

SECOND AMENDMENT TO LEASE AGREEMENT

This Second 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 The Cuban Coffee Queen, LLC (hereinafter “TENANT”).

WITNESSETH

WHEREAS, LANDLORD and TENANT entered into an assignment of the original Lease Agreement and First Amendment to the Lease Agreement on the 7th day of June, 2011, (the “Lease Agreement”), pertaining to the premises located at 284 Margaret 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-1”,

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 2 of the Lease Agreement, Demised Premises is amended to expand the space to 240 square feet that is separately demised in the storage building located adjacent to 284 Margaret Street (the “Storage Building Space”) and more particularly identified on Exhibit “B-1”, attached hereto.
2. Section 3 of the Lease Agreement, Term, is amended to provide that the Storage Building Space will become co-terminus with the lease expiring August 31, 2014.
3. Section 4 of the Lease Agreement, Rent, is amended to provide that in addition to the rent set forth in the Lease Agreement, TENANT herein expressly agrees to pay unto CRA \$320.00 per month for use of the Storage Building Space Dollars per month and subject to any increases in rent as provided for in the lease plus applicable taxes.
4. Section 6 of the Lease Agreement, Use of Premises, is amended to provide that TENANT shall utilize the Storage Building Space for the storage of goods and for no other purpose.
5. Section 5 of the First Amendment to the Lease Agreement, Additional Covenants of the Tenant, is amended to provide that TENANT will provide electricity at TENANT’S cost for the Storage Building.
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:

By: _____
Craig Cates, Chairman

Cuban Coffee Queen, LLC

Marius Venter, Member

Exhibit "A-1"

**Lease Agreement Resolution 09-168
First Lease Amendment Resolution 10-228
Lease Assignment Resolution 11-176**