

CONSENT TO LEASE

This Consent to Lease (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 lease between ARC CLORLFL001, LLC, a Delaware limited liability company ("Landlord") and VOLCANO 50, LLC, a Florida limited liability company ("Tenant") for space identified in the lease 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 Aviation Authority controls, operates and maintains an airport in Orange County, Florida known as Orlando Executive Airport (the "Airport");

WHEREAS, by that certain Shopping Center Lease between Landlord and Tenant, which is attached hereto as Exhibit A ("Lease"), Landlord intends to lease certain property at the Airport;

WHEREAS, under the terms of that certain Ground Lease¹, the Aviation Authority has the right to consent or refuse to consent to the Lease;

WHEREAS, Landlord has requested the Aviation Authority's approval of the Lease; and

WHEREAS, the Aviation Authority finds the information presented by Landlord to warrant the Aviation Authority's consent to the Lease.

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


1. Upon signing below, the Aviation Authority consents to the Lease on the terms and conditions presented by Landlord to the Aviation Authority for the premises identified in the Lease.
2. This Consent is conditioned upon Lessee's interest in the Lease and all rights and limitations of the Lessee thereunder, including but not limited to any right to extend the term of the Lease, being subject to and subordinate to the Ground Lease and the rights of the Aviation Authority thereunder, as may be amended.
3. This Consent is conditioned upon Landlord satisfying and continuing to satisfy all terms and conditions under the Ground Lease, as may be amended. This Consent notwithstanding, the Aviation Authority does not waive any terms or conditions of the Gound Lease, the terms and conditions thereof remaining in full force and effect.



[Signatures appear on the following page.]

¹ All references to the "Ground Lease" in this Consent shall refer to the Ground Lease as defined in Section 27.33 of the Lease.

In witness whereof, the Aviation Authority has executed this Consent to Lease.

GREATER ORLANDO AVIATION AUTHORITY

Attest: 
Anna Farmer
Manager, Board Services

 Kevin Thibault
Chief Executive Officer
Mar 7 2023 4:42 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 28th day of February, 2023.
Rumberger, Kirk & Caldwell, P.A.

By: 
_____ David C. Willis

EXHIBIT A

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