

**FIRST AMENDMENT TO THE RETAIL LEASE AGREEMENT BETWEEN CITY OF
CORAL GABLES AND BOGEY GRILL, LLC**

This First Amendment (“Amendment”) to the Retail Lease Agreement entered into as of _____ day of October 2024 by and between the City of Coral Gables (the “Landlord”) and Bogey Grill, LLC (the “Tenant”) and provides for amendment to various terms in the Lease. The Landlord and Tenant shall collectively be referred to as the “Parties”.

RECITALS

WHEREAS, the Landlord and Tenant entered into a Retail Lease Agreement on July 25, 2024 (the “Lease”), concerning a portion of the real property located at 2001 Granada Boulevard, Coral Gables, FL 33134; and

WHEREAS, pursuant to that Lease, the Landlord has leased to the Tenant certain premises (the “Premises”) as defined in the Lease; and

WHEREAS, Tenant has requested, and City has agreed, to amend the Lease in order to modify certain terms including, the rent commencement date, possession date, and related terms; and

WHEREAS, Landlord has completed the Renovations defined in the Lease as evidenced by the issuance of a final Certificate of Occupancy on September 24, 2024 and pursuant to the Lease, Landlord was ready to deliver the Premises to Tenant on October 1, 2024, with the Rent Commencement Date of the earlier of (1) the date in which Tenant opens for business to the public or (ii) thirty (30) days following issuance of the Certificate of Occupancy; and

WHEREAS, Tenant has requested that the Landlord delay the delivery of the Premises until October 7, 2024 and requested that the Rent Commencement Date be amended to begin November 7, 2024; and

WHEREAS, the Lease requires that Tenant open for business to the public within ten (10) days of the Rent Commencement Date, and Tenant has requested that date be modified to account for the proposed modifications to the Possession Date and Rent Commencement Date.

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 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. **Possession Date.** The Possession Date defined in Section II of the Lease and referenced throughout the Lease, shall be amended to mean October 7, 2024.
4. **Rent Commencement Date.** The Rent Commencement Date defined in Section IV of the Lease and referenced throughout the Lease shall be amended to mean November 7, 2024.
5. **Open for Business to the Public.** Section XXIII(A)(6)(a) of the Lease shall be replaced in its entirety as follows:
SECTION XXIII.- DEFAULT

A. Tenant shall be in default if any one of more of the following events (herein sometimes called “Events of Default”) shall happen:

(6) if Tenant

(a) fails to open for business to the public by November 18, 2024, or

6. Except as otherwise provided herein, all terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the date first written above.

LANDLORD:

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

By: _____
Amos Rojas, Jr.
City Manager

ATTEST:

BY: _____
Billy Y. Urquia
City Clerk

Approved as to form and legal sufficiency.

By: _____
Cristina M. Suárez
City Attorney

TENANT:

**Bogey Grill, LLC a
Florida limited liability company**

By: _____

Name: Rita Tennyson

Title: _____

ATTEST/WITNESS:

By: _____

Name: _____

By: _____

Name: _____