

LEASE NO. GS-04P-LFL62086

On-Airport Lease
GSA FORM L201D (September 2013)

This Lease is made and entered into between

County of Pinellas

(Lessor), whose principal place of business is 14700 Terminal Boulevard, Suite 221, Clearwater, FL 33762-2942, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

Terminal BLVD., 14700 Terminal Boulevard, Clearwater, FL 33762-2942

and more fully described in Section 1 and Exhibit A, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

LEASE TERM


To Have and To Hold the said Premises with its appurtenances for the term beginning upon September 1, 2014 and continuing for a period of

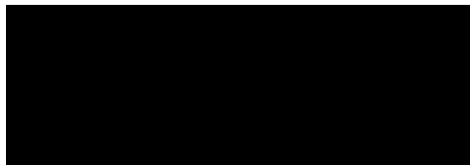
Ten (10) Years, Five (5) Years Firm

subject to termination and renewal rights as may be hereinafter set forth.


In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:


Title: County Commission Chair
Entity Name: County of Pinellas
Date: September 23, 2014


Title: Lease Contracting Officer
General Services Administration, Public Buildings Service
Date: 10/23/2014

WITNESSED FOR THE LESSOR BY:

Keri Burke, Clerk

Title: Deputy Clerk
Date: September 23, 2014

**APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY**



SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (JUN 2012)

The Premises are described as follows:

A. Office and Related Space: 2,258 rentable square feet (RSF), yielding 2,258 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st and 2nd floor(s) (as detailed in the rental rate schedule), of the Building, as depicted on the floor plan(s) attached hereto as Exhibit A.

B. Common Area Factor: The Common Area Factor (CAF) is established as 1.0 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: 0 parking spaces as depicted on the plan attached hereto as Exhibit (N/A) reserved for the exclusive use of the Government. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

B. This paragraph has been intentionally deleted.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (SEP 2013)

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

		September 1, 2014 – August 31, 2024	
		Annual Rent	
STE 124	Shell Rent ¹	\$6,120.00	
	Operating Rent ²	\$0.00	
	Total Annual Rent ³	\$6,120.00	

¹Shell rent calculation: (Full Term) \$40.00 per RSF multiplied by 153 RSF. Rate per RSF has been rounded to the nearest cent.

²Operating rent calculation: (Full Term) \$0.00 per RSF multiplied by 153 RSF.

³Total annual rent calculation: (Full Term) 40.00 per RSF multiplied by 153 RSF. Rate per RSF has been rounded to the nearest cent. There are no tenant improvements that would result in a tenant improvement rent. There are no building specific improvements that would result in building specific amortized capital. There is no charge for parking.

		September 1, 2014 - August 31, 2024	
		Annual Rent	
STE 134	Shell Rent ¹	\$8,960.00	
	Operating Rent ²	\$0.00	
	Total Annual Rent ³	\$8,960.00	

¹Shell rent calculation: (Full Term) \$20.00 per RSF multiplied by 448 RSF. Rate per RSF has been rounded to the nearest cent.

²Operating rent calculation: (Full Term) \$0.00 per RSF multiplied by 448 RSF.

³Total annual rent calculation: (Full Term) \$20.00 per RSF multiplied by 448 RSF. Rate per RSF has been rounded to the nearest cent. There are no tenant improvements that would result in a tenant improvement rent. There are no building specific improvements that would result in building specific amortized capital. There is no charge for parking.

		September 1, 2014 - August 31, 2024	
		Annual Rent	
STE 235	Shell Rent ¹	\$10,864.00	
	Operating Rent ²	\$0.00	
	Total Annual Rent ³	\$10,864.00	

¹Shell rent calculation: (Full Term) \$14.00 per RSF multiplied by 776 RSF. Rate per RSF has been rounded to the nearest cent.

²Operating rent calculation: (Full Term) \$0.00 per RSF multiplied by 776 RSF.

³Total annual rent calculation: (Full Term) \$14.00 per RSF multiplied by 776 RSF. Rate per RSF has been rounded to the nearest cent. There are no tenant improvements that would result in a tenant improvement rent. There are no building specific improvements that would result in building specific amortized capital. There is no charge for parking.

		September 1, 2014 - August 31, 2024
		Annual Rent
STE 238	Shell Rent ¹	\$3,458.00
	Operating Rent ²	\$0.00
	Total Annual Rent ³	\$3,458.00

¹Shell rent calculation: (Full Term) \$14.00 per RSF multiplied by 247 RSF. Rate per RSF has been rounded to the nearest cent.

²Operating rent calculation: (Full Term) \$0.00 per RSF multiplied by 247 RSF.

³Total annual rent calculation: (Full Term) \$14.00 per RSF multiplied by 247 RSF. Rate per RSF has been rounded to the nearest cent. There are no tenant improvements that would result in a tenant improvement rent. There are no building specific improvements that would result in building specific amortized capital. There is no charge for parking.

