

**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 ("Consent") 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") and all Improvements to be constructed and located thereon.

B. The Restated Agreement requires Lessor's consent to that certain Contract for Assignment and Assumption of Ground Lease between Assignor and Assignee, dated November 14, 2018 ("Assignment Agreement"), prior to the date Assignor and Assignee close and consummate the transactions contemplated therein (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 the Assignment 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. Commencing on the Assignment Effective Date, Assignee hereby assumes and agrees to faithfully perform all of the obligations and liabilities of the Lessee under the Restated Agreement and to be bound by all of the terms, covenants, conditions, and provisions of the Restated Agreement, including, but not limited to, payment of all taxes relating to the Improvements to the Premises.

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

5. As a condition precedent to the effectiveness of this Consent, Assignor shall pay Lessor, on or before the Assignment Effective Date, the full amount of the Exit Fee required pursuant to Article 11, Subsection B.2. of the Restated Agreement, which amount shall be reasonably determined by Lessor in accordance with the Restated Agreement and is currently estimated to be Two Hundred Forty-two Thousand Six Hundred Ninety-eight Dollars (\$242,698). If Assignor fails to pay Lessor the full amount of the Exit Fee, on or before the Assignment Effective Date, this Consent shall be deemed void and of no effect.

6. Assignee acknowledges 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, as applicable, represent and warrant to Lessor that the following are true and accurate as of the effective date of this Consent:

a. Assignor represents and warrants that the Restated Agreement is valid, binding, and enforceable and is in full force and effect.

b. Assignor represents and warrants that all necessary actions of Assignor have been taken relating to this Consent.

c. Assignee represents and warrants that all necessary actions of Assignee have been taken relating to this Consent.

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

e. Assignor represents and warrants that 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 Consent 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 Consent 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 Consent.

9. Assignor and Assignee acknowledge that Lessor, in consenting to the 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 other transfer of the Restated Agreement, all of which shall require Lessor's prior written consent as provided in the Restated Agreement.

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

13. This Consent 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 Consent 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 Consent 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 CONSENT, 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 CONSENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS CONSENT 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 Consent 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 Consent 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 Consent shall be deemed to waive or modify any of the terms and conditions of the Restated Agreement.

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

18. Lessor's approval of this Consent shall be deemed effective as of the date of Lessor's execution hereof, provided that Assignor satisfies the condition precedent set forth in Section 5 herein.

(Remainder of page intentionally left blank)

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, Port Everglades International Logistics Center, LLC, signing by and through its duly authorized officer, and CenterPoint Port Everglades LLC, 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         *M*                 3/12/19          
Russell J. Morrison                      (Date)  
Sr. Assistant County Attorney

RJM/cr  
03/07/19  
PEV Logistics Assgn of Lease\_030719  
#16-3012.03

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

**ASSIGNOR**

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

WITNESSES:

  
\_\_\_\_\_  
(Signature)

Ando Menezes  
\_\_\_\_\_  
(Print Name)

  
\_\_\_\_\_  
(Signature)

Mark Rubin  
\_\_\_\_\_  
(Print Name)

By   
\_\_\_\_\_  
Member

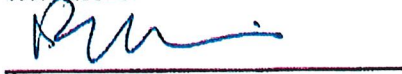
Eric D. Swanson, Member  
\_\_\_\_\_  
(Print Name and Title)

12 day of March, 2019.

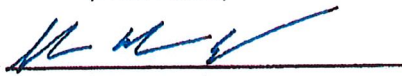
**ASSIGNEE**

CENTERPOINT PORT EVERGLADES LLC, a  
Delaware limited liability company

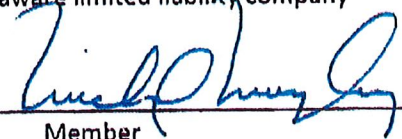
WITNESSES:

  
\_\_\_\_\_  
(Signature)

Brian McKernan  
\_\_\_\_\_  
(Print Name)

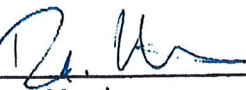
  
\_\_\_\_\_  
(Signature)

Alan D... - Hayes  
\_\_\_\_\_  
(Print Name)

By   
\_\_\_\_\_  
Member

Michael Murphy (Chief Develop. Officer)  
\_\_\_\_\_  
(Print Name and Title)

12<sup>th</sup> day of March, 2019.

By   
\_\_\_\_\_  
Member

**Rick A. Mathews**  
Senior Vice President, General Counsel

\_\_\_\_\_  
(Print Name and Title)