FIRST AMENDMENT AND JOINDER TO LEASE AGREEMENT

THIS FIRST AMENDMENT AND JOINDER TO LEASE AGREEMENT (the "*Amendment*") dated as of January ___, 2021 (the "*Effective Date*") is made by and between **5118 56TH LLC D/B/A AVESTA EXECUTIVE CENTER** ("*Landlord*"), and **IPS ENTERPRISES, INC.**, a Texas non-profit corporation ("*Original Tenant*"), and **IDEA FLORIDA INC.**, a Florida not-for-profit corporation ("*New Tenant*").

WITNESSETH:

WHEREAS, Landlord and Original Tenant entered into that certain Lease Agreement dated as of August 1, 2020 (the "*Lease*"), pursuant to which Landlord leases to Original Tenant, and Original Tenant leases from Landlord, certain premises located at 5118 N. 56th Street, Suite 210, Tampa, Florida (the "*Premises*"); and

WHEREAS, at the request of Original Tenant and New Tenant, the parties desire to amend the Lease as of the Effective Date to add New Tenant, and to remove Original Tenant, as the "Tenant" of the Premises under the terms of the Lease, whereby only New Tenant would be entitled to use of the Premises as the "Tenant" under the terms of the Lease and Original Tenant will not be responsible for any obligations under the Lease arising after the Effective Date.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and in the Lease, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord, Original Tenant and New Tenant hereby agree as follows:

1. **Incorporation of Recitals and Defined Terms**. The foregoing recitals are hereby incorporated into this Amendment and made a part hereof as though set forth herein. Any term used herein which is not specifically defined herein shall have the meaning ascribed thereto in the Lease.

2. **Joinder of New Tenant**. New Tenant acknowledges receipt of the Lease and hereby irrevocably, absolutely and unconditionally joins in and becomes a party to the Lease as a "Tenant" thereunder, assumes all obligations of "Tenant" thereunder, agrees and consents to the representations, warranties, terms, covenants and provisions of the Lease and agrees to be bound thereto, with the same force and effect as if originally a "Tenant" party thereto, and guarantees to Landlord the payment of all sums due thereunder by Tenant.

3. **Removal of Original Tenant**. As to matters arising after the Effective Date, Original Tenant shall no longer have any rights or obligations under the Lease and shall no longer be the "Tenant" under the Lease, and New Tenant shall constitute the sole "Tenant" under the terms of the Lease. Without limiting the generality of the foregoing, Original Tenant shall not have any right or claim to any security deposit, payment, claim, refund or reimbursement of any sums under the Lease whatsoever, as the parties agree such rights and claims shall belong solely to New Tenant. As to matters arising after the Effective Date, all references in the Lease to "Tenant" shall mean New Tenant.

4. **Notices**. Notices to New Tenant shall be sent to New Tenant via the same address provided in the Lease for notices to Original Tenant, except that the name of the receipt shall be the name of New Tenant rather than Original Tenant.

5. **Brokers**. Original Tenant and New Tenant do hereby represent that no real estate brokers are involved in the negotiation and execution of this Amendment. Original Tenant and New Tenant shall indemnify Landlord from any and all liability for Tenant's breach of the foregoing.

6. **Ratification of Amended Lease.** Except as otherwise modified or amended by this Amendment, all other terms and conditions of the Lease shall remain unmodified, unamended, and in full force and effect and the Lease shall continue to be and remain in full force and effect in accordance therewith. In the Lease, or any instrument, document or other consideration executed or delivered in connection therewith, any reference to the "Lease," shall be deemed and construed to be a reference to the Lease as amended hereby. In the event of a conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall control.

7. **No Defaults**. Neither Original Tenant nor New Tenant has any knowledge of any default by Landlord of any of the terms or conditions of the Lease (as amended) as of the Effective Date, and knows of no facts which, given the passage of time, would constitute a default by Landlord under the Lease.

8. **Entire Agreement**. This Amendment and any attachments hereto set forth all of the covenants, promises, agreements, conditions and understandings between Landlord, Original Tenant and New Tenant concerning the transactions contemplated herein and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Landlord, Original Tenant or New Tenant other than as are herein set forth.

9. **Execution Authority**. Each of the individuals signing this Amendment on behalf of Original Tenant and New Tenant represents and warrants that he or she has the full power and authority to do so and that upon such execution, Original Tenant and New Tenant, as applicable, shall be fully bound by each and every provision of the Lease, as hereby amended.

10. **Counterparts; Miscellaneous**. This Amendment may be executed in any number of identical counterparts, all of which, when taken together, shall constitute the same instrument. A copy of the executed Amendment (in electronic form or otherwise) shall be deemed an original for all relevant purposes. The exchange of copies of the executed Amendment by electronic mail or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document shall constitute effective execution and delivery of this Amendment. Signatures of any parties hereto transmitted electronically shall be deemed to be their original signatures for all purposes. New Tenant shall promptly reimburse Landlord for all reasonable fees and costs incurred by Landlord in connection with this Amendment and the matters contemplated herein.

{Signatures appear on following page}

IN WITNESS WHEREOF, Landlord, Original Tenant and New Tenant have executed this Amendment as of the Effective Date.

WITNESSES:

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

"LANDLORD"

5118 56TH LLC D/B/A AVESTA EXECUTIVE CENTER

Signature:_____
Printed Name:_____
Title:_____

WITNESSES:

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

"ORIGINAL TENANT"

IPS ENTERPRISES, INC., a Texas non-profit corporation

Signature:_____
Printed Name:_____
Title:_____

WITNESSES:

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

"NEW TENANT"

IDEA FLORIDA INC., a Florida not-for-profit corporation

Signature:_____
Printed Name:_____
Title:_____