

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("SECOND AMENDMENT") made and entered into this 6 day of May, 2024, by and between EJB Fairways, LLC., a Florida Limited Liability Company with offices located at 5550 W Executive Drive, Suite 550, Tampa, Florida, 33609 ("LANDLORD") and PINELLAS COUNTY, a political subdivision of the State of Florida, with offices located at 315 Court Street, Clearwater, Florida, 33756 ("TENANT") and jointly referred to as the "PARTIES". The term "AGREEMENT" used throughout this SECOND AMENDMENT applies to the entirety of the AGREEMENT between the PARTIES, inclusive of all addendums, exhibits, and documents specifically incorporated by reference.

WHEREAS, LANDLORD and COUNTY entered into a Lease Agreement dated April 15, 2014, for 15,367 rentable square feet of office space at 8200 Bryan Dairy Road, Suite 200, Largo, Florida (the "Lease Agreement"); and

WHEREAS, the PARTIES entered into a First Amendment to Lease Agreement dated June 18, 2019, to extend and amend the Lease Agreement; and

WHEREAS, the PARTIES agree to further extend and amend the Lease Agreement; and

NOW, THEREFORE, in consideration of One Dollar (\$1.00), other good and valuable consideration, and the promises and covenants contained herein, the receipt and adequacy of which is hereby acknowledged the PARTIES agree to amend the Lease as follows:

1. **Amend Article 3. LEASE TERM** with the following language:

"Effective on the full execution date of the Second Amendment to Lease Agreement the Lease Term will be extended for an additional three (3) years commencing August 1, 2024 with a new termination date of July 31, 2027."

2. **Amend Article 5. BASE RENTAL** with the following language:

"Effective on the full execution date of the Second Amendment to Lease Agreement the Base Rental for the extension period will be as follows:

| | <u>Rate/SF/Year</u> | <u>Monthly</u> |
|----------------|---------------------|----------------|
| August 1, 2024 | \$24.50 | \$31,374.29 |
| August 1, 2025 | \$25.00 | \$32,014.58 |
| August 1, 2026 | \$25.50 | \$32,654.88 |

COUNTY will have two (2) 1-year renewal options available, exercisable upon written notice to LANDLORD at least one hundred eighty (180) days prior to the expiration of the current Lease term or renewal terms, whichever is applicable.

The Base Rental for the renewal options are as follows:

| | <u>Rate/SF/Year</u> | <u>Monthly</u> |
|----------------|---------------------|----------------|
| August 1, 2027 | \$26.00 | \$33,295.17 |
| August 1, 2028 | \$26.50 | \$33,935.46 |

3. Amend Article 10. REPAIRS AND ALTERATIONS BY TENANT with the following language:

"Effective on the full execution date of the Second Amendment to Lease Agreement Tenant, at Tenant's expense, shall be permitted to include Tenant's logo on the lobby name plate and install a TV monitor in the lobby to display rolling video of the St. Pete/Clearwater area, the location of the monitor to be approved by Landlord prior to installation."

4. Amend Article 7. IMPROVEMENTS TO BE MADE BY LANDLORD with the following language:

"Effective on the full execution date of the Second Amendment to Lease Agreement Landlord, at Landlord's cost, will complete the following tenant improvements:

- a. Refresh paint on COUNTY'S ten (10) allocated parking bumpers with white background and black lettering.
- b. Restrooms:
 - 1.) Patch and repaint restrooms.
 - 2.) Install floor mounted doors stops.
 - 3.) Inspect the restroom exhaust fans and replace them if not working as designed.
- c. Clean all ductwork and vents throughout the office.
- d. Clean the carpet two (2) times annually."

5. ENTIRE AGREEMENT

The AMENDMENT as hereinabove set forth, including all addendums, exhibits and riders, if any, incorporates all covenants, promises, agreements, conditions and understandings between the PARTIES. No covenant, promise, agreement, condition or understanding, either written or oral, not specifically set forth herein will be effective to alter the performance or the rights of the PARTIES as hereinbefore stated. To the extent this AMENDMENT conflicts with terms elsewhere in this AGREEMENT, the terms within this AMENDMENT will control.

Signature Page Follows

IN WITNESS THEREOF, the parties have caused this Agreement to be executed the day and year first written above.

EJB FAIRWAYS, LLC

By: _____

Date: _____

PINELLAS COUNTY, FLORIDA

By: _____

Barry Burton, County Administrator

Date: _____

May 6, 2024