

Memorandum
No. 11-618

City Attorney's Office

To: Victor Volpi, Senior Real Estate Officer

From: Robert B. Dunckel, Assistant City Attorney/5036 *RBD/OBS*

Date: October 24, 2011

Re: Assignment of Lease and Assumption Agreement;
First Amendment to Lease / Shop No. 108 & 112
Stephanick G., Inc.

Attached please find fully-executed originals of the Assignment of Lease and First Amendment to Lease as referenced above.

The second set of fully-executed originals are on file with the City Clerk.

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Attachments

cc: Silver Lee-Hodge / Real Estate Office

#286

9-7-11
M-17



Space Reserved for Recording Information

ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT

(Firekid Publishing, LLC to Stephanick G., Inc.)

SHOPS NO. 108 and 112

THIS ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT ("Assignment") is entered into this 7 day of September, 2011 by and between,

FIREKID PUBLISHING, LLC, a Florida limited liability company, whose principal address is 1900 Colonial Drive, Coral Springs, Florida 33071 (hereinafter, "Assignor")

-and-

STEPHANICK G., INC., a Florida corporation, whose principal address is 11633 S.W. 10th Street, Davie, FL 33325, Federal Employer Tax ID Number 753269071 (hereinafter, "Assignee")

BACKGROUND FACTS

A. On August 1, 2008, Bar.Don Development, Inc., as Lessee, executed a Shops In The Central Business District Parking Garage Shop Lease for Shops No. 108/112 with the City of Fort Lauderdale, as Landlord ("Lease").

B. On April 21, 2009 Bar.Don Development, Inc. entered a Contract with Firekid Publishing, LLC for the sale and purchase of the business conducted at and assignment of the underlying Lease for Shops No. 108/112 in the City's Central Business District Parking Garage.

C. On June 18, 2009 Bar.Don Development, Inc. entered into an Assignment of Lease and Assumption Agreement with Firekid Publishing, LLC, a Florida limited liability company for the assignment and assumption of the Lease for Shops No. 108 & 112 in the City of Fort Lauderdale's Central Business District Parking

Assignment of Lease and Assumption Agreement
& Landlord's Consent

Assignor: Firekid Publishing, LLC
Assignee: Stephanick G. Inc.
Premises: Shop No. 108/112, City Park Mall

Garage, which such Assignment and Assumption was consented to by the Landlord pursuant to Paragraph 17 of the Lease.

D. On or about August 2, 2011 Firekid Publishing, LLC, Assignor, entered a Contract to sell the business "Slice Pizzeria" being operated by Assignor in Shops No. 108 & 112 of the City's Central Business District Parking Garage to Stephanick G., Inc., a Florida corporation, Assignee. Pursuant to the terms of the Contract, Assignor is to assign the Lease to Assignee and Assignee is to assume the obligations of the Lease, contingent upon the Landlord consenting to the Assignment and Assumption.

E. Assignment of the Lease is contingent upon the Closing on the purchase and sale of the business being conducted at Shops No. 108 & 112 as referenced above.

AGREEMENT

In consideration of the receipt of Ten Dollars (\$10.00), the assumptions by Assignee hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Background Facts. The Background Facts as set forth above are agreed to be true and correct and are incorporated herein by this reference.

2. Assignment of Lease. Contemporaneous with the closing on the purchase and sale of the above described business, Assignor grants, conveys, assigns, sets over, transfers and delivers to Assignee, its successors and assigns, all of Assignor's rights, title and interest in the Lease

3. Assumption. Contemporaneous with the closing on the purchase and sale of the above described business, Assignee assumes and agrees to perform all of the covenants, liabilities and obligations of Assignor under the Lease.

4. Indemnification by Assignee. Contemporaneous with the closing on the purchase and sale of the above described business, Assignee agrees to indemnify, defend and hold harmless Assignor harmless from and against any and all claims, costs, demands, losses, damages, liabilities, lawsuits, actions and other proceedings in law or in equity or otherwise, judgments, awards and expenses of every kind and nature whatsoever, including, without limitation, attorneys' fees, arising out of or relating to, directly or indirectly, in whole or in part, the Lease occurring from and after the date hereof.

