

R- Gulf Coast Title
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For recording use only

**CONSENT TO ASSIGNMENT OF GROUND LEASE FOR CHANGE OF OWNERSHIP
FROM THE QUENTIN HOLDING COMPANY, LLC TO MAVFIN BROOKSVILLE LLC**

This CONSENT TO ASSIGNMENT OF GROUND LEASE FOR CHANGE OF OWNERSHIP (the "Consent") is made and entered into this 10th day of September, 2024, by and between HERNANDO COUNTY (the "County"), a political subdivision of the State of Florida whose mailing address is 15470 Flight Path Drive, Brooksville, Florida 34604, The Quentin Holding Company, LLC (the "Lessee") whose mailing address is 3285 Northeast Parkway, Brooksville, Florida 34604, and Mavfin Brooksville LLC "Assignee", a Florida limited liability company, whose mailing address is 95 South Federal Highway, Ste. 100, Boca Raton, FL 33432, who are individually and collectively referred to as the "Party" or "Parties".

RECITALS

WHEREAS, the County and The Quentin Holding Company, LLC entered into a Ground Lease for certain real property described therein (the "Premises") dated June 27th 2017, recorded in Official Record Book 3483 Page 462 of the Public Records of Hernando County; and

WHEREAS, Article 29 of the Ground Lease, "Assignment and Subletting", makes the County's written consent a prerequisite to Lessee's assignment of its interest in the Ground Lease; and

WHEREAS, the Lessee has agreed to sell its interest in the leasehold improvements situated upon the Premises to Assignee; and

WHEREAS, on June 27, 2017, the County and The Quentin Holding Company, LLC entered into an Amended and Restated Ground Lease Agreement as recorded in Official Record Book 3483, Page 462, of the public records of Hernando County, Florida; and

WHEREAS, the County consents to said assignment provided that the Assignee accepts and agrees to be bound by all terms and covenants of the Ground Lease and the Assignee further agrees to be substituted as the Lessee for all purposes under the Ground Lease.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Consent to Assignment.** The County consents to the Lessee's sale of its interest in the leasehold improvements situated upon the Premises to Assignee on the terms and conditions set forth herein.
2. **Payments.** Tenant is current in payment of: (a) land rent due under the Ground Lease through and including the payment that was due on July 1, 2024 and (b) all other rent for which Landlord has billed Tenant. Except _____ (none if left blank) _____. Landlord holds no security deposit, prepaid rent, or other funds of any kind for the Ground Lease, except _____ (none if left blank) _____.

3. **No Modification or Waiver.** This Consent shall in no way affect any of the terms and conditions of the Lease. This Consent shall not be deemed a consent of any other assignment or a waiver of Lessor's right to require consent to any further assignments.

4. **Assignee Insurance Obligations.** Without limiting the generality of Assignee's obligations to the County under this Consent, the Assignee agrees to, and shall comply with, the insurance provisions contained in the Lease. Prior to occupying the Premises, the Assignee shall provide a certificate of insurance to the Lessor evidencing compliance with the same.

5. **Waiver of Claims.** In partial consideration for consenting to this Assignment, the Lessee does hereby forever release, indemnify, and hold harmless the County, its Commissioners, officers, employees, and agents from any and all claims arising from, or connected with, the Lease or the Premises. For purposes of this paragraph, the term "Claims" means any and all claims, demands, lawsuits, judgments, demands, fines or penalties, whether known or unknown and whether liquidated or unliquidated on the date of this Consent.

6. **Survival.** All obligations of the Lessee, as provided for in the Lease, shall not cease upon the termination of the Lease which require performance beyond the assignment or termination of the Lease and shall survive the termination date of the Lease.

7. **Term of Lessor's Consent.** In the event the Lessee's sale of the Premises' leasehold improvement to Assignee fails to close on or by sixty (60) days from the date of this Consent, the County's consent to the sale granted herein shall be automatically revoked and this Consent shall be null and void with the exception of Lessee's Waiver of Claims set forth in Paragraph 4, above.

