

DOCUMENT ROUTING FORM

NAME OF DOCUMENT:

Assignment of Lease and Assumption Agreement

Approved Comm. Mtg. on: 3/17/15 CAM #: 15-0215 ITEM #: CM-7

Routing Origin: CAO Also attached: copy of CAM Original Document

1) **City Attorney's Office:** Approved as to Form / # Three Originals Delivered to City Manager on March 19, 2015.

Robert B. Dunckel 

CIP FUNDED YES NO
Capital Investment / Community Improvement Projects

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, 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, real.

2) **City Manager:** Please sign as indicated and forward Three originals to Mayor.

3) **Mayor:** Please sign as indicated and forward Three originals to Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

4) **City Clerk:** Please return original documents to Laura Comer, CAO.

Original Route form to Laura Comer, CAO, Extension 5036

CITY MANAGER
2015 MAR 19 PM 3:08

4/8

Memorandum

City Attorney's Office

To: Wendy Gonyea / Assistant City Clerk IV
From: Laura Comer/Legal Secretary
Date: April 9, 2015
Re: Assignment of Lease and Assumption Agreement
(Piccolo Forno, Inc., to Corporate Chef, LLC)

Dear Wendy:

Please find attached an original Assignment of Lease and Assumption Agreement for your records.

Also, attached is a copy of the Document Routing Form.

Should you have any questions, please let me know.

Thank you.

2015 APR -9 PM 1:20

CITY CLERK

Space Reserved for Recording Information

ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT

(Piccolo Forno, Inc. to Corporate Chef, LLC)

THIS ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT ("Assignment") is entered into this 17th day of March, 2015 by and between,

PICCOLO FORNO, INC., a Florida corporation, whose principal address is 15851 N. Wind Circle, Sunrise, FL 33326 (hereinafter, "Assignor")

and

CORPORATE CHEF, LLC, a Florida limited liability company, 3091 Palm Trace Landings Drive, #1412, Davie, FL 33315 (hereinafter, "Assignee")

BACKGROUND FACTS

A. On August 1, 2008, Sushi-Ko Express Corp., as Lessee, executed a Shops In The Central Business District Parking Garage Shop Lease for Shop No. 136 with the City of Fort Lauderdale, as Landlord ("Lease"). Pursuant to Paragraph 17 of the Lease, Assignor has agreed to assign to Assignee its interest, as tenant, under the Lease.

B. On August 12, 2010 Bob & Wilson's, Inc. entered a Contract with Sushi-Ko Express Corp. for the sale and purchase of the business conducted at and assignment of the underlying Lease for Shop No. 136 in the City's Central Business District Parking Garage.

C. On July 15, 2011, Riddlez Café, LLC entered a Contract with Bob & Wilson's, Inc. for the sale and purchase of the business conducted at and assignment of the underlying Lease for Shop No. 136 in the City's Central Business District Parking Garage.

Assignment of Lease and Assumption Agreement
& Landlord's Consent

Assignor: Piccolo Forno, Inc.
Assignee: Corporate Chef, LLC
Premises: Shop No. 136, City Park Mall

D. On August 20, 2013, Piccolo Forno, Inc. entered a Contract with Riddlez Café, LLC for the sale and purchase of the business conducted at and assignment of the underlying Lease for Shop No. 136 in the City's Central Business District Parking Garage.

E. On January 28, 2015, Corporate Chef, LLC entered a Contract with Piccolo Forno, Inc. for the sale and purchase of the business conducted at and assignment of the underlying Lease for Shop No. 136 in the City's Central Business District Parking Garage.

F. Pursuant to Paragraph 17 of the Lease, assignment of the Lease requires the written consent of the City, authorized by appropriate municipal action, taken at a public meeting of the City Commission of the City of Fort Lauderdale.

G. Assignment of the Lease is contingent upon the Closing on the purchase and sale of the business being conducted at Shops No. 136 as referenced above.

AGREEMENT

In consideration of the receipt of Ten Dollars (\$10.00), the assumptions by Assignee hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Background Facts.** The Background Facts as set forth above are agreed to be true and correct and are incorporated herein by this reference.

2. **Assignment of Lease.** Contemporaneous with the closing on the purchase and sale of the above described business, Assignor grants, conveys, assigns, sets over, transfers and delivers to Assignee, its successors and assigns, all of Assignor's rights, title and interest in the Lease

3. **Assumption.** Contemporaneous with the closing on the purchase and sale of the above described business, Assignee assumes and agrees to perform all of the covenants, liabilities and obligations of Assignor under the Lease.

4. **Indemnification by Assignee.** Contemporaneous with the closing on the purchase and sale of the above described business, Assignee agrees to indemnify, defend and hold harmless Assignor harmless from and against any and all claims, costs, demands, losses, damages, liabilities, lawsuits, actions and other proceedings in law or in equity or otherwise, judgments, awards and expenses of every kind and nature whatsoever, including, without limitation, attorneys' fees, arising out of or relating to,

Assignment of Lease and Assumption Agreement
& Landlord's Consent

Assignor: Piccolo Forno, Inc.
Assignee: Corporate Chef, LLC
Premises: Shop No. 136, City Park Mall

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directly or indirectly, in whole or in part, the Lease occurring from and after the date hereof.

