

THIS INSTRUMENT PREPARED BY:

Nicolle M. Shalley
Senior Assistant City Attorney
City of Gainesville
P.O. Box 490, Station 46
Gainesville, Florida 32602

Second Amendment to Lease

This Second Amendment to Lease (“Second Amendment”) is entered into by and between the **City of Gainesville, Florida**, a Florida municipal corporation (“City”), **Lono, Inc.**, a Florida corporation doing business as “The Lunch Box,” (“Lono”), **Robyn T. Mole** (“Mole”), **Clea K. Lauriault** (“Lauriault”) and **Tate Clair** (“Clair”):

Whereas, the City and Lono entered into a Lease Agreement with a commencement date of December 9, 2009 (the “Lease”), as amended by First Amendment dated March 24, 2010, whereby the City leased the Bethel Station property to Lono for operation of an Eating Place and Outdoor Cafe;

Whereas, Mole and Lauriault are the sole owners of Lono and are the personal guarantors under the terms of the Lease;

Whereas, Mole and Lauriault are selling Lono to Clair;

Whereas, Mole and Lauriault have requested that the City release them as personal guarantors of the Lease; and

Whereas, the City is amenable to doing so; provided Clair, in his individual capacity, is named as a personal guarantor of the Lease and, in his capacity as sole owner of the corporation, is made aware of and assumes all obligations of Lono.

Now therefore, in consideration of the mutual obligations and benefits described herein, the parties agree as follows:

1. The foregoing recitals comprise a material part of this Second Amendment and are incorporated herein.
2. A true and correct copy of the Lease and First Amendment are attached hereto as Exhibit “A.”
3. This Second Amendment shall be effective as of the date that ownership of Lono is transferred from Mole and Lauriault to Clair (the “Effective Date.”)

4. As of the Effective Date, Mole and Lauriault are released from being personal guarantors under the Lease, as amended.
5. As of the Effective Date, Clair shall be the sole personal guarantor and assumes the personal obligations described in Section 30 of the Lease. In addition, Clair in his capacity as owner and principal of Lono assumes all obligations of Lono under the Lease, as amended.
6. Except as modified by this Second Amendment, the language of which shall govern in the event of conflict, all terms and conditions of the Lease and First Amendment shall remain in full force and effect.
7. This Second Amendment, together with its Exhibit, shall be recorded in the Public Records of Alachua County, Florida, by Lono upon transfer of ownership from Mole and Lauriault to Clair.

IN WITNESS WHEREOF, the undersigned have executed this Second Amendment.

Signed, sealed and delivered

In the presence of the following witnesses:

CITY OF GAINESVILLE

Print Name:_____

By:_____
Name: Russ Blackburn
Title: City Manager

Print Name:_____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me on _____, by Russ Blackburn, as the City Manager of the City of Gainesville, a municipal corporation, and who has acknowledged that he has executed the same on behalf of the City, and that he was authorized to do so by all necessary action of the corporation. He is personally known to me.

Notary Public, State of Florida

Signed, sealed and delivered
In the presence of the following witnesses:

**Lono, Inc., a Florida corporation, doing
business as "The Lunch Box"**

Print Name:_____

By:_____
Name: Tate Clair
Title: President

Print Name:_____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me on _____, by Tate Clair, as the President of **Lono, Inc., a Florida corporation, doing business as "The Lunchbox Café"**, and who has acknowledged that he has executed the same on behalf of the corporation, and that he was authorized to do so by all necessary action of the corporation. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

The undersigned Guarantor acknowledges having received a complete copy of this Second Amendment, with Exhibit, and having had the opportunity to consult with legal counsel as Guarantor deemed appropriate, prior to executing this Second Amendment and assuming the personal obligations described in Section 30 of the Lease.

Signed, sealed and delivered
In the presence of the following witnesses:

Print Name:_____

Name: **Tate Clair**

Print Name:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____, by Tate Clair, and who has acknowledged that he has executed the same. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Signed, sealed and delivered
In the presence of the following witnesses:

Print Name: _____

Name: **Robyn T. Mole**

Print Name: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me on _____, by Robyn T. Mole, and who has acknowledged that she has executed the same. She is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Signed, sealed and delivered
In the presence of the following witnesses:

Print Name: _____

Name: **Clea K. Lauriault**

Print Name: _____

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me on _____, by Clea K. Lauriault, and who has acknowledged that she has executed the same. She is personally known to me or has produced _____ as identification.

Notary Public, State of Florida