this Paragraph shall survive the termination of this Lease.

## 53. RECORDING

Neither this Lease, nor any short form hereof, shall be recorded. Tenant's recordation of this Lease or any memorandum or short form of it will be void and a default under this Lease.

## 54. RELOCATION OF TENANT

Intentionally deleted.

## 55. COVENANTS AND CONDITIONS

Each provision hereof performable by Landlord and Tenant shall be deemed both a covenant and a condition.

## 56. MERGER

The voluntary or other surrender hereof by Tenant, or a mutual cancellation thereof, or a termination by Landlord, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subtenancies or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subtenancies.

## 57. GUARANTOR

Intentionally deleted.

## 58. AUTHORITY

If Tenant is a corporation, trust or general or limited partnership, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and

deliver this lease on behalf of said entity, and Tenant shall, within fifteen (15) days after execution hereof, deliver to Landlord evidence of such authority satisfactory to Landlord.

## 59. AUCTIONS

Tenant shall not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the Premises without first having obtained Landlord's prior written consent.

## 60. RADON GAS DISCLOSURE

The following language is required by law in any contract involving the sale or lease of any building within the State of Florida:

"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."

## 61. ENVIRONMENTAL COMPLIANCE

(A) Tenant shall not use, generate, manufacture, produce, store, release, discharge or dispose of, on, under or about the Premises, or transport to or from the Premises, any Hazardous Substance (as defined below), or allow any other person or entity to do so. Tenant shall keep and maintain the Premises in compliance with, and shall not cause or permit the Premises to be in violation of, any Environmental Laws (as defined below).

(B) Tenant shall give prompt notice to Landlord of (i) of any proceeding or inquiry by any governmental authority (including without limitation the Florida Environmental Protection Agency or Florida Department of Health and Rehabilitative Services with respect to the presence of any Hazardous Substance on the Premises or the migration thereof from or to other property; (ii) all claims made or threatened by any third party against Tenant, Landlord or the Premises relating to any loss or injury resulting from any Hazardous Substance; and (iii) Tenant's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Premises that could cause the Premises or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Premises under any Environmental Law or any regulation adopted in accordance therewith.

(C) Tenant shall protect, indemnify and hold harmless Landlord, its directors, officers, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorney's fees and costs) directly or indirectly arising out of or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, transport or presence of a Hazardous Substance on, under, about, to or from the Premises, including without limitation all foreseeable consequential damages and the costs of any necessary repair, cleanup or detoxification of the Premises, in any way arising from the acts of Tenant.

(D) "Environmental Laws" shall mean any federal, state or local law, statute, ordinance or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Premises, including without limitation the Comprehensive Environmental Response Compensation

and Liability Act of 1980, as amended from time to time ("CERCLA"), 42 U.S.C. Sections 9601 et. seq., and the Resource Conservation and Recovery Act of 1976, as amended from time to time ("RCRA"), 42 U.S.C. Sections 6901 et. seq. The term "Hazardous Substance" shall include without limitation: (i) those substances included within the definition of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in CERCLA, RCRA and the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et. seq., and in the regulations promulgated pursuant to said laws; (ii) those substances defined as "hazardous wastes" in any Florida Statute and in the regulations promulgated pursuant to any Florida Statute; (iii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendment thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); (iv) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state or local laws or regulations; and (v) any material, waste or substance which is (1) petroleum; (2) asbestos; (3) polychlorinated biphenyls; (4) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 et. seq., or listed pursuant to Section 307 of the Clean Water Act; (5) flammable explosive; or (6) radioactive materials.

(E) Landlord shall have the right to inspect the Premises and audit Tenant's operations thereon to ascertain Tenant's compliance with the provisions of this Lease at any reasonable time, and Tenant shall provide periodic certifications to Landlord, upon request, that Tenant is in compliance with the environmental restrictions contained herein. Landlord shall have the right, but not the obligation, to enter upon the Premises and perform any obligation of Tenant hereunder of which Tenant is in default, including without limitation any remediation necessary due to environmental impact of Tenant's operations on the Premises, without waiving or reducing Tenant's liability for Tenant's default hereunder.

(F) All of the terms and provisions of this Paragraph shall survive the expiration or termination of this Lease for any reason whatsoever.

## 62. TERMINATION FOR LACK OF FUNDING

Tenant's performance and obligation to pay under this Lease is contingent upon an annual appropriation by the Clearwater City Council. In the event the Clearwater City Council does not appropriate funds in a sufficient amount for Tenant to perform its obligations hereunder, Tenant may terminate this Lease upon written notice to Landlord. For purposes of this Section only, any Tenant Allowance to be paid by Landlord on behalf of Tenant as described in Addendum I, shall be amortized in a straight-line calculation over the initial term of the Lease. In the event of a termination under this provision, Tenant shall pay to landlord an amount equal to that portion of the unamortized Tenant Allowance corresponding to the remainder of the initial Term of the Lease, effective on the date of such termination, with such amount calculated on a monthly basis and rounded up to the nearest whole month. Notwithstanding anything contained in this Section 62, in no event shall Tenant take any voluntary action which would encourage or dictate to the Clearwater City Council that said Council not appropriate sufficient funds for Tenant to perform its obligations under this Lease.

## 63. PUBLIC RECORDS

This lease is subject to the Public Records Law of the State of Florida, including Chapter 119, Florida Statutes. Landlord agrees and acknowledges that any books, documents, records, correspondence or other information kept or obtained by Tenant, or furnished by Landlord to Tenant, in connection with this lease or the services contemplated herein, and any related records, are public records subject to inspection and copying by members of the public pursuant to applicable public records law, including Chapter 119, Florida Statutes. Tenant may terminate this Lease at any time for Landlord's refusal to allow public access to all documents, papers, letters, materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by either party in conjunction with this Lease.

#### 64. NO THIRD PARTY BENEFICIARIES

Nothing in this Lease, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and their respective successors and assigns, any remedy or claim under or by reason of this Lease or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns.

#### 65. COUNTERPARTS

This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### 66. ATTACHMENTS TO THIS LEASE

Attached hereto, and made a part hereof as fully as if copied herein verbatim, and signed or initialed by the Landlord and Tenant as approved are the following:

| <u>Title</u>  | <u>Page#</u> |
|---|--------------|
| (A) Addendum 1  | 18           |
| (B) Exhibit "A" – Premises Floor Plan   |              |
| (C) Exhibit "B" – Tenant Finish Allowance                                     |              |
| (D) Exhibit "C" - Rules and Regulations                                       |              |
| (E) Exhibit "D" – Sign Criteria   |              |
| (F) Exhibit "E" - Intentionally Deleted                                       |              |
| (G) Exhibit "F" – Building Standard Materials – Landlord's Base Building Work |              |
| (H) Exhibit "G" – Intentionally Deleted                                       |              |
| (I) Exhibit "H" – Included Furnishings  |              |

**SIGNATURE PAGE TO FOLLOW**



LANDLORD AND TENANT HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS LEASE, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LANDLORD AND TENANT WITH RESPECT TO THE PREMISES.

**WITNESSES:**

1. *Janelle Branch*

*Daniel*  
Daniels Ikajevs, Managing Member  
Date: 08/02/2018

**LANDLORD:**

600 Cleveland, LLC., a Florida limited liability company

Printed Name

*Patricia Thurston*

Printed Name

PATRICIA THURSTON

Countersigned:

*-George N. Cretekos*

George N. Cretekos, Mayor

**TENANT:**

CITY OF CLEARWATER, FLORIDA

By *William B. Horne II*  
William Horne, City Manager

Approved as to form:

*Laura Mahony*  
Laura Mahony, Assistant City Attorney

Attest:

*Rosemarie Call*  
Rosemarie Call, City Clerk



# **ADDENDUM I**

Attached to and made a part of the ONE CLEARWATER TOWER - BANK OF AMERICA BUILDING STANDARD LEASE AGREEMENT, dated August 10<sup>th</sup>, 2018 ("Lease"), between 600 Cleveland, LLC, as Landlord, and the City of Clearwater, a Florida Municipal Corporation, hereinafter referred to as the Tenant.

Notwithstanding anything contained in the attached Lease to the contrary, it is further understood and agreed as follows. If there exists any conflicting provisions, terms or conditions as among the body of the Lease, the Addendum, and the Exhibits, the order of control shall be the Addendum over the body of the Lease and the Exhibits, and the Exhibits over the body of the Lease.

1. Schedule of Base Rental: Tenant shall pay to the Landlord the sum of \$1,278,956.88 plus applicable sales tax for the Initial Term, and \$ 1,375,985.60 for the Renewal Term, if Renewal Option is exercised, payable as follows:

| PER | BEGIN     | MONTHS | PSFPY   | Monthly     | Period       |
|-----|-----------|--------|---------|-------------|--------------|
| 1   | 11/1/2018 | 12     | \$18.50 | \$20,078.67 | \$240,944.04 |
| 2   | 11/1/2019 | 12     | \$19.05 | \$20,675.60 | \$248,107.20 |
| 3   | 11/1/2020 | 12     | \$19.62 | \$21,294.24 | \$255,530.88 |
| 4   | 11/1/2021 | 12     | \$20.21 | \$21,934.59 | \$263,215.08 |
| 5   | 11/1/2022 | 12     | \$20.82 | \$22,596.64 | \$271,159.68 |

## **RENEWAL OPTION**

|    |           |    |         |             |              |
|----|-----------|----|---------|-------------|--------------|
| 6  | 11/1/2023 | 12 | \$19.90 | \$21,598.13 | \$259,177.60 |
| 7  | 11/1/2024 | 12 | \$20.50 | \$22,249.33 | \$266,992.00 |
| 8  | 11/1/2025 | 12 | \$21.11 | \$22,911.38 | \$274,936.64 |
| 9  | 11/1/2026 | 12 | \$21.74 | \$23,595.14 | \$283,141.76 |
| 10 | 11/1/2027 | 12 | \$22.40 | \$24,311.46 | \$291,737.60 |

2. Tenant shall remain liable for all terms and conditions of this Lease through the termination date of the Lease.
3. RENTAL ABATEMENT: Intentionally deleted.
4. Intentionally deleted.

5. TENANT ALLOWANCE: Landlord shall provide Tenant a Tenant Improvement Allowance equal to \$1.50 PSF per year of the initial Lease Term or \$97,680.00. Said Tenant Allowance shall be applied to *Landlord's* expenses for completion of all interior improvements as outlined in Exhibit "B". Following satisfaction of all claims and at such time as Landlord is in receipt of all Release of Liens by all contractors, workmen, material and service suppliers and any other persons having claims against Landlord for payment of work completed or material or service supplied in connection with the Tenant's Leasehold Improvements, Landlord shall reimburse Tenant with any funds remaining in the Tenant Allowance for the purpose of offsetting Base Rent due during the first year of the Lease term. Tenant shall bear the remaining expenses for all their occupancy costs.

6. OPTION TO RENEW: The landlord hereby covenants with the Tenant, that if the Tenant is not in Default under the terms of this Lease Agreement beyond all applicable notice and cure periods, has paid all sums required pursuant to the Lease Agreement and performs each and every material covenant, provision and agreement on the part of the Tenant to be paid, rendered, observed and performed as of the date of Tenant's Notice to exercise it's Option to Renew, the Landlord agrees to grant Tenant ONE (1) Option to Renew this Lease for a period of FIVE (5) YEARS ("Renewal Term") by providing Landlord two hundred seventy (270) days written notice prior to the expiration of this Lease Tenn.

