SECOND AMENDMENT TO BANK OF AMERICA PLAZA LEASE AGREEMENT

THIS SECOND AMENDMENT TO THE LEASE AGREEMENT, made as of the _____ day of _____, 2010, by and between **LEON COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida** (hereinafter referred to as "Landlord"), and **CALHOUN STREET DOWNTOWN BABIES, INC., a Florida non- profit corporation** (hereinafter referred to as "Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated the 7th day of January, 2008 ("January 7, 2008 Lease Agreement"); and

WHEREAS, Tenant submitted a letter to Landlord, dated August 26, 2009, requesting: "...(1) relinquishment of the 1,465 square feet designated as the Basement Space and; (2) abatement of the rent for the 2,000 square feet Street Level Space for a period of four (4) months...", and

WHEREAS, Such August 26, 2009 letter from Tenant to Landlord was presented to the Leon County Board of County Commissioners in a September 22, 2009 agenda item and resulted in the First Amendment to the Bank of America Lease Agreement dated September 22, 2009 which, along with the January 7, 2008 Lease Agreement, was collectively referred to thereafter as the "Lease;" and

WHEREAS, Tenant submitted a letter to Landlord, dated August 20, 2010, requesting: "...to abate the Monthly Base Rent for its lease of the space occupied by it in the Annex building. Such a request for rent abatement is for the period of September 2010 through the lease term in October 2011...";

WHEREAS, Landlord and Tenant wish to amend the Lease to incorporate the various revisions and additions as set forth in this Second Amendment to the Lease Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein set forth, the sufficiency of which is acknowledged, Landlord and Tenant hereby agree as follows:

1. Unless revised, replaced, or otherwise modified by the provisions hereinbelow, the Lease shall remain in full force and effect.

2. The Lease and any amendments thereto shall be hereinafter collectively referred to as the "Lease."

3. The Lease shall be amended as follows (changes to the Lease are indicated in legislative format):

Section 2.1, MONTHLY BASE RENT, shall be revised and replaced by the following section:

2.1 MONTHLY BASE RENT. Tenant agrees to pay Monthly Base Rent on the first day of each month in accordance with the schedule provided in the table attached to and made a part of this Lease as Exhibit "E", and which reflects the termination of Tenant's obligation to pay Landlord a Monthly Base Rent for the Basement Space effective October 1, 2009, and the abatement of Tenant's obligation to pay Landlord a Monthly Base Rent for the following four months: October, 2009, November, 2009, December, 2009, and January, 2010~~.~~; and the abatement of Tenant's obligation to pay Landlord a Monthly Base Rent for the following fourteen months: September, 2010, October, 2010, November, 2010, December, 2010, January, 2011, February, 2011, March, 2011, April, 2011, May, 2011, June, 2011, July, 2011, August, 2011, September, 2011, and October, 2011.

4. This Second Amendment to the Lease Agreement shall become effective upon full execution hereof by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by their duly authorized officers where applicable and sealed as of the date first above written.

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

CALHOUN STREET DOWNTOWN BABIES, INC.

Witness Signature: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Its: _____

Date: _____

Witness Signature: _____

Print Name: _____

Date: _____

(Corporate Seal)

[THE LANDLORD'S SIGNATURE PAGE FOLLOWS THIS PAGE]

LEON COUNTY, FLORIDA

Witness Signature: _____

Print Name: _____

Date: _____

By: _____
Parwez Alam
Its County Administrator

Date: _____

Witness Signature: _____

Print Name: _____

Date: _____

ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida

By: _____
Bob Inzer

Approved as to Form:
Leon County Attorney's Office

By: _____
Herbert W. A. Thiele, Esq.

Second Amendment to January 7, 2008 Lease Agreement
Revised Article 2, Section 1. MONTHLY BASE RENT

Exhibit "E"

