# FIRST AMENDMENT TO BANK OF AMERICA PLAZA LEASE AGREEMENT

THIS FIRST AMENDMENT TO THE LEASE AGREEMENT, made as of the 22nd day of September, 2009, 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, Landlord and Tenant wish to amend the January 7, 2008 Lease Agreement to incorporate the various revisions and additions as set forth hereinbelow.

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 January 7, 2008 Lease Agreement shall remain in full force and effect.

2. The January 7, 2008 Lease Agreement and any amendments thereto shall be hereinafter collectively referred to as the "Lease."

3. The January 7, 2009 Lease Agreement shall be amended as follows (changes to the January 7, 2009 Lease Agreement are indicated in legislative format):

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BOB INZER
CLERK OF CIRCUIT COURT

Section 1.1, PREMISES, shall be revised and replaced by the following section:

1.1 PREMISES. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord approximately 6,465 rentable square feet of space in, and adjacent to, the three-story annex building located at 311 S. Calhoun Street, Tallahassee, Leon County Florida, 32301 ("the Annex Building"), allocated as follows:

1.1.1 Basement Space: 1,465 square feet located in the basement area of the Annex Building (Suite 00L);

1.1.2 Street Level Space: 2,000 square feet located on the street level of the Annex Building (Suite 100X); and

1.1.3 Outdoor Play Space: approximately 3,000 square feet of outdoor play area immediately adjacent to the Annex Building and delineated by a wooden fence previously constructed by Tenant.

1.1.4 Adjustment to Allocated Rentable Square Feet of Space in Premises: Effective November 1, 2009, the total rentable square feet shall be reduced from 6,465 rentable square feet to 5,000 rentable square feet, allocated as follows:

1.1.1.1 Basement Space: Zero square feet located in the basement area of the Annex Building (Suite 00L);

1.1.1.2 Street Level Space: 2,000 square feet located on the street level of the Annex Building (Suite 100X); and

1.1.1.3 Outdoor Play Space: approximately 3,000 square feet of outdoor play area immediately adjacent to the Annex Building and delineated by a wooden fence previously constructed by Tenant.

The Basement Space, Street Level Space, and Outdoor Play Space are depicted in the attached Composite Exhibit "A" and shall hereinafter be referred to collectively as the "Premises"; provided, however, that commencing on November 1, 2009 and continuing thereafter for the duration of this Lease, the Premises shall comprise only the Street Level Space and the Outdoor Play Space. The Annex Building is situated on the real property described in Exhibit "B" attached hereto and is adjacent to an eight-story building located at 315 S. Calhoun Street (the "Tower Building"). The Annex Building and the Tower Building are collectively known as the Bank of America Plaza (the "Plaza").

- 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 ~~following~~ 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

- Section 1.4, LEASE TERM, shall be revised and replaced by the following section:

  1.4 LEASE TERM. The term of this Lease (the "Term") shall commence on the Effective Date as defined in Section 13.11 below (the "Commencement Date") and terminate on October 31, 2011; provided, however, that the Term applicable to the Tenant's possession of the Basement Space shall terminate on November 1, 2009. Tenant shall surrender possession and vacate the Basement Space no later than November 1, 2009.

4. This 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:

Witness Signature: Angela Matherne

Print Name: Angela Matherne

Date: 9-28-09

Witness Signature: Terrie Ream

Print Name: Terrie Ream

Date: 9/28/09

**CALHOUN STREET DOWNTOWN BABIES, INC.**

By: [signature]

Print Name: ROBERT L. NABORS

Its: TREASURER

Date: 9/28/09

(Corporate Seal)

**[THE LANDLORD'S SIGNATURE PAGE FOLLOWS THIS PAGE]**

**LEON COUNTY, FLORIDA**

Witness Signature: Nan M. Swain

Print Name: Nan M. Swain

Date: 9-29-09

By: Parwez Alam
Parwez Alam
Its County Administrator

Date: 9/29/09

Witness Signature: Kim Dressel

Print Name: Kim Dressel

Date: 9/29/09

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

By: Bob Inzer

Approved as to Form:
Leon County Attorney's Office

By: Daniel J. Rigo, for
Herbert W. A. Thiele, Esq.

# EXHIBIT "E"

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

| | January 7, 2008 Lease Agreement - Monthly Base Rent | | | | | | | First 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) | | | Adj to January 7, 2008 Base Lease Rates | Total Monthly Base Rent (Adj $500 for Insurance, and Revisions to Suites 00L and 100X) |
| Rental Period | Cost/SF | RSF | Cost/RSF | RSF | Cost/RSF | | | Describe Modification to January 7, 2008 Base Lease Rates | | | |
| 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 |
| 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 |
| 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 |
| 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 |
| 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 |
| 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 |
| 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 |
| 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 |
| 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 |
| 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 |
| 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 |
| 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 |
| 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 |
| 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 |
| | | | | | | | | | Total Base Rent | $ (37,452.30) | |