

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO THE LEASE AGREEMENT DATED September 17, 2012 (the "Amendment") is entered into on this 5th day of October, 2015 (the "Effective Date"), by and between THE CITY OF CLEARWATER, FLORIDA, a Florida municipal corporation (the "Lessor") and MARINA CANTINA, LLC, a Florida limited liability company (the "Lessee").

WHEREAS, the Lessor and Lessee agree to this Second Amendment to Lease Agreement in order to modify the terms and conditions resulting from a brief construction delay caused by improvements that were not initially contemplated in the Lease Agreement.

NOW, THEREFORE, it is mutually agreed as follows:

1. Paragraph 16 is hereby amended as follows:

...
Lessee covenants to complete all contemplated capital improvements, as detailed in Exhibit E, as expeditiously as possible and have the restaurant open ~~soon thereafter or within three (3) years whichever is shorter~~ by January 1, 2016. Otherwise, this shall constitute an Event of Default.

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, this Agreement is executed as of the date first above written.

Countersigned:

George N. Cretekos

George N. Cretekos, Mayor

CITY OF CLEARWATER, FLORIDA

By William B. Horne II

William Horne, City Manager

Approved as to form:

Camilo Soto

Camilo Soto, Assistant City Attorney

Attest:

Rosemarie Call
For Rosemarie Call, City Clerk

Marina Cantina, LLC

By: Frank Chivas

Frank Chivas, President

