

AMENDMENT ONE TO ORLANDO BALLET LEASE

AMENDMENT ONE TO ORLANDO BALLET LEASE has been executed to become effective as of the ____ day of _____, 2018, by and between the **CITY OF ORLANDO, FLORIDA**, a Florida municipal corporation, whose mailing address is 400 South Orange Avenue, Orlando, FL 32801 (the “Landlord” also sometimes herein referred to as the “City”), and the **ORLANDO BALLET, INC.**, a Florida corporation not for profit, whose mailing address is 415 East Princeton Avenue, Orlando, FL 32803 (“Tenant”).

RECITALS

A. The parties previously entered into Orlando Ballet Lease dated April 13, 2014, for the property located at 610 N. Lake Formosa Drive, Orlando, Florida 32803 in the Orlando Loch Haven Park (“Lease”)

B. The parties desire to amend the Lease to allow for the demolition and replacement of the Facilities as defined therein. By this amendment the parties will also add land adjacent to the Premises to become subject to all terms and conditions of the Lease.

C. The parties also desire to rename the Center and provide for a procedure for name approvals respecting all areas within the Center.

NOW, THEREFORE, in consideration of the covenants herein made and the acts to be performed by the parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, Landlord and Tenant amend the terms and conditions of the Lease in the following respects:

1. The foregoing Recitals are true and correct and are incorporated herein by reference the same as if fully set forth herein. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Lease.
2. On the terms and conditions set forth herein, the Lease is modified to allow Tenant to demolish the Facilities and construct new Facilities for use on the Premises. The original conceptual design sketches attached to the Lease are hereby deleted and replaced with the conceptual design sketches attached hereto as **Exhibit “A”**, with all parties acknowledging that **Exhibit “A”** is for planning purposes at this time and still be subject to the City’s planning, design and permitting approval processes, including approval by the Parks Board. All Lease requirements and conditions applicable in the event of a “Restoration” shall apply to demolition and replacement of the Facilities, to the extent reasonably applicable and not in conflict herewith. The conceptual design calls for construction of improvements with a combined gross area of approximately Thirty-eight Thousand Three Hundred and Forty-four (38,344) square feet.

3. To the extent required herein, the design and construction of the Facilities, which shall be owned solely by Landlord (and therefore not subject to any liens, although the Lease itself shall continue to be available to be mortgaged), shall be completed in accordance with “green building” standards such as the Leadership in Energy and Environmental Design Green Building Rating System (“LEED Certification”) of the United States Green Building Council or the appropriate green building designation of the Florida Green Building Coalition (“FGBC Designation”). To the extent achievable within Tenant’s available budget, Tenant shall use its best, reasonable efforts to achieve Green Building Standards in the design and construction of the new Facility; however, it shall not be a requirement of the Lease that either actual certification or designation be obtained. The construction bonds required in the Lease shall also comply with Chapter 255, Florida Statutes.
4. In order to assure Landlord that there are sufficient funds available when needed to pay for the demolition of the existing Facility and the design and construction of the new Facility, the following provisions shall apply, in addition to the other requirements of the Lease:
 - A. At its sole discretion, Tenant shall select and enter into contracts with all consultant(s), general contractor(s) and various specialty contractors it deems necessary and appropriate to demolish the existing Facility and design and build a new Facility (“Project”). Tenant shall make a final determination of the total amount needed to complete the Project in accordance with the conceptual design documents attached as **Exhibit “A”** hereto. Each contract shall be for a final total sum for all fees, costs, charges and foreseeable contingencies of every kind and nature. The contracts shall contain such detail and clarity for Tenant to make a final determination of the total amount required for the Project (Maximum Price”). Tenant shall provide Landlord copies all such contracts and supporting documentation as Landlord determines in its reasonable discretion necessary to verify the Maximum Price. Landlord’s separate verification of the Maximum Price shall only be for its purposes and shall not be deemed an independent verification of the amount needed for the Project.
 - B. All funds Tenant receives for the Project shall be deposited in a building fund account (“Building Fund Account” or “BFA”). Tenant shall establish the account for the benefit of Tenant and Landlord, with a qualified state or national bank having offices in Orange County, Florida. The account shall contain such terms as are acceptable to Landlord, in its reasonable discretion.
 - C. Tenant shall provide Landlord copies of all pledge agreements showing the amounts promised but not yet paid to Tenant, in order to establish there will be funds available to make up the difference needed to arrive at the Maximum Price. (“Unfunded Balance”). Tenant will ensure that the pledge agreements provided to Landlord do not include any private and confidential information regarding individual donor (or their estate’s) financial status and personal arrangements, and personal information

