

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

**WHEREAS**, Southern Charm Kitchen, Inc. ("Tenant") entered into a Lease Agreement (the "Lease") with the Gainesville Community Redevelopment Agency ("Landlord") commencing on June 29, 2011, on certain property, commonly known as the Hawthorne Road Cafe (the "Cafe"); and

**WHEREAS**, the Tenant is desirous of serving beer and wine to its customers/patrons for consumption on the premises at the Cafe 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 June 29, 2011 for the Premises known as Hawthorne Road Cafe 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 2. of the Lease is amended by creating and adding a new Paragraph C. to read as follows:

**C. 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:

Helen Harris  
Print Name: Helen Harris

Karen E Pruss  
Print Name: KAREN E PRUSS

**Landlord:**  
GAINESVILLE COMMUNITY  
REDEVELOPMENT AGENCY

By: [Signature]  
Dated this 10<sup>th</sup> day of December, 2012

APPROVED AS TO FORM AND LEGALITY  
BY: [Signature]  
MARION J. RADSON

DEC 10 2012

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

Malcolm C. Krier  
Print Name: Malcolm C. Krier

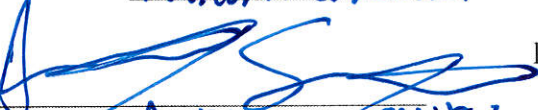
[Signature]  
Name: Ontar Oselimo  
Title: President

[Signature]  
Print Name: AUTUMN C. SANTOS


Dated this 5 day of December, 2012

  
Print Name: Malcolm C. Knies

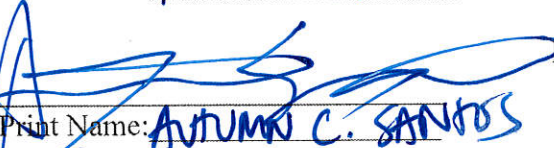
Guarantor:   
Name: Omar Oselimo

  
Print Name: AUTUMN C. SANTOS

Dated this 5 day of December, 2012

  
Print Name: Malcolm C. Knies

Guarantor:   
Name: Arpita Oselimo

  
Print Name: AUTUMN C. SANTOS

Dated this 5 day of December, 2012