

CONSENT TO LEASE ASSIGNMENT AND RECOGNITION AGREEMENT

This **Consent to Lease Assignment and Recognition Agreement** (the "Consent") is made and entered into as of this ____ day of _____, 2022, by and among Hernando County, a political subdivision of the State of Florida (the "County"), EEC Acquisition, LLC, a Delaware limited liability company ("EEC"), and Turbo Technicians, LLC, a Texas limited liability company ("Turbo"), and the parties state:

Witnesseth:

WHEREAS, the County and Etchison LLC, a Florida limited liability company ("Etchison") entered into a Ground Lease dated December 11, 2018, as recorded in Official Record Book 3652, Pages 1311 thru 1334, of the Public Records of Hernando County, Florida (the "Ground Lease") relative to certain real property with a street address of 15161 Technology Drive, Brooksville, FL 34604 and legally described as Lot 4, Hernando County Corporate Airpark Phase II, as recorded in Plat Book 32, Pages 40-41 of the Public Records of Hernando County, Florida (the "Land"); and,

WHEREAS, Etchison constructed a building on the Land consisting of approximately 10,000 square feet of floor space under roof (the "Improvements") in accordance with the terms of the Ground Lease; and,

WHEREAS, Etchison and EEC entered into a Lease Agreement dated June 14, 2021 (the "Lease") for the lease by EEC of the Land and Improvements as located on the Land; and,

WHEREAS, the County Consented to the Lease pursuant to a Consent and Recognition Agreement dated June 16, 2021, among The County, EEC and Etchison.

WHEREAS, EEC entered into a Contribution Agreement with Turbo, which is EEC's wholly-owned subsidiary, dated July 1, 2022, pursuant to which EEC contributed certain of its assets to Turbo (the "Transaction"), including the Lease.

WHEREAS, EEC and Turbo have requested the County execute this Consent wherein the County confirms that the Ground Lease is valid, current and not in default and that the County further agrees not to alter, amend or change, surrender or cancel the Ground Lease without first notifying Turbo in writing at the address above and allowing Turbo the ability to cure any default or deficiency under the Ground Lease, and that the County agrees to enter into a direct lease with Turbo expiring on the expiration date of the Lease (subject to Turbo's options to extend the lease for up to three additional one year periods) on the terms and conditions of the Ground Lease if the Ground Lease is terminated prior to the expiration of the Lease.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The County represents that the Ground Lease is valid, current and not in default by Etchison as of the date above.

2. The County hereby consents to the Transaction such that Etchison will be leasing the Improvements to Turbo and agrees that Turbo may use the Improvements and the Land for the purposes permitted under the Ground Lease.
3. The County further agrees to extend the same rights of quiet enjoyment and non-disturbance to Turbo's rights under the Lease as provided to Etchison as the Lessee under the Ground Lease.
4. Notwithstanding anything in the Ground Lease to the contrary, the County agrees not to alter, amend or change, surrender or cancel the Ground Lease without first notifying Turbo in writing at the address above (or such other address provided to the County) and providing Turbo the ability to cure any default or deficiency of Etchison under the Ground Lease.
5. Further, in the event that prior to the expiration of the Lease, the Ground Lease terminates or Etchison files bankruptcy and rejects the Ground Lease, if permitted to by the Bankruptcy Court under prevailing bankruptcy law, then at Turbo's election, the County agrees to execute a new Ground Lease with Turbo under the same terms and conditions as the Ground Lease, except that the term of such new Ground Lease will be equal to the then-remaining term of the Lease (and providing Turbo the right to extend the term for up to three additional one year periods.
6. This Consent shall bind and inure to the benefit of the parties hereto, their successors and assigns.
7. This Consent shall take effect upon execution by the last party hereto.
8. This Consent shall terminate upon the expiration of the Lease.
9. This Consent may be recorded at Turbo's expense.

Witness our hands and seals upon the dates stated below.

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

By: _____

[print name and title]

STATE OF FLORIDA
COUNTY OF HERNANDO

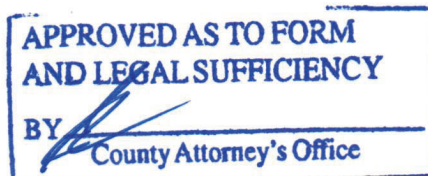
The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, Chairman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)

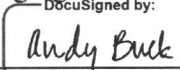
[SIGNATURES CONTINUE ON FOLLOWING PAGE.]



EEC Acquisition, LLC, a Delaware limited liability company

By: EEC Intermediate Holdings, LLC

Its: **Managing Member**

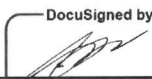
By: 

Name: Andy Buck

Title: Chief Financial Officer

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 12th day of August, 2022, by Andy Buck, as Chief Financial Officer of EEC Acquisition, LLC, a Delaware limited liability company, who is personally known to me.


(Signature of person taking acknowledgment)

Gyner Ozgul
(Name typed, printed or stamped)

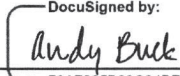
President and Chief Operating Officer
(Title or rank)

[SIGNATURES CONTINUE ON FOLLOWING PAGE.]

Turbo Technicians, LLC, a Texas limited liability company

By: EEC Acquisition, LLC

Its: Managing Member

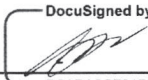
By: 
DocuSigned by: *Andy Buck*

Name: Andy Buck 78A7225B03C04BE...

Title: Chief Financial Officer

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 12th day of August, 2022, by Andy Buck, as Chief Financial Officer of Turbo Technicians, LLC, a Texas limited liability company, who is personally known to me.


DocuSigned by: *Gyner Ozgul*
D6AB8C761DD449
(Signature of person taking acknowledgment)

Gyner Ozgul
(Name typed, printed or stamped)

President and Chief Operating Officer
(Title or rank)