- D. Tenant will obtain an irrevocable letter of credit (“LOC”) issued by a U.S. bank with a credit rating of AA or better or other U.S. bank approved by Landlord to cover the Unfunded Balance. The expiration date thereof shall be one (1) year following the expected date of substantial completion of the new Facility.
 - E. If at any time the Unfunded Balance that still remains outstanding has been reduced below the amount still remaining to be drawn down under the LOC, the LOC may likewise be reduced, upon Landlord’s written approval. At any time during construction, should there be a need for funding beyond the amount remaining in the BFA plus the remaining balance which may be drawn down on the LOC, Tenant shall either deposit immediately the difference or increase the LOC up to the required amount, and so advise Landlord in writing.
 - F. Upon Landlord’s verification that the Maximum Amount has been fully provided for as set forth herein, so long as all other conditions precedent have been satisfied or otherwise fulfilled, Tenant may commence demolition and construction, upon Tenant’s receipt of Landlord’s written consent. The manner of disbursement of all funds from the BFA and the LOC shall be on such terms and conditions reasonably required by Landlord, finalized prior to commencement of demolition.
 - G. From time to time in order to assure Landlord that the available funds are sufficient to complete the work, Tenant shall provide Landlord whatever financial and budgetary information within fifteen days of each Landlord written request.
- 5. Tenant shall complete all steps necessary to commence demolition and construction by no later than January 15, 2019. Prior to building demolition, Tenant agrees to meet with the City Parks Division staff to ensure compliance with City tree protection codes during the demolition process. Once demolition begins, work on the project shall continue to completion without interruption or delay. A certificate of occupancy shall be applied for by no later than March 21, 2021. **TIME IS OF THE ESSENCE.** All dates and times for completion of tasks described herein shall control over the same or similar activities described in the Lease, to the extent of any conflict herewith.
 - 6. Upon completion of construction of the new Facility, Tenant shall name it, “Harriett’s Orlando Ballet Centre”. Should Tenant desire to formally name or rename any areas within the Center, it shall submit in writing the proposed name or names to the City’s Real Estate Division Manager for approval, to be acted upon within ten (10) days, with consent not to be unreasonably withheld. Consent may only be withheld for names that are clearly offensive in nature. In no event will family or corporate names of donors in good stead with the community be denied. Landlord agrees that as long as Orlando Ballet occupies the facility, or that the facility is used for similar purposes, all names will be preserved, irrespective of any Tenant Event of Default.

7. Failure to abide by all of the requirements set forth herein shall be a Tenant Event of Default under the Lease, in the same manner and to the same extent as if the terms hereof were contained in the original Lease.
8. The Lease is hereby modified to include within the Premises the real property identified as "Added Property" described in **Exhibit "B"** attached and made a part hereof. The Added Property is accepted by Tenant in the same "As Is" condition as set forth in Section 2.05 of the Lease. All terms and conditions of the Lease shall apply to the Added Property to the same extent as if it had been included in the Lease when originally executed. The original real property subject to the Lease is also included in **Exhibit "B"** identified as "Original Premises."
9. All other terms and conditions not specifically modified herein shall remain in full force in effect. To the extent of any conflicts between the terms hereof and those in the original Lease, the terms hereof shall control
10. The parties shall also execute and record in the Public Records of Orange County, Florida, the Memorandum of Amendment to Lease attached as **Exhibit "C"**

**(REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURES OF THE PARTIES FOLLOW)**

**CITY OF ORLANDO, FLORIDA, a Florida
municipal corporation**

ATTEST:

By: _____
_____, City Clerk

By: _____
Mayor/Mayor Pro Tem

Executed on _____, 2018

WITNESSES:

By: _____
Print Name: _____

Approved As To Form And Legality For The
Use And Reliance Of The City
Of Orlando, Florida, Only.

_____, 2018

By: _____
Print Name: _____

Assistant City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ and _____, the Mayor/Mayor Pro Tem and City Clerk, respectively, of the City of Orlando, a Florida municipal corporation, on behalf of the corporation. They are personally known to me to be the persons described herein or who produced the identification as set forth below.

Signature of Notary Public

Print Notary Name

My Commission expires: _____

AFFIX NOTARY STAMP

Commission No.: _____

☐ Personally known, or

☐ Produced Identification

Type of Identification Produced

WITNESSES:

**ORLANDO BALLET, INC., a Florida
corporation not for profit**

By: _____
Print Name: _____

By: _____
Print Name: _____
As its President

By: _____
Print Name: _____

Executed on _____, 2018

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____, as President of Orlando Ballet, Inc., a Florida corporation not for profit, on behalf of the corporation. He/She is personally known to me or who produced the identification as set forth below.

Signature of Notary Public

Print Notary Name

My Commission Expires: _____

Commission No.: _____

AFFIX NOTARY STAMP

☐ Personally known, or

☐ Produced Identification

Type of Identification Produced

EXHIBIT “A”

(Conceptual Design)

(See following pages)

HARRIETT'S ORLANDO BALLET CENTRE

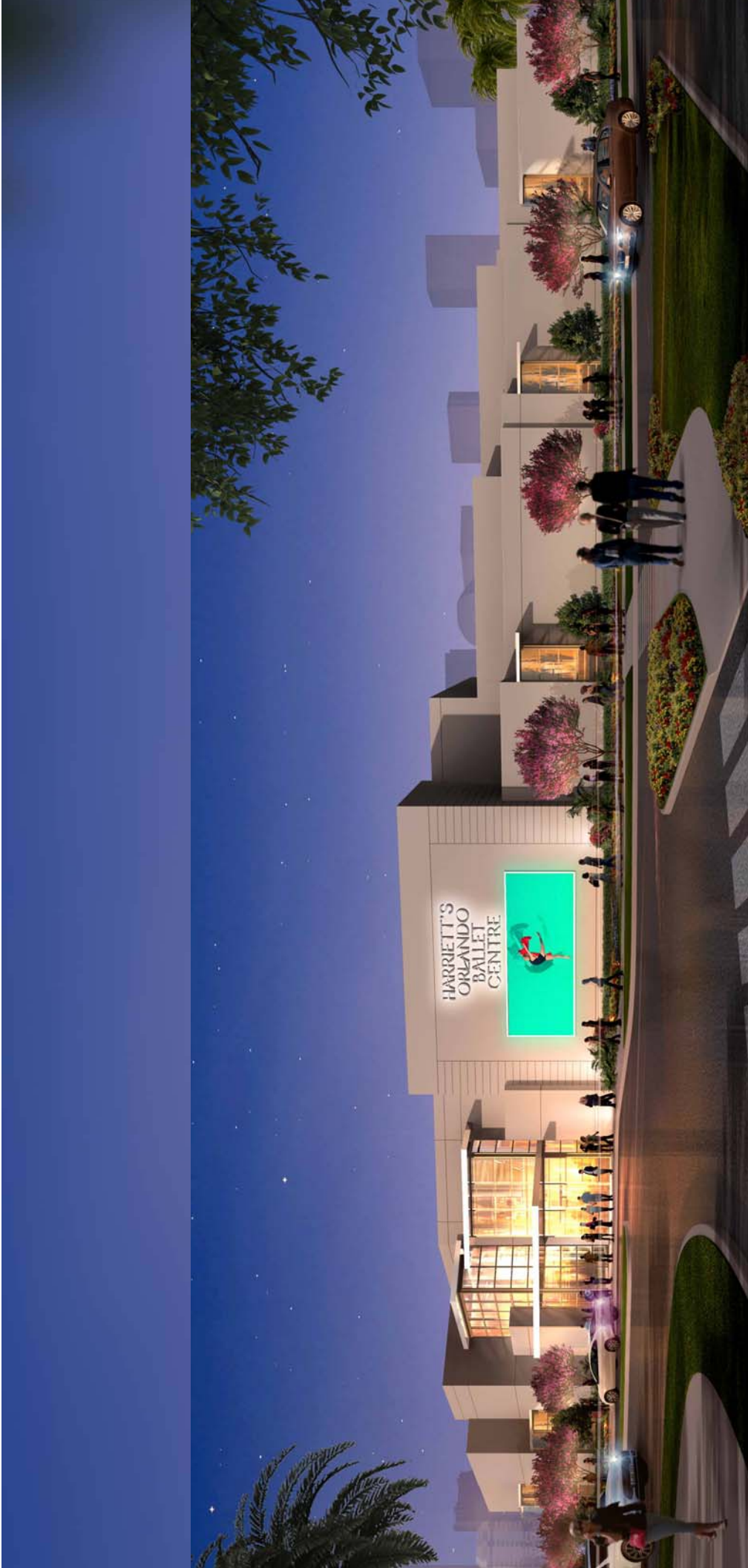
CONCEPT PRESENTATION

04.12.18



RSVP

ROB SCHAEFFER
VISUALIZATION
AND PLANNING



RSVP
ROB SCHAEFFER
VISUALIZATION
AND PLANNING

ORLANDO BALLET - NORTH LAKE FORMOSA DRIVE
CONCEPT PRESENTATION

