

SECOND AMENDMENT TO LEASE AGREEMENT

This Second 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 Tim Wegman D/B/A The Piano Shop (hereinafter “TENANT”).

WITNESSETH

WHEREAS, LANDLORD and TENANT entered into a Lease Agreement on the 1st day of May, 2005 and the First Amendment thereto on the 18th of January, 2007 for property located at 907 Caroline 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 and 1.3 Tenant and Guarantor, shall be amended to remove Donford Warricks as a tenant and guarantor and the lease shall continue with Tim Wegmen solely as the Tenant and Guarantor. Tenants Trade Name shall be changed to Caroline Street Music and Health Garden Too.
2. Section 1.5 and Section 3 Term, shall be amended to state that the term of the lease shall be for five years effective July 1, 2011 and ending on the last day of June 2016.
3. Section 1.6 and 4.4 (a) and paragraph 4.4(c) Rent, “Exhibit B” is hereby deleted in its entirety and replaced with “Exhibit B-1”, which is attached hereto and incorporated by reference.
4. Section 1.8 and 6 Use, shall be amended to add the retail sale of packaged health food and related products such as lotions soap, etc.
5. Section 6.1 Use of Common Areas – Tenant expressly agrees that tenant shall not use any area outside of the demised premises for any purpose whatsoever with one exception, that in the event there is not interior space available, tenant may have one piano temporarily stored on the covered porch while being repaired, and in no event shall the storage exceed thirty days. In the event that Tenant does not comply, Landlord will have the option to terminate this lease after three days written notice to cure has been delivered to Tenant.
6. 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

Witness

Tim Wegman

Lessee

The foregoing First Amendment to Lease Agreement was acknowledged before me this
____ day of _____, 2011, by _____, who is personally known to
me, or who [] produced _____ as identification.

Notary Public

My commission expires:

Print name: _____

Lessor

The foregoing First Amendment to Lease Agreement was acknowledged before me this
____ day of _____, 2011, 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