	January 7, 2008 Lease Agreement - Monthly Base Rent							First Amendement to January 7, 2008 Base Lease Rates				Second Amendement to January 7, 2008 Base Lease Rates	
	Outiside Play Area	Suite 00L		Suite 100X		Subtotal Monthly Base Rent (on first day of each month)	Total Monthly Base Rent (Adj $500 for Insurance)	Describe Modification to January 7, 2008 Base Lease Rates		Adj to January 7, 2008 Base Lease Rates	Total Monthly Base Rent (Adj $500 for Insurance, and Revisions to Suites 00L	Rent Abatement, Suite 100X	Total Monthly Base Rent
Rental Period	Cost/ SF	RSF	Cost /RSF	RSF	Cost/ RSF								
Nov-06	0.00	1,465	$7.56	2,000	$ 18.45	$3,997.95	$3,497.95						
Dec-06	0.00	1,465	$7.56	2,000	$ 18.45	$3,997.95	$3,497.95						
Jan-07	0.00	1,465	$7.56	2,000	$ 18.45	$3,997.95	$3,497.95						
Feb-07	0.00	1,465	$7.56	2,000	$ 18.45	$3,997.95	$3,497.95						
Mar-07	0.00	1,465	$7.56	2,000	$ 18.45	$3,997.95	$3,497.95						
Apr-07	0.00	1,465	$7.79	2,000	$ 18.45	$4,026.03	$3,526.03						
May-07	0.00	1,465	$7.79	2,000	$ 18.45	$4,026.03	$3,526.03						
Jun-07	0.00	1,465	$7.79	2,000	$ 18.45	$4,026.03	$3,526.03						
Jul-07	0.00	1,465	$7.79	2,000	$ 18.45	$4,026.03	$3,526.03						
Aug-07	0.00	1,465	$7.79	2,000	$ 19.00	$4,117.70	$3,617.70						
Sep-07	0.00	1,465	$7.79	2,000	$ 19.00	$4,117.70	$3,617.70						
Oct-07	0.00	1,465	$7.79	2,000	$ 19.00	$4,117.70	$3,617.70						
Nov-07	0.00	1,465	$7.79	2,000	$ 19.00	$4,117.70	$3,617.70						
Dec-07	0.00	1,465	$7.79	2,000	$ 19.00	$4,117.70	$3,617.70						
Jan-08	0.00	1,465	$7.79	2,000	$ 19.00	$4,117.70	$3,617.70						
Feb-08	0.00	1,465	$7.79	2,000	$ 19.00	$4,117.70	$3,617.70						
Mar-08	0.00	1,465	$7.79	2,000	$ 19.00	$4,117.70	$3,617.70						
Apr-08	0.00	1,465	$8.02	2,000	$ 19.00	$4,145.78	$3,645.78						
May-08	0.00	1,465	$8.02	2,000	$ 19.00	$4,145.78	$3,645.78						
Jun-08	0.00	1,465	$8.02	2,000	$ 19.00	$4,145.78	$3,645.78						
Jul-08	0.00	1,465	$8.02	2,000	$ 19.00	$4,145.78	$3,645.78						
Aug-08	0.00	1,465	$8.02	2,000	$ 19.57	$4,240.78	$3,740.78						
Sep-08	0.00	1,465	$8.02	2,000	$ 19.57	$4,240.78	$3,740.78						
Oct-08	0.00	1,465	$8.02	2,000	$ 19.57	$4,240.78	$3,740.78						
Nov-08	0.00	1,465	$8.02	2,000	$ 19.57	$4,240.78	$3,740.78						
Dec-08	0.00	1,465	$8.02	2,000	$ 19.57	$4,240.78	$3,740.78						
Jan-09	0.00	1,465	$8.02	2,000	$ 19.57	$4,240.78	$3,740.78						
Feb-09	0.00	1,465	$8.02	2,000	$ 19.57	$4,240.78	$3,740.78						
Mar-09	0.00	1,465	$8.02	2,000	$ 19.57	$4,240.78	$3,740.78						
Apr-09	0.00	1,465	$8.26	2,000	$ 19.57	$4,270.08	$3,770.08						
May-09	0.00	1,465	$8.26	2,000	$ 19.57	$4,270.08	$3,770.08						
Jun-09	0.00	1,465	$8.26	2,000	$ 19.57	$4,270.08	$3,770.08						
Jul-09	0.00	1,465	$8.26	2,000	$ 19.57	$4,270.08	$3,770.08						
Aug-09	0.00	1,465	$8.26	2,000	$ 20.16	$4,368.41	$3,868.41						
Sep-09	0.00	1,465	$8.26	2,000	$ 20.16	$4,368.41	$3,868.41						
