

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the "Assignment") is made and entered into as of the 28 of January 21, 2022 (the "Effective Date") by and between **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 "Assignor") and **RED BRIDGE, LLC**, a Florida limited liability company, whose principal address and mailing address is 124 SE 1st Street, Unit 116, Fort Lauderdale, FL 33301 (hereinafter "Assignee")

RECITALS:

WHEREAS, Assignor is leasing from **CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida, 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter "Landlord") under a lease Agreement dated June 7, 2016, and First Amendment to The Lease Agreement to be signed by the Landlord and Assignor (collectively hereinafter referred to as Lease), certain retail space, Shop No. 116 - 124 at the Riverwalk Center Garage formerly known as City Shoppes (hereinafter "Riverwalk Center" or "Leased Premises")

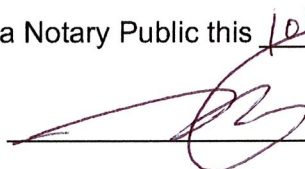
WHEREAS, It is understood and agreed by the parties that this Assignment is strictly contingent upon a written consent from the Landlord;

WHEREAS, Assignor has advised the Landlord of its intention to effectuate this Assignment by sending a letter dated December 2nd, 2019; and

NOW, THEREFORE, in consideration of the mutual terms and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Incorporation of Recitals. All of the recitals are hereby incorporated in this Assignment.
2. Assignment. Assignor hereby assigns, transfers and sets over unto Assignee, all of Assignor's right, title and interest in, to and under the Lease, including but not limited the security deposit, to have and to hold the same unto Assignee, Assignor and, to its actual knowledge, the Landlord, is not in default of the Lease. Assignor acknowledges that, as of the date hereof, to the actual knowledge of Assignor, Landlord has complied with all of Landlord's obligations to be performed under the Lease.
3. Assumption. Assignee, for itself and its successors and assigns, hereby accepts such assignment and assumes and agrees to be bound by the terms of the Lease from and after the Effective Date. From and after the Effective Date, Assignee shall be solely responsible for all liabilities and the performance of all of Assignor's obligations under the Lease.
4. Counterparts. This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and all of which counterparts shall be deemed one and the same instrument.
5. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Florida.

Sworn to and subscribed before me a Notary Public this 10th day of January 2022



Notary Public

My commission expires:

Produced Identification () _____

Personally known to me ()



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