

CONSENT TO ASSIGNMENT OF PARKING AGREEMENT AND GROUND
LEASEHOLD INTEREST

THIS IS A CONSENT TO ASSIGNMENT OF PARKING AGREEMENT
AND GROUND LEASEHOLD INTEREST, entered into on January 4, 2018, among:

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

and

GCCFC 2006-GG7 EAST BROWARD BOULEVARD, LLC, a
Delaware limited liability company, hereinafter referred to as
"Assignor,"

and

STOCKBRIDGE 110 EAST BROWARD, LLC, a Delaware
limited liability company, hereinafter referred to as
"Assignee,"

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 Parking
Agreement and Ground Leasehold; and

WHEREAS, Assignor is the prior tenant by virtue of that certain Parking
Agreement dated May 14, 1979 by and between The City of Fort Lauderdale, the
Downtown Development Authority of the City of Fort Lauderdale ("DDA") and Corporate
Center Associates, Inc., as modified and amended by that certain Amendment to
Parking Agreement, dated November 24, 1997, that certain Assignment and
Assumption of Parking Agreement, dated February 27, 1998, that certain Second
Amendment to Parking Agreement, dated July 20, 2001, that certain Assignment and
Assumption of Parking Agreement, dated August 6, 2004, that certain Assignment and
Assumption of Parking Agreement dated March 10, 2006, that certain First Amendment
to Assignment and Assumption of Parking Agreement, dated May 10, 2006, that certain
Second Amendment to Assignment and Assumption of Parking Agreement, dated May
25, 2006, that certain Third Amendment to Parking Agreement, dated May 1, 2012, and
that certain Certificate of Title dated May 31, 2017; and

WHEREAS, on January 4, 2018, Assignor conveyed to Assignee
Assignor's interest in the Parking Lease Agreement; and

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 and assumption of Parking Agreement.

2. Lessor does hereby consent to an assignment and assumption of the Parking Agreement from Assignor to Assignee.

3. Assignor and Assignee acknowledge and agree that the Parking 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 Parking 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 Parking Agreement continue and do not expire or terminate as a result of this Consent to Assignment.

6. The Consent shall be deemed effective as of January 4, 2018.

[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:
ALAIN E. BOILEAU, Interim City Attorney

By: _____
KIMBERLY CUNNINGHAM MOSLEY
Assistant City Attorney