FIRST AMENDMENT TO LEASE AGREEMENT FOR LITERACY VOLUNTEERS OF SOUTH SARASOTA COUNTY

This First Amendment to Lease Agreement ("First Amendment") is made and entered into by and between the City of North Port, Florida, a municipal corporation of the State of Florida ("Landlord"), and Literacy Volunteers of South Sarasota County, Inc. ("Tenant") which is registered to conduct business in the State of Florida and whose address is 300 Nokomis Ave. S., Venice, FL (Landlord and Tenant are collectively referred to herein as the "Parties").

RECITALS

WHEREAS, on or around October 2019, the parties entered into Lease Agreement ("Original Agreement"), relating to Tenant's use of certain Property and/or Premises defined therein; and

WHEREAS, the Parties mutually desire to amend the terms of the Original Agreement as provided in this First Amendment (the Original Agreement and this First Amendment are collectively referred to herein as the "Lease").

WHEREAS, Section 3.A. of the Original Agreement terminates the lease on October 31, 2024; and

WHEREAS, the Parties mutually desire to extend and amend the terms of the Original Agreement for one additional year to October 31, 2025; and

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the sufficiency and receipt of which are acknowledged, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:

1. EFFECT OF AMENDMENT/EFFECTIVE DATE

- A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this First Amendment, all of which are incorporated by reference as if set forth fully herein. This First Amendment modifies the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.
- B. All references to this "Agreement" in the Original Agreement and this First Amendment mean and include both the Original Agreement and this First Amendment.
- C. This First Amendment is effective as of the date the last party approves or executes it, as applicable, (the "Effective Date") and shall continue as otherwise provided in the Original Agreement.

2. ORIGINAL AGREEMENT SECTION 3. - LEASE TERM AND TERMINATION

Section 3. A. of the Original Agreement is amended in its entirety as follows:

3. A. <u>Term.</u> The term of this Agreement ran from November 13, 2019, through October 31, 2020 ("Initial Term"). The Agreement then automatically renewed for four (4) additional one-year terms, ending on October 31, 2024. This Agreement is extended for one (1) additional one-year term, ending on October 31, 2025, unless otherwise terminated.

IN WITNESS WHEREOF, the parties have executed this First Amendment as follows.

(This space intentionally left blank; signature pages follow)

TENANT LITERACY VOLUNTEERS OF SOUTH SARASOTA COUNTY, INC.

Name: Sandra McIntvre

Title: Director

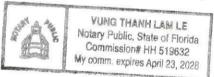
Mailing Address: 300 Nokomis Ave S.,

Venice, Florida 34285

SWORN ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this /S day of ○ CTOBOL 2024, by Sandra McIntyre, as Director for Literacy Volunteers of South Sarasota County, Inc.



Personally Known OR Produced Identification

Type of Identification Produced PL DL



LANDLORD CITY OF NORTH PORT, FLORIDA

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA

CITY MANAGER

ATTEST

HEATHER FAUST, MMC

CITY CLERK

TO FORM AND CORRECTNESS

MICHAEL GOLEN, CPM INTERIM CITY ATTORNEY