7. Intentionally deleted.

8. Intentionally deleted.

9. Intentionally deleted.

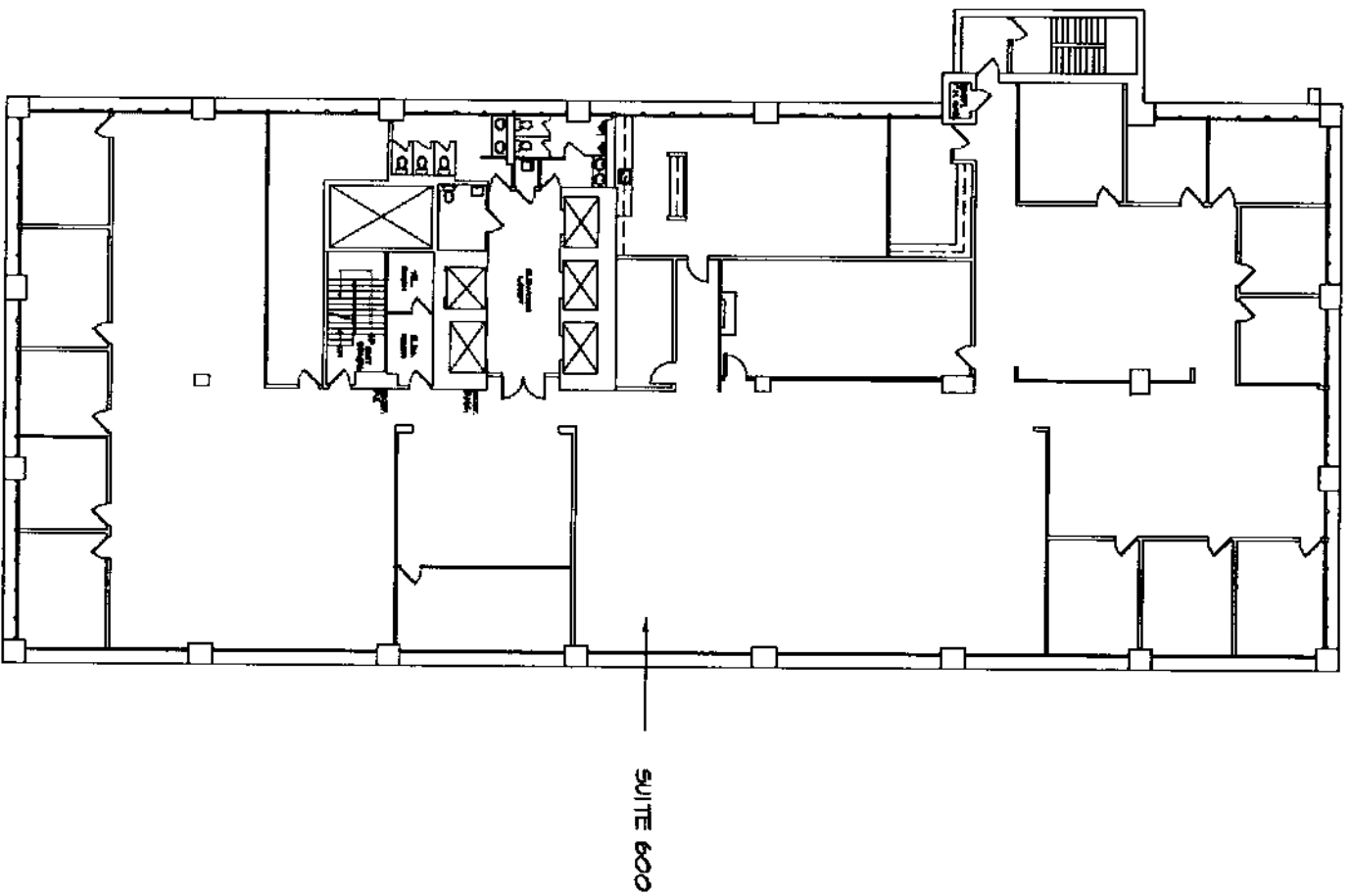
10. ACCESS TO BACK-UP POWER: At Tenant's expense, Landlord shall provide to Tenant the right to install either a hook-up for a temporary generator, or permanent generator on site during emergencies if required. It is further understood by Tenant, approval for said hook-up and/or location for installation of permanent generator, shall be subject to approval by Landlord and City of Clearwater ordinances pertaining to location and required permitting.

11. CONTINGENCY: This lease is contingent upon City of Clearwater City Manager receiving approval by the City of Clearwater City Council and executing the lease agreement between the City of Clearwater and 600 Cleveland, LLC for 13,024 rentable square feet of office space within the One Clearwater Tower -- Bank of America Building, Clearwater, FL no later than October 15<sup>th</sup>, 2018. In the event the lease agreement between the City of Clearwater and 600 Cleveland, LLC is not approved and executed by the City of Clearwater City Manager by October 15<sup>th</sup>, 2018, this Lease will be null and void.

12. All capitalized terms used herein shall have the meanings ascribed to them in the Lease and its Addenda unless otherwise provided herein. All terms of the Lease and its Addenda not in conflict with the foregoing are hereby ratified and confirmed.

EXHIBIT "A"

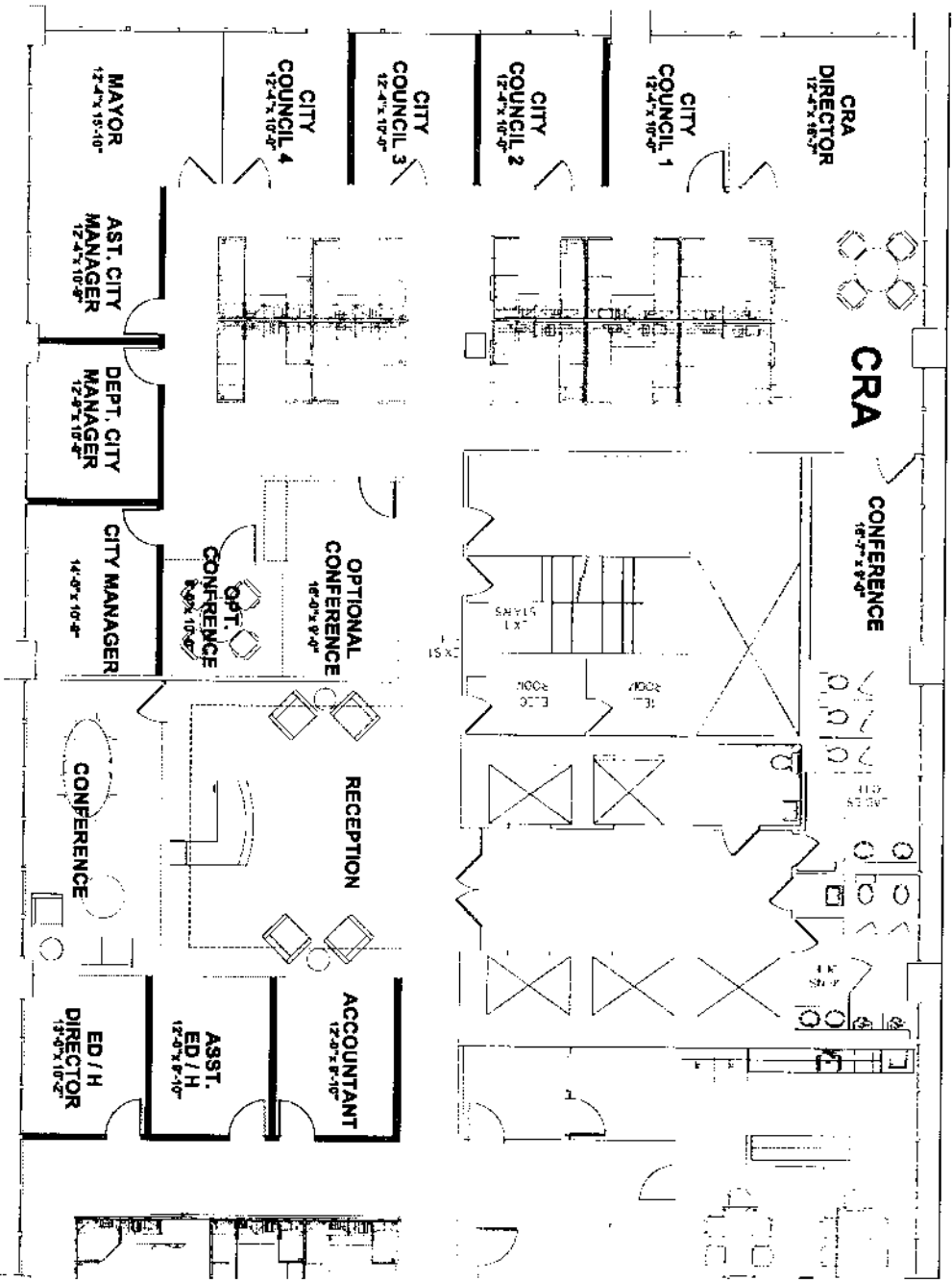
PREMISES



**EXHIBIT "B"**

**TENANT FINISH: ALLOWANCE**  
**SUITE 600**

1. Except as expressly set forth in this Lease, Tenant accepts the Premises in their "as is" condition on the date that this Agreement is executed by all parties.
2. Landlord shall cause the tenant finish work ("Improvements") to be performed in accordance with this Exhibit. The work shall be performed by contractors and subcontractors approved by Landlord. All contractors and subcontractors shall be required to procure and maintain insurance against such risks, in such amounts, and with such companies as Landlord may reasonably require. The work shall be performed in a good and workmanlike manner that is free of defects and is in strict conformance with the drawings or plans as submitted by Tenant prior to the Buildout Period ("Drawings").
3. Tenant shall bear the following costs of the tenant buildout (including, without limitation, costs of construction labor and materials, electrical usage during construction, additional janitorial services, general tenant signage, related taxes and insurance costs, all of which costs are herein collectively called the "Total Construction Costs") in excess of the Tenant Construction Allowance (as hereinafter defined) and pay to Landlord the amount by which the estimated Total Construction Costs exceed the Tenant Construction Allowance. The consent of Tenant is required for any bid by a Contractor for the Total Construction which exceeds the Construction Allowance. In such cases, the Tenant shall be permitted to modify the work to reduce the Total Construction Cost below the Construction Allowance or to work with Landlord in soliciting a mutually acceptable alternative Contractor to perform the work within the Construction Allowance. Without limitation, upon substantial completion of the Improvements, Tenant shall pay to Landlord an amount equal to the Total Construction Costs (as adjusted for any approved changes to the Drawings), less (i) the amount of the payments already made by Tenant and (ii) the amount of the Construction Allowance.
4. Landlord shall provide to Tenant a construction allowance ("Tenant Construction Allowance") equal to \$97,680.00. Following satisfaction of all claims and Landlord is in receipt of all Release of Liens by all contractors, workmen, material and service suppliers and any other persons having claims against Landlord for payment of work completed or material or service supplied in connection with the Tenant's leasehold improvements, Landlord shall provide Tenant a credit for any funds remaining in the Construction Allowance for the purpose of offsetting Base Rent due during the first year of the Lease term.
5. Landlord or its designee shall enter into contract with contractor(s), supervise the Improvements, make disbursements required to be made to the contractor, and act as a liaison between the contractor and Tenant and coordinate the relationship between the Premises, the Building, and the Building's systems.



# **CITY MANAGER / MAYOR+COUNCIL**

# **ECONOMIC DEVELOPMENT HOU**

**OUTSIDEin Architecture LLC**  
 Architecture | Interior Design | Planning | LEED Consulting  
 1555 W. Main St. Suite 100 | Brockton, MA 01909  
 508.693.0000 | 508.693.0001  
 www.outsideinarch.com

2  
 1  
 PROPOSED FLOOR PLAN  
 3/16" = 1'-0"





## EXHIBIT "C"

### RULES AND REGULATIONS

1. Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed by tenants or their officers, agents, contractors, invitees, servants, and employees, or used for any purpose other than ingress and egress to and from their respective leased premises and for going from one part of the Building or Property to another part of the Building or Property.
2. Plumbing fixtures and appliances shall be used only for the purposes for which constructed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Any stoppage or damage resulting to any such fixtures or appliances from misuse on the part of a tenant or such tenant's officers, agents, contractors, invitees, servants, and employees shall be paid by such tenant.
3. No signs, posters, advertisements, or notices shall be painted or affixed by or on behalf of any tenant on any of the windows or doors, or other part of the Building or Property, except lettering of such color, size and style and in such places, as shall be first approved in writing by the Landlord's Property Manager. No nails, hooks or screws shall be driven into or inserted in any part of the Building, except by building maintenance personnel.
4. Directories may be placed by the Landlord, at Landlord's own expense, in conspicuous places in the Building or on the Property. No other directories shall be permitted.
5. Tenants shall not do anything, or permit anything to be done, in or about the Property, or bring or keep anything therein or thereon, that will in any way increase the possibility of fire or other casualty or obstruct or interfere with the rights of, or otherwise injure or annoy, other tenants, or do anything in conflict with the valid pertinent laws, rules or regulations of any governmental authority.
6. Corridor doors, when not in use, shall be kept closed.
7. All deliveries of furniture, freight, office-equipment or other materials for dispatch or receipt by Tenant must be made by licensed commercial movers via the service entrance of the Building in a manner and during hours set by Landlord from time to time. Prior approval must be obtained from the Landlord's Property Manager for any deliveries that might interfere with the free movement of others through the public corridors of the Building. All hand trucks shall be equipped with rubber tires and rubber side guards.
8. Each tenant shall cooperate with Building employees in keeping the Property, Building and their respective Premises neat and clean.
9. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals shall be brought into or kept in or about the Property or Building.
10. Should a tenant require telegraphic, telephonic, annunciator or any other communication service, the Landlord will direct the electricians and installers where and how the wires are to be introduced and placed, and none shall be introduced or placed except as the Landlord shall direct.

11. Tenants shall not make or permit any unseemly, disturbing or improper noises in the Property or Building, or otherwise interfere in any way with other tenants, or persons having business with them.
12. No equipment of any kind shall be operated in any tenant's leased premises that could in any way annoy any other tenant in the Building without the prior written consent of the Landlord.
13. Tenants shall not use or keep on the Property or in the Building any flammable or explosive fluid or substance, or any illuminating material, unless it is battery powered, UL approved.
14. Tenant and Tenant's employees, or agents, or anyone else who desires to enter the Building after normal working hours will be required to close doors into the Building behind them. Locks to such doors will not be tampered with.
15. All electrical fixtures hung in the Premises must be fluorescent and of a quality, type, design, bulb color, size and general appearance approved by Landlord.
16. No water cooler, air conditioning unit, space heater or system or other apparatus shall be installed or used by a tenant without the prior written consent of Landlord.
17. Normal business hours for the Building shall be 7:00 a.m. through 6:00 p.m. on weekdays, excluding legal holidays.
18. References to "holidays" and "legal holidays" in the leases to tenants in the Building shall include the following:  
  

|                                  |                  |
|----------------------------------|------------------|
| January 1st.....                 | New Year's Day   |
| Last Monday in May.....          | Memorial Day     |
| July 4th.....                    | Independence Day |
| First Monday in September.....   | Labor Day        |
| Fourth Thursday in November..... | Thanksgiving     |
| December 25th.....               | Christmas        |
19. Pursuant to applicable law, the One Clearwater Tower – Bank of America Building is deemed to be a "no-smoking" building and smoking is prohibited in the leased premises all interior Common Areas, and within 15 feet of any building entrance. In addition, Landlord may from time to time, designate non-smoking areas in all or any portion of the exterior Common Areas. The designated smoking area for building Tenants and guests is in the Station Square Park adjacent to the east of the building.
20. Bicycles are not permitted to be brought into the building lobby or elevators or secured in any area of the building and grounds except the designated bicycle storage area. All bicycles brought on premises must be parked and secured in the covered bicycle storage rack in the

courtyard storage area located at the southeastern corner of the by gate off of Garden Avenue adjacent to the south fire stairs. Bicycle owners bear risks associated with damage or theft for any bicycles or other personal property brought onto the premises. The building engineer or manager will issue upon request, a bicycle owner an assigned key to access the gate into the storage area. The first key will be issued free of charge, replacement keys will require a \$25.00 key deposit or the bicycle owner paying the cost to have the lock rekeyed.

21. The Landlord reserves the right to rescind any of these rules (as to any particular tenant or as to all tenants generally) and to make such other and further rules and regulations as in the judgment of Landlord shall from time to time be needed for the safety, protection, care and cleanliness of the Property and Building, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees and invitees, which rules when made and notice thereof given to a tenant shall be binding upon such tenant in like manner as if originally herein prescribed. In the event of any conflict, inconsistency, or other difference between the terms and provisions of these Rules and Regulations (as now or hereafter in effect) and the terms and provisions of any lease now or hereafter in effect between Landlord and any tenant in the Building, Landlord shall have the right to rely on the term or provision in either such lease or such Rules and Regulations which is most restrictive on such tenant.













## Exhibit "D"

### SIGN CRITERIA

This exhibit is intended to clarify the provisions of paragraph 16 of the Building Standard Lease and set forth the sign criteria for the One Clearwater Tower-Bank of America Building, effective April 1st, 2016.

The One Clearwater Tower-Bank of America Building has exterior signage that includes the building face signage currently leased to Bank of America on the east and west sides of the building, and above the Garden Avenue and Cleveland Street entrances, Monument Signage located on the southwest corner of the property fronting Cleveland Street and Garden Avenue, and interior signage including the building directory signage located in the main building lobby, Premises Floor Elevator Lobby Signage, which is available for full floor building tenants, and Premises Entrance Signage.

1. Building Naming Rights. Bank of America, as successor to the Clearwater National Bank has the naming rights for the building dating back to 1975.
2. Exterior Monument Signage
  - a. Landlord has provided the monument sign which includes spaces for a maximum of 10 tenant signs. Tenant shall pay for (and obtain any necessary approvals for its sign panel). The design and placement of Tenant's sign panel is subject to the Landlord's prior review and approval. The cost of any maintenance and repair of the monument signage will be excluded from the building operating expenses by Landlord and will be billed only to parties that have panels on the sign on a prorated basis. The cost related to blank panels shall be the Landlord's responsibility. The following general concepts shall govern the Monument Sign:
    - i. Tenant agrees to pay the cost of the approximately 7 inch by 54 inch bronze plaque and the installation cost. The cost has been quoted as \$1,100.00 but is subject to change.
    - ii. The placement on the monument of a Tenant Plaque shall be under Landlord's control. Full floor tenants or the larger building tenants will be placed in the most favorable location, and the smaller tenants (gauged by Rentable Sq. ft.) will be placed in the lower panels on the sign. The positions considered more favorable are from top to bottom (least favorable) and from left (more favorable) to right (less favorable). The Top panels are typically reserved for the largest tenants in the building, who are participating in the monument signage program.

- b. Initially, the signage placement will be available to tenants with the priority assigned by row from top to bottom, first by the total rentable square footage under lease, with a minimum of 2,500rsf, and second by the length of continuous building occupancy. In the event two tenants want the same sign face and the priority criteria is even, the matter will be decided by a coin toss by the building manager. Included as Exhibit "D" is the Monument Signage description and pricing information.
  - c. All Monument signage shall be removed by Tenant at Tenant's expense at lease expiration and Tenant vacating the Premises.

3. Interior Signage in the Building is provided for Tenants outside of the Premises in the following locations:

a. Building Directory: Signage is provided at Tenant's cost and is provided by Landlord in "Building Standard" format, unless the directory listing is included as a part of a Tenant Improvement Allowance for Tenant. Tenant shall have the right to list no more than two entities. Ordinarily, sub-lessees are not entitled to a separate listing unless agreed upon in writing.

b. Building Elevator Lobby: At this time, Elevator Lobby Signage is only available to multi-floor tenants and is offered on a case by case basis. Tenant must request the right, and if approved, Tenant shall pay for (and obtain all necessary approvals for its sign panel). The design and placement of Tenant's sign panel is subject to the Landlord's prior review and approval. Landlord will only allow a sign showing Tenant's name (or tradename) and logo with a reference to the appropriate reception floor.

c. Premises Floor Elevator Lobby

i. Unless Tenant is a full-floor tenant, Premises Floor Elevator Lobby Signage is not offered. Tenant may request the right to place directional signage with Tenant's name (or tradename) in the Premises Floor Elevator Lobby. Signs will be at Tenant's cost (provided by Landlord in "Building Standard" format, unless requested as part of the Tenant Improvement Allowance. If Tenant desires to use a logo or trade name, in addition to or instead of "Building Standard" format signage, this must be approved in advance in writing.

ii. Typically, signage is not available for subtenants and/or assignees.

d. Premises Entrance

i. Signs will typically be at Tenant's cost (provided by Landlord in "Building Standard" format, unless requested as part of the Tenant Improvement Allowance. If Tenant desires to use a logo or Trade Name, in addition to or instead of "Building Standard" format, this must be approved in advance in writing.

ii. Typically, signage is not provided for subtenants and/or assignees.

4. General Provisions

a. GRAPHICS: Landlord shall provide and install, at Tenant's cost, all initial signs, letters and numerals at Premises Entrance. All such signs, letters and numerals shall be in the standard graphics for the Building and reasonably acceptable to Landlord and no others shall be used or permitted on the Premises without Landlord's prior written consent, which may be withheld in Landlord's sole discretion.

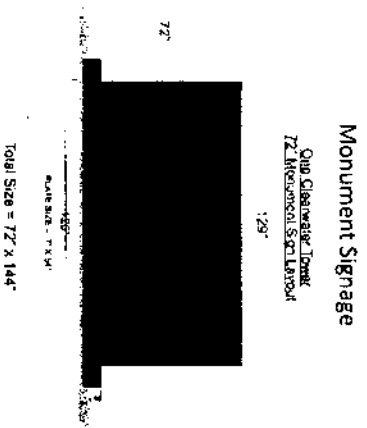
b. Subject to prior written approval from Landlord, Tenant is required to place a sign on the Building Directory and Premises Entrance. Signs shall be installed by Landlord at Tenant's expense within thirty (30) days following the date Tenant opens for business. Tenant shall be responsible for all costs associated with the installation and Maintenance of Tenant's panel. Landlord shall review and approve of the size, design, location, and composition of all of Tenant's signage prior to installation. If at anytime during the term of this Lease Landlord replaces the current monument sign, Tenant may either (i) pay its prorata share of the cost of such new sign based on the size of Tenant's panel in relation to the total size

of all panels on the new sign or (ii) not participate on the new sign. If at anytime during the term of this Lease, the Monument sign has no open spaces, or a larger tenant desires a space in use for the sign of a smaller Tenant, Landlord shall have the right to re-order the placement of the Tenant signs on the Monument, in its sole judgment. If Landlord removes the sign of a Tenant to create an available space for a larger Tenant, Landlord agrees to replace the Tenant's sign which is removed as soon as an available space on the monument base becomes available.

c. Tenant shall not otherwise exhibit, inscribe, paint, or affix any sign, advertisement, notice or other lettering on any part of the outside of the Demised Premises or of the building of which the Demised Premises is a part without first obtaining Landlord's prior, specific written approval thereof; and Tenant further agrees to maintain each and every sign, lettering and the like as may be approved by Landlord in good condition, working order, and repair at all times. If Tenant does not keep its signs in good condition, working order and repair at all times, upon giving Tenant ten (10) days written notice of its election to do so, Landlord will have sign repaired and restored to good working order and invoice Tenant for all charges incurred, plus ten percent (10%) administrative costs, as additional rent. Tenant agrees that Tenant's sign(s) shall comply with the contents of these Sign Criteria as they are revised from time to time by Landlord. If Tenant erects sign without proper written approval from Landlord, Landlord can remove sign and invoice Tenant for all costs incurred, plus ten percent (10%) administrative costs, and same shall become due as additional rent.

d. Notwithstanding anything presented above to the contrary, all signage shall be subject to all governmental and quasi-governmental consents, approvals and permits as may be necessary in order to erect or install signs; in this regard, Landlord makes no representation or warranty as to Tenant's ability to obtain permissions for signage or as to the availability thereof for Tenant, provided Landlord agrees to reasonably cooperate with Tenant, at no cost to Landlord, in filing any required applications for governmental approvals for signage (but not with respect to any variance).

#### Illustrations

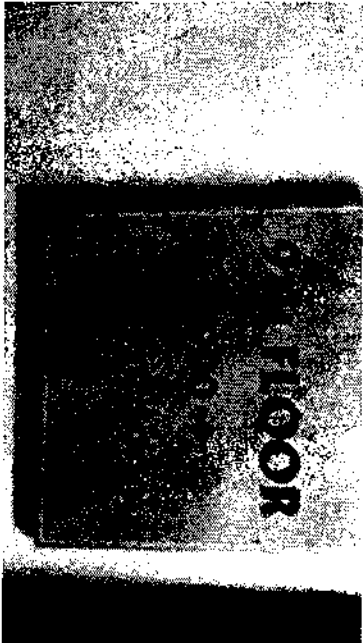


*Monument Sign is located at the southwest corner of the building as shown below:*

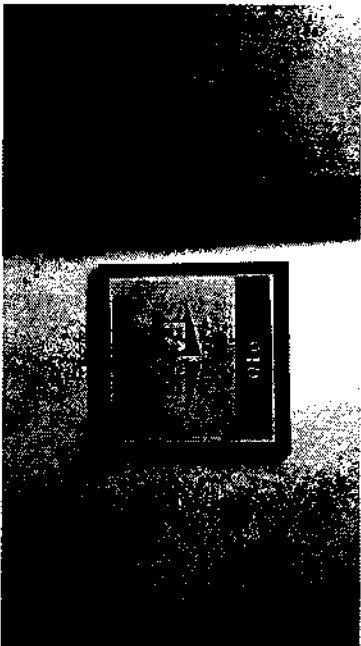
*Lobby Directory Signage*

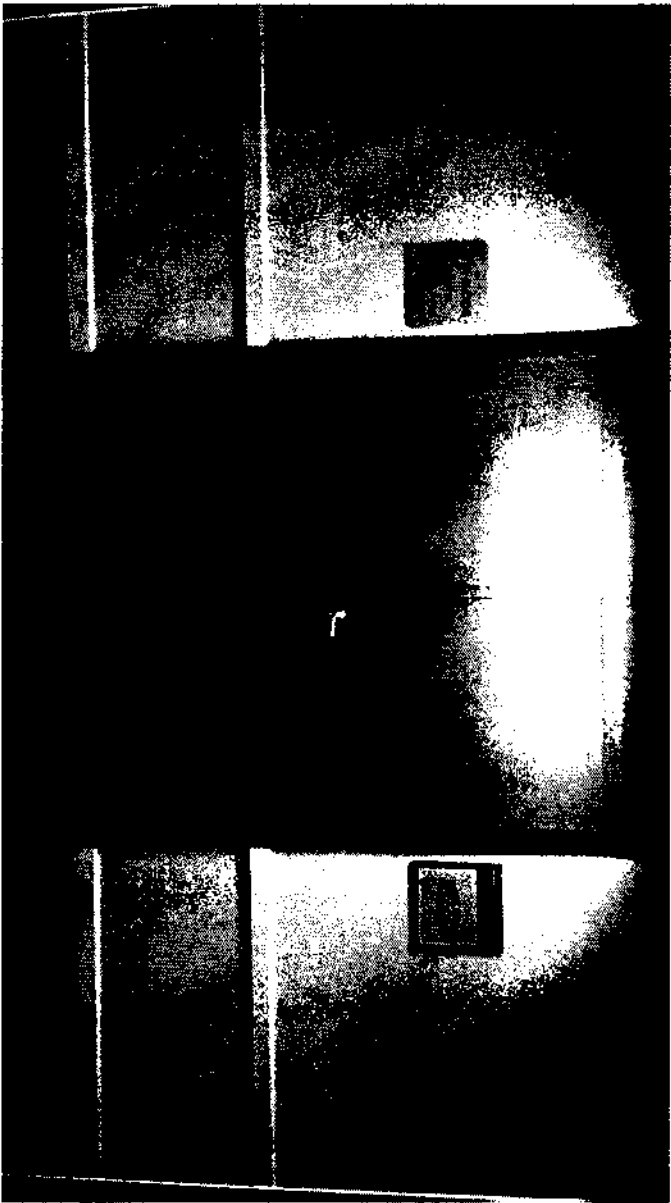


*Elevator Lobby Signage*



*Tenant Signage*





[GM18-1313-109/222673/1]  
OCT - City of CLW v.1

GM18-1313-109/221512/1

**Exhibit “E”**

*Intentionally Deleted*





*Exhibit "F" – Building Standard Materials*  
LANDLORD'S BASE BUILDING WORK

Landlord, at Landlord's expense, shall provide the following work prior to delivering the Premises to Tenant:

1. The HVAC distribution main loop shall be in place, tight to the slab above, including the installation of VAV mixing boxes, flex duct and linear slot diffusers installed at the window line.
2. Electrical service to the electrical closet on each floor proposed, with 120/208-volt power panels and circuit breakers in place, along with an isolated grounding system. The electrical system shall be capable of delivering 6 watts per rentable square foot for lighting and receptacle power.
3. Interior surfaces of the exterior walls will have exposed studs and insulation.
4. All interior columns on the floor proposed for Tenant will have exposed studs.
5. All work in common areas and core of the Building, including, but not limited to, common corridors and common elevator lobbies shall be completed and in compliance with current code.
6. The automatic sprinkler system main loop shall be fully completed, operational and tested in accordance with NFPA requirements and current code.
7. Any asbestos containing materials shall be fully abated from the Premises.
8. All restroom work shall be completed and meet all applicable codes, including any ADA requirements.
9. Floor slabs shall level, smooth surface and ready for carpet installation.
10. All vertical penetrations shall be sealed and fireproofed.
11. Connection "stub outs" shall be available for vent, cold water at all wet columns.
12. Connection point installed on the floor(s) for fire alarm system. The complete core fire detection system shall be installed, operating and tested in accordance with NFPA requirements.
13. Exterior window coverings to be furnished and installed by Landlord.
14. The floor must accommodate live weight load to accommodate customary office use and equipment incidental thereto.
15. As required by Tenant, Landlord shall provide select demolition of any previously installed improvements.
16. Any existing cabling not installed or to be used by Tenant shall be removed from the Premises.

Landlord, at Tenant's expense, shall provide the following work prior to delivering the Premises to Tenant:

[INSERT BUILDOUT PLANS, DRAWINGS AND SPECS AND ASSOCIATED COST ESTIMATE]



