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FIRST AMENDMENT TO LEASE

This Amendment made as of the ___ day of May, 2024, by and between the **TOWN OF RIDGEFIELD**, a municipal corporation of the State of Connecticut, with a principal place of business at 400 Main Street, Ridgefield, Connecticut 06877 (the “Landlord”), and the **ACT (A Contemporary Theatre), Inc.**, a nonprofit corporation, with an address of 36 Old Quarry Road, Ridgefield, Connecticut 06877 (the “Tenant”) (Landlord and Tenant are collectively referred to as the “Parties”).

WHEREAS, on or about March, 2017, the Landlord and Tenant entered into a Lease for premises described therein which include an area known as “The Schlumberger Auditorium” and other areas located at 36 Old Quarry Road, Ridgefield, Connecticut (the “Lease”). The Lease is recorded in Book 1044, Pages 926-936 of the Ridgefield Land Records.

WHEREAS, the initial term of the Lease was for a period of five years beginning on March 1, 2017, and ending on February 28, 2022 (the “Initial Term”);

WHEREAS, the Lease includes three five-year options to renew, and the Tenant has exercised the first option to renew in accordance with the Lease. The Renewal Term will expire on February 28, 2027 (the “First Renewal Term”); and

WHEREAS, the Parties desire to provide for additional options to renew, and to make other changes to the Lease as outlined herein.

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are true and accurate and are hereby incorporated herein by reference.
2. **Option to Renew.** The paragraph entitled “Option to Renew” is amended to read as follows to provide for additional options to renew:

Provided that Tenant is not in default hereunder, Tenant shall have the right and option of extending the Term of this Lease beyond the First Renewal Term for an additional five (5) successive periods of five (5) years each (each, a “Renewal Term”), subject to all of the terms, covenants and conditions of the Lease.

Such option(s) shall be exercised by notification by Tenant to Landlord, in writing, of its election to do so, no earlier than one (1) year, nor later than six (6) months, prior to the expiration of the First Renewal Term, or any Renewal Term, hereof.

DRAFT

3. **Paragraph Fifth, Condition, Alterations, etc.** Section (B) of Paragraph 5th – Condition, Alterations, Etc. is deleted and replaced with the following for purposes of deleting the words “including the roof” from the section:

(B) The Tenant shall make any and all repairs and replacements to, and shall also maintain the water, air conditioning, plumbing and electrical systems serving, the demised premises as well as any and all repairs, replacements and renewals with respect to the interior and exterior.

4. **Miscellaneous.** Except as otherwise expressly set forth in this Amendment, the Lease shall remain in full force and effect according to its terms and shall inure to the benefit of and shall be binding upon the parties hereto and their respective permitted successors and assigns. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. This Amendment shall be binding on the parties when executed and delivered by the parties to one another by facsimile and/or other electronic transmission. It is understood and agreed that the Lease, as amended hereby, is in full force and effect and has not been modified, supplemented, or amended in any way by any written or oral agreements between Landlord and Tenant, except as expressly set forth in this Amendment. The parties hereto each represent and warrant that it has full power and lawful authority to enter into and perform its obligations under this Amendment, and that the person or persons signing on its behalf has been duly authorized to do so. In the event of a conflict between the terms of this Amendment and the Lease, the terms of this Amendment shall govern.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

TOWN OF RIDGEFIELD

By _____
Rudy Marconi, First Selectman
Duly Authorized

ACT (A Contemporary Theatre), INC.

By _____
Name:
Title:
Duly Authorized