

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (the "Amendment") is made this ____ day of _____, 2019 (the "Effective Date"), 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 (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 (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 7204-7228 114th Avenue, Pinellas Park, Florida 33782, as further described in the Lease (the "Premises"); and

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 the 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: 7216, 7224, 7232, 7240, 7250, 7254, 7258, 7262, 7266, 7274 and 7282, 114th Avenue, Pinellas Park, FL 33773 (the "**Second Additional Space**") as shown on **Exhibit "A" "Premises"**, attached hereto. In addition, Tenant shall have access the to "Truck Well and Staging and Loading Area," as shown on Exhibit "A," for loading and unloading of vehicles and equipment and occasional deployment of emergency services. Tenant shall be responsible to repair any damage to such area caused by Tenant's use. The Exhibit "A" "Site Plan – Pinellas County Additional Space" attached to the Lease shall be deleted in its entirety and replaced with Exhibit "A" of this Amendment. Except for Landlord's Improvement Work, as further defined below, Tenant shall accept the Second Additional Space in its present "as-is" condition.

2. LANDLORD IMPROVEMENT WORK. Prior to Landlord delivering and Tenant's possession of the Second Additional Space (the "**Second Additional Space Possession Commencement Date**"), the Landlord shall substantially complete the improvements specified in the attached **Exhibit "C" "Landlord's Improvement Work"** to an extent that allows the Tenant to occupy the Premises for the purposes described herein. No later than ten (10) days after the Second Additional Space Possession Commencement Date, Landlord and Tenant shall execute Tenant's Acceptance Certificate attached hereto as **Exhibit "E" "Tenant's Acceptance Certificate"**. The Tenant's Acceptance Certificate may be signed on behalf of Tenant by its County Administrator or Director of Real Estate Management.

3. TERM. Upon the Second Additional Space Possession Commencement Date, the Lease Term shall be extended for an additional sixty (60) month period ("**Extended Term**").

4. **RENT.** The Parties acknowledge the Rent Schedule contained on **Exhibit "B" "RENT SCHEDULE"** is predicated on Landlord's Improvement Work and "Moving Expense" (as hereinafter defined) not exceeding the combined sum of \$643,432.34 ("**Landlord's Expenses**"). The Exhibit "C" "Option Term Rent" attached to the Lease shall be deleted in its entirety and replaced with Exhibit "B" of this Amendment. The Extended Term Rent shall be effective upon the Second Additional Space Possession Date.

A. In the event actual Landlord's Expenses are projected to exceed the stated amount, Landlord shall promptly notify Tenant and Tenant shall have the option to either adjust the scope of the Landlord's Improvement Work and/or the Moving Expense so as not to exceed the amount of Landlord's Expenses, or alternatively enter into an amendment to the Lease which compensates Landlord for the additional expenses.

B. **Additional Rent.** Effective as of the Second Additional Space Possession Commencement Date, Tenant shall pay to Landlord any Additional Rent increases in accordance with the terms and provisions of Section 10 of the original Lease.

C. **Moving Reimbursement.** Landlord, on behalf of Tenant, shall pay the moving contractor selected and hired by Tenant the invoiced amount of moving expenses not to exceed \$95,966.00 (the "**Moving Expense**"). Such Moving Expense payment shall be completed within 30 days after Tenant provides Landlord a copy of the Moving Expense invoice. In no event shall Landlord be deemed in privity of contract with such moving contractor or be liable for any amounts in excess of the Moving Expense, or any other claims or disputes between Tenant and its moving contractor.

5. **EARLY TERMINATION.** Tenant has the option, at its discretion, to reduce the Premises by removing all or a portion of the Second Additional Space. Such option shall be exercised by providing Landlord 120 days' written notice. Notwithstanding, in the event Tenant elects to surrender all or a portion of the Second Additional Space prior to the date Landlord is fully reimbursed the Landlord's Expenses, Tenant shall pay to Landlord the remaining unamortized portion of Landlord's Expenses as set forth in **Exhibit "D" "Amortization Schedule"**, on or prior to the date set of such surrender.

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 Second Additional Space.