Assignment of Lease and Assumption Agreement
& Landlord's Consent

Assignor: Firekid Publishing, LLC

Assignee: Stephanick G, Inc.

Premises: Shop No. 108/112, City Park Mall

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5. Indemnification by Assignor. Contemporaneous with the closing on the purchase and sale of the above described business, Assignor agrees to indemnify, defend and hold Assignee harmless from and against any and all claims, costs, demands, losses, damages, liabilities, lawsuits, actions and other proceedings in law or in equity or otherwise, judgments, awards and expenses of every kind and nature whatsoever, including, without limitation, attorneys' fees, arising out of or relating to, directly or indirectly, in whole or in part, the Lease occurring prior to the date hereof.

6. Condition of Leased Premises. Assignee has inspected the Leased Premises and accepts the Leased Premises "AS IS", with no obligation on the Landlord's part to do any tenant improvements or repairs.

7. Assignee's Address for Notices. Notices under the Lease shall be delivered to Assignee, as tenant, in accordance with the terms of the Lease, at the following address:

STEPHANICK G., INC.
11633 S.W.10th Street
Davie, FL 33325

8. Effect. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto. Landlord's consent to this Assignment shall not be construed as a consent to any further assignments or a waiver of any of the provisions of the Lease.

9. Governing Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

[THE BALANCE OF THIS PAGE REMAINS INTENTIONALLY BLANK.]

Assignment of Lease and Assumption Agreement
& Landlord's Consent

Assignor: Firekid Publishing, LLC

Assignee: Stephanick G, Inc.

Premises: Shop No. 108/112, City Park Mall

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AS TO ASSIGNOR

FIREKID PUBLISHING, LLC, a Florida
limited liability company

Patricia L. Smith

Patricia L. Smith
[Witness type or print name]

By: *Jack Koussevitsky*
Jack Koussevitsky, Manager

Gene Schlangen

GENE SCHLANGEN
[Witness type or print name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this
Aug 25th, 2011 by Jack Koussevitsky as
Manager of FIREKID PUBLISHING, LLC, a Florida limited liability
company. He/She is personally known to me or has produced
_____ as identification and did not (did) take an oath.

(SEAL)

Victor Volpi

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

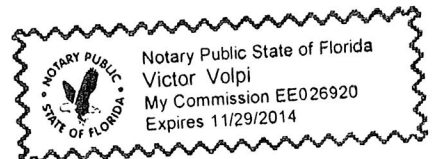
VICTOR VOLPI

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

Assignment of Lease and Assumption Agreement
& Landlord's Consent
Assignor: Firekid Publishing, LLC
Assignee: Stephanick G, Inc.
Premises: Shop No. 108/112, City Park Mall
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AS TO ASSIGNEE

STEPHANICK G, INC. a Florida corporation

Patricia L. Smith

Patricia L. Smith

[Witness type or print name]

By: *A. Bedran*
Arlette C. Bedran, President

Gene Schluenger

GENE SCHLUNGER

[Witness type or print name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this Aug 25th, 2011, by ARLETTE C. BEDRAN as President of STEPHANICK G, a Florida corporation. She is personally known to me or has produced Dolores Licur as identification and did not (did) take an oath.

(SEAL)

Victor Volpi

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

VICTOR VOLPI

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

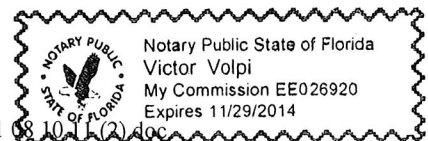
Assignment of Lease and Assumption Agreement
& Landlord's Consent

Assignor: Firekid Publishing, LLC

Assignee: Stephanick G, Inc.

Premises: Shop No. 108/112, City Park Mall

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LANDLORD'S CONSENT

Pursuant to Paragraph 17 of the Lease, the undersigned City of Fort Lauderdale hereby consents to the assignment and assumption described herein.

IN WITNESS WHEREOF, the CITY OF FORT LAUDERDALE has caused this instrument to be fully-executed on the date set forth above.

WITNESSES:

Safeco Ali

Safeco Ali

[Witness-print or type name]

Cynthia A. Stuart

Cynthia A. Stuart

[Witness-print or type name]

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By John P. Seiler
John P. "Jack" Seiler, Mayor

By Lee R. Feldman
Lee R. Feldman, City Manager

ATTEST:

Jonda K. Joseph
Jonda K. Joseph, City Clerk

Approved as to form:

Robert B. Dunckel
Robert B. Dunckel, Asst. City Attorney

Assignment of Lease and Assumption Agreement
& Landlord's Consent

Assignor: Firekid Publishing, LLC

Assignee: Stephanick G, Inc.

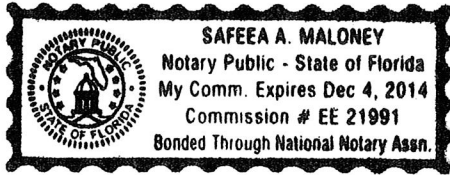
Premises: Shop No. 108/112, City Park Mall

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STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this September 23, 2011, by JOHN P. "JACK" SEILER, 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)



Safeea A. Maloney
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

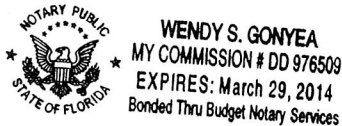
Safeea A. Maloney
Name of Notary Typed,
Printed or Stamped

My Commission Expires: _____
Commission Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 19th day of September, 2011, by LEE R. FELDMAN, 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)



Wendy S. Gonyea
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

WENDY S. GONYEA
Name of Notary Typed, Printed or Stamped

My Commission Expires: 3/29/2014
DD 976509
Commission Number

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Assignment of Lease and Assumption Agreement
& Landlord's Consent

Assignor: Firekid Publishing, LLC
Assignee: Stephanick G, Inc.
Premises: Shop No. 108/112, City Park Mall

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M-17

SHOPS IN THE CENTRAL BUSINESS DISTRICT PARKING GARAGE
SHOP LEASE

FIRST AMENDMENT TO LEASE

SHOPS NO. 108 and 112

THIS FIRST AMENDMENT TO LEASE, is entered into this 2 day of September, 2011, by and between:

THE CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter, "CITY"),

and

FIREKID PUBLISHING, LLC, a Florida limited liability company, whose principal address is 1900 Colonial Drive, Coral Springs, Florida 33071 and **STEPHANICK G, INC.** a corporation organized under the laws of Florida, whose principal address and mailing address is 11633 S.W. 10th Street, Davie, FL 33325 (hereinafter, jointly, "LESSEE")

R E C I T A L S

A. At its regular meeting of July 15, 2008, the City Commission of the City of Fort Lauderdale, authorized execution of a Lease for Shops No. 108 and 112 of the CITY'S Central Business District Parking Garage with Bar.Don Development, Inc.

B. On August 1, 2008 the CITY and Bar.Don Development, Inc., as Lessee entered into a Lease for Shops No. 108 and 112 of the CITY'S Central Business District Parking Garage for a term commencing August 1, 2008 and ending September 30, 2010.

C. On June 18, 2009 Bar.Don Development, Inc. entered into an Assignment of Lease and Assumption Agreement with Firekid Publishing, LLC, a Florida limited liability company ("Firekid") for the assignment and assumption of the Lease for Shops No. 108 & 112 in the City of Fort Lauderdale's Central Business District Parking Garage, which such Assignment and Assumption was consented to by the Landlord pursuant to Paragraph 17 of the Lease.

D. On or about August 2, 2011 Firekid entered a Contract to sell the business "Slice Pizzeria" being operated by it in Shops No. 108 & 112 of the City's Central Business District Parking Garage to Stephanick G., Inc., a Florida corporation ("Stephanick"). Pursuant to the terms of the Contract, Firekid is to assign the Lease to

First Amendment to Lease
Shops 108 & 112

Stephanick and Stephanick is to assume the obligations of the Lease, contingent upon the Landlord consenting to the Assignment and Assumption.

