

**THIRD AMENDMENT TO
LEASE AGREEMENT
(Don Brewer Center – Head Start Program)**

THIS THIRD AMENDMENT TO LEASE AGREEMENT (“Amendment”) is effective as of the 1st day of February, 2021 (the “*Effective Date*”) by and between the **CITY OF JACKSONVILLE**, a Florida municipal corporation (“*Landlord*”), and **LUTHERAN SERVICES FLORIDA, INC.**, a Florida not-for-profit corporation (the “*Tenant*”).

BACKGROUND FACTS

A. Landlord and Tenant are parties to that certain Lease Agreement (City Contract #10026) dated as of July 15, 2014, as amended by that certain First Amendment dated as of October 1, 2019, and that certain Second Amendment dated as of October 1, 2020 (the “*Lease*”).

B. Landlord and Tenant desire to amend the terms of the Lease to eliminate the monthly rental payment beginning February 1, 2021.

C. The Jacksonville City Council, pursuant to Ordinance 2020-____-E, has authorized such rent elimination and execution of this Amendment.

NOW, THEREFORE, in mutual consideration of the provisions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Background Facts.** The Background Facts set forth above are true and correct and incorporated herein by this reference.

2. **Capitalized Terms.** Unless otherwise defined herein, all capitalized terms shall have the meanings given to them in the Lease.

3. **Amendment to Permitted Use.** Section 19(A) of the Lease is deleted in its entirety and replaced by the following provision:

Use of Premises. The Tenant will not make or suffer any unlawful, improper or noxious use of the Premises or any use or occupancy thereof contrary to the laws of the State of Florida, or the ordinances of the City of Jacksonville, Florida, now or hereafter made. It is understood that the Premises shall be used to provide childcare services and programming related to early learning. No other use is permitted without prior written consent of Landlord, which consent by Landlord shall not be unreasonably withheld.

4. **Revised Exhibit B.** Exhibit B (Payment Schedule) to the Lease is deleted in its entirety and replaced with the revised Exhibit B attached to this Amendment.

5. **Authority.** Tenant represents and warrants to Landlord that Tenant has full right and authority to execute and perform its obligations under this Amendment and the Lease, and

Tenant and the person(s) signing this Amendment on Tenant's behalf represent and warrant to Landlord that such person(s) are duly authorized to execute this Amendment on Tenant's behalf without further consent or approval by anyone. Tenant shall deliver to Landlord promptly upon request all documents reasonably requested by Landlord to evidence such authority.

6. **Ratification of the Lease.** The provisions of the Lease shall remain in full force and effect except as expressly provided in this Amendment.

7. **Entire Agreement.** This 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 successor, legal representatives and assigns.

8. **Counterparts.** This Amendment may be executed in a number of identical counterparts, and may be executed by way of facsimile or electronic signature, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the Effective Date.

WITNESS:

LUTHERAN SERVICES FLORIDA, INC.

By: _____

Print: _____

Title: _____

WITNESS:

CITY OF JACKSONVILLE,
a Florida municipal corporation

By: _____
Lenny Curry, Mayor

Finance Director
City Contract No. 10026, Amendment 3

Form Approved:

Office of General Counsel

GC-#1403571-v3A-Third_Amendment_to_Don_Brewer_Center_Lease_Agreement_10026_Lutheran_Services.docx

REVISED EXHIBIT B

PAYMENT SCHEDULE

10,912 Square Feet

	Start Date	End Date	Monthly Payment	Annual Payment	
Months 1 - 12	1-Jul-14	30-Jun-15	\$6,820	\$81,840	(1)
Months 13 - 24	1-Jul-15	30-Jun-16	\$6,820	\$81,840	
Months 25 - 36	1-Jul-16	30-Jun-17	\$6,820	\$81,840	
Months 37 - 48	1-Jul-17	30-Jun-18	\$6,820	\$81,840	
Months 49 - 60	1-Jul-18	30-Jun-19	\$6,820	\$81,840	
Months 61 - 63	1-Jul-19	30-Sep-19	\$6,820	\$20,460	(2)
Months 64 - 72	1-Oct-19	30-Jun-20	\$3,410	\$30,690	(2)
Months 73 - 79	1-Jul-20	31-Jan-21	\$3,410	\$23,870	
Months 80 - 84	1-Feb-21	30-Jun-22	\$0	\$0	(3)
Months 85 - 96	1-Jul-22	30-Jun-23	\$0	\$0	
Months 97 - 108	1-Jul-23	30-Jun-24	\$0	\$0	
Months 108 - 120	1-Jul-24	30-Jun-25	\$0	\$0	
(1): The lease commenced on July 1, 2014.					
(2): On October 1, 2019, the monthly rent was reduced by half.					
(3): On February 1, 2021, the monthly rent is slated to be eliminated.					