7. **RATIFICATION.** Except as amended by this Amendment, 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 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: Cathryn P. Wilson

Print Name: Cathryn P. Wilson

Signature: Daniel C. Quares

Print Name: Daniel C. Quares

LANDLORD:

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

By: Antonio Fernandez
Antonio Fernandez, Trustee

MAINSTREAM PARTNERS IV, LLC
a Florida limited liability company

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

By: Antonio Fernandez
Antonio Fernandez, President

WITNESSES:

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

COUNTY:

PINELLAS COUNTY, FLORIDA,
by and through its Board of County Commissioners

By: _____
Kenneth T. Welch, Chair

APPROVED AS TO FORM

By: Chelsea Mandy
Office of the County Attorney

EXHIBIT "A"
Premises



EXHIBIT "B"
Rent Schedule

Industrial Building Lease

Lease Term	Square Feet	Rate per Square Foot	Monthly Base Rent Due	Annual Base Rent Due
1/1/2017 - 11/30/2017	28,800	\$7.99	\$19,176.00	\$230,112.00
12/1/2017 - 8/7/2018	28,800	\$8.23	\$19,752.00	\$237,024.00

First Amendment to Lease

8/7/2018-11/30/2018	31,200	8.23	\$21,398.00	\$256,776.00
12/1/2018 - Extended Term	31,200	\$8.48	\$22,048.00	\$264,576.00

Second Amendment to Lease

Extended Term

Year 1	57,600	\$10.22	\$49,056.00	\$588,672.00
Year 2	57,600	\$10.53	\$50,544.00	\$606,528.00
Year 3	57,600	\$10.85	\$52,080.00	\$624,960.00
Year 4	57,600	\$11.18	\$53,664.00	\$643,968.00
Year 5	57,600	\$11.52	\$55,296.00	\$663,552.00

Option Term 1

Year 6	57,600	\$11.87	\$56,976.00	\$683,712.00
Year 7	57,600	\$12.23	\$58,704.00	\$704,448.00
Year 8	57,600	\$12.60	\$60,480.00	\$725,760.00
Year 9	57,600	\$12.98	\$62,304.00	\$747,648.00
Year 10	57,600	\$13.37	\$64,176.00	\$770,112.00

Option Term 2

Year 11	57,600	\$13.77	\$66,096.00	\$793,152.00
Year 12	57,600	\$14.18	\$68,064.00	\$816,768.00
Year 13	57,600	\$14.61	\$70,128.00	\$841,536.00
Year 14	57,600	\$15.05	\$72,240.00	\$866,880.00
Year 15	57,600	\$15.50	\$74,400.00	\$892,800.00

EXHIBIT "C"
LANDLORD'S IMPROVEMENT WORK
Page 1 of 3

SCHFRER CONSTRUCTION OF WEST FLORIDA, LLC

JOB: MAINSTREAM BUSINESS PARK
COUNTY SPACES 7216, 7224, 7232, 7240, 7250, 7254, 7258, 7262, 7266, 7274 & 7292
114TH AVE. NORTH
PINELLAS PARK, FL

LABOR BURDEN 45.00%
STATE SALES TAX 7.00%

DATE: December 13, 2017 REVISD PER MEETING W/ COUNTY 1/4/18
October 24, 2018 REVISD PER Rich Henzel's MEETING W/ COUNTY
November 8, 2018 REVISD PER MEETING W/ COUNTY & MAINSTREAM

AREA OF BLDG.: 26400 SQ FT plus or minus

0100	GENERAL CONDITIONS	14	WEEK	UL	UM	USB	LABOR	MATRLS	SUBS	TOTAL
0101	PROJECT MANAGER	14	WEEK	250.00	0.00	0.00	5075	0	0	5075
0102	SUPERVISION	14	WEEK	1100.00	0.00	0.00	22330	0	0	22330
0106	PERMIT	0	LANDLORD	0.00	0.00	0.00	0	0	0	0
0130	ARCHITECTURAL PLANS	1	R HENZEL	0.00	0.00	3200.00	0	0	3200	3200
	MEP PLANS	1	GLEISS	0.00	0.00	0.00	0	0	0	0
0145	FUEL EXPENSE	14	WEEK	0.00	0.00	75.00	0	0	1050	1050
0146	VEHICLE	14	WEEK	0.00	0.00	125.00	0	0	1750	1750
0140	ASBESTOS SURVEY	0	EXCLUDED	0.00	0.00	0.00	0	0	0	0
0148	TEMP PHONE	14	WEEK	0.00	0.00	25.00	0	0	350	350
0149	TEMP TOILET	0	BY OWNER	0.00	0.00	0.00	0	0	0	0
0150	TEMP WATER	0	BY OWNER	0.00	0.00	0.00	0	0	0	0
0151	TEMP ELECT	0	BY OWNER	0.00	0.00	0.00	0	0	0	0
0170	DUMPSTER	4	PULLS	0.00	350.00	0.00	0	1498	0	1498
0179	FINAL CLEAN	0	OWNER	0.00	0.00	0.00	0	0	0	0
0100	TOTAL	COST PER SQ FT		1.59			27405	1498	12950	41853
		COST PER WEEK		2990						41853

0200	SITWORK / DEMOLITION	QTY	SUB/UNIT	UL	UM	USB	LABOR	MATRLS	SUBS	TOTAL
0220	DEMOLITION 7282 & 7274	476	SQ.FT	0.00	0.00	3.75	0	0	1785	1785
	DEMO FIRE WALLS	2520	SQ FT	0.00	0.00	1.50	0	0	3780	3780
	REVISED DEMO LESS BUDGET	1	ADS	0.00	0.00	28811.00	0	0	28811	28811
	CONCRETE CUTTING	1	LUMP SUM	0.00	0.00	1260.00	0	0	1260	1260
0282	FENCING	0	BY COUNTY	0.00	0.00	0.00	0	0	0	0
0237	TERMITE TREATMENT	1	MINIMUM	0.00	0.00	208.65	0	0	209	209
0200	TOTAL	COST PER SQ.FT		1.36			0	0	35845	35845
										35845

0300	CONCRETE	QTY	SUB/UNIT	UL	UM	USB	LABOR	MATRLS	SUBS	TOTAL
0380	CONCRETE MATERIAL	1	LYH	0.00	0.00	800.00	0	0	800	800
	CONCRETE LABOR	0	SUPER	0.00	0.00	0.00	0	0	0	0
		0		0.00	0.00	0.00	0	0	0	0
0300	TOTAL	COST PER SQ FT		0.03			0	0	800	800
										800

0400	MASONRY	QTY	SUB/UNIT	UL	UM	USB	LABOR	MATRLS	SUBS	TOTAL
0400	MASONRY FILL-IN	0	NONE INCL	0.00	0.00	0.00	0	0	0	0
	NEW OPENING & LINTEL	0	NONE INCL	0.00	0.00	0.00	0	0	0	0
0400	TOTAL	COST PER SQ.FT		0.00			0	0	0	0
										0

0500	STEEL	QTY	SUB/UNIT	UL	UM	USB	LABOR	MATRLS	SUBS	TOTAL
0500	STEEL & CH. FRAME	0	EACH	0.00	0.00	0.00	0	0	0	0
	RTY ROW CURBS	0	EACH	0.00	0.00	0.00	0	0	0	0
0500	TOTAL	COST PER SQ FT		0.00			0	0	0	0
										0

0600	CARPENTRY	QTY	SUB/UNIT	UL	UM	USB	LABOR	MATRLS	SUBS	TOTAL
0610	MISC WOOD REPAIR & BLOCKING	0	SUPER	0.00	0.00	0.00	0	0	0	0
0621	KITCHENETTE	1	DISTINCT	0.00	0.00	3875.00	0	0	3875	3875
0600	TOTAL	COST PER SQ FT		0.15			0	0	3875	3875
										3875

