

**FIRST AMENDMENT TO
STANDARD GROUND LEASE AND CONSOLIDATION AGREEMENT
AND ASSIGNMENT OF LEASEHOLD I-A**

This FIRST AMENDMENT TO STANDARD GROUND LEASE AND CONSOLIDATION AGREEMENT AND ASSIGNMENT OF LEASEHOLD I-A (this "Amendment"), dated to be effective as of October 13th, 2023 (the "Amendment Effective Date"), is executed by and between **PINELLAS COUNTY**, a political subdivision of the State of Florida ("Lessor"), **BROOKLINE PIE ULMERTON, LLC**, a Florida limited liability company ("Lessee") and **RI CLEARWATER, LLC**, a Florida limited liability company ("Assignee") (Lessor, Lessee and Assignee 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 "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. Lessee desires to assign, transfer, convey, and deliver to Assignee Leasehold I-A (as such terms are defined in the Lease) under the Lease and Assignee desires to assume and accept an assignment of Leasehold I-A under the Lease.

C. The Parties now desire to amend certain terms of the Lease and to evidence the foregoing assignment of Leasehold I-A to Assignee, according to the terms of this 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 Amendment but not defined herein shall have the meaning assigned to such terms in the Lease.

3. Phase I Premises; Phase I-A Premises. Notwithstanding anything in the Lease to the contrary, Lessor and Lessee hereby acknowledge and agree that:

- (i) Exhibit A1 of the Lease is hereby replaced by Exhibit A attached hereto;
- (ii) the legal description of the Phase I-A Premises is set forth on Exhibit B attached hereto;
- (iv) the Phase I Premises consists of 2.779 acres M.O.L. (121,053.24 square feet); and

(v) the Phase I-A Premises consists of 2.779 acres M.O.L. (121,053.24 square feet). For the avoidance of doubt, the Phase I Premises consists entirely of the Phase I-A Premises.

4. Phase I-B Premises.

(i) Notwithstanding anything in the Lease to the contrary, the Phase I-B Premises are hereby removed from the Lease and all references to “Phase I-B Premises”, “Leasehold I-B” and “Phase I-B Term” are hereby deleted in their entirety. In addition, all corresponding Lease provisions and sections are hereby deleted in their entirety (e.g., Section 2(b)).

(ii) Notwithstanding anything in the Lease to the contrary, Section 1(i) is hereby deleted in its entirety and the following shall be inserted in lieu thereof: “Phase I – 2.779 acres M.O.L. (121,053.24 square feet), as further described in Exhibit A1, attached hereto and incorporated herein (hereinafter referred to as the “Phase I Premises”), which Phase I Premises are comprised of one subparcel or real estate referred to herein as the “Phase I-A Premises”).”

(iii) Exhibit A2 to the Lease is hereby deleted in its entirety.

5. Phase II Premises. Notwithstanding anything in the Lease to the contrary, Lessor and Lessee hereby acknowledge and agree that (i) Exhibit A3 of the Lease is hereby replaced by Exhibit C attached hereto and; and (ii) the Phase II Premises consist of 12.32 acres M.O.L. (536,605 square feet).

6. Site Plan. Notwithstanding anything in the Lease to the contrary, Exhibit A5 of the Lease is hereby replaced by Exhibit D attached hereto.

7. Rental Payments.

a. Notwithstanding anything in the Lease to the contrary, effective as of the Amendment Effective Date, the annual rental amount for the Phase I-A Premises shall be \$60,526.62, payable in equal monthly installments of \$5,043.89.

c. Notwithstanding anything in the Lease to the contrary, effective as of the Amendment Effective Date, the annual rental amount for the Phase II Premises shall be \$187,811.75 payable in equal monthly installments of \$15,650.98.

8. Grant of Easements.

a. Lessor does hereby bargain, sell, grant and convey to the Phase I-A Premises, the Phase II Premises, and their respective tenants, and for the benefit of such parties, a perpetual, non-exclusive right, privilege and easement on, over and across the areas described on Exhibit E attached hereto for the purposes of discharging storm water into the storm water management facilities to be constructed in the area designated as “Stormwater Management Area” on Exhibit E (the “Storm Water Management Facilities”), and to benefit from the flood plain mitigation facilities to be constructed in the area designated as “Floodplain Management Area” in Exhibit E (the “Floodplain Mitigation Facilities”). Lessor covenants that it shall not allow any other use of the areas described on Exhibit E without the prior written consent of Lessee and Assignee. The use of the foregoing easement shall comply with all Federal Aviation Administration regulations.

