

**ASSIGNMENT BY ASSIGNOR  
AND ASSUMPTION BY ASSIGNEE**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is by and between **CITY OF FORT LAUDERDALE**, a Florida municipal corporation, P.O. Drawer 14250 Fort Lauderdale, FL 33302-4250, ("**City**"), **Epic 401, LLC**, a Florida limited liability company, REI/EIN #82-4361231 whose principal address is 245 North Ocean Blvd., Deerfield Beach, FL 33441 ("**Assignor**") and **Tuscan Prime, LLC**, a Florida limited liability company, as ("**Assignee**", and hereinafter "**Licensee**" in the Revocable License described herein) effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WITNESSETH:

WHEREAS, on the 20<sup>th</sup> day of February 2014, Licensee entered into a Revocable License (as recorded in Official Records Book 50570, Page 1273 of the Official Records of Broward County Florida), as amended by that First Amendment to Revocable License License and subsequently assigned from The Grille on Las Olas LLC to Epic 401, LLC on March 9, 2018 ("Revocable License") with City for the purpose of the execution of the Project to permit outdoor dining in downtown Fort Lauderdale, which Project is more particularly described in the Revocable License; and

WHEREAS, Assignor is desirous of assigning over unto Assignee all of its right, title and interest in and to said Revocable License, and Assignee is willing to assume all of the terms, covenants and conditions of said Revocable License as therein contained.

NOW, THEREFORE, in consideration of the promises and covenants herein contained and the parties intending to be legally bound hereby, the parties hereto agree as follows:

1. Assignor hereby assigns and Assignee hereby assumes all of the obligations, responsibilities and liabilities of the terms, covenants and conditions of the Revocable License, as well as any and all title and interest in and to the improvements therein effective and accruing on and after the date hereof. The aforesaid shall be binding upon and inure to the benefit of the successors and assigns of Assignee.

2. The Revocable License, as amended and as assigned herein, is hereby ratified and shall otherwise remain in full force and effect.

3. This Assignment shall not be deemed a release of Assignor of its obligations under the Revocable License as amended. In the event Assignor seeks to be relieved of all liabilities for the performance of any terms and conditions of the Revocable License as of the date of the Assignment, except for those liabilities and obligations that accrued prior to the effective date of this Assignment, Assignor shall obtain the City Commission approval of such relief.

4. The City hereby consents to the Assignment and agrees to recognize the Assignee under the Revocable License, provided Assignee performs its duties and responsibility under the Revocable. Consent by the City does not imply any representation or warranty as to the condition of the improvements or the property.

**CITY:**

Witnesses:

**CITY OF FORT LAUDERDALE**, a  
municipal corporation of the State of Florida

\_\_\_\_\_

By: \_\_\_\_\_  
Mayor Dean J. Trantalis

\_\_\_\_\_  
Printed Name

\_\_\_\_\_

By: \_\_\_\_\_  
Lee Feldman, City Manager

\_\_\_\_\_  
Printed Name

ATTEST:

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

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

By: \_\_\_\_\_  
Lynn Solomon, Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by Dean J. Trantalis, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

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Notary Public, State of Florida

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by Lee 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.

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Notary Public, State of Florida

**ASSIGNOR:**

Witnesses:

**Epic 401, LLC** , a Florida limited liability company

\_\_\_\_\_

By: \_\_\_\_\_

Danielle Rosse, Managing  
Member

\_\_\_\_\_  
Printed Name

STATE OF OHIO:  
COUNTY OF HAMILTON:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by Danielle Rosse, Managing Member of Epic 401, LLC, a Florida limited liability company, who has the authority to execute this Assignment. He is personally known to me and did not take an oath.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

**ASSIGNEE:**

Witnesses:

**TUSCAN PRIME, LLC**, a Florida limited liability company

\_\_\_\_\_

By: \_\_\_\_\_

Michele Dimeo, Manager

\_\_\_\_\_

Printed Name

STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by Michele Dimeo, Manager of TUSCAN PRIME, LLC , a Florida limited liability company, who has the authority to execute this Assignment. She is personally known to me and did not take an oath.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_