EXHIBIT "C"
LANDLORD'S IMPROVEMENT WORK
Page 2 of 3

0700	THERMAL-MOISTURE	QTY	SUB/UNIT	UL	UM	USB	LABOR	MATRLS	SUBS	TOTAL
0700	ROOFING PLUMBING VENT	1	GUESS	0.00	0.00	250.00	0	0	250	250
0700	METAL DRAINAGE ROOFING MAT. ALLOW	0	SQ FT	0.00	1.04	0.00	0	0	0	0
0780	CAULKING / SEALANTS	0	NONE INCL	0.00	0.00	0.00	0	0	0	0
0700	TOTAL	COST PER SQ FT			0.01		0	0	250	250

0800	DOORS & STOREFRONT	QTY	SUB/UNIT	UL	UM	USB	LABOR	MATRLS	SUBS	TOTAL
081	DOORS & HARDWARE 72X2	1	SOUTHERN	0.00	0.00	8,195.00	0.00	0	8,195	8,195
	KEY CARD ACCESS	2	ACTIVE	0.00	0.00	1,000.00	0.00	0	600	600
	DOORS & HARDWARE 72X2	1	SOUTHERN	0.00	0.00	761.00	0.00	0	761	761
0830	STOREFRONT IMPACT	1	PARKER	0.00	0.00	5,050.00	0.00	0	5050	5050
	WINDOW TINTING	1	WINDOW KIT	0.00	0.00	4,844.62	0.00	0	4844	4844
	PANIC DEVICE FOR EXIT ONLY	1	HARBOR	0.00	0.00	500.00	0.00	0	500	500
080	INSULATION WORK REPAIRS	2	3P DOOR	0.00	0.00	8,895.33	0.00	0	9,847	9,847
0800	TOTAL	COST PER SQ FT			1.69		0	0	44737	44737

0900	FINISHES	QTY	SUB/UNIT	UL	UM	USB	LABOR	MATRLS	SUBS	TOTAL
	FRAME & DRYWALL 72X2	1	SOUTHERN	0.00	0.00	27,900.00	0.00	0	27,900	27,900
	DRYWALL REPAIR 72X2 & 72X3	1	LUMP SUM	0.00	0.00	725.00	0.00	0	725	725
	FRAME & DRYWALL 72X2	1	SOUTHERN	0.00	0.00	8,144.00	0.00	0	8,144	8,144
	INSULATION OVER EXISTING DOORS	0	IN SOUTHERN	0.00	0.00	0.00	0.00	0	0	0
090	ACROLIC MAT WITH INSUL 72X2	2	SOUTHERN	0.00	0.00	8,264.00	0.00	0	8,264	8,264
0930	PAINTING	4120	SQ FT	0.00	0.00	0.60	0	0	2472	2472
	PAINT DOORS	15	EACH	0.00	0.00	75.00	0	0	1125	1125
0950	VCT	450	SQ FT	0.00	0.00	1.45	0	0	653	653
	VCT SHIPPING	1	LUMP SUM	0.00	0.00	120.00	0	0	120	120
	SKIM COAT FLOOR PREP	1986	SQ FT	0.00	0.00	0.45	0	0	894	894
	VINYL BASE	480	LN FT	0.00	0.00	1.25	0	0	600	600
	CARPET TILE	171	SY ALLOW	0.00	0.00	31.75	0	0	5429	5429
0900	TOTAL	COST PER SQ FT			2.13		0	0	56325	56325

1000	SPECIALTIES	QTY	SUB/UNIT	UL	UM	USB	LABOR	MATRLS	SUBS	TOTAL
1010	TOILET ACCESSORIES	2	SPECIALTY	0.00	0.00	430.00	0	0	860	860
1052	FIRE EXTINGUISHER	18	SPECIALTY	0.00	0.00	100.00	0	0	1800	1800
1040	SIGNAGE	0	BY TENANT	0.00	0.00	0.00	0	0	0	0
1000	TOTAL	COST PER SQ FT			0.10		0	0	2660	2660

