

WRITTEN CONSENT TO SUBLEASE

This Written Consent to Sublease is acknowledged this _____, 2022, by Boca Raton Airport Authority, a body politic and corporate having an office at 903 NW 35th Street Boca Raton, Florida 33431, (“Master Lessor”) and Premier Aviation of Boca Raton, LLC, a Delaware limited liability company and authorized to do business in the State of Florida, with an office and principal place of business at 21 Compass Isle, Ft. Lauderdale, FL 33308 (“Tenant”), acknowledging the Sublease between Tenant and La Condesa Mexican Restaurant LLC, a Florida limited liability company (“Subtenant”), to the extent and as provided herein:

RECITALS

WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Master Lessor entered into Lease Agreement No. 3265, dated October 27, 1983, as amended, granting Master Lessor possession and use of property commonly referred to as the Boca Raton Airport; and

WHEREAS, Master Lessor and Tenant entered into a Lease Agreement dated September 27, 2000, which has been amended on November 29, 2000, July 17, 2013, January 28, 2015, June 26, 2018, August 15, 2018, January 16, 2019, July 17, 2019, July 15, 2020, August 19, 2020, February 25, 2021, and November 17, 2021 (“the Lease”); and

WHEREAS, Article XVIII of the Lease Agreement requires Tenant to receive prior written consent from the Master Lessor for any sublease of the leased premises; and

WHEREAS, Tenant has informed Master Lessor that it desires to enter into that certain Lease (referred to herein as “the Sublease”) with Subtenant, a copy of which is attached to this Written Consent to Sublease.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Master Lessor, Tenant, and Subtenant mutually acknowledge the following:

1. The Recitals above are true and correct and are incorporated herein.
2. Master Lessor consents to the sublet of Phase II of the leased premises, as specified in in the Sublease attached hereto as Attachment A.
3. Tenant and Subtenant understand and acknowledge that Master Lessor’s consent to the Sublease does not modify any terms of the Lease Agreement and does not waive any rights or obligations provided therein.
4. Tenant and Subtenant understand and acknowledge that if any conflicts exist between the terms of the Lease Agreement and the terms of the Sublease, the terms of the Lease Agreement shall prevail; and
5. Tenant and Subtenant understand and acknowledge that nothing in this Written Consent to Sublease alleviates the obligations of Tenant and Subtenant to secure all required

government approvals for the construction of the themed restaurant and to meet all federal, state, and local regulatory requirements for the development and operation of the property.

IN WITNESS WHEREOF, Master Lessor has caused this Written Consent to Sublease to be signed by the Chairman of the Boca Raton Airport Authority and the seal of said Authority to be affixed hereto and attested by the Secretary of said Authority, pursuant to the authority granted by said Authority; and Tenant, Premier Aviation of Boca Raton, LLC, has caused these presents to be signed in its lawful name by its duly authorized officer, the Manager acting on behalf of Tenant, and the seal of said Tenant to be affixed hereto, and Subtenant, La Condesa Mexican Restaurant LLC, has caused these presents to be signed in its lawful name by its duly authorized officer, the Manager acting on behalf of Subtenant, and the seal of said Subtenant to be affixed hereto, the day and year first written above.

ATTEST:

“MASTER LESSOR”

BOCA RATON AIRPORT AUTHORITY, a body politic and corporate created under Chapter 2004-468, Laws of Florida

By: _____

By: _____

Print Name: _____
Secretary

Print Name: _____
Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____

“TENANT”

PREMIER AVIATION OF BOCA RATON, LLC
A Delaware limited liability company, authorized to do business in the State of Florida, by:

BY: LAH Aviation Management, LLC, its Manager

BY: _____
Hamid Hashemi, Manager