

**ADDENDUM “2020-1”
to the
AGREEMENT BETWEEN THE SEABROOK ECONOMIC DEVELOPMENT
CORPORATION, THE CITY OF SEABROOK, AND AMERICANO’S CAFÉ**

This Addendum “2020-1”, (“Addendum”) is made this _____ day of _____, 2020, and is incorporated into and will be deemed to amend the **Economic Development Agreement**, approved on December 3, 2019, (“Effective Date”) between **Moshe Allen, an individual doing business as Americano’s Café, (“Americano’s”)**, a restaurant to be located at 2900 NASA Parkway, Suite 310, Seabrook, TX 77586; the Seabrook **Economic Development Corporation (“EDC”)** and the **City Of Seabrook, Texas**, (the “Agreement”) for economic incentives, proposing to make site improvements for a coffee shop/restaurant for a 2175 square-foot site for such purposes, to be located in the City of Seabrook, on the tract identified in the Agreement as the “Project Facilities”, all as referenced as the “Project” in Exhibit “A” of the Agreement, incorporated herein by reference. The purpose of this Addendum 2020-1 is to provide an extension for the time for **Substantial Completion** for the construction of the Project, as specified in Section III. A. “Improvements to Project Facilities” of the Agreement, from **January 3, 2020 to November 20, 2020**. The City of Seabrook, the Seabrook Economic Development Corporation and Moshe Allen dba Americano’s Cafe, (“Developer/Owner”), now agree to the following:

By this Addendum 2020-1, it is the desire of the parties to the Agreement to provide an extension until November 20, 2020 for the date of “Substantial Completion” of the Project by Developer/Owner as currently contained in paragraph III. A. “Improvements to Project Facilities”, as a revision to the Agreement as provided for hereafter,.

The Agreement currently provides, that the EDC will provide a reimbursement Grant, not to exceed \$68,500 for Owner’s/Developer’s performance in accordance with the Agreement and requires in paragraph III. A. “Improvement to Project Facilities” (see pages 5-6):

A. Improvements to Project Facilities. *Owner/Developer shall provide for the timely completion of the Project as delineated in Application and Site Plan and this Agreement, and shall timely submit documentation as requested by the City of Seabrook in relation to the Project and components as provided herein. Construction shall be Substantially Complete on or before **January 3, 2020**, a date which Owner/Developer agrees is a reasonable time. Owner/Developer understands and agrees that the date for Substantial Completion shall not be extended except by amendment of this Agreement, predicated upon a filed written application of Owner/Developer, prior to the date of Substantial Completion, demonstrating good cause shown for the requested extension, as finally determined by EDC and City Council. The failure of Owner/Developer to Substantially Complete the Project and obtain a certificate of occupancy for the new restaurant development shall constitute a material breach of contract and default, requiring Owner/Developer to refund all payments received from EDC pursuant to this*

Agreement, specifically including the provisions of Section IV. herein. Provided that Owner/Developer has complied with the terms of this Agreement by Substantially Completing the Project within the above referenced date, then within thirty (30) days after the EDC/City receives a written request for payment from the Owner/Developer and the EDC/City is in receipt of funds allocated to fund the Project, the EDC agrees to pay Owner/Developer the payments as referenced in II.A. subject to the terms and conditions in this Agreement.”

In accordance with Developer's/Owner's request and review by the EDC, it has been determined that the Agreement shall be amended to now provide:

A. Improvements to Project Facilities. *Owner/Developer shall provide for the timely completion of the Project as delineated in Application and Site Plan and this Agreement, and shall timely submit documentation as requested by the City of Seabrook in relation to the Project and related components as provided herein. Construction shall be Substantially Complete on or before **November 3, 2020**, a date which Owner/Developer agrees is a reasonable time. Owner/Developer understands and agrees that the date for Substantial Completion shall not be extended except by amendment of this Agreement, predicated upon a filed written application of Owner/Developer, prior to the date of Substantial Completion, demonstrating good cause shown for the requested extension, as finally determined by EDC and City Council. The failure of Owner/Developer to Substantially Complete the Project and obtain a certificate of occupancy for the new restaurant development shall constitute a material breach of contract and default, requiring Owner/Developer to refund all payments received from EDC pursuant to this Agreement, specifically including the provisions of Section IV. herein. Provided that Owner/Developer has complied with the terms of this Agreement by Substantially Completing the Project within the above referenced date, then within thirty (30) days after the EDC/City receives a written request for payment from the Owner/Developer and the EDC/City is in receipt of funds allocated to fund the Project, the EDC agrees to pay Owner/Developer the payments as referenced in II.A. subject to the terms and conditions in this Agreement.”*

Except as specifically amended herein in this Addendum 2020-1, all other provisions of the Agreement shall remain in full force and effect without change. In case of conflict with this Addendum 2020-1 and the Agreement, this Addendum 2020-1 shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum “2020-1” in multiple copies, each of equal dignity, on this ___ day of _____, 2020.

[EXECUTION PAGES FOLLOW]

SEABROOK ECONOMIC DEVELOPMENT CORPORATION

BY: Paul Dunphey,
Board President

ATTEST:

Ernie Davis,
Board Secretary

DATE: _____, 2020

CITY OF SEABROOK, TEXAS

Thomas G. Kolupski, Mayor

DATE: _____, 2020

ATTEST:

Robin Hicks, TRMC
City Secretary

MOSHE ALLEN D/B/A AMERICANO'S CAFÉ

BY: Moshe Allen
President/Authorized Representative

DATE: _____, 2020