

SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT

THIS SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT (this "**Amendment**") is entered into as of this ___ day of November, 2023 (the "**Amendment Date**"), by and between **HAMLEG CORKSCREW, LLC**, a Florida limited liability company ("**Landlord**"), and **VILLAGE OF ESTERO**, a Florida municipal corporation ("**Tenant**").

WHEREAS, Landlord and Tenant entered into that certain Commercial Lease Agreement dated October 21, 2015, as amended by that certain First Amendment to Commercial Lease Agreement dated May 3, 2017 (collectively, the "**Lease**"), for the Premises which contains all of the 1st floor and all of the 2nd floor (Suites 200 and 210) of Condominium Unit 101, Building 303 of Phase 4, Corkscrew Palms, a Condominium, as more particularly described in the Lease; and

WHEREAS, the Lease Term originally commenced on March 1, 2016 and has an expiration date of February 29, 2024; and

WHEREAS, Landlord and Tenant desire to amend the Lease to extend the Lease Term an additional five (5) years and further amend the Lease as provided herein.

NOW THEREFORE, the parties agree as follows:

1. **Recitals; Defined Terms.** The above recitals are true and correct and are hereby incorporated in their entirety into this Amendment. Any capitalized term not expressly defined herein shall have the meaning set forth in the Lease.

2. **Completion of the Suite 210 Work.** Tenant hereby acknowledges and agrees that: (i) the Suite 210 Work has been fully and properly completed and delivered by Landlord and accepted by Tenant; (ii) all payments related to the Allowance have been made and there are no further amounts related to the Allowance that remain outstanding or owed to Tenant by Landlord; and (iii) Tenant is in possession of Suite 210 of the Building.

3. **Extension of Lease Term.** Section 2 of the Lease is hereby deleted in its entirety and restated as follows:

2. **LEASE TERM; POSSESSION.** The term of this Lease shall begin on the Rent Commencement Date and shall expire at 5:00 p.m. (Eastern Time) on the date which is thirteen (13) years thereafter (the "**Lease Term**"). Landlord and Tenant acknowledge and agree that certain obligations under various provisions of this Lease commence prior to the Rent Commencement Date and agree that this is a binding and enforceable agreement as of the Effective Date. The parties hereby acknowledge and agree that the "Rent Commencement Date" as referenced in the Lease is March 1, 2016 and the initial Lease Term expires at 5:00 p.m. (Eastern Time) on February 28, 2029.

4. **Calculation of Common Area Maintenance.** Section 8(c) of the Lease is hereby deleted in its entirety and restated as follows:

c. **Calculation of Common Area Maintenance.** The Premises consists of all of the first and second floors of the three-story Building. As such, Tenant's proportionate share of such CAM Charges shall be expressed as a fraction equal to two-thirds (2/3). Landlord reserves the right to provide separate electricity metering for the Premises in the future. In such case, the costs associated with any rewiring and installation of metering devices shall be borne by the Landlord,

and Tenant shall thereafter be billed directly by the electrical utility provider or by the Landlord for the measured electricity use for the Premises. At such time, Tenant shall be entitled to an appropriate reduction in CAM Charges. Such reduction shall be based upon the proportionate share of Tenant's CAM Charges previously assigned to electric utility usage for the Premises.

5. Renewal Term. Section 25 of the Lease is hereby deleted in its entirety and restated as follows:

25. **RENEWAL TERM**. Provided Tenant is not in default at the end of the Lease Term and has not been in default of this Lease on more than two (2) occasions in any twelve (12) month period (regardless of any applicable cure or cure period), Tenant shall, at its option, have the right to renew this Lease for two (2) additional terms of five (5) years (each, a "**Renewal Term**"), with each such Renewal Term commencing upon the expiration of the original Lease Term or prior Renewal Term, as applicable, subject, however, to the following terms and conditions:

- a. All terms and conditions of this Lease are to remain the same and in full force and effect, except that on each anniversary of the Rent Commencement Date, the Base Rent then-in effect (i.e., the Base Rent in effect immediately prior to the expiration of the Lease Term or then-current Renewal Term, as applicable) shall be increased by the greater of: (i) two and one-half percent (2.5%); or (ii) the percentage increase in the CPI, which increase shall be determined by dividing the CPI as of three (3) months prior to the beginning of the Lease Year for which the rental adjustment is to be made by the CPI as it existed three (3) months prior to the beginning of the Lease Year then ending.
- b. Tenant must notify Landlord in writing by certified or registered mail or hand delivery, at least one hundred eighty (180) days prior to the expiration of the Lease Term (or prior Renewal Term, as applicable) that Tenant intends to renew the Lease for the Renewal Term. Landlord shall have no obligation to provide any notice or reminder to Tenant of an upcoming option for a Renewal Term. Tenant's failure to timely so notify Landlord in the above manner shall automatically be deemed Tenant's waiver of Tenant's option for the Renewal Term.

6. Deletion of Purchase Option. Section 26 of the Lease (pertaining to a purchase option which has lapsed) is hereby deleted in its entirety and shall be of no further force or effect.

7. Notices. Landlord's and Tenant's notice addresses as set forth in Section 31 of the Lease are hereby deleted in their entirety and replaced with the following:

LANDLORD:

Hamleg Corkscrew, LLC
Attn: Gary Levenson, Manager
19300 Witts End
Alva, FL 33920

TENANT:

Village of Estero
Attn: Village Manager
9401 Corkscrew Palms Circle
Estero, FL 33928

With a copy to:

Coleman, Yovanovich & Koester, P.A.
Attn: Gregory L. Urbancic, Esq.
4001 Tamiami Trail North, Suite 300
Naples, FL 34103
Email: gurbancic@cyklawfirm.com

With a copy to:

Trask Daigneault, LLP
Attn: Robert M. Eschenfelder, Esq.
1001 S. Fort Harrison Ave., Suite 201
Clearwater, FL 33756
Email: rob@cityattorneys.legal

8. No Claims or Default. Landlord and Tenant hereby covenant and agree that, as of the Amendment Date, the other is not in default under the Lease and neither party has any claims against the other for any past or now existing defaults or other matter relating to or arising under the Lease.

9. Miscellaneous. Executed counter-part copies of the original of this Amendment shall be treated as if the original where so executed and shall bind the executing party and shall have the same force and effect as the original. Execution of this Amendment by facsimile or electronic transmission shall be treated as an original. Except as modified by this Amendment, all other terms and conditions of the Lease shall remain in full force and effect. In the event of a conflict between the terms and provisions of this Amendment and the Lease, the terms and provisions of this Amendment shall control and be given effect.

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IN WITNESS WHEREOF, this Amendment has been duly executed as of the date first written above.

LANDLORD:

HAMLEG CORKSCREW, LLC,
a Florida limited liability company

By: _____
Gary S. Levenson, Manager

TENANT:

VILLAGE OF ESTERO,
a Florida municipal corporation

By: _____

Print Name: _____

Title: _____