

**SECOND AMENDMENT TO LEASE BETWEEN
the GAINESVILLE COMMUNITY REDEVELOPMENT AGENCY, as Landlord
and SOUTHERN CHARM KITCHEN, INC., as Tenant**

THIS **SECOND AMENDMENT OF LEASE AGREEMENT** ("Amendment") is made by and between the **Gainesville Community Redevelopment Agency**, a public body corporate and politic existing under the laws of the State of Florida, whose address is 802 NW 5th Avenue, Gainesville, Florida 32601 ("Landlord") and **Southern Charm Kitchen, Inc.**, a Florida corporation, whose address is: 1714 SE Hawthorne Road, Gainesville, FL 32641. ("Tenant") (hereafter collectively "Parties").

WHEREAS, the Parties entered into a Lease Agreement ("Original Agreement") commencing on June 29, 2011, on certain property previously known as the Hawthorne Road Café and currently known as Southern Charm Kitchen (the "Café"); and

WHEREAS, the Parties entered into a First Amendment to Lease Agreement ("Amendment") on December 10, 2012, permitting the sale of beer and wine for on-premises consumption; and

WHEREAS, pursuant to the Original Agreement, following the initial term, Tenant may extend the Original Lease for up to five additional consecutive years at the Tenant's option; and

WHEREAS, the Parties agree that Tenant is not in default of the Lease Agreement and Tenant has timely notified Landlord that Tenant desires to renew its Lease for five years, with the ability to terminate the agreement upon 60 days' notice.

NOW THEREFORE, Tenant and Landlord agree to amend that certain Lease Agreement with a commencement date of June 29, 2011 for the Premises previously known as Hawthorne Road Cafe and now known as Southern Charm Kitchen: located at 1714 SE Hawthorne Road, Gainesville, FL 32641, 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 3. of the Lease is amended to read as follows:

SECTION 3. TERM OF LEASE AND SURRENDER OF PREMISES. Commencing on June 30, 2016, Tenant shall lease the Premises for an additional period of five (5) years ("Extension Lease Term"), unless earlier terminated as provided in this Lease. During the Extension Lease Term, the Tenant may terminate the Lease upon sixty days written notice to Landlord of Tenant's termination of the Lease. Upon vacating the Premises, Tenant must remove its furniture, movable equipment and other personal property not attached to the Premises. Anything not removed on or before the date the Tenant vacates the Premises will become the property of the Landlord. Upon vacating the Premises, Tenant agrees to deliver to Landlord all keys to the Premises and to surrender the Premises immediately and in good order and condition, excepting reasonable wear and tear, and return to the Landlord all tangible personal property supplied by Landlord to Tenant other than Tenant's own personal property.

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

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

Signed, sealed and delivered
In our presence:

Landlord:
GAINESVILLE COMMUNITY
REDEVELOPMENT AGENCY

Helen Harris
Print Name: Helen Harris

By: [Signature]

Karen E. Pruss
Print Name: KAREN E PRUSS

Dated this 28 day of June, 2012

APPROVED AS TO FORM AND LEGALITY

BY: Lisa C. Bennett
Lisa C. Bennett, Asst. City Attorney II

Tenant:
SOUTHERN CHARM KITCHEN,
INC., a Florida corporation, doing
business as "SOUTHERN CHARM
KITCHEN"

[Signature] 6/28/16
Print Name: Nigel Hamm

[Signature]
Name: Omar Oselimo
Title: President

Tricia Lopez
Print Name: Tricia Lopez

Dated this 28 day of June, 2012
2016

Guarantor:

[Signature] 6/28/16
Print Name: Nigel Hamm

[Signature]
Name: Omar Oselimo

Dated this 28 day of June, 2012
2016

Tricia Lopez
Print Name: Tricia Lopez

Guarantor:
[Signature]
Name: Arpita Oselimo

Dated this 28 day of June, 2012
2016

[Signature] 6/28/16
Print Name: Nigel Hamm

Tricia Lopez 6/28/16
Print Name: Tricia Lopez