

FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT

STATE OF ALABAMA}
JEFFERSON COUNTY}

This FIRST AMENDMENT TO COMMERCIAL LEASE AGREEMENT (this "First Amendment") is made by and among 205 20th Street North, LLC (the "Lessor") and B&G Restaurant, LLC (the "Lessee").

WHEREAS, Lessor and Lessee entered into that Commercial Lease dated as of January 8, 2019 (the "Commercial Lease"), with respect to therein described premises (the "Premises");

WHEREAS, Lessor and Lessee desire to amend the Commercial Lease pursuant to the terms and conditions hereinafter set forth in this First Amendment;

NOW THEREFORE, in consideration of the foregoing and the mutual premises and covenants contained herein and in the Commercial Lease, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. **Definitions.**

Section 1.b.i. shall be deleted and replaced with:

"Lease Year 1 - \$53,720.42 (\$4,476.70 per month) plus 1% of increased construction costs over the Allowance (defined below) will be added to the monthly Base Rent payment."

Section 1.aa. shall be deleted and replaced with:

"'Allowance' shall mean a Premises improvement allowance up to \$466,381 (original budget of \$215,390 plus alternates of \$250,991 detailed in the SOV in Exhibit F) provided by Lessor and paid directly to Lessor's construction company upon receipt of invoice of sufficient detail, appropriate lien waivers and any other necessary documentation to support that the work being invoiced has been completed. If necessary, at their discretion and approval, Lessor will provide additional build out allowance for additions to the scope of work by adding 1% of the increased construction costs to the monthly Base Rent payment."

2. **Exhibit F.** Exhibit F shall be deleted and replaced with:

"Below is a scope of the Lessor's Work:

Lessor will provide the Premises to Lessee in built out condition as agreed upon and detailed in the Lessor's construction company plans, and as detailed in the schedule of values below.

Lessor will provide Allowance of up to \$466,381 to offset the costs of any work Lessor's construction company needs to perform on the space in order to prepare it for Lessee's use. This Allowance is to be paid directly to the Lessor's construction company upon receipt of acceptable invoice and documentation as in accordance with Section 10.b. and definition aa. above. "

Location	CSI Code	Description of Work	Cost	\$/SF	Comments
GCs		General Conditions Total	\$ 46,838	\$ 29.15	
Trattoria					
	31010	Concrete	\$ 2,500	\$ 1.56	Patch concrete for plumbing rough-in
	51010	Structural Steel	\$ 2,500	\$ 1.56	\$2,500 for miscellaneous metals
	61021	Wood Blocking	\$ 5,000	\$ 3.13	Blocking for millwork, fixtures, and kitchen equipment
	64011	Millwork	\$ 11,000	\$ 6.88	22 lf of bar at \$500/lf for wall, supports and counters, does not include 11 lf on plan past column
	66020	Interior Trim	\$ 1,500	\$ 0.94	800 lf of wood trim at \$5/lf
	71010	Caulking & Waterproofing	\$ 1,500	\$ 0.94	Paint related caulking and plumbing fixture caulking
	75020	Roof Patch	\$ 2,500	\$ 1.56	Roof patch for plumbing vents and exhaust
	81111	Doors, Frames & Hardware	\$ 800	\$ 0.50	Door, frame and hardware at dishwashing
	88010	Glass & Glazing	\$ -	\$ -	Excluded, in base package
	92510	Walls & Ceilings	\$ 6,000	\$ 3.75	90 lf of wall at \$100/lf, 1200 sf of trp at \$2.50/sf
	93010	Tile	\$ 2,260	\$ 1.41	113 lf of sanitary base at \$20/lf
	97060	Floor Prep	\$ 5,600	\$ 3.50	1,600 sf at \$3.50/sf
	99100	Painting	\$ 4,500	\$ 2.81	\$2.50/sf
					1 ea kitchen fire extinguishers at \$75/ea for material and \$25/ea for install, 1 ea fire extinguishers with cabinets at \$175/ea for material and \$100/ea for install
	105210	Fire Extinguishers & Cabinets	\$ 575	\$ 0.36	
	114010	Commercial Food Equipment	\$ -	\$ -	Excluded, see alternate below
	230000	Fire Protection	\$ 5,600	\$ 3.50	Sprinkler system rough-in
					\$25,000 for kitchen equipment connections, impact fees at \$315.49/seat for 35 seats, \$10,000 for grease trap, \$5,000 for grinder pump
	230000	Plumbing	\$ 51,042	\$ 31.90	
	230000	HVAC	\$ 10,000	\$ 6.25	Distribution only, equipment and main trunk line in base package
	260000	Electrical	\$ 18,000	\$ 11.25	\$10/sf for power and lighting
	263000	Fire Alarm	\$ 3,600	\$ 2.25	\$27/sf
		Trattoria Total	\$ 134,477	\$ 84.05	
Permit & Fees					
		Building Permit & License	\$ 3,924	\$ 2.45	
		Construction Contractor Contingency	\$ 10,769	\$ 6.73	
		DMC Fee - 10%	\$ 19,581	\$ 12.24	
		Total Budget	\$ 215,390	\$ 134.62	
Alternates					
	64011	Drink Counter	\$ 5,827	\$ 3.64	7 lf drink counter at \$350/lf, 7 lf of shelving and storage at drink counter at \$350/lf
	64011	Extend Bar Past Column	\$ 6,511	\$ 4.09	11 lf of bar at \$500/lf for wall, supports and counters
	66020	Wood Wall Paneling	\$ 14,866	\$ 9.29	500 sf of wood wall paneling at \$25/sf
	93010	Wall Tile	\$ 6,779	\$ 4.24	600 sf of subway wall tile at \$12/sf, includes taking out \$2.50/sf for trp
	93010	Floor Tile	\$ 16,174	\$ 10.11	1600 sf of floor tile at \$12/sf, includes taking out \$3.50/sf for polished concrete
	104015	Signage	\$ 5,946	\$ 3.72	Allowance
	106710	Shelving	\$ 3,925	\$ 2.45	66 lf of under bar shelving at \$25/lf for material and \$25/lf for install
	114010	Commercial Food Equipment	\$ 59,462	\$ 37.16	Allowance
	114015	Hood	\$ 59,462	\$ 37.16	Allowance
	125010	Furniture	\$ 45,489	\$ 28.44	60 lf of Banquette at \$300/lf including cushions, 30 chairs at \$75/ea, 33 two-top tables at \$500/ea
					\$5,000 for power lighting and fire alarm, \$8,000 for plumbing fixtures and piping, \$3,500 for ductwork, \$5,000 for walls ceilings, and finishes, \$800 for door frame and hardware
	230000	Employee Bathroom	\$ 26,520	\$ 16.58	
		Alternates Total	\$ 250,991	\$ 156.87	

- Conflicts.** Lessor and Lessee affirm that this is the entire agreement between all parties. To the extent this First Amendment does not conflict with the Commercial Lease, the Lessor and Lessee hereby ratify and reaffirm all terms of the Commercial Lease. In the event that any provisions of the Commercial Lease conflict with this First Amendment, this First Amendment shall govern.
- Severability.** If any provision in this First Amendment is deemed invalid, then the remaining provisions thereof will continue in full force and effect and will be construed as if the invalid provision had not been a part of this First Amendment.

Dated this 16th day of January, 2019.

LESSOR

By: 

Name: Hunter Penfro

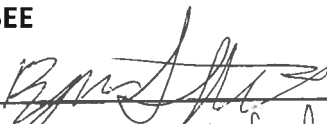
Title: Manager

WITNESS

By: 

Name: Jeremy Pearson

LESSEE

By: 

Name: Bryan Stanford

Title: Owner

WITNESS

By: 

Name: Jeremy Pearson