

AMENDMENT TO LEASE AGREEMENT

This 2nd Amendment to Lease Agreement ("2nd Amendment") is dated to be effective as of the 18 day of May, 2021 and entered by and between the City of Fort Lauderdale, a municipal corporation of the State of Florida, whose principal address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 ("Lessor" or "City"), and

Red Ginger Group, LLC,
a Florida limited liability company whose principal address is 6300 N. Wickham Road 128, Melbourne (hereinafter "Lessee").
FL 32940

Background

WHEREAS, City and Lessee entered into that certain Lease Agreement dated May 18, 2021, (CAM Number 21-6479, as supplemented, amended or modified from time to time, collectively, the "Lease"), pertaining to the Leased Premises, as such premises are further described in the Lease, and

WHEREAS, City and Lessee desire to enter into this 2nd Amendment for the purpose of amending the Lease, subject to the terms and conditions set forth herein.

Agreement

NOW, THEREFORE, in consideration for the covenants and conditions of this 2nd Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, City and Lessee agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein as a material part hereof.
2. **Defined Terms.** All undefined capitalized terms used herein shall have the same meanings as defined in the Lease.
3. **Rental Payments.** The Lease is hereby amended to defer the monthly rental payments for 90 days for the period beginning February 2021 through April 2021 (the "Deferral Period"), without extending the Term of the Lease Agreement. Upon the expiration of the Deferral Period, LESSEE shall resume making monthly rent payments as required in the Lease and the deferred rental payments being paid as an additional charge to the monthly base rental payment. The base rental and deferred rental payments shall be made by the Lessee over a six (6) month period beginning May 2021 through October 2021.
4. **Ratification of Lease; Counterparts.** All other provisions of the Lease shall remain unchanged and in full force and effect. City and Lessee do hereby ratify and confirm the Lease, as modified herein. This 2nd Amendment may be signed in counterparts, each of which shall be deemed an original, all of which together shall constitute one complete agreement.
5. **Conflict.** If any of the provisions of this 2nd Amendment conflict with the Lease, then this 2nd Amendment shall control.
6. **Effectiveness.** This 2nd Amendment shall not be effective until it is executed by, and delivered to, both City and Lessee.

7. **Authority.** City and Lessee each warrant to the other that the person or persons executing this 2nd Amendment on its behalf has or have authority to do so and that such execution has fully obligated and bound such party to all terms and provisions of this 2nd Amendment.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first above written.

LESSEE

WITNESSES:

[Signature]
[Wei Chen] Print Name
[Signature]
[Linda Huang] Print Name

Red Ginger Group, LLC, A
Florida Limited Liability Company

x [Signature]
Name Rui Zhao
Title Manager

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of August, 2021, by Rui Zhao, Manager of Red Ginger Group, LLC
(Name of person acknowledging)

[Signature]
Notary Public signature



JIAN-DONG HONG
Commission # HH 120817
Expires July 30, 2025
Served Thru Budget Notary Services

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification X

Type of Identification Produced Florida Driver License 2000-720-60-245-0

[AS TO CITY]

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

WITNESSES:

CITY OF FORT LAUDERDALE,
a municipal corporation of the State of Florida

Aimee Lauro
[Witness Print Name] Aimee Lauro

Lonna Vanisco
[Witness Print Name]: Lonna Vanisco

By: Christopher J. Lagerbloom
Christopher J. Lagerbloom, ICMA-CM
City Manager

APPROVED AS TO FORM:
Alain E. Boileau

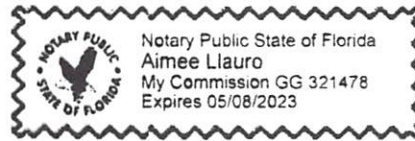
By: Lynn Solomon
Lynn Solomon, Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before of physical presence or online, this 14th day of March, 2020, by Christopher J. Lagerbloom, ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida.

Aimee Lauro
Notary Public, State of Florida

Aimee Lauro
Name of Notary Typed, Printed or Stamped



Personally Known OR Produced Identification

Type of Identification Produced _____



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

See document
title

Today's Date: 3/7/2022

DOCUMENT TITLE: 1st amendment (2 copies); 2nd Amendment (1 copy); Assignment and Assumption of Lease agreement (2 copies); All documents to the Lease Agreement between COFL and Red Ginger Group LLC

COMM. MTG. DATE: 2/15/2022 CAM #: 22-0022 ITEM #: CM-5 CAM attached: YES NO
Routing Origin: CAO Router Name/Ext: Sonia/ x-5598 Action Summary attached: YES NO

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.

1) Dept: CMO Router Name/Ext: Angela S.X3442 of originals routed: As noted above Date to CAO: 3/7/2022

2) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: As noted above
Is attached Granicus document Final? YES NO Approved as to Form: YES NO
Date to CCO: 3/8/20 Lynn Solomon Attorney's Name Initials [Signature]

3) City Clerk's Office: # of originals: 5 total Routed to: Donna V./Aimee L./CMO Date: 3/8/2022

4) City Manager's Office: CMO LOG #: _____ Document received from: _____
Assigned to: CHRIS LAGERBLOOM TARLESHA SMITH GREG CHAVARRIA
CHRIS LAGERBLOOM as CRA Executive Director

APPROVED FOR C. LAGERBLOOM'S SIGNATURE N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith (Initial/Date) PER ACM: G. Chavarria (Initial/Date)
 PENDING APPROVAL (See comments below)
Comments/Questions: _____

Forward 5 originals to Mayor CCO Date: 3-14-2022

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

6) City Clerk: Forward ___ originals to CAO for FINAL APPROVAL Date: _____

7) CAO forwards ___ originals to CCO Date: _____

8) City Clerk: Scan original and forwards 5 originals to: Angela S. / Ext 3442 CMO

Returned
3/16/2022
Chinnola

**** Email Scan of completely executed doc to ssierra@fortlauderdale.gov

Attach ___ certified Reso # _____ YES NO

Original Route form to Sonia ext. 5598

CAO 22-0047