

FIRST AMENDMENT TO
SHOP LEASE FOR
SHOPS IN THE CENTRAL BUSINESS DISTRICT PARKING GARAGE
Shop 108 & 112

This **First Amendment to Shop Lease for Shops in the Central Business District Parking Garage Shop 108 & 112**) (this “**First Amendment**”) is made as of this _____ day of _____, 2019 by and between:

THE CITY OF FORT LAUDERDALE, a municipal
corporation of the State of Florida, referred to as “**LESSOR**”
or “**CITY**,”

and

MBR OF FORT LAUDERDALE, LLC, a Florida limited
liability company, referred to as “**LESSEE**,”

RECITALS

A. On November 7, 2017, E&J DINING, INC., d/b/a MR. NICK’S SUB SHOPPE executed a Shop Lease for Shops in the Central Business District Parking Garage for Shop No. 108 & 112. (the “**Shop Lease**”).

B. On or about March 19, 2019, the Shop Lease was assigned to LESSEE pursuant to that certain Assignment and Assumption of Lease Agreement and Landlord’s Consent to Assignment and Assumption.

C. The parties desire to amend the Shop Lease (1) to reflect the new security deposit held by LESSOR pursuant to Section 9 (b) of the Shop Lease and refunding \$5,728.00 to E & J Dining, Inc. (“E&J”) the security deposit formerly held by the LESSOR for E&J; (2) to reflect the prepayment of Base Rent for the months of April, May, June and July, 2019; and (3) to make a conforming amendment to Section 17 of the Shop Lease.

NOW, THEREFORE, in consideration for the mutual promises and covenants contained in this First Amendment, the parties agree as follows:

1. **Recitals.** LESSOR and LESSEE acknowledge that the foregoing recitals are true and correct.

2. **Amended Amount of Security Deposit.** LESSOR and LESSEE agree that the amount of Security Deposit held by LESSOR pursuant to Section 9 (b) of the Shop Lease is \$6,788.32. Upon full execution of this First Amendment LESSOR agrees to refund to E & J Dining, Inc. (“E&J”) the \$5,728.00 formerly held by LESSOR as E&J’s securing deposit.

3. **Prepayment of Base Rent.** LESSOR and LESSEE agree that LESSEE has prepaid to LESSOR, in escrow, the Base Rent for the months of April, May, June and July, 2019 in the monthly amount of \$3,394.16. LESSOR shall withdraw each monthly payment on the first day of each such month.

4. **Assignment and Subleasing.** Section 17 of the Shop Lease is hereby amended to read as follows:

17. Assignment and Subleasing. LESSEE may assign or sublease its interest in this Lease in whole or in part, (a) only to an assignee or sublessee that either (i) LESSEE will have the power to direct the management and policies of, directly or indirectly, whether through the ownership of voting interests, by contract, or otherwise, or (ii) who has (A) five (5) or more years of top managerial experience running a restaurant operation, and (B) financial resources equal to or greater than MBR OF FORT LAUDERDALE, LLC. as of the date of the proposed assignment or sublease, and (b) only with the written consent of the CITY and as determined by the CITY's sole discretion, authorized by appropriate municipal action, taken at a public meeting of the City Commission of the CITY. Such consent shall not operate to release the LESSEE from its obligations under this Lease. Notwithstanding anything in Paragraph 9 of this Lease, in the event of an assignment, the assignee shall be liable for rent escalations in accordance with Paragraph 9 (e) hereof. Anything herein to the contrary notwithstanding, in the event LESSEE requests approval of LESSOR for an assignment or sublease of the Leased Premises, LESSOR shall have the right, but not the obligation, to recapture the Leased premises from the LESSEE and terminate LESSEE's remaining Leasehold Interest as of the proposed effective date of such requested assignment or sublease; provided, however, LESSEE shall have the right to nullify such termination within ten (10) days of receipt of the notice of termination by providing LESSEE with written notice withdrawing such proposed assignment or sublease of the Leased Premises. For purposes of this Lease, the term "assignment" shall not include, and all of the foregoing provisions shall not apply to, a change in control or change in shareholders, members, directors, management or organization of LESSEE, or any subsidiary, affiliate or associate of the parent of LESSEE.

5. **Ratification.** Except as otherwise provided in this First Amendment, the terms and conditions of the Shop Lease are hereby ratified and remain in full force and effect.

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this First Amendment to be executed as of the day and year first above written.

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IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

WITNESSES:

MBR of Fort Lauderdale, LLC, a
Florida limited liability company

Print Name

By: _____
Matt Halprin, Member and Manager

Print Name

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by **Matt Halprin** as **Member and Manager** of **MBR of Fort Lauderdale, LLC**, a Florida limited liability company on behalf of the company. He/She is personally known to be or has produced _____ as identification.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

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

WITNESSES:

CITY OF FORT LAUDERDALE

By: _____
Dean J. Trantalis, Mayor

[Witness print or type name]

By: _____
Christopher J. Lagerbloom, City Manager

[Witness print or type name]

ATTEST:

Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM
Alain E. Boileau, City Attorney:

By: _____
Robert B. Dunckel,
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____,
20_____, by **Dean J. Trantalis**, Mayor of the City of Fort Lauderdale, a municipal corporation of
Florida. He is personally known to me and did not take an oath.

(Seal)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this
_____, 2019, by **Christopher J. Lagerbloom**, City Manager of the City
of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did
not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number