

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT is made and entered into this 19 day of June, 2013, by and between the CITY OF CLEARWATER, FLORIDA, a municipal corporation, hereinafter referred to as "Lessor" and Marina Cantina, LLC, a Florida limited liability company, d/b/a Marina Cantina Restaurant, 25 Causeway Boulevard, Clearwater, Florida 33767, hereinafter referred to as "Lessee":

WHEREAS, Lessor and Lessee agree to this First Amendment to Lease Agreement in order to modify the terms and conditions resulting from the holdover tenants of the gift shop space affecting the square footage of the Lease Agreement with Lessee.

NOW THEREFORE, it is mutually agreed as follows:

1. Paragraph 5b. of the Lease Agreement is hereby amended as follows:

Year 1 – Lessee shall:

- i. Pay \$9.00/sq. ft. for 7,761 sq. ft. of leasehold for the first three (3) twelve (12) months of year 1.
 - ii. Pay ~~\$9.00/sq. ft. when Lessee's leasehold expands to 9,285 sq. ft. for the remaining nine (9) months of year 1.~~
 - iii. Pay the total sum of ~~\$80,136.00~~ \$69,849.00 plus tax for this year of the lease, which shall be paid in equal monthly payments of ~~\$6,678.00~~ \$5,820.75 plus tax through September 30, 2013. Each monthly payment shall be due and payable on the first day of each.
2. All of the terms and conditions of the Lease Agreement are incorporated herein by reference and shall continue in full force and effect throughout the remaining term of this Lease Agreement.

IN WITNESS WHEREOF, the Agreement is executed as of the date first above written.

CITY OF CLEARWATER, FLORIDA

By: William Horne
William Horne
City Manager

Approved as to form:

Camilo Soto
Assistant City Attorney

Marina Cantina, LLC

By: Frank Chivas
Frank Chivas, President

[Signature]