

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT AND MORTGAGE OF  
LEASEHOLD INTEREST  
(Lots 18 and 19)

THIS IS A CONSENT TO ASSIGNMENT OF LEASE AGREEMENT AND  
MORTGAGE OF LEASEHOLD INTEREST, entered into on \_\_\_\_\_,  
2018, among:

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

and

CYPRESS CONCOURSE A, LLC, a Delaware limited liability  
company, hereinafter referred to as "Assignor,"

and

BOF FL 2001 NW 64 LLC, a Delaware limited liability  
company, hereinafter referred to as "Assignee,"

and

PIEDMONT LENDING II, LLC, a Delaware limited liability  
company, hereinafter referred to as "Lender."

WHEREAS, pursuant to Resolution No. \_\_\_\_-\_\_\_\_, adopted at its meeting  
of \_\_\_\_\_ the City Commission of the City of Fort Lauderdale  
authorized the City Manager to enter into this Consent to Assignment of Lease  
Agreement and Mortgage of Leasehold Interest; and

WHEREAS, Assignor is the lessee of Lots 18 and 19 at Fort Lauderdale  
Executive Airport by virtue of that certain lease dated March 1, 1999, effective as of  
March 1, 1998, by and between Lessor and Southern Facilities Development, Inc.  
("SFDI"), which lease was assigned to Assignor pursuant to that certain Assignment and  
Assumption of Lease [Parcel A] dated as of March 1, 1999 from SFDI to Assignor, with  
consent of Lessor pursuant to that certain Consent to Assignment of Lease dated March  
7, 2000 among Assignor, SFDI and Lessor (as so amended and assigned, the "Lease  
Agreement"); and

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

WHEREAS, pursuant to Section 18 of the Lease Agreement, an  
assignment of the Lease Agreement requires the written consent of Lessor; and

WHEREAS, Assignee intends to mortgage its leasehold interest in the leased premises to Lender, or its affiliate, to secure a loan evidenced by a promissory note in the amount of \$3,200,000.00; and

WHEREAS, pursuant to Sections 18 and 23 of the Lease Agreement, a pledge or mortgage of Assignee's leasehold interest requires the written consent of Lessor; and

WHEREAS, at its meeting on December 7, 2017, the City of Fort Lauderdale Aviation Advisory Board recommended approval of this Consent to Assignment of Lease Agreement and Mortgage of Leasehold Interest.

NOW THEREFORE, 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 and Mortgage of Leasehold Interest.

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

3. Lessor does hereby consent to the mortgaging by Assignee of Assignee's estate and interest in the Lease Agreement to Lender, or its affiliate, to secure a loan evidenced by a promissory note in the amount of \$3,200,000.00.

4. 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.

5. 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 and Mortgage of Leasehold Interest 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 and Mortgage of Leasehold Interest.

[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:

\_\_\_\_\_  
JEFFREY A. MODARELLI, City Clerk

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

By: \_\_\_\_\_  
CANDACE R. DUFF  
Assistant City Attorney

ASSIGNOR:

WITNESSES

CYPRESS CONCOURSE A,  
LLC, a Delaware limited liability  
company

By: Piedmont Office Realty Trust,  
Inc., a Maryland corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

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

(CORPORATE SEAL)

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2018 by \_\_\_\_\_ as \_\_\_\_\_ of Piedmont Office Realty Trust, Inc., as  
Manager of CYPRESS CONCOURSE A, LLC, a Delaware limited liability company, on behalf  
of the company. ☐ He/she is personally known to me or ☐ has produced  
\_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

\_\_\_\_\_  
My Commission Expires:

Commission Number \_\_\_\_\_

ASSIGNEE:

WITNESSES

BOF FL 2001 NW 64 LLC, a Delaware  
limited liability company

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018,  
by \_\_\_\_\_ as \_\_\_\_\_ of BOF FL 2001 NW 64 LLC, a  
Delaware limited liability company, on behalf of the company. He/she is ☐ personally known  
to me or ☐ has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

\_\_\_\_\_  
My Commission Expires:

Commission Number \_\_\_\_\_

LENDER:

WITNESSES

PIEDMONT LENDING II, LLC, a  
Delaware limited liability company

\_\_\_\_\_

By: Piedmont Operating Partnership,  
LP, a Delaware limited partnership, as  
sole member

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

By: Piedmont Office Realty Trust,  
Inc., a Maryland corporation, its  
sole General Partner

\_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018,  
by \_\_\_\_\_ as \_\_\_\_\_ of Piedmont Office Realty Trust,  
Inc., a Maryland corporation, the sole General Partner of Piedmont Operating Partnership, LP,  
a Delaware limited partnership, the sole member of PIEDMONT LENDING II, LLC, a Delaware  
limited liability company, on behalf of said entities. He/she is ☐ personally known to me or ☐  
has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

\_\_\_\_\_  
My Commission Expires:

Commission Number \_\_\_\_\_