b. Lessor does hereby bargain, sell, grant and convey to the Phase I-A Premises and its contractors and subcontractors (collectively, the “Storm Water Construction Easement Parties”), and for the benefit of the Storm Water Construction Easement Parties, a temporary non-exclusive right, privilege and easement on, over and across the property owned by Lessor for the purpose of constructing the Storm Water Management Facilities and the Floodplain Mitigation Facilities. This temporary construction easement shall automatically terminate and expire and be of no further force or effect without any further action of any party on the date of completion of the Storm Water Management Facilities and the Floodplain Mitigation Facilities. The use of the foregoing easement shall comply with all Federal Aviation Administration regulations.

c. Lessor does hereby bargain, sell, grant and convey to the Phase I-A Premises, Phase II Premises and their respective contractors and subcontractors (collectively, the “Roadway Construction Easement Parties”), and for the benefit of the Roadway Construction Easement Parties, a temporary non-exclusive right, privilege and easement on, over and across the property owned by Lessor for the purpose of constructing the shared access roadway. This temporary construction easement shall automatically terminate and expire and be of no further force or effect without any further action of any party on the date of completion of the shared access roadway. The use of the foregoing easement shall comply with all Federal Aviation Administration regulations.

d. Lessor does hereby bargain, sell, grant and convey to Lessee, Assignee and their respective assignees, a perpetual, non-exclusive right, privilege and easement on, over and across the property owned by Lessor for the purpose of performing any maintenance required on the Storm Water Management Facilities or the Floodplain Mitigation Facilities.

9. Assignment of Phase I-A Premises.

a. Effective as of the Amendment Effective Date, Lessee hereby assigns, transfers, conveys, and delivers to Assignee all of Assignor’s estate, right, title and interest as lessee of Leasehold I-A, and Assignee hereby accepts the assignment, transfer, conveyance, and delivery of Lessee’s estate, rights, title and interest in, to and under Leasehold I-A, and assumes and agrees to pay, discharge, and perform when due all of Lessee’s obligations as lessee of the Leasehold I-A.

b. Assignee shall indemnify, defend and hold harmless Lessee from and against any and all claims, losses, costs, causes of action, expenses (including, but not limited to, reasonable attorneys’ fees and expenses), liabilities or damages arising from or related to Leasehold I-A, if and to the extent accruing or arising on or after the Amendment Effective Date. Lessee shall indemnify, defend and hold harmless Assignee from and against any and all claims, losses, costs, causes of action, expenses (including, but not limited to, reasonable attorneys’ fees and expenses), liabilities or damages arising from or related to Leasehold I-A, if and to the extent accruing or arising prior to the Amendment Effective Date.

10. 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 Amendment, the terms of this Amendment shall control.

11. Severability. In case any one or more of the provisions contained in this 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 Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

12. 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.

13. Entire Agreement. This 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 Amendment to be effective as of the date first listed above.

LESSOR:

PINELLAS COUNTY, a political subdivision of the State of Florida

Digitally signed by Joe Lauro
Lauro
Date: 2023.10.13 16:06:02 -04 '00'
By: Joe Lauro
Name:
Title: DIRECTOR, ADMINISTRATIVE SERVICES

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing document was acknowledged before me, by means of physical presence or online notarization, this 13th day of OCTOBER, 2023, by JOE LAURO, as DIRECTOR of **PINELLAS COUNTY**, a political subdivision of the State of Florida, who is personally known to me or produced a valid _____ as identification.

[Signature]
Notary Public



PRINTED NAME OF NOTARY
My Commission Expires:

APPROVED AS TO FORM
By: Maria C. White, Esq.
Office of the County Attorney

LESSEE:

BROOKLINE PIE ULMERTON, LLC, a Florida limited liability company

By: [Signature]
Name: Lillian S. Thomas Jr.
Title: Manager

STATE OF FLORIDA
COUNTY OF Pine Hills

The foregoing document was acknowledged before me, by means of physical presence or online notarization, this 15th day of September, 2023, by William B. Yeomans Jr. as Manager of **BROOKLINE PIE ULMERTON, LLC**, a Florida limited liability company, who is personally known to me or produced a valid Drivers License as identification.



