



June 15, 2017

Rui Zhao, Manager  
Red Ginger Group, LLC  
6300 N. Wickham Road 128  
Melbourne, FL 32940

Mr. Zhao:

On June 7, 2016, the City of Fort Lauderdale entered into a lease agreement with the Red Ginger Group, LLC. for shop space in the Central Business District Parking Garage. Per the lease, **Commencement Date** shall be the first day of the month after LESSOR substantially completes Lessor's Work and tenders vacant possession of the Leased Premises. Prior to Commencement Date the LESSOR shall be responsible for substantially completing the construction or installation, at LESSOR's sole cost and expense, the following improvements to the Leased Premises:

1. Install four new 5-ton A/C units (Carrier RTU) on the roof. In conjunction therewith, LESSOR shall be responsible for installing the electrical systems to the roof.
2. Replace all ceiling tiles per LESSEE's request with materials previously purchased by LESSOR, as approved by LESSEE.
3. Repair/repaint walls; the pain color to be selected by LESSEE.
4. Remove "Downtown Deli" signs.
5. Connect the grease trap, located at the west end of the building, to the Leased Premises.
6. Provide for cleaning contractor to clean the Lease Premises upon completion of the foregoing matters.

### **Outstanding Items**

All the preceding items have been substantially completed by the LESSOR, with the exception to "improvement 1." It has been agreed upon by both parties that the LESSEE will make the necessary improvements to satisfy the intent of "improvement 1." As such, the LESSEE will provide the LESSOR with the cost breakdown to complete "improvement 1" and the LESSOR will provide a rent credit equal to the amount of completing "improvement 1." At the time of this correspondence, the LESSEE has estimated the cost of "improvement 1" to be in the amount of \$15,000.00. Should the final estimated amount of "improvement 1" exceed \$15,000.00, the LESSOR shall have the option to complete "improvement 1" at LESSOR's cost.

### **Office of the City Manager**

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CAM 22-0022  
Exhibit 3  
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The LESSOR and LESSEE have also agreed that should the LESSEE request the LESSOR to reconnect the grease trap, as noted as "improvement 5" of the lease agreement, post the complete renovation of the kitchen area of the Leased Premises, then the LESSOR will agree to do the connection free of cost to the LESSEE.

**Establishment of Commencement Date**

As five of the six improvements have been substantially completed by the LESSOR, and both parties of come to an agreement on how to address "improvement 1 and re-address "improvement 5" and the LESSOR has tendered vacant possession of the Leased Premises to the LESSEE, this letter is to serve the purpose of establishing **July 1, 2017**, as the **Commencement Date**.

On behalf of the City of Fort Lauderdale, I want to thank you and your staff for the open communication and partnership in addressing items of the lease agreement. We, the City, look forward to a lasting, successful, relationship with the Red Ginger Group.

Ryan Henderson

Assistant to the City Manager