

CONSENT TO ASSIGNMENT

The parties to this Consent to Assignment (the "Agreement") are CITY OF POMPANO BEACH, a municipal corporation of the State of Florida (the "Landlord"), PG'S ON THE GREEN, INC., a Florida corporation (the "Assignor"), and GLR GROUP, LLC, a Florida limited liability company (the "Assignee") who, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Background.

1.1 Assignor and Landlord entered into that certain Lease/Concession Agreement dated January 11, 2005 (the "Lease") as to 1103 N Federal Hwy, Pompano Beach, FL 33062, (the "Premises").

1.2 The Lease has been amended by those Agreements dated November 9, 2009 (the "First Amendment") and March 9, 2009 (the "Second Amendment").

1.2 Assignor has sold and/or transferred its business in favor of the Assignee and thereby has effectively assigned its interest under the Lease to Assignee by instrument (the "Assignment") with an effective date of _____, 2016 (the "Effective Date").

1.3 Assignor and Assignee have requested that the Landlord consent to the Assignment of the Lease, as amended, to Assignee.

2. Definitions. Capitalized terms used but not defined in this Agreement shall have the same definitions given to them in the Lease unless the context clearly indicates a contrary intent. For purposes of this Agreement, the term "Date of this Agreement" shall mean the date on which this Agreement is executed by the last one of the parties to do so.

3. Consent to Assignment. Landlord consents to the assignment of the Lease by Assignor to Assignee. This consent does not constitute approval of, nor agreement with, any of the provisions of the Assignment by Landlord. In addition, nothing contained in this Agreement or the Assignment shall be construed as amending the Lease in any respect, except as expressly set forth in Paragraph 6 below. Any purported modifications to the Lease contained in this Assignment will affect the rights and obligations between the Assignor and Assignee only and shall not be binding on Landlord. Assignor and Assignee specifically acknowledge that Landlord is not a party to the Assignment.

4. Tenant's Notice Address. After the Effective Date, all notices to the Tenant under the Lease shall be sent to Assignee 330 SE 10th Street, Pompano Beach, FL 33060.

5. Landlord's Notice Address. After the Effective Date, all notices to Landlord under the Lease shall be sent to CITY OF POMPANO BEACH, c/o City Manager, Post Office Drawer 1300, Pompano Beach, FL 33061.

6. Permitted Use. No changes to current Lease.

7. Conditions to Consent. Landlord's consent to the assignment of the Lease is conditioned upon the Assignor and Assignee paying at the closing of the sale of Assignor's business all outstanding

obligations of the Assignor as of the date of the Assignment, including, but not limited to, all rent and other charges due under the Lease, federal withholding taxes, state sales and personal property taxes, attorneys fees and court costs, and any and all debts and obligations of the Assignors business. Assignor and Assignee agree to hold Landlord harmless from and against any and all obligations of Assignor which are outstanding as of the date of the Assignment or thereafter and to indemnify Landlord against any liability arising out of such obligations.

8. Warranties and Representations. Assignor and Assignee warrant and represent to Landlord the following:

8.1 The Lease is binding and enforceable upon the Assignor and Assignee and nothing done under the Assignment or this Agreement shall affect the liability of Assignor or Assignee under the Lease.

8.2 Landlord is in full and complete compliance with all of its obligations under the Lease.

8.3 The Lease, as described above, has not been otherwise amended or modified, either orally or in writing, and represents the entire agreement between Landlord and Assignor and Assignee as to the Premises.

8.4 Neither Assignor or Assignee, on the one hand, nor Landlord, on the other, is in default under the Lease, and no state of facts exist which, but for the giving of notice or the passage of time, or both, would be a default by any party under the Lease. The Tenant under the Lease is not entitled to any credit, offset, or reduction in rent or other charges due or to become due under the Lease for any reason whatsoever. Assignor and Assignee have no defenses to the enforcement of the Lease by Landlord, and there exists no claims or potential claims by Assignor or Assignee against the Landlord.

8.5 Neither the Lease nor any rights of the Tenant under the Lease have been previously assigned by Assignor. The Premises have not been sublet by Assignor or Assignee. No person or entity other than Assignee is entitled to possess, use or occupy the Premises under any license, concession, or other agreement, whether oral or written. Neither the Tenant's estate under the Lease nor any of its rights under the Lease have been mortgaged or pledged.