1500	MECHANICAL	QTY	SUB/UNIT	UL	UM	USB	LABOR	MATRLS	SUBS	TOTAL
1530	FIRE SPRINKLERS	2400	SQ FT	0.00	0.00	2.00	0	0	4800	4800
1540	PLUMBING	3	DINAMIC	0.00	0.00	7105.00	0	0	21315	21315
	HI-LOW EWC	0	INCL	0.00	0.00	0.00	0	0	0	0
	WATER HEATER	0	INCL	0.00	0.00	0.00	0	0	0	0
	MOP SINK	1	EACH	0.00	0.00	1200.00	0	0	1200	1200
090	INSULATION OVER EXISTING	1	PRIME	0.00	0.00	13784.00	0	0	13784	13784
1500	TOTAL	COST PER SQ FT			5.12		0	0	135155	135155

1600	ELECTRICAL	QTY	SUB/UNIT	UL	UM	USB	LABOR	MATRLS	SUBS	TOTAL
1610	ELECTRICAL LUMP SUM PER SKETCH	1	J & K	0.00	0.00	143300.00	0	0	143300	143300
1610	ELECTRICAL LIGHTING	0	J & K	0.00	0.00	62100.00	0	0	0	0
	ELECTRICAL POWER TO A/C	0	J & K	0.00	0.00	52600.00	0	0	0	0
	ADD RECEPTACLES & DATA BOXES	0	J & K	0.00	0.00	1800.00	0	0	0	0
	FIRE ALARM SYSTEM	0	EXISTING	0.00	0.00	0.00	0	0	0	0
	FREE / DATA SYSTEMS	0	BY COUNTY	0.00	0.00	0.00	0	0	0	0
	SECURITY SYSTEMS	0	BY COUNTY	0.00	0.00	0.00	0	0	0	0
1600	TOTAL	COST PER SQ FT			5.43		0	0	143300	143300

TOTAL CHECKS							27405	1498	435897	464800
										464800

EXHIBIT "C"

LANDLORD'S IMPROVEMENT WORK

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CODE	DESCRIPTION	% BID	C/SF	TOTAL LABOR	TOTAL MAT	TOTAL SUBS	GRAND TOTAL
0100	GENERAL CONDITIONS	7.80%	\$1.59	27405	1498	12950	41853
0200	SITework / DEMOLITION	6.68%	\$1.36	0	0	35845	35845
0300	CONCRETE	0.15%	\$0.03	0	0	800	800
0400	MASONRY	0.00%	\$0.00	0	0	0	0
0500	STEEL	0.00%	\$0.00	0	0	0	0
0600	CARPENTRY	0.72%	\$0.15	0	0	3875	3875
0700	THERMAL-MOISTURE	0.05%	\$0.01	0	0	250	250
0800	DOORS & STOREFRONT	8.33%	\$1.69	0	0	44737	44737
0900	FINISHES	10.49%	\$2.13	0	0	56325	56325
1000	SPECIALTIES	0.50%	\$0.10	0	0	2660	2660
1500	MECHANICAL						
1530	FIRE SPRINKLERS	0.89%	\$0.18	0	0	4800	4800
1540	PLUMBING	4.19%	\$0.85	0	0	22515	22515
1550	HVAC	20.09%	\$4.08	0	0	107840	107840
1600	ELECTRICAL	26.70%	\$5.43	0	0	143300	143300
	GRAND TOTALS	86.59%	\$17.61	27405	1498	435897	464800
	GRAND TOTALS CHECKS			27405	1498	435897	464800
SUB TOTAL							\$464,800.39
	OVERHEAD	5.50%	4.76%	\$0.97	COST / SQ.FT.		\$25,564.02
	PROFIT	4.50%	4.11%	\$0.84	COST / SQ.FT.		\$22,066.40
	CONTINGENCY	5.00%	4.54%	\$0.92	COST / SQ.FT.		\$24,343.34
CONTRACT AMOUNT				100%	\$20.33	COST/SF	\$536,774.15

CONTRACTOR: SCHERER CONSTRUCTION OF WEST FLORIDA, LLC
2152 14th CIRCLE NORTH
ST. PETERSBURG, FL. 33713

CUSTOMER: MAINSTREAM PARTNERS IV LLC
2552 22nd Ave. North
St. Petersburg, Florida 33713

LABOR BURDEN: 45.00%
STATE SALES TAX: 7.50%

PROJECT: MAINSTREAM BUSINESS PARK
ADD 8' X 10' OH DOOR
UNIT #7240
114TH AVE. NORTH
PINELLAS PARK, FL.

