

SECOND AMENDMENT TO THE LEASE AGREEMENT

This is a Second Amendment to the LEASE AGREEMENT dated November 8, 2022, (herein "Lease,") made and entered into this 6th day of December 2022, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter "LESSOR" or "CITY").

and

PROPERTY GEEK INVESTORS, LLC, a Florida corporation, whose principal address is 7252 Woodmont Avenue, Tamarac, Florida 33321 referred to as "LESSEE".

WITNESSETH:

WHEREAS, the LESSOR and E&J DINING, INC. d/b/a MR. NICK'S SUB SHOP entered into a Lease Agreement on November 8, 2017, for Shop No. 108 & 112; and

WHEREAS, E&J DINING, INC. d/b/a MR. NICK'S SUB SHOP, with consent from the City, assigned the Lease to MBR OF FORT LAUDERDALE d/b/a MR. NICK'S SUB SHOP on March 19, 2019; and

WHEREAS, MBR OF FORT LAUDERDALE d/b/a MR. NICK'S SUB SHOP, with consent from the City, assigned the Lease to the LESSEE on June 15, 2021; and

WHEREAS, in accordance with Section 2 of the Lease, LESSEE has the right to extend the term of Lease for two (2) additional five (5) year terms provided LESSEE is not in default; and

WHEREAS, both LESSOR and LESSEE are in mutual agreement to reduce the first option to two (2) years but the term of five (5) years for the second option shall remain unchanged; and

WHEREAS, in accordance with Section 2 of the Lease, LESSEE provided written notification to LESSOR of its intention to exercise such renewal option; and

WHEREAS, the parties desire to reduce the term of the first option to two (2) years with a commencement date of November 8, 2022.

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, LESSOR and LESSEE agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. The term of the first option shall be reduced to two (2) years with a commencement date of November 8, 2022 and ending at midnight on November 7, 2024. The term of the second option remains unchanged at five (5) years and the conditions for exercise of that option remain unchanged.
3. The LESSEE agrees promptly to pay to the LESSOR as "Base Rent" for the occupancy of the Leased Premises during the first Lease Year the sum of **\$39,841.92**, with 3%

annual increases, exclusive of sales tax and operating expenses payable in equal monthly installments of **\$3,320.16**, in advance and without demand on the first day of each month to which applicable, Rents shall be made payable to the CITY OF FORT LAUDERDALE c/o Colliers International - LB Unit 677 P.O. BOX 4857 Portland, OR 97208-4857.

4. The Second Amendment to the Lease shall be effective upon full execution by the parties.
5. The Second Amendment to the Lease may be fully executed in multiples copies by the parties each of which, bearing original signatures, shall have the force and effect of an original document.
6. In the event of any conflict or ambiguity by and between the terms and provisions of the Lease and the Second Amendment to the Lease, the terms and provisions of this Second Amendment to the Lease shall control to the extent of any such conflict or ambiguity.
7. The terms and conditions of the Lease is hereby ratified and shall remain in full force and effect, except as specifically amended by the Second Amendment to the Lease.

REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK.

AS TO LESSOR:

**CITY OF FORT LAUDERDALE, A
MUNICIPAL CORPORATION OF THE
STATE OF FLORIDA**

WITNESSES:

[Signature]
Scott Wyman
[Witness type or print name]

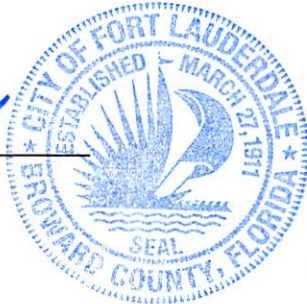
[Signature]
Aimee Hawn
[Witness type or print name]

By: [Signature]
Dean J. Trantalis, Mayor

By: [Signature]
Greg Chavarria,
City Manager

ATTEST:

[Signature]
David R. Soloman,
City Clerk



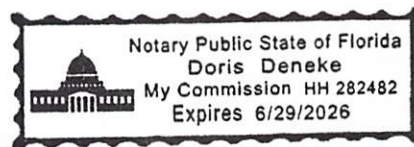
Approved as to form:
Alain E. Boileau, City Attorney

By: [Signature]
Lynn Solomon, Esq.
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online, this 8 day of February, 2022, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

[Signature]
Notary Public, State of Florida
Doris Deneke
Name of Notary Typed, Printed or Stamped



Personally Known OR Produced Identification
Type of Identification Produced _____

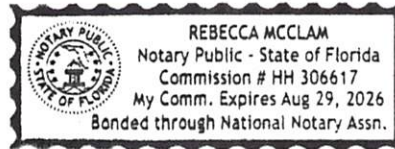
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of physical presence or
 online, this 2nd day of February, 2023 by GREG CHAVARRIA, City
Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of
Fort Lauderdale.

Rebecca McClam

Notary Public, State of Florida

Rebecca McClam



Name of Notary Typed, Printed or Stamped

Personally Known OR Produced Identification _____

Type of Identification Produced _____

AS TO LESSEE:

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year set forth below.

WITNESSES:

PROPERTY GEEK INVESTORS, LLC, a Florida limited liability company



Stump II, Kenneth
Type or print name

By 

Gaylynn James, Member and Manager

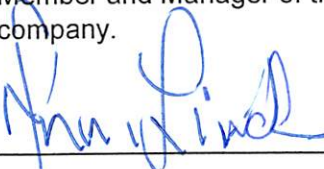
Date: 1/24/23



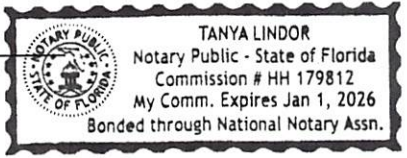
Kenneth Stump
Type or print name

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24th day of JANUARY, 2023, by Gaylynn James, as Member and Manager of the PROPERTY GEEK INVESTORS, LLC, a Florida limited liability company.



Notary Public signature
TANYA LINDOR



Name Typed, Printed or Stamped

Personally Known OR Produced Identification _____

Type of Identification Produced _____



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

21

Today's Date: 1/31/2023

DOCUMENT TITLE: Second Amendment to Lease between Property Geek Investors , LLC and COFL – Riverwalk Center Shops NO 108 & 112

COMM. MTG. DATE: 12/6/2022 CAM #: 22-1092 ITEM #: CM-9 CAM attached: YES NO

Routing Origin: CMO Router Name/Ext: Amber x-6657 Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: CAO Router Name/Ext: Sonia S. x- 5598 # of originals routed: 2 Date to CAO: 2

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 2

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 2/1/23 Lynn Solomon [Signature]
Attorney's Name Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Aimee L./CMO Date: 02/01/23

4) City Manager's Office: CMO LOG #: FEB-12 Document received from: CCO 02/01/23
Assigned to: GREG CHAVARRIA TARLESHA SMITH
ANTHONY FAJARDO SUSAN GRANT
GREG CHAVARRIA as CRA Executive Director RT CM 02/02/23

APPROVED FOR G. CHAVARRIA'S SIGNATURE N/A FOR G. CHAVARRIA TO SIGN

PER ACM: T. Smith (Initial/Date) PER ACM: A. Fajardo (Initial/Date)
S. Grant (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward originals to Mayor CCO Date: 02/03/23

5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Scan original and forwards 2 originals to: Amber Cabrerra X-6657 CMO
***Please scan and email a fully executed copy to ssierra@fortlauderdale.gov

Attach ___ certified Reso # _____ YES NO

Original Route form to Sonia S X-5598