

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT  
(Lots 25, 26, 38, and 39)

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

CYPRESS CONCOURSE E, LLC, a Delaware Limited Liability Company, hereinafter referred to as “Assignor”,

and

CYPRESS WEST LLC, a Florida Limited Liability Company, hereinafter referred to as “Assignee.”

WHEREAS, pursuant to Resolution No. \_\_\_\_\_, adopted at its meeting on May 7, 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 Lots 25, 26, 38 and 39 at Fort Lauderdale Executive Airport (Collectively “Ground”) by virtue of a Lease Agreement dated March 1, 1998, by and between Lessor and Cypress Concourse E, LLC, a Delaware limited liability company, as thereafter amended and assigned (herein “Lease Agreement”); and

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

WHEREAS, pursuant to Section 18 of the Lease Agreement, an assignment of the Lease Agreement requires the written consent of Lessor; and

WHEREAS, at its meeting on March 28, 2019, the City of Fort Lauderdale Aviation Advisory Board recommended approval of this Consent to Assignment of Lease Agreement.

NOW THEREFORE, 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, Assignor and Assignee agree to indemnify and hold harmless Lessor completely from any such claim and shall provide Lessor with a complete legal defense for any such claim, at no cost or expense whatsoever to Lessor. The assignment of the Lease shall not void the Option to Extend Term as set forth in Paragraph 35 of the Lease. The covenants set forth in this Paragraph 4 shall survive the termination of the lease Agreement.

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 of Lease Agreement. This Consent to Assignment of Lease Agreement and the Assignment of the Lease shall be effective upon the recordation at Assignee's expense, of a fully executed Consent to Assignment of Lease Agreement and Assignment of Lease between Assignor and Assignee in the Broward County Public Records on or before August 15, 2019.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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: \_\_\_\_\_  
Christopher J. Lagerbloom, ICMA-CM  
City Manager

(CORPORATE SEAL)

**ATTEST:**

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

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

By: \_\_\_\_\_  
Shari C. Wallen  
Assistant City Attorney

**ASSIGNOR:**

WITNESSES:

**CYPRESS CONCOURSE E, LLC**, a  
Delaware limited liability company

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

By: **18-CHAI CORP.**, an Illinois  
Corporation, authorized to do business in  
Florida, its sole manager

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

By: \_\_\_\_\_  
Samuel F. Gould, Vice President

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

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

The foregoing instrument was acknowledged before me on, \_\_\_\_ day of \_\_\_\_\_ 2019, by Samuel F. Gould, the Vice President of 18-Chai Corp. an Illinois corporation, authorized to do business in Florida, the sole manager of Cypress Concourse E, LLC, a Delaware limited liability company, authorized to do business in Florida. That this document is an act and deed of Cypress Concourse E, LLC and this document is being executed on behalf of Cypress Concourse E, LLC. He is personally known to me.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name  
of Notary Public)

**ASSIGNEE:**

WITNESSES:

**CYPRESS WEST LLC**, a Florida limited liability company

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

By:\_\_\_\_\_  
Sheldon Gross, Manager

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

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

The foregoing instrument was acknowledged before me on, \_\_\_\_ day of \_\_\_\_\_ 2019, by Sheldon Gross, sole manager of Cypress West LLC, a Florida limited liability company. That this document is an act and deed of Cypress West LLC and this document is being executed on behalf of Cypress West LLC. He/She is [ ] personally known to me or [ ] who has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
(Signature of Notary)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name  
of Notary Public)