DATE: April 16, 2018

CODE	DESCRIPTION	QTY	SUB./UNIT	UL	UM	USB	LABOR	MTLS	SUBS	TOTAL
0100	CONTRACTOR G.C.	0	NO CHARGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0134	STRUCTURAL ENGINEER	1	DEVLEN	0.00	0.00	750.00	0.00	0.00	750.00	750.00
0300	CUT & PREP OPENING IN TILT WALL	1	FMC	0.00	0.00	3,536.00	0.00	0.00	3,536.00	3,536.00
0540	STRUCTURAL STEEL	1	KONITZ	0.00	0.00	3,112.35	0.00	0.00	3,112.35	3,112.35
0840	OH DOOR MANUAL LIFT	1	OH DOOR	0.00	0.00	1,800.00	0.00	0.00	1,800.00	1,800.00
0930	PAINT	1	LUMP SUM	0.00	0.00	500.00	0.00	0.00	500.00	500.00
				0.00	0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL							\$0.00	\$0.00	\$9,698.35	\$9,698.35

SUB TOTAL			\$9,698.35
OVERHEAD	5.50%		\$533.41
PROFIT	4.50%		\$460.43
	0.00%		\$0.00
BUDGET CHANGE AMOUNT			\$10,692.19

Exhibit "D"

