

CONSENT TO ASSIGNMENT OF LEASE AGREEMENTS  
(PARCELS 8F-1 AND LOT 3)

THIS IS A CONSENT TO ASSIGNMENT OF LEASE AGREEMENTS,  
entered into on \_\_\_\_\_, 2017, among:

CITY OF FORT LAUDERDALE, a municipal corporation of  
the State of Florida, hereinafter referred to as "Lessor,"

and

RISING TIDE DEVELOPMENT CORPORATION, LLC, a  
Delaware limited liability company authorized to do business  
in Florida, hereinafter referred to as "Assignor."

and

TMT PROPERTIES, INC., a Florida CORPORATION,  
hereinafter referred to as "Assignee,"

WHEREAS, pursuant to Resolution No. 17-\_\_\_\_, adopted at its meeting of  
\_\_\_\_\_ the City Commission of the City of Fort Lauderdale authorized  
the City Manager to enter into this Consent to Assignment of Lease Agreement; and

WHEREAS, Assignor is the Lessee of Parcels 8F-1 and Lot 3 at Fort  
Lauderdale Executive Airport by virtue of a Lease Agreement dated April 17, 1984, and  
a Lease Agreement dated February 4, 1986, as thereafter amended and assigned  
(hereinafter, the "Lease Agreements"); and

WHEREAS, Assignor wishes to assign the existing Lease Agreements;  
and

WHEREAS, the Lease Agreements provide that an assignment requires  
the written consent of Lessor; and

WHEREAS, at its meeting of October 23, 2017, the City of Fort  
Lauderdale Aviation Advisory Board recommended approval of this Consent to  
Assignment of Lease Agreements;

In consideration of the mutual promises, covenants and agreements, and  
other good and valuable consideration, the receipt and adequacy of which are hereby  
acknowledged, the parties agree as follows:

1. The foregoing recitals are correct and are incorporated into this  
Consent to Assignment of Lease Agreements.

2. Lessor does hereby consent to an assignment of the Lease Agreements from Assignor to Assignee.

3. Assignor and Assignee acknowledge and agree that the Lease Agreements shall control, despite any provision which is or may appear to be contrary in the assignment between Assignor and Assignee. Under no circumstances shall any consent provided in this consent document be construed to allow any subordination by any person of the fee simple title interest of Lessor in and to the premises leased.

4. By the consent and approval contained in this document, Lessor relies upon the representations of Assignor and Assignee that no other person, natural, corporate or otherwise, will be adversely affected by the consent and approval contained in this document. In the event of a claim by any such third person that Lessor's Consent to Assignment of Lease Agreement adversely affects any such person, Assignee agrees to indemnify and hold harmless Lessor completely from any such claim and shall provide Lessor a complete legal defense for any such claim, at no cost or expense whatsoever to Lessor.

5. The Assignor understands and agrees that its obligations under the Lease continue and do not expire or terminate as a result of this Consent to Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

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

LESSOR:

CITY OF FORT LAUDERDALE

By \_\_\_\_\_  
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
JEFFREY A. MODARELLI, City Clerk

Approved as to form:  
Cynthia A. Everett, City Attorney

By: \_\_\_\_\_  
CANDACE R. DUFF  
Assistant City Attorney

ASSIGNOR:

WITNESSES

Rising Tide Development, LLC, a  
Delaware limited liability company  
authorized to do business in Florida, by  
its managing member,

Mizzen, LLC, a Delaware limited  
liability company authorized to do  
business in Florida, by its  
managing member,

Amsdell Construction, Inc., an  
Ohio corporation authorized to do  
business in Florida,

By: \_\_\_\_\_  
Print Name: Todd C. Amsdell, President

\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_

\_\_\_\_\_  
Print Name

(CORPORATE SEAL)

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2017 by Todd C. Amsdell as President of Amsdell Construction, Inc., Managing Member of  
Mizzen, LLC, Managing Member of Rising Tide Development, LLC, a Delaware limited liability  
company authorized to do business in Florida, on behalf of the company. ☐ He is personally  
known to me 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:

Commission Number \_\_\_\_\_

ASSIGNEE:

WITNESSES

TMT Properties, Inc., a Florida corporation,

\_\_\_\_\_

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

Print Name: Paul Burell, President

\_\_\_\_\_  
Print Name

\_\_\_\_\_

\_\_\_\_\_  
Print Name

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by Paul Burell as President of TMT Properties, Inc., a Florida corporation, on behalf of the corporation. He is ☐ personally known to me 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:

Commission Number \_\_\_\_\_