

This Instrument was prepared by:

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RECOGNITION, ATTORNMENT AND ASSENT TO MORTGAGE

This Recognition, Attornment and Assent to Mortgage ("Agreement") is executed as of the ____ day of September, 2018 by and among **CITY OF FORT LAUDERDALE, FLORIDA** ("Lessor"), having an office at 100 North Andrews Avenue, Fort Lauderdale, Florida 33311, and **1 EAST BROWARD OWNER, LLC**, a Delaware limited liability company ("Lessee"), having an office at 10100 Santa Monica Boulevard, Suite 1000, Los Angeles, California 90067, in favor of **SUNTRUST BANK**, a Georgia banking corporation, as administrative agent, for itself and certain other lenders (the "Lender"), having an address at 303 Peachtree Street NE, Atlanta, Georgia 30308.

Reference is made to that certain Amended and Restated Lease Agreement dated December 15, 2000 between Lessor and RSP II Barnett Bank Plaza, Ltd., a Florida limited partnership ("RSP II"), and recorded in Official Records Book 31745, at Page 15, of the Public Records of Broward County, Florida, as modified by a First Amendment to Amended and Restated Lease Agreement dated August 3, 2018 between Lessor and One Broward Blvd Holdings, LLC, a Delaware limited liability company ("One Broward"), as successor in interest to RSP II, and recorded as Instrument # 115290452, of the Public Records of Broward County, Florida, and as affected by a Parking Facility Management Agreement executed as of August 3, 2018 between Lessor and One Broward (collectively, the "Ground Lease") with respect to certain real property in Broward County, Florida, more particularly described in **Exhibit A** hereto (the "Premises"). As the Lender will lend certain sums to the Lessee (as successor in interest to One Broward as to the Ground Lease) which are to be secured, in part, by a certain Amended and Restated Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, and Notice of Future Advance executed on or about the date hereof by and between Lessee and Lender (including any amendments, revisions, modifications, renewals, extensions or replacements thereof, the "Mortgage") which encumbers Lessee's interest in the Premises (the "Leasehold") together with other real and personal property owned by Lessee, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Acknowledgment. The Lessor acknowledges and agrees that the Mortgage is and shall be a "Leasehold Mortgage" as that term is defined and used in the Ground Lease and that Lender has registered with Lessor. For avoidance of doubt, by its execution hereof, the Lessor is not intending to have and does not hereby cause its fee simple interest in the Premises to be encumbered by or subordinated to the Mortgage.

2. Estoppel. As of the date of this agreement, the Ground Lease is in full force and effect; and neither Lessor or Lessee is aware of any actual default thereunder.

3. No Merger. In the event the ownership of the fee and leasehold interests of the Ground Leasehold become vested in the same person or entity, then as long as the Mortgage shall remain

outstanding, such occurrence shall not result in a merger of title. Rather, the Ground Lease and the Mortgage lien thereon shall remain in full force and effect.

4. Additional Lender Protection Provisions. The terms and conditions set forth below in this Paragraph 4 shall be binding upon the Lessor as if fully set forth in the Ground Lease, and to the extent of any inconsistency between the terms and provisions contained in the Ground Lease and the terms and conditions set forth below in this Paragraph 4, the terms and conditions set forth below in this Paragraph 4 shall govern and control:

(a) **Default personal to Lessee.** Notwithstanding anything provided to the contrary in the Ground Lease, the Ground Lease shall not be terminated because of a default or breach thereunder on the part of Lessee which is personal to Lessee (such as the bankruptcy of Lessee) and not susceptible to being cured by Lender; provided that all rent, additional rent, insurance, taxes, and maintenance contributions due by Lessee under the Ground Lease are paid current.

(b) **Permitted Transfers.**

(i) It is acknowledged that the Mortgage may be assigned by Lender in accordance with its terms. Notwithstanding anything stated to the contrary in the Ground Lease, the following transfers shall be permitted and shall not require the approval or consent of Lessor:

(A) A transfer of the Leasehold at foreclosure sale under the Mortgage, whether pursuant to a judicial foreclosure decree, or by an assignment in lieu of foreclosure provided that the transferee agrees to be bound by the terms of the Ground Lease, or

(B) Any subsequent transfer by the Lender or its nominee or designee if the Lender, or such nominee or designee, is the purchaser at such foreclosure sale or under such assignment in lieu of foreclosure provided that the transferee agrees to be bound by the terms of the Ground Lease.

