## FIRST AMENDMENT TO LEASE (Monogram Closet)

THIS FIRST AMENDMENT TO LEASE is entered into by and between DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, a Florida public body, corporate and politic, created pursuant to Chapter 163, Florida Statutes, (the "Lessor") whose address is 20 N. Swinton Avenue, Delray Beach, Florida 33444, and THE MONOGRAM CLOSET INCORPORATED, a Florida corporation, whose address is 11916 N. Lake Dr., Boynton Beach, FL 33436 (the "Lessee") and shall be effective upon execution by the parties hereto.

## WITNESSETH:

WHEREAS, on April 20, 2015, the Lessor entered into a Lease ("Original Lease") with Lessee for the property located at 182 NW 5<sup>th</sup> Avenue, Delray Beach, Florida ("Premises"). A copy of the Original Lease is attached hereto as Exhibit "A"; and

**WHEREAS**, the Lease is due to terminate on June 30, 2019; however, the parties desire to renew the Lease for an additional one (1) year term; and

**WHEREAS**, the parties desire to enter into this First Amendment to Lease ("First Amendment") in order to provide for a termination date of June 30, 2020.

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

1. That the above referenced "WHEREAS" clauses shall be confirmed and ratified as if fully set forth herein.

2. The Lease Term as provided in Article 1 of the Original Lease shall be renewed for an additional one (1) year period up to and including June 30, 2020.

3. Article 2.1 is hereby removed in its entirety and amended as follows:

2.1 Lessee shall pay in advance to the Lessor, without prior demand, in lawful money of the United States, on the first day of each month, without any deduction or off-set whatsoever throughout the term of this Lease, the amount of Twenty and 00/100 (\$20.00) per square foot, which equated to a "Monthly Base Rent" of Two Thousand Four Hundred Sixteen and 66/100 Dollars (\$2,416.66). Such payment shall be made at the office of the Lessor or at such place Lessor may from time to time designate by written notice directed to Lessee at the Premises.

4. Except as modified by this First Amendment, all terms, covenants, obligations and provisions of the Lease shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the parties in every respect. If the terms and conditions set forth in this First Amendment shall directly conflict with any provision contained in the Lease, the terms contained in the First Amendment shall control.

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**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the dates set forth below.

**LESSOR:** DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, a Florida public agency

BY:

Shelly Petrolia, Chair

ATTEST:

JEFF COSTELLO, EXECUTIVE DIRECTOR

I APPROVE THIS AGREEMENT AS TO FORM:

GENERAL COUNSEL

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 2019, by Shelly Petrolia, as Chair and Jeff Costello as Executive Director, respectively, of the Delray Beach Community Redevelopment Agency on behalf of the Delray Beach Community Redevelopment Agency. They are personally known to me or have produced (type of identification) as identification.

Notary Public – State of Florida

## LESSEE: MONOGRAM CLOSET INCORPORATED, a Florida corporation

BY:

Sabrina Rebelo Amelung, President

Date:

ATTEST: By:\_\_\_\_\_ Print Name: \_\_\_\_\_

(SEAL)

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2019, by Sabrina Rebelo Amelung, as President of MONOGRAM CLOSET INCORPORATED, a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_\_ (type of identification) as identification

Notary Public – State of Florida

## EXHIBIT A