		September 1, 2014 - August 31, 2024
		Annual Rent
STE 242	Shell Rent ¹	\$3,458.00
	Operating Rent ²	\$0.00
	Total Annual Rent ³	\$3,458.00

¹Shell rent calculation: (Full Term) \$14.00 per RSF multiplied by 247 RSF. Rate per RSF has been rounded to the nearest cent.

²Operating rent calculation: (Full Term) \$0.00 per RSF multiplied by 247 RSF.

³Total annual rent calculation: (Full Term) \$14.00 per RSF multiplied by 247 RSF. Rate per RSF has been rounded to the nearest cent. There are no tenant improvements that would result in a tenant improvement rent. There are no building specific improvements that would result in building specific amortized capital. There is no charge for parking.

		September 1, 2014 - August 31, 2024
		Annual Rent
STE 248A	Shell Rent ¹	\$882.00
	Operating Rent ²	\$0.00
	Total Annual Rent ³	\$882.00

¹Shell rent calculation: (Full Term) \$14.00 per RSF multiplied by 63 RSF. Rate per RSF has been rounded to the nearest cent.

²Operating rent calculation: (Full Term) \$0.00 per RSF multiplied by 63 RSF.

³Total annual rent calculation: (Full Term) \$14.00 per RSF multiplied by 63 RSF. Rate per RSF has been rounded to the nearest cent. There are no tenant improvements that would result in a tenant improvement rent. There are no building specific improvements that would result in building specific amortized capital. There is no charge for parking.

		September 1, 2014 - August 31, 2024
		Annual Rent
STE 248C	Shell Rent ¹	\$1,680.00
	Operating Rent ²	\$0.00
	Total Annual Rent ³	\$1,680.00

¹Shell rent calculation: (Full Term) \$14.00 per RSF multiplied by 120 RSF. Rate per RSF has been rounded to the nearest cent.

²Operating rent calculation: (Full Term) \$0.00 per RSF multiplied by 120 RSF.

³Total annual rent calculation: (Full Term) \$14.00 per RSF multiplied by 120 RSF. Rate per RSF has been rounded to the nearest cent. There are no tenant improvements that would result in a tenant improvement rent. There are no building specific improvements that would result in building specific amortized capital. There is no charge for parking.

		September 1, 2014 - August 31, 2024
		Annual Rent
STE 248D	Shell Rent ¹	\$2,856.00
	Operating Rent ²	\$0.00
	Total Annual Rent ³	\$2,856.00

¹Shell rent calculation: (Full Term) \$14.00 per RSF multiplied by 204 RSF. Rate per RSF has been rounded to the nearest cent.

²Operating rent calculation: (Full Term) \$0.00 per RSF multiplied by 204 RSF.

³Total annual rent calculation: (Full Term) \$14.00 per RSF multiplied by 204 RSF. Rate per RSF has been rounded to the nearest cent. There are no tenant improvements that would result in a tenant improvement rent. There are no building specific improvements that would result in building specific amortized capital. There is no charge for parking.

		September 1, 2014 - August 31, 2024	
		Annual Rent	
Total Leased Premises	Shell Rent ¹	\$38,278.00	
	Operating Rent ²	\$0.00	
	Total Annual Rent ³	\$38,278.00	

¹Shell rent calculation: (Full Term) \$16.95 per RSF multiplied by 2,258 RSF. Rate per RSF has been rounded to the nearest cent.

²Operating rent calculation: (Full Term) \$0.00 per RSF multiplied by 2,258 RSF.

³Total annual rent calculation: (Full Term) \$16.95 per RSF multiplied by 2,258 RSF. Rate per RSF has been rounded to the nearest cent. There are no tenant improvements that would result in a tenant improvement rent. There are no building specific improvements that would result in building specific amortized capital. There is no charge for parking. The total annual rate is a composite rate.

B. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed 2,258 ABOA SF. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

C. This paragraph was intentionally deleted.

D. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

E. Rent shall be paid to Lessor by electronic funds transfer in accordance with the provisions of the General Clauses. Rent shall be payable to the Payee designated in the Lessor's Central Contractor Registration (CCR), now the System for Award Management (SAM). If the payee is different from the Lessor, both payee and Lessor must be registered in SAM. This registration service is free of charge.

F. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described in the paragraph entitled "The Premises,"
2. This paragraph was intentionally deleted.
3. Performance or satisfaction of all other obligations set forth in this Lease; and,

4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and Improvements required to be made thereto to meet the requirements of this Lease.

G. This paragraph was intentionally deleted.

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

- A. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with 30 days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace ██████████ screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.
- B. The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than 30 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.05 INTENTIONALLY DELETED

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (SEP 2013)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	2	A
GSA Form 3517B, General Clauses	47	B
GSA Form 3518, Representations and Certifications	10	C
Security Requirements	4	D
Program of Requirements	111	E

1.07 INTENTIONALLY DELETED