

SECOND AMENDMENT TO THE SECOND FLOOR LEASE

THIS AMENDMENT (the "Second Amendment") effective this 4 day of October, 2023 is hereby entered into by and between **MELROSE CLEARWATER HOLDINGS LLC** and **SOLOMON CLEARWATER HOLDINGS LLC**, Florida limited liability companies (collectively, "Landlord") and **PINELLAS COUNTY**, a political subdivision of the State of Florida ("Tenant"), jointly referred to from time to time throughout this agreement as the "Parties".

WITNESSETH:

WHEREAS, Highwoods/Florida, L.P., Highwoods Properties, Inc. ("Highwoods") and Tenant entered into that certain lease agreement with an Effective Date of April 16, 2003 (the "First Floor Lease"), for approximately 12,055 rentable square feet of office space at 29399 U.S. Hwy. 19 North Clearwater, Florida 33761 (the "Office Building"); and

WHEREAS, Highwoods thereafter sold the property and assigned its interests in the First Floor Lease to Make Us an Offer Four, LLC ("MUOS"); and

WHEREAS, Northside Square LLC, a Florida limited liability company (the "Prior Landlord"), successor in interest to MUOS, and Tenant entered into a lease, having an Effective Date of June 7, 2016 (the "Second Floor Lease") for approximately 15,275 rentable square feet of office space in Suite 200, located on the second floor of the Office Building; and

WHEREAS, the Tenant and the Prior Landlord entered into a First Amendment to the Second Floor lease, having an effective date of June 2, 2017, to combine the First Floor Lease and the Second Floor Lease into one lease agreement, and add Suite 280 to the premises (throughout this agreement, the First Floor Lease and the Second Floor Lease, as amended, modified, altered, extended, and supplemented, are collectively referred to as the "Lease"); and

WHEREAS, on or about January 14, 2020, the Office Building was sold and transferred from Prior Landlord to Landlord;

WHEREAS, on or about January 14, 2020, the Lease, together with all Prior Landlord's rights, title, and interest therein, therefrom, and thereto were assigned to Landlord; and

WHEREAS, the Tenant and Landlord desire to remove the renewal options from the Lease and extend the lease for a period of three (3) years effective January 1, 2024 and expiring on December 31, 2026; and amend and coordinate the terms as provided herein.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the Parties agree as follows:

1. Paragraph 9 of the Second Floor Lease is hereby struck in its entirety and replaced with the following: Landlord and Tenant hereby agree to extend the lease for the entire Premises (including the First Floor Premises and Suite 280) for an additional three (3) years for the period beginning January 1, 2024 and ending December 31, 2026 (the "Extension Period").

Tenant shall pay Landlord Rent during the Extension Period in accordance with the following rent schedule:

Second Floor Lease	RENTAL STRUCTURE		
SUITE 200	Term 1	Term 2	Term 3
Effective Date	1/1/2024	1/1/2025	1/1/2026
End Date	12/31/2024	12/31/2025	12/31/2026
Suite 200 Rental Rate	\$ 24.78	\$ 25.52	\$ 26.29
RSF	15,275	15,275	15,275
Annual Rent	\$ 378,514.50	\$ 389,818.00	\$ 401,512.54
Monthly Rent	\$ 31,542.88	\$ 32,484.83	\$ 33,459.38

First Floor Lease + 280			
SUITES 100 & 280	Term 1	Term 2	Term 3
Effective Date	1/1/2024	1/1/2025	1/1/2026
End Date	12/31/2024	12/31/2025	12/31/2026
Suite 100 & 280 Rental Rate	\$ 24.08	\$ 24.80	\$ 25.54
RSF	14,128.00	14,128.00	14,128.00
Annual Rent	\$ 340,202.24	\$ 350,374.40	\$ 360,885.63
Monthly Rent	\$ 28,350.19	\$ 29,197.87	\$ 30,073.80

Total Monthly Rent	\$ 59,893.06	\$ 61,682.70	\$ 63,533.18
---------------------------	--------------	--------------	--------------

If County-owned office space shall become available in the City of Clearwater for occupancy by Tenant, Tenant shall have the right to terminate this agreement during the last six (6) months of the Extension Period (July 1, 2026 through December 31, 2026) by providing a one hundred and twenty (120) day advance written notice thereof to Landlord.

2. Landlord, at Landlord's sole expense, agrees to use commercially reasonable efforts, subject to any delays due to the unavailability of parts or materials or due to the occurrence of a Force Majeure, to complete the following maintenance items:
 - a. Full maintenance service of both elevators to include servicing the system's motors, switches, generators, brakes, controls, contacts, hydraulics and pumps.
 - b. Replace (reskin) the interior paneling and flooring on both elevator cabs. The interior of both cabs has chipped laminate.

- c. Replace the exterior automated doors at the entry to Suite 100 with new automated doors.
- d. Remove the stained wallcoverings in the restrooms on both the 1st and 2nd floors and replace with tile or paint the wall so that it can be cleaned.
- e. The building common hallways to be repainted.
- f. The building carpets in the common hallways to be replaced.

Subject to the terms and conditions of this Paragraph 2, (i) items a. and b. in this Paragraph 2 shall be completed within three hundred and thirty (330) days following execution of this Agreement; (ii) item c. in this Paragraph 2 shall be completed within one hundred and eighty (180) days following execution of this Second Amendment; and (iii) items d., e. and f. in this Paragraph 2 shall be completed within one hundred and fifty (150) days following execution of this Second Amendment. As used herein, the term "Force Majeure" means any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorism, terrorist activities, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions or inactions, civil commotions, fire, flood, earthquake or other casualty, and other causes beyond the reasonable control of the Landlord.

- 3. Except as amended herein, all terms, covenants and provisions of the Lease shall be and remain in full force and effect and are hereby ratified and confirmed. 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. Unless otherwise set forth, the defined terms used in this Second Amendment shall have the same meanings as set forth in the Lease.

Signature page follows

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by the respective authorized officers on the date first above written.

TENANT:

PINELLAS COUNTY, a political subdivision of the State of Florida

By:  _____

Barry Burton, County Administrator

Date: October 4, 2023

LANDLORD:

MELROSE CLEARWATER HOLDINGS LLC

By:  _____

Date: October 2 2023

SOLOMON CLEARWATER HOLDINGS LLC

By:  _____

Date: October 2 2023