

**FIRST MODIFICATION TO LEASE AGREEMENT
BETWEEN
THE ESTATE OF GUY HILL
AND
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY**

This **FIRST MODIFICATION TO LEASE AGREEMENT** between **RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY** (the “Tenant”) and **ESTATE OF GUY HILL** (“Landlord”), dated as of October __, 2019 (the “Effective Date”).

RECITALS:

WHEREAS, Guy Hill and Tenant entered into a Lease Agreement, dated October 21, 2014 (the “Lease”); and

WHEREAS, Guy Hill died on May 19, 2019, and Mary Hill was appointed as the Personal Representative of the Estate of Guy Hill; and

WHEREAS, the Lease provides for an initial lease term of five (5) years; and

WHEREAS, the Lease provides an option to the Tenant, to extend the term of the Agreement for five years; and

WHEREAS, the Tenant and Landlord desire to modify the Lease and extend the term for one year through October 31, 2020 with a Tenant option to extend the term by an additional year.

NOW THEREFORE, in consideration of the premises and the mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SECTION 1.
AMENDMENTS.**

(a) Section 1.1 of the Lease is hereby amended and restated in its entirety as follows:

“**1.1 Term.** The term of this lease shall be renewed for one year commencing on November 1, 2019 and ending October 31, 2020, unless sooner terminated pursuant to any provision hereof with a Tenant option to extend the term for an additional year.”

(b) Section 4.1 of the Lease is amended by substituting the schedule for Base Rent as follows:

November 1, 2019–October 31, 2020	\$61,264.00
November 1, 2020–October 31, 2021	\$62,489.00

**SECTION 2.
AMENDMENTS, CHANGES AND MODIFICATIONS.**

This First Modification may be amended only by writing signed by both parties hereto. Except as provided in this First Modification the terms and provisions in the Lease remain in full force and effect.

**SECTION 3.
SEVERABILITY.**

In the event any Court of competent jurisdiction shall hold any provision of this First Modification invalid or unenforceable such holding shall not invalidate or render unenforceable, any other provision hereof or of the Lease.

**SECTION 4.
EXECUTION IN COUNTERPARTS.**

This First Modification may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this First Modification of Lease Agreement the date first above written.

Witnesses:

Print Name: _____

Landlord:

ESTATE OF GUY HILL

By: _____

MARY HILL, Personal Representative

Witnesses:

Print Name: _____

Witnesses:

Print Name: _____

Tenant:

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____

Name: _____

Title: _____

Witnesses:

Print Name: _____