

CONSENT TO SECURITY AGREEMENT

Ft. Lauderdale Fuel Facilities LLC

THIS CONSENT TO SECURITY AGREEMENT (“Consent”), dated as of _____, 2021 (the “Effective Date”), is entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida (“County”), and FT. LAUDERDALE FUEL FACILITIES LLC, a Delaware limited liability company authorized to transact business in the State of Florida (“LLC”)(collectively referred to as the “Parties”).

RECITALS

WHEREAS, County is the owner of the Fort Lauderdale-Hollywood International Airport (the “Airport”), located in Broward County, Florida.

WHEREAS, County and LLC entered into that certain Fuel System Lease Agreement dated June 12, 2012 (as amended and modified, the “Lease”), pursuant to which, among other things, LLC leases from the County and operates the Fuel System (as such term is defined in the Lease) located at the Airport including, without limitation, the fuel farm and hydrant system.

WHEREAS, in order to provide financing from time to time for certain projects, improvements and operations at the Airport, LLC is entering into a certain Trust Indenture dated on or about the date hereof (as amended, modified and restated from time to time, the “Trust Indenture”) with Wilmington Trust, National Association, not in its individual capacity but solely as Indenture Trustee (the “Indenture Trustee”) pursuant to which, among other things, LLC may issue one or more series of senior secured notes (the “Notes” and together with any other documents pursuant to which the Notes are issued and secured, the “Note Documents”).

WHEREAS, as security for LLC’s obligations under and as a condition precedent to entering into the Note Documents, the Indenture Trustee and the purchasers of the Notes require LLC to execute and deliver a Security and Collateral Agreement in the form attached to this Consent as **Exhibit A** (the “Security Agreement”) pursuant to which, among other things, LLC will grant to the Indenture Trustee a security interest in LLC’s right, title and interest in, to and under the Interline Agreement (as such term is defined in the Lease).

WHEREAS, the Lease requires that County consent to LLC granting a lien or security interest in the Interline Agreement.

WHEREAS, County is willing to consent to LLC granting a lien and security interest in the Interline Agreement for the benefit of the Indenture Trustee and entering into the Security Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Consent to Security Agreement. Subject to the provisions of this Consent, County hereby consents to the Security Agreement and the grant by LLC, in favor of the Indenture

Trustee, of a lien and security interest in all of LLC's right, title and interest in, to and under the collateral described in the Security Agreement including, without limitation, LLC's right, title and interest in, to and under the Interline Agreement.

2. No Modification, Waiver or Release. Except as set forth in Section 1 of this Consent: (a) this Consent shall not be construed in any manner to modify, waive or affect any of the provisions of the Lease, or to waive any breach or default by LLC under the Lease; and (b) LLC shall not be released from, and LLC shall be and remain liable for, the performance and observance of any and all of its obligations under Lease, including, without limitation, the payment of rent and any other sums now or hereafter due under the Lease. Notwithstanding any provision of the Security Agreement to the contrary, County hereby rejects and LLC does not assert, and will not assert, any provision in any Security Agreement, or in any amendments, renewals or extensions thereof, if any, which give a greater right to the Indenture Trustee, Contracting Airlines, or Operator than the LLC has under the Lease. In addition. County rejects and LLC does not assert, and will not assert, any provision in the Security Agreement or in any amendments, renewals, or extensions thereof, if any, which purports to give Indenture Trustee, LLC, Contracting Airlines, or Operator a right or interest in the Premises independent of or greater than granted in the Lease. In giving its consent, County does not in any manner adopt, accept, or approve the terms of the Security Agreement, as they may be amended, renewed, or extended. LLC shall remain liable to County for all rights and obligations contained in the Lease, notwithstanding any provision in the Security Agreement, as it may be amended, renewed, or extended to the contrary.

3. Miscellaneous.

a. This Consent may not be changed or terminated orally or in any manner other than by a written agreement signed by County and LLC and consented to in writing by the Indenture Trustee.

b. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Lease.

c. The paragraph headings appearing herein are for purposes of convenience only and are not deemed to be part of this Consent.

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 agreement 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, LLC and County hereby expressly waive any rights either 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 the other 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 party in contesting the request for jury trial, and such amounts shall be awarded by the court in adjudicating the motion.

d. This Consent may be executed in counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, but all such counterparts shall together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Consent: 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 _____, 2021, and Fort Lauderdale Fuel Facilities LLC, signing by and through its _____ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

Mayor

___ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

Sharon V.
By Thorsen 
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

CONSENT TO SECURITY AGREEMENT BETWEEN BROWARD COUNTY AND FT. LAUDERDALE FUEL FACILITIES LLC

FT. LAUDERDALE FUEL FACILITIES LLC

WITNESSES:

Stacy Cruz
Signature
Stacy Cruz
Print Name of Witness above

Anthony P. Satrine
Signature
Anthony P. Satrine
Print Name of Witness above

By: *Thomas J. McCartin*
Authorized Signor

Thomas J. McCartin - Chairman
Print Name and Title

18 day of March, 2021

STATE OF Colorado)
)
COUNTY OF Denver)

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 18 day of August, 2021, by Thomas McCartin, Chairman of Ft. Lauderdale Fuel Facilities LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me or has produced Driver's License (type of identification) as identification.

Hong Liu
Signature of Notary Public

(NOTARY SEAL)



HONG Liu
Print, Type or Stamp Name of Notary

EXHIBIT A

Security and Collateral Agreement

(See Attached)

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