

Amendment One
Park One Lease Agreement

Recitals

1. On March 1, 2015, Vivian Villareal, aka Cocina Villareal, and Brad Edwards, DBA The Latin Kitchen (29th St. Café) (Tenant) and the City of Billings (Landlord) entered into a lease agreement for the occupation of retail space in the City-owned building known as "Park 1". The space consists of 1,749 square feet ground floor space with an address of 224 North 29th Street, Billings, Montana.
2. The lease agreement provided for a three (3) year term with monthly lease payments of \$1,100.00 beginning May 1, 2015. According to the original signed contract, no rent was due for March and April, 2015 in recognition of and to offset the cost of lease space modifications being paid for by the Tenant. The Tenant requested for one more month of no rent payment for the month of May. The Landlord accepted the request resulting in a payment of \$1,100.00 due June 1, 2015. Tenant submitted a down payment of \$1,100.00 at the time the contract was signed which was recorded as the June 1, 2015 payment. Rent for the second year, beginning March 1st, 2016 shall be in twelve (12) equal monthly installments \$1,250.00. Rent for the third year, beginning March 1st, 2017, shall be in twelve (12) monthly installments of \$1,400.00.
3. Tenant has been unable to pay the required monthly lease amount and has inquired if the City would agree to a payment plan to allow Tenant to eventually bring itself current in its lease payments under the original lease agreement.
4. Tenant acknowledges that Paragraph 15 of the original Lease allows the Landlord to evict tenant for non-payment of the monthly rent after thirty (30) days advance written notice. In consideration for receiving this Amendment to the Lease Agreement, if tenant fails to comply with all parts of this Amendment's payment arrangement, Tenant waives its right to receive thirty (30) days advance written notice of its Default under Paragraphs 15 and 17 of the original Park One Lease Agreement. If Tenant defaults on the payment schedule provided in this Amendment One, Landlord may, in its discretion, proceed with eviction of Tenant without further written or verbal notice and may enter and repossess the premises without advance notice, expel tenant and remove any property belonging to Tenant without being guilty of trespass or breach of the Lease Agreement. Tenant currently owes Landlord a total of \$6,600.00 for past due unpaid monthly lease payments as follows:

July 2015 - \$1,100.00 (Lease)
 August 2015 - \$1,100.00 (Lease)
 September 2015 - \$1,100.00 (Lease)
 October 2015 - \$1,100.00 (Lease)
 November 2015 - \$1,100.00 (Lease)
 December 2015 - \$1,100.00 (Lease)

5. Tenant and Landlord desire to amend the original lease agreement to provide for a temporary, short term time period to allow tenant to bring itself current with lease payments.

Amendment

Pursuant to the mutual agreement of Tenant and Landlord, the following amendment to the original Park 1 lease of 224 North 29th Street shall be in effect beginning December 14, 2015, (date of Council approval) until November 30, 2016:

<u>DATE</u>	<u>LEASE AMOUNT</u>	<u>ADDITIONAL AMOUNT</u>	<u>TOTAL</u>
12/31/2015	\$ 550.00	\$ -	\$ 550.00
1/31/2016	\$ 1,100.00	\$ -	\$ 1,100.00
2/29/2016	\$ 1,100.00	\$ 660.00	\$ 1,760.00
3/31/2016	\$ 1,250.00	\$ 660.00	\$ 1,910.00
4/30/2016	\$ 1,250.00	\$ 660.00	\$ 1,910.00
5/31/2016	\$ 1,250.00	\$ 660.00	\$ 1,910.00
6/30/2016	\$ 1,250.00	\$ 660.00	\$ 1,910.00
7/31/2016	\$ 1,250.00	\$ 660.00	\$ 1,910.00
8/31/2016	\$ 1,250.00	\$ 660.00	\$ 1,910.00
9/30/2016	\$ 1,250.00	\$ 660.00	\$ 1,910.00
10/31/2016	\$ 1,250.00	\$ 660.00	\$ 1,910.00
11/30/2016	\$ 1,250.00	\$ 660.00	\$ 1,910.00
TOTAL	\$ 14,000.00	\$ 6,600.00	\$ 20,600.00

Original Lease Term and Provisions Not Otherwise Affected or Modified

This Amendment shall not modify or affect any other term or provision of the original lease agreement and all such provision shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to the original Park 1 lease of May 14, 2012, on this _____ day of _____, 2015.

Vivian Villareal, aka Cocina Villareal, LLC (Tenant)
Brad Edwards, DBA The Latin Kitchen (29th St. Café)

City of Billings (Landlord)

BY: _____

BY: _____

ITS _____

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY
