

**CONSENT TO ASSIGNMENT, ASSUMPTION AND AMENDMENT OF
SUBLEASE AGREEMENT**

This Consent to Assignment, Assumption and Amendment of Sublease Agreement (this "Consent") is executed by the GREATER ORLANDO AVIATION AUTHORITY, a public and governmental body existing under the laws of the State of Florida (the "Aviation Authority") regarding the assignment, assumption and amendment of a sublease between Oceanside Daytona Limited Partnership (Lessee) and 407 Nail Salon LLC (the "Tenant/Assignor") to Polish and Lash, LLC, a Florida limited liability company (Assignee) for space identified in the sublease referenced below.

WHEREAS, pursuant to an Amended and Restated Operation and Use Agreement dated August 31, 2015, with the City of Orlando, as amended, the Authority controls, operates and maintains an airport in Orange County, Florida known as Orlando Executive Airport (the "Airport");

WHEREAS, by that certain Orlando Executive Airport Lease Agreement dated September 12, 1985, as subsequently amended and assigned executed by Lessee's predecessors in interest, (the "Lease"), Lessee leases certain property at the Airport;

WHEREAS, under the terms of the Lease, the Aviation Authority has the right to consent or refuse to consent to certain proposed subleases and assignments of subleases;

WHEREAS, Lessee entered into that certain sublease agreement dated January 31, 2019 which was subsequently assigned to Tenant/Assignor (the "Sublease");

WHEREAS, Lessee and Tenant/Assignor desire to further assign the Sublease to Assignee;

WHEREAS, Lessee has requested the Aviation Authority's approval of the assignment, assumption and amendment of the Sublease by Assignee, in the form attached as Exhibit A; and

WHEREAS, the Aviation Authority finds the information presented by Lessee to warrant the Aviation Authority's consent to assignment, assumption and amendment of the Sublease.

NOW. THEREFORE, in reliance upon the accuracy of the information submitted by Lessee, the Aviation Authority consents as follows:

1. Upon signing below, the Aviation Authority consents to the assignment, assumption and amendment of the Sublease on the terms and conditions presented by Lessee to the Aviation Authority for the premises identified in the Sublease.

2. This Consent is conditioned upon Assignee's interest in the Sublease and all rights and limitations of the Assignee thereunder, including but not limited to any right to extend the term of the Sublease, hereby are declared to be subject to and subordinate to the Lease and the rights of the Aviation Authority thereunder, as may be amended.

3. This Consent is also conditioned upon Lessee satisfying and continuing to satisfy all terms and conditions under the Lease, as may be amended. This Consent notwithstanding, the Aviation Authority does not waive any terms or conditions of the Lease, the terms and conditions thereof remaining in full force and effect.

In witness whereof, the Aviation Authority has executed this Consent to Assignment, Assumption and Amendment of Sublease Agreement.


Anna Farmer
Assistant Secretary
Apr 28 2023 4:46 PM

Attest: _____
Anna Farmer
Manager, Board Services

GREATER ORLANDO AVIATION AUTHORITY


Kathleen Sharman
Chief Financial Officer
CEO Designee
Apr 28 2023 4:23 PM

By: _____
Kevin J. Thibault, P.E., FASCE
Chief Executive Officer

APPROVED AS TO FORM AND LEGALITY
for the use and the reliance of the
Greater Orlando Aviation Authority, only,
on this 25th day of April, 2023.
Rumberger, Kirk & Caldwell, P.A.

By: 

David C. Willis

EXHIBIT A

**ASSIGNMENT AND FIRST AMENDMENT TO SHOPPING CENTER LEASE
AGREEMENT**

This agreement is entered into and made effective on the date of execution, between 407 Nail Salon, LLC, with mailing address 3109 Mattson Drive, Orlando, FL 32825 and 160 Dark Hollow Drive, Lexington, SC 29073 ("Assignor") and Polish & Lash, LLC with mailing addresses 4984 E Colonial Drive, Suite A, Orlando, FL 32803 ("Assignee") and approved by Oceanside Daytona Limited Partnership, ("Landlord").

For value received, Assignor assigns all of Assignor's right, title and interest in and to the Lease between Assignor/Tenant and Oceanside Daytona Limited Partnership, originally effective on or about the January 31, 2019, and including all subsequent modifications, and extensions thereto (all collectively referred to as "Lease" and whereby Exhibit "A" supersedes any contradictory terms as stated in the original lease, modifications, and extensions thereto). Such Assignment to begin on 4/19/2023, (the "Assignment Date"), to Assignee, the Leased Premises 4984 A E. Colonial Drive, Orlando, FL 32803 to be used and operation of a Nail Salon & Spa and for no other use whatsoever.

