

FIRST AMENDMENT TO THE LEASE AGREEMENT

This First Amendment to the LEASE AGREEMENT dated June 7, 2016, (herein "Lease,") is made and entered into this _____ day of _____ 2022, by and between:

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

RED GINGER GROUP, LLC, a Florida limited liability company, whose principal address and mailing address is 6300 N. Wickham Road 128, Melbourne, FL 32940 (hereinafter "LESSEE" or "ASSIGNOR"),

and

RED BRIDGE, LLC, a Florida limited liability company, whose principal address is, 124 SE 1st Street, Unit 116, Fort Lauderdale, FL 33301 (hereinafter "ASSIGNEE")

WITNESSETH:

WHEREAS, the LESSOR and the LESSEE entered into a Lease Agreement on June 7, 2016, for Shop No. 116 - 124 at the Riverwalk Center Garage formerly known as City Shoppes (hereinafter "Riverwalk Center" or "Leased Premises"); and

WHEREAS, in accordance with Section 2(b), LESSEE shall have the option to extend the term of the term of Lease for three (3) additional five (5) year terms; and

WHEREAS, LESSOR, LESSEE and Assignee are in mutual agreement to extend the term of the Lease; and

WHEREAS, in accordance with Section 2(b), LESSEE provided written notification to LESSOR of its intention to exercise such option; and

WHEREAS, the parties desire to renew the Lease for an additional term of five (5) years with an effective date of February 1, 2022; and

WHEREAS, the LESSEE has assigned the business to the Assignee who agrees to assume all obligations under the Lease Agreement, as amended; and

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, LESSOR, LESSEE and Assignee agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.

2. The term of the Lease shall be extended for one (1) additional five (5) year term with a commencement date of February 1, 2022, and shall end at midnight on January 31, 2027.
3. LESSEE and Assignee will reopen the Lease Premises no later than February 1, 2022. If LESSEE and Assignee fail to open the Leased Premises, fully stocked and staffed on or before February 1, 2022, or discontinues operations in the Leased Premises for a period in excess of sixty (60) consecutive calendar days after reopening (such event shall be deemed, a "Go Dark Period"), LESSOR, within thirty (30) days following the Go Dark Period or February 1, 2022, may elect to terminate this Lease by notifying Assignee thereof (the "Go Dark Termination Notice"), in which event this Lease shall terminate as to all obligations thereafter accruing thirty (30) days after receipt by Assignee of the Go Dark Termination Notice ("Termination Date").

Notwithstanding the foregoing, Assignee may notify LESSOR at any time within fifteen (15) days after receipt of LESSOR'S Go Dark Termination Notice that Assignee intends to resume operations of the Leased Premises. If Assignee so notifies LESSOR, and within sixty (60) days thereafter Assignee resumes operations, then LESSOR'S Go Dark Termination Notice shall automatically become void and of no force or effect (a "Go Dark Withdrawal Event"). If a Go Dark Withdrawal Event does not timely occur, this Lease shall terminate on the later of (A) the Termination Date, or (B) the sixty-first (61st) day after Assignee's Go Dark Withdrawal Notice.

4. LESSOR will waive standards of Section 18 (ii) (A) and (B) for future assignments. All other standards and rights of approval remain unchanged.
5. The First Amendment to the Lease shall be effective upon full execution by the parties.
6. The First Amendment to the Lease may be fully executed in multiples copies by the parties each of which, bearing original signatures, shall have the force and effect of an original document.
7. In the event of any conflict or ambiguity by and between the terms and provisions of the Lease and the First Amendment to the Lease, the terms and provisions of this First Amendment to the Lease shall control to the extent of any such conflict or ambiguity.
8. The terms and conditions of the Lease is hereby ratified and shall remain in full force and effect, except as specifically amended by the First Amendment to the Lease.
9. After the effective date of the Assignment and Assumption of Lease, Assignee shall be deemed Lessee under the Lease.

REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK.

AS TO LESSOR:

**CITY OF FORT LAUDERDALE, A
MUNICIPAL CORPORATION OF THE
STATE OF FLORIDA**

WITNESSES:

[Witness type or print name]

[Witness type or print name]

By: _____
Dean J. Trantalis, Mayor

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

ATTEST:

David Soloman,
City Clerk

Approved as to form:
Alain E. Boileau, City Attorney

By: _____
Lynn Solomon, Esq.
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online, this ____ day of _____, 2022, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of physical presence or online, this ____ day of _____, 2022, by CHRISTOPHER J. LAGERBLOOM, ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

AS TO LESSEE:

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

WITNESSES:

RED GINGER, LLC, A FLORIDA LIMITED LIABILITY COMPANY

Type or print name

By _____

Rui Zhao, Manager

Type or print name

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by Rui Zhao, as Manager of the Red Ginger, LLC, a Florida Limited Liability Company.

Notary Public signature

Name Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

AS TO ASSIGNEE

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

RED BRIDGE, LLC, A FLORIDA LIMITED LIABILITY COMPANY

WITNESSES:

Type or print name

Type or print name

By _____
Wei Chen, Manager

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by Wei Chen as Manager of the Red Bridge, LLC, a Florida Limited Liability Company.

Notary Public signature

Name Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____