9. Security Deposit. All rights to any security deposit under the Lease have been transferred to the Assignee and Landlord may deal with Assignee alone as to the Security Deposit.

10. No Release. This Agreement shall not be deemed to release or discharge, in any manner, the liability of Assignor, as Tenant, under the Lease, nor any guarantors of the Lease, and their respective liabilities shall remain in full force and effect and to the same extent as existed prior to this Agreement.

11. Joint and Several Liability. Assignor and Assignee shall be jointly and severally liable for performance of all of the obligations of the Tenant under the Lease.

12. Further Assignment and Subletting. This Agreement shall not be construed as permitting any further assignment of the Lease or subletting of the Premises except in strict accordance with the terms of the Lease.

13. **Assignee's Agreement.** Assignee confirms that it has read and is fully familiar with the terms of the Lease. Assignee assumes all of the obligations of Assignor under the Lease and shall fully comply with all terms and conditions of the Lease to be performed by the Tenant under the Lease.

14. **Continuing Liability.** The joint and several liability of Assignor and Assignee and any immediate and remote successor in interest of Assignor or Assignee (by assignment or otherwise), and the due performance of the obligations of the Lease on the Tenant's part to be performed or observed, shall not in any way be discharged, released or impaired by an i) agreement which modifies any of the rights or obligations of the parties under the Lease, ii) stipulation which extends the term within which an obligation under the Lease is to be performed, iii) waiver of the performance of an obligation required under the Lease, or iv) failure to enforce any of the obligations set forth in the Lease.

15. **Integration.** This Agreement constitutes the entire agreement of the parties concerning the transactions contemplated by this Agreement. All prior understandings and agreements between the parties concerning these matters are merged into this Agreement, which alone fully and completely expresses their understanding.

16. **Enforcement Costs.** If any party commences, engages in, or threatens to commence or engage in any suit, action or other proceeding, including arbitration or bankruptcy, against any other party, arising out of or in any manner relating to this Agreement, including without limitation, (i) the enforcement or interpretation of any party's rights or obligations under this Agreement (whether in contract, tort or both), or (ii) the declaration of any rights or obligations under this Agreement, the successful or prevailing party or parties, as determined by the court or arbitrator, shall be entitled to recover from the losing party or parties, as determined by the court or arbitrator, reasonable attorneys' fees and disbursements (including disbursements which would not otherwise be taxable as costs in the proceeding) and expert witness fees. All references in this Agreement to attorneys' fees shall be deemed to include all legal assistants', paralegal's and law clerks' fees and shall include all fees incurred through all post-judgment and appellate levels and in connection with the collection, arbitration and bankruptcy proceedings.

17. **Binding Effect.** All covenants, agreements, warranties, and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

18. **Governing Law and Jurisdiction.** This Agreement and all transactions contemplated by this Agreement shall be governed and construed and enforced in accordance with the internal laws of the State of Florida without regard to principles of conflicts of laws. The parties hereto agree that venue for any litigation relating to this Agreement shall be in Broward County, Florida.

19. **Headings and Captions.** The paragraph headings or captions appearing in this Agreement are for convenience only, and are not part of this Agreement and are not to be considered in interpreting this Agreement. The capitalized terms hereof shall have the meanings provided herein unless expressly stated to the contrary.

20. **Counterparts.** This Agreement may be executed in several separate counterparts, each of which shall be deemed an original and all of such counterparts together shall constitute one and the same instrument.

21. **Severability.** If any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby.

22. **Construction of Language.** Whenever used herein, the singular number shall include the plural and the plural number shall include the singular, and use of any gender shall include all genders. This Agreement shall be deemed to have been prepared by each of the parties and there shall be no canon of construction applied hereto for or against any party by reason of the preparation hereof.

23. **Amendment.** This Agreement may not be amended except by a further agreement in writing duly executed by each of the parties to this Agreement.

24. **Public Records.**

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date of this Agreement.

