

**ASSIGNMENT AND ASSUMPTION
OF LEASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the “Assignment & Assumption”) is made and entered as of June ___, 2024 by and between 2611 EAST OAKLAND PARK LLC, a Florida Limited Liability Company (“Assignor”) to North Broward Hospital District d/b/a Broward Health and/or assigns (“Assignee”), is as follows:

WITNESSETH

WHEREAS, ADAMS BUILDING ASSOCIATES, a Florida general partnership (“Adams”) and the City of Fort Lauderdale (“City”) entered into that certain Lease Agreement dated September 30, 1986 and recorded in Official Records Book 16009, Page 656, of the Public Records of Broward County, Florida (“Lease”), which is incorporated herein by reference; and

WHEREAS Adams assigned said Lease to COOLIDGE ENTERPRISES, INC., a Florida corporation by Assignment of Lease dated May 23, 1996 and recorded in Official Records Book 24934, Page 0162, and was further assigned to MICHIGAN OAKLAND PARK CORP., a Michigan corporation by Assignment of Lease dated May 1, 1998; and

WHEREAS, thereafter the Lease was assigned by CAPROC OAKLAND PARK, LLC, as successor by merger to Michigan Oakland Park Corp, a dissolved Michigan corporation to BE ML FLL LLC, a Florida limited liability company by Assignment of Lease Agreement dated December 17, 2012, said Assignment of Lease Agreement being recorded at Official Record Book 49347, Page 447 of the Public Records of Broward County, Florida; and

WHEREAS, thereafter the Lease was assigned by BE ML FLL LLC, a Florida limited liability company to 2601 M L FUND, LLC, a Florida limited liability company, by Assignment and Assumption of Lease Agreement dated April 8, 2015, said Assignment and Assumption of Lease Agreement being recorded under Instrument #112953273 of the Public Records of Broward County, Florida; and

WHEREAS, thereafter the Lease was assigned by 2601 M L FUND, LLC, a Florida limited liability company, a Florida limited liability company to 2611 EAST OAKLAND PARK LLC, a Florida limited liability company, by Assignment and Assumption of Lease Agreement dated November 21, 2017, said Assignment and Assumption of Lease Agreement being recorded January 1, 2018 under Instrument #114818463 of the Public Records of Broward County, Florida.

WHEREAS, Section 13 of the Lease allows for assignment of this lease by Assignor to Assignee with the consent of the City, and

WHEREAS, the Assignor owns the rights as provided in the Lease and desires to assign, transfer, set over and deliver to Assignee all of Assignor’s right, title and interest in and to the Lease by this document;

NOW, THEREFORE, in accordance with the terms of this Consent to Assignment and in consideration of the sum of \$10.00 and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties do hereby covenant and agree as follows:

1. The above recitals are true.
2. The Effective Date of this Assignment & Assumption is the date the Consent to Assignment and Assumption of Lease Agreement is executed by the proper City officials for the City of Fort Lauderdale.
3. As of the Effective Date, Assignor does hereby assign, transfer, set over and deliver to Assignee all of the Assignor's right, title, and interest in and to the Lease.
4. Assignor does hereby represent and warrant that the Lease is in full force and effect and that, to the best of Assignor's knowledge, the Lease is currently in good standing and neither Assignor nor Landlord is in default under the Lease.
5. Assignee hereby accepts this Assignment and expressly agrees to assume all of the Assignor's obligations under the Lease arising after the date of this Assignment.
6. This Assignment shall be binding and inure to the benefit of the parties to this Assignment and their respective heirs, legal representatives, successors and assigns and shall be construed in accordance with Florida law.

IN WITNESS WHEREOF, this Assignment of Lease Agreement has been signed, sealed and delivered by the Parties as of the date first written above.

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AS TO ASSIGNOR

**2611 EAST OAKLAND PARK LLC,
a Florida limited liability company**

By: _____

Maria Bertha Campero de Gonzales, Manager

[Witness type or print name]

[Witness type or print name]

State of _____
County of _____

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of June, 2024 by Maria Bertha Campero De Gonzales, Manager of 2611 EAST OAKLAND PARK, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced a _____ as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission
Expires: _____

AS TO ASSIGNEE

North Broward Hospital District d/b/a Broward Health and/or assigns

By: _____
_____, _____

[Witness type or print name]

[Witness type or print name]

State of _____
County of _____

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of June, 2024 by _____, Manager of North Broward Hospital District d/b/a Broward Health and/or assigns, on behalf of the company, who is personally known to me or has produced a _____ as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

**LESSOR'S CONSENT TO
ASSIGNMENT & ASSUMPTION
OF LEASE**

In accordance with Section 13 of the Lease, the City of Fort Lauderdale, a Florida municipal corporation, Lessor under the above described Lease ("City"), does hereby consent to the foregoing Assignment and Assumption of Lease by and between 2611 EAST OAKLAND PARK LLC, a Florida limited liability company ("Assignor") and North Broward Hospital District d/b/a Broward Health and/or assigns ("Assignee") and City agrees to release Assignee from any further responsibilities, liabilities and obligations arising under the Lease from and after the Effective Date of the foregoing Assignment and Assumption.

Witnesses:

**City of Fort Lauderdale,
a municipal corporation of Florida**

Print Name: _____

By: _____
Dean Trantalis, Mayor

Print Name: _____

By: _____
Susan Grant, City Manager

ATTEST:

By: _____
David R. Soloman, City Clerk

APPROVED AS TO FORM AND
CORRECTNESS:

Thomas J. Ansbro, City Attorney

By: _____
Shaun N. Amarnani, Assistant City
Attorney

State of FLORIDA
County of BROWARD

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of June, 2024 by Dean Trantalis, Mayor of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida, who is personally known to me or has produced a _____ as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission
Expires: _____

State of FLORIDA
County of BROWARD

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of June, 2024 by Susan Grant, City Manager of the CITY OF FORT LAUDERDALE, a municipal corporation of Florida, who is personally known to me or has produced a _____ as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission
Expires: _____