

CONSENT TO ASSIGNMENT AND ASSUMPTION CONTRACT

Hillsborough County Aviation Authority (Authority) hereby consents to the transaction as set forth in this Assignment and Assumption Contract and hereby agrees to release and discharge Assignor from any further obligation or liability under the Contracts and to look solely to Assignee as the responsible party under the Contracts for all liabilities or obligations arising after the Effective Date of the Assignment and Assumption Contract, as set forth therein. Assignor will not be released from any liability or obligation accruing prior to the Effective Date. This consent will not operate as a waiver of any prohibition against further assignment or subletting, as provided in the Contract.

IN WITNESS WHEREOF, the party hereto has set their hands and corporate seal on this _____ day of _____, 2021.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST: _____
Jane Castor, Secretary

BY: _____
Robert I. Watkins, Vice Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS: _____
Signature

Printed Name

Approved as to form for legal sufficiency:

BY: _____
Michael Kamprath, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Robert I. Watkins, in the capacity of Vice Chairman of the Board of Directors, and Jane Castor, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

(Stamp or seal of Notary)

Signature of Notary

Type or print name of Notary

Date of Commission Expiration (if not on stamp or seal)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated the 28th day of Sept., 2021, is between BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, P.C., a professional corporation organized and existing under the laws of the State of Tennessee, having its principal place of business at 165 Madison Avenue, Suite 2000, Memphis, Tennessee, 38103 ("Assignor"), and Guilday Law, P.A., a professional association organized and existing under the laws of the State of Florida, having its principal place of business at 1983 Centre Pointe Boulevard, Suite 200, Tallahassee, Florida, 32308, ("Assignee").

WITNESSETH:

WHEREAS, on May 2, 2018 Assignor entered into a Contract for Special Legal Services with Hillsborough County Aviation Authority; as amended on July 16, 2018; as amended on November 1, 2018; as amended on May 7, 2020; and

WHEREAS, on August 5, 2021 Assignor entered into a Contract for Special Legal Services with Hillsborough County Aviation Authority, effective October 1, 2021 (collectively, "Contracts"); and

WHEREAS, the consent of Assignor and Assignee is required to effectuate this Assignment and Assumption Agreement; and

WHEREAS, Assignor warrants and represents the Contracts are in full force and effect and are fully assignable.

NOW, THEREFOR, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Contracts, effective as of August 23, 2021 ("Effective Date").
2. Assignee hereby assumes and agrees to be bound by and to perform all of the covenants, agreements, terms, obligations, responsibilities, provisions and conditions on the part of the Assignor under the Contracts to be kept, performed and observed from and after the Effective Date.
3. This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption Agreement as of the date and year first written above.

BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, P.C.
Assignor

By: Kelly Overstreet Johns

Title: Office Managing SH - TLH

Constance Alford Aldrich
Witness Signature

Leslie E. Terry
Witness Signature

Constance Alford Aldrich
Print Name
101 N. Monroe St #925
Tallahassee, FL 32301
Print Address

Leslie E. Terry
Print Name
101 N. Monroe Street #925
Tallahassee, FL 32301
Print Address

GUILDAY LAW, P.A.
Assignee

By: William Siebler

Title: Shareholder

M. Elizabeth Hokenmoller
Witness Signature

Samantha Wuschke
Witness Signature

M. Elizabeth Hokenmoller
Print Name
1983 Centre Pointe Blvd.
Tallahassee, FL 32308
Print Address

Samantha Wuschke
Print Name
1983 Centre Point
Bld, Tallahassee, FL 32308
Print Address

ASSIGNOR

The foregoing instrument was acknowledged before me this 28th day of September,
2021, by Kelly Overstreet Johns in the capacity of Office Managing SH - TLH
(Individual's Name) (Individual's Title)

at Baker Donelson a Professional Corporation,
(Name of organization or company, if any)

on its behalf. She N/A and has produced
(He is/She is) (Personally known to me / not personally known to me)

the following document of identification N/A

(Stamp or seal of Notary) Leslie E. Terry
Signature of Notary



Leslie E. Terry
Type or Print Name of Notary

ASSIGNEE

The foregoing instrument was acknowledged before me this 29th day of September,
2021, by William Sickler in the capacity of Shareholder
(Individual's Name) (Individual's Title)

at Breidleyham P.A. a Professional Association,
(Name of organization or company, if any)

on its behalf. he is personally known to me and has produced
(He is/She is) (Personally known to me / not personally known to me)

the following document of identification _____

(Stamp or seal of Notary) Emma E. Summers
Signature of Notary

Emma E. Summers
Type or Print Name of Notary

