

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (the "Amendment") is made this 19th Day of March, 2020 (the "Effective Date"), by and between JAVIER C. MEANA 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 (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, as amended by a First Amendment to Lease with an Effective Date of August 7, 2018 and

a Second Amendment to Lease with an Effective Date of January 8, 2019 (collectively referred to as the "Lease"), covering certain premises consisting of approximately 31,200 square feet as further described in Exhibit "A" "Site Plan – Pinellas County Additional Space", located at 7209-7265 112th Avenue and 7200, 7204-7228 114th Avenue, Pinellas Park, Florida 33782 as further described in the Lease (the "Premises"); and

WHEREAS Landlord and Tenant entered into an agreement dated January 8th, 2019 for a Second Additional Space Possession Commencement Date, as defined below, the following eleven (11) 2,400 square foot bay spaces shall be 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:

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 Third Amendment to Lease, Additional Space, as defined below, the following one (1) 2,400 square foot bay space shall be 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: 7201 112th Avenue, Pinellas Park, FL 33773 as shown on **Exhibit "A" "Premises"**, attached hereto.

2. **LANDLORD IMPROVEMENT WORK.** No earlier than June 1, 2020 and no later than August 30, 2020, the Landlord shall install, at Landlord's expense, new double doors and remove all carpeting in the pallet storage area as outlined on **Exhibit "C" "LANDLORD'S IMPROVEMENT WORK"**.

3. **TERM.** Upon the full and proper execution of this Amendment (the Commencement Date), the Lease Term for the additional space referenced herein shall continue as described in **Exhibit "B" "Rent Schedule"**.

4. **RENT.** The Parties acknowledge the Rent Schedule contained on **Exhibit "B" "RENT SCHEDULE"** is predicated on Landlord's Improvement Work. Effective Date is March 19, 2020.

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

6. **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 Third Additional Space. The Tenant shall not be responsible for any brokerage fees.

7. **RATIFICATION.** Except as amended by this Amendment, the terms and conditions of the Lease and subsequent First and Second 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.

WITNESSES:

Signature: *Louder E. Fernandez*
Print Name: Louder E. Fernandez

Signature: *Cathryn P. Wilson*
Print Name: Cathryn P. Wilson

LANDLORD:

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

By: *Javier C. Meana*
Javier C. Meana, Trustee

MAINSTREAM PARTNERS IV, LLC
a Florida limited liability company

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

By: *Javier C. Meana*
Javier C. Meana, Vice President

WITNESSES:

Signature: *Kirk Coby*
Print Name: Kirk Coby

Signature: _____

Print Name: _____

COUNTY:

PINELLAS COUNTY, FLORIDA,

By: *Joe Lauro*
Joe Lauro, Director

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY

By: _____
Asst. County Attorney

EXHIBIT "A"
Premises



EXHIBIT "B"

Rent Schedule

Based on Increase to Rate / RSF

60,000 Rentable Square Footage (RSF)

3.00% Rental Rate Increase

Lease Term	Rate / RSF	Annual Base Rent Due	Monthly Base Rent Due
3/19/2020	\$10.22	\$613,200.00	\$21,429.07
4/1/2020	\$10.22	\$613,200.00	\$51,100.00
6/1/2020	\$10.53	\$631,800.00	\$52,650.00
6/1/2021	\$10.85	\$651,000.00	\$54,250.00
6/1/2022	\$11.18	\$670,800.00	\$55,900.00
6/1/2023	\$11.52	\$691,200.00	\$57,600.00
6/1/2024	\$11.87	\$712,200.00	\$59,350.00
6/1/2025	\$12.23	\$733,800.00	\$61,150.00
6/1/2026	\$12.60	\$756,000.00	\$63,000.00
6/1/2027	\$12.98	\$778,800.00	\$64,900.00
6/1/2028	\$13.37	\$802,200.00	\$66,850.00
6/1/2029	\$13.77	\$826,200.00	\$68,850.00
6/1/2030	\$14.18	\$850,800.00	\$70,900.00
6/1/2031	\$14.61	\$876,600.00	\$73,050.00
6/1/2032	\$15.05	\$903,000.00	\$75,250.00
6/1/2033	\$15.50	\$930,000.00	\$77,500.00

EXHIBIT "C"
LANDLORD'S IMPROVEMENT WORK

