

**SECOND AMENDMENT TO
STANDARD GROUND LEASE AND CONSOLIDATION AGREEMENT**

This SECOND AMENDMENT TO STANDARD GROUND LEASE AND CONSOLIDATION AGREEMENT (this "Second Amendment"), dated to be effective as of September 19, 2024 (the "Amendment Effective Date"), is executed by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida ("Lessor") and **BROOKLINE PIE ULMERTON, LLC**, a Florida limited liability company ("Lessee") (Lessor and Lessee shall sometimes be referred to herein collectively as the "Parties").

RECITALS:

A. Lessor and Lessee entered into that certain Standard Ground Lease and Consolidation Agreement, with an Effective Date of March 12, 2019 (the "Original Lease"), as amended by that certain First Amendment to Standard Ground Lease and Consolidation Agreement and Assignment of Leasehold I-A, with an Effective Date of November 21, 2023 (the "First Amendment" and together with the Original Lease, the "Lease"), for the ground lease of those certain tracts of real property located in Pinellas County, Florida, as is more particularly described therein (the "Premises").

B. The Parties now desire to amend certain terms of the Lease, according to the terms of this Second Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed, the Parties agree as follows:

AGREEMENT:

1. Recitals. The recitals are true and correct and are incorporated herein by reference.
2. Capitalized Terms. All capitalized terms used in this Second Amendment but not defined herein shall have the meaning assigned to such terms in the Lease.
3. Phase II Premises.
 - a. Acreage; Size. Notwithstanding anything in the Lease to the contrary, Lessor and Lessee hereby acknowledge and agree that the Phase II Premises consist of 11.04 acres M.O.L. (481,108 square feet).
 - b. Rental Payment. Notwithstanding anything in the Lease to the contrary, effective as of the Amendment Effective Date, the rent amount for the Phase II Premises shall be calculated based upon a total net square footage of 472,684 (which excludes the 8,424 square feet identified in the Clear Channels Billboard License Agreement with Pinellas County dated April 26, 2005). As of the Amendment Effective Date, the annual rental amount for the Phase II Premises shall be \$201,610.96 payable in equal monthly installments of \$16,800.91.

c. Rental Credit. Notwithstanding anything in the Lease to the contrary, effective as of the Amendment Effective Date, Lessee shall be entitled to a rental credit in the amount of \$75,012.42 (exclusive of sales tax) if such credit is provided before August 15, 2024 (the "Rental Credit"). The Rental Credit shall be applied to monthly installments of rent payable by Lessee under the Lease solely with respect to the Phase II Premises, starting with the first rental installment due solely with respect to the Phase II Premises following the Amendment Effective Date and thereafter to each monthly rent installment until the Rental Credit is fully exhausted, which credit shall be credited against as and when such rental payments become due and payable.

4. Exhibit Modifications. Notwithstanding anything in the Lease to the contrary, Lessor and Lessee hereby acknowledge and agree that: (i) Exhibit A attached to this Second Amendment hereby replaces (a) Exhibit A3 of the Original Lease and (b) Exhibit C of the First Amendment; (ii) Exhibit B attached to this Second Amendment hereby replaces (a) Exhibit A5 of the Original Lease and (b) Exhibit D of the First Amendment; and (iii) Exhibit C attached to this Second Amendment hereby replaces Exhibit E of the First Amendment.

5. Ratification. The Lease is hereby ratified by the Parties and except as modified hereby, the Lease shall remain in full force and effect. In the event of any conflict between the terms of the Lease and the terms of this Second Amendment, the terms of this Second Amendment shall control.

6. Severability. In case any one or more of the provisions contained in this Second Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Second Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7. Multiple Counterparts. To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereof and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

8. Entire Agreement. This Second Amendment contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any or all representations or modifications concerning this instrument shall be of no force and effect except for a subsequent modification in writing signed by the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to be effective as of the Amendment Effective Date.

LESSOR:

PINELLAS COUNTY, a political subdivision of the State of Florida

By: *Barry A. Burton*
Name: Barry A. Burton
Title: County Administrator

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing document was acknowledged before me, by means of physical presence or online notarization, this 19 day of September, 2024, by Barry Burton, as County Administrator of PINELLAS COUNTY, a political subdivision of the State of Florida, who is personally known to me or produced a valid _____ as identification.



