

**FIRST AMENDMENT TO LEASE AGREEMENT**

This First Amendment to Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Caroline Street Corridor and Bahama Village Community Redevelopment Agency hereinafter (“LANDLORD”) and Key West Ice Cream Factory, Inc., (hereinafter “TENANT”).

**WITNESSETH**

WHEREAS, LANDLORD and TENANT entered into a Lease Agreement on the 20th day of June, 2007, (the “Lease Agreement”), pertaining to the premises located at 201 William Street in the Key West Bight

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:

1. Section 14 shall be amended to provide for a one time an abatement of rent for lost sales in the amount of \$4,839.00 during the five day period the business was closed due to LANDLORD repairs to the building structure from June 4 through June 8, 2012.
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: \_\_\_\_\_  
Craig Cates, Chairman

Key West Ice Cream Factory, Inc.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Scott Cates

\_\_\_\_\_  
Witness

The foregoing First Amendment to Lease Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by\_\_\_\_\_, who is personally known to me, or who [ ] produced \_\_\_\_\_ as identification.

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

My commission expires:

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

**Exhibit "A"**  
**Lease Agreement**