

CONSENT TO LEASEHOLD MORTGAGE

This CONSENT is executed by Broward County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners ("County"), and Diversified Aviation NP, LLC, a Florida limited liability company ("Lessee"), to Valley National Bank, a National Banking Association ("Leasehold Mortgagee").

WHEREAS, pursuant to an Agreement of Lease, dated May 24, 2011 between Lessee and County, as amended by Amendment No. 1, dated May 17, 2012, Amendment No. 2, dated December 18, 2015, and Amendment No. 3 to be entered into as of the date of approval of this Consent (collectively, the "Lease"), Lessee leases certain real property owned by the County, with premises located on a portion of North Perry Airport, in Broward County, Florida; and

WHEREAS, the Leasehold Mortgagee has requested that the County and Lessee consent to the following described leasehold mortgages in favor of Leasehold Mortgagee: 1) Second Leasehold Mortgage Modification Agreement and Receipt for Future Advance and 2) Second Amended and Restated Leasehold Mortgage and Security Agreement (together the "Leasehold Mortgage"), which Leasehold Mortgage secures principal indebtedness in a total amount of \$6,525,000.00;

NOW THEREFORE, the County and Lessee hereby consent to the Leasehold Mortgage (and Leasehold Mortgagee shall be deemed an Approved Leasehold Mortgagee under the Lease) securing principal indebtedness of not more than \$6,525,000.00, subject to the following:

1. This consent shall not obligate the County to any affirmative obligations which may be set forth by the terms of the Leasehold Mortgage, the Third Amended and Restated Promissory Note, or any other documents executed in connection therewith (collectively, the "Loan Documents").
2. County and Lessee acknowledge that, as of the date of execution of this Consent, the Lease is in full force and effect, and no notices of default have been given that remain uncured.

3. County's consent given in this document shall not, under any circumstances, be construed to allow or permit any subordination of the fee simple interest of County in and to the real property demised by the Lease, despite any provision which is or may appear to be to the contrary contained within the Leasehold Mortgage or other Loan Documents.
4. County and Lessee agree not to amend the Lease without the Leasehold Mortgagee's written consent. Other than amendments dealing with financial reporting and financial covenants (without increasing the amount of the loan to be in excess of \$6,525,000,000), Lessee agrees that it shall not amend the Leasehold Mortgage without the written consent of the Board of County Commissioners. Furthermore, Lessee represents and agrees that the loan proceeds have and shall only be used for construction of improvements, as described in the Lease, and related costs (including hard and soft costs) to the premises demised by the Lease. Nothing contained herein will be deemed to modify any of the terms and conditions contained in the Lease.
5. Lessee represents and warrants that a portion of the loan proceeds from these Loan Documents are being used to repay a portion of the construction (including hard and soft costs) of the improvements previously funded partially with the Lessee's own funds, and used for construction relating to the Broward College Aviation facility with the balance with the loan proceeds (the "Loan") of the Loan Documents being used pursuant to the letter from the lender, a copy of which is attached hereto and made a part hereof as **Exhibit A**.
6. The Leasehold Mortgage shall only be a lien on Lessee's leasehold estate and shall not encumber or affect the fee simple interest of the Landlord in the real Property described in the Lease or the Landlord's ownership interest in any improvement located on the real property as described in the Lease or the Landlord's interest as lessor under the Lease. No provision of the Loan Documents shall be construed to establish any lien or security interest on any monies that are payable to Broward County, as Landlord under the Lease, including without limitation, grounds rent payments, the lessor's portions of any eminent domain award, the proceeds of any casualty insurance

payable to the Landlord pursuant to the Lease, and all other monies payable to Broward County, as Landlord under the Lease.

7. Lessee further agrees that any default of the provisions hereof by Lessee shall constitute a default under the Lease. Nothing contained herein will be deemed to modify any of the terms and conditions contained in the Lease. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement. Anything herein to the contrary notwithstanding, this Consent to Leasehold Mortgage shall terminate at such time as the Leasehold Mortgage is satisfied.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, Broward County has made and executed this Consent to Leasehold Mortgage through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2017.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 2017

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Aviation Office
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By Nancy Rubin 01/21/17
Nancy Rubin (Date)
Assistant County Attorney


By Alexander J. Williams 01/21/17
Alexander J. Williams (Date)
Assistant County Attorney

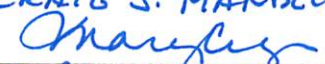
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Diversified Mortgage Consent
05/31/2017
#14-071.23

CONSENT TO LEASEHOLD MORTGAGE BY BROWARD COUNTY AND
DIVERSIFIED AVIATION NP, LLC

IN WITNESS WHEREOF, Lessee has made and executed this
Consent to Leasehold Mortgage this AND day of
JUNE, 2017.

WITNESSES:




CRAIG S. MANDEL


MARY CIGNA

LESSEE:

DIVERSIFIED AVIATION, NP, a
Florida limited liability company

By: 

Cary A. Goldberg, its manager



June 2, 2017

Nina MacPherson, Airport Manager HWO
Broward County Aviation Department
101 S.W. 77th Way
Pembroke Pines, FL 33023

Re: Diversified Aviation NP, LLC

Dear Ms. MacPherson:

This letter shall confirm that the documents that will be utilized to document the loan modification between Valley National Bank and Diversified Aviation NP, LLC, if and when closed and funded, shall include provisions for funding a total of not more than \$6,525,000.00, which amount will be funded in the following approximate amounts (depending on the date of the closing and the funding of the loan, as modified):

- a. Approximately \$5,208,000.00 to BB&T as consideration for their assigning the leasehold mortgage and related loan documents to Valley National Bank;
- b. Approximately \$153,000.00 for loan closing costs;
- c. Approximately \$105,000.00 for fixtures, furniture and equipment in connection with the leased property;
- d. Approximately \$578,500.00 to reimburse ACG Aviation NP, LLC, a Florida limited liability company, (one of the members of Diversified Aviation NP, LLC) in connection with some of the money it paid for construction of improvements on the leased property (over and above the BB&T Construction Loan);
- e. Approximately \$286,500.00 to reimburse Hannah Shari Patten Irrevocable Trust Agreement No. Two, dated February, 2000 (another member of Diversified Aviation NP, LLC) for money it paid to the company for construction of improvements on the leased property (over and above the BB&T Construction Loan); and

June 2, 2017
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- f. Approximately \$194,100.00 is money being paid into a new account at Valley National Bank in the name of Diversified Aviation NP, LLC, to be used for future operating needs of the business at the North Perry Airport.

Very truly yours,

Valley National Bank

By: Jordan Simler, VP
Jordan Simler