In consideration of Landlord's consent to this assignment, Assignor and Assignee guarantees the performance of all covenants, agreements and conditions contained in the Lease, on the part of Assignee to be performed through the 31st day of March 2029, plus any renewal option periods thereafter. In consideration for Landlord's approval of this Assignment, Assignee has executed the personal guarantee attached hereto as Exhibit "A."

Lease Amendment.

- a) **Term.** The term of the Lease is hereby extended for a period of sixty (60) months commencing April 1, 2024 and terminating at midnight on March 31, 2029 (hereinafter the "Extended Term"), subject to all terms, covenants and conditions as set forth in the Lease, except as specifically amended herein.
- b) **Minimum Rent.** Commencing on the first day of the Extended Term, Landlord and Tenant hereby acknowledge and confirm the Minimum Rent as stated in the Lease is changed to the following:

Term	Monthly Minimum Rent	Annual Minimum Rent
April 1, 2024 – March 31, 2025	\$2,639.52	\$31,674.24
April 1, 2025 – March 31, 2026	\$2,718.70	\$32,624.40
April 1, 2026 – March 31, 2027	\$2,800.26	\$33,603.12
April 1, 2027 – March 31, 2028	\$2,884.27	\$34,611.24
April 1, 2028 – March 31, 2029	\$2,970.80	\$35,649.60

In addition to said Minimum Rent, Tenant shall during the Extended Term pay Landlord all the other monies payable by Tenant to Landlord under the Lease, as amended by this First Amendment. The Lease shall be interpreted and construed just as if, and to the extent that, the original term of the Lease included the Extended Term, unless specifically provided otherwise in this Assignment and First Amendment to Shopping Center Lease Agreement.

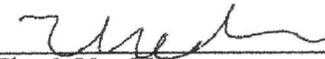
Each party to this Assignment and First Amendment to Shopping Center Lease Agreement has caused it to be executed on the date indicated below.

ASSIGNOR: 407 Nail Salon, LLC

ASSIGNEE: Polish & Lash, LLC

By: 
Print: Vinh Thanh Vo
Date: 04-03-2023

By: 
Print: Cau Chan La
Date: 04-03-2023

By: 
Print: Thanh Van Nguyen
Date: 04-03-2023

By: 
Print: Tuyet Hoa Luu
Date: 04-03-2023

LANDLORD: Oceanside Daytona Limited Partnership

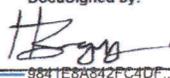
By: 
Print: Hunter Briggs
Date: 4/19/2023

EXHIBIT "A"

PERSONAL GUARANTY

1. The Guarantor agrees to make the due and punctual payment of all rent and other charges payable by the Tenant under the Lease; to promptly and completely perform all of the other terms, provisos, covenants and agreements on the part of the Tenant contained in the Lease; and to indemnify the Landlord from any loss, costs or damages arising out of any failure to pay rent or other charges under the Lease or the failure of the Tenant to perform any of the terms, provisos, covenants and agreements contained in the Lease.

2. This Guaranty is absolute and unconditional and the obligation of the Guarantor will not be released by, or any way affected by: (i) any extensions of time; (ii) indulgences or modifications which the Landlord may extend to or make with the Tenant under the Lease; (iii) any waiver by or failure of the Landlord to enforce any provision of the Lease; (iv) any assignment of the Lease by the Tenant or by any trustee, receiver or liquidator; or (v) by any consent which the Landlord may give to any assignment.

3. The Guarantor waives any rights to require the Landlord to proceed against the Tenant, or pursue any rights or remedies under the Lease, or proceed against any security of the Tenant held by the Landlord, or to pursue any other remedy within the power of the Landlord.

4. The Guarantor waives notice of the acceptance of this Guaranty and any notice of non-performance, non-payment or non-observance on the part of the Tenant of the terms, provisos, covenants and agreements in the Lease.

5. The liability of the Guarantor will not be considered to be waived or in any way released by reason of the release or discharge of the Tenant under the Lease in any receivership, bankruptcy, winding-up or other creditors' proceedings or the rejection or disclaimer of the Lease in any such proceeding. This Guaranty of Lease shall continue unabated for the balance of the Lease Term.

