

## FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE (the "Amendment") is made this 9 Day of January, 2023 (the "Effective Date"), by and between MAINSTREAM PARTNERS IV, LLC, a Florida limited liability company, whose address is 2552 22<sup>nd</sup> Avenue N., St. Petersburg, Florida 33713 (collectively the "Landlord") and PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is c/o Real Estate Management Department, Real Property Division, 509 East Avenue South, Clearwater, Florida 33756 ("Tenant"), jointly referred to as the "Parties".

### WITNESSETH:

WHEREAS, Landlord and Tenant entered into an Industrial Building Lease with an Effective Date of October 14, 2016 (collectively with all Amendments referred to as the "Lease"), as amended by a First Amendment to Lease with an Effective Date of August 7, 2018 covering certain premises consisting of approximately 31,200 square feet as further described in Exhibit "A" "Site Plan – Pinellas County Additional Space", attached hereto and fully incorporated herein, located at 7209-7265 112<sup>th</sup> Avenue and 7200, 7204-7228 114<sup>th</sup> Avenue, Pinellas Park, Florida 33782 as further described in the Lease (the "Premises"); and

WHEREAS a Second Amendment to Lease with an Effective Date of January 8, 2019 provided for a Second Additional Space, defined as eleven (11) 2,400 square foot bay spaces were added to the Premises, thereby increasing the Premises by an additional 26,400 square feet from 31,200 square feet to a total of 57,600 square feet; and

WHEREAS, Landlord and Tenant entered into an agreement dated March 19<sup>th</sup>, 2020 for a Third Additional Space, defined as one (1) 2,400 square foot bay space was added to the Premises, thereby increasing the Premises by an additional 2,400 square feet from 57,600 square feet to a total of 60,000 square feet; and

WHEREAS, Landlord and Tenant desire to modify the Lease so as to increase the Tenant's Gross Rentable Area of the Premises, to increase the Rent (as defined in the Lease) payable by Tenant, and to change the Lease in other respects as set forth in this Amendment; and

WHEREAS, the Premises city and zip code is verified as Pinellas Park and 33773, respectively.

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

**1. PREMISES.** As of this Fourth Amendment to the Lease, the Additional Space, as defined below, the following two (2) 2,400 square foot bay spaces shall be added to the Premises, thereby increasing the Premises by an additional 4,800 square feet from 60,000 square feet to a total of 64,800 square feet:

7254 and 7262 114<sup>th</sup> Avenue, Pinellas Park, FL 33773 as shown on **Exhibit "A"** "**Premises**", attached hereto and fully incorporated herein.

**2. TERM.** Upon the full and proper execution of this Amendment, the Commencement Date shall be March 1, 2023. The Lease Term shall continue until expiration on May 31, 2024. Under Paragraph 9 of the Lease, "Renewal Option", Tenant is entitled to two (2) options to renew for additional five (5) year terms. Such option(s) shall be exercised by providing Landlord with written notice 120 days prior to the expiration of the current Lease Term.

**3. RENT.** The Parties acknowledge the Rent Schedule contained on **Exhibit "B" "RENT SCHEDULE"** will have a Commencement Date of March 1, 2023.

**4. EARLY TERMINATION.** Tenant has the option, at its discretion, to remove all or a portion of the Premises by removing all or a portion of any of the Spaces. Such option shall be exercised by providing Landlord 120 days' written notice. Rent shall be reduced in proportion to the space reduction.

**5. BROKER.** Landlord and Tenant represent that there was no broker instrumental in consummating this Amendment and that no conversations or prior negotiations were had with any broker concerning the renting of the Fourth Additional Space. The Tenant shall not be responsible for any brokerage fees.


**6. LANDLORD IMPROVEMENT WORK.** Intentionally deleted.

**7. RATIFICATION.** Except as amended by this Amendment, the terms and conditions of the Lease and subsequent First, Second and Third Amendments thereto shall continue in full force and effect and is hereby ratified in its entirety. In the event of a conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall govern the rights and obligations of the Parties.

{Signatures on following page}


IN WITNESS WHEREOF, the undersigned have executed this Amendment on the day and year first written above.

MAINSTREAM PARTNERS IV, LLC  
a Florida limited liability company  
By: Mainstream America, Inc.  
a Florida corporation, its Manager

By:   
\_\_\_\_\_  
Javier C. Meana, Managing Member

COUNTY:  
PINELLAS COUNTY, FLORIDA,

By:   
\_\_\_\_\_  
Barry Burton, County Administrator

**APPROVED AS TO FORM**  
By:   
\_\_\_\_\_  
Office of the County Attorney



**EXHIBIT "B"**

**Rent Schedule**

*Based on Increase to Rate / RSF*

**64,800 Rentable Square Footage (RSF)**

**3.00% Rental Rate Increase**

Lease Term	Rate / RSF	Annual Base Rent Due	Monthly Base Rent Due
3/1/2023	\$11.18	\$724,464.00	\$60,372.00
6/1/2023	\$11.52	\$746,496.00	\$62,208.00
6/1/2024	\$11.87	\$769,176.00	\$64,098.00
6/1/2025	\$12.23	\$792,504.00	\$66,042.00
6/1/2026	\$12.60	\$816,480.00	\$68,040.00
6/1/2027	\$12.98	\$841,104.00	\$70,092.00
6/1/2028	\$13.37	\$866,376.00	\$72,198.00
6/1/2029	\$13.77	\$892,296.00	\$74,358.00
6/1/2030	\$14.18	\$918,864.00	\$76,572.00
6/1/2031	\$14.61	\$946,728.00	\$78,894.00
6/1/2032	\$15.05	\$975,240.00	\$81,270.00
6/1/2033	\$15.50	\$1,004,400.00	\$83,700.00