

**THIRD AMENDMENT TO LEASE AGREEMENT BETWEEN OKALOOSA
COUNTY (LESSOR) AND DR. RODNEY ELMORE AND DR. ANA SANTANA D/B/A/
CENTER FOR NEUROPSYCHOLOGICAL SERVICES (LESSEE)
L21-0488-WS**

This Third Amendment is made and entered into this 21st day of May, 2024, which hereby amends the Lease Agreement between Okaloosa County (“Lessor”) and Dr. Rodney Elmore and Dr. Ana Santana d/b/a Center for Neuropsychological Services (“Lessee”) for the premises located at the Okaloosa County Water and Sewer Building at 1804 Lewis Turner Blvd., Suite 400, Fort Walton Beach, Florida 32547 (“Lease Agreement”).

WITNESSETH:

WHEREAS, on January 4, 2021, the parties entered into the Lease Agreement with an expiration date of July 31, 2021 for space on the 4th floor of the Okaloosa County Water and Sewer Building located at 1804 Lewis Turner Blvd, Fort Walton Beach Florida 32547 (hereinafter “Water and Sewer Building”); and

WHEREAS, the parties entered into the First Amendment to the Lease Agreement on June 15, 2021, to extend the term of the Lease Agreement to July 31, 2026 and to address the future relocation of Lessee’s premises; and

WHEREAS, the parties entered into the Second Amendment to the Lease Agreement on August 3, 2021, removing certain relocation requirements from the First Amendment, allowing for the Lessee to remain in their existing location (on the 4th floor of the Water and Sewer Building), and includes a rent increase of 3% on August 1 of each year; and

WHEREAS, Lessee has brought to the County’s attention that it no longer needs the full 2,659 square feet that it currently leases but would instead desire to relocate to a smaller space within the Okaloosa County Water and Sewer Building; and

WHEREAS, Lessor finds this an opportunity to swap spaces with Lessee so that Lessor’s Water and Sewer Department administrative staff may now be located on the same floor (4th floor) making for a more efficient use of space; and

WHEREAS, the Lessee is desirous and the County finds it in the best interest of the public of relocating Lessee from the 4th floor of Water and Sewer Building, to the 2nd floor of the Water and Sewer Building in an exchange of space between Lessee and Lessor; and; and

WHEREAS, both parties are agreeable under the terms provided in this Third Amendment.

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the executing parties consent to and agree as follows:

1. Section 1.1 of the Lease Agreement is hereby modified as follows:

**CONTRACT:L21-0488-WS
Center for Neuropsychological Services
Lease of Suite 400 at W& S Building
EXPIRES:07/31/2026**

1.1 Lessor does hereby lease certain office space located on the Second ~~Fourth~~ floor of the Okaloosa County Water & Sewer Building, 1804 Lewis Turner Blvd., Suite 200 ~~400~~, Fort Walton Beach, FL 32547, as indicated in the attached and incorporated Exhibit A, ("Leased Premises"), which is approximately 1,155 net ~~2,659~~ square feet, to Lessee for the following purposes:

a. Office Space on Second ~~Fourth~~ Floor of the Okaloosa County Water & Sewer Building of Leased Premises.

b. Together with the right to use in common with Lessor, its employees, invites, and customers, and Lessor's other tenants and their employees, invites, and customers, the parking areas provided by the Lessor, its successors, or assigns, in the designated areas for the parking of automobiles, which are contiguous to the building in which the leased premises are located; provided that the Lessor retains the right to make reasonable rules and regulations with reference to the use of said parking area, including the right to provide for certain reserved parking as, from time to time, determined by the Lessor, and particularly provided that employees, agents, and principals of Lessee shall park in designated areas so as to assure Lessor's other tenants and Lessor's customers and visitors convenient and proximate parking contiguous to the building or buildings in which its tenants are located.;

c. Lessee acknowledges that Lessee has inspected the leased premises and hereby accepts same in "as is" condition, and (2) Lessor has made no warranties and/or representations regarding the condition of the leased premises.

d. No other use is authorized for any portion of the Lease Premises.

2. Section 4.1 of the Lease Agreement is hereby modified as follows:

4.1 Lessee hereby covenants and agrees to pay to the Lessor at 1804 Lewis Turner Blvd., Suite 300, Fort Walton Beach, FL 32547, or at such other place as the Lessor may from time to time designate in writing, as rental for said premises during the term of this Lease, a monthly rental, payable in advance, beginning on the first day of commencement of this Lease (initial month is prorated) and continuing on the first day of each month thereafter for the entire term of this Lease as follows:

(a) Effective June 1, 2024, rent is \$1,537.62 ~~\$3,102.00~~ per month, plus any associated real property tax and Florida State Sales Tax, during the term of this Lease;

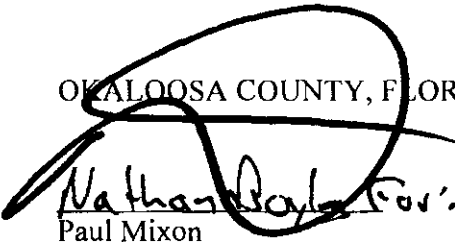
(b) Late Fee a sum equal to 10% of any rent not received by Lessor within ten (10) days of the due date thereof.

Lessee shall be required to pay to Lessor, in addition to the amounts above, any sales or rental taxes which are applicable to this lease.

3. Lessee must vacate the 4th floor and be relocated to the 2nd floor of the Water and Sewer building no later than July 1, 2024. Floor transition will occur during June 2024.
4. All other terms and conditions of the Lease Agreement, the First Amendment and the Second Amendments shall remain in full force and effect.

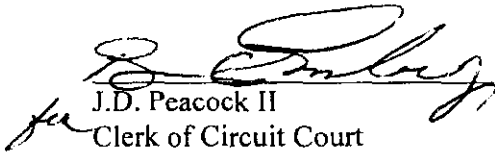
IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment on the day and year first written above.

OKALOOSA COUNTY, FLORIDA

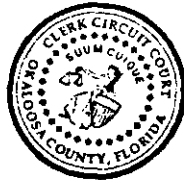


Paul Mixon
Chairman, Board of County Commissioners

ATTEST:



J.D. Peacock II
Clerk of Circuit Court



CENTER FOR NEUROPSYCHOLOGICAL SERVICES

[Handwritten Signature]

Dr. Rodney Elmore

[Handwritten Signature]

Dr. Ana Santana

WITNESSES:

[Handwritten Signature]
[Handwritten Signature]

STATE OF FLORIDA }
COUNTY OF OKALOOSA }

I HEREBY CERTIFY that on this day, the foregoing instrument was acknowledged before me, by means of physical presence or ___ online notarization, this 13th day of May, 2024, by Dr. Elmore & Dr. Santana of Center for Neuropsychological Services who is personally known to me or who has/have produced Driver Licenses as identification. an officer duly authorized in the State aforesaid and in the county aforesaid to take.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of May, A.D., 2024.

[Handwritten Signature]
Notary Public
(Stamp)



