

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement is entered into this _____ day of _____, 2010, by and between Caroline Street Corridor and Bahama Village Community Redevelopment Agency hereinafter (“LANDLORD”) and Eric Sindone DBA The Cuban Coffee Queen, (hereinafter “TENANT”).

WITNESSETH

WHEREAS, LANDLORD and TENANT entered into a Lease Agreement on the 8th day of July, 2009, (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”,

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 add approximately 80 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”, attached hereto.
2. Section 3 of the Lease Agreement, Term, is amended to add the Storage Building Space on a month to month basis beginning March 1, 2010, and this Lease Agreement, as amended, may be cancelled as to the Storage Building Space only by either party with fifteen (15) days prior written notice
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 for use of the Storage Building Space Eighty (\$80.00) Dollars per month 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 17 of the Lease Agreement, Additional Covenants of the Tenant, is amended to provide that LANDLORD will provide electricity at LANDLORD’S cost for the Storage Building Space only.
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

Eric Sindone

Exhibit "A"
Lease Agreement

