

## FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "**Amendment**") is made and entered into as of the \_\_\_\_ day of May 2020 (the "**Effective Date**"), by and between the CITY OF CORAL GABLES, a municipal corporation existing under the laws of the State of Florida ("**Landlord**"), and SATCHMO BLUES BAR AND GRILL, INC., a Florida Corporation ("**Tenant**").

### WITNESSETH:

**WHEREAS**, Landlord and Tenant entered into that certain Lease Agreement, dated as of June 1, 2014 (the "**Lease**"), relating to the lease of certain premises located at the 60 Merrick Way, Coral Gables, Florida 33134 (collectively, the "**Premises**"), as such Premises are more particularly described in the Lease; and

**WHEREAS**, Tenant acknowledges that Tenant is currently in default under the Lease for failure to pay Rent (as defined in the Lease) due on March 1, 2020 and April 1, 2020, in accordance with Section IV of the Lease in the total amount of \$23,805.54 (includes sales tax) for both months (the "**Deferred Rent**"); and

**WHEREAS**, Tenant has requested a payment plan and Landlord has agreed to accept a payment plan for Tenant to pay the Deferred Rent, as more particularly set forth 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 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 Amendment.

3. **May 1, 2020 Payment.** Tenant hereby agrees to pay to Landlord the next scheduled payment in the amount of \$11,902.77 (includes sales tax), due on May 1, 2020, without reduction or delay. Such payment shall be credited towards the Rent due for the period beginning May 1, 2020 and ending on May 31, 2020.

1. **Payment Plan.** Beginning with the Rent payment due on June 1, 2020, and continuing through and including the Rent payment due on November 1, 2020, Tenant agrees to pay Landlord Rent in monthly installments as follows:



Payment Date	Rent Due	Deferred Rent Installment Due	Total Rent Payment Due
June 1, 2020	\$12,204.60	\$3,967.59	\$16,172.19
July 1, 2020	\$12,204.60	\$3,967.59	\$16,172.19
August 1, 2020	\$12,204.60	\$3,967.59	\$16,172.19
September 1, 2020	\$12,204.60	\$3,967.59	\$16,172.19
October 1, 2020	\$12,204.60	\$3,967.59	\$16,172.19
November 1, 2020	\$12,204.60	\$3,967.59	\$16,172.19

Each payment to be made without any offset or deduction whatsoever, in lawful money of the United States of America, at Landlord's address specified in the Lease, or elsewhere as designated from time to time by Landlord's written notice to Tenant. Notwithstanding anything contained herein to the contrary, Landlord agrees to waive all late charges and fees associated with the Deferred Rent.

2. **Default.** Tenant acknowledges that it is currently in default under the Lease and will remain in default under the Lease until the outstanding balance of Deferred Rent is paid in full. In the event that Tenant fails to timely pay to Landlord any amounts due under the Lease or as required herein, Landlord shall have the right, at its option, to exercise any of the remedies available to Landlord under the Lease, or at law or equity, including the right to declare the Premises and the buildings and improvements situated thereon, to have reverted to the possession of the Landlord, whereupon Tenant shall immediately and voluntarily vacate the Premises and Tenant shall continue to be liable for the Deferred Rent together with any Rent or other amounts due under the Lease.

6. **COVID-19.** As additional consideration for Landlord entering into this Amendment, Tenant will retain reasonably detailed records of any operations and business activity conducted at Tenant's premises, any losses suffered by Tenant as a result of the pandemic, mitigating measures, and any efforts made to obtain any available local and federal assistance ("Assistance") for which Tenant may qualify that provides funds for rent payments, including, without limitation emergency funds through governmental or other assistance related to the COVID-19 Public Health Emergency; and Tenant agrees to promptly share such records and information with Landlord within three (3) business days after Landlord's request. Tenant shall use reasonable efforts to apply for and pursue any Assistance available to Tenant and shall notify Landlord immediately in writing of the details of any such Assistance received. At Landlord's option, Landlord may require that following Tenant's receipt of any funds from any such Assistance, Tenant will pay to Landlord within ten (10) business days of Landlord's request therefore, any amount allocated or allocable to Rent and Landlord shall apply such amounts against the Deferred Rent. Tenant agrees that it shall not be entitled to make any claim for rent abatement or any claim for actual or constructive eviction (or on account of casualty, interruption of services or otherwise) associated or resulting from COVID-19 or any other governmental action, orders, rules or regulation in connection therewith.

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

8. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document. This

The parties below have caused this \_\_\_\_\_ Amendment to Lease Agreement to be executed under seal as of the date and year first above written.

WITNESSES

**LANDLORD:**

AS TO LANDLORD:

**CITY OF CORAL GABLES,**  
a Florida municipal corporation

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

By: \_\_\_\_\_  
Name: Peter J. Iglesias  
Title: City Manager  
Date: \_\_\_\_\_

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

Approved for Form and Legal Sufficiency:

By: \_\_\_\_\_  
Name: Miriam Soler Ramos  
Title: City Attorney  
Date: \_\_\_\_\_

Attestation of Signatures:

By: \_\_\_\_\_  
Name: Billy Y. Urquia  
Title: City Clerk  
Date: \_\_\_\_\_

[Signature Page Follows]

WITNESSES

AS TO TENANT:

Danielle Jattin

Print Name:

Address: 2544 SW 04 AVE MIAMI, FL  
33155

~~DA~~ EILEEN T. NEUWEG REYNA

Print Name:

Address: 7931 SW 112th St  
MIAMI FL 33156

TENANT:

Satchmo Blues Bar & Grill Inc.  
d/b/a Fritz & Franz Bierhaus

By: 

Name: Harald Neuweg

Title: President

Date: 5-1-2020