This Instrument Was Prepared By:

George L. Kovac, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler St., Suite 2200
Miami, Florida 33130

Record and Return To:
George L. Kovac, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler St., Suite 2200
Miami, Florida 33130

Property Appraiser
Identification No. _____

ASSIGNMENT OF REVOCABLE LICENSE

THIS ASSIGNMENT OF REVOCABLE LICENSE (this "Assignment") is effectively entered into as of July __, 2018 ("Effective Date") by and between **315 FLAGLER, LP**, a Delaware limited partnership ("Assignor") and **315 FLAGLER OWNER, LLC**, a Delaware limited liability company ("Assignee").

RECITALS:

A. Assignor and the City of Fort Lauderdale, a Florida municipal corporation ("City"), have previously entered into that certain Revocable License dated as of June 28, 2018, and recorded on July 5, 2018, as Instrument No. 115182035 with the Broward County Commission, against that certain real property (the "Property") legally described on Exhibit A attached and made a part (as the same may be amended from time to time, the "License"), for, among other things, the purpose of temporary closures of pedestrian paths and sidewalks to facilitate the construction of the Project improvements at the Property.

B. As a condition of construction financing, Assignor's lender required Assignor to form a special purpose entity to be the owner and mortgagor of the Property. Accordingly, Assignor formed Assignee as a wholly owned subsidiary, under common control with Assignor. Assignor conveyed the property to Assignee pursuant to a Special Warranty Deed dated March 26, 2018 and recorded July 19, 2018 as Instrument Number 115210464 with the Broward County Commission.

C. Assignor desires to assign the License to Assignee, and Assignee desires to accept such assignment and to assume the obligations of the Assignor under the License, all as set forth in this Assignment.

D. Section 26 of the License requires the written consent of City to an assignment of the

License, which consent is attached to this Assignment following the signatures of Assignor and Assignee.

E. Unless otherwise provided in this Assignment, all capitalized words and phrases in this Assignment shall have the same meanings ascribed to such words and phrases in the License.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree as follows:

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest, as Licensee in, to and under the License. Assignee hereby accepts such assignment and assumes the License and agrees to keep, perform and observe all the terms, covenants, agreements and conditions therein contained on Assignor's part, as Licensor, to be kept, performed and observed with respect to any fact, event or circumstance that first occurs from and after the effective Date, subject to the terms, covenants and conditions contained in the Assignment and in the License. Assignor hereby agrees to indemnify, defend and hold harmless Assignee with respect to all terms, covenants, agreements, and conditions of License to be kept, performed, and observed with respect to any fact event or circumstance that occurred or existed prior to the Effective Date.

2. Assignee further covenants and agrees that, except for assignments to lenders or financiers as permitted pursuant to Section 26 of the License, Assignee may not assign its interest in the License without first obtaining the written consent of the City in accordance with Section of the License.

3. This Assignment may not be amended or modified in any respect whatsoever except by an instrument in writing signed by Assignor and Assignee.

4. This Assignment may be executed in counterparts by, and each counterpart shall be deemed an original instrument, and but all counterparts when taken together shall constitute but one instrument.

5. This Assignment shall be governed and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

Witnesses:

_____

Print Name: Sophia Pittaluga

ASSIGNOR

315 FLAGLER, LP, a Delaware limited partnership

By: AA FT LAUD HOTEL GP, LLC, a

Print Name: Joan Vinloy De la Cruz

Witnesses:

Print Name: Sophia Pittaluga

Print Name: Joan Vinloy De la Cruz

Delaware limited liability company,
its general partner

By: _____
Name: Carlos J. Rodriguez
Title: Manager

ASSIGNEE

315 FLAGLER OWNER, LLC, a Delaware limited liability company

By: 315 FLAGLER, LP, a Delaware limited partnership, its sole member

By:AA FT LAUD HOTEL GP, LLC, a Delaware limited liability company, its general partner

By: _____
Name: Carlos J. Rodriguez
Title: Manager

ACKNOWLEDGMENT FOR ASSIGNOR

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

The foregoing instrument was acknowledged before me this 12th day of Dec., 2018 by Carlos J. Rodriguez, as Manager of AA Ft Laud Hotel GP, LLC, a Delaware limited liability company, the general partner of 315 Flagler, LP, a Delaware limited partnership, on behalf of the Assignor. He is personally known to me or presented a Florida driver's license as identification and did not take an oath.

Martha Spiegel
Notary Public, State of Florida at Large
Print Name: _____
Commission No. _____

My Commission Expires:

MARTHA SPIEGEL
MY COMMISSION # FF925202
EXPIRES October 07, 2019
(407) 398-0153 FloridaNotaryService.com

CONSENT AND ACKNOWLEDGMENT OF THE CITY OF FORT LAUDERDALE

The undersigned City of Fort Lauderdale hereby consents to this assignment to, and assumption by, Assignee of the License.

WITNESSES:

Jeanette A. Johnson
[Witness print or type name]

Gina Rizzuti Smith
[Witness print or type name]

CITY OF FORT LAUDERDALE, a Florida municipal corporation

Dean J. Trantalis, Mayor

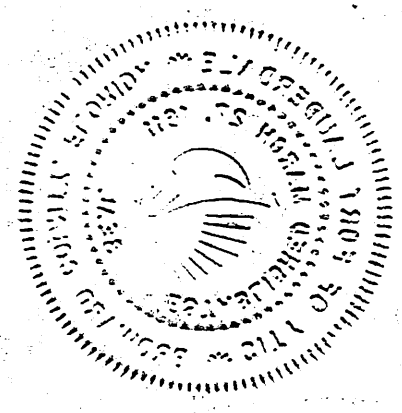
Lee R. Feldman, City Manager

ATTEST:

Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM
Alain E. Boileau, City Attorney

Lynn Solomon, Assistant City Attorney



STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 20th day of December, 2018, by Dean J. Trantalis, Mayor of the City of Fort Lauderdale, a Florida municipal corporation. He is personally known to me and did not take an oath.

