

THIRD AMENDMENT TO TEMPORARY LICENSE AGREEMENT

THIS -THIRD AMENDMENT TO TEMPORARY LICENSE AGREEMENT is made as of this 28 day of February, 2024 between the City of Coral Gables (“Licensor”) and Ben & Guiles, Inc. (“Licensee”).

RECITALS

WHEREAS, Licensor and Licensee entered into a Temporary License Agreement (the “Agreement”) dated December 1, 2021 whereby Licensee was granted use of the Premises for purposes of operating a pop-up space pursuant to the terms and conditions contained in the Agreement; and

WHEREAS, on May 2, 2022, Licensor and Licensee amended the Agreement to extend the Term through March 31, 2023, subject to all terms and conditions set forth in the Agreement; and

WHEREAS, on February 3, 2023, Licensor and Licensee amended the Agreement to extend the Term through March 31, 2024, subject to all terms and conditions set forth in the Agreement; and

WHEREAS, the Licensee has requested, and Licensor has agreed to extend the Term of the Agreement April 1, 2024- March 31, 2025 (the “Extension Term”), subject to all terms and conditions set forth in the Agreement; and

WHEREAS, Section 3 of the Agreement provides that Licensee shall pay the Licensor monthly throughout the Term a License Fee, and Licensor and Licensee have agreed that the License Fee shall increase for the Extension Term to Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00) per month.

WHEREAS, Section 5 of the Agreement provides that Licensee deliver to Licensor a security deposit in the amount of one (1) month of the License Fee, and Licensor and Licensee have agreed that the security deposit shall increase to - Three Thousand - Five Hundred and 00/100 Dollars (\$3,500.00) per month.

NOW, THEREFORE, in consideration of the foregoing, the promises and mutual covenants set forth in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing recitals from the Agreement are true and correct and are incorporated herein as if repeated in their entirety.
2. Term of the License. Licensor and Licensee acknowledge and agree that the Term, as referenced under Section 2 of the Agreement, is hereby extended for an additional twelve (12) months, commencing on April 1, 2024 (the “**Extension Term Commencement Date**”) and terminating on midnight on March 31, 2025.



3. License Fee. Licensor and Licensee acknowledge and agree that the License Fee referenced under Section 3 of the Agreement, is hereby increased to a fee of Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00) per month, commencing on the Extension Term Commencement Date and terminating on midnight on March 31, 2025.
4. Security Deposit. Licensor and Licensee acknowledge and agree that the Security Deposit referenced under Section 5 of the Agreement, is hereby increased to -Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00).
5. Except as otherwise provided herein, all terms and conditions of the Agreement remain in full force and effect.

[SIGNATURES ON THE FOLLOWING PAGE]

A handwritten signature in black ink, consisting of a stylized, cursive 'E' followed by a flourish.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

LICENSOR:

CITY OF CORAL GABLES, a municipal corporation of the State of Florida

By: _____

Name: Albert N. Parjus

Title: City Manager

Approved as to form and legal sufficiency:

By: _____

Name: Cristina Suarez

Title: City Attorney

ATTEST:

By: _____

Name: Billy Y. Urquia

Title: City Clerk

LICENSEE

Ben & Guiles, Inc.

By:  _____

Name: Elena Steele

Title: _____ President _____

WITNESS: 

By: _____ Name: Lidia Stele

By: _____ Name: _____

