



**EXTENSION AND AMENDMENT TO THE LEASE AGREEMENT
CAFÉ AT FOELLINGER-FREIMANN BOTANICAL CONSERVATORY**

This Amendment (“Amendment”) to the 2019 Lease Agreement (“Agreement”) is made and entered into on August 11, 2022 by and between THE CITY OF FORT WAYNE DEPARTMENT OF PARKS AND RECREATION, FOELLINGER-FREIMANN BOTANICAL CONSERVATORY (“Landlord”) with its principal office located at 750 E. State Boulevard, Fort Wayne, Indiana 46805, and CONJURE COFFEE, an Indiana limited liability company, 701 Columbia Ave., Fort Wayne, Indiana 46805 (“Tenant”), collectively referred to as (the “Parties”).

Whereas, the Parties initially entered into the Agreement on September 12, 2019 and currently wish to amend certain terms and extend the Agreement for an additional two (2), two (2) year terms;

It is mutually understood and agreed by and between the Parties to extend and amend the previously executed Agreement as follows:

STRIKE

A. 3 ~~LEASE TERM.~~ The term of this lease shall commence on September 1, 2019 (the “Commencement Date”) and continue through August 31, 2020 (the “Lease Term”) unless earlier terminated as hereinafter provided. The lease will actually renew for two (2) successive years upon mutual written approval of both Parties no later than August 31, 2020.

INSERT:

A. 3 LEASE TERM. The term of this lease shall commence on September 1, 2022 (the “Commencement Date”) and continue through August 31, 2024 (“Term 1”) unless earlier terminated as hereinafter provided. The lease will renew for two (2) successive terms upon mutual written approval of both Parties no later than August 31, 2024 (“Term 2”) and August 31, 2026 (“Term 3”) (collectively referred to as the “Lease Term”).

STRIKE

A.4 ~~FEE WAIVER, PAYMENT AND INVOICE TERMS.~~ Landlord will extend a fee waiver of monthly rent for the first sixty (60) days of the Lease Term to allow Tenant the ability to prepare for business. Thereafter, Tenant shall pay to Landlord as rent in the amount of

~~Six Hundred Twenty Five and 00/100 Dollars (\$625.00), commencing on November 1, 2019 and thereafter on the 1st day of each consecutive month during the Lease Term. Tenant shall pay rent to Landlord in arrears on the tenth (10th) day of each month during the Lease Term.~~

INSERT:

A.4 PAYMENT AND INVOICE TERMS. Tenant shall pay to Landlord as rent in the amount of Six Hundred Twenty Five and 00/100 Dollars (\$625.00), commencing on September 1, 2022 and thereafter during Term 1. Upon the approval and commencement of Term 2 on September 1, 2024 tenant shall pay to Landlord as rent in the amount of Six Hundred Sixty Five and 00/100 Dollars (\$665.00). Upon the approval and commencement of Term 3 on September 1, 2026 tenant shall pay to Landlord as rent in the amount of Seven Hundred and 00/100 Dollars (\$700.00). Tenant shall pay rent on the first (1st) day of each consecutive month, payment is considered in arrears if received on or after the tenth (10th) day of each month during the Lease Term.

STRIKE:

~~A.5 SPECIAL CONSIDERATIONS. Landlord agrees to waive the normal catering fee for events taking place in the Orchid Room, Saguaro Room, and adjoining patio for Tenant.~~

~~Landlord agrees to waive normal rental fees for two (2) events hosted by Tenant annually, excluding Saturdays and subject to availability. Tenant is subject to payment of security fees for its hosted events.~~

~~Landlord agrees to reimburse Tenant during the first year of the Lease Term for up to \$750 or provide a rental fee waiver of the same amount to support Tenant's application for a two-way exercise license for the provision of beer and wine in the Premises.~~

INSERT:

A.5 SPECIAL CONSIDERATIONS. Landlord agrees to waive the normal catering fee for events taking place in the Jaenicke, Kessler, and Prado for Tenant.

