

SECOND AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT is made this 18 day of September, 2008, between MAKE US AN OFFER FOUR, LLC, a Florida Limited liability company, hereinafter referred to as "LANDLORD", and PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WITNESSETH

WHEREAS, COUNTY entered into a Lease Agreement with the predecessor Landlord Highwoods/Florida Holdings, L.P., Highwoods Properties, Inc. on April 16, 2003 for office space located at 29399 U.S. Highway 19 N, Clearwater, Florida; and

WHEREAS, the current LANDLORD, Make Us An Offer Four, LLC, a Florida limited liability company and COUNTY, entered into a First Amendment to Lease Agreement dated April 21, 2005 to change the name of the Landlord along with the address for mailing notices and rental payments; and

WHEREAS, the initial five (5) year term of the Lease Agreement is ending September 30, 2008 and a three (3) year renewal is due to commence October 1, 2008; and

WHEREAS, COUNTY desires LANDLORD to provide additional tenant improvements and LANDLORD has agreed to do so provided that the renewal period shall be extended to five (5) years rather than the current three (3) years.

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

1. COUNTY and LANDLORD agree to extend and modify the original Lease term to an additional five (5) year term set forth here, commencing on October 1, 2008 and ending on September 30, 2013, and further agree that these terms and conditions supersede Paragraph 2 "TERM AND RENTAL" of the original Lease Agreement dated April 16, 2003.
2. Annual rental redetermination will continue as provided in Paragraph 4 of the original Lease Agreement dated April 16, 2003.
3. LANDLORD agrees to construct and pay for additional tenant improvements as detailed in Exhibit A attached.


4. COUNTY may terminate this Lease at any time after September 30, 2011 with 180 days written notice of intent to terminate. In the event COUNTY terminates the Lease prior to the end of this five (5) year renewal, COUNTY is responsible to pay LANDLORD the unamortized portion of the tenant improvements in "Exhibit A". LANDLORD will provide COUNTY with a five (5) year amortization schedule based on an interest rate of six (6%) percent for the LANDLORD'S costs of the tenant improvements.

5. Except to the extent specifically modified herein all other terms and conditions of the Lease shall remain in full force and effect.

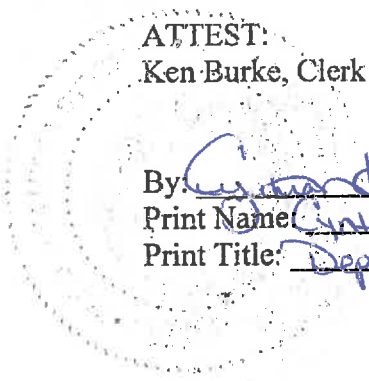

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by the respective authorized officers on the date first above written.

WITNESSES:



Print Name: Barbara Ahrendt


Print Name: John Selitsky


ATTEST:
Ken Burke, Clerk of the Court


By: 
Print Name: Cynthia N. Thurman
Print Title: Deputy Clerk

LANDLORD:
MAKE US AN OFFER FOUR, LLC

BY: 
Print Name: DAVID SPEZZA
Print Title: MANAGING MEMBER
(Corporate Seal)

TENANT:
PINELLAS COUNTY, FLORIDA
By and through its Board of County Commissioners

BY: 
Print Name: Robert B. Stewart
Print Title: Chairman, Board of County Commissioners

APPROVED AS TO FORM
OFFICE OF THE COUNTY ATTORNEY

By: 
Title: Asst. County Attorney

EXHIBIT A
Renovation List
Items for Property Owner

Flooring:

1) New Carpet:

- Commercial 26 oz. grade carpet behind all work stations, conference room, funds room, audit room, dealer work area, AAA and AA room
- All employee work areas, including under work stations
- Dealer and Audit employee work areas
- Funds room
- Conference room
- Assistant Agency Administrator Office
- Agency Administrator Office
- Carpet will remain as is in safe room
- Quarterly or Bi-Annual schedule for cleaning of the carpet

2) Floor Finishes:

- Remove and Replace VCT tile with new porcelain tile
- Customer waiting areas, including vestibule, customer area for picture taking at camera #1 (currently carpeted), dealer servicing area, ADLTS testing area, employee entrance/exit hallway, and long corridor/hallway outside of the IT room are to have 18" X 18" commercial grade porcelain tile and grout the color of dirt same as Skyway, GTB, MCSC, TS offices. Color choice up to TB and DN (depends on wall and carpet color, and existing task and customer chair colors)
- Grout for tile job that is new; it is already sealed (does not need resealing)
- VCT already in place will remain as is in IT room and employee break room
- Revise schedule of cleaning of tile-depending on recommendation of manufacturer of ceramic tile

Paint:

- Paint entire leased space, colors and finish option of lessee
- Replace baseboards in entire suite to match carpet and tile colors chosen
- Customer lobby wall area - washable paint

Parking:

- Five parking spaces allocated for "DRIVER TESTING ONLY" and "ROAD TEST ONLY" (This items has already been partially completed by John)
- Removal of Sheriff's Deputy parking sign
- Five signs for parking spaces -Two to have verbiage " DRIVER TESTING ONLY" and three to have "ROAD TEST ONLY" to match stenciling

Other:

- Fire emergency lights to be moved from area on lobby wall by station 22 - if room is built with a partial wall
- Two wide angle peep lenses (on inside) of our two exit doors- one installed in each of our two exit doors for safety
- Improve lighting in alcove, outside exit/entry door to restrooms