[Signature]
Notary Public

Megan Ferguson
PRINTED OR STAMPED NAME OF NOTARY
My Commission Expires: April 12, 2027

ASSIGNEE:

RI CLEARWATER, LLC,
a Florida limited liability company

By: [Signature]
Name: CHINAG DESAI
Title: Manager

STATE OF FLORIDA

COUNTY OF DADE

The foregoing document was acknowledged before me, by means of physical presence or online notarization, this 20th day of SEPTEMBER, 2023, by CHINAG DESAI, as Manager of RI Clearwater, LLC, a Florida limited liability company, who is personally known to me or produced a valid _____ as identification.

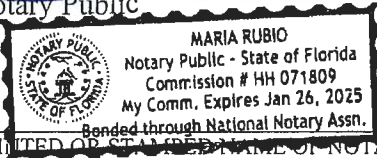
[Signature]
Notary Public

My Commission Expires:

Exhibit A

Phase I Premises

**STORMWATER /
FLOODPLAIN
MITIGATION
AREA**

**SHARED ACCESS
EASEMENT**

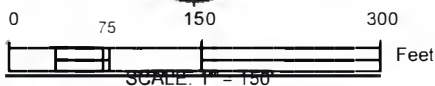
**ADDITIONAL
REQUESTED
LEASE AREA**

PHASE I

ULMERTON ROAD (STATE ROAD 688)

EXISTING 40TH STREET NORTH

PHASE I – 2.78 ACRES M.O.L. (121,048 SF)



**EXHIBIT A1 - PHASE I
BROOKLINE PIE ULMERTON, LLC**

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

Exhibit B

Legal Description of Phase I-A Premises

LEGAL DESCRIPTION:

A PORTION OF AN IRREGULAR SHAPED TRACT BEING A PORTION OF LOTS 14 AND 15, PINELLAS GROVES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 55, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, IN THE SOUTHWEST 1/4 OF SECTION 3, TOWNSHIP 30 SOUTH, RANGE 16 EAST, LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 688 (ULMERTON ROAD) AS OF MARCH 9, 2023, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 3, THENCE N89°51'17"W, ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 3, A DISTANCE OF 675.88 FEET; THENCE LEAVING SAID SOUTH LINE N00°08'43"E, A DISTANCE OF 223.73 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 688 (ULMERTON ROAD) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTIONS 15580-2601, 15120-2501 AND 15050-2538; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE S76°54'02"E, A DISTANCE OF 116.93 FEET FOR A POINT OF BEGINNING; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, N00°24'18"W, A DISTANCE OF 485.29 FEET; THENCE S89°47'41"E, A DISTANCE OF 237.01 FEET; THENCE S00°24'18"E, A DISTANCE OF 532.06 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 688; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 164.57 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADUIS OF 1824.19 FEET, CHORD BEARING N79°28'59"W AND A CHORD DISTANCE OF 164.52 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, N76°54'02"W, A DISTANCE OF 77.66 FEET BACK TO THE POINT OF BEGINNING.

CONTAINS 121,048 SQUARE FEET OR 2.779 ACRES, MORE OR LESS.

Exhibit C

Phase II Premises

**STORMWATER /
FLOODPLAIN
MITIGATION
AREA**

PHASE II

PHASE II LIMITS

SHARED
ACCESS
EASEMENT

ADDITIONAL
REQUESTED
LEASE AREA

CRACKER
BARREL POND

EXISTING 40TH STREET NORTH

ULMERTON ROAD (STATE ROAD 688)

PHASE II - 12.32 ACRES M.O.L. (536,605 SF)

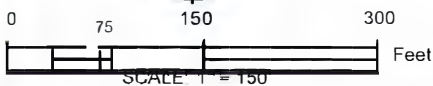
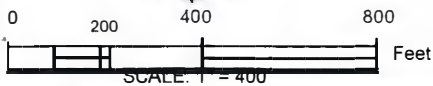


EXHIBIT A3 - PHASE II BROOKLINE PIE ULMERTON, LLC

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

Exhibit D

Site Plan



**EXHIBIT A5 - SITE PLAN
BROOKLINE PIE ULMERTON, LLC**

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

Exhibit E

Storm Water and Drainage Easement Area
And Floodplain Mitigation Area

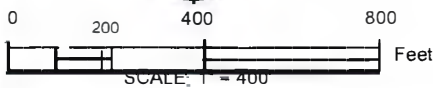


EXHIBIT A6 - STORMWATER MANAGEMENT / FLOODPLAIN COMPENSATION AREAS. BROOKLINE PIE ULMERTON, LLC

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