

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 part, 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

250

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

AS TO ASSIGNOR

WITNESSES:

H. Skowroch
Haterik Skowroch
Print Name

D. Varisco
Donna Varisco
Print Name

E & J Dining, Inc., a Florida corporation

By: *Craig Ray*
Print Name: Craig Ray
Its: president

SHAREHOLDERS:

ESTATE OF EARL RAY, deceased

CRAIG RAY, an individual

By: *Craig Ray*
Craig Ray, Personal Representative

By: *Craig Ray*
Craig Ray, in his individual capacity

STATE OF Florida :
COUNTY OF Broward :

The foregoing instrument was acknowledged before me this 21 day of March, 2019 by Craig Alan Ray as owner of **E & J Dining, Inc.**, a Florida corporation on behalf of the company. He/She is personally known to be or has produced Driver License as identification.

(SEAL)



Gina Rizzuti-Smith
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Gina Rizzuti-Smith
Name of Notary Typed, Printed or Stamped
March 15, 2021
My Commission Expires:

CRB

AS TO ASSIGNEE

WITNESSES:

Francis Schuman
Francis Schuman
Print Name

Steve Laramie
Steve Laramie
Print Name

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

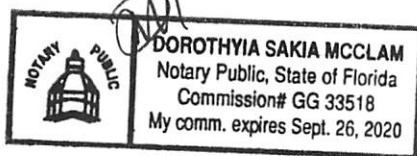
By Matt Halprin
Matt Halprin, Member and Manager

STATE OF FLORIDA :
COUNTY OF BROWARD :

The foregoing instrument was acknowledged before me this 21ST day of MARCH, 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 FLORIDA DRIVERS LICENSE as identification.

(SEAL)

Dorothy Mcclam 3/21/19.
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)



Name of Notary Typed, Printed or Stamped

My Commission Expires:

Bo

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:

Jeannette A. Johnson
Jeannette A. Johnson
[Witness-print or type name]

Donna Varisco
Donna Varisco
[Witness-print or type name]

(CORPORATE SEAL)



CITY OF FORT LAUDERDALE

[Signature]
By Dean J. Trantalis, Mayor

[Signature]
By Christopher J. Lagerbloom
City Manager

ATTEST:

[Signature]
Jeffrey A. Modarelli, City Clerk

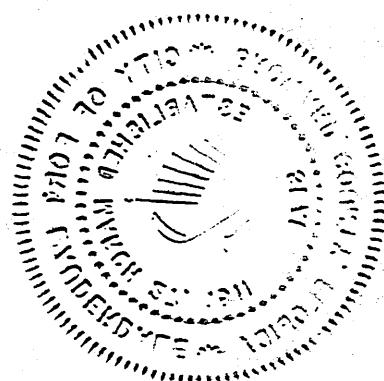
Approved as to form:
Alain E. Boileau, City Attorney

[Signature]
Robert B. Dunckel
Assistant City Attorney

[Signature]

Handwritten signature

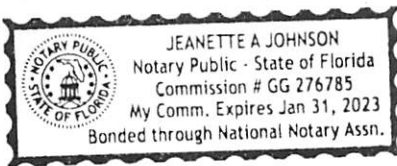
Handwritten signature



STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 1st day of April, 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)



Jeanette A. Johnson
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

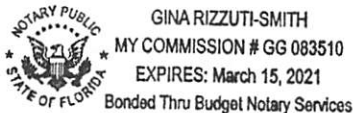
Jeanette A. Johnson
Name of Notary Typed, Printed or Stamped

My Commission Expires: 1/31/23

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this March 29, 2019, by CHRISTOPHER J. 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)



Gina Rizzuti-Smith
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Gina Rizzuti-Smith
Name of Notary Typed, Printed or Stamped

My Commission Expires: March 15, 2021

GBD

SEAN PATRICK A. JOHNSON
NOTARY PUBLIC - State of Florida
Commission # 0018832
My Comm. Expires Jan 31, 2013
Bonded through National Notary Association

SHARON M. SMITH
MY COMMISSION # 0008810
EXPIRES March 15, 2011
Bonded thru Budget Notary Service



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

206
4/2/19

Today's Date: 3/20/19

DOCUMENT TITLE: Assignment and Assumption of Lease Agreement d/b/a Mr. Nick's Sub Shoppe to MBR of Fort Lauderdale, LLC

COMM. MTG. DATE: 3/19/19 CAM #: 19-0299 ITEM #: CM-3 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Shaniece Louis / Ext. 5036

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.

2) City Attorney's Office # of originals attached: 2 Approved as to Form: ☒ YES ☐ NO

Date to CCO: 3/21/19

RBD
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna Varisco/CMO/X5013 Date: 3/27/19

4) City Manager's Office: CMO LOG #: Mar 16 Date received from CCO: _____

Assigned to: CHRIS LAGERBLOOM ☒ LINDA LOGAN-SHORT ☐ RHODA MAE KERR ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: L.L-SHORT _____ (Initial/Date) R. KERR _____ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 2 originals to ☒ Mayor ☐ CCO Date: 3/29/19

5) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CLERK'S OFFICE

City Clerk: Retains 1 original and forwards 1 original(s) to: Luisa Agathon / CMO / Ext. 5271
(Name/Dept/Ext)

Attach _____ certified Reso # _____ ☐ YES ☐ NO Original Route form to CAO

****PLEASE EMAIL AN EXECUTED COPY TO SHANIECE LOUIS *****