(ii) Following the transfer, if any, described in Paragraph 4(b)(i) above, all non-curable defaults existing under the Ground Lease prior to such transfer shall be deemed waived without further notice or action of any party. For avoidance of doubt, non-curable defaults do not include payment defaults by Lessee under the Ground Lease.

(c) **New Lease to Lender.** If the Ground Lease is terminated because of Lessee's default thereunder or for any other reason or is extinguished for any reason (including, without limitation, rejection of the Ground Lease by a trustee in bankruptcy), then Lender may elect to demand a new lease of the Leasehold (the "New Lease") by notice to Lessor within thirty (30) days after Lender obtains knowledge of such termination. Upon any such election, the following provisions shall apply:

(i) The New Lease shall be for the remainder of the term of the Ground Lease, effective on the date of termination, at the same rent and shall contain the same covenants, agreements, conditions, provisions, restrictions and limitations as are then contained in the Ground Lease. Such New Lease shall be subject to all then-existing subleases.

(ii) The New Lease shall be executed by Lessor and Lender, or its successor or assign, within thirty (30) days after receipt by Lessor of notice of the Lender's or such other acquiring person's election to enter into a New Lease.

(iii) Any New Lease and the leasehold estate created thereby shall, subject to the same conditions contained in the Ground Lease and in this Agreement, continue to maintain the same priority as

the Ground Lease with regard to any Mortgage or any other lien, charge or encumbrance affecting the Premises. Concurrently with the execution and delivery of the New Lease, Lessor shall assign to the lessee named therein all of its right, title and interest in and to moneys, if any and subject to Lessor's right of setoff, credit or adjustment for funds owed it, then held by or payable to Lessor which Lessee would have been entitled to receive but for the termination of the Ground Lease, subject to any right of setoff that Lessor may then be available to Lessor under the Ground Lease.

(d) **Lender's Right to Exercise Extension Option.** Lender may exercise the Lessee's option to extend the term of the Ground Lease as provided in Section 27 of the Ground Lease without the joinder of the Lessee by delivering notice in compliance with Section 27.B.(1) of the Ground Lease, provided if Lessee fails to continue its performance under the Ground Lease, then Lender or its successors and assigns shall be obligated to do so.

5. Bankruptcy Provisions. (a) So long as the Mortgage shall remain outstanding, the right of election arising under Section 365(h)(1) of the Bankruptcy Code, 11 U.S.C. §101 et seq. (the "Bankruptcy Code") (as incorporated into Chapter 9 of the Bankruptcy Code by Section 901) shall be exercised by the Lender and not by the Lessee. Any exercise or attempted exercise by the Lessee of such right of election in violation of the preceding sentence shall be void.

(b) However, if despite the foregoing provision the Lender is not permitted to exercise such right of election and the Lessor (or any trustee of the Lessor) shall reject the Ground Lease pursuant to Section 365(h) of the Bankruptcy Code, (i) the Lessee shall without further act or deed be deemed to have elected under Section 365(h)(1)(A) of the Bankruptcy Code to remain in possession of the Leasehold for the balance of the term of the Ground Lease; (ii) any exercise or attempted exercise by the Lessee of a right to treat the Ground Lease as terminated under Section 365(h)(1)(A) of the Bankruptcy Code shall be void; (iii) the Mortgage shall not be affected or impaired by such rejection of the Ground Lease; and (iv) the Ground Lease shall continue in full force and effect in accordance with its terms, except that the Lessee shall have the rights conferred under Section 365(h)(1)(B) of the Bankruptcy Code.

(c) For purposes of Section 365(h) of the Bankruptcy Code, the term "possession" shall mean the right to possession of the Leasehold granted to the Lessee under the Ground Lease whether or not all or part of the Leasehold has been subleased.

