
SECOND AMENDMENT TO OFFICE LEASE

This Second Amendment to Office Lease (the "Second Amendment") is dated as of the 27th day of July, 2021 between the City of Brooksville, whose address is 201 North Howell Avenue, Brooksville, Florida 34601 (the "Lessor") and Hernando County, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 (the "Lessee") and the parties state:

WHEREAS, the Lessor and the Lessee entered into that certain Office Lease dated June 12, 2018 (the "Office Lease"), as amended by the Amendment to Office Lease Agreement dated February 4, 2019 (the "First Amendment") wherein the Lessor leased to the Lessee that certain real property described in the Office Lease's recitals; and,

WHEREAS, the parties desire to amend the Office Lease by extending the term and the rent schedule.

NOW THEREFORE, in consideration of mutual covenants herein contained, the parties agree as follows:

1. **Extension of Lease Term.** Section 1 of the Office Lease, Term, is hereby amended to read (deleted text shown in strike-through; added text shown underlined) as follows:

LESSEE to have and to hold the above described premises for a term of ~~three~~ six (6) years commencing the 15th day of August 2018 and terminating on the last day of August ~~2021~~ 2024, under the terms and conditions as set forth herein. However, either LESSOR or LESSEE may terminate this lease at any time by providing the non-terminating party with a written Notice of Termination at least one hundred eighty (180) days prior to the date of the intended termination.

2. **Amendment of Rent Provision.** The first paragraph of Section 3 of the Lease Agreement, Rent, is hereby amended to read (deleted text shown in strike-through; added text shown underlined) as follows:

LESSEE hereby covenants and agrees to pay, during the term hereof, to the LESSOR, in advance and beginning on the commencement date of this lease and on the first day of each and every month

thereafter for the next ~~thirty six (36)~~ seventy-two (72) month period, a ~~base rent of \$8,816.67 per month as provided in the base monthly rent chart below.~~ The monthly base rent provided to be paid above upon a rate of eleven dollars and fifty cents (\$11.50) per square foot per annum of leasable space, nine thousand two hundred square (9,200) feet occupied by LESSEE. Rent shall be paid to LESSOR at 201 Howell Avenue, Brooksville, FL 34601-2041.

<u>Year</u>	<u>Base Monthly Rental Rate</u>
<u>Year 1 (2018-2019)</u>	<u>\$8,816.67</u>
<u>Year 2 (2019-2020)</u>	<u>\$8,816.67</u>
<u>Year 3 (2020-2021)</u>	<u>\$8,816.67</u>
<u>Year 4 (2021-2022)</u>	<u>\$10,068.48</u>
<u>Year 5 (2022-2023)</u>	<u>\$10,330.26 *</u>
<u>Year 6 (2023-2024)</u>	<u>\$10,598.85 *</u>

*Increase of 2.6% Over Prior Year

3. **Conflict; Supersedes.** To the extent that this Second Amendment conflicts with any provision contained in the Office Lease, as amended by the First Amendment, then this Second Amendment shall supersede and control over such provision or provisions in conflict therewith.

4. **Full Force and Effect.** All provisions, terms, conditions, articles, paragraphs, and sections contained in the Office Lease, as amended by the First Amendment, that are not amended by, or in conflict with, this Second Amendment shall remain in full force and effect.

5. **Attorney's Fees; Venue; Waiver of Jury Trial.** Each party shall be responsible for its own costs and attorney's fees in the event of any dispute, claim, action or appeal arising from or related to the Office Lease, as amended by the First Amendment and this Second Amendment. The venue of any litigation shall be in, as appropriate, the Fifth Judicial Circuit, in and for Hernando County, Florida, or the United States District Court, Middle District of Florida, Tampa Division. Each of the parties hereto hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or related to the Office Lease, as amended by the First Amendment and this Second Amendment, or the transactions contemplated therein.

6. **Entire Agreement.** This Second Amendment contains the entire agreement of the parties as to all matters herein. No oral statements, representatives, or prior written matter relating to the subject matter herein, but not contained herein, shall have any force or effect.

7. **Modification.** No modification of the Office Lease, as amended by the First Amendment and this Second Amendment, shall be valid or binding unless such modification is in writing and duly executed by both the Lessee and the Lessor, or their respective successors or assigns.

8. **Binding Effect.** This Second Amendment shall be binding upon the respective successors, administrators, executors, heirs, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Second Amendment effective as dated above.

CITY OF BROOKSVILLE (LESSOR)

7/15/21
Date

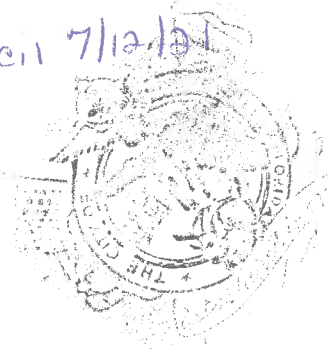
By: [Signature]
Pat Brayton
Mayor

Approved by City Council 7/12/21

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

[Signature]
City Attorney

Attest:
[Signature]
City Clerk



HERNANDO COUNTY, FLORIDA (LESSEE)

7-27-2021
Date

By: [Signature]
For John Allocco
Chairman, Board of County Commissioners

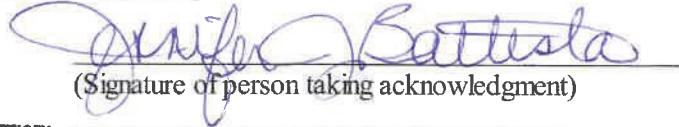
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

[Signature]
Deputy County Attorney

Verifications

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 15th day of July, 2021, by Pat Brayton, who is personally known to me or who has produced _____ as identification.



(Signature of person taking acknowledgment)



JENNIFER J. BATTISTA
Commission # HH 092842 (Name typed, printed or stamped)
Expires March 30, 2025
Bonded Thru Budget Notary Services (Title or rank) (Serial number, if any)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 27th day of July, 2021, by ^{for} John Allocco, who is personally known to me or who has produced _____ as identification.



(Signature of person taking acknowledgment)

Cheryl Carr

(Name typed, printed or stamped)

(Title or rank) (Serial number, if any)

