

CONSENT OF LESSOR TO ASSIGNMENT AND ASSUMPTION OF AMENDED AND RESTATED AGREEMENT

This Consent of Lessor to Assignment and Assumption of Amended and Restated Agreement ("Assignment") is entered by and among Broward County, a political subdivision of the state of Florida ("Lessor"), Port Everglades International Logistics Center, LLC, a Florida limited liability company ("Assignor"), and CenterPoint Port Everglades, LLC, a Delaware limited liability company ("Assignee").

RECITALS

A. Assignor, as Lessee, and Lessor are parties to that certain Amended and Restated Lease Agreement dated March 20, 2018 (the "Restated Agreement"). The Restated Agreement covers certain property consisting of approximately ±16.657 acres of land located at Port Everglades, Broward County, Florida, together with all appurtenances, rights, privileges, and hereditaments thereto (the "Premises") together with all Improvements to be constructed and located thereon.

B. The Restated Agreement requires Lessor's consent to the Assignment prior to the date Assignor and Assignee close and consummate the transactions contemplated in that certain Contract for Assignment and Assumption of Ground Lease between Assignor and Assignee dated November 14, 2018, (the "Assignment Effective Date").

C. The Restated Agreement is to be assigned to Assignee in connection with Assignee's purchase of the leasehold interest of Assignor in the Restated Agreement as of the Assignment Effective Date.

D. Assignor desires to assign to Assignee all of its right, title, and interest under the Restated Agreement, and Assignee desires to assume and become responsible for all Assignor's obligations and liabilities under the Restated Agreement. Lessor consents to the Assignment of the Restated Agreement on the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and payments set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor, Assignor, and Assignee agree as follows:

1. The Recital clauses stated above are true and correct and are incorporated herein by reference. Any capitalized term not defined herein shall have the meaning as set forth in the Restated Agreement.

2. Assignor will, pursuant to that certain Contract for Assignment and Assumption of Ground Lease between Assignor and Assignee dated November 14, 2018, (the "Assignment and Assumption Agreement"), assign to Assignee all of its right, title, and interest under the Restated Agreement, effective on the Assignment Effective Date.

3. Assignee represents and warrants to Assignor and Lessor that Assignee has read the Restated Agreement and understands all the obligations and liabilities hereby assumed under the Restated Agreement. Assignee hereby assumes and agrees to faithfully perform and be bound by all of the terms, covenants, conditions, and provisions of the Restated Agreement from and after the Assignment Effective Date, including, but not limited to, payment of all taxes relating to the Improvements to the Premises commenced or completed after the date of Lessor's execution of the Restated Agreement.

4. Assignor acknowledges and agrees that it has no claims, defenses, or offsets against Lessor under the Restated Agreement.

5. As a condition precedent to the effectiveness of this Assignment, Assignor shall pay Lessor, on the Assignment Effective Date, the total sum of _____ Dollars (\$_____) as Assignor's payment to Lessor of the required Exit Fee described in Article 11, Subsection B.2. of the Restated Agreement.

6. Assignee acknowledges and agrees that it will deliver acceptable certificates of insurance to Lessor, on or before the Assignment Effective Date, evidencing that Assignee has in full force and effect all the insurance policies as required under the terms and conditions of the Restated Agreement.

7. Assignor and Assignee represent and warrant to Lessor that the following are true and accurate as of the effective date of this Assignment:

a. The Restated Agreement is valid, binding, and enforceable and is in full force and effect.

b. All necessary actions of Assignor have been taken relating to this Assignment.

c. All necessary actions of Assignee have been taken relating to this Assignment.

d. Lessor is not in default under the Restated Agreement and no event has occurred with the giving of notice or lapse of time, or both, that would constitute an event of default by Lessor under the Restated Agreement.

e. Lessor has duly and timely performed and complied with all its obligations under the Restated Agreement.

f. Assignor represents and warrants that all financial statements, agreements, documents, instruments, and other information related to Assignor furnished to Lessor by Assignor in connection with this Assignment are accurate and complete.

g. Assignee represents and warrants that all financial statements, agreements, documents, instruments, and other information related to Assignee furnished to Lessor by Assignee in connection with this Assignment are accurate and complete.

8. Assignor and Assignee covenant and agree that Lessor shall not, under any circumstances, be liable for any brokerage commission or any other charge or expense in connection with this Assignment.

9. Assignor and Assignee acknowledge that Lessor in consenting to this Assignment, is relying on the covenants and agreements between Assignor and Assignee, and that such covenants and agreements are expressly made for the benefit of Lessor.

10. Lessor hereby consents to the Assignment of the Restated Agreement by Assignor to Assignee provided, however, that: (i) the consent of Lessor herein shall not be deemed or construed in any way to release any continuing liability of Assignor to Lessor not assumed by Assignee arising prior to the Assignment Effective Date; and (ii) the consent of Lessor hereby shall not be deemed or construed to be a consent to any future Assignment, Sublease, or Transfer of the Restated Agreement, all of which shall require Lessor's prior written consent as provided in the Restated Agreement.

11. This Assignment may be executed in multiple originals, and may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, will constitute one and the same document.

12. In the event any part of this Assignment is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Assignment and the balance of this Assignment shall remain in full force and effect.

13. This Assignment shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Assignment shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Assignment must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS ASSIGNMENT, ASSIGNOR, ASSIGNEE, AND LESSOR HEREBY EXPRESSLY WAIVE ANY RIGHTS A PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS ASSIGNMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS ASSIGNMENT AFTER WRITTEN NOTICE BY ANOTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTIES IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

14. Nothing in this Assignment shall constitute or create a partnership, joint venture, or any other relationship between the Parties.

15. The Parties have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Assignment has been their joint effort. The language agreed to expresses the Parties' mutual intent, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

16. Nothing in this Assignment shall be deemed to waive or modify any of the terms and conditions of the Restated Agreement.

18. Each Party executing this Assignment hereby represents and warrants that the individual executing this Assignment on behalf of such Party has full power and authority to bind such Party to the terms and conditions of this Assignment.

19. Lessor's consent to this Assignment shall be deemed effective as of the date of Lessor's execution hereof provided that Assignor satisfies the condition precedent set forth in paragraph 5 herein.

(Remainder of page intentionally left blank)

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IN WITNESS WHEREOF, the Parties have caused this Consent of Lessor to Assignment and Assumption of Amended and Restated Agreement: BROWARD COUNTY 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 _____, 2019, _____, and _____, signing by and through its duly authorized officer, and _____, signing by and through its duly authorized officer.

Lessor:

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator
ex officio Clerk of Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 2019

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 502
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404
Telecopier: (954) 468-3690

By _____
Russell J. Morrison (Date)
Sr. Assistant County Attorney

CONSENT OF LESSOR TO ASSIGNMENT AND ASSUMPTION OF AMENDED AND RESTATED AGREEMENT

ASSIGNOR

WITNESSES:

PORT EVERGLADES INTERNATIONAL LOGISTICS CENTER, LLC, a Florida limited liability company

(Signature)

By _____
Member

(Print Name)

(Print Name and Title)

(Signature)

_____ day of _____, 2019.

(Print Name)

ASSIGNEE

CENTERPOINT PORT EVERGLADES, LLC, a Delaware limited liability company

WITNESS:

(Signature)

By _____
Member

(Print Name)

(Print Name and Title)

(Signature)

_____ day of _____, 2019.

(Print Name)