

CONSENT TO ASSIGNMENT OF CITY HALL GARAGE PARKING & AIRSPACE LEASE AGREEMENT

This CONSENT TO ASSIGNMENT OF CITY HALL GARAGE PARKING & AIRSPACE LEASE AGREEMENT (the “**Consent**”) is made as of February __, 2017 by and between The City of Fort Lauderdale, a municipal corporation of the State of Florida, as lessor (the “**Lessor**”) and BRE Silver MF Exchange FL LLC, a Delaware limited liability company, as successor-in-interest to Original Lessee (the “**New Lessee**”) in the following factual context:

A. Lessor and GS Exchange, LLC (the “**Original Lessee**”) entered into that City Hall Garage Parking & Airspace Lease Agreement dated March __, 2013 (the “**Lease**”), with respect to 128 parking spaces at 100 N. Andrews Avenue, Fort Lauderdale, FL 33301. Capitalized terms used in this Consent without definition in shall have the meanings set forth in the Lease.

B. Original Lessee assigned the Lease to New Lessee and New Lessee assumed all obligations of Original Lessee under the Lease (the “**Lease Assignment and Assumption**”).

C. Lessor’s consent to the Lease Assignment and Assumption is required pursuant to Section 17 of the Lease. Lessor agrees to consent to the Lease Assignment and Assumption on the terms and conditions set forth in this Consent.

NOW THEREFORE, the parties agree as follows:

1. Consent. Subject to the following provisions of this Consent, Lessor hereby consents to the Lease Assignment and Assumption to New Lessee, provided that Lessor’s consent is expressly made subject to all of the terms, covenants, agreements and conditions of the Lease and to the specific understanding that such consent shall not be or be deemed to be a consent to any other or further assignment of the Lease.

2. Effect of Assignment. New Lessee hereby agrees and acknowledges that New Lessee has assumed all of the obligations of Original Lessee under the Lease.

3. Future Assignments. This Consent shall not be nor be deemed to be a consent or waiver or amendment of the Lease with respect to any other or future transaction, whether similar or dissimilar, and any other or future transaction shall require the written consent of Lessor in accordance with the terms of Section 17 of the Lease.

4. Notices. Lessee’s address for notices relating to the Lease is as follows:

BRE Silver MF Exchange FL LLC
425 Lexington Avenue
New York, NY 10154
Attention: Robert Harper and Olivia John

with a copy to:

Simpson Thacher & Bartlett LLP
425 Lexington Ave
New York, NY 10017
Attention: Erik Quarfordt
Phone: 212-455-2459

New Lessee shall deliver written notice to Lessor of any change of address.

9. Counterparts. This agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

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

LESSOR:

CITY OF FORT LAUDERDALE

ATTEST:

Jeffrey A. Modarelli, City Clerk

John P. "Jack" Seiler, Mayor

Lee R. Feldman, City Manager

Approved as to form:
Cynthia A. Everett, City Attorney

By: _____
Candace Duff
Assistant City Attorney

NEW LESSEE:

BRE SILVER MF EXCHANGE FL LLC,
a Delaware limited liability company

WITNESSES:

By: BRE SILVER MF MEZZ 1 BORROWER LLC,
a Delaware limited liability company

Print Name:

By: _____

Print Name:

Name:

Title: Member

(SEAL)

STATE OF _____:

COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____ as member for BRE Silver MF MEZZ 1 Borrower LLC, a Delaware limited liability company, as member for BRE Silver MF Exchange FL LLC, a Delaware limited liability company authorized to transact business in the State of Florida.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name
of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____