

FOURTH AMENDMENT TO LEASE AGREEMENT
SHORT TERM EXTENSION AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT, is made and entered into this 28 day of November, 2018 (the "Effective Date"), by and between Ocean Terrace, L.P., a Florida limited partnership successor in interest to Zambito Enterprises, Inc., a Florida Corporation, successor in interest to HPD Starkey Lakes, LLLP, a Florida limited liability limited partnership, ("LESSOR"), and PINELLAS COUNTY, a political subdivision of the State of Florida ("LESSEE"), collectively referred to as the "Parties".

WITNESSETH

WHEREAS, the Parties entered into that certain Lease Agreement ("Lease") dated June 26, 2003, covering certain real property located at 13025 Starkey Road, Largo, Florida (the "Premises"); and

WHEREAS, the Parties entered into that certain First Amendment to Lease Agreement ("First Amendment") November 9, 2004, in which HPD Starkey Lakes, LLLP sold its interest in the leased Premises effective July 28, 2004 and assigned the Lease to the new owner, Zambito Enterprises, Inc.; and

WHEREAS, the Parties entered into that certain Second Amendment to Lease Agreement ("Second Amendment") March 23, 2009, in which the LESSOR requested the LESSEE remove from the Lease approximately 300 square feet of paved area in the southwest corner to be re-paved for designated parking spaces to be re-striped; and

WHEREAS, the Parties entered into that certain Assignment and Third Amendment to Lease Agreement ("Third Amendment") November 12, 2014, in which Zambito Enterprises, Inc. sold its interest in the leased Premises and assigned the Lease to the new owner, Ocean Terrace L.P.; and

WHEREAS, the Parties now desire to further amend the Lease to extend the lease term for an additional period of eighteen (18) months beginning May 1, 2019 and terminating October 31, 2020, hereinafter referred to as the "Renewal Period";

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby do agree as follows:

1. Commencing May 1, 2019 the Lease shall renew for an additional term of eighteen (18) months terminating October 31, 2020.
2. Commencing at the beginning of the Renewal Period, the base rent for the rentable square footage shall be in an amount equal to \$18.46 per square foot per annum or \$38,481.41 monthly.
3. Section 24. C is amended as follows:

C. Any written notice or document required or permitted to be delivered hereunder shall be delivered whether actually received or not when deposited into the United States Mail, posted prepaid, Certified or Registered Mail, addressed to the Parties hereto at the respective addresses set out below, or at such other address as they gave theretofore specified by a written notice delivered in accordance herewith.

LESSOR:

Ocean Terrace, LP
c/o JM Real Estate, Inc., As Managing Agent
2425 Pineapple Ave., Suite 108
Melbourne, FL 32935

LESSEE:

Pinellas County
Real Estate Management
Real Property Division
509 East Avenue South
Clearwater, FL 33756
ATTN: Real Property Division Manager

4. The Parties each represent and warrant one to the other that SRS National Net Lease Group ("LESSOR's Broker") is the sole broker. The Parties hereby agree to indemnify and to hold harmless against any loss, expense or liability with respect to any claims for commissions, finder's fees or brokerage fees arising from or out of any breach of the foregoing representation and warranty. LESSOR shall be responsible for paying any commission due to LESSOR's Broker in connection with this transaction pursuant to a separate written agreement between them.

The Parties hereby agree that all other terms, conditions, and provisions set forth in that certain Lease Agreement dated June 26, 2003 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to Lease Agreement to be executed on the day and year first written above.

WITNESSES:

By: Majorie Chavet
Print Name: Majorie Chavet
By: Alexandra Blanco
Print Name: Alexandra Blanco

LESSOR:

Ocean Terrace, LP
By: Carlos David Malamud-Russek
Carlos David Malamud-Russek, Managing Partner

WITNESSES:

By: Della Klug
Print Name: Della Klug
By: s/Jo Lugo
Print Name: Jo Lugo

LESSEE:

PINELLAS COUNTY, by and through its County Administrator
By: Barry A. Burton
Barry A. Burton, County Administrator

APPROVED AS TO FORM

By: Chelsea Mawdy
Office of the County Attorney