Jo Alejandra Lugo
Notary Public

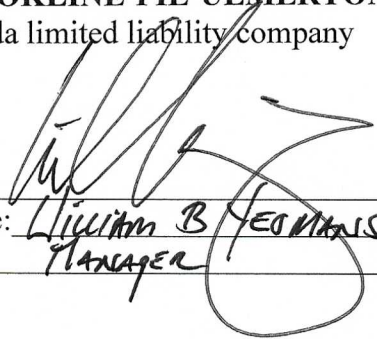
Jo Alejandra Lugo
PRINTED OR STAMPED NAME OF NOTARY
My Commission Expires:

APPROVED AS TO FORM

By: Cody J. Ward
Office of the County Attorney

LESSEE:

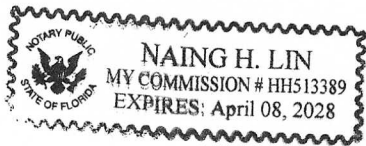
BROOKLINE PIE ULMERTON, LLC, a Florida limited liability company

By: 
Name: William B. Yeomans, Jr.
Title: MANAGER

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing document was acknowledged before me, by means of physical presence or online notarization, this 8 day of August, 2024, by William B. Yeomans, as Manager of **BROOKLINE PIE ULMERTON, LLC**, a Florida limited liability company, who is personally known to me or produced a valid _____ as identification.



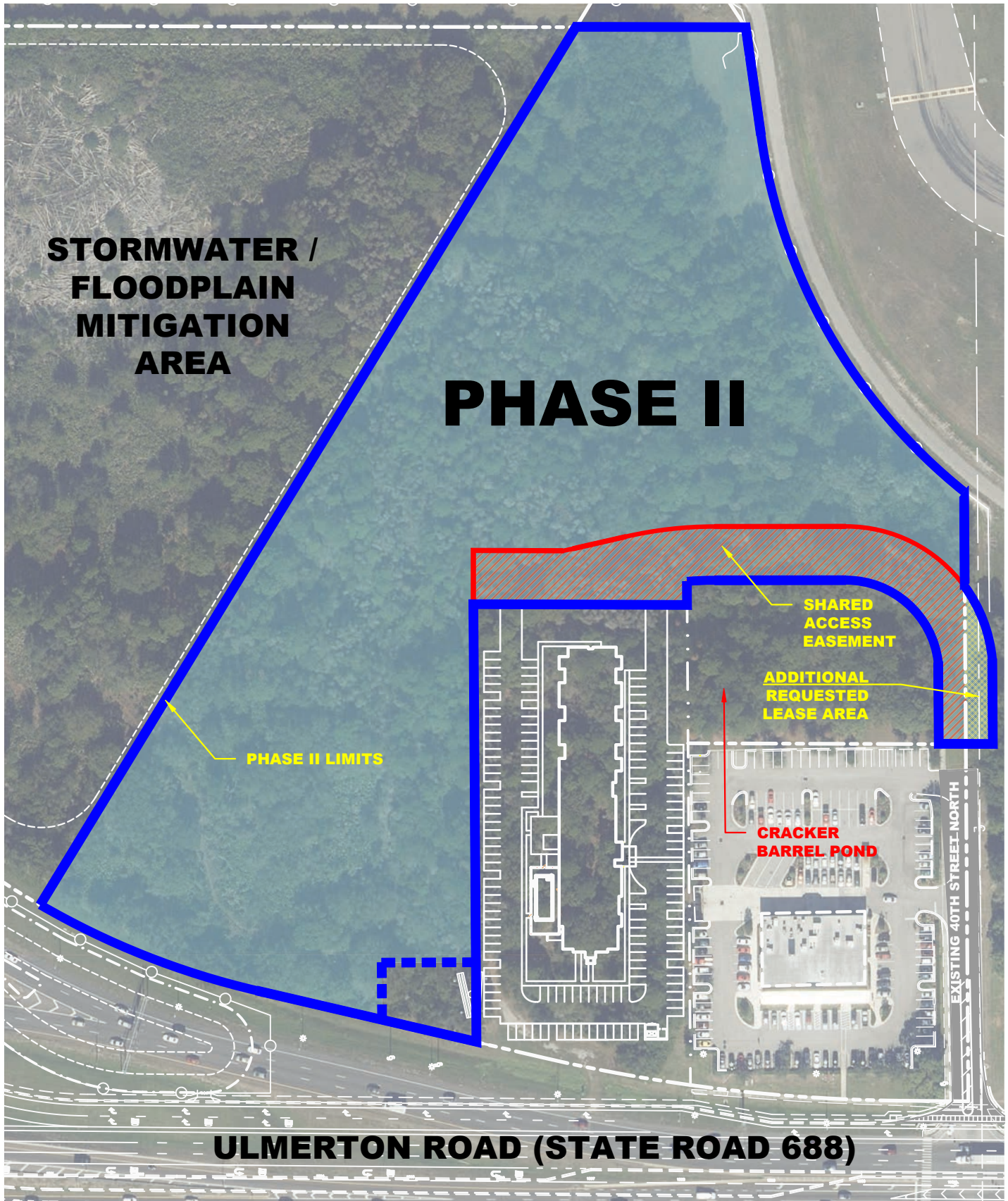


Notary Public

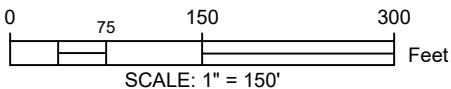
NAING H. LIN
PRINTED OR STAMPED NAME OF NOTARY
My Commission Expires: 04/08/2028

