

FIRST AMENDMENT TO AGREEMENT TO LEASE

Execution Date November 1, 2018

By and between Art House Management LLC, A Montana Nonprofit Limited Liability Company as Tenant(s)

and The City of Billings, Montana, as Landlord(s).

Amendment/Effective Date: _____, 20__

The terms and provisions of the above referenced Agreement to Lease are hereby accepted as to all terms and provisions, except as follows:

1. Section 2: Term and Possession of Premises: Landlord to grant Tenant up to three (3) years of expense relief as noted herein, known as the "Abatement Period". The Abatement Period shall begin on the Execution Date of this Amendment and continue through the First (1st) anniversary thereof and shall include two (2) one (1) year renewals which must be mutually approved by both Landlord and Tenant. Throughout the Abatement period, Tenant commits to provide biannual updates related to its reopening and remodel project to City Staff and Council as appropriate to aid in Landlord's decision-making process related to any renewals beyond the first year of the Abatement period. Throughout the entire Abatement period, Tenant shall have the one-time right to terminate this Lease without penalty, premium, or additional fee. Tenant may exercise this right by delivering written notice to Landlord at least ninety (90) days prior to the intended termination date. Upon the effective date specified in such notice, this Lease shall terminate, and neither party shall have any further obligations hereunder except for those that expressly survive termination.
2. Section 13: Taxes and Assessments: Upon full execution of this amendment, Landlord to pay all Taxes and Assessments named in Section 13 throughout the entire Abatement Period or until such time that Tenant reopens its normal operations, whichever, is sooner.
3. Section 14: Utilities: Upon full execution of this amendment, Landlord shall pay all Utilities and expenses, including common expenses, named in Section 14 throughout the entire Abatement Period or until such time that Tenant reopens its normal operations, whichever is sooner.
4. Section 16: Insurance:
 - a. Subsection A: Commencing March 1, 2026, Landlord to be responsible for all insurance coverage and related premiums for the insurance coverage noted in Section 16 Subsection A throughout the entire Abatement Period or until such time that Tenant reopens its normal operations, whichever, is sooner. Landlord shall likewise provide Tenant with a copy of the declarations page of any insurance policies and name Tenant as an additional insured.
 - b. Subsection B: Tenant shall maintain its own liability insurance coverage, naming Landlord as additionally insured.

- c. Subsection C: Upon full execution of this amendment, Tenant to remove Lease Liquor liability insurance throughout the entire Abatement Period or until such time that Tenant reopens its normal operations, whichever, is sooner.

DRAFT

TENANT

LANDLORD

By: _____

By: _____

By: _____

By: _____

Date: _____

Date: _____

DRAFT