

## FIFTH AMENDMENT TO LEASE

THIS FIFTH AMENDMENT TO LEASE (the "Amendment") is made this 2 Day of September, 2025 (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 (the "Landlord") and PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, Florida 33756 ("Tenant"), jointly referred to as the "Parties" .

### WITNESSETH:

WHEREAS, on October 14, 2016, the Parties entered into an Industrial Building Lease (collectively with all amendments thereto referred to as the "Lease") covering certain property located at 7265-7209 112<sup>th</sup> Avenue N, Pinellas Park, Florida 33782 and 7228-7204 114<sup>th</sup> Avenue N, Pinellas Park, Florida 33782 (the "Premises"); and

WHEREAS, on August 7, 2018, the Parties entered into a First Amendment to Lease that expanded the leased space to a total of approximately 31,200 square feet of leased space; and

WHEREAS, on January 8, 2019, the Parties entered into a Second Amendment to Lease that increased the Premises by an additional 26,400 square feet to a total of 57,600 square feet; and

WHEREAS, on March 19, 2020, the Parties entered into a Third Amendment to Lease increasing the Premises by an additional 2,400 square feet to a total of 60,000 square feet; and

WHEREAS, on January 9, 2023, the Parties entered into a Fourth Amendment to Lease increasing the Premises by an additional 4,800 square feet to a total of 64,800 square feet; and

WHEREAS, the Parties 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

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. RECITALS.** The above recitals are true and correct and are fully incorporated herein.

**2. PREMISES.** The following two (2) 2,400 square foot bay spaces will be added to the Premises, thereby increasing the Premises by an additional 4,800 square feet from 64,800 square feet to a total of 69,600 square feet:

7236 and 7244 114<sup>th</sup> Avenue, Pinellas Park, FL 33782 as shown on **Exhibit "A"** attached hereto and fully incorporated herein (the "Additional Space").

**3. TERM.** Upon the full and proper execution by both Parties, the terms of this Fifth Amendment will take effect on September 1, 2025. The Lease Term will continue until expiration on May 31, 2029.

**4. RENT.** The Parties acknowledge the Rent Schedule contained on **Exhibit "B" "RENT SCHEDULE"** will have a Commencement Date of September 1, 2025.

**5. 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 the Premises. Such option will be exercised by providing Landlord 120 days' written notice. Rent will be reduced in proportion to the space reduction.

**6. ADDITIONAL RENT.** Tenant agrees to pay as Additional Rent, Tenant's prorated share of Expenses. The estimate for Tenant's prorated share of Expenses, the Base Expense Year of 2017, is **\$2.15** per square foot. Following the close of each calendar year, Landlord shall provide Tenant that accounting showing in reasonable detail all computations of Additional Rent due under this section. In the event the accounting shows that the total of the monthly payments made by Tenant exceeds the amount of Additional Rent due by Tenant under this section, the accounting shall be accompanied by a refund. In the event the accounting shows that the total of the monthly payments made by Tenant is less than the amount of Additional Rent due by Tenant under this section, the account shall be accompanied by an invoice for the Additional Rent. Notwithstanding any other provision in the Agreement, during the year in which the Agreement terminates, Landlord, prior to the termination date, shall have the option to invoice Tenant for Tenant's pro rata share of the excess Expenses based upon the previous year's Expenses. If this Agreement shall terminate on a day other than the last day of a calendar year, the amount of any Additional Rent payable by Tenant applicable to the year in which such termination shall occur shall be prorated to the ratio that the termination date bears to 365. Tenant shall have the right, at its own expense and within thirty (30) days of Landlord's written notice, to audit Landlord's books relevant to the Additional Rent payable under this section.

Landlord shall deliver in writing to the Pinellas County Real Property Division, Construction & Property Management, 509 East Avenue South, Clearwater, Florida 33756, their Expenses estimate for the calendar year to Tenant no later than February 1<sup>st</sup> of each year that the Lease is in effect. Tenant agrees that any Additional Rent during the period of the start of the calendar year and the delivery of the reconciliation and estimate shall be due to Landlord no later than March 15<sup>th</sup> of that year, unless otherwise mutually agreed upon. Following that, future payments of Additional Rent shall be due on the 1<sup>st</sup> day of each month as calculated by Landlord and accepted by Tenant.

After five (5) days following the due date for payment, any past due payments for Additional Rent shall begin to accrue an eighteen percent (18%) simple interest per annum until paid in full.

**7. HVAC Repairs.** Landlord and Tenant agree to increase the annual limit on HVAC repairs by Tenant as outlined in Section 12. B. to Fifteen thousand (\$15,000.00) dollars.

**8. BROKER.** Landlord and Tenant represent that there was no broker instrumental in consummating this Amendment 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 Fifth Additional Space. The Tenant will not be responsible for any brokerage fees.

**9. RATIFICATION.** Except as amended by this Amendment, the terms and conditions of the Lease and the First, Second, Third and Fourth Amendments thereto will continue in full force and effect. In the event of a conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment will govern the rights and obligations of the Parties.

