

**FIFTH AMENDMENT TO LEASE AGREEMENT #7649
BETWEEN ALACHUA COUNTY AND HOLBROOK GROUP, INC.,
FOR LEASED SPACE AT THE SEAGLE BUILDING**

THIS FIFTH AMENDMENT TO LEASE AGREEMENT, made and entered into this _____ day of _____ A.D. 2018, by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and Holbrook Group, Inc., hereinafter referred to as "Landlord"(Collectively hereinafter the County and the Landlord referred to as the "Parties"):

WITNESSETH:

WHEREAS, the Parties hereto previously entered into the *Alachua County and Holbrook Inc. Lease for Seagle Annex*, dated June 28, 2011 (the "Lease Agreement"), a First Amendment to the Lease Agreement dated August 9, 2011 (the "First Amendment"), a Second Amendment to the Lease Agreement dated November 18, 2014 (the "Second Amendment"), a Third Amendment to the Lease Agreement dated September 27, 2016 (the "Third Amendment"), and a Fourth Amendment to the Lease Agreement dated September 26, 2017 (the "Fourth Amendment") for the provision of leasing space at the Seagle Building Annex located at 408 W. University Avenue, Gainesville, FL; and

WHEREAS, the 4th Amendment previously renewed the Term of the Lease Agreement for the period of October 1, 2017 through September 30, 2018; and

WHEREAS, the Tenant has timely noticed the Landlord of its intent to exercise its option to renew the Term of the Lease Agreement on a month-to-month basis commencing October 1, 2018, and the Parties wish to amend the Lease Agreement to so renew the Term of the Lease Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

A. SECTION# 2 of the Lease Agreement, **Term**, is amended to add the following new paragraph:

As per the Third Amendment, the Tenant has timely elected to exercise its option to renew the Term of this Lease Agreement on a month-to-month basis (the "Renewal Term"). The Renewal Term shall commence on October 1, 2018 and shall continue until Landlord received notice of termination from the Tenant. The Tenant shall provide written notice of termination to the Landlord thirty (30) days prior to exercising the option to terminate the Lease Agreement.

B. SECTION# 4 of the Lease Agreement, **Rent**, as amended by the Fourth Amendment, is further amended to read:

During the Renewal Term and commencing October 1, 2018, Tenant agrees to pay the Landlord monthly Rent payments of Ten Thousand Four Hundred Nine Dollars (\$10,409).

C. This Fifth Amendment shall take effect October 1, 2018.

D. SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the Lease Agreement as previously amended, shall be and remain in full force and effect.

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IN WITNESS WHEREOF, the Parties have caused this Fifth Amendment to Lease Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA



By: _____

Lee Pinkoson, Chair
Board of County Commissioners

Date: _____

ATTEST:

APPROVED AS TO FORM

Jesse K. Irby II, Clerk

(SEAL)

Alachua County Attorney's Office

Landlord

ATTEST (By Corporate Officer)

By: _____

Print: _____

Title: _____

By: _____

Print: _____

Title: _____

Date: _____

MUST BE ATTESTED (WITNESSED) BY A DESIGNATED OFFICER OF THE CORPORATION. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER OFFICE OF MANAGEMENT AND BUDGET SECTION.