

## AMENDMENT TO DOWNTOWN ARTS DISTRICT LEASE

This Amendment to Downtown Arts District Lease ("Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **CITY OF ORLANDO**, a Florida municipal corporation with a principal address of 400 South Orange Avenue, Orlando, FL 32801 (hereinafter "Landlord" or "City"), and the **DOWNTOWN ARTS DISTRICT, INC.**, a Florida corporation not for profit, with a principal address of 37 and 39 S. Magnolia Avenue, Orlando, FL 32801 (hereinafter "Tenant").

### WITNESSETH:

**WHEREAS**, the City and Tenant previously entered into the Downtown Arts District Lease dated June 25, 2018 (the "Lease") whereby the City leases the real property and improvements located at 37 and 39 S. Magnolia Avenue, Orlando, FL 32801 to the Tenant for a period of five (5) years ending June 30, 2023, with a Tenant option to renew for one term of five (5) years; and

**WHEREAS**, Tenant is in the process of applying for an Orange County Arts & Cultural Affairs grant (the "Grant") to provide the Tenant with funds to renovate the cultural facility located on the Leased Premises; and

**WHEREAS**, the Grant requires that the Tenant have a minimum lease term of fifteen (15) years, and Tenant has requested that the City amend the Lease to extend the term; and

**WHEREAS**, the City has determined that the grant-funded improvements to the cultural facility and its continued operation is of substantial benefit to the citizens of Orlando, and that Tenant's request is reasonable and should be granted;

**NOW, THEREFORE**, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the City and Tenant do hereby covenant and agree as follows:

1. The statements in the foregoing preamble are true and correct and are hereby incorporated in this Amendment by reference. All capitalized terms not defined herein shall have the meaning set forth in the Lease.

2. The Lease is hereby amended by deleting Section 3.01 titled, "Renewal Option", and replacing it with the following language:

**Section 3.01 Renewal Options.** The Tenant shall have two (2) options to renew the Lease on the terms and conditions contained in this Article. Should Tenant timely exercise the First Option to Renew, the Term of the Lease shall be extended for five (5) years ending June 30, 2028. Should the Tenant timely exercise the Second Option to Renew, the Term of the Lease shall be extended for approximately seven (7) years ending December 31, 2035, provided that such Second Option to Renew is contingent upon Tenant applying for and receiving the Grant.

3. The remaining terms and conditions of the Lease shall remain in full force and effect to the extent they are not modified by the provisions of this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment to Downtown Arts District Lease as of the date first written above.

**LANDLORD – CITY OF ORLANDO**

\_\_\_\_\_  
Mayor / Pro Tem

**ATTEST:**

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the  
City of Orlando, Florida, only.  
\_\_\_\_\_, 2019.

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

**TENANT – DOWNTOWN ARTS DISTRICT, INC.**

By: James R. Lussier  
Print Name: James R. Lussier  
Print Title: Board Chairman

Witnesses:  
Sign: Kristine A. Cross  
Print Name: Kristine A. Cross  
Sign: Margaret S. Houck  
Print Name: Margaret S. Houck

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of March, 2019, by James R. Lussier, as Chairman of the Downtown Arts District, Inc., a Florida corporation not for profit, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Margaret S. Houck  
Signature of Notary Public  
AFFIX NOTARY STAMP

Signature Page  
Amendment to Downtown Arts District Lease

