

THIRD AMENDMENT TO THE AGREEMENT

In accordance with the Limerock Supplier Agreement entered into on February 2, 2021, and all of its amendments (if any), collectively (the "Agreement") this Third Amendment to the Agreement (this "Amendment") is made and entered into by and between **Commercial Industrial Corp.**, whose address is 186 NW 68th Ave, Ocala, FL 34482; possessing FEIN **59-2407001**, (hereinafter referred to as "SUPPLIER") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until completion of all services required of SUPPLIER, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and SUPPLIER (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 21Q-042, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment renews the Agreement for One (1) year, effective February 1, 2024, and ending January 31, 2025 (the "Term").
3. The Parties acknowledge the Agreement expired on February 1, 2024, but in keeping with the practice of the Parties, they have continued under the Agreement, and it is their intent with this renewal to formalize that continuation.
4. Section '11' of the Agreement is modified solely to delete the email address publicrelations@marioncountyfl.org and replace it with publicrelations@marionfl.org.
5. This Amendment replaces Exhibit B, Pricing Sheet, of the Second Amendment between Parties entered on January 17, 2023, in order to provide new pricing to the Agreement per ton value with the following pricing below:

| Material Type | Total Annual Estimated Quantity (in Tons) | Unit Cost Per TON (Pick-Up only) |
|--|---|----------------------------------|
| Materials for Limerock Base | \$200,000* | \$15.00 |
| Materials for Limerock Stabilized Base | \$100,000* | \$15.00 |

* Quantities are annual estimates and are not a guaranteed minimum or maximum.

Plant/Mine Site Address: 328 Mine – 14850 CR 328, Ocala, FL 34482
Hours of Operation: 7 a.m. to 5 p.m. with a zero-hour advance notice required.

**[REMAINDER OF PAGE
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IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

G.C. Harrell 6/18/24
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

Michelle Stone 6/18/24
MICHELLE STONE DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BCC APPROVED: June 18, 2024
21Q-042-CA-03 Limerock Supplier

For: Matthew G. Minter 7/12/24
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

Robert Tanksley
SIGNATURE
ROBERT TANKSLEY
PRINTED NAME

COMMERCIAL INDUSTRIAL CORP.

Jay T. Blankenfeld 6/27/24
BY: DATE
JAY T. BLANKENFELD
PRINTED: VICE PRESIDENT
ITS: (TITLE)

WITNESS:

Chelsea Moore
SIGNATURE
Chelsea Moore.
PRINTED NAME