OVERALL PERSPECTIVE

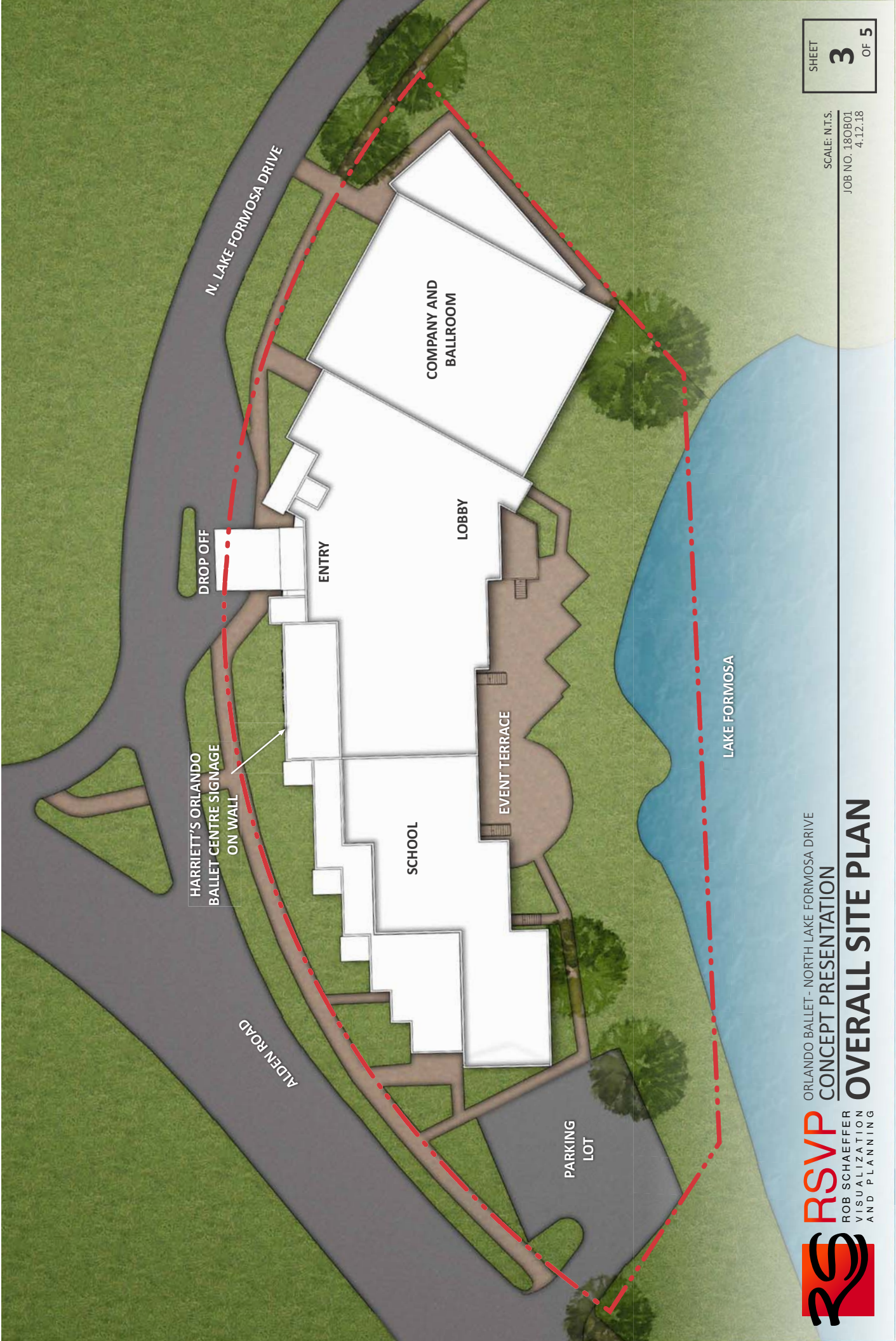
JOB NO. 180B01
4.12.18

SHEET

1

OF 5



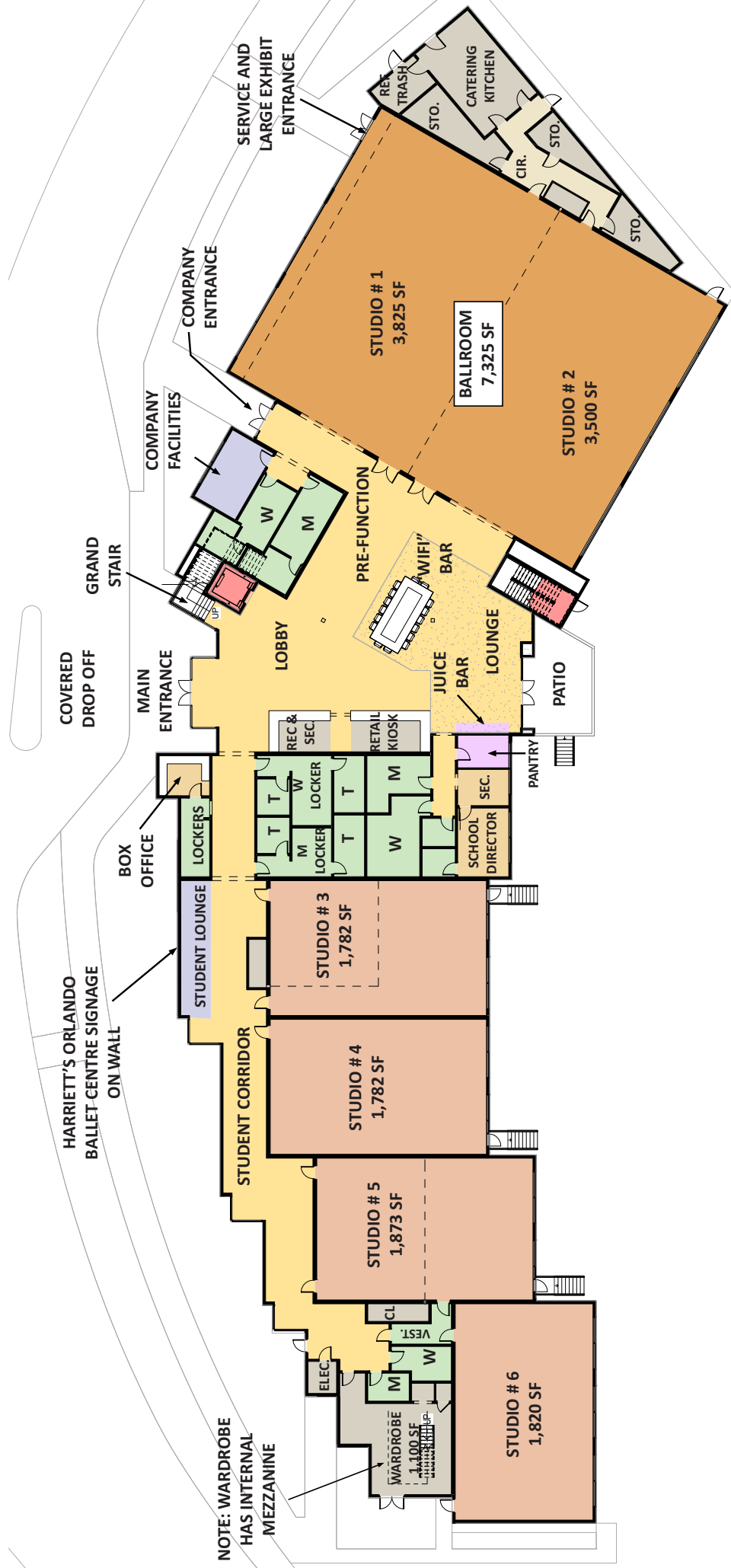


RSVP
ROB SCHAEFFER
VISUALIZATION
AND PLANNING

ORLANDO BALLET - NORTH LAKE FORMOSA DRIVE
CONCEPT PRESENTATION

OVERALL SITE PLAN

SCALE: N.T.S.
JOB NO. 180B01
4.12.18



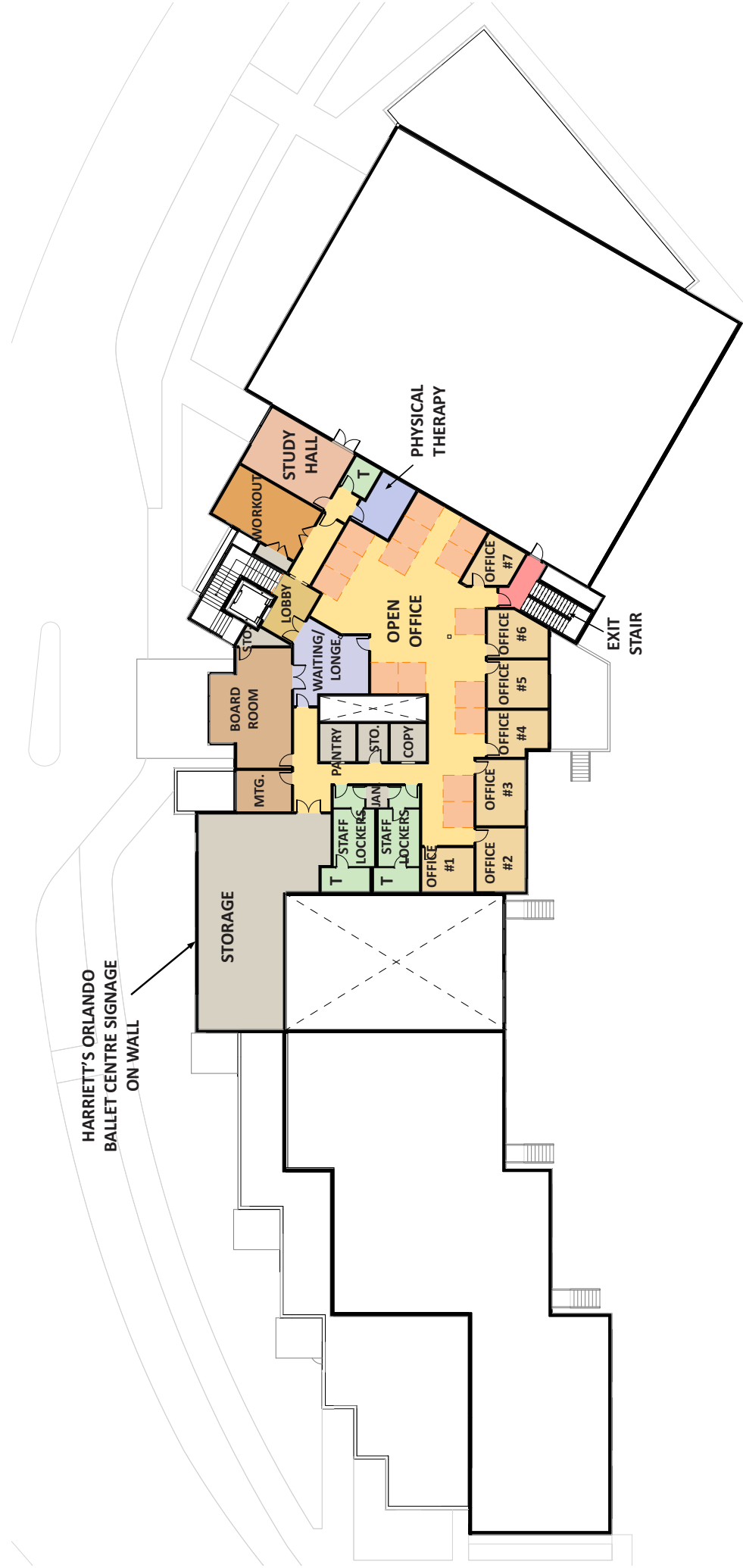


EXHIBIT “B”

Legal descriptions of “Added Property” to be added to the Premises
as well as the “Original Premises”

ADDED PROPERTY

Lot One (1) of Block Five (5) of Loch Haven as per plat thereof, recorded in Plat Book
“O”, pages 107-108, among the Public Records of Orange County, Florida.

AND ALSO

EXHIBIT "B" (CON'T)

ORIGINAL PREMISES

Whatever right, title and interest the City of Orlando may now own or hereafter acquire, in and to the following described property:

Lots 1, 2, 3 and 4, Block 5, LOCH HAVEN REPLAT as per plat thereof as recorded in Plat Book "Q", page 9, Public Records of Orange County, Florida, less Lot 1, Block 5 of LOCH HAVEN SUBDIVISION as per plat thereof as recorded in Plat Book "O", Page 107 of the Public Records of Orange County, Florida, and less the following description: Begin at the Northeast Corner of Lot 4, Block 5 of Said LOCH HAVEN REPLAT, run Northwesterly 97 feet along the south side of Lake Formosa Drive run thence Southwesterly 165 feet, more or less to shoreline of said Lake Formosa, thence Southeasterly along margin of lake 77 feet to Southeast Corner of said Lot 4, thence Northeasterly 159.17 feet to Point of Beginning. Being the same property conveyed in Official Records BOOK 2671, PAGE 153.

