

NOTICE TO CITY

January 4, 2018

VIA CERTIFIED MAIL
AND FEDERAL EXPRESS

JAN16'18 RCVD

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301
Attn: City Manager and City Attorney

RE: **GROUND LEASEHOLD INTEREST IN
CORPORATE CENTER
110 EAST BROWARD BOULEVARD
FORT LAUDERDALE, FLORIDA**

Dear City of Fort Lauderdale:

Please be advised that on this date **GCCFC 2006-GG7 EAST BROWARD BOULEVARD, LLC**, a Delaware limited liability company (the "**Prior Owner**"), has transferred ownership of the property referenced above, to **STOCKBRIDGE 110 EAST BROWARD, LLC**, a Delaware limited liability company (the "**New Owner**"). The Prior Owner has assigned to the New Owner all of the Prior Owner's right, title and interest in and to the agreement dated May 14, 1979 by and between The City of Fort Lauderdale, as City, The Downtown Development Authority of the City of Fort Lauderdale, as DDA, and Corporate Center Associates, Inc., a Florida corporation, as Developer, as amended, modified, assigned and assumed (the "**Parking Agreement**") and the New Owner has assumed all obligations of the Prior Owner under the Parking Agreement from and after the above date. A copy of the Assignment and Assumption of Parking Agreement is enclosed herewith. All correspondence regarding the Parking Agreement and notices required or permitted to be given thereunder should hereafter be addressed to the New Owner at c/o Stockbridge Value Fund III Holdings, LLC, 4 Embarcadero Center, Suite 3300, San Francisco, California 94111.

Thank you very much for your assistance in this matter.


[SIGNATURE ON NEXT PAGE]

Very truly yours,

**GCCFC 2006-GG7 EAST BROWARD
BOULEVARD, LLC**, a Delaware limited liability
company

By: U.S. Bank National Association, as Trustee
for the registered holders of Greenwich
Capital Commercial Funding Corp.,
Commercial Mortgage Trust 2006-GG7,
Commercial Mortgage Pass-Through
Certificates, Series 2006-GG7, as sole
member

By: LNR Partners, LLC, a Florida
limited liability company, its
attorney-in-fact

By: 
Name: Steven D. Ferreira
Title: Vice President

This instrument prepared by:
Marjie C. Nealon, Esq.
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, Suite 2300
Miami, Florida 33131

ASSIGNMENT AND ASSUMPTION OF PARKING AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PARKING AGREEMENT ("Assignment and Assumption Agreement") dated as of January 4, 2018 (the "Effective Date"), between **GCCFC 2006-GG7 EAST BROWARD BOULEVARD, LLC**, a Delaware limited liability company ("Assignor"), whose address is c/o LNR Partners, LLC., 1601 Washington Avenue, Suite 700, Miami Beach, Florida 33139, and **STOCKBRIDGE 110 EAST BROWARD, LLC**, a Delaware limited liability company ("Assignee") whose address is c/o Stockbridge Value Fund III Holdings, LLC, 4 Embarcadero Center, Suite 3300, San Francisco, California 94111.

RECITALS:

A. Contemporaneously Assignor conveyed to Assignee Assignor's interest as lessee in and to the Ground Lease Agreement dated as of March 10, 2006 between New York Life Insurance Company, a New York mutual insurance company, and Cabot East Broward 1 LLC, Cabot East Broward 2 LLC, Cabot East Broward 3 LLC, Cabot East Broward 4 LLC, Cabot East Broward 5 LLC, Cabot East Broward 6 LLC, Cabot East Broward 7 LLC, Cabot East Broward 8 LLC, Cabot East Broward 9 LLC, Cabot East Broward 10 LLC, Cabot East Broward 11 LLC, Cabot East Broward 12 LLC, Cabot East Broward 13 LLC, Cabot East Broward 14 LLC, Cabot East Broward 15 LLC, Cabot East Broward 16 LLC, Cabot East Broward 17 LLC, Cabot East Broward 18 LLC, Cabot East Broward 19 LLC, Cabot East Broward 20 LLC, Cabot East Broward 21 LLC, Cabot East Broward 22 LLC, Cabot East Broward 23 LLC, Cabot East Broward 24 LLC, Cabot East Broward 25 LLC, Cabot East Broward 26 LLC, Cabot East Broward 27 LLC, Cabot East Broward 28 LLC, Cabot East Broward 29 LLC, Cabot East Broward 30 LLC, Cabot East Broward 31 LLC, Cabot East Broward 32 LLC, Cabot East Broward 33 LLC, Cabot East Broward 34 LLC, Cabot East Broward 35 LLC, as evidenced by that certain Short Form Memorandum of Ground Lease recorded April 11, 2006 in Official

