

SECOND AMENDMENT TO RETAIL LEASE

THIS SECOND AMENDMENT TO RETAIL LEASE (this “**Second Amendment**”) is made and entered into as of the ____ day of August, 2016 (the “**Effective Date**”), by and between CITY OF CORAL GABLES, a Florida municipal corporation (“**Landlord**”), and ABOTI, LLC, a Florida limited liability company, d/b/a Haagen Dazs (“**Tenant**”).

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Retail Lease dated as of June 23, 2014, as amended by that certain First Amendment to Retail Lease dated August ____, 2016 (as amended, the “**Lease**”), relating to the lease of certain premises located at 286 Miracle Mile, Coral Gables, Florida 33134 (the “**Premises**”), as such Premises are more particularly described in the Lease;

WHEREAS, Landlord desires to and has commenced the Streetscape Improvements (as defined herein), which has reduced pedestrian traffic and therefore affected sales at the Premises;

WHEREAS, Tenant has requested and Landlord has agreed to reduce the Base Rent (as defined in the Lease) for a period of nine months, as more particularly set forth herein.

WHEREAS, Landlord and Tenant desire to modify and amend the Lease in order to (i) confirm Tenant’s approval and acknowledgement of the Streetscape Improvements, and (ii) reduce the Base Rent by 20% for a period of nine month, as more particularly described herein.

NOW, THEREFORE, for and in consideration of the mutual premises, and for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, paid by the parties hereto to one another, the receipt and sufficiency of which are acknowledged by the parties hereto, the parties for themselves and their successors and assigns hereto hereby covenant and agree as follows:

1. **Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein as if set forth in full.

2. **Defined Terms.** All capitalized terms not defined in this Second Amendment shall have the same meanings as set forth in the Lease. All references in the Lease and herein to the term “**Lease**” shall mean the Lease as amended by this Second Amendment.

3. **Streetscape Improvements; Release.** Tenant acknowledges that Landlord has commenced certain renovations, modifications and construction of improvements to Miracle Mile and the adjacent sidewalks (collectively, the “**Streetscape Improvements**”), which Streetscape Improvements include a portion of Miracle Mile immediately adjacent to the storefront of the Premises. Tenant hereby approves and acknowledges the Streetscape Improvements and hereby completely, unconditionally and irrevocably remises, releases, discharges and waives any and all claims, rights or remedies against Landlord relating to the Streetscape Improvements including, without limitation, the effect of such Streetscape Improvements relative to Tenant’s business at the Premises, which waiver shall inure to the benefit of Landlord, its officers, agents, representatives, successors and assigns.

4. **Base Rent Reduction.** Article IV of the Lease is hereby modified and amended as follows with respect to the next nine months in order to confirm that the annual Base Rent due to Landlord shall be reduced by Three Thousand Six Hundred Thirty-Three and 88/100 (\$3,633.88) Dollars during such period, in the aggregate. As such, the first (1st) sentence of Article IV, Section A of the Lease is hereby deleted in its entirety and replaced with the following:

“**A. Base Rent:** Throughout the Term of the Lease, commencing on the Rent Commencement Date, Tenant agrees to pay Landlord a total “Base Rent”, payable in monthly installments as follows:

LEASE YEAR	BASE RENT PER MONTH	BASE RENT PER SQUARE FOOT
6/23/15-9/22/15	\$0.00	\$0.00
9/23/15-9/30/15	\$970.00 (prorated)	\$50.00
10/1/15-6/30/16	\$3,637.50	\$50.00
7/1/16-3/31/17	\$1,615.06	\$22.20
4/1/16-6/30/17	\$2,018.82	\$27.75
7/1/17-6/30/18	\$2,059.20	\$28.31
7/1/18-6/30/19	\$3,860.14	\$53.06
7/1/19-6/30/20	\$3,937.35	\$54.12
7/1/20-6/30/21	\$4,016.09	\$55.20
7/1/21-6/30/22	\$4,096.42	\$56.31
7/1/22-6/30/23	\$4,178.34	\$57.43
7/1/23-6/30/24	\$4,261.91	\$58.58
7/1/24-5/31/25	\$4,347.15	\$59.75
6/1/25-6/22/25	\$3,187.91 (prorated)	\$59.75

each payment to be made without any offset or deduction whatsoever, in lawful money of the United States of America, at Landlord’s address above specified, attn. Finance Department – Collection Division, or elsewhere as designated from time to time by Landlord’s written notice to Tenant.”

5. **Ratification.** Except as modified by this Agreement, all of the terms, covenants and conditions of the Lease are confirmed and approved and shall remain in full force and effect.

6. **Counterparts.** This Second Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. This Second Amendment may be executed by each party upon a separate copy, and one or more execution pages may be detached from one copy of this Second Amendment and attached to another copy in order to form one or more counterparts. Signature pages exchanged by facsimile or electronic transmission shall be fully binding.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties below have caused this Second Amendment to be executed under seal as of the date and year first above written.

LANDLORD:

CITY OF CORAL GABLES,
a Florida municipal corporation

By: _____
Name: _____
Title: _____

TENANT:

ABOTI, LLC, a Florida limited liability
company, d/b/a Haagen Dazs

By: _____
Name: _____
Title: _____