

## **SECOND AMENDMENT TO LEASE**

This Second Amendment to Lease (“Second Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF VENICE, a municipal corporation under the laws of the State of Florida, hereinafter called “Lessor,” and Johnny Go Lucky, hereinafter called “Lessee.”

WHEREAS, on July 20, 1997, Lessor entered into a lease with JOE COOL, INC., for certain property located at the Venice Municipal Airport (hereinafter, the “Lease”), described as the “Premises” in said Lease; and

WHEREAS, on September 18, 2003, the Lease was assigned by JOE COOL, INC., to SHARK BITES, LLC; and

WHEREAS, the Lease was assigned to the Lessee on August 10, 2010; and

WHEREAS, Section 4 of the Lease provides an Option to Renew for two (2) consecutive periods of five (5) years, hereinafter individually called a “Renewal Term;” and

WHEREAS, the Lease was amended on October 20, 2017, (the “First Amendment”) to exercise the first Renewal Term for five (5) years which commenced on November 1, 2017 and will expire on October 31, 2023; and

WHEREAS, the Lessee has provided timely written notice of Lessee’s intention to exercise the option for the second Renewal Term; and

WHEREAS, the Lessor and Lessee agree that the Lease should be further amended to provide for a potential holdover tenancy upon the expiration of the second Renewal Term.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. Subsequent to the expiration of the first Renewal Term, the second Renewal Term shall commence on November 1, 2023, and shall expire on October 31, 2028, unless otherwise earlier terminated under the terms and conditions of the Lease as amended.

2. Pursuant to Sections 1 and 4 of the Lease, the rent for the Premises during the second Renewal Term has been determined to be seventy five thousand and 00/100 dollars (\$75,000.00) per month, said sum being payable on the first day of each month during the second Renewal Term of the Lease.
  
3. Should the Lessee holdover beyond the expiration of the second Renewal Term, then the Lessee shall become a month-to-month tenant in accordance with the law at a rate of the same monthly rent as required to be paid by Lessee for the period immediately prior to the expiration of the second Renewal Term and otherwise subject to the terms and conditions specified in this Lease, so far as applicable. In the event of any such holdover tenancy, Lessee shall give to Lessor at least thirty (30) days' prior written notice of any intention to vacate the Premises, and shall be entitled to thirty (30) days' prior notice of any intention of Lessor to terminate the Lease in the event Lessor desires possession of the Premises; however, Lessee shall not be entitled to thirty (30) days' notice in the event Lessee fails to timely pay the monthly rent due to Lessor or occurrence of another event of default by Lessee as provided for under the Lease.
  
4. All other terms and conditions of the Lease dated July 20, 1997, as amended by the First Amendment dated October 20, 2017, not specifically amended herein, shall remain in full force and effect throughout the term of the Lease.

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IN WITNESS WHEREOF, the parties have hereto have executed this Second Amendment to Lease the day and year first above written.

\_\_\_\_\_  
Witness:

By: \_\_\_\_\_  
Johnny Go Lucky, as Lessee

Attest:

City of Venice, Florida

\_\_\_\_\_  
Kelly Michaels, City Clerk

By: \_\_\_\_\_  
Nick Pachota, Mayor

Approved as to Form and Correctness

\_\_\_\_\_  
Kelly Fernandez, City Attorney