

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT
(PARCEL 21A)

THIS IS A CONSENT TO ASSIGNMENT OF LEASE AGREEMENT,
entered into on February 1, 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. 19-15, adopted at its meeting of
January 22, 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.


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[SIGNATURE PAGES FOLLOW]

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

LESSOR:

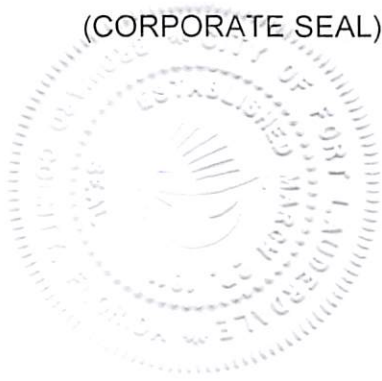
WITNESSES:


H. Skondraski
[Witness Print Name]

CITY OF FORT LAUDERDALE, a
municipal corporation

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

(CORPORATE SEAL)



ATTEST:


Jeffrey A. Modarelli, City Clerk

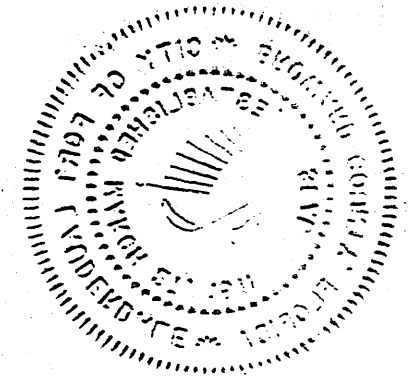
Approved as to form:
Alain E. Boileau, City Attorney


Lynn Solomon, Assistant City Attorney

THE CITY OF BIRMINGHAM, ALABAMA

OFFICE OF THE CITY CLERK

RECEIVED
MAY 10 1907



[Handwritten signature]

WITNESSES

[Signature]
DAVID S. AIDLER
Print Name

[Signature]
Morgan Sirlin
Print Name

ASSIGNEE:

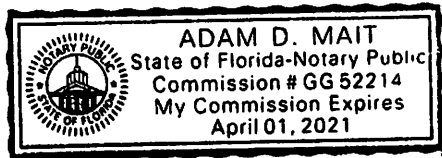
FXE BUSINESS CENTER LLC, a Florida
limited liability company

By: [Signature]
Print Name: Jonathan Raithe
Title: VP

STATE OF Florida
COUNTY OF Dade

The foregoing instrument was acknowledged before me this 31st day of January, 2019,
by Jonathan Raithe VP of **FXE BUSINESS CENTER LLC**, on behalf of the
company. He is ☒ personally known to me or ☐ has produced
as identification.

(SEAL)



[Signature] Adam Mait
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)
Adam D. Mait
Name of Notary Typed, Printed or Stamped
4/1/21
My Commission Expires:
Commission Number GG 52214

ASSIGNOR:

WITNESSES

Max Kanter

Max Kanter

Print Name

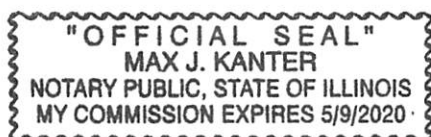
Don Brown

(CORPORATE SEAL)

STATE OF Illinois :
COUNTY OF Cook :

The foregoing instrument was acknowledged before me this 31 day of January, 2019 by John Bucheler es as Manager of TCPH Broward LLC, a foreign 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)



Max Kanter
Notary Public, State of ~~Florida~~ Illinois
(Signature of Notary taking Acknowledgment)

Max Kanter
Name of Notary Typed, Printed or Stamped

5-9-20
My Commission Expires:

Commission Number N/A

TCPH BROWARD LLC, a foreign limited liability company

By: TCPH BROWARD MANAGER, LLC, its manager
By: Triton Broward, LLC, its Manager

By: John Bucheler
Print Name: John Bucheler
Title: Manager

Print Name

2.10 ± 0.07