Oct-09	0.00	1,465	$8.26	2,000	$ 20.16	$4,368.41	$3,868.41	Eliminate Suite 00L	Abate Suite 100X	$ (3,868.41)	$ -		
Nov-09	0.00	1,465	$8.26	2,000	$ 20.16	$4,368.41	$3,868.41	Eliminate Suite 00L	Abate Suite 100X	$ (3,868.41)	$ -		
Dec-09	0.00	1,465	$8.26	2,000	$ 20.16	$4,368.41	$3,868.41	Eliminate Suite 00L	Abate Suite 100X	$ (3,868.41)	$ -		
Jan-10	0.00	1,465	$8.26	2,000	$ 20.16	$4,368.41	$3,868.41	Eliminate Suite 00L	Abate Suite 100X	$ (3,868.41)	$ -		
Feb-10	0.00	1,465	$8.26	2,000	$ 20.16	$4,368.41	$3,868.41	Eliminate Suite 00L		$ (1,008.41)	$ 2,860.00		
Mar-10	0.00	1,465	$8.26	2,000	$ 20.16	$4,368.41	$3,868.41	Eliminate Suite 00L		$ (1,008.41)	$ 2,860.00		
Apr-10	0.00	1,465	$8.51	2,000	$ 20.16	$4,398.93	$3,898.93	Eliminate Suite 00L		$ (1,038.93)	$ 2,860.00		
May-10	0.00	1,465	$8.51	2,000	$ 20.16	$4,398.93	$3,898.93	Eliminate Suite 00L		$ (1,038.93)	$ 2,860.00		
Jun-10	0.00	1,465	$8.51	2,000	$ 20.16	$4,398.93	$3,898.93	Eliminate Suite 00L		$ (1,038.93)	$ 2,860.00		
Jul-10	0.00	1,465	$8.51	2,000	$ 20.16	$4,398.93	$3,898.93	Eliminate Suite 00L		$ (1,038.93)	$ 2,860.00		
Aug-10	0.00	1,465	$8.51	2,000	$ 20.76	$4,498.93	$3,998.93	Eliminate Suite 00L		$ (1,038.93)	$ 2,960.00		
Sep-10	0.00	1,465	$8.51	2,000	$ 20.76	$4,498.93	$3,998.93	Eliminate Suite 00L		$ (1,038.93)	$ 2,960.00	$ (2,960.00)	$ -
Oct-10	0.00	1,465	$8.51	2,000	$ 20.76	$4,498.93	$3,998.93	Eliminate Suite 00L		$ (1,038.93)	$ 2,960.00	$ (2,960.00)	$ -
Nov-10	0.00	1,465	$8.51	2,000	$ 20.76	$4,498.93	$3,998.93	Eliminate Suite 00L		$ (1,038.93)	$ 2,960.00	$ (2,960.00)	$ -
Dec-10	0.00	1,465	$8.51	2,000	$ 20.76	$4,498.93	$3,998.93	Eliminate Suite 00L		$ (1,038.93)	$ 2,960.00	$ (2,960.00)	$ -
Jan-11	0.00	1,465	$8.51	2,000	$ 20.76	$4,498.93	$3,998.93	Eliminate Suite 00L		$ (1,038.93)	$ 2,960.00	$ (2,960.00)	$ -
Feb-11	0.00	1,465	$8.51	2,000	$ 20.76	$4,498.93	$3,998.93	Eliminate Suite 00L		$ (1,038.93)	$ 2,960.00	$ (2,960.00)	$ -
Mar-11	0.00	1,465	$8.51	2,000	$ 20.76	$4,498.93	$3,998.93	Eliminate Suite 00L		$ (1,038.93)	$ 2,960.00	$ (2,960.00)	$ -
Apr-11	0.00	1,465	$8.77	2,000	$ 20.76	$4,530.67	$4,030.67	Eliminate Suite 00L		$ (1,070.67)	$ 2,960.00	$ (2,960.00)	$ -
May-11	0.00	1,465	$8.77	2,000	$ 20.76	$4,530.67	$4,030.67	Eliminate Suite 00L		$ (1,070.67)	$ 2,960.00	$ (2,960.00)	$ -
Jun-11	0.00	1,465	$8.77	2,000	$ 20.76	$4,530.67	$4,030.67	Eliminate Suite 00L		$ (1,070.67)	$ 2,960.00	$ (2,960.00)	$ -
Jul-11	0.00	1,465	$8.77	2,000	$ 20.76	$4,530.67	$4,030.67	Eliminate Suite 00L		$ (1,070.67)	$ 2,960.00	$ (2,960.00)	$ -
Aug-11	0.00	1,465	$8.77	2,000	$ 21.38	$4,634.00	$4,134.00	Eliminate Suite 00L		$ (1,070.67)	$ 3,063.33	$ (3,063.33)	$ -
Sep-11	0.00	1,465	$8.77	2,000	$ 21.38	$4,634.00	$4,134.00	Eliminate Suite 00L		$ (1,070.67)	$ 3,063.33	$ (3,063.33)	$ -
Oct-11	0.00	1,465	$8.77	2,000	$ 21.38	$4,634.00	$4,134.00	Eliminate Suite 00L		$ (1,070.67)	$ 3,063.33	$ (3,063.33)	$ -
									Total Base Rent Adj.	$ (37,452.30)		$ (41,750.00)	$ -