

**DOCUMENT ROUTING FORM**

(12) ✓ *PICC - CMMU 2 orks*  
*9/4/13*

NAME OF DOCUMENT:

ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT  
RIDDLEZ CAFÉ, LLC TO PICCOLO FORNO, INC.  
[CITY PARK MALL PARKING GARAGE]

**RUSH**

Approved Comm. Mtg. on AUGUST 20, 2013 CAR#13-1068

ITEM: ☐ M- 15 ☐ PH -      ☐ O -      ☐ CR-      ☐ R-     

Routing Origin: ☐ CAO ☐ ENG. ☐ COMM. DEV. ☐ OTHER     

Also attached: ☐ copy of CAR ☐ copy of document ☐ ACM Form ☐ #      originals

By:                                  forwarded to:                                   
                                Initials

1.) Approved as to Content: *[Signature]*  
                                                        Department Director

Capital Improvements 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, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED ☐ YES ☐ NO  
                                                        Capital Improvement Projects

2.) Approved as to Funds Available: by                                                  Date:                           
                                                        Finance Director

Amount Required by Contract/Agreement \$                                  Dept./Div.                         

FUNDING SOURCE: Index/Sub-object                                                  Project #                         

3.) City Attorney's Office: Approved as to Form #                  Originals to City Mgr. By:                         

|                    |             |                    |             |                   |                              |
|--------------------|-------------|--------------------|-------------|-------------------|------------------------------|
| Cynthia A. Everett | <u>    </u> | Cole Copertino     | <u>    </u> | Robert B. Dunckel | <u>XX</u> <i>[Signature]</i> |
| Ginger Wald        | <u>    </u> | D'Wayne Spence     | <u>    </u> | Paul G. Bangel    | <u>    </u>                  |
| Carrie Sarver      | <u>    </u> | DJ Williams-Persad | <u>    </u> |                   |                              |

4.) Approved as to content: Assistant City Manager:

By:                                  By:                                   
                                Stanley Hawthorne, Assistant City Manager                                  Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward #      originals to Mayor.

6.) Mayor: Please sign as indicated and forward #      originals to Clerk.

7.) To City Clerk for attestation and City seal.

**RUSH**

**INSTRUCTIONS TO CLERK'S OFFICE**

8.) City Clerk: retains one original document and forwards      original documents to                         

☐ Copy of document to                                  ☐ Original Route form to                                 

☐ Attach      certified copies of Reso. #                  ☐ Fill-in date

*8/29*

*[Handwritten initials]*

**RUSH**

Space Reserved for Recording Information

**ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT**

(Riddlez Cafe, LLC to Piccolo Forno, Inc.)

THIS ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT  
("Assignment") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between,

**RIDDLEZ CAFÉ, LLC**, a Florida limited liability company,  
136 SE 1<sup>st</sup> Street, Fort Lauderdale, FL 33301  
(hereinafter, "Assignor")

and

**PICCOLO FORNO, INC.**, a Florida profit corporation,  
whose principal address is 15851 N. Wind Circle  
Sunrise, FL 33326 (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 Bob & Wilson's 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 City's Central Business District Parking Garage.

Assignment of Lease and Assumption Agreement  
& Landlord's Consent

Assignor: Riddlez, LLC

Assignee: Piccolo Forno, Inc.

Premises: Shop No. 136, City Park Mall

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D. On June 21, 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 City's Central Business District Parking Garage.

E. 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.

F. Assignment of the Lease is contingent upon the Closing on the purchase and sale of the business being conducted at Shop No. 136 on or before September 30, 2013.

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

Assignment of Lease and Assumption Agreement  
& Landlord's Consent

Assignor: Riddlez, LLC

Assignee: Piccolo Forno, Inc.

Premises: Shop No. 136, City Park Mall

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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 part, 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:

Piccolo Forno, Inc.  
136 S.E. 1<sup>st</sup> Street  
Fort Lauderdale, FL 33301

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.

[THE BALANCE OF THIS PAGE REMAINS INTENTIONALLY BLANK.]

Assignment of Lease and Assumption Agreement  
& Landlord's Consent

Assignor: Riddlez, LLC

Assignee: Piccolo Forno, Inc.

Premises: Shop No. 136, City Park Mall

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

**AS TO ASSIGNOR**

**RIDDLEZ CAFÉ, LLC, a Florida  
limited liability**

By: [Signature]  
Ralph M. Harvey III, General Manager

Trang Dao  
[Witness type or print name]

Grecia Rio  
[Witness type or print name]

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 8/20/2013, 2013 by Ralph M. Harvey III as General Manager of RIDDLEZ CAFÉ, LLC, a Florida limited liability. He is personally known to me or has produced FL - driver license as identification and did not (did) take an oath.

(SEAL)



TRANG DAO  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE881552  
Expires 3/7/2017

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

TRANG DAO  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:  
3/7/17  
Commission Number

Assignment of Lease and Assumption Agreement  
& Landlord's Consent

Assignor: Riddlez, LLC

Assignee: Piccolo Forno, Inc.

Premises: Shop No. 136, City Park Mall

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**AS TO ASSIGNEE**

**PICCOLO FORNO, INC, a Florida  
profit corporation**

B. Martinez  
B. Martinez

[Witness type or print name]

Linda Hampton  
Linda Hampton

[Witness type or print name]

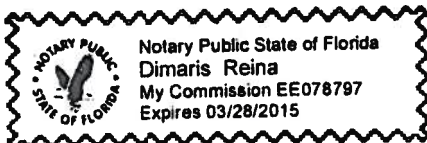
By: Karen S. Ciampa  
Karen S. Ciampa, President

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 8/20/2013,  
2013 by Karen S. Ciampa, as President of PICCOLO FORNO, INC., a Florida profit  
corporation. She is personally known to me or has produced  
Drivers License as identification and did not (did) take an oath.

(SEAL)

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



Dimaris Reina  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:

EE078797  
Commission Number

Assignment of Lease and Assumption Agreement  
& Landlord's Consent

Assignor: Riddlez, LLC

Assignee: Piccolo Forno, Inc.

Premises: Shop No. 136, City Park Mall

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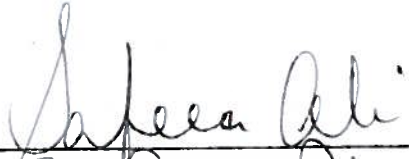
### LANDLORD'S CONSENT

Pursuant to Paragraph 17 of the Lease, the undersigned City of Fort Lauderdale hereby consents to the Assignment and Assumption described herein. The Consent to Assignment and Assumption of Lease is contingent on the closing of the sale of the business from Assignor to Assignee on or before September 30, 2013.

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

WITNESSES:

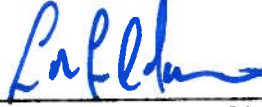
CITY OF FORT LAUDERDALE

  
\_\_\_\_\_  
Safra Ali  
[Witness-print or type name]

  
\_\_\_\_\_  
Alexa S. Pineda  
[Witness-print or type name]

(CORPORATE SEAL)

By   
\_\_\_\_\_  
John P. "Jack" Seiler, Mayor

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

ATTEST:

  
\_\_\_\_\_  
Jonda Joseph, City Clerk

Approved as to form:

  
\_\_\_\_\_  
Robert B. Dunckel, Asst. City Attorney

Assignment of Lease and Assumption Agreement  
& Landlord's Consent

Assignor: Riddlez, LLC

Assignee: Piccolo Forno, Inc.

Premises: Shop No. 136, City Park Mall

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STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 29th day of August, 2013, 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

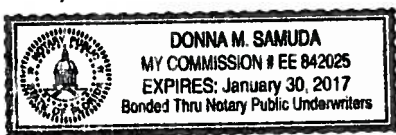
My Commission Expires: 1/31/15

Commission Number EE 33367

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 22nd day of August, 2013, 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

Assignment of Lease and Assumption Agreement  
& Landlord's Consent

Assignor: Riddlez, LLC

Assignee: Piccolo Forno, Inc.

Premises: Shop No. 136, City Park Mall

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