

**SECOND AMENDMENT  
TO LEASE AGREEMENT**

THIS SECOND AMENDMENT TO LEASE AGREEMENT dated January 8, 2016 (hereinafter "Second Amendment"), is made and entered into this 30<sup>th</sup> day of ~~March~~, 2018, by and between: April

**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. 15-262, 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:

Jeanette A. Johnson  
Jeanette A. Johnson

[Witness print or type name]

Gene Rizzuti Smith  
Gene Rizzuti Smith

[Witness print or type name]

(CORPORATE SEAL)

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

By: 

Dean J. Trantalis, Mayor

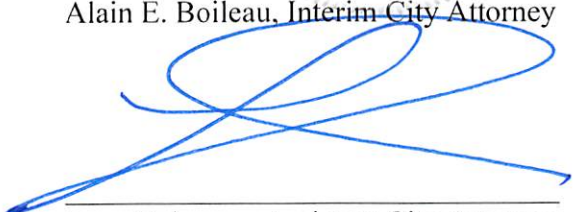
By: 

Lee R. Feldman, City Manager

ATTEST:

  
Jeffrey A. Modarelli, City Clerk

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

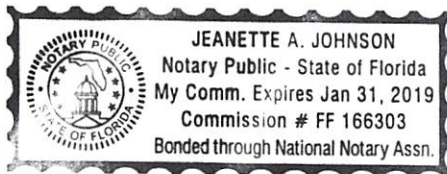
  
Lynn Solomon, Assistant City Attorney



STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 3rd of May 2018, 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)



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

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

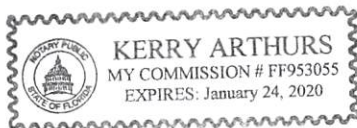
My Commission Expires: 1/31/19

Commission Number FF166303

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 1st of May, 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)



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

Kerry Arthurs  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

Commission Number

JEANETTE A. JOHNSON  
Notary Public, State of Texas  
My Comm. Expires Jan 21, 1984  
Commission # 12345678  
I hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk of the County of \_\_\_\_\_ State of Texas.

**AS TO LESSEE:**

WITNESSES:

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

By: 

Print Name: NOEL CULLEN

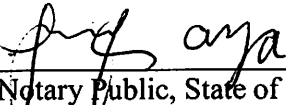
\_\_\_\_\_  
[Type or Print Name]

\_\_\_\_\_  
[Type or Print Name]

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 18 day of April,  
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.

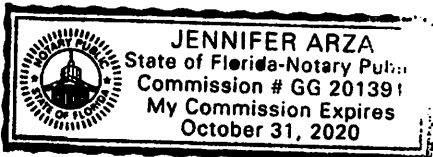
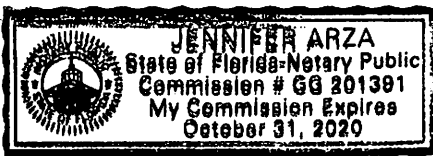
(SEAL)

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

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

\_\_\_\_\_  
My Commission Expires:

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



*Handwritten notes:*  
b-1  
b-2  
b-3  
b-4  
b-5  
b-6  
b-7  
b-8  
b-9  
b-10  
b-11  
b-12  
b-13  
b-14  
b-15  
b-16  
b-17  
b-18  
b-19  
b-20  
b-21  
b-22  
b-23  
b-24  
b-25  
b-26  
b-27  
b-28  
b-29  
b-30  
b-31  
b-32  
b-33  
b-34  
b-35  
b-36  
b-37  
b-38  
b-39  
b-40  
b-41  
b-42  
b-43  
b-44  
b-45  
b-46  
b-47  
b-48  
b-49  
b-50  
b-51  
b-52  
b-53  
b-54  
b-55  
b-56  
b-57  
b-58  
b-59  
b-60  
b-61  
b-62  
b-63  
b-64  
b-65  
b-66  
b-67  
b-68  
b-69  
b-70  
b-71  
b-72  
b-73  
b-74  
b-75  
b-76  
b-77  
b-78  
b-79  
b-80  
b-81  
b-82  
b-83  
b-84  
b-85  
b-86  
b-87  
b-88  
b-89  
b-90  
b-91  
b-92  
b-93  
b-94  
b-95  
b-96  
b-97  
b-98  
b-99  
b-100

JENNIFER ARIZA  
State of Florida - Notary Public  
Commission # 26 501301  
My Commission Expires  
October 31, 2010

JENNIFER ARIZA  
State of Florida - Notary Public  
Commission # 26 501301  
My Commission Expires  
October 31, 2010



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

2②⑥  
5/8/18

Today's Date: 4/24/18

DOCUMENT TITLE: Second Amendment to Lease Agreement – P.D.K.N. Holdings, LLC

COMM. MTG. DATE: 2/20/18 CAM #: 18-0111 ITEM #: CM-3 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: 2 Approved as to Form: ☒ YES ☐ NO

Date to CCO: 4/ /18 LS  
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Gina Ri/CMO/X5013 Date: 4/30/18

4) City Manager's Office: CMO LOG #: may-6 Date received from CCO: 5/1/18

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 2 originals to ☒ Mayor ☐ CCO Date: 5/1/18

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 1 original(s) to: Shaniece Louis / CAO / Ext. 5036 (Name/Dept/Ext)

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

**\*\*please email an executed copy to Shaniece Louis\*\***