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Records Book 41793, Page 1067, of the Public Records of Broward County, Florida, as amended by First Amendment to Short Form Memorandum of Ground Lease recorded in Official Records Book 42093, Page 950, of the Public Records of Broward County, Florida, as further amended by Second Amendment to Short Form Memorandum of Ground Lease recorded in Official Records Book 42331, Page 1940, of the Public Records of Broward County, Florida, as further amended, modified, assigned and assumed, with respect to the "Real Property" (as more particularly described in **Exhibit A** attached hereto).

B. Assignor is a party to the agreement dated May 14, 1979 by and between The City of Fort Lauderdale, as City, The Downtown Development Authority of the City of Fort Lauderdale, as DDA, and Corporate Center Associates, Inc., a Florida corporation, as Developer, as amended, modified, restated, assigned and assumed (the "**Parking Agreement**").

C. Assignor desires to assign, transfer, set over and deliver to Assignee all of Assignor's right, title and interest in and to the Parking Agreement as hereinafter provided.

D. Assignee desires to assume the duties and obligations of Assignor with respect to the Parking Agreement.

NOW, THEREFORE, in accordance with the Agreement and in consideration of the sum of Ten Dollars (\$10.00), the sufficiency and receipt of which are hereby acknowledged, the parties do hereby covenant and agree as follows and take the following actions:

1. Assignor does hereby assign, transfer, set over and deliver unto Assignee all of the Assignor's right, title and interest, if any, in and to the Parking Agreement.

2. THE PARKING AGREEMENT IS BEING ASSIGNED "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AS OF THE DATE OF THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. ASSIGNEE IS HEREBY ACQUIRING THE PARKING AGREEMENT BASED SOLELY UPON ASSIGNEE'S OWN INDEPENDENT INVESTIGATIONS AND INSPECTIONS OF THAT PROPERTY AND NOT IN RELIANCE ON ANY INFORMATION PROVIDED BY ASSIGNOR OR ASSIGNOR'S AGENTS OR CONTRACTORS. ASSIGNOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING THE PARKING AGREEMENT OR ASSIGNOR'S TITLE THERETO.

3. Assignee hereby accepts the foregoing assignment of the Parking Agreement and hereby assumes all duties and obligations of Assignor under the Parking Agreement from and after the Effective Date. Assignee shall defend, indemnify and hold harmless Assignor from and against any and all Claims asserted against or incurred by Assignor as a result of any acts or omissions of Assignee, from and after the Effective Date in connection with the Parking Agreement. "Claims" means any and all claims, demands, causes of action, whether administrative or judicial, losses, costs (including any and all reasonable attorneys' fees, court

orders, curtailments, interest, liabilities, penalties, fines, expenses, liens, judgments, compensation, fees, loss of profits, injuries, death, response costs and/or damages, of any kind whatsoever, whether direct or indirect, known or unknown, fixed or contingent, joint or several, criminal or civil, or in law or in equity.

4. This Assignment and Assumption Agreement shall be (a) binding upon, and inure to the benefit of, the parties to this Assignment and Assumption Agreement and their respective heirs, legal representatives, successors and assigns, and (b) construed in accordance with the laws of the State of Florida, without regard to the application of choice of law principles.

