

ASSIGNMENT AND ASSUMPTION of LEASE
AGREEMENT

(E&J Dining, INC d/b/a MR. NICK'S SUB SHOPPE to
MBR of Fort Lauderdale, LLC)

THIS ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT ("Assignment") is entered into this 19th day of March 2019 by and between:

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

and

E&J DINING, INC. d/b/a MR. NICK'S SUB SHOPPE, a Florida corporation, whose principal address is 901 S. Andrews Avenue, Fort Lauderdale, FL 33316 (hereinafter, "Assignor")

and

MBR OF FORT LAUDERDALE, LLC, a Florida limited liability company, 108 SE 1 STREET (hereinafter, "Assignee")

BACKGROUND FACTS

A. On November 7, 2017 E&J DINING, INC. d/b/a MR. NICK'S SUB SHOPPE., as Lessee, executed a Shops In The Central Business District Parking Garage Shop Lease for Shop No. 108 & 112 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 March 22, 2019 MBR Fort Lauderdale, INC entered a Contract with E&J Dining, INC. d/b/a Mr. Nick's Sub Shoppe for the sale and purchase of the business conducted at and assignment of the underlying Lease for Shop No. 108 & 112 in the City's Central Business District Parking Garage.

C. 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.

D. Assignment of the Lease is contingent upon the Closing on the purchase and sale of the business being conducted at Shops No. 108 & 112 as referenced above.

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.

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 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:

MBR Fort Lauderdale, LLC
108 SE 1 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

AS TO ASSIGNOR

WITNESSES:

E & J Dining, Inc., a Florida corporation

Print Name

By: _____

Print Name: _____

Its: _____

Print Name

SHAREHOLDERS:

ESTATE OF EARL RAY, deceased

CRAIG RAY, an individual

By: _____
Craig Ray, Personal Representative

By: _____
Craig Ray, in his individual capacity

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____ as _____ of **E & J Dining, Inc.**, a Florida corporation on behalf of the company. He/She is personally known to be or has produced _____ as identification.

(SEAL)

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

Name of Notary Typed, Printed or Stamped

My Commission Expires:

AS TO ASSIGNEE

WITNESSES:

MBR of Fort Lauderdale, LLC, a Florida limited liability company

Print Name

By: _____
Matt Halprin, Member and Manager

Print Name

STATE OF _____ :
COUNTY OF _____ :

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by **Matt Halprin** as **Member and Manager** of **MBR of Fort Lauderdale, LLC**, a Florida limited liability company on behalf of the company. He/She is personally known to be or has produced _____ as identification.

(SEAL)

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

Name of Notary Typed, Printed or Stamped

My Commission Expires:

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.

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

By _____

Dean J. Trantalis, Mayor

[Witness-print or type name]

By _____

Christopher J. Lagerbloom
City Manager

[Witness-print or type name]

ATTEST:

(CORPORATE SEAL)

Jeffrey A. Modarelli, City Clerk

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

Robert B. Dunckel
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____, 2019 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.

(SEAL)

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

Name of Notary Typed, Printed or Stamped

My Commission Expires:

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____, 2019, by CHRIS LAGERBLOOM, 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)

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

Name of Notary Typed, Printed or Stamped

My Commission Expires: