ASSIGNMENT AND ASSUMPTION of LEASE AGREEMENT

(Red Ginger Group, LLC d/b/a ICHIMORA RESTURANT to Red Bridge, LLC)

THIS ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT ("Assignment") is entered into this 7 day of March 2022 by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, (hereinafter, "Landlord"),

and

RED GINGER GROUP, LLC, d/b/a ICHIMORA RESTURANT, a Florida limited liability company, whose principal address is, 6300 N Wickham Road, Unit 128, Melbourne, FL 32940 (hereinafter, "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")

BACKGROUND FACTS

A. On June 7, 2016 RED GINGER GROUP, LLC d/b/a ICHIMORA RESTURANT, as Lessee, executed a Shops In The Central Business District Parking Garage Shop Lease for Shop No. 116 - 124 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 January 8, 2022, RED BRIDGE, LLC entered a Contract with RED GINGER GROUP, LLC d/b/a ICHIMORA RESTURANT for the sale and purchase of the business conducted at and assignment of the underlying Lease for Shop No. 116 - 124 in the City's Central Business District Parking Garage.

C. Pursuant to Paragraph 18, Assignment and Subleasing, 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.

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. 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. Assignee assumes and agrees to perform all of the covenants, liabilities and obligations of Assignor under the Lease.

4. Indemnification by Assignee. 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.

5. Indemnification by Assignor. 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:

Red Bridge, LLC.
124 SE 1 Street
Unit 116
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.

10. No Release of Liability. The City's consent to this assignment shall not be deemed a release of liability of Assignor for matters arising under the Lease.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

AS TO ASSIGNOR

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

WITNESSES:

RED GINGER GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY

Jean Jiang

Jean Jiang

Type or print name

By x

Rui Zhao, Manger

Hongliang

Linda Huang

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 5th day of March, 2022, by Rui Zhao as Manager of the Red Ginger Group, LLC, a Florida Limited Liability Company.

Notary Public signature

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

Name Typed, Printed or Stamped

Personally Known_____ OR Produced Identification FL Driver License

Type of Identification Produced 2000-720-60-245-0

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:

Jean Jiang

Jean Jiang

Type or print name

By_____

Wei Chen, 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 5th day of March, 2022, by Wei Chen as Manager of the Red Bridge, LLC, a Florida Limited Liability Company.

_____

Notary Public signature

NOTARY PUBLIC STATE OF FLORIDA

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

_____

Name Typed, Printed or Stamped

Personally Known_____ OR Produced Identification_____

Type of Identification Produced FL Driver lic

C500-880-59-064-0

LANDLORD'S CONSENT - ICHIMORA RESTURANT

Pursuant to Paragraph 18 of the Lease, the undersigned City of Fort Lauderdale hereby consents to the assignment and assumption described herein.

The City's consent to recognize Assignee as the successor tenant under the Lease shall not be deemed a release of RED GINGER GROUP, LLC d/b/a ICHIMORA RESTURANT, for liability under the Lease.

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

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

By: _____
Dean J. Trantalis, Mayor

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

WITNESSES:

_____
Scott Wyman
Type or print name

_____
Aimee Lauro
Type or print name

ATTEST:

_____
David R. Soloman,
City Clerk

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

By: _____
Lynn Solomon, Esq.
Assistant City Attorney

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☑ physical presence or □ online, this 15th day of March, 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.

Jeanette A. Johnson
Notary Public, State of Florida

Jeanette A. Johnson
Name of Notary Typed, Printed or Stamped

JEANETTE A JOHNSON
Notary Public - State of Florida
Commission # GG 276785
My Comm. Expires Jan 31, 2023
Bonded through National Notary Assn.

Personally Known ✓ OR Produced Identification_____
Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF BROWARD

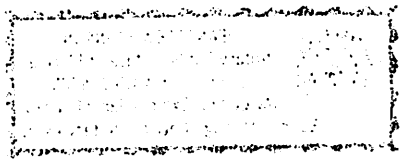
The foregoing instrument was acknowledged before me this by means of ☑ physical presence or □ online, this 14th day of March, 2022, by CHRISTOPHER J. LAGERBLOOM, ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale.

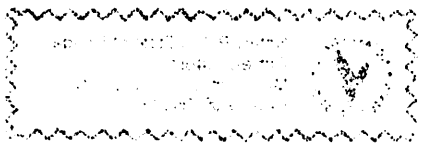
Notary Public, State of Florida

Aimee Llauro
Name of Notary Typed, Printed or Stamped

Notary Public State of Florida
Aimee Llauro
My Commission GG 321478
Expires 05/08/2023

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 ☐

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.

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

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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)

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

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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

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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:**~~

Returned 3/16/2022 cminotti

~~**7) CAO forwards __ originals to CCO Date:**~~ as noted above

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

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

CAO 22-0047

Attach __ certified Reso # _____ ☐ YES ☒ NO **Original Route form to Sonia ext. 5598**

Rev. 9/9/2020