(d) If the Lessee shall reject the Ground Lease pursuant to Section 365(a) of the Bankruptcy Code, the Lessor shall serve on the Lender notice of such rejection, together with a statement of all sums at the time due under the Ground Lease (without giving effect of any acceleration) and of all other defaults under the Ground Lease then known to the Lessor. The Lender shall have the right, but not the obligation, to serve on the Lessor within thirty (30) days after service of the notice provided in the preceding sentence, a notice that the Lender elects to (i) assume the Ground Lease, and (ii) cure all defaults outstanding thereunder (x) pay concurrently with such assumption as to defaults in the payment of money, and (y) within sixty (60) days after the date of such assumption as to other defaults, except for defaults of the type specified in Section 365(b)(2) of the Bankruptcy Code. If the Lender serves such notice of assumption, then, as between the Lessor and the Lender (i) the rejection of the Ground Lease by the Lessee shall not constitute a termination of the Ground Lease, (ii) the Lender may assume the obligations of the Lessee under the Ground Lease without any instrument or assignment of transfer from the Lessee, (iii) the Lender's rights under the Ground Lease shall be free and clear of all rights, claims and encumbrances of or in respect of the Lessee's rights under the Ground Lease, provided that the foregoing shall not serve as a representation or warranty by Lessor to Lender, and (iv) the Lender shall consummate the assumption of the Ground Lease and the payment of the amounts payable by it to the Lessor pursuant to this provision at a closing to be held at the offices of the Lessor (or its attorneys) within thirty (30) days after the Lender shall have served the notice of assumption hereinabove provided. Upon a subsequent assignment and

assumption of liability of the Ground Lease by the Lender, the Lender shall be relieved of all obligations and liabilities arising from and after the date of such assignment.

6. Notices. Any notices required or permitted hereunder (and as to Lender, notices under the Ground Lease) shall be in writing and shall be given via certified first class mail, postage prepaid, return receipt requested, and addressed as follows:

If to Lessor:

City of Fort Lauderdale, Florida
100 North Andrews Avenue
Fort Lauderdale, Florida 33311
Attn: City Manager

If to Lessee:

1 East Broward Owner, LLC
10100 Santa Monica Boulevard, Suite 1000
Los Angeles, California 90067
Attn: Jordan Paul

If to Lender:

SunTrust Bank
CRE Loan Admin Atlanta Office
Attention: Loan Servicing
1155 Peachtree Street, NE, Suite 300
Mail Code: GA-Atlanta-0081
Atlanta, GA 30309

or to such other address as any party may designate by notice to the other parties.

7. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of each party's respective successors and assigns.

8. Continued Effectiveness of this Agreement. The terms of this Agreement, the subordination effected hereby, and the rights of the Lender, and the obligations of the Lessor and the Lessee arising hereunder shall not be affected, modified or impaired in any manner or to any extent by (a) any renewal, replacement, amendment, extension, substitution, revision, consolidation, modification or termination of or any of the Loan Obligations; (b) the validity or enforceability of any document evidencing or securing the Loan Obligations; (c) the release, sale, exchange for surrender, in whole or in part, of any collateral security, now or hereafter existing, for any of the Loan Obligations; (d) any exercise or non-exercise of any right, power or remedy under or in respect of the Loan Obligations; or (e) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission in respect of the Loan Obligations, all whether or not any Lessor all have had notice or knowledge of any of the foregoing and whether or not it shall have consented thereto.

9. Governing Law. This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the State of Florida and the applicable laws of the United States of America.

10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

[Signature page to follow]

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Recognition, Attornment and Assent to Mortgage, as of the date first above written.

Witnesses:

Name of Witness:

Name of Witness:

LESSOR:

CITY OF FORT LAUDERDALE,
a municipal corporation of Florida

By: _____
Lee R. Feldman, City Manager
Title:

Attest:

Alain E. Boileau, City Attorney

Approved as to Form:

Lynn Solomon, Assistant City Attorney

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of September, 2018, by Lee R. Feldman, City Manager, the City Manager of City of Fort Lauderdale, a municipal corporation of Florida, on behalf of the city. Such person either [] is personally known to me or [] has produced _____ as identification.

Notary Public, State of Florida
Printed Name: _____
Commission No.: _____
My Commission expires:

LESSEE:

1 EAST BROWARD OWNER, LLC,
a Delaware limited liability company

By: 1 East Broward Investor Holdings, LLC,
a Delaware limited liability company,
its Sole Member

By: _____
Name: _____
Title: _____

Name of Witness:

Name of Witness:

STATE OF _____)
_____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this ____ day of September, 2018, by _____, the _____ of 1 East Broward Investor Holdings, LLC, a Delaware limited liability company, the Sole Member of 1 East Broward Owner, LLC, a Delaware limited liability company, on behalf of the limited liability company. Such person is personally known to me (YES) (NO) or produced _____, as identification.

Notary Public, State of _____
Printed Name: _____
Commission No.: _____
My Commission expires: _____

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Exhibit "A"
Legal Description