E. Pursuant to Paragraph 2 of the original Lease, the term of the original Lease has been extended for an additional term of five (5) years with the extended term ending September 20, 2015, with no further extensions remaining available under the terms of the original Lease.

F. The Contract for the sale of the business "Slice Pizzeria" is further subject to the existing Lease being amended to provide an additional option to extend the term of the lease for one (1) additional five (5) year term ending September 30, 2020.

G. The parties are desirous of amending the option to renew as set forth above.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby stipulated, the parties agree as follows:

1. The foregoing recitals are true and correct.
2. Paragraph 2, Term, of the August 1, 2008 Lease is hereby amended to read as follows:

2. Term. The Commencement Date of this Lease was August 1, 2008. The City has leased the Premises to Lessee for a term commencing August 1, 2008 and ending September 30, 2010. Lessee timely exercised the option to extend the term through September 30, 2015. Lessee shall hereafter have the option to extend the term of this Lease for one additional term of five (5) years. Lessee shall notify the City Manager of the City ("Attention: Real Estate Division"), in writing, of its intention to exercise such option at least ninety (90) days prior to the expiration date of September 30, 2015, but no sooner than September 30, 2014. Such option shall not be applicable if, at the time of the exercise, or any time thereafter prior to the September 30, 2015 expiration date, Lessee is in default of any of its obligations under this Lease.

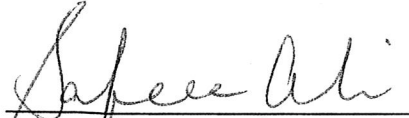
3. This First Amendment to Lease shall be given effect as of September 7, 2011.

4. In the event and to the extent that there is any conflict between the terms and conditions of the underlying August 1, 2008 Lease, and the terms and conditions of this First Amendment to Lease, then the terms and conditions of this First Amendment to Lease shall supersede and prevail over any conflicting terms in the underlying August 1, 2008 Lease.

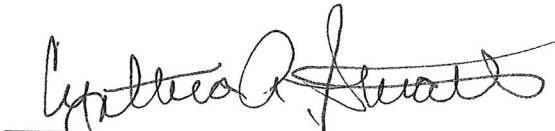
5. In all other respects the parties ratify and confirm the underlying August 1, 2008 Lease.

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

WITNESSES:




Safere Ali
[Witness print or type name]



Cynthia A. Stuart
[Witness print or type name]

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE



John P. "Jack" Seiler, Mayor



Lee R. Feldman, City Manager

ATTEST:



Jonda K. Joseph, City Clerk

APPROVED AS TO FORM:



Robert B. Dunckel, Asst. City Attorney

AS TO LESSEE

FIREKID PUBLISHING, LLC, a Florida
limited liability company

Patricia L. Smith

Patricia L. Smith

[Witness type or print name]

By: *Jack Koussevitsky*

Jack Koussevitsky, Manager

Gene Schlanger

GENE SCHLANGER

[Witness type or print name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this
Aug. 25th, 2011 by Jack Koussevitsky as
Manager of FIREKID PUBLISHING, LLC, a Florida limited liability
company. He/She is personally known to me or has produced
as identification and did not (did) take an oath.

(SEAL)

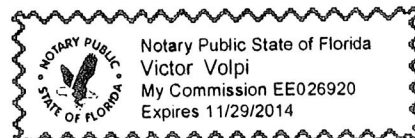
Victor Volpi
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

VICTOR VOLPI
Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

First Amendment to Lease
Shops 108 & 112



STEPHANICK G, INC. a Florida corporation

Patricia Smith

Patricia M Smith
[Witness type or print name]

Gene Schlauer

GENE SCHLAUER
[Witness type or print name]

By: *Arlette C. Bedran*
Arlette C. Bedran, President

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this Aug. 25th, 2011, by ARLETTE C. BEDRAN as President of STEPHANICK G, a Florida corporation. She is personally known to me or has produced Driver license as identification and did not (did) take an oath.

(SEAL)

Victor Volpi

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

VICTOR VOLPI

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

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First Amendment to Lease
Shops 108 & 112