**Exhibit "G"**

Intentionally Deleted

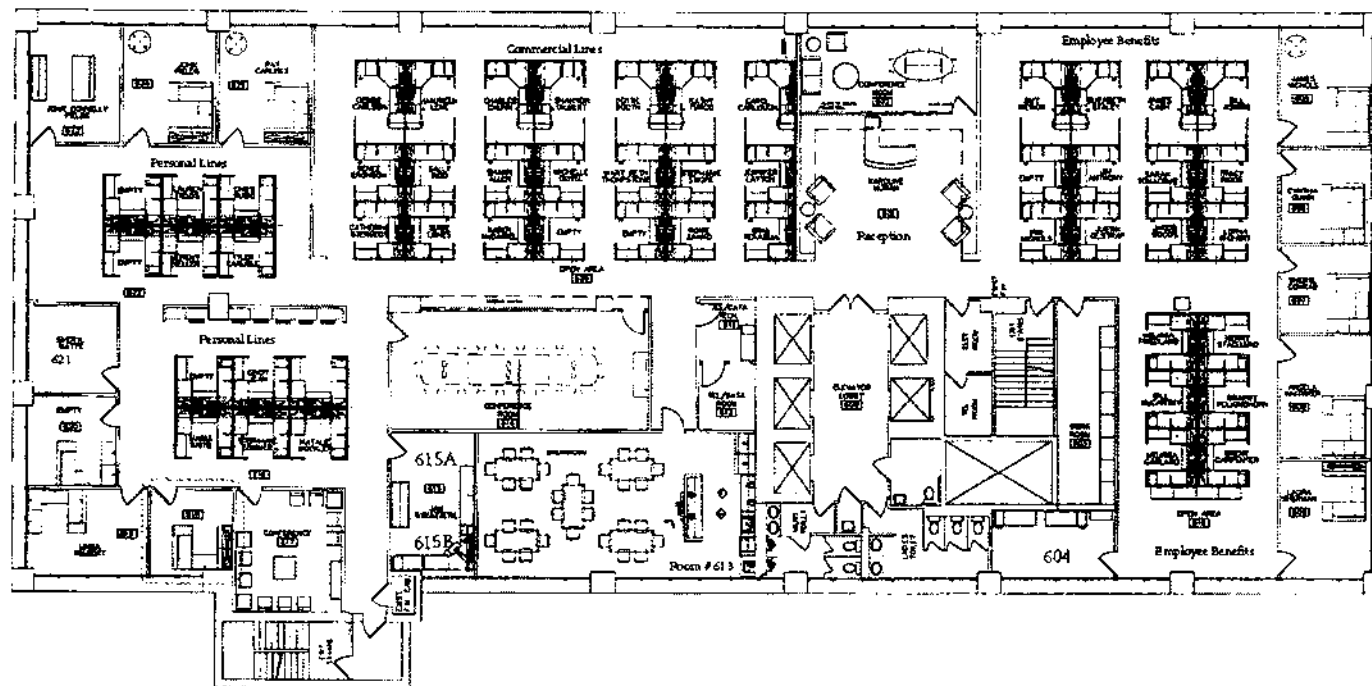


**Exhibit “H”**

**INCLUDED FURNISHINGS**

**Clearwater Office  
Furniture Inventory:**

|     | Room Description              | Tables w/ Chairs | Table w/ Side Chairs / Couch | Desk | Chair With Door | Total Chairs | Office Table | Desk Room Table | End Table | Coffee Table | Breakroom Table | Breakroom Chairs | Upholstered Chairs | Long Seat | Bookcase | Shelf Bookcase | Chairs w/ Table | Accent Table | Long Cabinet | High Back Chairs | Shoe Storage Cabinet | Full High Cabinet | Chandelier | Ceiling Fan | AV Projector | Removable Service | Bar/Seating | Disposal |
|-----|-------------------------------|------------------|------------------------------|------|-----------------|--------------|--------------|-----------------|-----------|--------------|-----------------|------------------|--------------------|-----------|----------|----------------|-----------------|--------------|--------------|------------------|----------------------|-------------------|------------|-------------|--------------|-------------------|-------------|----------|
| 100 | Hall Way / Elevators          | -                | -                            | -    | -               | -            | -            | -               | -         | -            | -               | -                | -                  | -         | -        | -              | -               | -            | -            | -                | -                    | -                 | -          | -           | -            | -                 | -           |          |
| 101 | Lobby                         | -                | -                            | 2    | -               | 1            | -            | 2               | -         | -            | -               | -                | -                  | -         | -        | -              | -               | -            | -            | -                | -                    | -                 | -          | -           | -            | -                 | -           |          |
| 102 | Conference Room / Sand Key    | -                | -                            | -    | -               | 6            | -            | 1               | 1         | 1            | -               | -                | 1                  | 1         | -        | -              | -               | -            | -            | -                | -                    | -                 | -          | -           | -            | -                 | -           |          |
| 103 | Work Room                     | -                | -                            | -    | -               | -            | -            | -               | -         | -            | -               | -                | -                  | -         | -        | -              | -               | -            | -            | 8                | -                    | -                 | -          | -           | -            | -                 | -           |          |
| 104 | Office                        | -                | -                            | 1    | -               | 1            | -            | -               | -         | -            | -               | -                | -                  | -         | -        | -              | -               | -            | -            | -                | -                    | -                 | -          | -           | -            | -                 | -           |          |
| 105 | Office                        | -                | -                            | 1    | 1               | 1            | 1            | -               | -         | -            | -               | -                | 3                  | -         | -        | -              | -               | -            | -            | -                | -                    | -                 | -          | -           | -            | -                 | -           |          |
| 106 | Office                        | -                | -                            | 1    | -               | 1            | -            | -               | -         | -            | -               | -                | 2                  | -         | -        | 1              | -               | -            | -            | -                | -                    | -                 | -          | -           | -            | -                 | -           |          |
| 107 | Office                        | -                | -                            | 1    | 1               | 1            | -            | -               | -         | -            | -               | -                | 2                  | -         | -        | -              | -               | -            | -            | -                | -                    | -                 | -          | -           | -            | -                 | -           |          |
| 108 | Office                        | -                | -                            | 1    | -               | 1            | 1            | -               | -         | -            | -               | -                | 3                  | -         | -        | -              | -               | -            | -            | -                | -                    | -                 | -          | -           | -            | -                 | -           |          |
| 109 | Office                        | -                | -                            | 1    | -               | -            | 1            | -               | -         | -            | -               | -                | 3                  | -         | -        | 1              | -               | -            | -            | -                | -                    | -                 | -          | -           | -            | -                 | -           |          |
| 110 | Open Area - Employee Benefits | 14               | 4                            | -    | -               | 18           | -            | -               | -         | -            | -               | -                | 6                  | -         | 12       | -              | -               | -            | -            | 2                | 2                    | 1                 | -          | -           | -            | -                 | -           |          |
| 111 | Tel Desk / Technology         | -                | -                            | -    | -               | -            | -            | -               | -         | -            | -               | -                | -                  | -         | -        | -              | -               | -            | -            | -                | -                    | -                 | -          | -           | -            | -                 | -           |          |
| 112 | Tel Desk / Rooms              | -                | -                            | -    | -               | -            | -            | -               | -         | -            | -               | -                | -                  | -         | -        | -              | -               | -            | -            | -                | -                    | -                 | -          | -           | -            | -                 | -           |          |
| 113 | Breakroom                     | -                | -                            | 1    | -               | -            | -            | -               | -         | -            | 5               | 10               | -                  | -         | -        | -              | -               | -            | -            | -                | -                    | -                 | -          | -           | -            | 2                 | 1           |          |
| 114 | Conference Room / Cades       | -                | -                            | 1    | -               | 20           | -            | -               | -         | -            | -               | -                | -                  | -         | -        | -              | -               | -            | 1            | -                | -                    | -                 | -          | -           | -            | -                 | -           |          |
| 115 | Office                        | -                | -                            | -    | -               | 6            | -            | -               | -         | -            | -               | -                | -                  | -         | -        | -              | -               | -            | -            | -                | -                    | -                 | -          | -           | -            | -                 | -           |          |
| 116 | Office                        | -                | -                            | 1    | -               | 1            | -            | -               | -         | -            | -               | -                | 2                  | -         | -        | -              | -               | -            | -            | 1                | -                    | -                 | -          | -           | -            | -                 | -           |          |
| 117 | Open Area - Personal Lines    | 6                | -                            | -    | -               | 6            | -            | -               | -         | -            | -               | -                | -                  | -         | 5        | -              | -               | -            | -            | -                | -                    | 7                 | -          | -           | -            | -                 | -           |          |
| 118 | Conference / Coconut Room     | -                | -                            | -    | -               | 2            | -            | -               | 3         | -            | -               | -                | -                  | -         | -        | -              | 9               | 1            | -            | -                | -                    | -                 | 1          | 1           | 1            | -                 | -           |          |
| 119 | Office                        | -                | -                            | 1    | -               | 2            | -            | -               | -         | -            | -               | -                | 2                  | -         | -        | -              | -               | -            | -            | -                | -                    | -                 | -          | -           | -            | -                 | -           |          |
| 120 | Office                        | -                | -                            | 1    | 1               | -            | -            | -               | -         | -            | -               | -                | 3                  | -         | -        | -              | -               | -            | -            | -                | -                    | -                 | -          | -           | -            | -                 | -           |          |
| 121 | Office                        | -                | -                            | 1    | -               | 2            | -            | -               | -         | -            | -               | -                | 2                  | -         | -        | 2              | -               | -            | -            | -                | -                    | -                 | -          | -           | -            | -                 | -           |          |
| 122 | Office                        | -                | -                            | 1    | -               | -            | -            | -               | -         | -            | -               | -                | 2                  | -         | -        | -              | -               | -            | -            | -                | -                    | -                 | -          | -           | -            | -                 | -           |          |
| 123 | Open Area - Personal Lines    | 6                | -                            | -    | -               | 6            | -            | -               | -         | -            | -               | -                | -                  | -         | 8        | -              | -               | -            | -            | -                | -                    | -                 | -          | -           | -            | -                 | -           |          |
| 124 | Office                        | -                | -                            | 1    | 1               | 1            | -            | -               | -         | -            | -               | -                | 2                  | -         | 1        | -              | -               | -            | -            | -                | -                    | 1                 | -          | -           | -            | -                 | -           |          |
| 125 | Office                        | -                | -                            | 1    | 1               | -            | 1            | -               | 1         | -            | -               | -                | 4                  | -         | -        | -              | -               | -            | -            | -                | -                    | -                 | -          | -           | -            | -                 | -           |          |
| 126 | Office                        | -                | -                            | 1    | 1               | 1            | 1            | -               | -         | -            | -               | -                | 5                  | -         | -        | -              | -               | -            | -            | -                | -                    | -                 | -          | -           | -            | -                 | -           |          |
| 127 | Open Area- Commercial Lines   | 14               | 7                            | -    | -               | 21           | -            | -               | -         | -            | -               | -                | 10                 | -         | 12       | -              | -               | -            | -            | -                | 1                    | -                 | -          | -           | -            | -                 | -           |          |
|     | Totals                        | 40               | 11                           | 17   | 6               | 98           | 5            | 1               | 2         | 1            | 5               | 10               | 52                 | 1         | 40       | 2              | 9               | 1            | 1            | 10               | 4                    | 8                 | 1          | 1           |              |                   |             |          |



B-AG

CONTRACT

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Tampa, FL 33634

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BALDWIN

CONNELLY

OFFICE 618

KEY PLAN

This drawing is for information purposes only. A separate pricing document is issued by B-AG Contract for project orders which includes specifications and pricing. This document is the sole basis of a contract between the owner and B-AG Contract.

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Date: 03 NOVEMBER 2010

Revisions:

Drawn By: L. SPICERMAN

FILE NAME: BALDWIN033

SHEET

1

OF

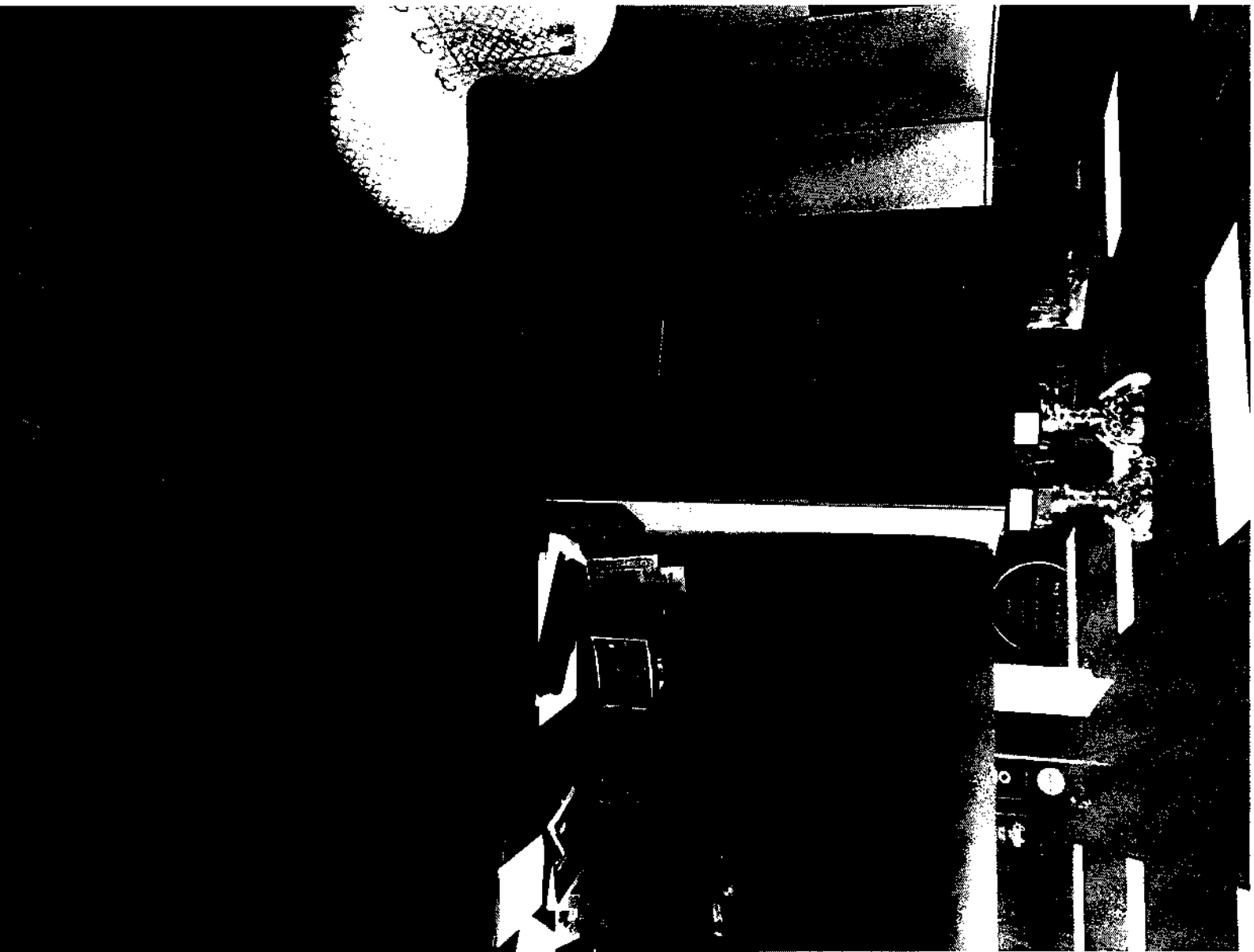
SCALE: 1/16"=1'-0"



