

AMENDMENT TO LEASE

This Amendment made as of the ___ day of September, 2023, 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 **RIDGEFIELD WORKSHOP FOR THE PEROFMING ARTS, INC.**, a non-profit corporation with an address of 37 Halpin Lane, Ridgefield, Connecticut 06877 (the “Tenant”) (Landlord and Tenant are collectively referred to as the “Parties”).

WHEREAS, on or about October 20, 2006, the Landlord and Tenant entered into a Amended and Restated Lease (the “Lease”) for premises known as “The Ridgefield Theatre Barn” located at 37 Halpin Lane, Ridgefield (the “Demised Premises”);

WHEREAS, the current term of the Lease is for 25 years, ending on December 31, 2031 (the “Term”); and

WHEREAS, the Parties desire to amend the lease to provide for renewal terms beyond December 31, 2031.

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. **Renewal Term.** The paragraph entitled “Term” is amended to read as follows:

The initial term of the Lease shall be 25 years commencing with the effective date for a total of 25 years, ending on December 31, 2031 (the “Initial Term”).

Provided that Tenant is not in default hereunder, Tenant shall have the right and option of extending the Initial Term of this Lease for two (2) 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 six (6) months, nor later than three (3) months, prior to the expiration of the Initial Term, or any Renewal Term, hereof.

3. **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.

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

**THE RIDGEFIELD WORKSHOP FOR
PERFORMING ARTS, INC.**

By _____