

Prepared By:  
Brian C. Hickey, Esquire  
Nason, Yeager, Gerson, Harris & Fumero, P.A.  
3001 PGA Boulevard, Suite 305  
Palm Beach Gardens, Florida 33410

Return To:  
Milos Markovic, Esquire  
Greenberg Traurig, LLP  
77 West Wacker Drive, Suite 3100  
Chicago, Illinois 60601

**ASSIGNMENT AND ASSUMPTION OF LEASE**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the "Agreement"), is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date"), by and between **STATESIDE CAPITAL GROUP INC.**, a Florida corporation (the "Assignor"), and **OZ REALTY (BLUE HERON LOGISTICS CENTER FLORIDA) LIMITED PARTNERSHIP**, a Delaware limited partnership (the "Assignee").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Lease Agreement dated May 25, 1982 (the "Lease"), between CITY OF RIVIERA BEACH, a municipal corporation organized and existing under the laws of the State of Florida (the "Landlord"), and SOLITRON DEVICES, INC., a Delaware corporation ("Solitron"), recorded in Official Records Book 3745, Page 642, of the Public Records of Palm Beach County, Florida, the Landlord leased to Solitron, and Solitron leased from the Landlord, all of that real property which is described therein and on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Premises"); and

WHEREAS, pursuant to that certain Assignment and Assumption of Lease dated February 2, 1994, between Solitron and FNB PROPERTIES, INC., a Florida corporation ("FNB"), as recorded in Official Records Book 8134, Page 1882, of the Public Records of Palm Beach County, Florida, Solitron assigned to FNB, and FNB assumed from Solitron, all of Solitron's leasehold estate, right, title and interest under the Lease ("Assignment 1"); and

WHEREAS, pursuant to that certain Assignment and Assumption of Lease dated September 18, 1996, between FNB and the Assignor, as recorded in Official Records Book 9448, Page 104, of the Public Records of Palm Beach County, Florida, FNB assigned to the Assignor, and the Assignor assumed from FNB, all of FNB's leasehold estate, right, title and interest under the Lease ("Assignment 2"); and

WHEREAS, pursuant to that certain Consent to Assignments of Lease dated September 20, 1993, as recorded in Official Records Book 8134, Page 1894, of the Public Records of Palm Beach County, Florida, the Landlord consented to Assignment 1 and Assignment 2; and

WHEREAS, the Assignor desires to assign to the Assignee all of the Assignor's leasehold estate, right, title and interest under the Lease, and the Assignee desires to have the Assignor make such assignment to the Assignee, all on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, IN CONSIDERATION of the entry into this Agreement by the parties hereto, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party hereto, the parties hereto hereby agree as follows:

Section 1. Assignment and Assumption of Lease.

1.1. Assignment. The Assignor hereby assigns to the Assignee as of the Effective Date, all of the Assignor's leasehold estate, right, title and interest under the Lease.

1.2. Assumption. The Assignee hereby (a) assumes all of the Assignor's leasehold estate, right, title and interest under the Lease, as of the Effective Date, and (b) agrees to perform all of the obligations and satisfy all of the conditions to be performed or satisfied by the Lessee under the Lease, which arise or accrue from and after the Effective Date.

1.3. No Representations or Warranties. Assignee expressly acknowledges and agrees that this Agreement is made without any representations or warranties of any kind by Assignor.

Section 2. General.

2.1 Complete Understanding. This Agreement represents the complete understanding among the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, guaranties, warranties, promises, statements or agreements, either written or oral, among the parties hereto as to the same

2.2 Counterparts. This Agreement may be executed in counterparts by the parties hereto. Each executed counterpart shall be deemed an original Agreement and, together with the other executed counterpart originals, shall be deemed one fully, executed Agreement

2.3 Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns hereunder.

***[SIGNATURE PAGES FOLLOW]***

[ASSIGNOR SIGNATURE PAGE]

IN WITNESS WHEREOF, Assignor has executed and ensealed this Agreement or caused it to be executed and ensealed on its behalf by its duly authorized representative, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

STATESIDE CAPITAL GROUP INC.,  
a Florida corporation

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Norman S. Weinstein  
Title: President

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF PALM BEACH         )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by Norman S. Weinstein, as President of STATESIDE CAPITAL GROUP INC., a Florida corporation, on behalf of the corporation,  who is personally known to me OR  who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Notary Name  
NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires:

[ASSIGNEE SIGNATURE PAGE]

IN WITNESS WHEREOF, Assignee has executed and ensealed this Agreement or caused it to be executed and ensealed on its behalf by its duly authorized representative, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

OZ REALTY (BLUE HERON LOGISTICS  
CENTER FLORIDA) LIMITED  
PARTNERSHIP, a Delaware limited  
partnership

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: Blue Heron Logistics Center Florida  
GP LLC, a Delaware limited liability  
company, its general partner

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Authorized Signatory

STATE OF TEXAS                    )  
  ) SS:  
COUNTY OF DALLAS            )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as Authorized Signatory of Blue Heron Logistics Center Florida GP LLC, a Delaware limited liability company, as the general partner of Oz Realty (Blue Heron Logistics Center Florida) Limited Partnership, a Delaware limited partnership, on behalf of said limited partnership,  who is personally known to me OR  who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Notary Name  
NOTARY PUBLIC  
State of Texas  
My Commission Expires:

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

The South 455.63 feet of the following described parcel:

Beginning at the southeasterly corner of that part of the parcel of land lying and being in the Northwest quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 32, Township 42 South, Range 43 East, shown as "NOT INCLUDED" on Plat No. 2, Lewis Terminals, recorded in Plat Book 27, Pages 42, 43 and 44, Public Records of Palm Beach County, Florida; thence northerly along the easterly line of said "NOT INCLUDED" parcel, a distance of 1075.33 feet (1075.08 feet Deed), more or less, to a point in the Southerly right of way line of Blue Heron Boulevard according to the right of way thereof recorded in Road Plat Book 2, Page 172; thence easterly along said right of way line a distance of 60 feet; thence southerly at right angles and parallel to the easterly line of said "NOT INCLUDED" parcel, a distance of 1075.33 feet to a point in the easterly extension of the southerly line of said "NOT INCLUDED" parcel; thence Westerly along said extension, a distance of 60 feet to the Point of Beginning.