

**SECOND AMENDMENT
TO LEASE AGREEMENT WITH**

**HOBE SOUND-1, LLC
AND
MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS**

THIS SECOND AMENDMENT TO LEASE AGREEMENT, made this ____ day of _____, 2026, between **HOBE SOUND-1, LLC**, a Florida limited liability company, having its principal office at 3323 NE 163 Street, PH 704, North Miami Beach, FL 33160 (hereinafter referred to as the “LANDLORD”) and **MARTIN COUNTY**, a political subdivision of the State of Florida, having its principal office at 2401 SE Monterey Rd., Stuart, Florida, 34996 (hereinafter referred to as the “TENANT”).

RECITALS:

WHEREAS, LANDLORD and TENANT, entered into a Lease Agreement dated July 27, 2004 (hereinafter the “Lease”), for that certain premises located in Island Crossing Shopping Center-Phase 2, in Hobe Sound, Florida, as more particularly described in the Lease, with a ten (10) year term, with two (2) consecutive renewal terms of five (5) years each; and

WHEREAS, LANDLORD and TENANT, entered into a First Amendment to Lease Agreement (hereinafter the “First Amendment”), dated August 15, 2016, whereby TENANT exercised the option to extend the term of the Lease through October 31, 2021; and

WHEREAS, the First Amendment acknowledged TENANT’s option to extend the term of the Lease for an additional five (5) years through October 31, 2026, which TENANT exercised by way of written notice to LANDLORD provided on February 19, 2021;

WHEREAS, LANDLORD and TENANT, now desire to amend the Lease to further extend the term through October 31, 2031, on the same terms and conditions as set forth in the original Lease.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Defined Terms.** LANDLORD and TENANT acknowledge and agree that the foregoing recitals are true, correct and fully binding upon them in all respects, which recitals are in their entirety hereby incorporated into this Second Amendment. All capitalized terms used herein and not otherwise defined in the Amendment shall have the meaning ascribed to such terms in the Lease.

2. **Term.** LANDLORD and TENANT agree to extend the term of the First Amendment to Lease for an additional five (5) years (years 21-25), commencing on November 1, 2026, and expiring on October 31, 2031.

3. **Rent.** The Annual minimum rent, per Section 19.01 of the LEASE, for the five (5) years (years 21-25) term shall be \$166,907.40.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Second Amendment to Lease upon the terms and conditions stated on the day and year first written above.

TENANT:

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

SEBASTIAN FOX,
SENIOR ASSISTANT COUNTY ATTORNEY

LANDLORD:

HOBE SOUND-1, LLC, a Florida limited liability company

WITNESSES:

Signature

Joel Eidelstein, Managing Member

Print name

Print Address

Signature

Print name

Print Address

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Joel Eldelstein, who is the Managing Member of HOBE SOUND-1, LLC, a Florida limited liability company, on behalf of said entity () by means of () physical presence or () online notarization. He is () personally known to me or () has produced _____ as identification.

Notary Public, State of _____
Print Name: _____
My Commission Expires: _____