Cubicle w/ Hutch

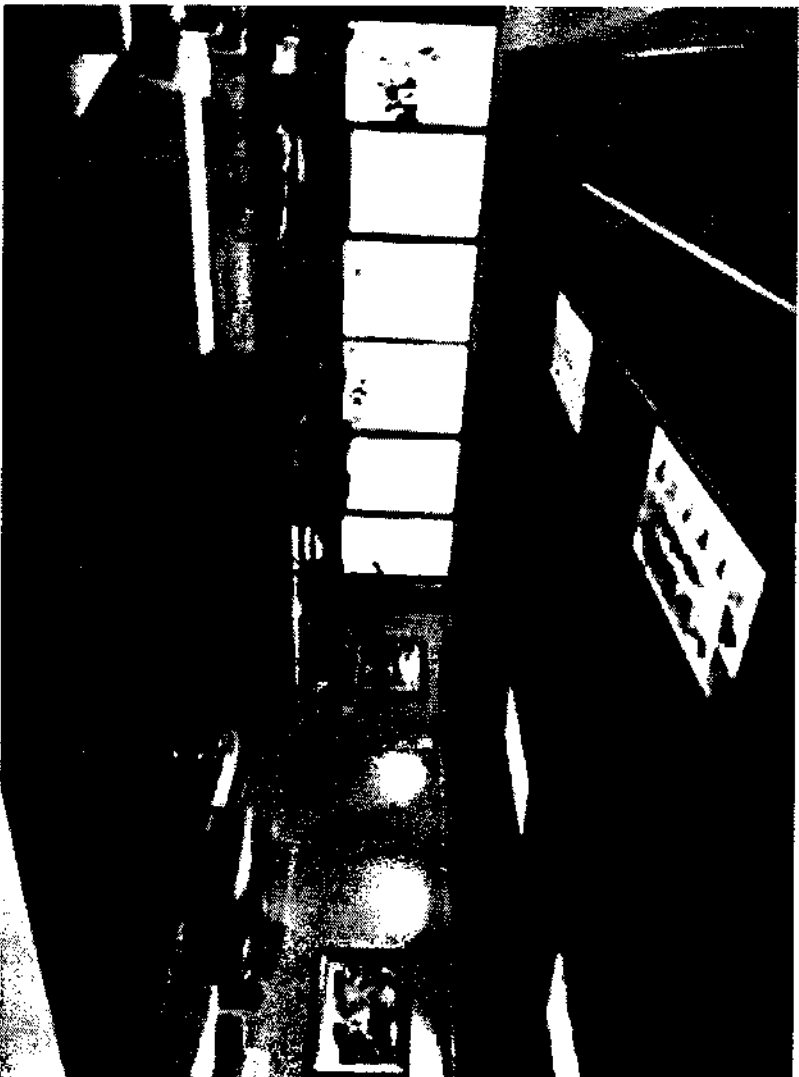


Cubicle w/ Hutch and Side Cabinet/Closet



Desk

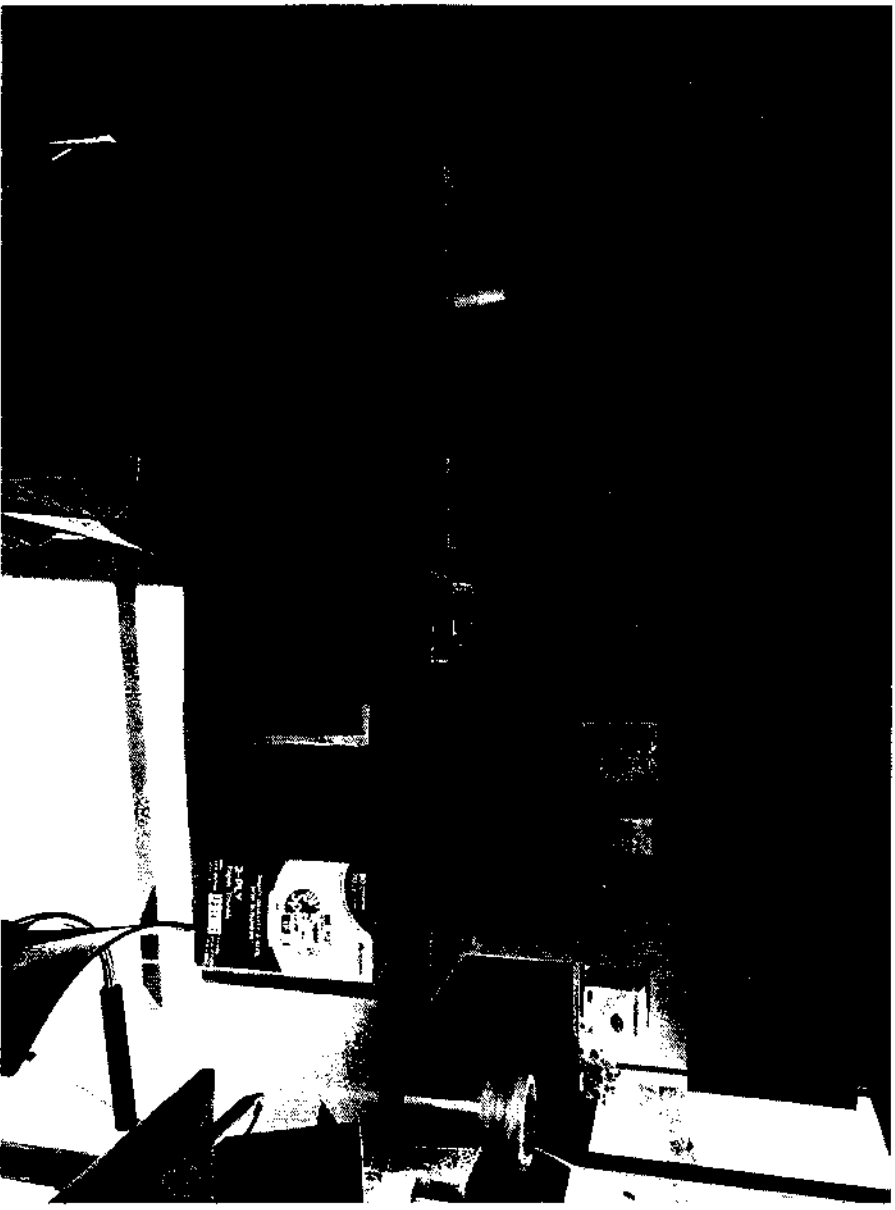
Reception Desk



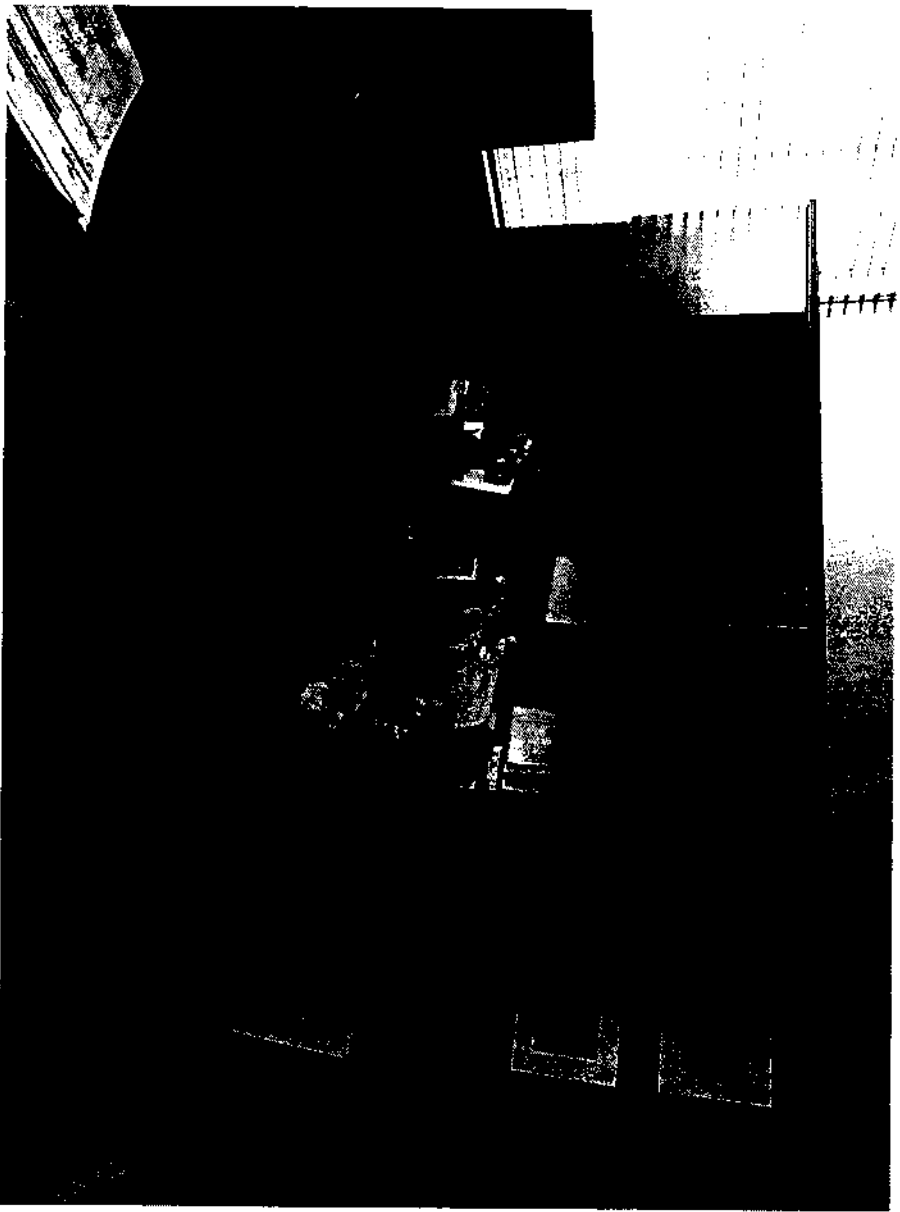
Office Desk



Break Room Desk



Desk Hutch with Doors

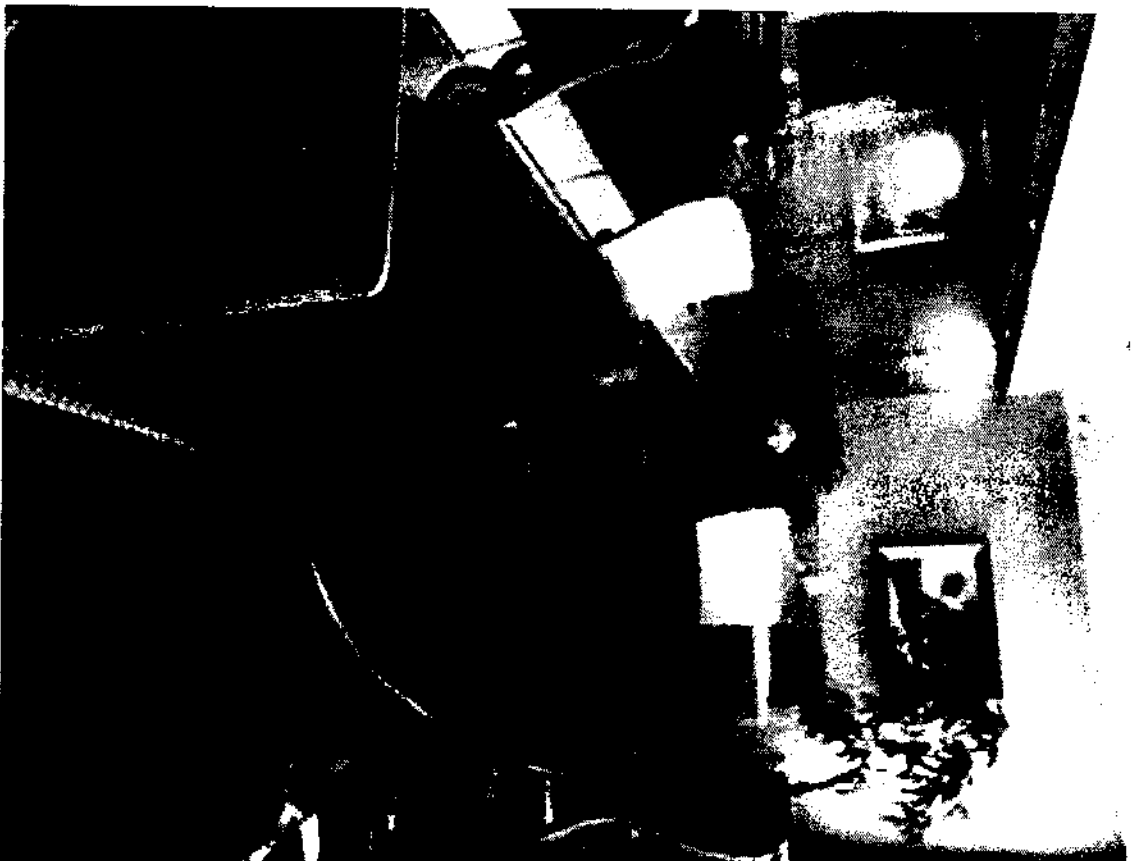


Office Table



## Conf. Room Tables

Sand Key Conference Room





