SECOND AMENDMENT TO WILSHIRE PLAZA, PHASE II LEASE

THIS SECOND AMENDMENT is made and entered into this ______ day of ______, 2025 and is to that certain Lease made and entered into on the 24th day of September, 2019, as renewed on June 22, 2021 and amended on August 22, 2023, by and between GEN CASSEL, LLC, a Florida limited liability company, whose address is 2150 SW 10th Street, Suite B, Deerfield Beach, Florida 33442, in this Second Amendment referred to as "LANDLORD", and SEMINOLE COUNTY, a Charter County and political subdivision of the State of Florida, whose address is 1101 East 1st Street, Sanford, Florida 32771, in this Amendment referred to as "TENANT".

WITNESSETH:

WHEREAS, LANDLORD's predecessor in interest, CRYSTAL BAY CLUB, LLC, and TENANT entered into the above referenced Lease Agreement on September 24, 2019, for lease of certain property located at 336 Wilshire Boulevard, Casselberry, Florida 32707 ("Leased Premises"); and

WHEREAS, the Lease Agreement, dated September 24, 2019, provided for an initial twoyear original term commencing October 1, 2019, through September 30, 2021, with two (2) renewal periods each consisting of a two year term; and

WHEREAS, the Lease Agreement, as previously amended and renewed, is currently set to expire on September 30, 2025; and

WHEREAS, Section 27 of the Lease Agreement provides that any amendments or modifications will be valid only when expressed in writing and duly signed by the parties; and

WHEREAS, LANDLORD and TENANT desire to extend the Lease Agreement for a term of three (3) years from October 1, 2025 to September 30, 2028; and

WHEREAS, LANDLORD and TENANT desire to revise Sections 8 and 33 of the Lease Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Lease, the parties agree to amend and extend the Lease as follows:

1. The foregoing recitals are true and correct and form a material part of this Second Amendment upon which the parties have relied.

2. The Lease is hereby extended for an additional three (3) year term commencing October 1, 2025, through September 30, 2028.

3. Pursuant to Section 3 of the Lease Agreement, the parties acknowledge that the required payment for the Lease will be as follows:

Year 1 - October 1, 2025 – September 30, 2026, \$4,000.00/month, \$48,000.00 /year Year 2 – October 1, 2026 – September 30, 2027, \$4,200.00/month, \$50,400.00/year Year 3 – October 1, 2027 – September 30, 2028, \$4,410.00/month, \$52,920.00/year

4. Section 8 of the Lease Agreement is amended to read as follows:

Section 8. Maintenance.

(a) TENANT, at its sole expense, shall maintain and make all repairs to the Interior of the Leased Premises and all improvements located in them that are necessary to preserve them in good order and condition, normal wear and tear excepted, including, but not limited to: wall and floor surfaces; electrical, plumbing, heating and air conditioning (HVAC) Units 3, 5, and 6, and ventilation equipment and fixtures, doors, windows, plate glass, and drains. Landlord is responsible for replacement of the HVAC system if it becomes beyond repairable condition, except that Tenant is responsible for any replacement of the HVAC system caused by Tenant's negligence or misuse of the HVAC system, including, but not limited to, the failure of Tenant to replace filters at regular intervals or otherwise maintain the HVAC system as set forth in this Lease.

(b) LANDLORD is responsible for maintaining the roof and exterior, excluding all plate glass, of the Leased Premises, except those repairs caused by TENANT's negligence or misuse of the Leased Premises. LANDLORD is responsible for management and maintenance of the common areas of the Leased Premises and for management, repairs, maintenance and replacement of the HVAC Unit 4 and any damages to TENANT, TENANT's property, or the Leased Premises caused by the HVAC Unit 4. TENANT shall use reasonable efforts to report any such damages from HVAC Unit 4 to LANDLORD by 5:00 p.m. of the next business day following the occurrence of such damages.

5. Section 33 of the Lease Agreement is amended to read as follows:

Section 33. Notices. Any notices pursuant to this Lease must be in writing and will be deemed given:

- (a) Upon actual delivery to a party at the address set forth below.
- (b) Three (3) business days after being deposited with the U.S. Postal Service, certified mail, postage prepaid, return receipt requested, or reputable overnight air courier which provides written evidence of delivery, and addressed as set forth below:

For LANDLORD:

Gen Cassel, LLC 2150 SW 10th Street, Suite B Deerfield Beach, Florida 33442 For TENANT:

Office of Real Estate Contracts and Leasing Coordinator 1101 E. First Street, Room 3140 Sanford, FL 32771-1468

6. Except as provided in this Second Amendment, all terms and conditions of the Lease

shall remain in full force and effect for the full term of the Lease Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment for the purposes

stated above.

GEN CASSEL LLC a Florida Limited Liability Company

By: Unified Property Management, LLC a Florida Limited Liability Company its Managing Member

By:

Print Name: Aaron Goldberg

Title: Authorized Signatory

Date: 6/30/2025

[Balance of this page intentionally blank; signatory page continues on page 5.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

By:______ JAY ZEMBOWER, Chairman

Date:_____

 \Box

As authorized for execution by the Board of County Commissioners at its _____, 202____, regular meeting.

GRANT MALOY Clerk to the Board of County Commissioners of Seminole County, Florida.

For the use and reliance Seminole County only.

Approved as to form and

County Attorney

legal sufficiency.

AFL/sfa 06/27/2025 T:\Users\alanius\Leases\11550\Wilshire Clerk of Court Second Amendment & Renewal rev1.docx

Seminole County Renewal

Final Audit Report

2025-06-30

Created:	2025-06-30
By:	Tahira Myers (tahira@genevagp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMYG9mfluWFtpn7Hpd1PkNz2dQbif8Oat

"Seminole County Renewal" History

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