

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:

[Witness type or print name]

[Witness type or print name]

By: _____
Dean J. Trantalis, Mayor

By: _____
Greg Chavarria,
City Manager

ATTEST:

David R. Soloman,
City Clerk

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

By: _____
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 ____ day of _____, 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.

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, this ____ day of _____, 2022, by GREG CHAVARRIA, 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 _____

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

Type or print name

By _____

Gaylynn James, Member and Manager

Date: _____

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 ____ day of _____, 2022, by Gaylynn James, as Member and Manager of the PROPERTY GEEK INVESTORS, LLC, a Florida limited liability company.

Notary Public signature

Name Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____