

THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement is entered into this _____ day of _____, 2024, by and between Caroline Street Corridor and Bahama Village Community Redevelopment Agency hereinafter (“LANDLORD”) and Waterfront Brewery, LLC, (hereinafter “TENANT”).

WITNESSETH

WHEREAS, LANDLORD and TENANT entered into a Lease Agreement on the 8th day of January 2013, (the “Lease Agreement”) and the First Amendment to Lease Agreement dated June 6, 2013, and a Second Amendment dated September 12, 2023 pertaining to the premises located at 201 William Street in the Historic Seaport;

WHEREAS Tenant also leases adjacent space in Unit C, the LANDLORD and TENANT now desire to amend the Lease Agreement to incorporate the adjacent space into the 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 1.4 and 2 Demised Premises shall be amended to incorporate Unit C containing 1,001 square feet of building space. Net Usable Square Feet shall be 21,390 and CAM square footage shall be 19,140 square feet.

2. Section 1.6 and 4 Rent, shall be amended to add the rental amount for Unit C shown herein as the total:

	Square Feet	Rate	Annual Rent	Monthly Base Rent
Waterfront Brewery	20,389	\$28.19	\$574,801.92	\$47,900.16
Unit C	<u>1,001</u>	<u>\$49.00</u>	<u>\$ 49,049.00</u>	<u>\$ 4,087.42</u>
Total	21,390	\$29.17	\$623,850.92	\$ 51,987.58

All other sums of money or charges due pursuant to the provisions of the lease that are based upon square footage shall be calculated based upon the total square footage above.

3. Section 1.8 and 6 Use of the Demised Premises shall be amended to add Unit C to the existing use provided for the in the Lease Agreement

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 Third Amendment to Lease Agreement on the date first written above.

LANDLORD: Caroline Street Corridor and Bahama Village Community Redevelopment

Agency

ATTEST:

Keri O'Brien, City clerk

By: _____
Teri Johnston, Chairperson

Waterfront Brewery, LLC.

Witness

Joseph H. Walsh, Manager Member

The foregoing Third Amendment to Lease Agreement was acknowledged before me this _____ day of _____, 2024, _____ who is personally known to me, or who [] produced _____ as identification.

Notary Public

My commission expires:

Print name: _____

EXHIBIT “A”