

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement is entered into this _____ day of _____, 2019, by and between Caroline Street Corridor and Bahama Village Community Redevelopment Agency hereinafter (“LANDLORD”) and AER Photography, Inc., (hereinafter “TENANT”).

WITNESSETH

WHEREAS, LANDLORD and TENANT entered into a Lease Agreement on the 6th day of January 4, 2018 per City Resolution 18-019, (the “Lease Agreement”), pertaining to the premises located at 205 Elizabeth Unit F in the Historic Seaport,

WHEREAS, the LANDLORD and TENANT now desire to amend their Lease Agreement which is attached hereto as Exhibit “A”,

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, LANDLORD and TENANT agree as follows:

Sections 1.8 and 6(a), pertaining to Use of Premises, shall be amended to include the following: Upon receipt of the applicable licenses TENANT may offer beer and wine for sale to its patrons as an accessory use to the operation of a retail art gallery with no consumption area.

Section 1.8 and Section 6(e) pertain to Use of Premises shall be amended to state: Not use the Demised Premises or permit the same to be used in any manner which violates any law, ordinance, including but not limited to;

Ordinance 19-03 amending Chapter 26, Section 223 of the Code of Ordinances entitled “Sale of Sunscreen”;

Ordinance 19-22 amending Chapter 26, Sections 312-315 entitled “Plastics” to prohibit the distribution or sale of plastic straws or stirrers;

Resolution 19-174 that restricts the use of polystyrene;

or constitutes a nuisance; for lodging purposes; that may injure the reputation of the Property or annoy, inconvenience or damage its patrons or other tenants; or that would constitute an extra-hazardous use or violate any insurance policy of TENANT, LANDLORD, or any other tenant in the Property or increase the cost thereof.

2. Except as modified herein, the Lease Agreement as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made this First Amendment to Lease Agreement on the date first written above.

Caroline Street Corridor and Bahama
Village Community Redevelopment Agency

ATTEST:

Cheryl Smith, City clerk

By: _____
Teri Johnston, Chairwoman

AER Photography, Inc.

Witness

Alicia E. Renner, President

The foregoing First Amendment to Lease Agreement was acknowledged before me this ____ day of _____, 2019, by Alicia E. Renner, who is personally known to me, or who [] produced _____ as identification.

My commission expires:

Notary Public
Print name: _____

Exhibit "A"
Lease Agreement