Caladesi Conference Room

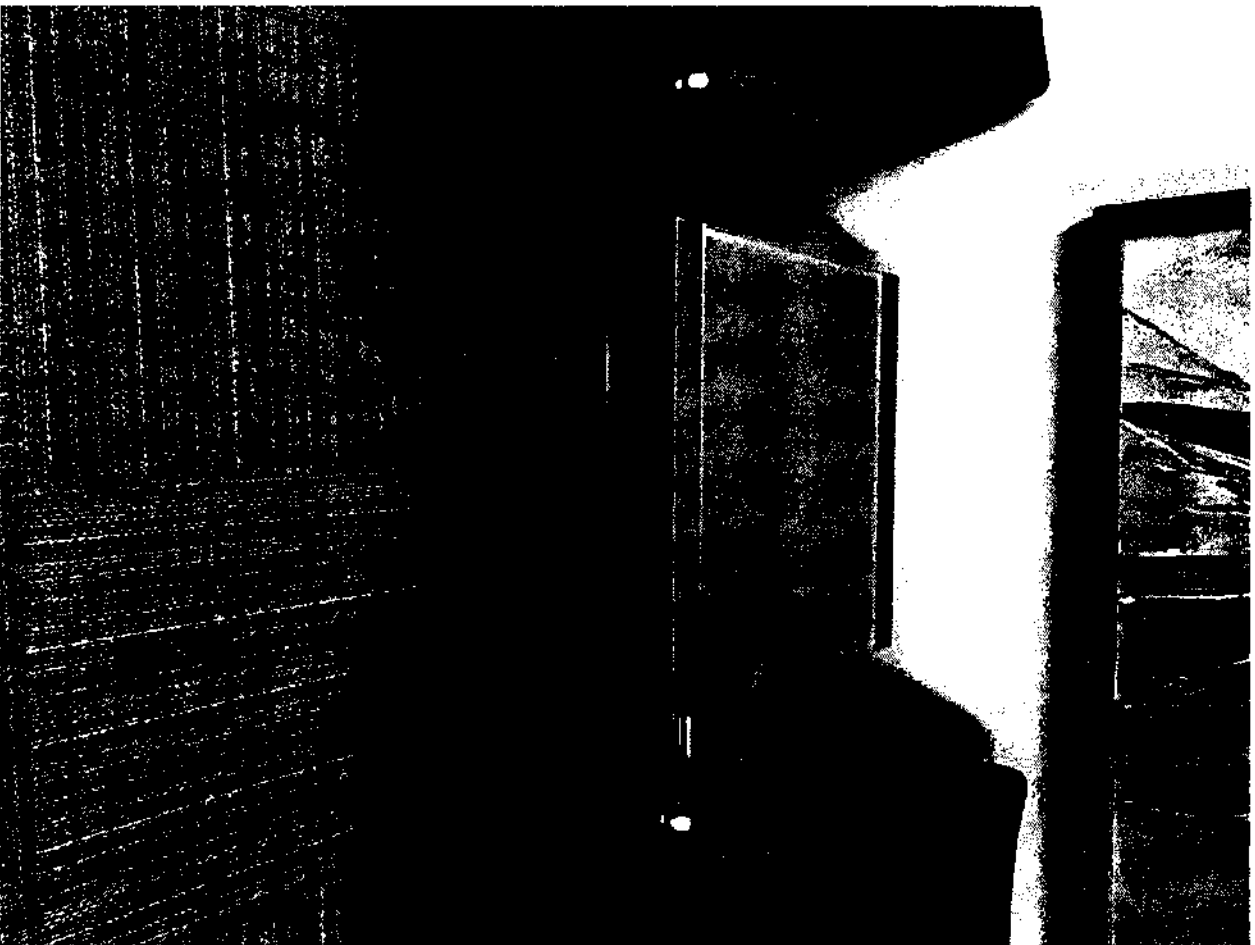


## End Tables

Lobby End Table



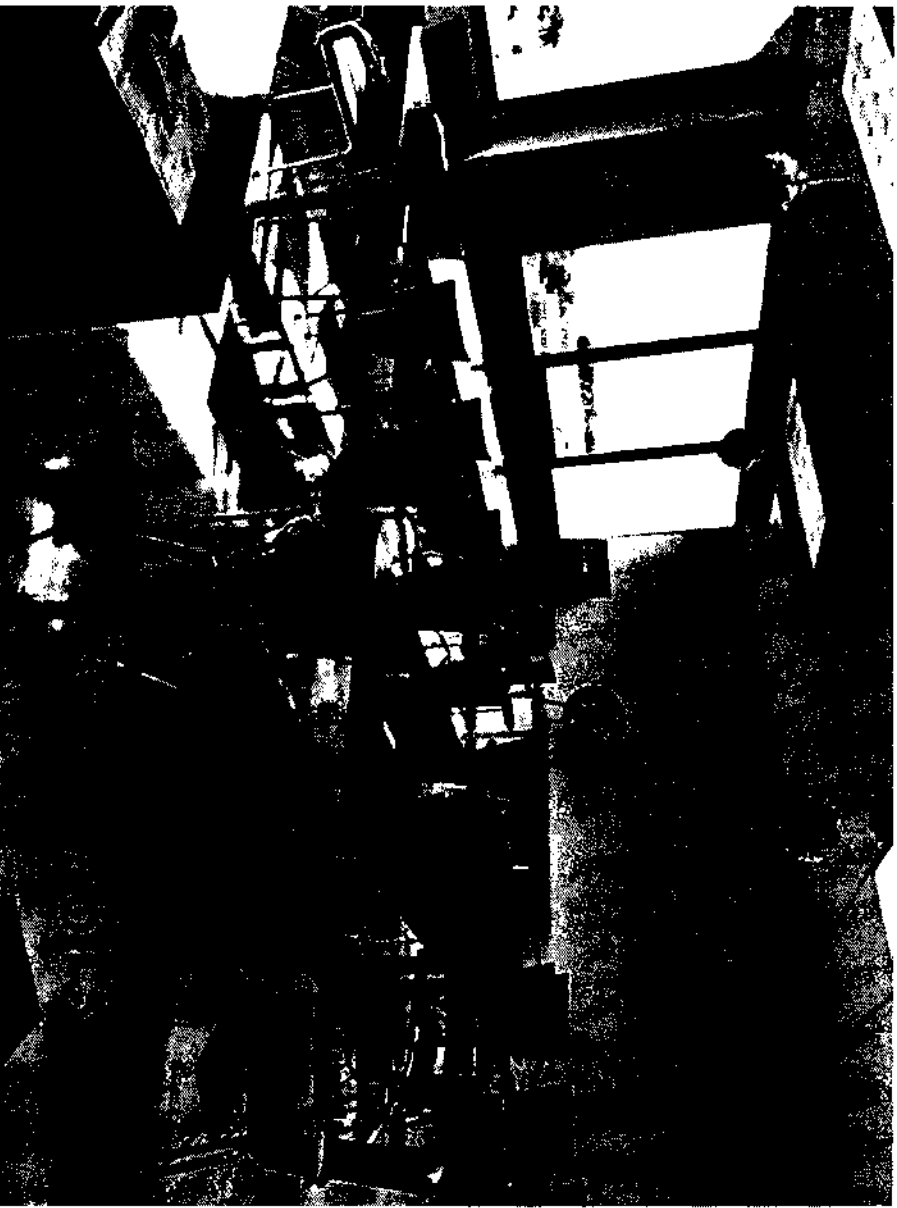
Coconut Room End Table



Coffee Tables



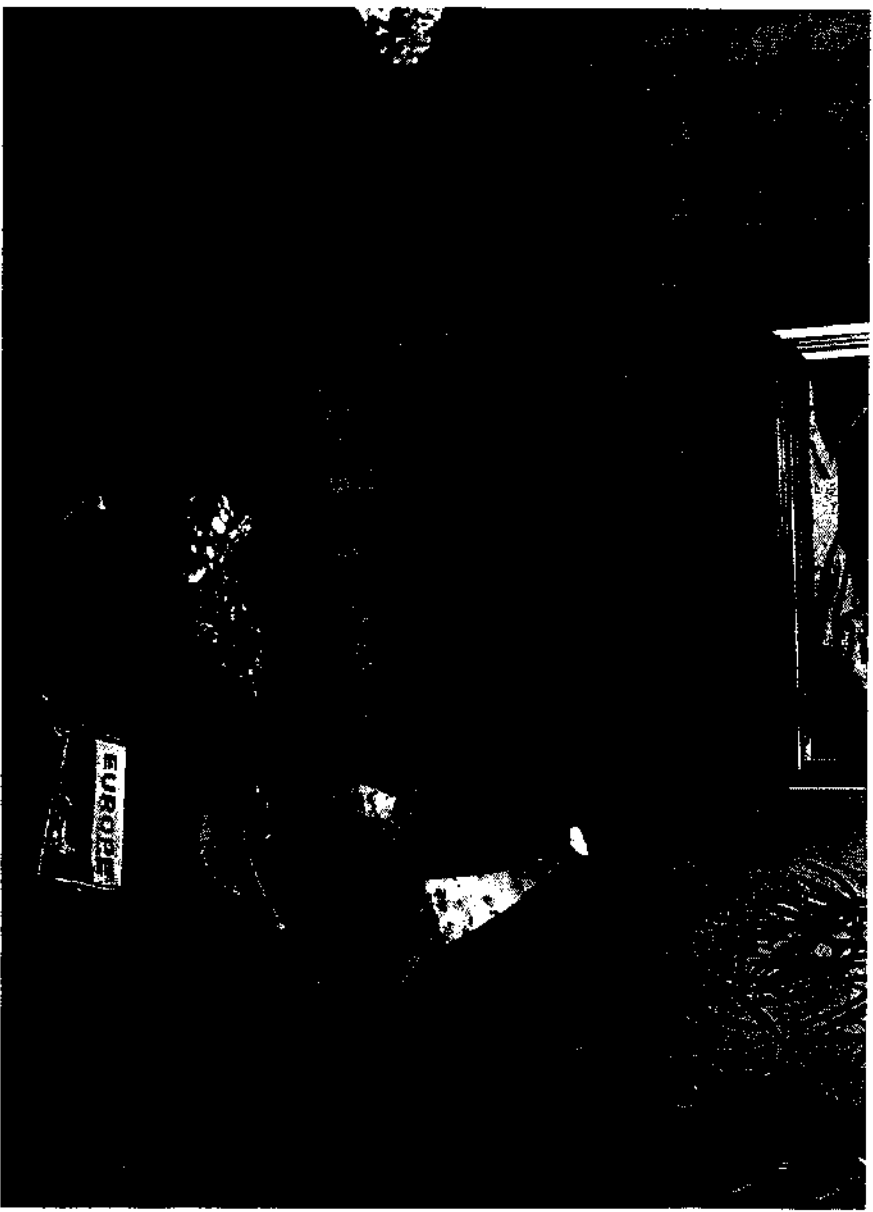
Break Room Tables & Chairs



## Upholstered Chairs



Love Seat



Bookcase





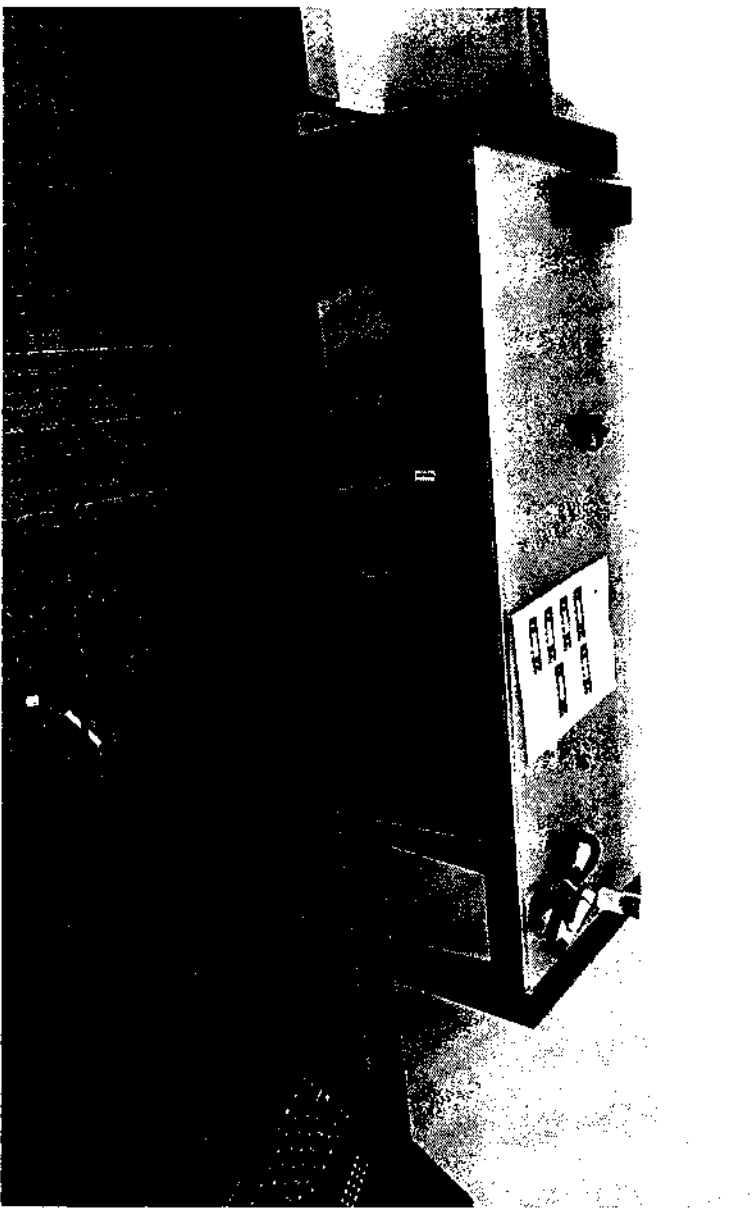
