

First Amendment to Lease Agreement between Landlord, Real Estate Acquisitions for Children, LLC, Landlord and the Children’s Trust of Alachua County, Tenant, dated May 21, 2020.

Whereas, the Landlord and Tenant, Parties to that Lease Agreement dated May 21, 2020, desire to amend that lease agreement to include the lease of the entire building,

Now, therefore, in Consideration of the mutual promises herein, the parties agree to amend said Lease Agreement, as follows, leaving all non-amended clauses of said Lease Agreement intact.

- A. SECTION 1** of the agreement, “**LEASE OF PREMISES**” is deleted in its entirety and replaced with the following language:

Landlord hereby leases to Tenant the following described space in the building located at 802 NW 5th Avenue, Gainesville, Florida (the “Building”): Ground floor office space known as Suite 100, and the second-floor office space known as Suite 200, together consisting of approximately 5,200 square feet, (the “Premises”) as well as the adjacent parking lot. This Lease Amendment shall be recorded in the Public Records of Alachua County, Florida by the Tenant, at its sole cost, within five (5) days of execution of same.

- B. SECTION 3** of the agreement “**TERM OF LEASE AND SURRENDER OF PREMISES**” is deleted in its entirety and replace with the following language:

Commencing on July 1, 2021, Tenant shall lease the Premises for the continuation of the initial term of the Lease through September 30, 2023, with the option to renew for additional one-year terms, under the same terms and conditions as this Lease Amendment, subject to rent increases as specified in Exhibit “A”. Tenant shall notify the Landlord, in writing, not less than 90 days prior to the end of the initial lease term whether Tenant desires to extend the initial term of this lease or will be vacating the Premises at the end of the initial lease term. On or before the date Tenant vacates the Premises, Tenant must remove its furniture, movable equipment and other personal property not attached to the Premises. Anything not removed on or before the date Tenant vacates the Premises will become the property of the Landlord. Upon vacating the Premises, Tenant agrees to deliver to Landlord all keys to the Premises and to surrender the Premises immediately and in good order and condition, excepting reasonable wear and tear, and return to the Landlord all tangible personal property supplied by Landlord to Tenant other than Tenant’s own personal property.

- C. SECTION 4** of the agreement, “**RENT**” is deleted in its entirety and replaced with the following language:

“Tenant agrees to pay base monthly rent of, \$ 2,375.00 from July 1, 2020 through June 30, 2021. The tenant agrees to pay base monthly rent of \$6,300 for the remainder of the lease, beginning July 1, 2021. This Base Rent for any extension of this Lease will be as provided in Exhibit” A”. The Base Rent, together with applicable sales tax, and any ad valorem tax that may be assessed against the premises shall be payable as described in Exhibit “A” which is attached hereto and incorporated herein by reference.

In addition to Rent, Tenant shall also pay to Landlord all sales tax, if any, payable by Landlord as a result of the receipt of the Rent. So long as Tenant maintains its tax-exempt status, sales taxes shall not be due on the rents, but Tenant shall be required to provide Landlord with a proper exemption certificate during the term of the Lease as a condition to such waiver of collection.

The Base Rent, sales tax, property taxes only to the extent that they may be applied to a lease by a governmental entity as described in Section 18, and any other charges, fees or amounts due from the Tenant to the Landlord under the terms of this Lease are hereinafter collectively referred to as “Rent.” Payments are due on the 1st day of the month. For payments made on or after the 10th day of the month, Landlord shall assess a late fee of five percent (5%) of the Base Rent due for that month. The late fee is intended to compensate Landlord for administrative expenses associated with responding to late payment and shall not be considered liquidated damages or interest. Non-payment or delay in the payment of Rent beyond thirty (30) days from the due date will be deemed a default of this Lease and shall be grounds for termination of this Lease. **Payments shall be made payable to “Real Estate Acquisitions for Children, LLC” and delivered to: Finance Department, 5950 NW 1st Place, Suite A, Gainesville, FL, 32607.**

D. SECTION 5 of the agreement, **“USE/MAINTENANCE AND REPAIR”** shall be deleted in its entirety and replaced with the following language:

A. Use. Tenant shall use the Premises exclusively for office use and no other purpose. Should the Tenant desire to use the Premises for any other purpose, the use must be pre-approved in writing by Landlord. Tenant’s taking possession of the Premises shall be conclusive evidence of Tenant’s acceptance thereof in good order and satisfactory condition. Tenant agrees that Landlord has made no representations respecting the condition of the Premises; that Landlord has made no representations as to conformance with applicable laws respecting the condition of the Premises or the presence or absence of Hazardous Substances (as defined in Section 16) in, at, under, above or abutting the Premises; that no warranties or guarantees, expressed or implied, with respect to workmanship or any defects in material have been given; and that no promise to decorate, alter, repair or improve the premises either before or after the execution hereof have been made by Landlord or its agents to Tenant unless the same are contained herein. Tenant shall create no public nuisance or allow a public nuisance to be created in or from the Premises, Building or Property. Tenant shall not store, manufacture or sell any explosives, flammables or other inherently dangerous substances, chemicals, things or devices from the Premises. Tenant shall not conduct any trade, business or occupation that is unlawful.

Tenant shall maintain compliance with all relevant federal, state, and local laws, rules and regulations. Tenant shall promptly report any damage, necessary repairs or maintenance to the Landlord.