Exhibit A

Phase II Premises



PHASE II – 11.03 ACRES M.O.L. (480,572 SF)

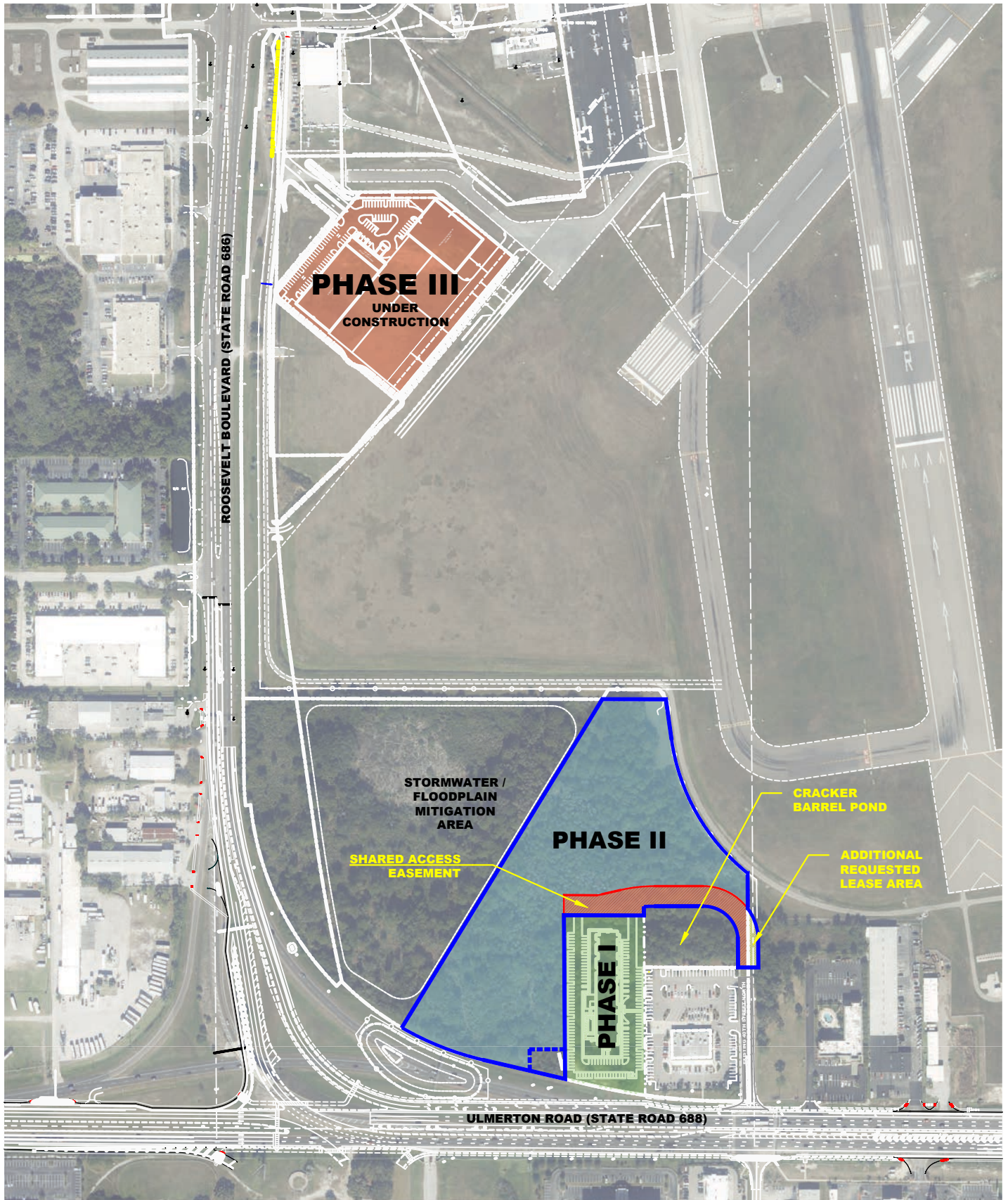


**AMENDMENT 2: EXHIBIT A - PHASE II
BROOKLINE PIE ULMERTON, LLC**

STANDARD GROUND LEASE AND CONSOLIDATION AGREEMENT
BETWEEN PINELLAS COUNTY AND BROOKLINE PIE ULMERTON, LLC

Exhibit B

Site Plan

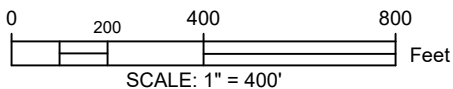
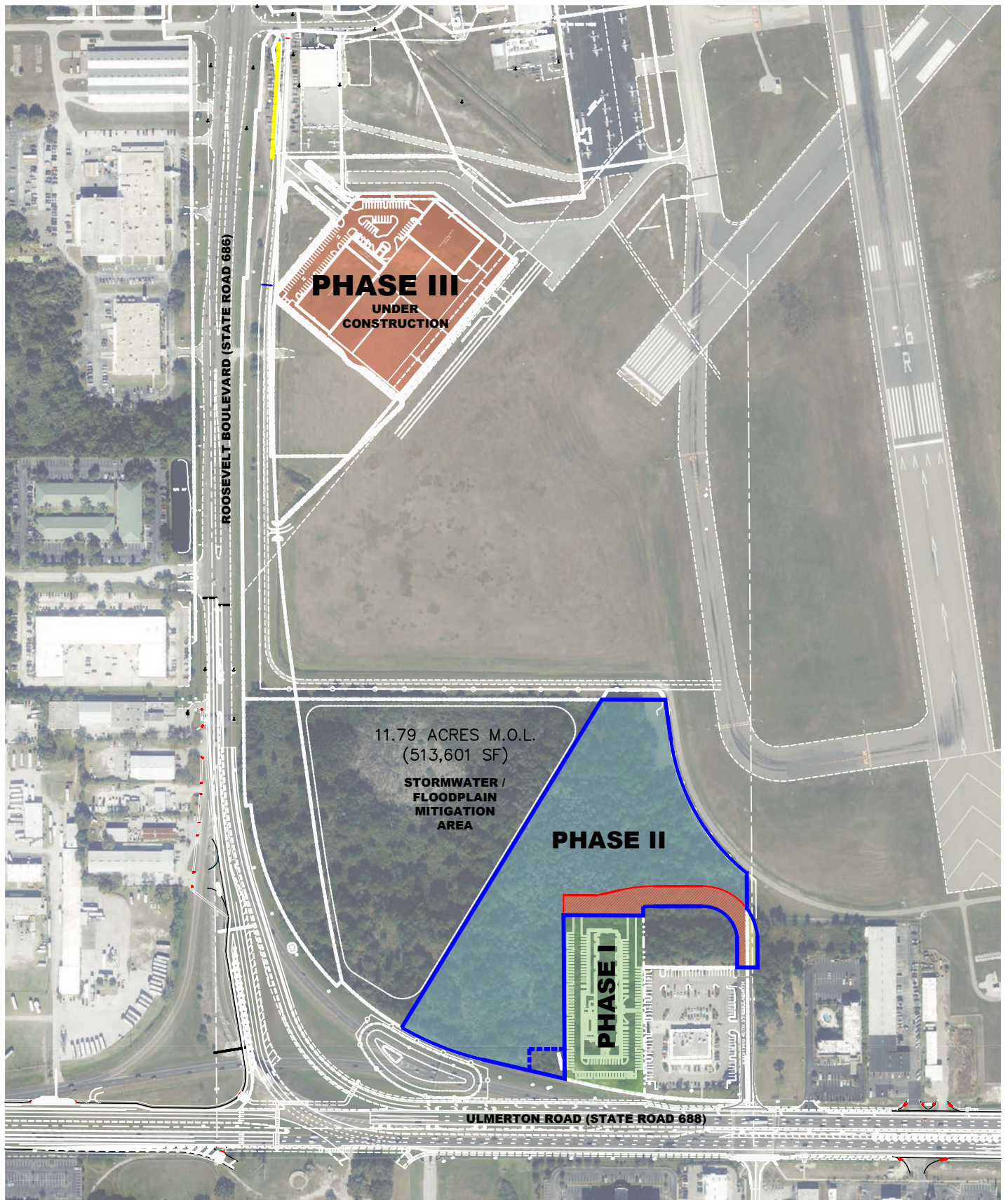


AMENDMENT 2: EXHIBIT B - SITE PLAN BROOKLINE PIE ULMERTON, LLC

STANDARD GROUND LEASE AND CONSOLIDATION AGREEMENT BETWEEN
PINELLAS COUNTY AND BROOKLINE PIE ULMERTON, LLC

Exhibit C

Storm Water and Drainage Easement Area
And Floodplain Mitigation Area



**AMENDMENT 2: EXHIBIT C - STORMWATER
MANAGEMENT/FLOODPLAIN COMPENSATION AREAS.
BROOKLINE PIE ULMERTON, LLC**

STANDARD GROUND LEASE AND CONSOLIDATION AGREEMENT BETWEEN
PINELLAS COUNTY AND BROOKLINE PIE ULMERTON, LLC