

THE CITY OF CORAL GABLES



OFFICE OF CITY MANAGER

CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

The City Beautiful

October 23, 2003

SETTLEMENT PROPOSAL

Harald Neuweg
Satchmo Blues Bar & Grill, Inc.
D/b/a Da Capo Restaurant & Bar
60 Merrick Way
Coral Gables, FL 33134

RE: 60 Merrick Way, Coral Gables, FL 33134

Dear Mr. Neuweg:

In response of the meeting of today, October 23, 2003, the following outlines the terms of a settlement agreement by and between Harald Neuweg, Satchmo Blues Bar & Grill, Inc., Satchmo Blues Bar & Grill, Inc., d/b/a Da Capo Restaurant & Bar and the City of Coral Gables, as accepted by this office on behalf of the City of Coral Gables as the landlord of the referenced tenant space.

1-Harald Neuweg, Satchmo Blues Bar & Grill, Inc., Satchmo Blues Bar & Grill, Inc., d/b/a Da Capo Restaurant & Bar ("Tenants") shall commence payment of the lease payments under the original terms of the lease, which as of this date are \$5,806.89 (includes sales tax) per month, subject to all other applicable provisions of the lease, including percentage increases. However, the City will forgive the Jumpin Java payment of \$1,250 a month.

2-A lump sum payment of \$50,000 representing an accepted past due rent from September 1, 2002 to June 1, 2003 was received by September 15, 2003 as previously agreed.

3-By accepting this settlement, tenants hereby agree to settle all claims, direct or indirect, consequential or other, including any claims for loss of revenue or business interruption and each party shall bear their own costs and attorney fees.

4-Tenant may apply to the City Commission for an amendment to the lease to provide for permission to do business as Fritz & Franz Bierhaus and lease language clarification as to the use of the terrace.

5-As landlord the City Manager agrees to the terms of the attached letter dated September 11, 2003 from Maria Prats Hamilton, Esq. on behalf of Harald Neuweg except to #3, 4 and 5 which are for City Commission approval. Both parties shall comply with all regulations, rules, statutes and ordinances of the State, City and County.

6-This agreement does not release tenant from the requirement of 5(c) and 6 of the original final lease.

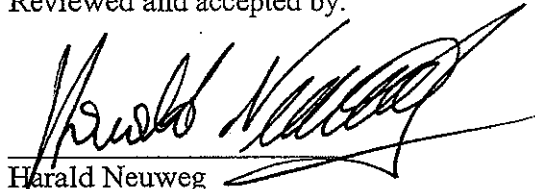
With agreement in the foregoing, please date, sign and execute same, and return a copy of this letter to the attention of this office with a copy to the City Attorney. The City Attorney will then prepare the appropriate settlement documents in order that the Administration may resolve the outstanding dispute by and between the parties. All requested amendments to the existing agreement have been tentatively scheduled to be considered by the City Commission at the regularly scheduled meeting of November 18, 2003.

Very truly yours,



David L. Brown
City Manager

Reviewed and accepted by:



Harald Neuweg
Owner, Satchmo Blues Bar & Grill, Inc.
d/b/a Da Capo Restaurant & Bar

- c. Elizabeth M. Hernandez, City Attorney
Maria Prats Hamilton, Esq.
1570 Madruga Ave., Ste 214
Coral Gables FL 33134

MARIA PRATS HAMILTON

ATTORNEY AT LAW

1570 MADRUGA AVENUE • SUITE 214
CORAL GABLES, FLORIDA 33146

BOARD CERTIFIED
REAL ESTATE LAW

TELEPHONE: (305) 665-5610
TELEFAX: (305) 665-5899

Via Facsimile Transmission
September 10, 2002

Elizabeth M. Hernandez, Esquire
City Hall
405 Biltmore Way
Coral Gables, FL 33134

RE: Harold Neuweg

Dear Ms. Hernandez,

Please be informed that my client, Satchmo Blues Bar & Grill, Inc. has formed a Florida limited liability company, entitle Fritz & Franz Bierhaus, LLC, for the purpose of doing business under same name. A Notice of Fictitious Name has also been filed with the Secretary of State. Kindly prepare an addendum to the lease whereby the City of Coral Gables as Landlord acknowledges and agrees to the foregoing. The terms of the requested Addendum should be essentially the same as the terms of the addendum prepared to acknowledge my client's doing business as Da Capo.

Mr. Neuweg has asked me to confirm the following terms of your recent meeting with him, which terms are to be included in the proposed Addendum:

1. Permission to use the plaza for three 3-Day Festivals and some 1 or 2-day special events -
Oktoberfest -Fall (Oct. 23, 24, 25, 26)
Blues Festival -Spring
International Beer Festival -Summer
2. Use the Plaza every 1st Friday of the month for an Arts Exhibition. Have a 10 x 10' booth set up for artists to display and sell their artwork. This exhibition shall form part of the Galleria walk.
3. City's consent to have live music on the plaza until 10 pm.
4. City's consent to charge a cover during Festivals or special events to offset costs.
5. City's consent to use the covered area for business without interference. This area should be included as restaurant space as it is written in the lease and City should grant consent to the tenant to be able to put removable bars in that area every Friday night or during any special events.

Elizabeth Hernandez, Esquire
September 10, 2003
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6. Prompt approval by the City to allow Tenant's relocation of the existing satellite dish to a different location in the building. Due to the new building on Aragon, the Tenant has lost the satellite signal completely.
7. Approval by the City for the new name as described above and for the placing of a new sign.
8. City's consent to defer the next four month's rental payments and allow the total to be paid over a 24-months period as additional rental payments. Beginning on December 1, 2003, rental payments shall be \$5,806.89 plus \$967.00 (deferred rental) per month for 24 months.
9. City's acknowledgment that my client has paid the December, 2003 rental in the sum of \$5,806.99 and deferred rental in the sum of \$967.00.

Thank you for your attention to this matter and please call should you have any questions or comments.

Very truly yours,

Maria Prats Hamilton, Esq.
MPH/crh
cc: Harold Neuweg
(Via Facsimile Transmission)