AND LESS AND EXCEPT THE FOLLOWING PARCELS:

Parcel 1

A portion of a parcel of land as described in Official Records Book 2671, Page 153 of the Public Records of Orange County, Florida, Lying in Section 13, Township 22 South, Range 29 East, Orange County, Florida. Said Parcel being more particularly described as follows:

Commence at the Northwest corner of Lot 1, Block 5 of LOCH HAVEN SUBDIVISION as per plat thereof as recorded in Plat Book "O", page 107 of the Public Records of Orange County, Florida, said point being on a non-tangent curve concave Easterly, having a radius of 334.93 feet a chord of 28.76 feet and a central angle of 04°55'15" that bears North 13°01'54" East; thence along the arc of said curve and Easterly right of way of Alden Road per said plat, a distance of 28.77 feet to the Point of Beginning; said point being on a non-tangent curve concave Southeasterly, having a radius of 334.93 feet a chord of 103.08 feet and a central angle of 17°49'45" that bears North 24°24'24" East; thence along the arc of said curve and Easterly right of way of Alden Road a distance of 104.22 feet; thence leaving said Easterly right of way, run South 56°40'40" East, 3.24 feet; thence South 26°10'58" West, 103.35 feet to the Point of Beginning.

Said Parcel contains 0.01 acres or 446.58 sq Ft, more or less.

Parcel 2

A portion of a parcel of land as described in Official Records Book 2671, Page 153 of the Public Records of Orange County, Florida. Lying in Section 13, Township 22 South, Range 29 East, Orange County, Florida. Said parcel being more particularly described as follows:

Commence at the Northwest corner of Lot 1, Block 5 of LOCH HAVEN SUBDIVISION as per plat thereof as recorded in Plat Book "O", page 107 of the Public Records of Orange County, Florida, said point being on a non-tangent curve concave Easterly, having a radius 334.93 feet a chord 154.28 feet and a central angle of 26°37'51" that bears North 23°53'11" East; thence along the arc of said curve and Easterly right of way of Alden Road per said plat, a distance of 155.67 feet to the Point of Beginning; said point being on a non-tangent curve concave Southeasterly, having a radius of 334.93 feet a chord of 57.70 feet and a central angle of 09°52'58" that bears North 42°08'36" East; thence along the arc of said curve and Easterly right of way a distance of 57.77 feet; thence leaving said Easterly right of way, run South 42°54'52" East, 2.00 feet to a point on a non-tangent curve concave Southeasterly, having a radius of 332.93 feet to a chord of 57.35 feet and a central angle of 09°52'58" that bears South 42°08'39" West;

thence along the arc of said curve a distance of 57.43 feet; thence North $52^{\circ}57'50''$ West, 2.00 feet to the Point of Beginning. Said parcel contains 115.40 sq Ft, more or less.

