SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement ("Second Amendment") is made by and between the City of North Port, Florida, a municipal corporation of the State of Florida ("Landlord"), and Safe Place And Rape Crisis Center, Inc., ("Tenant") which is registered to conduct business in the State of Florida and whose address is 2139 Main Street, Sarasota, Florida 34237 (Landlord and Tenant are collectively referred to herein as the "Parties").

RECITALS

WHEREAS, on or around October 8, 2019, the parties entered into the *Lease Agreement* ("Original Agreement"), relating to Tenant's use of certain Property and/or Premises defined therein; and

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

WHEREAS, the parties subsequently amended the Original Agreement to extend the lease for an additional one-year term, expiring on October 31, 2025 (the "First Amendment"); and

WHEREAS, the Parties desire to extend the lease term for an additional one-year term until October 31, 2026 through this Second Amendment; and

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the sufficiency of 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 Second Amendment, all of which are incorporated by reference as if set forth fully herein. This Second 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 Second Amendment mean and include both the Original Agreement, First Amendment and this Second Amendment.
- C. This Second 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 October 8, 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 was extended for one (1) additional one-year term,

ending on October 31, 2025. This Second Amendment extends the Agreement for an additional (1) one-year term, ending on October 31, 2026, unless otherwise terminated.

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

(This space intentionally left blank; signature pages follow)

TENANT
SAFE PLACE AND RAPE CRISIS CENTER,
INC.

Name: Jessica L Hayes

Title: CEO

Mailing Address: 2139 MAIN STREET

Sarasota, FL 34237

SWORN ACKNOWLEDGEMENT

STATE OF FL COUNTY OF SaraSota

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 15 day of Suptember 20%, by Sign Heys (name), as CEO (title) for Safe Place Rape Crisis Center, Inc (entity).

Personally Known OR ____ Produced Identification

Type of Identification Produced _____

CRYSTAL LEUTY
Notary Public - State of Florida
Commission # HH 435735
My Comm. Expires Oct 24, 2027
Bonded through National Notary Assn.

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 GOLEN, CPM INTERIM CITY ATTORNEY		