

AMENDMENT #2 TO LEASE

THIS AMENDMENT #2 TO LEASE ("Amendment"), is made and entered into this _____ day of _____, 2014 (the "Effective Date"), by and between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the state of Florida (City), and **FREEDOM RIDE, INC.**, a Florida corporation not-for-profit ("Freedom Ride").

RECITALS

A. City and Freedom Ride entered into Lease Agreement for Therapeutic Riding at Trotters Park, dated August 28, 2006. The lease was amended by letter agreement dated July 27, 2011, fully executed August 1, 2011, which among other things extended the term thereof (the lease as amended by the letter agreement is herein referred to as the "Lease").

B. The Lease currently has an expiration date of August 30, 2016 ("Expiration Date").

C. The parties desire to amend the Lease to among other things extend the Expiration Date to August 31, 2019.

NOW, THEREFORE, in consideration of the premises, mutual promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by reference.

2. Extended Term. **Section 3** of the Lease is hereby deleted in its entirety and replaced by the following:

"3. Term of Lease. The term of this Lease began August 21, 2006, ('Commencement Date') and shall expire on August 31, 2019, ('Expiration Date'), on the terms and conditions set forth in this Lease, except to the extent provided in this Lease. This Lease provides no options for renewal and shall expire on the Expiration Date."

3. Deletion of Section 4. D. **Section 4. D.** of the Lease dealing with required riding programs is hereby deleted.

4. Additional Lands Encumbered by Lease. **Section 32** of the Lease is hereby added, which shall read as follows:

"32. Additional Lands Added to Lease and Terms and

Conditions of Use Thereof.

- A. City does hereby lease, let and demise unto Freedom Ride, and Freedom Ride does hereby lease from City the additional premises being shown and outlined on **Exhibit "G"** attached hereto and made a part hereof, to have, hold and use the same as tenant for and during the remaining term of the Lease, in accordance with and upon the covenants, agreements, terms and conditions set out in the Lease ("Arena Area").
- B. Freedom Ride shall be solely responsible for maintenance and repairs of the improvements in the Arena Area, including but not limited to all utilities, costs and expenses associated with the lighting of the Arena Area.
- C. The City shall have a right to terminate and delete **Section 32** from the Lease as amended hereby, for any or no reason within its sole and absolute discretion, at which time Freedom Ride shall no longer have a right to use the Arena Area for any reason. The right to terminate and delete **Section 32** may be exercised by City's providing sixty (60) days prior written notice thereof to Freedom Ride."

5. Ledesma Lease. Since the Ledesma Lease as referenced in **Section 2** and other places in the Lease has expired, all references to that lease are hereby deleted and shall be of no further force or effect in the interpretation or enforcement of the Lease.

6. Representations and Warranties. Each person signing this document on behalf of a party to this Amendment represents to the other that he/she has full power and authority to enter into this Amendment on such party's behalf.

7. Incorporation of Lease Terms. All terms and conditions of the Lease not in conflict with this Amendment #2 are incorporated herein by reference and made a part hereof. To the extent of any conflict created thereby, the terms and conditions hereof shall control.

IN WITNESS WHEREOF, the City and Freedom Ride have executed this Amendment #2 to Lease to take effect as of the Effective Date first above written.

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

CITY OF ORLANDO, FLORIDA, a Florida
municipal corporation

By: _____
Mayor/Mayor Pro Tem

Attest:

By: _____
Alana C. Brenner, City Clerk

Witnesses:

(1) Sign: _____
Print: _____

(2) Sign: _____
Print: _____

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the City of Orlando,
Florida, only.

_____, 2014.

Assistant City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____ and Alana C. Brenner, the Mayor/Mayor Pro Tem and City Clerk respectively of the City of Orlando, Florida, a Florida municipal corporation, on behalf of the corporation. They are () personally known to me or () have produced (photo i.d. required) _____ as identification. (Check one)

Notary Public:
Commission Expires:

Affix Seal

FREEDOM RIDE, INC., a Florida corporation not for profit

BY: Marianne Gray
Printed Name: Marianne Gray
ITS: Executive Director

Witnesses:

(1) Sign: Laurie Roth

Print: Laurie Roth

(2) Sign: JM

Print: Jessica Mason

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25th day of NOVEMBER, 2014, by Marianne Gray, President of Freedom Ride, Inc., a Florida corporation not for profit, on behalf of the corporation. He/She is ☒ personally known to me or ☐ has produced (photo i.d. required) _____ as identification. (Check one)

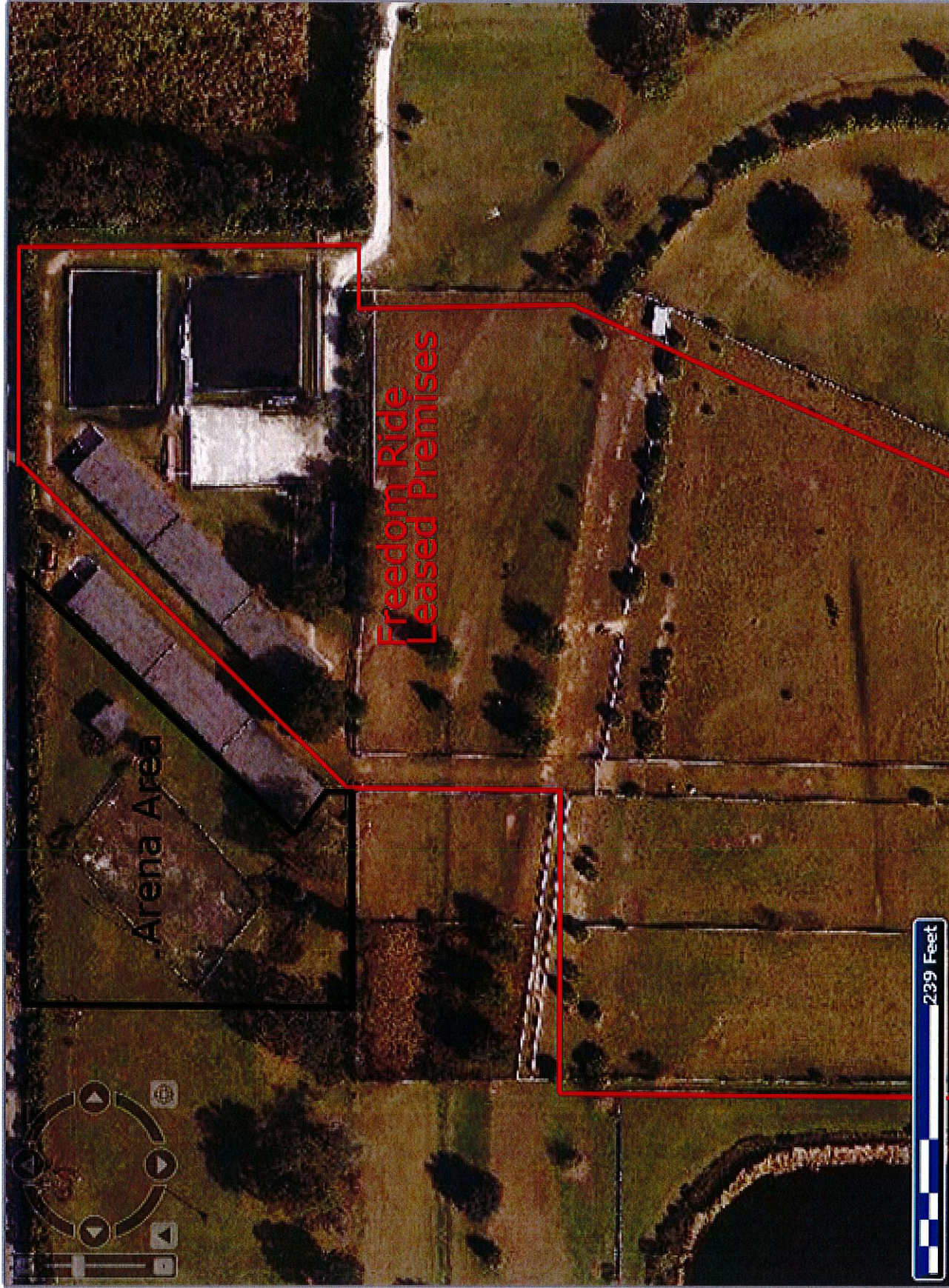
[Signature]
Notary Public
State of Florida at Large

Affix Seal



Lease Amendment Signature Page
Freedom Ride

EXHIBIT “G”



Disclaimer: The information that is contained in this report is thought accurate. However, it cannot be used to replace official documentation that may be required in order to secure permits.

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