

ATTACHMENT "A"

**AMENDMENT NO. 1 TO LEASE
BETWEEN
THE MIAMI BEACH REDEVELOPMENT AGENCY
AND
COLLINS 1560, LLC**

This Amendment No. 1 (Amendment) to the Lease dated March 23, 2023 (Lease), by and between the Miami Beach Redevelopment Agency (RDA), a public body corporate and politic and existing under the laws of the State of Florida, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139 (Landlord), and Collins 1560, LLC, a Florida limited liability company, having its principal place of business at 1560 Collins Avenue, Suites 1 and 2, Miami Beach, FL 33139 (Tenant), is entered into this ____ day of _____, 2024:

RECITALS

WHEREAS, on December 14, 2022, pursuant to Resolution Number 680-2022, the Miami Beach Redevelopment Agency (RDA), (Landlord) and Collins 1560, LLC (Tenant) entered into a Lease for the operation of a restaurant at 1560 Collins Avenue, Suites 3 and 4 (Premises); and

WHEREAS, the initial Lease term is for nine (9) years and 272 days commencing on April 6, 2023, and ending on January 3, 2033; and

WHEREAS, upon execution of the Lease, the Tenant began the renovation of the Premises, and the café is expected to remain closed during the renovation process and anticipated to open in the summer of 2024; and

WHEREAS, at the time the Lease was executed, it was under the understanding that the existing grease trap had prior approval and that only a review of the permit would be necessary; and

WHEREAS, the Department of Regulatory and Economic Resources (DERM) was not able to locate any permitting for the initial construction of the grease trap on the site; and

WHEREAS, the Tenant has undergone complete permitting for an existing grease trap, which has considerably delayed their ability to open by the date previously anticipated; and

WHEREAS, the Rent Abatement Period is set to expire on September 22, 2024, at which point Tenant would be required to pay the current Minimum Rent payment of \$17,361.68, in addition to the Operating Expenses which Tenant is required to pay during the Rent Abatement Period; and

WHEREAS, on April 25, 2024, the Tenant requested an extension of the Rent Abatement Period for an additional eight (8) months, from October 6, 2024 through June 5, 2025; and

WHEREAS, on _____, 2024, the Chairman and Members of the Miami Beach Redevelopment Agency adopted Resolution No. _____, approving Amendment No.1 to the Lease, granting Tenant the requested extension of the Rent Abatement Period.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Landlord and Tenant hereby agree to amend the Lease as follows:

1. ABOVE RECITALS.

The above recitals are true and correct and are incorporated as part of this Amendment.

2. MODIFICATIONS.

The Agreement is hereby amended (deleted items ~~struck through~~ and inserted items underlined) as follows:

14. Term of Lease (Section 1.1):

Lease Term is nine (9) years and 272 Days from the Commencement Date.
"Commencement Date": The date Landlord delivers Premises to the Tenant.

"Rent Commencement Date": 1) Following the earlier of one hundred and eighty (180) days from Commencement Date; or 2) the date any portion of the Premises opens for business.

Rent and Additional Abatement Period: During Months 2-7 from the Commencement Date ("Minimum Rent and Additional Rent Abatement Period"), Tenant shall not be required to pay the monthly Minimum Rent or any Additional Rent payment (as such term is defined in subsection 2.1 of the Lease) that would otherwise be due during the Minimum Rent and Additional Rent Abatement Period.

Rent Abatement Period: During Months 8- ~~18~~ 26 from the Commencement Date ("Rent Abatement Period"), Tenant shall not be required to pay the monthly Minimum Rent payment, the Percentage Rent payment or any Concession Fee payment that would otherwise be due; however, Tenant shall be required to pay the monthly Operating Expense payment.

"Renewal Options": None

3. RATIFICATION.

Except as amended herein, all other terms and conditions of the Lease shall remain unchanged and in full force and effect. In the event there is a conflict between the provisions of this Amendment and the Lease, the provisions of this Amendment shall govern.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their appropriate officials, as of the date first entered above.

FOR LANDLORD:

**THE MIAMI BEACH
REDEVELOPMENT AGENCY**

ATTEST:

By: _____
Rafael E. Granado, Secretary

**Rickelle Williams
Interim Executive Director**

Date

FOR TENANT:

COLLINS 1560, LLC

ATTEST:

By: _____
Secretary

President

Print Name

Print Name

Date

DRAFT