

**THIRD AMENDMENT TO THE LEASE AGREEMENT**

This is a Third Amendment to the LEASE AGREEMENT dated November 7, 2017, (herein "Lease,") made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2025, 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 108 Southeast 1st Street, Fort Lauderdale, Florida 33301 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 ("Original Lease" or "Lease") 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 Original 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 Original Lease to the LESSEE on June 15, 2021; and

WHEREAS, Lessee and Lessor executed a Second Amendment on the Original Lease "Second Amendment" on February 2, 2022, which recognized an additional two (2) year term starting on November 8, 2022, and ending on November 7, 2024.

WHEREAS, the Second Amendment reaffirmed one remaining five (5) year option for LESSEE to extend lease where the conditions to execute remained unchanged from the Original Lease.

WHEREAS, in accordance with Section 2 of the Original Lease, LESSEE was required to provide notice within nine (9) months of November 7, 2024 to exercise said option, and LESSEE did not provide such notice.

WHEREAS, LESSEE, in good faith, began conversations with LESSOR of extending and amending the Lease term on or around July 30, 2024.

WHEREAS, the parties desire to retroactively waive LESSEE's nine (9) month notice

requirement for exercising the remaining option and recognize that Lessee exercised said option.

WHEREAS, upon waiver of the notice requirement and recognition of the option being exercise, the parties further desire to amend the remaining lease term to a two (2) year term with a commencement date of November 8, 2024, and expiration date of November 7, 2026, along with the grant of an additional (1) year option to the LESSEE that, if exercised, will have a commencement date of November 8, 2026 and expiration date of November 7, 2027.

WHEREAS, LESSEE has offered the LESSOR a 90-day notice termination clause in exchange for the Third Amendment.

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. LESSEE's requirement to provide notice to exercise the remaining five (5) year option within nine (9) months of Lease expiration is retroactively waived, and the option is deemed exercised by the LESSEE.
3. Upon recognition of said waiver of said required notice and the option deemed as exercised, the remaining term of the Lease is amended with a commencement date beginning on November 8, 2024, and ending at midnight on November 7, 2026.
4. The LESSEE shall be granted an additional one (1) year option and the conditions to exercise said option remain unchanged from the Original Lease, including the requirement that LESSEE exercise the option with at least nine (9) months written notice prior to the November 7, 2026, expiration. This option shall represent all remaining options for LESSEE to extend lease without further agreement.
5. The LESSEE agrees promptly to pay the LESSOR as "Base Rent" for the occupancy of the Leased Premises during the first Lease Year the sum of **\$42,268.23**, with 3% annual increases, exclusive of sales tax and operating expenses payable in equal monthly installments of **\$3,522.35**, in advance and without demand on the first day of each month to which applicable, Rents shall be payable to the CITY OF FORT LAUDERDALE c/o Colliers International –P.O. Box 22107 Tampa, FL 33622.
6. The Original Lease shall be amended to add an additional clause that LESSOR may terminate the Lease at any time, without cause, by providing LESSEE with written notice of at least ninety (90) days prior to the intended termination date and said

clause shall supersede all terms of the Original Lease and all amendments in conflict therewithin.

7. The Third Amendment to the Lease shall be effective upon full execution by the parties.
8. The Third 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.
9. The terms and conditions of the Lease are hereby ratified and shall remain in full force and effect, except as specifically amended by the Third Amendment to the Lease.

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

**AS TO LESSEE:**

WITNESSES:

**PROPERTY GEEK INVESTORS, LLC.,** a  
Florida limited liability company

\_\_\_\_\_

\_\_\_\_\_  
Type or print name

By \_\_\_\_\_  
Gaylynn James, Member and Manager

\_\_\_\_\_

\_\_\_\_\_  
Type or print name

Date: \_\_\_\_\_

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by Gaylynn James as Member and Manager of Property Geek Investors, LLC, a Florida limited liability company, authorized to conduct business in the State of Florida.

\_\_\_\_\_  
Notary Public signature

\_\_\_\_\_  
Name Typed, Printed or Stamped

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**AS TO LESSOR:**

WITNESSES:

\_\_\_\_\_

[Witness type or print name]

\_\_\_\_\_

[Witness type or print name]

ATTEST:

\_\_\_\_\_  
David R. Soloman, City Clerk

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

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

By: \_\_\_\_\_  
Susan Grant, Acting City Manager

Approved as to form and correctness:  
D'Wayne M. Spence, Interim City Attorney

By: \_\_\_\_\_  
Shaun N. Amarnani, Esq.  
Assistant City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
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 notarization, this \_\_\_\_ day of \_\_\_\_\_, 2025, by SUSAN GRANT, Acting City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_