

FIFTH AMENDMENT TO LEASE AGREEMENT

This *Fifth Amendment to Lease Agreement* ("Fifth Amendment") is made by and between the City of North Port, Florida, a municipal corporation of the State of Florida ("Landlord"), and The North Port Senior Center, Inc., ("Tenant") which is registered to conduct business in the State of Florida and whose address is 6919 Outreach Way, North Port, FL 34287 (Landlord and Tenant are collectively referred to herein as the "Parties").

RECITALS

WHEREAS, on or around October 1, 2017, the parties entered into a Lease Agreement ("Original Agreement"), relating to Tenant's use of certain Property and/or Premises defined therein; and

WHEREAS, Section 3.1 of the Original Agreement provided for termination of the lease on September 30, 2022; and

WHEREAS, the parties subsequently amended the Original Agreement to extend the lease for an additional one-year term, expiring on September 30, 2023 (the "First Amendment"); and

WHEREAS, the Parties extended the term of the First Amendment to expire on September 30, 2024; and

WHEREAS, the Parties subsequently extended the term of the Second Amendment to expire on September 30, 2025; and

WHEREAS, the Parties extend the term of the Third Amendment to expire on June 30, 2026; and

WHEREAS, the Parties desire to extend the term of the Fourth Amendment to expire on August 31, 2026; and

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

NOW THEREFORE, for and in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. EFFECT OF AMENDMENT/EFFECTIVE DATE

- A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this Fifth Amendment, all of which are incorporated by reference as if set forth fully herein. This Fifth 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 Fifth Amendment mean and include both the Original Agreement and this Fifth Amendment.

- C. This Fifth 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 2. - USE OF THE PREMISES

Section 2.1 of the Original Agreement is amended in its entirety as follows:

2.1 Tenant shall be granted access to the premises twenty-four (24) hours per day, seven (7) days per week, throughout the term of this Lease. Notwithstanding such access, Tenant shall operate and utilize the Premises for no fewer than thirty-two (32) hours per week in furtherance of its business purposes. Tenant's regular hours of operation shall be as follows:

- Monday: 8:30 a.m. – 4:30 p.m.
- Tuesday: 8:30 a.m. – 3:00 p.m.
- Wednesday: 8:30 a.m. – 6:30 p.m.
- Thursday: 8:30 a.m. – 9:30 p.m.
- Friday: 8:30 a.m. – 9:30 p.m.

- Tenant shall also have non-exclusive access to the kitchen for storage and preparation on an as-needed basis.
- Tenant shall have access to its leased suite twenty-four (24) hours per day, seven (7) days per week, year-round, to conduct community- based health and human services, educational programs and related administrative activities

The City retains full access and rights to the Premises outside of North Port Senior Center's hours of use, including the right to rent the Premises to third parties.

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

Section 3.1 of the Original Agreement is amended in its entirety as follows:

3.1 Term. The term of this Agreement ran from October 1, 2017, through September 30, 2018 ("Initial Term"). The Agreement then automatically renewed for four (4) additional one-year terms, ending on September 30, 2022. This Agreement was extended for one (1) additional one-year term, ending on September 30, 2023, unless otherwise terminated. The agreement was extended again for one (1) additional one-year term, ending on September 30, 2024. The agreement was once again extended for one (1) additional one-year term, ending on September 30, 2025. The Agreement was further extended for an additional nine-month term, ending on June 30, 2026, unless otherwise terminated. Through this Fifth Amendment, the term is being extended once again for a two-month period, ending on August 31, 2026.

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

TENANT
THE NORTH PORT SENIOR CENTER, INC.

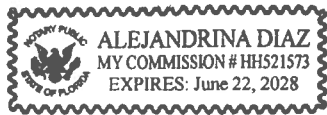
By: *Eileen Tatom*

Eileen Tatom
President
4940 N. Pan American Blvd.
North Port, FL 34287

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 3 day of April 2026, by Eileen Tatom, as President for The North Port Senior Center, Inc.



Alejandrina Diaz
Notary Public

___ Personally Known OR X Produced Identification
Type of Identification Produced FL. DL.

APPROVED by the City Commission of the City of North Port, Florida on _____, 202__.

**LANDLORD
CITY OF NORTH PORT, FLORIDA**

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL FUINO, B.C.S.
CITY ATTORNEY