**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

Signed by:  
By: Javier C. Meana  
D2A85001FD8A466..., Managing Member

COUNTY:  
PINELLAS COUNTY, FLORIDA,

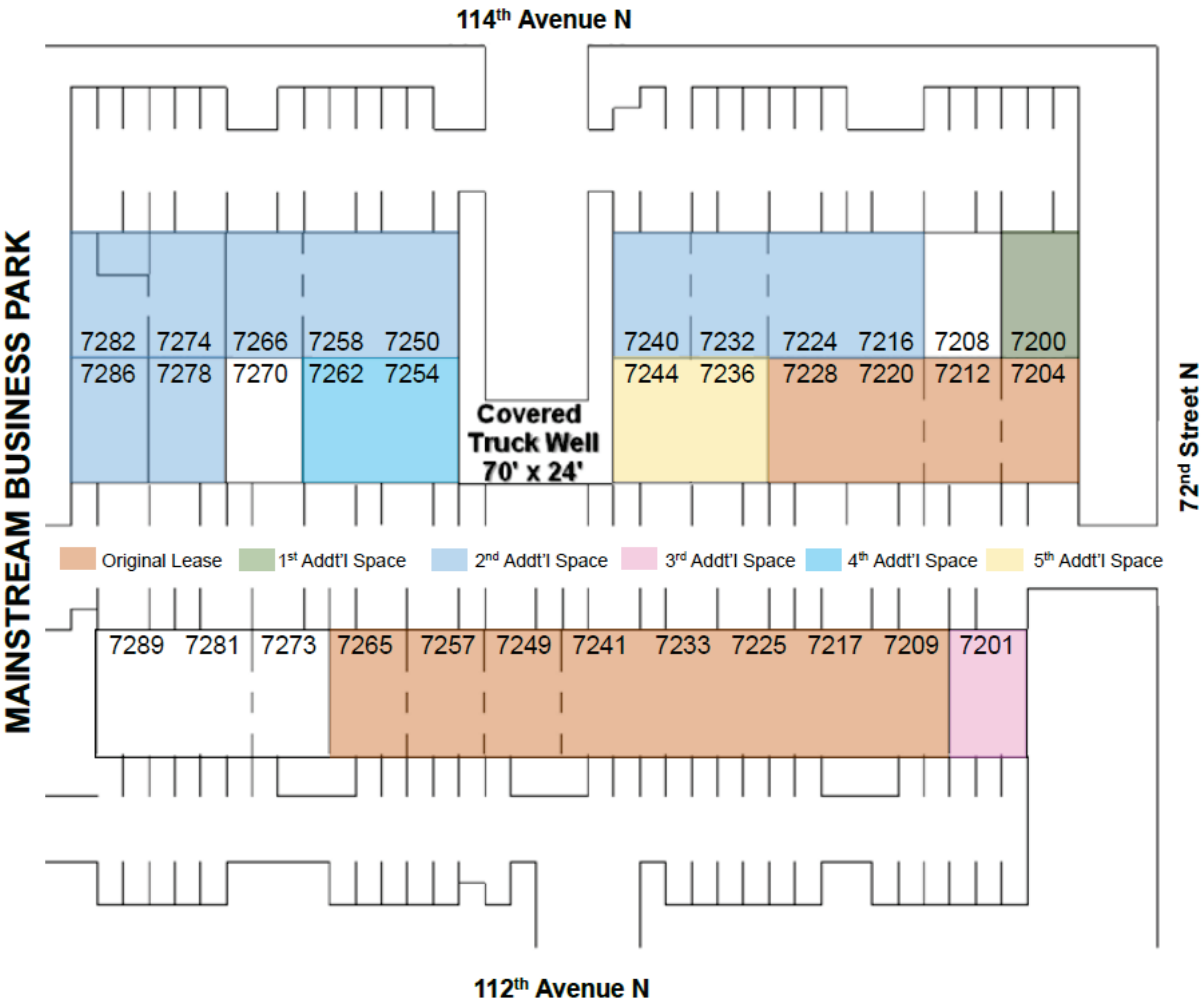
By: Barry Burton  
Barry Burton, County Administrator

APPROVED AS TO FORM

By: Maria C. White, Esq.  
Office of the County Attorney

EXHIBIT “A”

Premises



**EXHIBIT "B"**  
**Rent Schedule**

*Based on Increase to Rate / RSF*

**69,600 Rentable Square Footage (RSF)**

**3.00% Rental Rate Increase**

Lease Term	Rate / RSF	Annual Base Rent Due	Monthly Base Rent Due
9/1/2025	\$12.23	\$851,208.00	\$70,934.00
6/1/2026	\$12.60	\$876,960.00	\$73,080.00
6/1/2027	\$12.98	\$903,408.00	\$75,284.00
6/1/2028	\$13.37	\$930,552.00	\$77,546.00
6/1/2029	\$13.77	\$958,392.00	\$79,866.00
6/1/2030	\$14.18	\$986,928.00	\$82,244.00
6/1/2031	\$14.61	\$1,016,856.00	\$84,738.00
6/1/2032	\$15.05	\$1,047,480.00	\$87,290.00
6/1/2033	\$15.50	\$1,078,800.00	\$89,900.00
6/1/2034	\$15.97	\$1,111,512.00	\$92,626.00
6/1/2035	\$16.45	\$1,144,920.00	\$95,410.00
6/1/2036	\$16.94	\$1,179,024.00	\$98,252.00
6/1/2037	\$17.45	\$1,214,520.00	\$101,210.00
6/1/2038	\$17.97	\$1,250,712.00	\$104,226.00