Amortization Schedule

Loan Amount	\$643,432.34				
Interest rate	6%				
Months	120				
Payments	\$7,143.42				
	Beginning				Ending
Timing	Balance	Payment	Principal	Interest	Balance
Year 1 - Q1	\$643,432.34	\$21,430.26	\$11,837.77	\$9,592.49	\$631,594.57
Year 1 - Q2	\$631,594.57	\$21,430.26	\$12,016.22	\$9,414.04	\$619,578.35
Year 1 - Q3	\$619,578.35	\$21,430.26	\$12,197.37	\$9,232.89	\$607,380.98
Year 1 - Q4	\$611,467.06	\$21,430.26	\$12,381.25	\$9,049.01	\$594,999.73
Year 2 - Q1	\$594,999.73	\$21,430.26	\$12,567.89	\$8,862.37	\$582,431.84
Year 2 - Q2	\$582,431.84	\$21,430.26	\$12,757.36	\$8,672.90	\$569,674.48
Year 2 - Q3	\$569,674.48	\$21,430.26	\$12,949.68	\$8,480.58	\$556,724.80
Year 2 - Q4	\$556,724.80	\$21,430.26	\$13,144.89	\$8,285.37	\$543,579.91
Year 3 - Q1	\$543,579.91	\$21,430.26	\$13,343.06	\$8,087.20	\$530,236.85
Year 3 - Q2	\$530,236.85	\$21,430.26	\$13,544.21	\$7,886.05	\$516,692.64
Year 3 - Q3	\$516,692.64	\$21,430.26	\$13,748.39	\$7,681.87	\$502,944.25
Year 3 - Q4	\$502,944.25	\$21,430.26	\$13,955.64	\$7,474.62	\$488,988.61
Year 4 - Q1	\$488,988.61	\$21,430.26	\$14,166.03	\$7,264.23	\$474,822.58
Year 4 - Q2	\$474,822.58	\$21,430.26	\$14,379.58	\$7,050.68	\$460,443.00
Year 4 - Q3	\$460,443.00	\$21,430.26	\$14,596.35	\$6,833.91	\$445,846.65
Year 4 - Q4	\$445,846.65	\$21,430.26	\$14,816.40	\$6,613.86	\$431,030.25
Year 5 - Q1	\$431,030.25	\$21,430.26	\$15,039.76	\$6,390.50	\$415,990.49
Year 5 - Q2	\$415,990.49	\$21,430.26	\$15,266.48	\$6,163.78	\$400,724.01
Year 5 - Q3	\$400,724.01	\$21,430.26	\$15,496.63	\$5,933.63	\$385,227.38
Year 5 - Q4	\$385,227.38	\$21,430.26	\$15,730.24	\$5,700.02	\$369,497.14
Year 6 - Q1	\$369,497.14	\$21,430.26	\$15,967.37	\$5,462.89	\$353,529.77
Year 6 - Q2	\$353,529.77	\$21,430.26	\$16,208.08	\$5,222.18	\$337,321.69
Year 6 - Q3	\$337,321.69	\$21,430.26	\$16,452.43	\$4,977.83	\$320,869.26
Year 6 - Q4	\$320,869.26	\$21,430.26	\$16,700.44	\$4,729.82	\$304,168.82
Year 7 - Q1	\$304,168.82	\$21,430.26	\$16,952.21	\$4,478.05	\$287,216.61
Year 7 - Q2	\$287,216.61	\$21,430.26	\$17,207.76	\$4,222.50	\$270,008.85
Year 7 - Q3	\$270,008.85	\$21,430.26	\$17,467.17	\$3,963.09	\$252,541.68
Year 7 - Q4	\$252,541.68	\$21,430.26	\$17,730.50	\$3,699.76	\$234,811.18
Year 8 - Q1	\$234,811.18	\$21,430.26	\$17,997.78	\$3,432.48	\$216,813.40
Year 8 - Q2	\$216,813.40	\$21,430.26	\$18,269.10	\$3,161.16	\$198,544.30
Year 8 - Q3	\$198,544.30	\$21,430.26	\$18,544.51	\$2,885.75	\$179,999.79
Year 8 - Q4	\$179,999.79	\$21,430.26	\$18,824.07	\$2,606.19	\$161,175.72
Year 9 - Q1	\$161,175.72	\$21,430.26	\$19,107.85	\$2,322.41	\$142,067.87
Year 9 - Q2	\$142,067.87	\$21,430.26	\$19,395.90	\$2,034.36	\$122,671.97
Year 9 - Q3	\$122,671.97	\$21,430.26	\$19,688.29	\$1,741.97	\$102,983.68
Year 9 - Q4	\$102,983.68	\$21,430.26	\$19,985.09	\$1,445.17	\$82,998.59
Year 10 - Q1	\$82,998.59	\$21,430.26	\$20,286.38	\$1,143.88	\$62,712.21
Year 10 - Q2	\$62,712.21	\$21,430.26	\$20,592.20	\$838.06	\$42,120.01
Year 10 - Q3	\$42,120.01	\$21,430.26	\$20,902.62	\$527.64	\$21,217.39
Year 10 - Q4	\$21,217.39	\$21,430.26	\$21,217.73	\$212.53	\$0.00

Exhibit "E"
Tenant's Acceptance Certificate

MAINSTREAM PARTNERS IV, LLC,
2552 22nd Avenue N.,
St. Petersburg, Florida 33713

Re: Second Amendment to Lease dated _____ by and between Landlord and Tenant for the Premises located at located at 7209-7265 112th Avenue, 7204-7228 114th Avenue, and 7216, 7224, 7232, 7240, 7250, 7254, 7258, 7262, 7266, 7274 and 7282, 114th Avenue, Pinellas Park, FL 33773, containing approximately 57,600 square feet (the "Premises").

In accordance with the terms and conditions of the Second Amendment to Lease, Tenant accepts possession of the Premises, acknowledges that the Premises are suitable for Tenant's permitted use and agrees to the following:

1. The Effective Date is _____.
2. The Second Additional Space Possession Delivery Date is _____.
3. The Anniversary Date is _____, annually until termination.

Please acknowledge your acceptance of possession and agreement to the terms set forth above by signing below.

COUNTY:
PINELLAS COUNTY, FLORIDA,

By: _____
Andrew W. Pupke, Director,
Real Estate Management

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

By: _____
Antonio Fernandez, Trustee

MAINSTREAM PARTNERS IV, LLC
a Florida limited liability company
By: Mainstream America, Inc.
a Florida corporation, its Manager

By: _____
Antonio Fernandez, President