

CONSENT TO ASSIGNMENT OF LEASE AGREEMENT
(Lots 18 and 19)

THIS IS A CONSENT TO ASSIGNMENT OF LEASE AGREEMENT entered into on _____, 20__, among:

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

and

BOF FL 2001 NW 64 LLC, a Delaware limited liability company, hereinafter referred to as “Assignor”,

and

FL LLC JPTMR Holdings, LLC, a Florida limited liability company, hereinafter referred to as “Assignee”.

WHEREAS, pursuant to Resolution No. _____, adopted at its meeting of October 9, 2018, the City Commission of the City of Fort Lauderdale authorized the City Manager to enter into this Consent to Assignment of Lease Agreement; 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 Cypress Concourse A, LLC, a Delaware limited liability company (“Cypress”), 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 Cypress, SFDI and Lessor, which lease was further assigned to Assignor pursuant to that certain Assignment and Assumption of Ground Lease dated as of January 25, 2018 from Cypress to Assignor, with consent of Lessor pursuant to that certain Consent to Assignment of Lease Agreement and Mortgage of Leasehold Interest (Lots 18 and 19) dated as of January 3, 2018 among Assignor, Cypress, Piedmont Lending II, LLC, 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, at its meeting on September 27, 2018, the City of Fort Lauderdale Aviation Advisory Board recommended approval of this Consent to Assignment of Lease Agreement.

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.

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

3. 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.

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 Lease 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 Lease Agreement continue and do not expire or terminate as a result of this Consent to Assignment.

[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, City Attorney

By: _____
Lynn Solomon, Assistant City Attorney

ASSIGNOR:

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

WITNESSES:

By: BOF JV Office Portfolio LLC, a Delaware limited liability company, its sole and managing member

Print Name: _____

By: Bridge Office Fund GP LLC, a Delaware limited liability company, its managing member

Print Name: _____

By: _____
John R. Ward, its Manager

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, 20__, by John R. Ward, the manager of Bridge Office Fund GP LLC, a Delaware limited liability company, which is the managing member of BOF JV Office Portfolio LLC, a Delaware limited liability company, which is the sole and managing member of **BOF FL 2001 NW 64 LLC**, a Delaware limited liability company, on behalf of the limited liability company, who is [] personally known to me or [] who has produced as identification.

Name: _____

NOTARY PUBLIC, State of _____

My Commission Expires: _____

ASSIGNEE:

FL LLC JPTMR HOLDINGS, LLC, a
Florida limited liability company

WITNESSES:

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, 20____,
by _____, the _____ of **FL LLC JPTMR HOLDINGS, LLC**, a
Florida limited liability company, on behalf of the limited liability company, who is []
personally known to me or [] who has produced as identification.

Name: _____

NOTARY PUBLIC, State of _____

My Commission Expires: _____