

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN
ALACHUA COUNTY AND HOLBROOK GROUP, INC.**

THIS FIRST AMENDMENT TO LEASE AGREEMENT, made and entered into this 9th day of August A.D., 2011, 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 "Tenant", and Holbrook Group Inc, doing business at 1740 NW 12th Road, Gainesville, Florida 32605, hereinafter referred to as "Landlord":

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated June 28, 2011 to lease office space at the Seagle Building Annex, located 408 W University Avenue, Gainesville, Florida and,

WHEREAS, the parties wish to amend the agreement.

NOW, THEREFORE, the parties hereby agree to amend Agreement dated June 28, 2011 as follows:

A. Section 5 Alterations and Improvements is amended to add a new sub-paragraph "g" as follows

g. At the conclusion of the construction as outlined in Exhibit A, Landlord shall confirm satisfactory indoor air quality by conducting testing using the Environmental Relative Moldiness Index protocol. If molds resulting in a health risk to Tenant are present, at such time or at any time during the term of the Lease, then Landlord shall cause such mold to be removed as soon as possible, but in no event more than thirty (30) days. Failure to perform these obligations may result in breach of this Lease Agreement. Construction shall not be considered complete until the Landlord confirms satisfactory indoor air quality.

B. Section 9, sub paragraph "a" of the Agreement, Services and Repairs, is deleted and replaced with the following:

a. Landlord shall maintain the exterior of the building, the landscaped areas, the heating and air conditioning equipment, the plumbing equipment and the electrical and mechanical equipment and all common areas.

All maintenance improvements and /or repairs shall be coordinated with and through the Alachua County Facilities Manager or designee (Facilities). Facilities shall coordinate with appropriate county staff.

C. Section 11 of the Agreement Janitorial is deleted and replaced with the following:

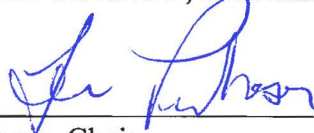
11. Janitorial Landlord shall provide janitorial services for the space exclusively occupied by the Tenant, as well as for common areas. All cleaning products and chemicals used must be approved by Facilities and MSDS (Material Safety Data Sheets) for all products shall be provided to Facilities and a copy maintained on the leased premises at all times.

D. This First Amendment shall take effect upon signature by the parties.

SAVE and EXCEPT as expressly amended herein, all other terms and provisions of the original Lease between the parties, dated June 24, 2011 shall be and remain in full force and effect.

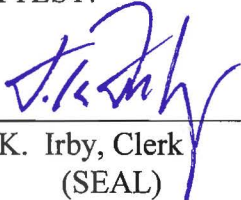
IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: 
Lee Pinkoson, Chair
Board of County Commissioners

Date: 8/9/11

ATTEST:


J. K. Irby, Clerk
(SEAL)

APPROVED AS TO FORM


Alachua County Attorney's Office

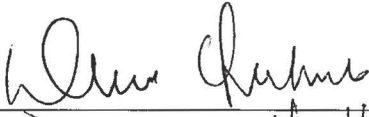
HOLBROOK GROUP, INC

ATTEST (By Corporate Officer)

By: _____

Print: _____

Title: _____

By: 

Print: David Holbrook

Title: President

Date: 7/21/11