

**FIRST AMENDMENT TO
LEASE AGREEMENT BETWEEN THE CITY OF DELRAY BEACH, FLORIDA AND
THE CREATIVE CITY COLLABORATIVE OF DELRAY BEACH, INC.
FOR OLD SCHOOL SQUARE PARKING GARAGE PROPERTY**

THIS FIRST AMENDMENT (the "First Amendment") dated March __, 2016, effective as of March 16, 2016, amends that certain Lease Agreement ("Lease") entered into between the **CITY OF DELRAY BEACH, FLORIDA**, a Florida municipal corporation (the "City") and the **CREATIVE CITY COLLABORATIVE OF DELRAY BEACH, FLORIDA, INC.** a Florida not-for-profit corporation ("CCC" or "Tenant") dated February 2, 2015.

WITNESSETH:

WHEREAS, the City and CCC entered into the above described Lease for approximately 10,289 square feet of space on the first floor of the Old School Square Parking Garage ("Leased Space") for a lease term which expires on March 15, 2016; and,

WHEREAS, the CCC acknowledges that as of the expiration date of the Lease it has no further legal right to the Leased Space, and

WHEREAS, on February 16, 2016, the Commission by consensus agreed to that it would consider a month-to-month lease extension for the CCC, not to exceed a term of six (6) months for the Leased Space;

NOW, THEREFORE, the parties hereto in consideration of the covenants herein contained agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated as if fully set forth herein.

2. Article I, "**DESCRIPTION OF PROPERTY; TERM**", Section 2 of the Lease is deleted in its entirety and a new Section 2 is created as follows:

2. **Term.** Tenant shall have and hold the Premises (as such term is defined in the Lease) on a month-to-month basis for a term ("Term") commencing on March 16, 2016 ("Commencement Date") and expiring on September 16, 2016, unless terminated sooner as provided for herein. City reserves the right, at any time, in its sole and absolute discretion, to terminate this month-to-month Lease by giving the Tenant at least thirty (30) days prior written notice of its intent to terminate the Lease. Upon the termination date of the Lease, City shall have all remedies available pursuant to the terms of this Lease and at law and equity.

3. **Entire Agreement.** All other terms and conditions of the Lease not in conflict with this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date written above.

ATTEST:

CITY OF DELRAY BEACH


City Clerk

By:_____
Cary Glickstein, Mayor

Approved as to Form:

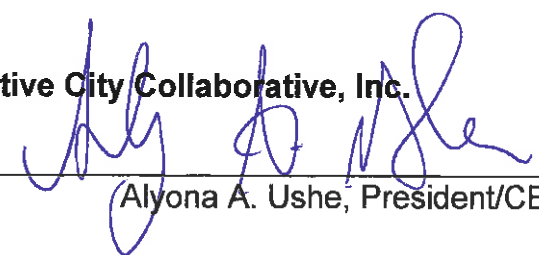
City Attorney

ATTEST:



Dan Schwartz
(Print or Type Name)

Creative City Collaborative, Inc.

By: 

Alyona A. Ushe, President/CEO