5. The parties may execute this Assignment and Assumption Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but in making proof of this Assignment, it shall not be necessary to produce or account for more than one such counterpart

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Assignor has duly executed this instrument as of the day first above written.

Witnesses:

ASSIGNOR:

GCCFC 2006-GG7 EAST BROWARD BOULEVARD, LLC, a Delaware limited liability company

By: U.S. Bank National Association, as Trustee for the registered holders of Greenwich Capital Commercial Funding Corp., Commercial Mortgage Trust 2006-GG7, Commercial Mortgage Pass-Through Certificates, Series 2006-GG7, as sole member

By: LNR Partners, LLC, a Florida limited liability company, its attorney-in-fact

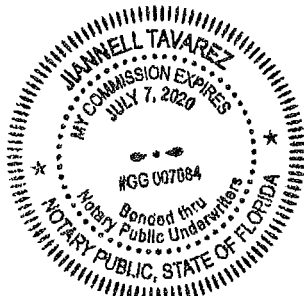
Signature: 
Print Name: Angela Ospina

By: 
Name: Steven D. Ferreira
Title: Vice President

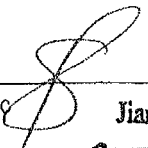
Signature: 
Print Name: Jiannell Tavarez

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 20 day of December, 2017 by Steven D. Ferreira, as Vice President of LNR Partners, LLC, a Florida limited liability company, as attorney-in-fact for U.S. Bank National Association, as Trustee for the registered holders of Greenwich Capital Commercial Funding Corp., Commercial Mortgage Trust 2006-GG7, Commercial Mortgage Pass-Through Certificates, Series 2006-GG7, as sole member of **GCCFC 2006-GG7 EAST BROWARD BOULEVARD, LLC**, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced a driver's license as identification.



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Notary Public 
Print Name: Jiannell Tavarez
Serial No. (if any): 56007884

Assignee has duly executed this instrument as of the day first above written.

Witnesses:

ASSIGNEE:

STOCKBRIDGE 110 EAST BROWARD, LLC,
a Delaware limited liability company

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

By: _____

Name: _____

Title: _____

STATE OF GEORGIA)

) SS.

COUNTY OF FULTON)

The foregoing instrument was acknowledged before me this 20th day of December, 2017
by David Nix, as Vice President of **STOCKBRIDGE 110
EAST BROWARD, LLC**, a Delaware limited liability company, on behalf of the company.
He/She is personally known to me or has produced a driver's license as identification.

Notary Public

Print Name: _____

Serial No. (if any): _____

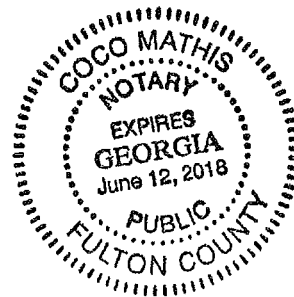


EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1: (GROUND LEASEHOLD)

LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, AND THE WEST 1 INCH OF LOT 18, SPERRY'S SUBDIVISION OF BLOCK "C" OF STRANAHAN'S SUBDIVISION OF LOTS 13 TO 18, INCLUSIVE, IN BLOCK 14, FORT LAUDERDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 8, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS RIGHT-OF-WAY, ALL MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 17; THENCE DUE NORTH 5.00 FEET TO THE POINT OF BEGINNING AND A POINT ON THE NORTH RIGHT-OF-WAY LINE OF S.E. 1ST STREET; THENCE NORTH 89° 53' 00" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 320.04 FEET TO A POINT; THENCE NORTH 44° 58' 30" WEST A DISTANCE OF 28.26 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF S.E. 1ST AVENUE; THENCE DUE NORTH, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 188.02 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EAST BROWARD BOULEVARD AND A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 17099.86 FEET, A CENTRAL ANGLE OF 0° 49' 30", AN ARC DISTANCE OF 246.20 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 15390.40 FEET, A CENTRAL ANGLE OF 0° 20' 58" AND AN ARC DISTANCE OF 93.90 FEET TO A POINT; THENCE DUE SOUTH, ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 80.60 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 18; THENCE SOUTH 89° 53' 00" EAST, ALONG THE SAID NORTH LINE, A DISTANCE OF 1 INCH; THENCE DUE SOUTH AND PARALLEL TO THE WEST LINE OF SAID LOT 18, A DISTANCE OF 120 FEET TO A POINT ON THE SAID NORTH RIGHT-OF-WAY LINE OF S.E. 1ST STREET; THENCE NORTH 89° 53' 00" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1 INCH TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE BUILDINGS AND IMPROVEMENTS THEREON.