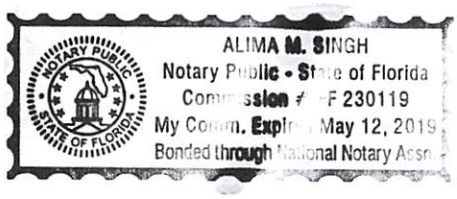
(Seal)

Alima M. Singh
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

ALIMA M. SINGH
Name of Notary Typed, Printed or Stamped

My Commission Expires: May 12, 2019

Commission Number: FF 230119



STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 20th day of December, 2018, by Lee R. Feldman, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(Seal)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Kerry Arthurs
Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number



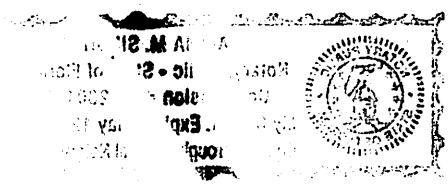


EXHIBIT "A"

Legal Description

PARCEL A

Beginning at a point on the East line of Lot 2, Block 3, of the TOWN OF FORT LAUDERDALE, according to the Plat thereof as recorded in Plat Book B, Page 40, of the Public Records of Miami-Dade County, Florida; which is 50 feet South of the Northeast corner of said Lot 2, running thence South along the East line of said Lot 2, a distance of 100 feet; thence running West parallel to the North line of said Lot 2, a distance of 155 feet; thence running North, parallel to the East line of said Lot 2, a distance of 100 feet; thence East, parallel to the North line of said Lot 2, a distance of 155 feet to the Point of Beginning.

PARCEL B

Beginning at a point on the West line of Lot 2, of Block 3, of the TOWN OF FORT LAUDERDALE, according to the Plat thereof as recorded in Plat Book B, Page 40, of the Public Records of Miami-Dade County, Florida; 50 feet South of the Northwest corner of said Lot 2, thence running South along the West line of said Lot 2, a distance of 100 feet; thence East parallel to the North line of said Lot 2 a distance of 14 feet to the Southwest corner of the first above described parcel; thence running North along the West line of the first above described parcel, a distance of 100 feet to the Northwest corner of the first above described parcel; thence West parallel to the North line of said Lot 2, to the Point of Beginning.

PARCELS A AND B ALSO KNOWN AS:

The South 100.00 feet of the North 150.00 feet of Lot 2, Block 3, TOWN OF FORT LAUDERDALE, according to the Plat thereof, as recorded in Plat Book B, Page 40, of the Public Records of Miami-Dade County, Florida, lying West of the Westerly right-of-way for Northwest First Avenue. ALL OF ABOVE LANDS, situate, lying and being in Broward County, Florida.

PARCEL C

The North Fifty (N 50') feet of Lot Two (2), Block Three (3), Less road right-of-way for Northwest 4th Street and Northwest 1st Avenue, Block Three (3), TOWN OF FORT LAUDERDALE, according to the Plat thereof, recorded in Plat Book B, Page 40, of the Public Records of Miami-Dade County, Florida. Said lands situate, lying and being in Broward County, Florida.

ALL OTHERWISE KNOWN AS:

Parcel A, of 315 FLAGLER, being a replat of a portion of Lot 2, Block 3, Town of Fort Lauderdale (Plat Book B, Page 40, of the Public Records of Miami-Dade County, Florida), as recorded in Plat Book 182, Page 137, of the Public Records of Broward County, Florida.

1L6
12/21/18

COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 12/14/18

DOCUMENT TITLE: Assignment of Revocable License – 315 Flagler LP to 315 Flagler Owners, LLC

COMM. MTG. DATE: 9/25/18 **CAM #:** 18-1018 **ITEM #:** CM-7 **CAM attached:** ☒YES ☐NO

Routing Origin: CAO **Router Name/Ext:** Shaniece Louis / Ext. 5036

CIP FUNDED: ☐ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least $50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

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2) City Attorney's Office # of originals attached: 1 Approved as to Form: ☒YES ☐NO

Date to CCO: 12/19/18 **LS**
Initials

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3) City Clerk's Office: # of originals: _____ **Routed to:** Gina Ri/CMO/X5013 **Date:** _____

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4) City Manager's Office: CMO LOG #: Dec-74 Date received from CCO: 12/19/18

Assigned to: L. FELDMAN ☒ S. HAWTHORNE ☐ C. LAGERBLOOM ☐
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: **S. HAWTHORNE** _____ (Initial/Date) **C. LAGERBLOOM** _____
(Initial/Date) ☐ **PENDING APPROVAL** *(See comments below)*
Comments/Questions: _____

Forward ___ originals to ☐ Mayor ☐ CCO **Date:** _____

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5) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) **Date:** _____

INSTRUCTIONS TO CLERK'S OFFICE

City Clerk: Retains 0 original and forwards 1 original(s) to: Shaniece Louis / CAO / Ext. 5036 ***(Name/Dept/Ext)***

Attach ___ certified Reso # ____ ☐YES ☐NO **Original Route form to CAO**

****please email an executed copy to Shaniece Louis ****