

**AMENDMENT NO. 1 TO  
LEASE AGREEMENT BETWEEN  
NCR BUILDING ORLANDO, LLC  
AND  
THE CITY OF ORLANDO, FLORIDA**

THIS AMENDMENT NO. 1 TO LEASE AGREEMENT (Amendment 1) is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between **NCR Building Orlando, LLC**, a Florida Limited Liability Company whose address is 1021 Royal Garden Circle # 387, Lake Mary, Florida, 32746 (herein "Landlord"), and **City of Orlando, Florida**, a municipal corporation organized and existing under the laws of the State of Florida (herein "Tenant").

**RECITALS**

WHEREAS, Landlord and Tenant previously entered into a Lease dated August 11, 2014 (Lease) for Tenant's use and operation of an employment service and employment training center;

WHEREAS, the original term of the Lease is set to expire on December 31, 2016; and

WHEREAS, the parties have agreed to extend the original term of the Lease for one (1) additional year and add an option to renew; and

WHEREAS, as a condition to extending the term of the Lease, the Landlord requires that the Tenant reimburse the Landlord for utilities in the amount of \$500 per month.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, Landlord and Tenant amend the Lease in the following respects:

1. Recitals. The foregoing recitals are true and correct and are incorporated into and made a part of this Amendment No. 1 to Lease Agreement the same as if fully set forth herein.

2. Term of Lease. Section 1.2 of the Lease entitled, "Term of Lease" is hereby amended to extend the term of the Lease for one (1) additional year commencing January 1, 2017 and ending on December 31, 2017 (Expiration Date), on the same terms and conditions set forth in the Lease, except as otherwise amended herein. So long as Tenant continues to abide by all terms and conditions of this Lease, the Tenant shall have the option to extend the term of the Lease beyond the Expiration Date for two (2) additional periods of up to six (6) months each. In order to exercise its option to extend the Lease, the Tenant shall provide written notification of such extension to Landlord at least thirty (30) days prior to the end of the then existing term. All extensions shall be on the same terms and conditions applicable during the current term of this Lease.

3. Utilities. Section 2.4 of the Lease entitled, "Utilities", is hereby amended to read as follows:

**2.4 Utilities.** Landlord shall be responsible for obtaining and paying for all utilities for the

Premises, including electric, water, sewer and refuse collection, but excluding telephone and internet service (Utilities). The Tenant shall reimburse Landlord \$500 per month for the Utilities, and such payment shall be made to Landlord in the same time and manner as Rent. The Tenant may obtain telephone and internet service to the Premises at its own cost and expense.

Except as specifically amended herein, all other terms, conditions, rights and obligations contained in the Lease shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 1 to Lease Agreement for the purpose herein expressed, the day and year first above written.

**Landlord: NCR Building Orlando, LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Witnesses:

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Tenant: CITY OF ORLANDO**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Mayor/ Mayor Pro Tem

Attest:

By: \_\_\_\_\_  
Amy T. Iennaco, City Clerk

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

\_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Assistant City Attorney  
Orlando, Florida