

FIFTH AMENDMENT TO LEASE AGREEMENT

THIS FIFTH AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and entered into as of this 8th day of May, 2020, by and between **DARAYES MOBED AND GOHER MOBED** (collectively, "Landlord"), having an address of 525 E. Del Monte Avenue, Clewiston, Florida 33440, and **SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.**, a Florida not-for-profit corporation ("Tenant"), having an address of 6800 Shoppes at Plantation Drive, Suite 170, Fort Myers, FL 33912.

WITNESSETH:

WHEREAS, Tenant is the tenant under that certain Lease Agreement dated August 22, 2005, as amended by that certain Amendment to Lease Agreement dated as of February 17, 2013, that certain Amendment to Lease Agreement dated as of August 15, 2015, that certain Third Amendment to Lease Agreement dated as of June 14, 2018 and that certain Fourth Amendment to Lease Agreement dated February 26, 2019 relating to the Demised Premises at 215 South Francisco Street, Clewiston, Florida 33440 (said Lease Agreement, as amended, shall hereafter be referred to as the "Lease" and the said Demised Premises shall be hereafter be referred to as the "Premises"); and

WHEREAS, the parties desire to modify the Lease in accordance with the terms and conditions set forth herein.

NOW THEREFORE, the Parties agree as follows:

1. Recitals/Defined Terms. The above recitals are true and correct and are hereby incorporated in their entirety into this Amendment. Any capitalized term not expressly defined herein shall have the meaning set forth in the Lease.
2. Modification to Extended Term. The Extended Term (as defined in the Lease) shall expire on June 30, 2021.
3. Base Rent for the Additional Lease Year. The monthly installments of Base Rent from July 1, 2020 through June 30, 2021 shall be Five Thousand One Hundred Twenty-Two and 19/100 Dollars (\$5,122.19).
4. Option to Renew. Tenant shall have the option, but not the obligation, to renew the Lease at the expiration of the Extended Term for one (1) additional term of one (1) year ("Renewal Term"). Tenant may exercise its option for the Renewal Term by delivering written notice to Landlord not less than ninety (90) days prior to the expiration of the Extended Term (i.e., at least ninety (90) days prior to June 30, 2021). In the event Tenant so exercises its option to renew as described herein, Base Rent for the Renewal Term shall be Five Thousand Two Hundred Seventy-Five and 86/100 Dollars (\$5,275.86) per month. Such Base Rent escalation shall occur as of the first (1st) day of the Renewal Term, if applicable.
5. Conflict. Except as modified by this Amendment, all other terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between the terms and provisions of this Amendment and the Lease, the terms and provisions of this Amendment shall control and be given full force and effect.

{Signatures appear on the following page(s).}

IN WITNESS WHEREOF, this Amendment has been duly executed as of the date first written above.

WITNESSES:

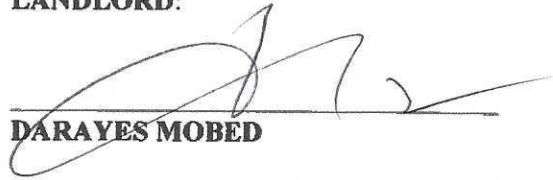
Witness #1 Print Name: _____

Witness #2 Print Name: _____

Witness #1 Print Name: _____

Witness #2 Print Name: _____

LANDLORD:


DARAYES MOBED

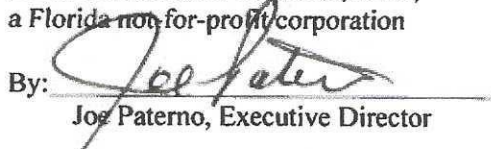
Date: 5-12-20


GOHER MOBED

Date: 5-12-20

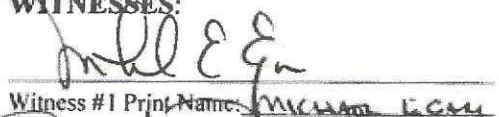
TENANT:

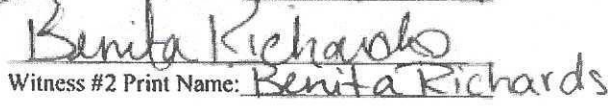
**SOUTHWEST FLORIDA WORKFORCE
DEVELOPMENT BOARD, INC.,**
a Florida not-for-profit corporation

By: 
Joe Paterno, Executive Director

Date: 5-8-2020

WITNESSES:


Witness #1 Print Name: Michael Lamy


Witness #2 Print Name: Benita Richards

Matt Stepan

From: Darayes Mobed <dgmobed@gmail.com>
Sent: Wednesday, May 13, 2020 6:43 AM
To: Matt Stepan
Subject: Re: Signed lease / Southwest Florida Workforce Development Board
Attachments: Scan_0013.pdf

Hi Matt,

We have signed the lease; agreeable with me as we discussed.

However, due to COVID and distance separation, I am having difficulty getting signatures witnessed.

Our signatures are same as last lease agreement.

Let me know if this is acceptable. I am scanning the page to you.

Thanks,

Dr. Mobed

On Mon, May 11, 2020 at 12:09 PM Matt Stepan <MattS@premiermail.net> wrote:

Dr. Mobed,

I am writing in follow up to our call last week. Attached is a signed 5th Amendment for your lease with Southwest Florida Workforce Development Board, Inc. As discussed, the lease rate will stay the same this year and then go up 3% during the renewal term.

Please return the amendment after it is properly signed and witnessed. Call me if you have any questions or wish to discuss further. Thank you again for your time and consideration.

My best,

Matt Stepan, CCIM | *Commercial Associate*

Premier Commercial, Inc. - *A Lutgert Company*

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