

LEASE RENEWAL

This Lease Renewal, made and entered into this ____ day of August, 2025, by and between 2275 BISCAYNE HOLDINGS, LLC, a Florida limited liability company, having an address of 151 N Nob Hill Road, Suite 290, Plantation, FL 33324 (hereinafter referred to as “Landlord”) and MARION COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as “Tenant”).

WITNESSETH

WHEREAS, the predecessors in interest to Landlord and Tenant entered into that certain Lease Agreement dated September 7, 2010; subsequent Lease Addendum dated June 16, 2015; and subsequent Lease Renewal dated October 15, 2020; which was sold at a mortgage foreclosure sale by the Marion County Clerk of the Circuit Court on March 11, 2022 and said real property, improvements located thereon and leases were transferred to Landlord by that certain Certificate of Title dated March 22, 2022, and recorded on March 23, 2022 in Official Records Book 7731 at Page 1286 of the Public Records of Marion County, Florida, including the demised premises known as Units 601B/602 of the Spruce Creek Shoppes (formerly known as Spruce Creek Terrace Shoppes) located at 17860 SE 109th Avenue, Summerfield, FL 34491, being approximately 2,145 square feet in area (hereinafter collectively referred to as the “Lease”).

WHEREAS, the Landlord and Tenant desire to renew the Lease pursuant to the terms and conditions hereof.

NOW THEREFORE, in exchange for good and valuable consideration, the sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants herein contained,

the parties hereto agree as follows:

1. Lease Term: For a period of five (5) years from October 1, 2025 through September 30, 2030.

2. Lease Extensions: Upon Tenant's request the term of this lease may be extended for two (2) successive period(s) of sixty (60) months each, upon approval of the Landlord. Landlord may set new rates in an agreement between the parties reached prior to Landlord's approval for any lease extensions. Landlord's approval is at Landlord's sole discretion. *Tenant shall notify Landlord in writing **no later than six (6) months prior** to the end of the original term and/or previous lease extension that it elects that said term not be so extended, and in such event the term of this Lease shall expire in accordance with such notice.*

3. Lease Payment Amount: Tenant shall pay to Landlord as base rent for the demised premises in legal tender of the United States a monthly minimum rental, of \$20.00 per square foot for the first year. Base rent shall adjust annually pursuant to Section 6 and Section 7 of the Lease Agreement dated September 7, 2010, as amended and renewed. The proportionate share of the cost of Landlord's Operating Expenses shall continue to be set each calendar year pursuant to Section 21 of the Lease Agreement dated September 7, 2010, as amended and renewed.

3. After one year has elapsed, Marion County may terminate the Lease upon six (6) months written notice.

4. Section 54 of the Lease is hereby amended to provide that any notice and/or service of process to be made by delivery of the same to: Marion County Tax Collector, 503 NE 25th Avenue, Ocala, FL 34471 with a copy to the Marion County Board of County Commissioners c/o Marion County Attorney's Office, 601 SE 25th Avenue, Ocala, FL 34471.

All remaining portions of Section 54 remain as stated therein.

5. It is expressly agreed and understood that tenant is a public entity and that all obligations assumed herein for payment of monies are expressly made subject to Tenant's appropriation of same in the budget of Marion County.

6. Except as expressly modified herein, all other terms and conditions specified in the Lease will remain in full force and effect. If there shall be any conflict between any provision contained in this Lease Renewal and the provisions of the Lease, the provisions of this Lease Renewal shall control.

DATED this ____ day of August, 2025.

Witnesses as to Landlord:

Name: _____
Address: _____

Name: _____
Address: _____

ATTEST: as to Chairman

BY: _____
Gregory C. Harrell, Clerk

Approved as to form and legal sufficiency

Matthew "Guy" Minter
County Attorney

LANDLORD:

2275 Biscayne Holdings, LLC

BY: _____
Francisco Escalante
Authorized Member

TENANT:

Marion County, Florida
Board of County Commissioners

By: _____
Kathy Bryant, Chair