



COLORADO BOXED BEEF CO.
330 N. Ingraham Road
Lakeland, FL 33801

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PORT DIRECTOR'S OFFICE
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PORT EVERGLADES DEP
BUSINESS ADMINISTRATION
JUN 15 PM 12:04

June 7, 2017

[Via Overnight Courier]

Broward County, Port Everglades Department County Administrator
Attn: Chief Executive Governmental Center
1850 Eller Drive 115 S. Andrews Avenue
Fort Lauderdale, FL 33316 Fort Lauderdale, FL 33301

RE: Notice and Request for Consent pursuant to:
Ground Lease Agreement dated April 9, 1980, originally entered into by and among the Port Everglades Authority and Primplaks (U.S.A.), Inc., as amended by First Amendment to Lease with Landlord's Consent to Encumber Leasehold Interest and Estoppel Certificate dated September 14, 2001, as Amended April 12, 2005 (collectively the "Agreement")

To Whom It May Concern:

The purpose of this letter is to notify [Broward County, as successor in interest to the Port Everglades Authority] ("Lessor"), pursuant to the above-referenced Agreement, that Colorado Boxed Beef Co., a Florida corporation[, as successor by merger to Port Everglades Cold Storage, Inc., formerly known as Primplaks (U.S.A.), Inc.] (the "Company"), has entered into an Asset Purchase Agreement pursuant to which substantially all of the assets of the Company will be sold (the "Asset Sale"), including the Company's rights under the above-referenced Agreement, to CBBC Holdings, Inc. and/or CBBC Real Estate Holdings, Inc., each a Delaware corporation, or an entity owned or controlled by either of them (collectively "Buyer"). The Asset Sale is anticipated to close on or about June 23, 2017 ("Closing Date"), and the Company intends to assign all of its rights under the Agreement to Buyer as of the Closing Date.

In connection with the Asset Sale and in accordance with the terms of the Agreement, the Company hereby requests that Lessor (i) consents to the assignment of the Agreement to Buyer, (ii) waives any breach or default, and any notice or other procedural requirements, under the Agreement arising from or relating to the Asset Sale and (iii) acknowledges that the Asset Sale and the assignment will not affect the validity or enforceability of the Agreement, which shall remain in full force and effect after the consummation of the Asset Sale. Please acknowledge the foregoing by executing the Consent to Assignment attached hereto and returning the same to us, Attention: John Sullivan, by fax at 863-508-3240 or by email at J.Sullivan@cbbcorp.com as soon as conveniently possible, but no later than 12:00 p.m. E.S.T., Friday, June 16, 2017.

We ask that you keep the information regarding the proposed Asset Sale confidential at this time, regardless of whether or not Lessor provides the consent requested in this letter. We also request that Lessor keep any information received in this communication, or in connection therewith, confidential, and agree not disclose or permit access to, any such information to any other party except as such disclosure may be required to Lessor's employees, directors, managers, or agents for the sole purpose of providing the consent requested hereby.

Notice and Request for Consent
June 1, 2017
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I would appreciate your prompt attention to this matter. Should you have any questions, please feel free to contact me at (863) 551-4431.

Sincerely,

A handwritten signature in black ink, consisting of stylized initials 'JR' followed by a horizontal line extending to the right.

John J. Rattigan, Jr.
President

CONSENT TO ASSIGNMENT

In accordance with the terms of the [Ground Lease Agreement dated April 9, 1980, originally entered into by and among the Port Everglades Authority and Primlaks (U.S.A.), Inc., as amended by First Amendment to Lease with Landlord's Consent to Encumber Leasehold Interest and Estoppel Certificate dated September 13, 2011, and currently by and among Broward County, as successor in interest to the Port Everglades Authority] ("Lessor"), and Colorado Boxed Beef Co., a Florida corporation (the "Company")[, as successor by merger to Port Everglades Cold Storage, Inc., formerly known as Primlaks (U.S.A.), Inc.] (collectively the "Agreement"), the undersigned agrees as follows:

1. The undersigned has previously been notified of the proposed assignment of the Agreement (the "Assignment") to CBBC Holdings, Inc. and/or CBBC Real Estate Holdings, Inc., or an entity owned or controlled by either of them (the "Buyer"), in connection with the sale of substantially all of the Company's assets to Buyer (the "Asset Sale");
2. Lessor (a) agrees to keep the information regarding the proposed Asset Sale and the Assignment confidential, except as necessary to provide the consent requested hereby, (b) waives any defaults under the Agreement that may arise by virtue of the Asset Sale or Assignment (c) waives its right to terminate the Agreement as a result of or in connection with the Assignment, (d) waives any and all claims for improper or insufficient notice under the Agreement; (e) consents to the assignment of the Agreement to and the assumption by Buyer of all obligations under the Agreement, notwithstanding any terms to the contrary contained in the Agreement, and (f) agrees that this Consent and the resulting Assignment will not result in any change to any other terms of the Agreement.
3. In the event the Asset Sale does not close as contemplated, this Consent will be of no force and effect.

This Consent is executed on this ___ day of _____, 2017.

**BROWARD COUNTY, THROUGH ITS
BOARD OF COUNTY COMMISSIONERS**

By: _____
Print Name: _____
Title: _____

Approved as to form by
Office of County Attorney
Broward County, Florida, Port Everglades Department
1850 Eller Drive, Suite 502
Fort Lauderdale, FL 33316
Telephone: 954-523-3404
Telecopier: 954-523-2613

By: _____
Print Name: _____
Assistant County Attorney