STRIKE:

~~A.7 HOURS OF SERVICE. Initial hours of service for the Facility will be:~~

~~Monday 7:00 a.m. 2:00 p.m.~~

~~Tuesday – Saturday – 7:00 a.m. – 5:00 p.~~

~~Any change of the hours of service shall be mutually agreed upon by both Parties.~~

INSERT:

A.7 HOURS OF SERVICE. Initial tenant hours of service for the Facility will be:

Tuesday – Saturday – 10:00 a.m. – 5:00 p.m.

Sunday – 12:00 p.m. – 4:00 p.m.

Any change of the hours of service shall be mutually agreed upon by both Parties.

STRIKE:

~~A.8 SECTION PROPOSED MENU. Menu items and pricing will be determined by the Tenant with input from the Landlord. Menus will be expected to change seasonally/occasionally but will feature items such as coffee and other beverages, including beer and wine, pastries, ice cream/gelato, quiche, soups, salads, and sandwiches and other light lunch fare including items appealing to children. In addition to specialty drinks, Tenant agrees to offer four (4) items from a mainstream (Coke or Pepsi) soda provider. Consideration will be given to provision for special health needs such as sugar free sweeteners and items free from gluten and dairy.~~

INSERT:

A.8 SECTION PROPOSED MENU. Menu items and pricing will be determined by the Tenant with input from the Landlord. Menus will be expected to change seasonally/occasionally but will feature items such as coffee and other beverages, including pastries, sandwiches, and other light lunch fare including items appealing to children. In addition to specialty drinks, Tenant agrees to offer four (4) items from a mainstream (Coke or Pepsi) soda provider. Consideration will be given to provision for special health needs such as sugar free sweeteners and items free from gluten and dairy. Tenant must post pricing for menu offerings.

STRIKE:

~~A.14 PARKING. Landlord will make available to the Tenant two (2) parking spaces in the Harrison Street parking lot for its employee or vendor use. Customer parking will be available either in the Civic Center parking garage or in metered locations on the surrounding streets.~~

STRIKE:

~~B.2 UTILITIES AND SERVICES. Landlord shall arrange for the Premises to be furnished connections for utilities and services to which Landlord has access including electricity, water and sewer services, in the manner generally available to similar operations commensurate with the purpose of this Lease.~~

~~Landlord shall pay for electricity, water, sewer and garbage services as well as snow removal to the Premises, and Tenant shall pay for all other services required to operate on the Premises, including telephone and other telecommunications services used in or charged against the Premises during the Lease Term. Tenant shall coordinate with Landlord for the routine maintenance and repair of all apparatus providing such utilities and services provided by Landlord to the Premises. Tenant shall be responsible for all maintenance and repair of utilities and other services supplied or ordered solely by Tenant.~~

~~Before installing any equipment in the Premises that generates more than a minimum amount of heat or places a major demand for electrical power on the Facility's electrical system or a major demand for utilities consumption or transmission of any kind on any Facility system, Tenant shall obtain the written permission of Landlord. Landlord may refuse to grant such permission, if, in Landlord's sole opinion, the amount of heat generated would place an undue burden on the Facility's air conditioning system or the amount of power required would place an undue burden on the Facility's electrical system.~~

INSERT:

B.2 UTILITIES AND SERVICES. Landlord shall arrange for the Premises to be furnished connections for utilities and services to which Landlord has access including electricity, water and sewer services, in the manner generally available to similar operations commensurate with the purpose of this Lease.

Landlord shall pay for electricity, water, sewer and garbage services as well as snow removal to the Premises, and Tenant shall pay for all other services required to operate on the Premises, including telephone, internet, and other telecommunications services used in or charged against the Premises during the Lease Term. Tenant shall coordinate with Landlord for the routine maintenance and repair of all apparatus providing such utilities and services provided by Landlord to the Premises. Tenant shall be responsible for all maintenance and repair of utilities and other services supplied or ordered solely by Tenant.

Before installing any equipment in the Premises that generates more than a minimum amount of heat or places a major demand for electrical power on the Facility's electrical system or a major demand for utilities consumption or transmission of any kind on any Facility system, Tenant shall obtain the written permission of Landlord. Landlord may refuse to grant such permission, if, in Landlord's sole opinion, the equipment would place an undue burden on the Facility's mechanical or electrical systems.

