

**SECOND AMENDMENT  
TO LEASE AGREEMENT**

THIS SECOND AMENDMENT TO LEASE AGREEMENT dated January 8, 2016 (hereinafter "Second Amendment"), is made and entered into this \_\_\_\_\_ day of March, 2018, 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")

W I T N E S S E T H :

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. 15-262, 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 Extension Terms which such lease will provide for the use of the Leased Premises as a restaurant for casual and tropical dining; and

WHEREAS, due to unforeseen circumstances, the LESSEE has not secured the required permits from the appropriate regulatory authorities within the deadline imposed under the Lease, but is diligently pursuing completion of the improvements; and

WHEREAS, the Lessee has made rental payments in the amount of \$232,909.00 for the years 2016 and 2017 and has paid the real property taxes assessed on the leasehold interest; and

WHEREAS, in consideration of the delays in completing the improvements which are beyond the control of the Lessee, Lessee has requested abatement of rent under the Lease.

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. The following is added to Paragraph 3.1 of the Lease:

The rental obligations under this Lease shall be suspended and abated for one year and six months (a total of 18 months) starting from March 1, 2018.. Thereafter, rental obligations shall resume regardless of whether the improvements have been completed unless suspension of payments is approved by the City Commission. Lessor and Lessee acknowledge that Lessee has not made rental payments since September 1, 2017. On September 1, 2019, delinquent rents in the amount of \$122,750.26 shall be due and payable without setoff, credit or reduction. Failure to pay the delinquent rent on the due date shall be deemed a default under the Lease as amended. The Lessee shall not be entitled a credit or reduction against future rental payments for rental payments made prior to the September 1, 2017. All other obligations, including additional rent, payment of taxes, sales or excise taxes or insurance premiums, under this Lease are not abated and Lessee make such payments as and when due.

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

4.3 (a) Lessee shall have One year (12 months) starting from March 1, 2018 to complete construction and installation of improvements and renovations and secure a Certificate of Completion or Certificate of Occupancy, whichever is applicable.

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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

**AS TO LESSOR:**

WITNESSES:

**CITY OF FORT LAUDERDALE, a  
Florida municipal corporation**

\_\_\_\_\_

By: \_\_\_\_\_  
John P. ("Jack") Seiler, Mayor

\_\_\_\_\_  
[Witness print or type name]

By: \_\_\_\_\_  
Lee R. Feldman, City Manager

\_\_\_\_\_  
[Witness print or type name]

ATTEST:

(CORPORATE SEAL)

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

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

\_\_\_\_\_  
Lynn Solomon, Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ of \_\_\_\_\_ 2018, 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)

\_\_\_\_\_  
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 \_\_\_\_\_ of \_\_\_\_\_, 2018, 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)

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

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

\_\_\_\_\_  
Commission Number

**AS TO LESSEE:**

WITNESSES:

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

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

[Type or Print Name]

\_\_\_\_\_

\_\_\_\_\_

[Type or Print Name]

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2018, by **Noel Cullen**, as Managing Member 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)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires:

\_\_\_\_\_  
Commission Number