

**FIRST AMENDMENT TO LEASE BETWEEN
the CITY OF GAINESVILLE, as Landlord
and PATTICAKES, INC., as Tenant**

WHEREAS, Patticakes, Inc. (“Tenant”) entered into a Lease Agreement (the “Lease”) with the City of Gainesville, Florida (“Landlord”) commencing on April 6, 2016, on the Plaza Café located on a portion of Bo Diddle Plaza (the “Premises”); and

WHEREAS, the Tenant is desirous of serving beer and wine to its customers/patrons for consumption on the Premises as an incidental use to its primary use as an Eating Place and Outdoor Café; and

WHEREAS, the Landlord is willing to permit Tenant to serve beer and wine to its customers/patrons as an incidental use under the terms and conditions set forth herein and the Lease;

NOW THEREFORE, Tenant and Landlord agree to amend that certain Lease Agreement with a commencement date of April 6, 2016, for the Premises known as the Plaza Café located on the northeast corner of Bo Diddle Plaza, Gainesville, Florida, as follows:

1. The foregoing recitals are true and correct and are incorporated into and made a part of this First Amendment to Lease as if fully set forth herein.
2. Section 2. of the Lease is amended by creating and adding a new Paragraph E. to read as follows:

E. Beer and Wine. Tenant is allowed to serve beer and wine to its customers/patrons for consumption on the premises only as an incidental use to its primary uses as an Eating Place and Outdoor Café under the following additional terms and conditions:

- 1) Tenant shall be properly licensed by and in compliance with all applicable local, state and federal laws relating to the sale, dispensing and consumption of beer and wine on the Premises; and subject to such further terms and conditions as may be required by the Landlord in its sole discretion as owner of the Premises;
- 2) Tenant shall clearly delineate the boundaries of the Outdoor Café and actively monitor its customers to ensure possession and consumption is within the boundaries of the Outdoor Café and the Premises.
- 3) Tenant shall not offer to its customers drink specials designed to encourage binge drinking (defined as encouraging a high intake of alcohol on a single occasion). The Landlord shall have the exclusive right under this Lease to determine whether any particular program or activity of Tenant encourages binge drinking. The parties agree however that Tenant may offer “Happy Hour” drink specials (defined to mean a reduction in price of a single drink or of multiple drinks).

- 4) If Tenant or its staff is charged with violations of the law involving underage drinking or other alcohol-related violations at or involving the Premises, the Landlord may move to immediately terminate this First Amendment to Lease and the Lease with written notice to Tenant.
- 5) Tenant agrees it will continue to operate the Premises as an Eating Place and Outdoor Café (its principal permitted use) in accordance with the City's Code of Ordinances. As such, Tenant agrees it will continuously offer, from a full menu offering individual portion service, food for sale or consumption to customers during all hours of operation. Food is defined as any raw, cooked, or processed edible substance, or any ingredient used, intended for use, or sold for human consumption.
- 6) Breach of any of the above-referenced requirements shall constitute a default under the terms of the Lease.

3. Except as expressly modified by this First Amendment, the terms and conditions of the Lease Agreement shall remain in full force and effect.

In witness whereof, the parties have signed this Amendment **effective** upon the last execution of this First Amendment to Lease.

Signed, sealed and delivered
In our presence:

Landlord:
CITY OF GAINESVILLE

Print Name: _____

By: _____

Dated this ___ day of _____, 2016

Print Name: _____

Tenant:
PATTICAKES, INC., a Florida
corporation

Print Name: _____

Name: Janet Patterson
Title: President

Print Name: _____

Dated this ___ day of _____, 2016

Guarantor:

Print Name: _____

Name: Janet Patterson

Dated this ___ day of _____, 2016

Print Name: _____