

## FIRST AMENDMENT TO LEASE AGREEMENT

**THIS FIRST AMENDMENT TO LEASE AGREEMENT (“First Amendment”)** is made this \_\_\_ day of \_\_\_\_\_ 2017, by and between **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**, a body corporate existing under the laws of the State of Florida (“School Board”) having an address of 1960 Landings Boulevard, Sarasota, FL 34231 and **RINGLING COLLEGE OF ART AND DESIGN, INC.**, a Florida corporation, (“Ringling”) having an address of 2700 North Tamiami Trail, Sarasota, FL, 34234.

Recital 1. School Board and Ringling entered into a Lease Agreement dated July 22, 2008 (the “Lease”) whereby Ringling leases certain real property (“Demised Premises”) more commonly referred to and known as the “Historic Sarasota High School Building,” situated in Sarasota County, Florida, as more particularly described on Exhibit A of such Lease.

Recital 2. The parties wish to extend the boundaries of the Demised Premises as shown on Exhibit A attached to this First Amendment, which extends the eastern boundary of the Leased Premises directly behind the Historic Sarasota High School Building to include the structure commonly referred to as “Building 42” within the Leased Premises and the real property located north of Building 42 referred to as “Lots 7 and 8”, within Block C of Glenwood Park.

Recital 3. Ringling conducted a fund raising campaign to raise monies for improvement and operation of the building and grounds and has made renovations to the Demised Premises. Ringling intends to commence additional renovations in the early months of 2017. Before these renovations begin, the parties wish to amend the Lease to modify certain Lease provisions and to clarify their rights and responsibilities.

**Now Therefore**, for the mutual covenants and premises herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the undersigned parties agree as follows:

1. Status of Parties. Each party acknowledged that, to the best of its knowledge the other party has complied in all material respects with the obligations under the Lease occurring on or prior to the date hereof and that to the best of its knowledge, the other party is not in default under the terms of the Lease. With regard to paragraph 17, an extension of the December 31, 2009 was given, and the parties confirm that the fundraising requirements have been met.
2. Additional Space. School Board hereby Leases to Ringling the additional area that includes Building 42 and Lots 7 and 8 as shown on the attached Exhibit A. Exhibit A attached to this Lease Amendment hereby replaces Exhibit A of the original lease, and the term “Demised Premises” as used in the Lease are now shown on Exhibit A attached hereto.
3. Commencement of 99 Year Term. The parties agree that the ninety-nine year term of the Lease shall commence upon the Effective Date of this Lease Amendment. Section 2 of the Lease is modified to reflect the modified term of the Lease.

4. Additional Uses. The following is added to Section 4 of the Lease:

In addition to the uses stated in this Section 4, the Demised Premises may include a museum retail space and a restaurant. School Board has not given permission for alcohol to be served in the restaurant in the ordinary daily course of its business. However, because of the length of this ninety-nine year lease and the unique nature of the use of the Demised Premises by Ringling, School Board agrees that Ringling or its hired caterers may serve alcohol at special events, including by way of example but not limited to museum exhibition openings, member receptions, and donor recognition events held upon the Demised Premises, provided that Ringling or its hired caterers has any necessary liquor license for the event, if required by applicable governmental authorities. These events shall take place at times when school is not in session (0700 – 1500 hrs or the established staff duty day) .

5. Insurance. In recognition of the length of the Lease term and Ringling’s significant financial investment in the Demised Premises, the Parties wish to modify provisions in the Lease with regard to distribution of insurance proceeds following a casualty. Section 12 of the Lease is deleted in its entirety and replaced with the following:

The Board shall keep the improvements now or thereafter located on the Demised Premises, together with all fixtures situated therein, insured against loss or damage by fire, water, and wind storm, for 100% of the full replacement value thereof. Said insurance to be issued by an insurance company or companies authorized to do business in the state of Florida. The Board and Ringling will mutually agree on the value of the “improvements” made to the Demised Premises by Ringling, initially based on the cost of construction of those improvements. The Board’s insurance carrier will then estimate the impact of those “improvements” on the premium paid by the Board. The Board will then bill Ringling for that incremental increase to their premium on an annual basis. Any proceeds payable from any fire or casualty insurance shall be payable to the Board. Should Ringling decide to rebuild on the same site under paragraph 14 below, such proceeds will be made available by the Board to Ringling for use in reconstructing or repairing the damage sustained to any of the permanent improvements (including both the original structure and the improvements made by Ringling) on the Demised Premises. If Ringling elects to terminate the Lease pursuant to paragraph 14 below, the insurance proceeds shall be disbursed as follows: a) to pay the costs of demolition of all Improvements, b) removal of rubble and debris, and c) any additional work to remove unsafe or unsanitary conditions. Any remaining proceeds shall be distributed as follows: upon completion of building improvements by Ringling the Board and Ringling agree to share remaining proceeds on a fifty/fifty basis. Should a loss occur prior to completion of improvements by Ringling the parties will agree on a shared percentage based on the percent the project is complete. The parties agree to reevaluate this provision of the agreement upon completion of construction. Ringling further agrees to carry a separate policy to cover the contents of the building, including all art and related items.

