

## **FIRST AMENDMENT TO BUSINESS LEASE**

This First Amendment to the Business Lease dated May 20, 2021, ("First Amendment") is entered into this 8th day of September, 2022, by and between the Margate Community Redevelopment Agency, hereinafter called "Lessor" or "Landlord," and Thrift City Margate, LLC, hereinafter called "Lessee" or "Tenant," and provides as follows:

### **W I T N E S S E T H:**

WHEREAS, on May 20, 2021, the Lessor and Lessee entered into the Business Lease (the "Lease") for the Premises located at 1041 N. State Road 7, Margate, Florida 33063 (the "Premises"); and

WHEREAS, on October 26, 2021, the Landlord issued a notice of termination to the Tenant that the Landlord would not renew the Lease after October 31, 2022, and that the Lease would terminate on October 31, 2022; and

WHEREAS, upon the request of the Tenant, the Landlord is willing to extend the termination date until January 31, 2023, and the Landlord and Tenant desire to enter into this First Amendment to provide for the extension of the Lease termination date to January 31, 2023; and

WHEREAS, except for the extension of the termination date, the Landlord and Tenant hereby ratify and affirm the Business Lease.

NOW, THEREFORE, in consideration of the terms and covenants hereinafter set out, the parties hereto covenant and agree as follows:

1. The foregoing WHEREAS clauses are hereby incorporated herein by reference.
2. The Tenant acknowledges and agrees that the Landlord has complied with the notice provisions in Section 1 of the Lease. Pursuant to the provisions of Section 1 of the Lease, the Tenant agrees that the Lease shall terminate on January 31, 2023 (the "Termination Date"), and that the Tenant shall surrender possession of the Premises to Landlord on or before 12:00 a.m. on February 1, 2023. The Tenant agrees that the Landlord is not required to provide any additional notice to the Tenant prior to the Termination Date.
3. In the event the Tenant does not surrender the Premises to the Landlord on or before the Termination Date, and the Landlord files a lawsuit for possession of the Premises, the Tenant consents to the entry of a default final judgment in favor of the Landlord, and the issuance of a writ of possession.

4. That except as amended herein, the Landlord and Tenant ratify, approve and reaffirm the terms of the Business Lease, as amended by this First Amendment, which shall remain in full force and effect.

5. In the event of any conflict or ambiguity by and between the terms and provisions of the Business Lease, and this First Amendment, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

IN WITNESS WHEREOF, the Margate Community Redevelopment Agency, Margate, Florida, has caused this First Amendment to the Business Lease to be signed and executed by its Executive Director, and the Lessee has signed and executed this First Amendment, on the day and year written above.

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

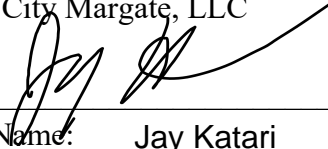
WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**LESSEE:**

Thrift City Margate, LLC

By:  \_\_\_\_\_

Print Name: Jay Katari

**LESSOR:**

MARGATE COMMUNITY  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_

Cale Curtis, Executive Director