

THIRD AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT is made this 2 day of April, 2012, between Make Us An Offer Four, LLC, hereinafter referred to as "LANDLORD", and PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH

WHEREAS, COUNTY entered into a Lease Agreement with the predecessor Landlord Highwoods/Florida Holdings, L.P., Highwoods Properties, Inc. on April 16, 2003 for office space located at 29399 U.S. Highway 19 N, Clearwater, Florida; and

WHEREAS, the parties entered into a First Amendment to Lease Agreement dated April 21, 2005 to change the name of the Landlord along with the address for mailing notices and rental payments; and

WHEREAS, the parties entered into a Second Amendment to Lease Agreement dated September 18, 2008 to extend and modify the original Lease term to an additional five (5) year term set forth here, commencing on October 1, 2008; and

WHEREAS, COUNTY desires reduce the rental amount, modify the termination language of the original Lease Agreement, and extend the term for an additional five (5) years with the ability for COUNTY to terminate after 12 months of commencement of this Third Amendment to Lease Agreement with one hundred eighty (180) days notice if a Pinellas County property becomes available to relocate to.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. COUNTY and LANDLORD agree to a new five (5) year term set forth here, commencing on April 1, 2012 and ending on March 31, 2017, and further agree that these terms and conditions supersede Paragraph 2 "TERM AND RENTAL" of the original Lease Agreement dated April 16, 2003 and subsequent amendments.
2. The annual rental rate for the first one-year term shall be \$210,962.50 payable without notice in twelve (12) equal installments on or before the first day of each month of the Lease Term and any extension of the Term. The rental rate shall be increased by \$.50 cents per square foot each year on the anniversary date.
3. The annual rental rate will now include janitorial services.
4. COUNTY may terminate this Lease at any time after April 1, 2013 if a Pinellas County Property becomes available to relocate to with 180 days written notice of intent to terminate.
5. Except to the extent specifically modified herein all other terms and conditions of the Lease shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by the respective authorized officers on the date first above written.

WITNESSES:

[Signature]

Print Name: Regina Schoemer

Heather List

Print Name: Heather List

LANDLORD:

J. Hunter Swearingen, as Receiver for the real property described in that certain Order Appointing Receiver dated July 5, 2011 in case styled: Wells Fargo Bank, N.A., et al., v. Make Us An Offer Four, LLC, Case No. 11-1753 CI, Circuit Court for Pinellas County, Florida

By: [Signature]
Hunter Swearingen

WITNESSES:

Delle Kly

Print Name: Delle Kly

Paula Gonya

Print Name: Paula Gonya

PINELLAS COUNTY, FLORIDA

By: [Signature]
Robert S. LaSala
County Administrator

Approved as to Form
Office of County Attorney

By: [Signature]
Senior Assistant County Attorney