

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT
(PARCEL 21A)

THIS IS A CONSENT TO ASSIGNMENT OF LEASE AGREEMENT,
entered into on _____, 2019, among:

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

and

TCPH BROWARD LLC, a foreign limited liability company
authorized to do business in Florida, hereinafter referred to
as "Assignor";

and

FXE BUSINESS CENTER, LLC, a Florida limited
liability company, hereinafter referred to as "Assignee,"

WHEREAS, pursuant to Resolution No. 19-____, adopted at its meeting of
_____ 2019 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 Parcel 21A at Fort Lauderdale
Executive Airport by virtue of a Lease Agreement January 15, 1985; as amended by
that First Amendment dated March 21, 1989, by that Second Amendment dated
November 3, 1992 and by that third Amendment dated March 15, 1994 and by that
Fourth Amendment dated April 20, 2004 (the "Lease Agreement"); 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 on December 6, 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 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 and liability under the Lease have not been terminated or released and do not expire 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:

WITNESSES:

CITY OF FORT LAUDERDALE, a
municipal corporation

[Witness Print Name]

By _____
Christopher J. Lagerbloom, ICMA-CM,
City Manager

(CORPORATE SEAL)

ATTEST:

Jeffrey A. Modarelli, City Clerk

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

Lynn Solomon, Assistant City Attorney

ASSIGNOR:

WITNESSES

TCPH BROWARD LLC, a foreign
limited liability company

Print Name

By: _____

Print Name: _____

Title: _____

Print Name

(CORPORATE SEAL)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by _____ as _____ of **TCPH Broward LLC**, a foreign limited liability company authorized to do business in Florida, on behalf of the company. ☐ She 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

FXE BUSINESS CENTER LLC, a Florida
limited liability company

Print Name

By: _____

Print Name: _____

Title: _____

Print Name

STATE OF _____:
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019,
by _____ as _____ of **FXE BUSINESS CENTER 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 _____