

**FIRST AMENDMENT
TO LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT dated January 8, 2016 (hereinafter "First Amendment"), is made and entered into this 19th day of April, 2017, 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

P.D.K.N. HOLDINGS, LLC, a Florida limited liability company FEI/EIN Number 27-4601144, whose principal address is 1280 South Pine Island Road, Plantation, FL 33324 (hereinafter, "LESSEE")

WITNESSETH:

WHEREAS, the CITY owns the Leased Premises described below and improvements located thereon at 600 Seabreeze Boulevard, Fort Lauderdale, Florida; and

WHEREAS, the City Commission, by adoption of Resolution No. 15-28, adopted February 17, 2015 declared it to be in the best interests of the CITY that such Leased Premises again be declared not needed for a governmental purpose and advertised for lease under the provisions of Section 8.09 of the CITY Charter, subject to certain conditions, terms and limitations; and

WHEREAS, pursuant to Resolution No. 15-159, adopted by the City Commission on August 18, 2015, the City Commission entered into a lease (the "Lease") with P.D.K.N. HOLDINGS, LLC for the Leased Premises for a term of twenty (20) years with four (4) five-year Options to Renew which such lease will provide for the use of the Leased Premises as a restaurant for casual and tropical dining; and

WHEREAS, the LESSEE has not secured an occupancy permit from the appropriate regulatory authority within the deadline imposed under the Lease; and

WHEREAS, the LESSEE is diligently pursuing completion of the improvements and has requested additional time to secure the requisite approvals.

NOW THEREFORE, in consideration of the mutual covenants exchanged herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the LESSOR and LESSEE agree as follows:

TERMS

1. The recitals are true and correct and incorporated herein.

2. Paragraph 4.3 (a) of the Lease is amended to read as follows:

4.3 (a) LESSEE shall have twenty one (21) months from the Effective Date to complete construction and installation of improvements and renovations and secure a Certificate of Completion or Certificate of Occupancy, whichever is applicable.

3. Unless modified herein, all other terms and conditions of the Lease remain unchanged. Upon execution of this First Amendment, the parties ratify and confirm the terms and conditions of the Lease, as amended by this First Amendment. Unless defined herein, capitalized terms shall have the meaning ascribed in the Lease.

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

AS TO LESSOR:

WITNESSES:

Jeanette A. Johnson
Jeanette A. Johnson
[Witness print or type name]

H. Skandrick
Hesterina Skandrick
[Witness print or type name]

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By: [Signature]
John R. "Jack" Seiler, Mayor

By: [Signature]
Lee R. Feldman, City Manager

ATTEST: [Signature]
Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:
[Signature]
Cynthia A. Everett, City Attorney

[Signature]
Lynn Solomon
Assistant City Attorney

[Signature]



STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 8th of August 2017, 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)



Jeanette A. Johnson
Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Jeanette A. Johnson
Name of Notary Typed,
Printed or Stamped

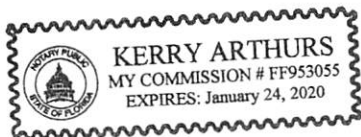
My Commission Expires: 1/31/19

Commission Number FF 166303

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 4th of August, 2017, 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)



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

KERRY ARTHURS
Name of Notary Typed,
Printed or Stamped

My Commission Expires:

1/24/2020
Commission Number

A handwritten signature or mark in blue ink, possibly a stylized 'S' or a similar character.

AS TO LESSEE:

WITNESSES

Conor DeSantis
Type or Print Name

Rikki Lee Robinson
Type or Print Name

**P.D.K.N. Holdings, LLC, a Florida
limited liability company**

By: Noel Cullen
Print Name: NOEL CULLEN
Title: COO

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 29 day of June, 2017, by Noel Cullen, as COO for P.D.K.N. Holdings, LLC, a Florida limited liability company. He is personally known to me and did not take an oath or produced _____ as identification and took an oath.

(SEAL)

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

Jenny Ho
Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number



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[Handwritten signature]
60000 0000

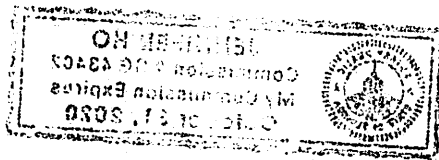
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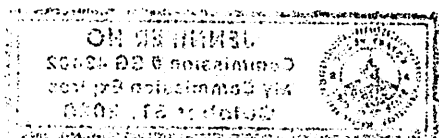
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COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

100
8/9/17

Today's Date: 8/3/17

DOCUMENT TITLE: First Amendment to Lease Agreement - PDKN

COMM. MTG. DATE: 4/19/17 CAM #: 17-0215 ITEM #: CM-6 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Shaniece Louis / Ext. 5036

CIP FUNDED: ☐ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

2) City Attorney's Office # of originals attached: 1 Approved as to Form: ☒ YES ☐ NO

Date to CCO: 8/3/17 LS
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Gina Ri/CMO/X5013 Date: 8/3/17

4) City Manager's Office: CMO LOG #: Aug-13 Date received from CCO: 8/4/17

Assigned to: L. FELDMAN ☒ S. HAWTHORNE ☐ C. LAGERBLOOM ☐
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM
(Initial/Date) ☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☒ Mayor ☐ CCO Date: 8/4/17

5) Mayor/CRA Chairman: Please sign as indicated. Forward originals to CCO for attestation/City seal (as applicable) Date:

INSTRUCTIONS TO CLERK'S OFFICE

City Clerk: Retains 1 original and forwards 0 original(s) to: n/a (Name/Dept/Ext)

Attach certified Reso # ☐ YES ☐ NO Original Route form to CAO

please email executed copy to Shaniece Louis*