B. Maintenance and Repair.

1. Tenant Responsibilities. Tenant shall be responsible for the routine maintenance of windows, interior walls, mechanical, electrical, plumbing, light fixtures, floor, and floor coverings in the condition as existed on the first day of the Lease term. Tenant shall also be responsible for all repairs, replacement, and maintenance in connection with damage or loss to the Premises, fixtures, and improvements resulting from acts, omissions or negligence of the Tenant, or the Tenant's employees, agents, licensees, tenants or invitees. In addition, Tenant shall repair all damage caused by the installation or removal of furniture, fixtures, or property permitted under this Lease to be removed from the Premises, or which may be placed thereon by Tenant. All such repairs shall be made in a good, workmanlike manner. In the event of Tenant's failure to make repairs within a reasonable period of time, or in the event that the repairs are inadequate, the Landlord may elect to make such repairs and perform such maintenance and the Tenant shall pay to the Landlord, upon demand, the reasonable costs of such repairs and maintenance.
2. Landlord Responsibilities. Landlord shall be responsible for the maintenance and repair of the roof, exterior walls, exterior windows, structural portions of the building, and the maintenance and repair or replacement of the HVAC. All repairs not addressed herein and not caused by the acts, omissions or negligence of the Tenant or its employees, agents, licensees, patrons, guests or invitees, shall be the responsibility of Landlord. The Landlord shall also be responsible for lawn care, elevator maintenance, the security system, and any ad valorem taxes.

Any rules and regulations appended to this Lease are hereby made a part of this Lease, and Tenant agrees to comply with and observe the same. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations and to adopt and promulgate additional rules and regulations applicable to the Premises, Building and the Property. Notice of such additional rules and regulations, amendments and supplements, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all such rules and regulations, and amendments thereto and supplements thereof, provided the same shall apply uniformly to all tenants of the Building.

C. LEED Certification/Sustainability.

1. The Landlord has been granted a LEED Silver Certification for the Building. In furtherance of the certification and Landlord's focus on sustainability (environmental,

economic and social), the Tenant shall comply with the LEED/sustainability requirements specified in Exhibit "B" attached to and made part of this Lease.

E. SECTION 6 of the agreement, **UTILITIES and SERVICES**, shall be deleted in its entirety and replaced with the following language:

A. Utilities and Services Not Included. This lease is for the rental of the described premises only. Landlord shall not provide any utilities or services, including electric, water, sewer, pest control or janitorial services for the leased premises.

B. Electric, water and sewer services. The premises are served by a meter that solely measures the electric, water and sewer services consumed by the described premises, Suite 100 and Suite 200. Tenant shall transfer the account for Suite 200 into its name to be effective July 1, 2021. Should the utility provider, Gainesville Regional Utilities (GRU), be unable to transfer the account effective July 1, 2021, Tenant shall reimburse Landlord for all usage recorded between July 1, 2021 and the effective date the utility account is transferred to Tenant.

C. Tenant shall pay all utility bills within the time allowed by GRU as a condition of this lease. In the event Tenant's utility bills remain unpaid for two consecutive billing cycles, such event will constitute a breach of this lease.

F. Exhibit A of the agreement shall be deleted in its entirety and replaced with a new **Exhibit A**, attached hereto and incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the day and year first above written.

Signed, sealed and delivered
In the presence of the following witnesses:

LANDLORD:
REACH, LLC

Print Name:_____

Name: Stephen Pennypacker
Title: President/CEO

Print Name:_____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this ____ day of _____, by Stephen Pennypacker, as the President/CEO of REACH, a Limited Liability Corporation of the State of Florida, and who has acknowledged that he has executed the same on behalf of REACH, LLC, and that he was authorized to do so. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Signed, sealed and delivered
In the presence of the following witnesses:

**TENANT:
CHILDREN'S TRUST OF
ALACHUA COUNTY**

Print Name:_____

Name: Colin Murphy
Title: Executive Director

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Print Name:_____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this ____ day of _____,
by _____, as the _____ of Children's Trust of Alachua County, a §
501(c)3 corporation, and who has acknowledged that he has executed the same on behalf of the Children's
Trust of Alachua County, and that he/she was authorized to do so. He is personally known to me or has
produced _____ as identification.

Notary Public, State of Florida
Affix Stamp

APPROVED AS TO FORM

X

Robert Swain
Alachua County Attorney

Exhibit "A"
RENT SCHEDULE

THIS RENT SCHEDULE is a material part of that certain Lease by and between the REACH, LLC ("Landlord") and Children's Trust of Alachua County ("Tenant") for the Premises known as 802 NW 5th Avenue, Suite 100 and Suite 200:

A) Rent, together with Sales Tax per month charged at current rate.

	Base Rent	Sales Tax at current rate	Total Payments
Due on the effective date: \$6,300.00 1 st months' Rent;	\$6,300.00	-0-	\$6,300.00
\$ 3,925.00 additional security deposit (added to original security deposit of \$2,375.00)		-0-	\$3,925.00
			\$10,225.00

B) Initial Term Thru September 30, 2022

C) Commencement Date June 1, 2020

D) Amended Term Through September 30, 2023

E) Rent schedule upon renewal of lease commencing October 1, 2023, if applicable: The Parties shall determine the rental due for a fourth-year renewal, should tenant wish to renew, no later than 90 days prior to the end of the initial rental period, i.e., the rental shall be determined on or before July 1, 2023 and a new Exhibit "A" shall be completed and executed by the Parties.

Total Amount Paid: \$ _____

Received by: _____

Date: _____

Initials accepting terms:

LL: _____

T: _____