PARCEL 2:

THE BUILDINGS AND IMPROVEMENTS LOCATED ON THE FOLLOWING-DESCRIBED PROPERTY:

LOTS 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, AND THE WEST 1 INCH OF LOT 18, SPERRY'S SUBDIVISION OF BLOCK "C" OF STRANAHAN'S SUBDIVISION OF LOTS 13 TO 18, INCLUSIVE, IN BLOCK 14, FORT LAUDERDALE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 8, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS RIGHT-OF-WAY, ALL MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 17; THENCE DUE NORTH 5.00 FEET TO THE POINT OF BEGINNING AND A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SOUTHEAST 1ST STREET; THENCE NORTH 89° 53' 00" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 320.04 FEET TO A POINT; THENCE NORTH 44° 58' 30" WEST A DISTANCE OF 28.26 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTHEAST 1ST AVENUE; THENCE DUE NORTH, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 188.02 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EAST BROWARD BOULEVARD AND A POINT OF CURVE; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 17099.86 FEET, A CENTRAL ANGLE OF 0° 49' 30", AN ARC DISTANCE OF 246.20 FEET TO A POINT OF REVERSE CURVE; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 15390.40 FEET, A CENTRAL ANGLE OF 0° 20' 58" AND AN ARC DISTANCE OF 93.90 FEET TO A POINT; THENCE DUE SOUTH, ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 80.60 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 18; THENCE SOUTH 89° 53' 00" EAST, ALONG THE SAID NORTH LINE, A DISTANCE OF 1 INCH; THENCE DUE SOUTH AND PARALLEL TO THE WEST LINE OF SAID LOT 18, A DISTANCE OF 120 FEET TO A POINT ON THE SAID NORTH RIGHT-OF-WAY LINE OF S.E. 1ST STREET; THENCE NORTH 89° 53' 00" WEST, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1 INCH TO THE POINT OF BEGINNING.

TOGETHER WITH RIGHTS CREATED UNDER PARKING AGREEMENT ATTACHED AS EXHIBIT "A" TO AMENDMENT NO.

ONE TO LEASE AND PURCHASE AGREEMENT DATED MAY 14, 1979 AND RECORDED IN OFFICIAL RECORDS, BOOK 8252, PAGE 379, AS AFFECTED BY CERTIFICATE OF THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF FORT LAUDERDALE, FLORIDA DATED MARCH 12, 1981 AND RECORDED IN OFFICIAL RECORDS BOOK 8464, PAGE 23, AS AFFECTED BY AMENDMENT TO PARKING AGREEMENT DATED NOVEMBER 24, 1987, RECORDED JANUARY 15, 1990 IN OFFICIAL RECORDS, BOOK 27559, PAGE 106, AS AFFECTED BY ASSIGNMENT OF PARKING AGREEMENT DATED FEBRUARY 27, 1998, RECORDED FEBRUARY 27, 1998 IN OFFICIAL RECORDS BOOK 27783, PAGE 735, AND AS AFFECTED BY SECOND AMENDMENT TO PARKING AGREEMENT DATED JULY 20, 2001, RECORDED JULY 30, 2001 IN OFFICIAL RECORDS, BOOK 31917, PAGE 1072, AS AFFECTED BY ASSIGNMENT AND ASSUMPTION OF PARKING AGREEMENT DATED AUGUST 06, 2004 RECORDED AUGUST 30, 2004, OFFICIAL RECORDS, BOOK 37994, PAGE 101, ALL IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.