

SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN

THE CITY OF PAHOKEE

AND

EVERGLADES PREPATORY ACADEMY, INC.

THIS SECOND AMENDMENT TO LEASE ("Second Amendment") by and between The City of Pahokee, a body politic, and Everglades Preparatory Academy, Inc., a Florida not-for-profit, is effective this ___ day of _____, 2022.

WHEREAS, the parties entered into that certain "Lease Agreement between the City of Pahokee and the Everglades Preparatory Academy" dated March 27, 2007 ("Lease" herein); and

WHEREAS, the parties entered into that certain "Amendment to Lease Agreement between the City of Pahokee and the Everglades Preparatory Academy" effective August 10, 2017 ("First Amendment" herein); and

WHEREAS, the parties are seeking to amend the Lease so as to clarify the allocation of responsibilities in regards to certain portions of the Leased Area.

THEREFORE, the parties agree as follows:

1. Paragraph 1.8, Expiration Date, is amended to provide for a new expiration date of: April 30, 2037.

2. Paragraph 9, Repairs, is deleted and replaced in its entirety as follows:

9. Repairs. Tenant is fully aware of the current condition of the Demised Premises and has made substantial improvements necessary for operating a charter school. Tenant will keep the interior of the Demised Premises, together with all fixtures and all electrical, plumbing, heating, air conditioning and other mechanical installations, whether located within or on the roof of the Demised Premises, all doors and all plate glass and door and window glass, in good order and proper repair at its own expense, using materials and labor of kind and quality equal to the original work, and will surrender the Demised Premises at the expiration or earlier termination of this Lease in as good condition as when received, excepting only deterioration caused by ordinary wear and tear and damage by fire or other casualty of the kind insured against by standard policies of fire insurance with extended coverage.

Except as herein provided, Landlord shall have no obligation to repair, replace, maintain, alter or modify the Demised Premises, or any part

thereof, or any plumbing, heating, electrical, air conditioning or other mechanical installation whether located within or on the roof of the Demised Premises.

Notwithstanding the previous paragraphs, the parties have agreed to divide all payment obligations relating to the repair or replacement of the roof and air conditioners as follows: Landlord shall reimburse Tenant 60% of all costs Tenant incurs for air conditioner and roof repairs, maintenance, or replacement.

Under no circumstances shall Landlord be obligated to repair, replace or maintain and plate glass or door or window glass.

3. This Amendment is effective as of June 1, 2022.

4. All other provisions of the Lease and the First Amendment are incorporated herein by reference.

City of Pahokee, Landlord

Everglades Preparatory Academy, Tenant

By:
Its:

By:
Its: