

CONSENT TO ASSIGNMENT OF AMENDED AND RESTATED LEASE AGREEMENT  
(PARCEL 2A)

THIS IS A CONSENT TO ASSIGNMENT OF AMENDED AND RESTATED LEASE AGREEMENT, entered into on \_\_\_\_\_, 2018, among:

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

and

Ross Southern Properties, LLC, a Florida limited liability, hereinafter referred to as "Assignor",

and

GTN Properties, LLC, a Florida limited liability company, hereinafter referred to as "Assignee,"

WHEREAS, pursuant to Resolution No. 18-\_\_\_\_, adopted at its meeting of July \_\_\_\_\_, 2018 the City Commission of the City of Fort Lauderdale authorized the City Manager to enter into this Consent to Assignment of Amended and Restated Lease Agreement; and

WHEREAS, Assignor is the Lessee of Parcel 2A at Fort Lauderdale Executive Airport by virtue of an Amended and Restated Lease Agreement dated March 15, 2005, as thereafter amended and assigned (hereinafter, the "Lease Agreements"); and

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

WHEREAS, the Lease Agreement provides that an assignment requires the written consent of Lessor; and

WHEREAS, at its meeting of June 28, 2018, the City of Fort Lauderdale Aviation Advisory Board recommended approval of this Consent to Assignment of Lease Agreement;

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 Agreement.

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

3. Assignor and Assignee acknowledge and agree that the Lease Agreement 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 Agreement continue, and do not expire or terminate as a result of this Consent to Assignment. Further assignor shall not be released from its obligations under the Lease Agreement.

[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:  
Alain C. Boileau, Interim City Attorney

\_\_\_\_\_  
LYNN SOLOMON,  
Assistant City Attorney

ASSIGNOR:

WITNESSES

Ross Southern Properties, LLC, a  
Florida limited liability company,

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

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_, Manager

(CORPORATE SEAL)

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
2018 by \_\_\_\_\_, as Manager of Ross Southern Properties, LLC, 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

GTN Properties, LLC, a Florida limited liability company,

\_\_\_\_\_

By: \_\_\_\_\_  
Ignacio A. Martinez, Manager

\_\_\_\_\_

Print Name

\_\_\_\_\_

\_\_\_\_\_

Print Name

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Ignacio A. Martinez as Manager of GTN Properties, LLC, on behalf of the limited liability 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 \_\_\_\_\_