“CITY”

Witnesses:

Landlord: CITY OF POMPANO BEACH

Print:

By: _____
LAMAR FISHER, MAYOR

Print:

By: DENNIS W. BEACH, CITY MANAGER

Attest:

(SEAL)

ASCELETA HAMMOND
CITY CLERK

Approved As To Form:

MARK E. BERMAN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 2016 by LAMAR FISHER as Mayor, DENNIS W. BEACH as City Manager and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"ASSIGNOR"

Assignor: PG'S ON THE GREEN, INC., a Florida corporation

Troy L. Carelli

Print:

T. L. Carelli

Print:

By: Grant P. Galuppi
Its: President
Date:



STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this 31 day of OCTOBER, 2016 by Grant P. Galuppi, as President of PG's on the Green, Inc., a Florida corporation, on behalf of the corporation and who is personally known to me or who produced as identification..


NOTARY PUBLIC, STATE OF FLORIDA

Diane Kurtz
(Name of Acknowledger Typed, Printed or Stamped)

FF089044

Commission Number

"ASSIGNEE"

Assignee: GLR GROUP, LLC, a Florida limited liability company

Gregory Gilman

Print:

Gregory Gilman

Print:

Alexis Thorle

Print:

Alexis Thorle

Print:

Lauren Galuppi

By: Lauren Galuppi

Its: Manager

Date:

Laura A. Galuppi

By: Laura Galuppi

Its: Manager

Date:

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this 31 day of
October, 2016 by Lauren Galuppi and Lauren Galuppi, as Managers of GLR Group,
LLC, a Florida limited liability company and who are personally known to me or who have produced
as identification..

Diane Kurtz

NOTARY PUBLIC, STATE OF FLORIDA

Diane Kurtz

(Name of Acknowledger Typed, Printed or Stamped)

FF 089044

Commission Number



GUARANTY OF PAYMENT AND PERFORMANCE

FOR VALUE RECEIVED and in consideration for, and as inducement to, Lessor making the within Lease with Lessee, the undersigned hereby unconditionally guarantees to Lessor, its successors and assigns, for the entire term of the Lease Agreement (that this Guaranty of Payment and Performance is attached to a made a part hereof, including any and all renewal, modifications, amendments and/or extensions), the full payment, performance, and/or observance of all the covenants, conditions and agreements therein provided to be performed and observed by Lessee, without requiring any notice of non-payment, non-performance or non-observance, or proof, or notice, or demand, whereby to charge the undersigned therefor, or first seeking redress from the Lessee, all of which the undersigned hereby expressly waives and expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no wise be terminated, affected, or impaired for reason of the assertion by Lessor against Lessee of any of the rights or remedies reserved to Lessor pursuant to the provisions of the within Lease. The undersigned Guarantor further covenants and agrees that this Guaranty shall remain and continue in full force and effect as to any modification, or amendment to this Lease. As further inducement to Lessor to make this Lease and in consideration thereof, Lessor and the undersigned covenant agree that, in any action or proceeding brought by either Lessor or the undersigned against the other in any matters whatsoever arising out of, under or by virtue of the terms of this Lease or of this Guaranty, that Lessor and the undersigned does hereby waive trial by jury. If Lessor employs counsel to enforce this Guaranty, by suit or otherwise, Guarantor will reimburse Lessor, upon demand, for all expenses incurred in connection therewith (including, without limitation, reasonable attorneys' fees and fees on appeal) whether or not suit is actually instituted.

WITNESSES:

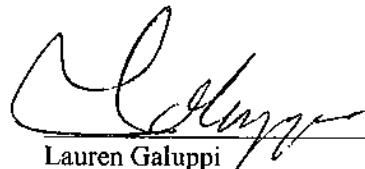
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Dated: October 31, 2016.



Lauren Galuppi
GUARANTOR



Laura Galuppi
GUARANTOR

RADON GAS NOTIFICATION

Pursuant to Florida Statute, §404.056(8), notification is required to be given to the purchase and sale of any building, or execution of a rental agreement for any building. The notification is as follows:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health unit.

I hereby acknowledge receipt of the "Radon Gas Notification" as required by Florida Statute.

GLR GROUP, LLC, a Florida limited
liability company

Print:

Print:

Print:

Print:

By: Lauren Galuppi

Its: Manager

Date:

By: Laura Galuppi

Its: Manager

Date: