

FIRST AMENDMENT TO LEASE

This FIRST AMENDMENT TO LEASE (the "Agreement") made this _____ day of _____ 2018, by and between ANTONIO FERNANDEZ AS TRUSTEE OF THE ANTHONY FERNANDEZ IRREVOCABLE TRUST U/A/D 9/13/94 and MAINSTREAM PARTNERS IV, LLC, a Florida limited liability company, whose address is 2552 22nd Avenue N., St. Petersburg, Florida 33713 ("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").

WITNESSETH

WHEREAS Landlord and Tenant heretofore entered into a lease with an Effective Date of October 14, 2016 (the "Lease"), covering certain premises consisting of approximately 28,800 square feet as further described in Exhibit "A" of the Lease (the "Premises"), located in Pinellas Park, Florida 33782 as further described in the lease; and

WHEREAS, Landlord and Tenant desire to modify the Lease so as to increase the floor area of the Premises, to increase the "Rent" (as defined in the Lease) payable by Tenant, and to change the Lease in other respects, all as hereinafter set forth in this Agreement.

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. All capitalized terms used in this Agreement to the extent not otherwise expressly defined herein, shall have the same meanings ascribed to them as in the Lease.

2. Exhibit A attached to the Lease shall be deemed to be deleted in its entirety, and all references to Exhibit A in the Lease shall be deemed to refer to Exhibit A, attached hereto.

3. "Additional Delivery of Possession" shall be the date of full execution of this Agreement.

4. Effective as of the Additional Delivery of Possession, the size of the Premises shall be changed and increased by 2,400 square feet to a total of 31,200 square feet. The floor area hereby added to the Premises is hereinafter referred to as the "Additional Space" as shown on Exhibit A.

5. Tenant shall accept possession of the Additional Space in its present "as is" condition. However, within twenty (20) days after the date of the Additional Delivery of Possession, Landlord shall create a wall opening and install additional electrical outlets in locations in the Additional Space as shown on Exhibit G, attached hereto.

6. From and after the Additional Delivery of Possession, the Modified Gross Rent and Additional Rent shall be increased to include the Additional Space at the same rates, sums and charges currently payable by Tenant under the Lease. The new monthly payment will be \$21,397.28 subject to increases in accordance with the provisions of the Lease.

7. Landlord and Tenant represent that there was no broker instrumental in consummating this Agreement other than Commercial Partners Realty, Inc. ("Broker") and that no conversations or prior negotiations were had with any other broker concerning the renting of the Additional Space. Landlord and Tenant agree to hold each other harmless against any claims for brokerage commission or compensation arising out of any conversations or negotiations had by them with any other broker with respect to the Additional Space. Further, Landlord is solely responsible for the payment of any and all commission or other associated fees charged by the Broker.

8. Except as amended by this Agreement, the terms and conditions of the Lease 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 Agreement and the terms of the Lease, the terms of this Agreement shall govern the rights and obligations of the parties.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to the extent as allowed in the Lease, their respective successors, assigns and legal representatives.

10. This Agreement shall be construed in accordance with the laws of the State of Florida. Any action to enforce the provisions of this Agreement shall be brought in the court of competent jurisdiction in Pinellas County, Florida.

11. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts shall constitute one and the same instrument. A facsimile or Portable Document Format ("PDF") signature shall constitute an original signature and this Agreement containing the signatures (original, facsimile or PDF) of all the parties hereto is binding on such parties once such signatures are transmitted via confirmed facsimile or via electronic mail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and the year first above written.

WITNESS:

TENANT:
PINELLAS COUNTY, FLORIDA

By: _____

Print Name:

Name: By and through its Board of County Commissioners

By: _____

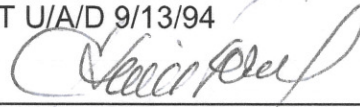
Title: Chairman

Print Name:

WITNESS (as to both):


LANDLORD:
THE ANTHONY FERNANDEZ IRREVOCABLE TRUST U/A/D 9/13/94

By: 

By: 
Name: Antonio Fernandez, Trustee

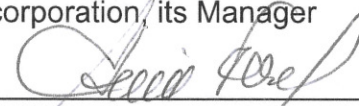
Javier C. Meana
Print Name:

Title:

By: 
Cathryn P. Wilson
Print Name:

MAINSTREAM PARTNERS IV, LLC, a Florida limited liability company

By: Mainstream America, Inc., a Florida corporation, its Manager

By: 
Antonio Fernandez, President

APPROVED AS TO FORM

By: 
Office of the County Attorney

Exhibit A

SITE PLAN – PINELLAS COUNTY ADDITIONAL SPACE
7200 114th Avenue, Largo, FL 33773

MAINSTREAM BUSINESS PARK

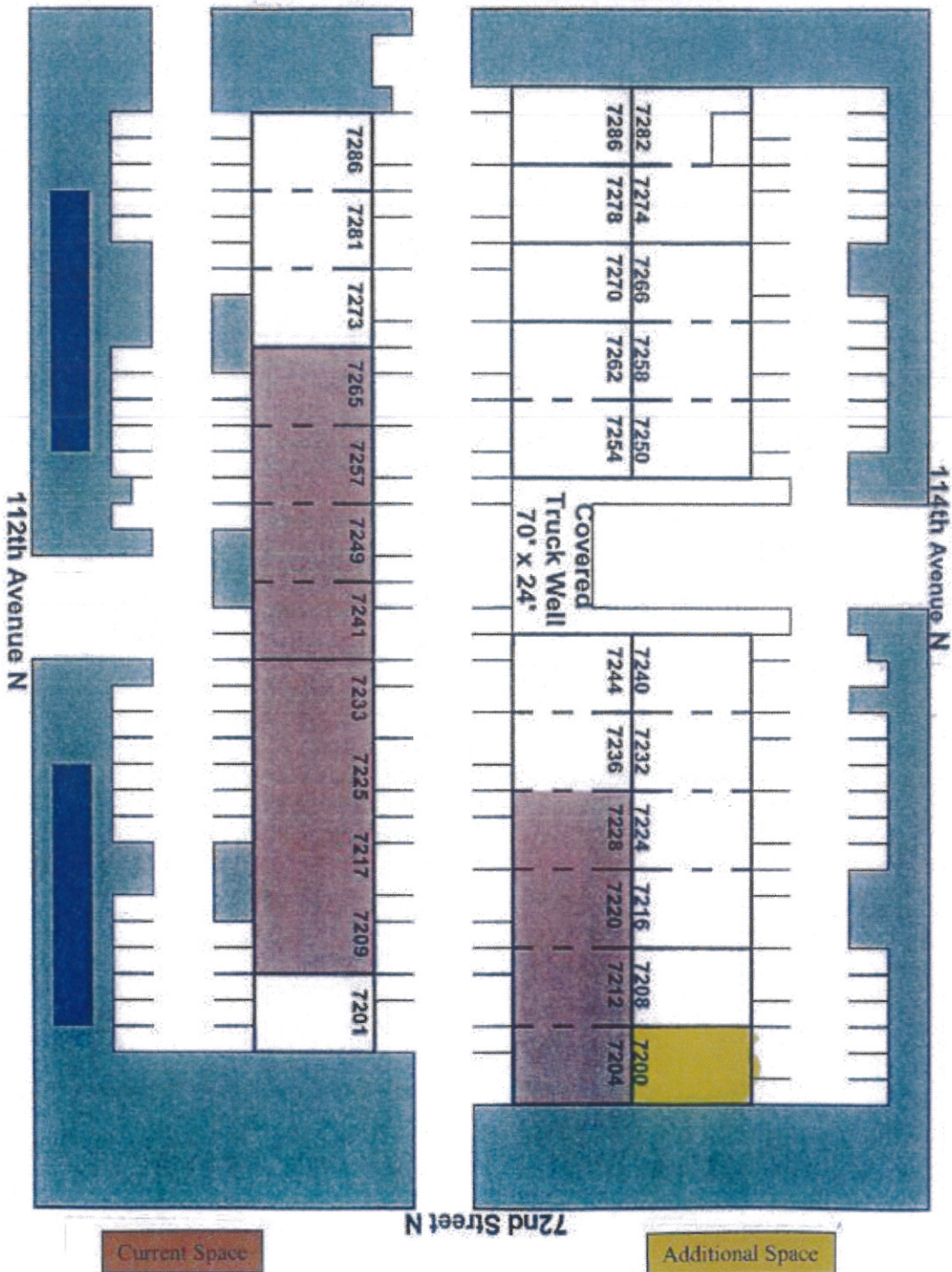


Exhibit G

Mainstream Business Park

7200