6. No action brought under this Guaranty and no recovery under this Guaranty shall act as a bar or defense to any further action which might be brought under this Guaranty by reason of any further default under the terms of the Lease.

7. No modification of this Guaranty shall be effective unless made in writing, properly executed by the Guarantor and the Landlord.

8. The Guarantor shall be bound by this Guaranty in the same manner as through it were the Tenant named in the Lease.

9. All of the terms and conditions of this Guaranty shall extend to and be binding on the Guarantor, its successors and assigns, and shall inure to the benefit of and may be enforced by the Landlord and its successors in interest and assigns, as well as successors in title to the property on which the leased premises are located, including, without limitation, any mortgagee of all or any part of such property.

10. Guarantor shall have no rights of subrogation against Tenant arising from any payment or performance by Guarantor hereunder until all obligations of Tenant to Landlord under the Lease have been satisfied and the Lease has expired or been terminated by Landlord.

Dated this 03 day of April, 2023.

Guarantor(s):

[Signature]
Vinh Thanh Vo

State of Florida

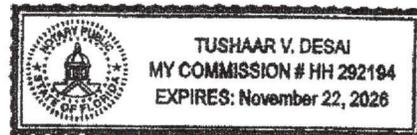
County of Orange

I certify that I know or have satisfactory evidence that VINH THANH VO is the person who appeared before me this 03 day of April, 2023, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposed mentioned in the instrument.

IN WITNESS WHEREOF, I hereby set my hand and official seal.

Notary Public [Signature]

My Commission Expires: November 22, 2026



[Signature]
Thanh Van Nguyen

State of Florida

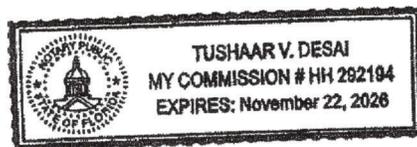
County of Orange

I certify that I know or have satisfactory evidence that THANH VAN NGUYEN is the person who appeared before me this 03 day of April, 2023, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposed mentioned in the instrument.

IN WITNESS WHEREOF, I hereby set my hand and official seal.

Notary Public [Signature]

My Commission Expires: November 22, 2026



Signatures continued on next page.

Guarantor(s):

[Signature]
Cau Chan La

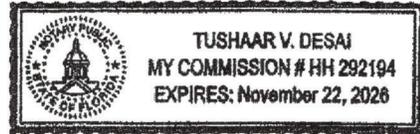
State of Florida
County of Orange

I certify that I know or have satisfactory evidence that CAU CHAN LA is the person who appeared before me this 13 day of April, 2023, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposed mentioned in the instrument.

IN WITNESS WHEREOF, I hereby set my hand and official seal.

Notary Public [Signature]

My Commission Expires: November 22, 2026



Guarantor(s):

[Signature]
Tuyet Hoai Luu

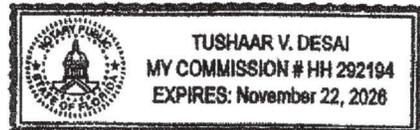
State of Florida
County of Orange

I certify that I know or have satisfactory evidence that TUYET HOAI LUU is the person who appeared before me this 13 day of April, 2023, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposed mentioned in the instrument.

IN WITNESS WHEREOF, I hereby set my hand and official seal.

Notary Public [Signature]

My Commission Expires: November 22, 2026



From: [Anna Farmer](#)
To: [Directors and Aides; GOAA Designees](#)
Cc: [Eliot Martinez Fraticelli; James Knusalla](#)
Subject: Designee for Chief Executive Officer April 22 - May 14
Date: Wednesday, April 19, 2023 5:29:46 PM

Please be advised that Mr. Kevin Thibault, Chief Executive Officer, will be out of the office Saturday, April 22, 2023 thru Sunday, May 14, 2023. Ms. Kathleen Sharman, Chief Financial Officer, will be his designee Saturday, April 22nd thru Wednesday, May 3rd. Ms. Sharman can be reached at kathleen.sharman@goaa.org or 407-825-2043.

Mr. Tom Draper, Chief of Operations, will be his designee Thursday, May 4th thru Sunday, May 14th. Mr. Draper can be reached at tdraper@goaa.org or (407) 825-3021.

Please continue to use the signature process in place. Thank you.

Anna Farmer

Manager, Board Services
Exe. Asst. to the CEO
One Jeff Fuqua Boulevard
Orlando, FL 32827
Phone: 407-825-2032
Email: anna.farmer@goaa.org
Website: www.orlandoairports.net