

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement is entered into this _____ day of _____, 2012, by and between Caroline Street Corridor and Bahama Village Community Redevelopment Agency hereinafter (“LANDLORD”) and Capital Bank, successor in interest to TIB Bank of the Keys, (hereinafter “TENANT”).

WITNESSETH

WHEREAS, LANDLORD and TENANT entered into a Lease Agreement on the 1st day of October, 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 1.2 shall be amended to state that Tenant’s name and Trade Name is Capital Bank
2. 1.5 and Section 3 shall be amended to a term of two years effective October 1, 2012
3. The document attached to the Lease Agreement and referred to as “Exhibit B” in paragraph 1.6, paragraph 4.4(a), and paragraph 4.4(c), of the Lease Agreement is hereby deleted in its entirety and replaced with “Exhibit B-1”, which is attached hereto and incorporated by reference.
4. 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

Capital Bank

Witness

By:

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

Exhibit "B-1"

Amended Rent Schedule