INSERT:

EXHIBIT A

[Description of Premises]

FOELLINGER-FREIMANN BOTANICAL CONSERVATORY

FACILITY BACKGROUND

The Foellinger-Freimann Botanical Conservatory is comprised of three gardens under glass (a temperate collection changing four times per year, a permanent tropical collection, and a collection of plants from the Sonoran Desert), outdoor public gardens, classrooms, interactive and passive educational exhibits. The facility was constructed in 1983 and opened to the public in November of that year. A major addition to the facility comprised of a new gift shop, atrium, classroom and restrooms was completed in 1997.

The Conservatory is owned and operated by the Fort Wayne Parks and Recreation Department, a subdivision of local government, City of Fort Wayne, Indiana.

OBJECTIVES AND ACTIVITIES

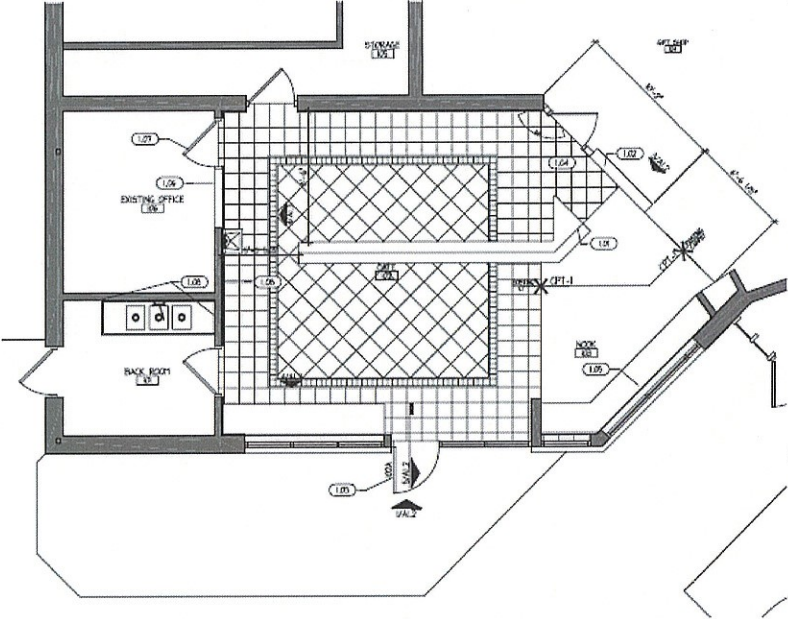
The Conservatory functions as a public garden and museum with hours of operations Tuesday through Saturday from 10:00 a.m. to 5:00 p.m. Thursday from 10:00 a.m. to 8:00 p.m. and Sunday from noon to 4:00 p.m. Programs and activities include family special events, workshops, lectures, classes and off-site education. Portions of the facility are available for rent by the general public. A café and gift shop are also present on the property.

LOCATION

1100 S. Calhoun Street, Fort Wayne, IN 46802. The downtown location is several miles from any agricultural zones and free of any endangered species. The surrounding property is developed real estate, primarily of retail use zoned for commercial use.

CAFÉ PREMISES

The premises consists of 772 square feet in two rooms located on the East side of the building adjacent to Calhoun Street. The space is divided into two rooms, the public restaurant space and a storage and prep area. A separate exterior entrance to the Café is located on the Calhoun Street side of the Premises.



Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties hereby execute this Extension as of the date and year first above written.

**CITY OF FORT WAYNE
BOARD OF PARK COMMISSIONERS**

William Zielke, President

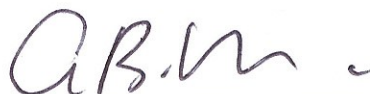
Justin Shurley, Vice-President

Cory Miller, Commissioner

Richard Briley, Commissioner

Steve McDaniel, Director/Board Secretary

CONJURE COFFEE, LLC



Corey Waldron, Owner

Owner

7/26/2022