This instrument prepared by
and when recorded return to:

_____
_____
_____
_____

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE (this "Assignment") is made as of the _____ day of _____, 2018 by and between ONE BROWARD BLVD HOLDINGS, LLC, a Delaware limited liability company (the "Assignor"), and 1 EAST BROWARD OWNER, LLC, a Delaware limited liability company (the "Assignee").

RECITALS

A. Assignor is the lessee under that certain Amended and Restated Lease Agreement, dated as of December 15, 2000, recorded on June 21, 2001 in Official Records Book 31745, Page 1502 (the "Original City Lease"), by and between the City of Fort Lauderdale, a municipal corporation of the State of Florida, as landlord (the "City"), and RSP II Barnett Bank Plaza, Ltd., as tenant ("Original Tenant"), as assigned by Original Tenant pursuant to those Assignment of Lease and Assumption Agreements recorded in Official Records Book 38857, Page 1100, Official Records Book 39084, Page 1948, Official Records Book 39119, Page 1307, Official Records Book 39283, Page 1960, Official Records Book 39476, Page 830 and Official Records Book 39585, Page 646 (collectively, the "Assignments") to individual holders of tenant in common interests identified in such Assignments (collectively, the "TIC Lessees"); as assumed by Assignor, as successor in interest to the TIC Lessees and the surviving entity and successor by merger of the TIC Lessees with and into Assignor pursuant to that certain Certificate of Merger dated July 27, 2009 and filed by Assignor with the Secretary of State of Delaware on August 26, 2009; and as such Original City Lease amended by that certain First Amendment to Amended and Restated Lease Agreement, dated as of August 3, 2018, recorded on August 28, 2018 in Instrument No. 115290452 between the City, as landlord, and Assignor, as tenant (the "First Amendment"; collectively, the "Lease"), all of the Public Records of Broward County, Florida.

B. Assignor desires to assign and transfer its interests and rights in the Lease to Assignee and Assignee desires to accept the assignment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sum of TEN and No/100 Dollars ($10.00) paid by each of the parties to the

other, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Assignment hereby agree as follows:

TERMS

1. **Recitals**. The foregoing Recitals are true and correct and are hereby incorporated by reference and made a part of this Assignment.

2. **Representations**. Assignor represents and warrants to Assignee that Assignor has received no notice(s) of default under the Lease and that Assignor has full right and authority to assign the interests and rights assigned hereby.

3. **Assignment**. Assignor hereby assigns to Assignee, and Assignee hereby accepts the assignment of, all of Assignor's right, title and interest as lessee under the Lease, to have and to hold the same unto Assignee, its successors and assigns.

4. **Assumption**. As of the date hereof, Assignee hereby assumes the performance and observance of all the terms, covenants, and conditions of the Lease to be performed by the lessee thereunder.

5. **Brokers**. Each of the parties hereto acknowledge and agree that it has dealt with no real estate broker in connection with the transaction affected hereby. Assignor and Assignee each agrees to indemnify and hold harmless the other against any claim or demand made by any broker or agent, claiming to have dealt with or consulted with such party contrary to the foregoing warranties.

6. **Execution**. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. **Miscellaneous**. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

8. **Consent of City**. Per Section 20 of the Original City Lease, this Assignment is subject to and conditioned upon the consent of City.

9. **Notice to Owner**. The notice address of the Lessee in Section 26(B) of the Original City Lease is deleted and hereby replaced with the following:

Lessee: 1 EAST BROWARD OWNER, LLC
1601 Forum Place
Suite 700
West Palm Beach, FL 33401
Attention: Mr. Jordan Paul

10. **Condition Precedent**. As a condition precedent to the effectiveness of this Assignment, the real estate and improvements which are legally described on Exhibit "A" attached hereto and made a part hereof shall have been conveyed from Assignor to Assignee.

Signatures appear on following page.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date set forth above.

ASSIGNOR:

Witness #1

ONE BROWARD BLVD HOLDINGS, LLC,
a Delaware limited liability company

_____
Print Name:_____

By _____
Name: _____
Its: _____

Witness #2

_____
Print Name:_____

SIGNATURES CONTINUED ON FOLLOWING PAGE.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

ASSIGNEE:

Witness #1

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

_____

Print Name: _____

By: _____

Witness #2

Name: Jordan C. Paul
Title: Vice President

_____

Print Name: _____

SIGNATURES CONTINUED ON FOLLOWING PAGE.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

JOINDER AND CONSENT

The City is joining into consent to the Assignment but makes no representation or warranties regarding the truthfulness of the statements in the Assignment.

By signing below, the City of Fort Lauderdale, as Lessor, hereby consents to this Assignment.

Witness #1

_____

Print Name:_____

Witness #2

_____

Print Name:_____

CITY OF FORT LAUDERDALE,
a municipal corporation of the State of Florida

By: _____

By: _____

By: _____

Approved as to form:

_____

Exhibit "A"

LEGAL DESCRIPTION

Air Rights Parcel 1 - Garage Parcel:

A portion of the airspace super adjacent to Lots 11 through 24 inclusive, Block "E" of George M. Phippen's Subdivision of Lots 3, 4, 5 and 6, Block 1, and Lots 3, 4, 5, 6, 7, 8, 9 and 10, Block 14, Town of Fort Lauderdale, Florida, as indicated by Plat Book "B", Page 146, of the Public Records of Miami - Dade County, Florida, together with airspace super adjacent to Lot 11, Block 14, Town of Fort Lauderdale, Florida, as indicate by Plat Book "B", Page 40, of the Public Records of Miami - Dade County, Florida, said airspace being limited and bounded by imaginary surfaces described as follows:

Horizontal Surfaces: Above a horizontal plane that is 17.00 feet above National Geodetic Vertical Datum (N.G.V.D.) and below a horizontal plane that is 47.50 feet above the N.G.V.D.;

Vertical Surfaces: Limited on the North by a vertical plane that is parallel with and 5 feet South from a vertical plane extending upward from the North line of said Block "E" and the Westerly extension of said line; limited on the South by a vertical plane extending upward from the South line of Block "E" and the Westerly extension of said line; limited on the East by a vertical plane extending upward from the East line of Lots 11 and 12 of said Block "E"; and limited on the West by a vertical plane that is parallel with and 416 feet Westerly from the above said East limiting plane, as measured on the South line of said Block "E".

Air Rights Parcel 2 - Bridge Parcel:

A portion of the airspace super adjacent to Northeast First Street, formerly a portion of Lot 11, Block 14, Town of Fort Lauderdale, Florida, as indicated in Plat Book "B", Page 40, of the Public Records of Miami - Dade County, Florida, said airspace being limited and bounded by imaginary surfaces described as follows:

Horizontal Surfaces: Above a horizontal plane that is 26.50 feet above the National Geodetic Vertical Datum (N.G.V.D.) and below a horizontal plane that is 47.50 feet above the N.G.V.D.;

Vertical Surfaces: Limited on the North by a vertical plane extended upward from the Westerly extension of the South line of Block "E" of George M. Phippen's Subdivision of Lots 3, 4, 5 and 6, Block 1, and Lots 3, 4, 5, 6, 7, 8, 9 and 10, Block 14, Town of Fort Lauderdale, Florida, as indicated by Plat Book "B", Page 146, of the Public Records of Miami - Dade County, Florida; limited on the South by a vertical plane extending upward from the Westerly extension of the North line of Block "F" of said George M. Phippen's Subdivision; limited on the East by a vertical plane that is parallel with and 419.50 feet West of a vertical plane extended upward from the Southerly extension of the East line of Lots 11 and 12 of said Block "E"; and limited on the West by a vertical plane that is parallel with and 434.50 feet Westerly from a vertical plane extending upward from the Southerly extension of the East lines of Lots 11 and 12 of Block "E".

Air Rights Parcel 3 - Bridge Approach Parcel:

A portion of the airspace super adjacent to a portion of Lot 11, Block 14, Town of Fort Lauderdale, as indicated by Plat Book "B", Page 40, of the Public Records of Miami - Dade County, Florida, said airspace being limited and bounded by imaginary surfaces described as follows:

Horizontal Surfaces: Above a horizontal plane that is 26.50 feet above the National Geodetic Vertical Datum (N.G.V.D.) and below a horizontal plane that is 47.50 feet above N.G.V.D.;

Vertical Surfaces: Limited on the North by a vertical plane that is parallel with and 35 feet North of a vertical plane extending upward from the Westerly extension of the South line of Block "E" of George M. Phippen's Subdivision of Lots 3, 4, 5 and 6, Block 1, and Lots 3, 4, 5, 6, 7, 8, 9 and 10, Block 14, Town of Fort Lauderdale, Florida, as indicated by Plat Book "B", Page 146, of the Public Records of Miami - Dade County, Florida; limited on the South by a vertical plane extending upward from said Westerly extension of said Block "E"; limited on the East by a vertical plane that is parallel with and 416 feet West of a vertical plane extending upward from the East line of Lots 11 and 12 of said Block "E" limited on the West by a vertical plane that is parallel with and 434.50 feet West of a vertical plane extending upward from the said East line of Lots 11 and 12.

Garage Easement 1:

TOGETHER WITH an easement over the property necessary to support the structural columns, elevators, structures and ramps within and supporting the parking garage located in, on, above and under the air spaces described above.

Garage Easement 2:

TOGETHER WITH an easement for (i) ingress and egress over, on and through the ramps, stairways, elevators, elevator shafts and lobbies located within said parking garage and from the exterior boundary of the garage to N.E. 2nd Street and (ii) utilities, over, on and through the ramps, stairways, elevators, elevator shafts and lobbies located within said parking garage and over, on, under and through the lands situate thereunder to the adjacent public streets or to easements which are publicly dedicated or to easements pursuant to which utility service is provided to said parking garage.