

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "Amendment") is made and entered into as of the _____ day of May, 2024 (the "Effective Date"), by and between **NEW BERLIN HOLDINGS, LLC**, a Florida limited liability company ("Landlord") and **OAKLEAF PLANTATION PROPERTY OWNERS ASSOCIATION, INC.** ("Tenant").

WITNESSETH:

WHEREAS, Oakleaf Village, LLC, as predecessor in interest to Landlord, and Tenant, entered into that certain Commercial Lease dated October 28, 2019, as amended from time to time (as amended, the "Lease"), pursuant to which Landlord leases to Tenant approximately 1,390 square feet located at 518 Hollyberry Lane, Suite 108, Orange Park, FL 32065 (the "Premises"), as more particularly described in the Lease; and

WHEREAS, the Lease currently expires on December 31, 2024 and Landlord and Tenant desire to amend the Lease to renew the term and to amend and modify other certain provisions of the Lease as set forth in this Amendment.

NOW, THEREFORE, by mutual agreement of the parties and in consideration of the premises and obligations hereinafter set forth, the Lease is hereby amended and modified as follows:

1. **Renewal of Term.** The Lease is hereby amended to extend the Term of the Lease for a period of seven (7) years after the original expiration date of December 31, 2024, with the renewal term commencing January 1, 2025, and expiring December 31, 2031 (the "Extension Period"), unless sooner terminated as provided in the Lease. The Extension Period shall be upon the terms and conditions of the Lease, except that Rent shall be payable in accordance with the schedule set forth herein.

2. **Rent in the Renewal Term.** Rent payable in the Extension Period shall be paid by Tenant in accordance with the terms of the Lease as follows:

Unit 108 (1,390 sf)				
Lease Period		Base Rent * (\$/psf)	Monthly Base Rent *	Annual Base Rent *
Start	End			
1/1/2025	12/31/2025	23.00	\$ 2,664.17	\$ 31,970.00
1/1/2026	12/31/2026	23.92	\$ 2,770.73	\$ 33,248.80
1/1/2027	12/31/2027	24.88	\$ 2,881.56	\$ 34,578.75
1/1/2028	12/31/2028	25.87	\$ 2,996.83	\$ 35,961.90
1/1/2029	12/31/2029	26.91	\$ 3,116.70	\$ 37,400.38
1/1/2030	12/31/2030	27.98	\$ 3,241.37	\$ 38,896.39
1/1/2031	12/31/2031	29.10	\$ 3,371.02	\$ 40,452.25
* Plus Additional Rent and Sales Tax				

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Spencer Estene
3 Jun 24

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3. **Insurance.** Within thirty (30) days of the full execution of this Amendment, Tenant will provide evidence of liability insurance coverage to Landlord.

4. **Condition of Premises.** The Premises are leased to Tenant by Landlord "AS IS, WHERE IS AND WITH ALL FAULTS". Landlord is not obligated to perform any tenant improvements or to provide any tenant improvement allowances with respect to the Premises.

5. **Ratification of Lease.** As amended hereby, the terms and provisions of the Lease are hereby ratified and affirmed in all respects. The "Lease" shall hereafter mean and refer to the Lease as amended hereby.

6. **Miscellaneous.** The defined terms used in this Amendment, as indicated by the initial capitalization thereof, shall have the same meaning ascribed to such terms in the Lease, unless otherwise specifically defined herein. The terms of this Amendment shall govern in the event of any conflict with the terms of the Lease as such terms were in effect prior to the Effective Date. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but one and the same instrument. This Amendment may be delivered by the parties by facsimile transmission of executed counterparts or by .PDF attachment of executed counterparts to e-mail, properly addressed and transmitted to the other party as directed.

[signatures on next page]


Shaughn Estens
President
5 JUN 04



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed and sealed as of the day and year first above written.


LANDLORD:

NEW BERLIN HOLDINGS, LLC,
a Florida limited liability company

By: 
Name: Ritesh Savla / Nitin Butala
Title: Authorized Member

TENANT:

OAKLEAF PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

By: 
Name: Donald Estep
Title: PRESIDENT
1500 SW





MORGAN ARTIS
Commission # HH 038567
Expires September 1, 2024
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