

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement is entered into this _____ day of _____, ____, by and between Caroline Street Corridor and Bahama Village Community Redevelopment Agency hereinafter (“LANDLORD”) and Jan J. Nelson, (hereinafter “TENANT”).

WITNESSETH

WHEREAS, LANDLORD and TENANT entered into an Assignment of the Lease Agreement dated April 2, 2013, (the “Lease Agreement”), pertaining to the premises located at 205 Elizabeth Unit C in the Key West Bight, on the ____ day of _____, 20__.

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. Sections 1.8 and 6, pertaining to Use of Premises, shall be amended to change the use of the premises described in the Agreement to state: TENANT shall use the Demised Premises for the purposes of the operation of a retail gourmet food gift store featuring gourmet mustards and local artisan food products and gift baskets and no other purpose.
- 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

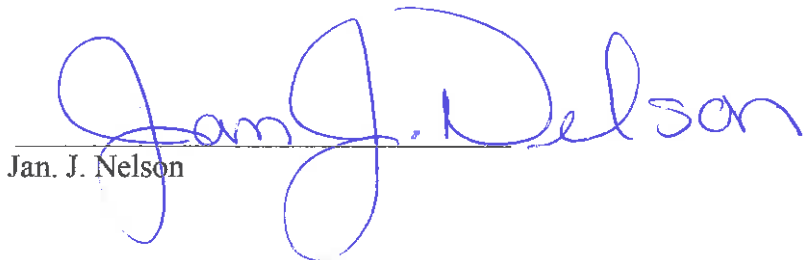
Jan J. Nelson



Witness

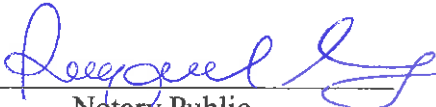
SUGAN LAGATE

Witness



Jan. J. Nelson

The foregoing First Amendment to Lease Agreement was acknowledged before me this 19 day of December 2014 by Jan Nelson, who is personally known to me, or who [] produced _____ as identification.



Notary Public

My commission expires:

10/12/2015

Print name: Raquel Mendez

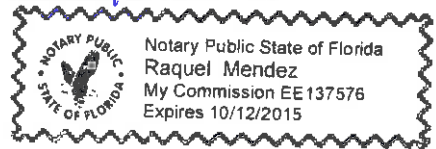


Exhibit "A"
Lease Agreement

GUARANTY

This Guaranty is made this 14 day of JAN, 2015 in accordance with the Lease Agreement (hereinafter Agreement) dated April 2, 2013 as assigned and amended on _____, 2015 by and between the City of Key West Caroline Street Corridor and Bahama Village Community Redevelopment Agency (hereinafter City) and Jan J. Nelson (hereinafter Tenant) and Jan J. Nelson (hereinafter Guarantor) for the Demised Premises (hereinafter Premises) located at 205 Elizabeth Unit C, Key West, Florida.

In consideration of granting the use of the Premises to Tenant, and other good and valuable consideration, Guarantor does hereby covenant and agree that:

(a) The Guarantor does hereby absolutely, unconditionally and irrevocably guarantee to the City the full and complete performance of all of Tenant's covenants and obligations under the Agreement and full payment by Tenant of all rentals, additional charges and other charges and amounts required to be paid hereunder during the entire term. Guarantor's obligations hereunder shall be primary and not secondary and are independent of the obligations of the Tenant.

(b) A separate action or actions may be brought and prosecuted against Guarantor, whether or not action is brought against Tenant or whether Tenant shall be joined in any such action or actions. At the City's option, the Guarantor may be joined in any action or proceeding commenced by the City against Tenant in connection with and based upon any covenants and obligations under the Agreement, and the Guarantor hereby waives any demand by City and/or prior action by City of any nature whatsoever against Tenant.

(c) The Guarantor consents to forbearance, indulgences and extensions of time on the part of the City being afforded to Tenant, the waiver from time to time by City of any right or remedy on its part as against Tenant. The Guarantor hereby agrees that no act or omission on the part of the City shall affect or modify the obligation and liability of the Guarantor hereunder.

(d) This Guaranty shall remain and continue in full force and effect, notwithstanding (i) any alteration of the Agreement by parties thereto, whether prior or subsequent to the execution hereof, (ii) any renewal, extension, modification or amendment of the Agreement, (iii) any subletting of the Demised Premises or assignment of Tenant's interest in the Agreement.

(e) The Guarantor's obligations hereunder shall remain fully binding although City may have waived one or more defaults by Tenant, extended the time of performance by Tenant, released, returned, or misapplied other collateral given later as additional security (including other guarantees) and released Tenant from the performance of its obligations under the Agreement.

(f) In the event any action or proceeding be brought by City to enforce this Guaranty, or City appears in any action or proceeding in any way connected with or growing out of this Guaranty, then and in any such event, the Guarantor shall pay to City reasonable attorney's fees, but only if City is the prevailing party. The Guarantor in any suit brought

under this Guaranty do hereby submit to the jurisdiction of the courts of the State of Florida and to the venue in the circuit court of Monroe County, Florida.

(g) This Guaranty shall remain in full force and effect notwithstanding the institution by or against Tenant or bankruptcy, reorganization, readjustment, receivership or insolvency proceedings of any nature, or in the disaffirmance of the Agreement an any such proceedings or otherwise.

(h) This Guaranty shall be applicable to and binding upon the heirs, representatives, successors and assigns of City, Tenant and the Guarantor.

IN WITNESS WHEREOF, the Guarantor has caused the foregoing Guaranty to be executed on this 14th day of Jan 2015

Witness:

By: [Signature]

Name: Susan Labate

Date: 1-14-15

Guarantor:

by: [Signature]

Name: JAN J. Nelson

Date: 1-14-15

State of Florida }
County of Monroe }

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, JAN J. NELSON, to me personally known or who provided as photo identification, and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same individually and for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State last aforesaid, this 14th day of JANUARY, 2015

[Signature]
Notary Public, State of Florida

My Commission Expires:

