

**CONSENT TO ASSIGNMENT OF LEASE AGREEMENT**  
**(PHASE I)**

THIS CONSENT TO ASSIGNMENT OF LEASE AGREEMENT entered into on \_\_\_\_\_, 2026, among:

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

and

KAS Airport LLC, a Florida limited liability company, hereinafter referred to as “Assignor”,

and

Perimeter Flex Center, LLC, a Florida corporation, hereinafter referred to as “Assignee.”

WHEREAS, pursuant to Resolution No. \_\_\_\_\_, adopted at its meeting on \_\_\_\_\_, 2026, 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 that certain parcel of real property identified on Exhibit “A” attached hereto and made a part hereof (“Phase I”) at the Fort Lauderdale Executive Airport by virtue of a Lease Agreement dated July 17, 1984 (the "Original Lease") executed by and between the City of Fort Lauderdale, a municipal corporation of Florida, as lessor, and Morley Properties, Inc., a Florida corporation, as lessee, recorded March 12, 1985 in Official Records Book 12384, Page 951 of the Public Records of Broward County, Florida, as subsequently amended and the lessee's interest in Phase I was assigned to Executive Airport Business Center Phase I, Ltd. by Partial Assignment of lease recorded March 12, 1985 in Official Records Book 12384, Page 977 of the Public Records of Broward County, Florida (the "1st Partial Assignment"). Executive Airport Business Center Phase I, Ltd. changed its name to EABC, Ltd. subsequent to March 8, 1985 and a new Florida limited partnership was formed in December 1985 called Executive Airport Business Center Phase I, Ltd. The lessee's interest in Phase I was further assigned by EABC, Ltd. to Executive Airport Business Center Phase I, Ltd. by Assignment of Lease recorded December 31, 1985 in Official Records Book 13082, Page 89 of the Public Records of Broward County, Florida (the "2nd Partial Assignment"). The Lessor and Executive Airport Business Center Phase I, Ltd. further amended the Original Lease by virtue of a Third Amendment to Lease Agreement dated August 11, 1994 (the "3rd Amendment to Lease"). The lessee's interest in Phase I was thereafter acquired by Peoples Southwest Real Estate Limited Partnership, a Delaware limited partnership by Certificate of Title recorded in Official Records Book 23669, Page 576 of the public records of Broward County, Florida (the "Peoples SW CT"), and then assigned to Executive Airport Associates, L.L.C., a Florida limited liability company by Assignment and Assumption of Ground Lease recorded September 24, 1999 in Official Records Book 29872, Page 730 of the Public Records of Broward County, Florida (the "Executive Airport

Associates Assignment"). The lessee's interest in the Phase I was thereafter acquired by U.S. Bank, National Association, successor in interest to Bank of America, national Association, as Successor Trustee for the Registered Holders of GMAC Commercial Mortgage Securities, inc. Commercial Mortgage Pass-Through Certificates, Series 2000-C1 ("US Bank") by virtue of a Corrective Certificate of Title recorded March 18, 2011 in Official Records Book 47791, Page 893 of the Public Records of Broward County, Florida (the "US Bank CT"). The lessee's interest in the Phase I was thereafter acquired by KAS Airport LLC, a Florida limited liability company (the "Assignor") pursuant to Assignment and Assumption of Ground Lease dated November 29, 2011 and recorded December 1, 2011 in Official Records Book 48334, Page 1315, of the Public Records of Broward County Florida (the "KAS Assignment"). The Original Lease, 1st Partial Assignment, 2nd partial Assignment, 3rd Amendment to Lease, Peoples SW CT, Executive Airport Associates Assignment, US Bank CT and KAS Assignment are collectively referred to herein as the "Lease Agreement"; and

WHEREAS, Assignor wishes to assign its right, title and interest as Lessee in, under and to the Lease Agreement, as amended to Assignee; and

WHEREAS, in accordance with the terms of the Lease Agreement, an assignment of such interest of Assignor in the Lease Agreement requires express written consent of the Lessor; and

WHEREAS, at its meeting on \_\_\_\_\_, the City of Fort Lauderdale Aviation Advisory Board supported staff's recommendation to approve 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 Assignor's right, title and interest in and to the Lease Agreement, as amended from Assignor to Assignee. Assignee hereby agrees to assume all duties, obligations and covenants under the Lease Agreement, as amended. Assignor shall indemnify and hold Assignee harmless from and against any and all loss, injury and/or damage resulting from the actions of Assignor as lessee under the Lease Agreement that occurred prior to the date of this Assignment. Assignee shall indemnify and hold Assignor harmless from and against any and all loss, injury and/or damage resulting from the actions of Assignee as lessee under the Lease Agreement that occur subsequent to the date of this Assignment.

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, to their actual knowledge, no other person, natural, corporate or otherwise, will be adversely affected in any material manner 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 and Assignee understand and agree that the obligations of the Lessee under the Lease Agreement, as amended, continue and do not expire or terminate as a result of this Consent to Assignment of Lease Agreement. For avoidance of doubt, it is expressly understood and acknowledged that Assignor is not released from liability under the Lease.

6. Furthermore, Assignee acknowledges and agrees that if Assignee defaults under the Lease and the same results in any claim by Lessor against Assignor, or recovery by Lessor from Assignor, for which Assignee does not fulfill its indemnity obligations set forth herein, then Assignee shall be required to immediately assign all of its right, title and interest in the Lease back to Assignor. This paragraph shall survive the closing of the assignment and in the event of any litigation arising out of this paragraph the prevailing party in such litigation shall be awarded its reasonable attorneys' fees and costs from the non-prevailing party.

**[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: \_\_\_\_\_  
Rickelle Williams, City Manager

(CORPORATE SEAL)

ATTEST:

\_\_\_\_\_  
David R. Soloman, City Clerk

Approved as to form and correctness:  
Shari L. McCartney, City Attorney

By: \_\_\_\_\_  
Shaun Amarnani, Esq.  
Assistant City Attorney

**ASSIGNOR:**

**KAS AIRPORT LLC**, a Florida limited liability company

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

(CORPORATE SEAL)

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

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_ 2026, by \_\_\_\_\_, as \_\_\_\_\_ for KAS AIRPORT LLC, a Florida limited liability company. That this document is an act and deed of \_\_\_\_\_ and this document is being executed on behalf of \_\_\_\_\_. 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:**

**PERIMETER FLEX CENTER, LLC, a**  
Florida limited liability company

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

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
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 \_\_\_\_\_ 2026, by \_\_\_\_\_ as \_\_\_\_\_ for Perimeter Flex Center, LLC, a Florida limited liability company. That this document is an act and deed of \_\_\_\_\_ and this document is being executed on behalf of \_\_\_\_\_. 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)