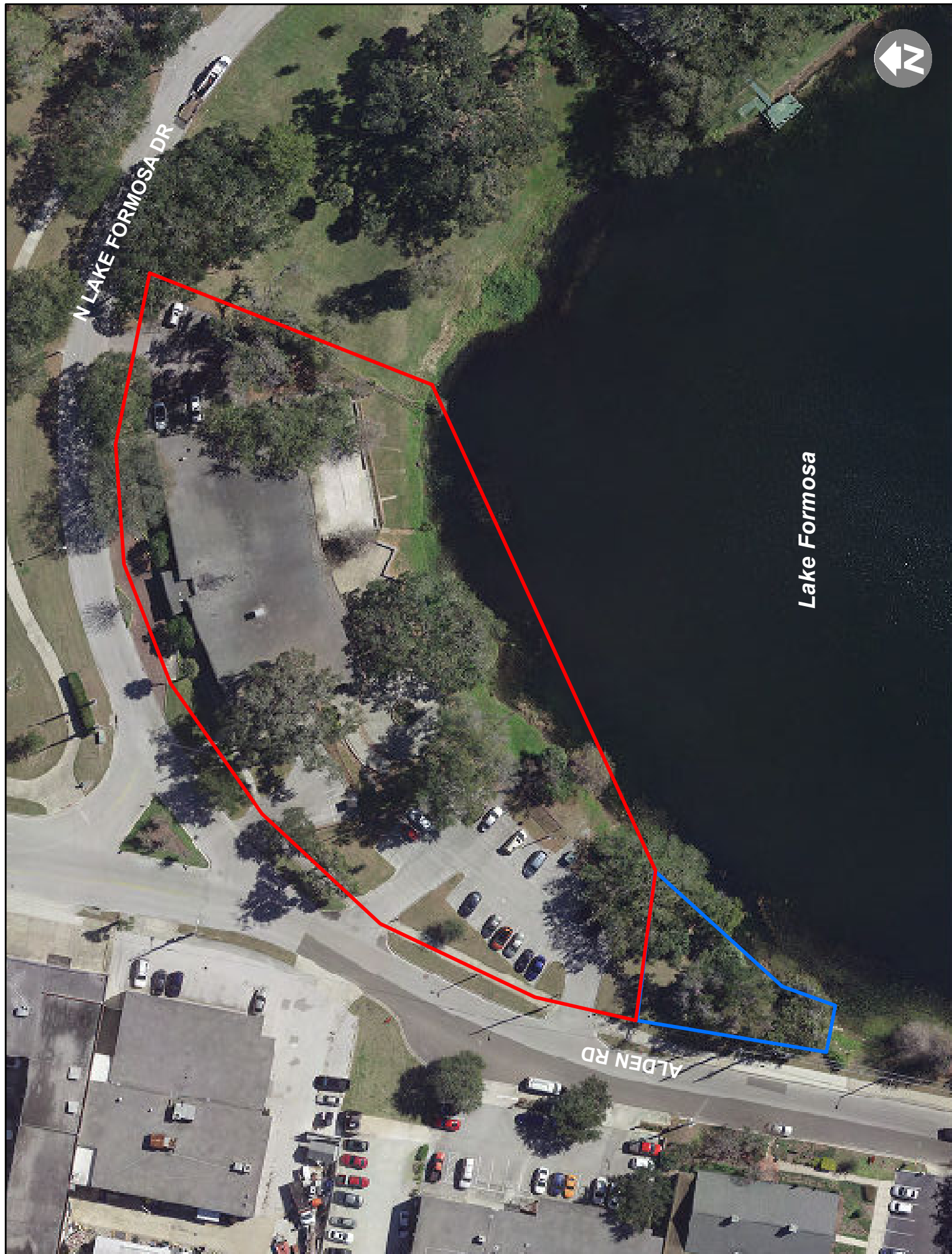


EXHIBIT "C"

MEMORANDUM OF AMENDMENT TO LEASE

THIS MEMORANDUM OF LEASE is executed to become effective as of the ____ day of _____, 2018, by and between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation existing under the laws of the State of Florida ("**Landlord**"), whose mailing address is 400 South Orange Avenue, Orlando, Florida 32801, and **ORLANDO BALLET, INC.**, a Florida corporation not for profit ("**Tenant**"), whose mailing address is 415 East Princeton Avenue, Orlando, FL 32803.

Landlord has leased the Premises described below to Tenant pursuant to the following terms:

1. Date of original Lease: April 28, 2014.
2. Description of Premises (The land subject to the original lease ("Original Premises") and the property added pursuant to the Amendment to Lease ("Added Property") are described as follow:

See **Exhibit "A"** attached hereto

3. Date of Term Commencement of original lease is April 28, 2014, which has not been modified by the Amendment to Lease.
4. Initial Lease Term: 50 years.
5. Options to Extend: 25 years for First Extension
24 years for Second Extension

The purpose of this Memorandum of Amendment to Lease is to give notice of the Amendment to Lease and the rights created thereby, all of which are hereby confirmed.

(signatures on the following pages)

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Amendment to Lease as of the dates set forth.

**CITY OF ORLANDO, FLORIDA a Florida
municipal corporation**

ATTEST:

By: _____
_____, City Clerk

By: _____
Mayor/ProTem

WITNESSES:

Executed on _____, 2018

By: _____
Print Name: _____

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND
RELIANCE OF THE CITY OF ORLANDO,
FLORIDA, ONLY.

By: _____
Print Name: _____

_____, 2018

Assistant City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ and _____, the Mayor/Mayor Pro Tem and City Clerk, respectively of the City of Orlando, Florida, a Florida municipal corporation, and who executed the foregoing on behalf of the corporation. They are personally known to me or produced the identification as set forth below.

AFFIX NOTARY STAMP

Signature of Notary Public

Print Notary Name

My Commission Expires: _____

Commission No.: _____

☐ Personally known, or

☐ Produced Identification

Type of Identification Produced

WITNESSES:

Print Name: _____

Print Name: _____

**ORLANDO BALLET, INC., a Florida
corporation not for profit**

By: _____
Print Name: _____
As its President

Executed on _____, 2018

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ as President of Orlando Ballet, Inc., a Florida corporation not for profit, on behalf of the corporation. He/She is personally known to me or who has produced the identification set forth below.

AFFIX NOTARY STAMP

Signature of Notary Public

Print Notary Name
My Commission Expires: _____
Commission No.: _____

☐ Personally known, or
☐ Produced Identification
Type of Identification Produced

EXHIBIT “A”

Legal Descriptions of “Added Property” and “Original Premises” as
amended by Amendment to Lease

ADDED PROPERTY

Lot One (1) of Block Five (5) of Loch Haven as per plat thereof, recorded in Plat Book
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AND ALSO

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Parcel 2

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