8. **Condition Precedent.** The County's consent to the Lessee's sale of the Premises' leasehold improvements to Assignee is conditioned upon the Lessee's payment of all amounts due and owing under the Lease up to and through the closing date of the sale of the leasehold improvements. In the event the Lessee fails to remit payment for any amounts due and owing up to and through the closing date of the sale of the leasehold improvements, the County's consent to the sale granted herein shall be null and void with the exception of Lessee's Waiver of Claims set forth in Paragraph 4, above.

9. **Applicable Law; Venue; Attorney's Fees.** This Consent shall be governed by the laws of Florida and shall be deemed to have been prepared jointly by the Parties, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any Party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements. Each Party hereto shall bear its own attorneys' fees and costs in the event of any dispute, claim, action, or appeal arising out or related to this Consent. Any dispute to this Consent shall be litigated in civil court in Hernando County Florida. The Parties waive their right to a jury trial on any litigation arising out of this Consent.

10. **Notices and Communications.** All demands, approvals, consents, or notices (collectively referred to as a "notice") shall be in writing and delivered by hand or sent by registered or certified mail with return receipt requested or sent by overnight or same day courier service at the Party's respective address(es) set forth on Page 1 of this Consent. If a notice is sent through the U.S. Mail or private delivery company (e.g., FedEx, UPS), a verifiable tracking documentation such as certified receipt or overnight mail tracking receipt shall be used.

11. **Complete Agreement; Amendments; Supersedes.** This Consent represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. This Consent may subsequently be amended only by written instrument signed by the Parties hereto.

12. **Severability.** If any term or provision of this Consent or the application thereof to any person or circumstance shall, to any extent, be declared invalid or deemed unenforceable by a court of competent jurisdiction or superseding law, the remainder of this Consent, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of the Consent shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

13. **Counterparts and Electronic Transmission.** This Consent may be signed in counterparts. Electronic Transmission of any signed original document, and retransmission of any signed electronic transmission, shall be the same as delivery of an original document.

Witness our hands and seals upon the dates stated below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA

(COUNTY)

for Hindi Kuyper, Deputy Clerk
Douglas A. Chorvat, Jr., Clerk



By: Elizabeth Narverud 9-10-2024
Elizabeth, Narverud, Chairwoman Date

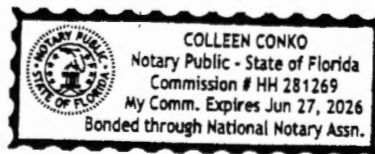
STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10th day of September, 2024, by Elizabeth Narverud, Chairwoman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced _____ as identification.

Colleen Conko
Notary Public (Signature of Notary)
Colleen Conko
(Name legibly printed, typewritten or stamped)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

[Signature]
County Attorney



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ATTEST:

MAVFIN BROOKSVILLE LLC

(ASSIGNEE)

Robin Bergeron

Robin Bergeron
(print name)

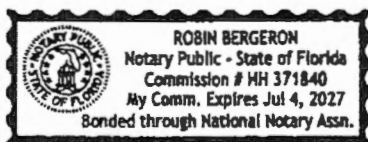
By: AG

Mavfin Investors LLC, its sole equity member Date
By: Alexander Gulick, Manager

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 14th day of August, 2024, by Alexander Gulick, as Manager of Mavfin Investors, LLC, sole equity member of Mavfin Brooksville LLC, who is personally known to me or who has produced _____ as identification.



Robin Bergeron
Notary Public (Signature of Notary)
Robin Bergeron
(Name legibly printed, typewritten or stamped)

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ATTEST:

THE QUENTIN HOLDING COMPANY, LLC (LESSEE)

JORDAN APPLEWHITE

[print name]

By: 

Jordan Applewhite, Manager

8/12/24

Date

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 12th day of August, 2024, by Jordan Applewhite, as Manager of The Quentin Holding Company, LLC, who is personally known to me or who has produced _____ as identification.



Notary Public (Signature of Notary)

Kerry MacNayr
(Name legible, printed, typewritten or stamped)



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