5. Indemnification by Assignor. Contemporaneous with the closing on the purchase and sale of the above described business, Assignor agrees to indemnify, defend and hold Assignee harmless from and against any and all claims, costs, demands, losses, damages, liabilities, lawsuits, actions and other proceedings in law or in equity or otherwise, judgments, awards and expenses of every kind and nature whatsoever, including, without limitation, attorneys' fees, arising out of or relating to, directly or indirectly, in whole or in party, the Lease occurring prior to the date hereof.

6. Condition of Leased Premises. Assignee has inspected the Leased Premises and accepts the Leased Premises "AS IS", with no obligation on the Landlord's part to do any tenant improvements or repairs.

7. Assignee's Address for Notices. Notices under the Lease shall be delivered to Assignee, as tenant, in accordance with the terms of the Lease, at the following address:

Corporate Chef, LLC
3091 Palm Trace Landings Dr., #1412
Davie, FL 33314

8. Effect. This Assignment shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto. Landlord's consent to this Assignment shall not be construed as a consent to any further assignments or a waiver of any of the provisions of the Lease.

9. Governing Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

Assignment of Lease and Assumption Agreement
& Landlord's Consent

Assignor: Piccolo Forno, Inc.
Assignee: Corporate Chef, LLC
Premises: Shop No. 136, City Park Mall

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AS TO ASSIGNOR

PICCOLO FORNO, INC., a Florida corporation

By: Karen S. Ciampa
Karen S. Ciampa, President

Sharon Karch

[Signature]
[Witness type or print name]

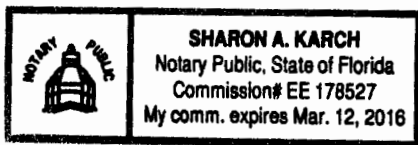
G JONES

[Signature]
[Witness type or print name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this March 11, 2015, by Karen S. Ciampa, as President of PICCOLO FORNO, INC., a Florida corporation. He/she is personally known to me or has produced FLDC as identification and did not (did) take an oath.

(SEAL)



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

SHARON A. KARCH
Name of Notary Typed,
Printed or Stamped

My Commission Expires:

EE 178527
Commission Number

Assignment of Lease and Assumption Agreement
& Landlord's Consent

Assignor: Piccolo Forno, Inc.
Assignee: Corporate Chef, LLC
Premises: Shop No. 136, City Park Mall

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AS TO ASSIGNEE

CORPORATE CHEF, a Florida limited liability company

Gina A. Keeler
GINA A. KEELER
[Witness type or print name]

By: *Monica M. Diaz*
Monica M. Diaz, Manager

Jean M. Cinnante
Jean M. Cinnante
[Witness type or print name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this March 10, 2015, by Monica M. Diaz, as Manager of CORPORATE CHEF, LLC, a Florida limited liability company. He/She is personally known to me or has produced PI. DL. as identification and did not (did) take an oath.

(SEAL)

Jean M. Cinnante
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)



Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

Assignment of Lease and Assumption Agreement
& Landlord's Consent

Assignor: Piccolo Forno, Inc.
Assignee: Corporate Chef, LLC
Premises: Shop No. 136, City Park Mall

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LANDLORD'S CONSENT

Pursuant to Paragraph 17 of the Lease, the undersigned City of Fort Lauderdale hereby consents to the assignment and assumption described herein.

IN WITNESS WHEREOF, the CITY OF FORT LAUDERDALE has caused this instrument to be fully-executed on the date set forth above.

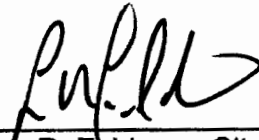
WITNESSES:

CITY OF FORT LAUDERDALE

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

By 
John P. "Jack" Seiler, Mayor

Miranda Scott
MIRANDA SCOTT
[Witness-print or type name]

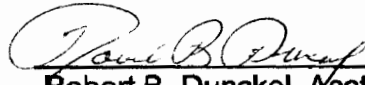
By 
Lee R. Feldman, City Manager

(CORPORATE SEAL)

ATTEST:

Jonda K. Joseph
Jonda Joseph, City Clerk

Approved as to form:


Robert B. Dunckel, Asst. City Attorney

Assignment of Lease and Assumption Agreement
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STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 7th day of April, 2015, 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.

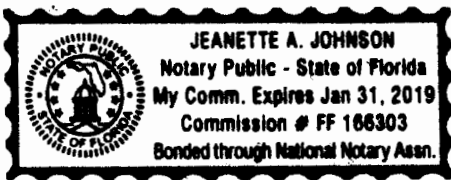
(SEAL)

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 25th March, 2015, 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)

Donna M. Samuda
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

DONNA M. SAMUDA
Name of Notary Typed, Printed or Stamped

My Commission Expires: January 30, 2017

EE 842025
Commission Number



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