

**CONSENT TO ASSIGNMENT OF LEASE AGREEMENT**  
**(Parcel 2A)**

THIS IS A CONSENT TO ASSIGNMENT OF LEASE AGREEMENT entered into on \_\_\_\_\_, 2021, among:

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

and

GTN PROPERTIES, LLC, a Florida Limited Liability Company, hereinafter referred to as “Assignor”,

and

MNREH FLORIDA, LLC, a Florida Limited Liability Company, hereinafter referred to as “Assignee.”

WHEREAS, pursuant to Resolution No. \_\_\_\_\_, adopted at its meeting on September 9, 2021, 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 2A at the Fort Lauderdale Executive Airport by virtue of an Amended and Restated Lease Agreement dated March 15, 2005, which was subsequently amended on July 15, 2008, and May 1, 2020, and assigned to GTN Properties, LLC in 2018 (herein “Lease Agreement”); and

WHEREAS, Assignor wishes to assign the Lease Agreement, as amended to Assignee, MNREH Florida, LLC; and

WHEREAS, pursuant to Section 44 of the Lease Agreement, an assignment of the Lease Agreement requires express consent of the Lessor, authorized by appropriate action taken at a regular public meeting of the City Commission; and

WHEREAS, at its meeting on June 24, 2021, 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, as amended from Assignor to Assignee.

3. Assignor and Assignee acknowledge and agree that the Lease Agreement, as amended 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, as amended, 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 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, as amended continue and do not expire or terminate as a result of this Consent to Assignment of Lease Agreement.

**[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**, a municipal corporation of the State of Florida

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:**

**GTN Properties, LLC**, a Florida limited liability company

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

**By: MNREH FLORIDA, LLC, a Florida Limited Liability Company, and owner in Interest of GTN Properties, LLC**

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

By: \_\_\_\_\_  
David MacNeil, Manager

(CORPORATE SEAL)

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_ 2021, David MacNeil, Manager of **MNREH FLORIDA, LLC, owner in interest of** GTN Properties, LLC, a Florida limited liability company. That this document is an act and deed of GTN Properties, LLC and this document is being executed on behalf of GTN Properties, 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)

**ASSIGNEE:**

**WITNESSES:**

**MNREH FLORIDA, LLC**, a Florida  
limited liability company

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

By: \_\_\_\_\_  
David MacNeil, Manager

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

(CORPORATE SEAL)

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on this \_\_\_\_ day of \_\_\_\_\_ 2021, by David MacNeil, Manager of MNREH FLORIDA, LLC, a Florida limited liability company. That this document is an act and deed of MNREH FLORIDA, LLC and this document is being executed on behalf of MNREH FLORIDA, 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)