## Tall Bookcase



Chairs w/ Table

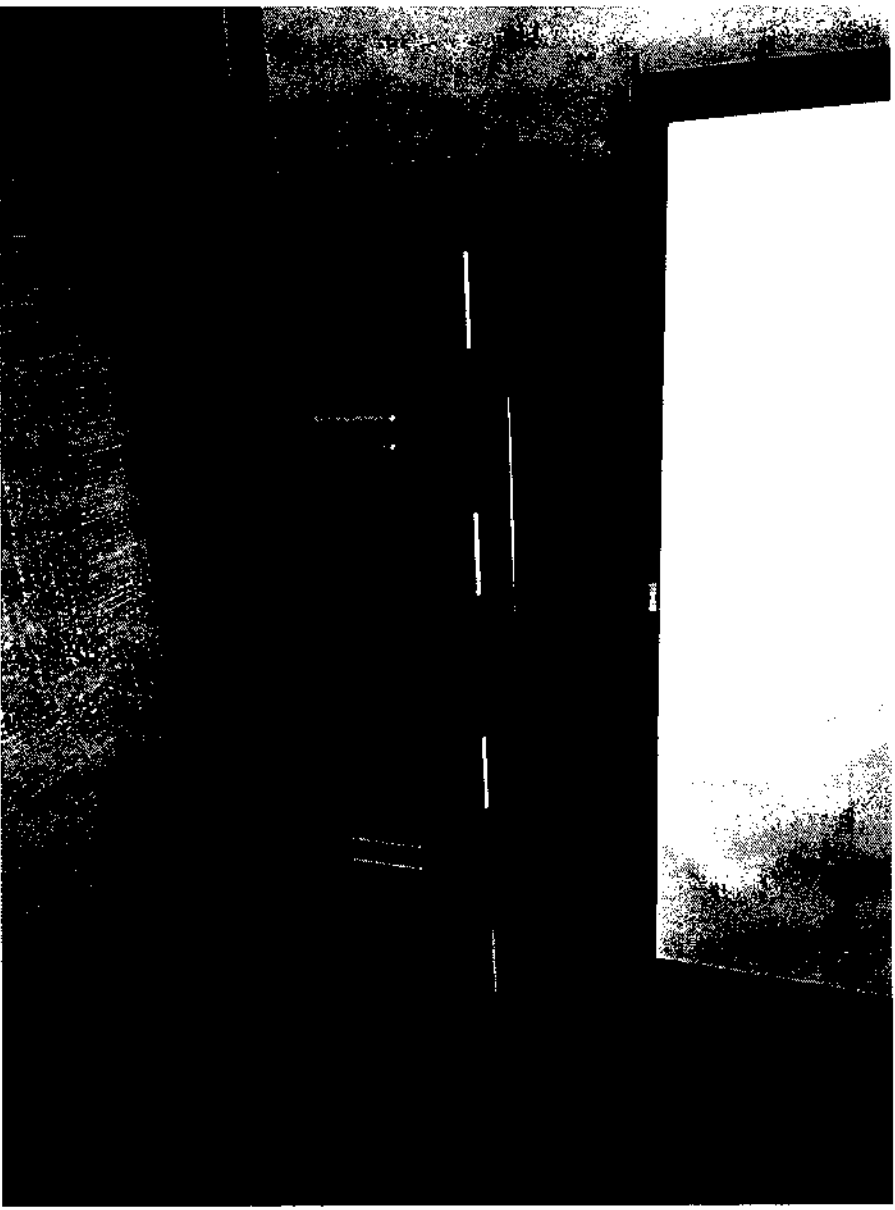


Accent Table



## Long Cabinet

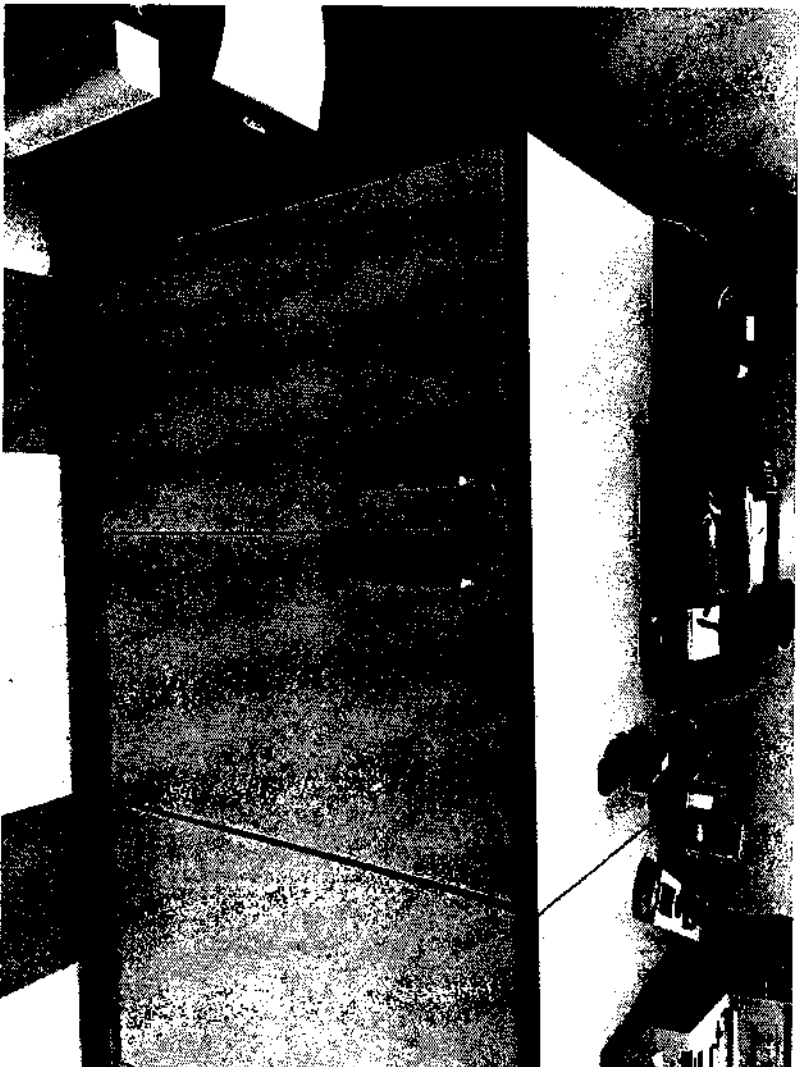
Caladesi Conference Room





## Two Door Cabinets

Work Room



Open Area Benefits

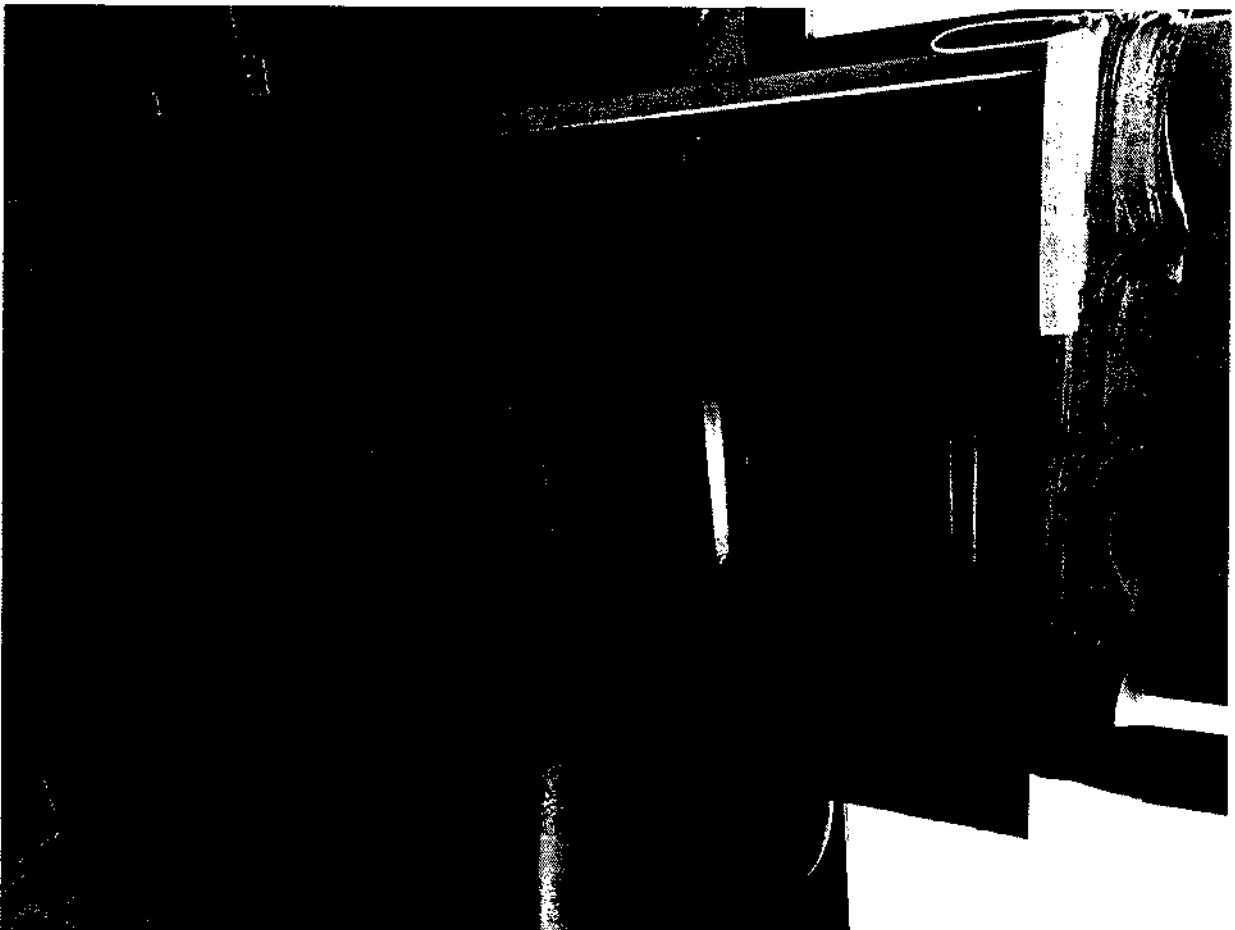


## Short Filing Cabinets





## Tall Filing Cabinets





## Ottoman

