

**FIRST AMENDMENT TO  
LEASE AGREEMENT BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
S.O.C.K. OUTSTANDING STUDENTS (S.O.S.) ACADEMY, INC.  
FOR  
CHARTER MIDDLE SCHOOL**

THIS FIRST AMENDMENT to Lease Agreement (“**First Amendment**”) is made effective as of June 1, 2022, by and between the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the “**Landlord**”), whose address is 117 West Duval Street, Jacksonville, Florida 32202 and **S.O.C.K. OUTSTANDING STUDENTS (S.O.S) ACADEMY, INC.**, a Florida not-for-profit corporation (“**Tenant**”), whose address for the purpose of this First Amendment is 6974 Wilson Boulevard, Jacksonville, Florida 32210.

**RECITALS**

WHEREAS, Landlord and Tenant are parties to that certain Lease Agreement (the “**Lease**”) dated July 3<sup>rd</sup>, 2012; and

WHEREAS, the initial term of the Lease expires on the last day of the 2022 school year; and

WHEREAS, Landlord and Tenant desire to amend the Lease to establish new provisions regarding term and renewals;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- A. Recitals. That the above-stated Recitals are accurate, true, and correct and, by this reference, are incorporated herein and are made a part hereof.
- B. Capitalized Terms. That all capitalized terms used but not defined herein shall have the meanings given them in the Lease.
- C. Amendment to Paragraph 1 (Term and Renewals). That Paragraph 1 of the Lease is hereby amended and, as amended, shall read in full as follows:

“1. Term and Renewals. Upon the terms and conditions hereof (including, but not limited to Article 22, Right to Terminate), Tenant agrees to lease and hold the Leased Premises from Landlord and Landlord agrees to lease the Leased Premises to Tenant for a term beginning on June 1, 2022 (the “Commencement Date”), continuing for a term of thirty (30) years and ending on the last day of the school year, 2052. Any renewal of the Lease thereafter shall be subject to approval by City Council.

D. Amendment to Paragraph 16 (Assignment and Sublease). That Paragraph 16 of the Lease is hereby amended and, as amended, shall read in full as follows:

“16. Assignment and Sublease. Tenant shall not transfer, hypothecate, mortgage, pledge, assign or convey its interest in the Lease or any part thereof. Tenant may sublet all, or any portion, of the Leased Premises upon the written approval of Landlord, in its sole and absolute discretion, which approval may be withheld for any reason or no reason.”

E. Ratification of Lease. That all other terms of the Lease, except those expressly amended in this First Amendment, shall remain unchanged and in full force and effect; and the Lease, as amended herein, is hereby ratified and confirmed by the parties and is retroactively made in full force and effect as of the date of this First Amendment.

F. Entire Agreement. This First Amendment is the entire agreement of the parties regarding the modifications to the Lease provided herein and supersedes all prior agreements and understandings regarding such subject matter and may be modified only by a writing executed by the party against whom the modification is sought to be enforced and shall bind and benefit the parties and their respective successors, legal representatives, and assigns.

G. Counterparts. That this First Amendment may be executed in counterparts and/or .PDF copies, the counterparts and copies of which, when taken together, shall constitute but one entire and original Second Amendment.

**[The remainder of this page was left blank intentionally by the parties.  
Signature pages to follow.]**

**IN WITNESS WHEREOF**, the parties hereto duly execute this Second Amendment as of the day and year first written above.

**S.O.C.K. OUTSTANDING STUDENTS (S.O.S.)  
ACADEMY, INC.** a Florida not-for-profit  
corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**[Signature page of the City of Jacksonville to immediately follow this page.]**

**ATTEST:**

**CITY OF JACKSONVILLE**, a  
consolidated political subdivision and  
municipal corporation existing under the  
laws of the State of Florida

By: \_\_\_\_\_  
James R. McCain, Jr.,  
Corporation Secretary

By: \_\_\_\_\_  
Lenny Curry, Mayor

Dated: \_\_\_\_\_

FORM APPROVED:

By: \_\_\_\_\_  
Office of General Counsel

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