## AMENDMENT NO. 2 TO LEASE AGREEMENT

THIS AMENDMENT NO. 2 TO LEASE AGREEMENT ("Amendment 2") is made and entered into this day of September, 2014, by and between the City of Orlando, Florida, a municipal corporation organized and existing under the laws of the State of Florida ("City"), and Church Street Retail Partners I, a Florida limited liability company ("CSRP").

## RECITALS

- A. City previously leased from CSRP by Lease Agreement dated July 1, 2004, certain property for the City's operation of a satellite police office.
- B. The parties extended the term of the Lease in accordance with Amendment No. 1 to Lease Agreement dated July 5, 2005, and now desire to again extend the term in accordance with the terms and conditions set forth in this document. (The original lease as previously amended is herein referred to as the "Lease".)
- 1. <u>Recitals</u>. The foregoing Recitals are true and correct and are incorporated into and made a part of this Amendment 2 the same as if fully set forth herein
  - 2. Rent. Section 7.A of the Lease is hereby amended to read as follows:
    - "7. A. Rent Payments. Rent shall be One Dollar (\$1.00) per year. In addition to rent, City shall pay CSRP a pro rata share of common area expenses in the amount of Four Thousand Two Hundred and No/100 Dollars (\$4,200.00) per year payable in monthly installments of Three Hundred Fifty and No/100 Dollars (\$350.00) beginning October 1, 2014, and continuing on the first day of each month until paid in full. The common area expense payment amount shall remain the same throughout the term extended hereby and all term renewals, and shall not be subject to increase."
  - 3. <u>Term of Lease</u>. Section 3 of the Lease is hereby amended to read as follows:
    - "3. <u>Term of Lease</u>. The term of the Lease shall be for one (1) year commencing on October 1, 2014, and ending on September 30, 2015, at 11:59 P.M."
  - 4. <u>Renewal of Lease</u>. Section 4 of the Lease is hereby amended to read as follows:

- "4. Renewal of Lease. So long as Tenant has abided by all terms and conditions of this Lease prior to September 30, 2015, Tenant shall have the right to renew the Lease on the same terms and conditions for five (5) additional one (1) year terms. Each option to renew shall be exercised by written notice of Tenant's election to renew sent to Landlord at least thirty (30) days prior to expiration of the then existing term. Should Tenant fail to provide such notification of Tenant's intent to renew the Lease in a timely manner, Landlord shall provide written notice of such failure to Tenant; whereupon, Tenant shall have fifteen (15) days after receipt of such notice within which to exercise its option to renew."
- 5. <u>Amendment 2 to Lease Agreement</u>. The purpose of this Amendment #2 is to amend the Lease Agreement as previously amended, as provided herein. Except to the extent amended herein, all terms, conditions, provisions, rights and obligations contained in the Lease as previously amended shall remain in full force and effect.

IN WITNESSWHEREOF, the City and CSRP have executed this Amendment #2 as of the day and year first written above.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES OF PARTIES APPEAR ON FOLLOWING PAGES.)

## CITY OF ORLANDO

	Ву:
	Mayor/Pro Tem
	Print Name.
Attest:	Executed on, 2014
By:Alana C. Brenner, City Clerk	APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Orlando Florida, only.
Witnesses: (1) Sign:	, 2014.
Print Name:	Assistant City Attorney
(2) Sign:Print Name:	_
State of Florida County of Orange	
The foregoing instrument w, 2014, by	was duly acknowledged before me or and Alana C. Brenner, the
and	City Clerk respectively of the City of Orlandon behalf of the City. They are personally known to
	Notary Public, State of Florida at Large My commission expires:
(Notary Seal)	•

## CHURCH STREET RETAIL PARTNERS,

I, LLC, a Florida limited liability company

Witnes (1) (2)	Sign:  Print Name:  Print Name:	By:
State of Florida County of Orange		
Se compa Florida	The foregoing instrument was  2014, by  2014, by  MANY OF Church S  ny, on behalf of the company. He/She is  driver's license as identification  NOTARY PUBLIC  Fulton County  State of Georgia  My Comm. Expires April 8, 2017	duly acknowledged before me on as Street Retail Partners I, a Florida limited liability is personally known to me () or produced a Check one)  Notary Puplic, State of Florida at Large
(Notar	y Seal)	My commission expires: Apr 8 2007