6. Designation by Signage. Section 6 of the Lease includes the following sentence: “Such plan must include, among other things, provision for the separation of parking facilities between Ringling and the School Board use, appropriate signage, and School Board use of Ringling’s parking area during special school events such athletic competitions.” That sentence is revised

to read as follows: “Such plan must include, among other things, signage that designates separation of parking facilities between Ringling and School Board use, and School Board use of Ringling’s parking area during special school events such as athletic competitions.”

7. Secretary’s Guidelines. The requirement in Paragraph 7 that all improvements and alterations must meet the Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings is deleted.

8. Asbestos and Lead. The following is added to Paragraph 8:

To the extent that lead abatement is necessary on the Demised Premises, Ringling shall be responsible for same at its cost. Paragraph 8 includes a provision that School Board will pay for any additional and necessary removal of asbestos up to a limit of Twenty Thousand Dollars after the commencement of the Lease. This \$20,000 amount shall apply to asbestos removed from either Historic Sarasota High School Building or to Building 42 as well.

9. Removal of F.S. 255.05 requirement. The last sentence of Paragraph 16 is deleted.

10. Additional Parking. The Demised Premises have been extended to include an additional parking area on Lots 7 and 8 along Browning Street as shown on attached Exhibit A. The current area is a shelled parking area used in connection with football games other stadium events, and staff parking. Ringling shall be permitted to improve the area for parking. School Board shall also have the right to use the parking lot, however developed, which include adjacent Ringling-owned parcels, for football games and other stadium events. Further, School Board shall have the right to use Lots 7 and 8 for staff parking. If Ringling-owned parcels are included as part of a shared parking area, Ringling reserves the right to later remove such parcels from the parking area to accommodate future development or use changes.

11. Easement. School Board hereby grants to Ringling a non exclusive easement over the existing roadway which exists east of Building 42 for pedestrian and vehicular ingress and egress. The easement may be used by Ringling, its officers, agents, employees, contractors, guests and invitees, as well as emergency, fire, police, delivery, or service vehicles coming to the Demised Premises. School Board shall allow Ringling to install and maintain a grease trap serving Building 42, within the roadway at mutually agreeable location provided that the installation and maintenance are performed in accordance with all governmental regulation and do not unreasonably interfere with usage of the roadway. The School Board retains the right to fence and/or gate the roadway as part of its campus perimeter security provided however, that Ringling will have keys or codes to the gate to grant access at mutually agreeable times.

12. Utilities. The following is added to Paragraph 5 of the Lease: Ringling and School Board hereby agree to share the cost of separating the power serving the Demised Premises from the remainder of the School Board property. Upon completion of the power separation, Ringling shall provide School Board with supporting documentation as to the cost the separation. School Board shall reimburse Ringling one-half of the separation cost.

13. Surrender of Premises. The following sentence is added to Paragraph 25 of the Lease. "In the event of a substantial destruction to the Demised Premises wherein the Improvements are not rebuilt, Ringling shall raze the building, remove all debris and rubble, and return the land in a safe and sanitary condition."

14. Ratification of Terms. All other terms of the Lease which are not inconsistent herewith are ratified and confirmed.

**Witnesses:**

**SCHOOL BOARD OF SARASOTA COUNTY,  
FLORIDA**

\_\_\_\_\_  
Witness to School Board

By: \_\_\_\_\_  
Caroline Zucker  
As its Chairman

\_\_\_\_\_  
Witness to School Board

Approved for Legal Content  
December 14, 2016, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: ASH

**Witnesses:**

**RINGLING SCHOOL OF ART AND DESIGN, INC.**

\_\_\_\_\_  
Witness to Ringling

By: \_\_\_\_\_  
Larry R. Thompson  
President

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Witness to Ringling