

## FOURTH AMENDMENT TO LEASE AGREEMENT

This Fourth Amendment to Lease Agreement is entered into this \_\_\_ day of \_\_\_\_\_ 2016, by and between Key West Caroline Street and Bahama Village Community Redevelopment Agency hereinafter (“CRA”) and, Tim Wegman (hereinafter “TENANT”).

### WITNESSETH:

WHEREAS, CRA and TENANT entered into a Lease Agreement on July 1, 2011, (hereinafter the “Lease Agreement”), pertaining to the premises located at 907 Caroline Street, Key West, Florida.

WHEREAS, the CRA and TENANT entered into the first amendment to the Lease Agreement by Resolution 07-013 on January 3, 2007 and,

WHEREAS, the CRA and TENANT entered into the second amendment to the Lease Agreement by Resolution 11-349 on December 6, 2011 and,

WHEREAS, the CRA and TENANT entered into a third amendment to the Lease Agreement by Resolution 16-219 on June 6, 2016,

WHEREAS, the CRA and TENANT now desire to enter into a fourth amendment to the Lease Agreement.

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

1. Section 1.5 and Section 3 Term, shall be amended to state that the term of the Lease shall be extended beginning October 1, 2016 and ending on April 30, 2017. Tenant shall have up to thirty days beginning May 1, 2017 to vacate the Premises and Tenant shall pay rent only for the days that Tenant occupies the premises during the thirty day period.

In the event the CRA delays the construction or renovation of the building wherein the Demised Premises are located, the Tenant may request a six month extension of the Lease term under all of the same terms and conditions as provided for in this extended Lease term.

2. Section 1.6 and 4.4 (a) and paragraph 4.4(c) Rent, “Exhibit B-1” is hereby deleted in its entirety and therefore beginning October 1, 2016 the monthly minimum base rent, common area charges (CAM) and sales tax shall be as follows:.

|           |                 |
|-----------|-----------------|
| Rent      | \$2,022.65      |
| CAM       | \$347.74        |
| Sales tax | <u>\$177.18</u> |
| Total     | \$2,548.17      |

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

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

ATTEST

CRA

\_\_\_\_\_  
Cheryl Smith, City clerk

\_\_\_\_\_  
Craig Cates, Chairman

Tenant: Tim Wegman

\_\_\_\_\_  
Tim Wegman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

The foregoing Fourth Amendment to Lease Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Tim Wegman who is personally known to me, or who [ ] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print name

My commission expires: