

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT
(LOTS 22, 41 and 42)

THIS IS A CONSENT TO ASSIGNMENT OF LEASE AGREEMENT,
entered into on the 24th day of March, 2015, among:

CITY OF FORT LAUDERDALE, a municipal corporation of
the State of Florida, hereinafter referred to as "Lessor,"

and

CYPRESS EXECUTIVE ASSOCIATES LLC, a Delaware
limited liability company authorized to do business in Florida,
hereinafter referred to as "Assignor."

and

ICM (VII) CYPRESS LP, a Florida limited partnership,
hereinafter referred to as "Assignee,"

WHEREAS, pursuant to Resolution No. 15-67, adopted at its meeting of
March 17, 2015 the City Commission of the City of Fort Lauderdale authorized
the City Manager to enter into this Consent to Assignment of Lease Agreement; and

WHEREAS, Assignor is the Lessee of Lots 22, 41 and 42 at Fort
Lauderdale Executive Airport by virtue of a Lease Agreement dated May 6, 1993, which
was the result of a consolidation of three leases commencing in February 1983, and
thereafter amended on December 12, 1997; "Lease Agreement"); and

WHEREAS, Assignor wishes to assign the existing Lease Agreement; and

WHEREAS, the Lease Agreement provides that an assignment requires
the written consent of Lessor; and

WHEREAS, at its meeting of February 26, 2015, the City of Fort
Lauderdale Aviation Advisory Board recommended approval of this Consent to
Assignment of Lease Agreement;

In consideration of the mutual promises, covenants and agreements, and
other good and valuable consideration, the receipt and adequacy of which are hereby
acknowledged, the parties agree as follows:

1. The foregoing recitals are correct and are incorporated into this
Consent to Assignment of Lease Agreement.

2. Lessor does hereby consent to an assignment of the Lease Agreement from Assignor to Assignee.

3. Assignor and Assignee acknowledge and agree that the Lease Agreement shall control, despite any provision which is or may appear to be contrary in the assignment between Assignor and Assignee. Under no circumstances shall any consent provided in this consent document be construed to allow any subordination by any person of the fee simple title interest of Lessor in and to the premises leased.

4. By the consent and approval contained in this document, Lessor relies upon the representations of Assignor and Assignee that no other person, natural, corporate or otherwise, will be adversely affected by the consent and approval contained in this document. In the event of a claim by any such third person that Lessor's Consent to Assignment of Lease Agreement adversely affects any such person, Assignee agrees to indemnify and hold harmless Lessor completely from any such claim and shall provide Lessor a complete legal defense for any such claim, at no cost or expense whatsoever to Lessor.

5. The Assignor understands and agrees that its obligations under the Lease continue and do not expire or terminate as a result of this Consent to Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.


LESSOR:

CITY OF FORT LAUDERDALE

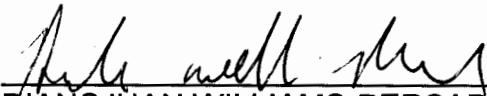
By 
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:


JONDA K. JOSEPH, City Clerk


Approved as to form:


DIANSJHAN WILLIAMS-PERSAD
Assistant City Attorney

ASSIGNOR:

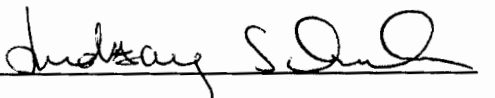
WITNESSES

Cypress Executive Associates LLC, a Delaware limited liability company authorized to do business in Florida, by its managing member



Matthew Lew
Print Name

P VI Cypress Executive LLC, a Delaware limited liability company authorized to do business in the Florida, by its managing member


Lindsay Schuckman
Print Name

~~TPF VI SUB LLC, a Delaware limited liability company by its authorized officer~~

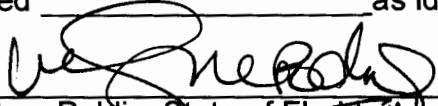
By: 
Print Name/Title: Peter Calatizzo
Vice President

(CORPORATE SEAL)

STATE OF New York
COUNTY OF New York:

The foregoing instrument was acknowledged before me this 5th day of March, 2015 by Peter Calatizzo as Vice President of TPF VI SUB LLC, Managing Member of P VI Cypress Executive LLC, as Managing Member of Cypress Executive LLC, a Delaware limited liability company authorized to do business in Florida, on behalf of the company. Shette is personally known to me or has produced _____ as identification.

(SEAL)


Notary Public, State of Florida New York
(Signature of Notary taking Acknowledgment)

Virginia Rodriguez
Name of Notary Typed, Printed or Stamped

3-1-10
My Commission Expires:

Commission Number 01203100304

ASSIGNEE:

WITNESSES

ICM (VII) Cypress LP, a Florida limited partnership

[Signature]

By:

ICM (VII) Florida Management LLC,
General Partner

ERIK TAYLOR
Print Name

By: [Signature]
Bruce Timm, Manager

DARREN TAYLOR
Print Name

Province City
STATE OF Calgary:
COUNTY OF Alberta

The foregoing instrument was acknowledged before me this 7 day of March, 2015, by Bruce Timm as Manager of ICM (VII) Florida Management LLC, General Partner of ICM (VII) Cypress LP, a, a Florida limited partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

(SEAL)

[Signature]
Notary Public, State of Florida Province of Alberta
(Signature of Notary taking Acknowledgment)

Darren Taylor
Name of Notary Typed, Printed or Stamped

Indefinite
My Commission Expires:

Commission Number _____