

Assignment and Assumption of Contracts

This Assignment and Assumption of Contracts (the "Assignment") is made this _____ day of _____, 2016, by and between TA Realty Associates Fund IX, LP, a _____ ("Assignor") for the benefit of _____, its successors and assigns ("Assignee").

Assignor is currently the owner of certain real property in Orlando, Florida commonly known as 54 and 55 West (the "Property"). Assignor has previously entered into certain contracts and/or agreements with the City of Orlando relating to the construction, development and operation of the Property, as such contracts are specifically enumerated on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Contracts").

In connection with the sale of the Property by Assignor to Assignee pursuant to a certain _____, by and between Assignor, as seller, and Assignee, as buyer (the "_____ Agreement"), Assignor desires to transfer, assign and set-over as of the day hereof to Assignee all of Assignor's right, title and interest in and to the Contracts, provided that Assignee assumes all of the Assignor's obligations under the Contracts from this day forward..

NOW, THEREFORE, for Ten Dollars (\$10), the consideration of the parties under the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Effective as of the date hereof, Assignor hereby transfers, assigns and sets-over to Assignee all of Assignor's right, title and interest in and to the Contracts.
2. Effective as of the date hereof, Assignee hereby (a) expressly assumes and agrees to be liable for and to pay and perform all of the terms, conditions, liabilities and obligations of the Owner under the Contracts to the same extent that the Assignor is liable, with the same force and effect as if the Assignee was the original party to the Contracts and (b) agrees to be bound by each and every one of the representations, warranties, covenants, obligations and agreements made by Assignor in the Contracts.
3. This Assignment is subject to all of the terms and conditions of the Purchase Agreement.

[Signatures Are On Next Page]

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:

TA REALTY ASSOCIATES IX, LP, a

BY:

BY: _____

NAME: _____

ITS: _____

ASSIGNEE:

CONSENT OF THE CITY OF ORLANDO

THE CITY OF ORLANDO hereby consents to the assignment described in the Assignment and Assumption of Contracts to which this Consent is attached.

ATTEST:

CITY OF ORLANDO, FLORIDA

By: _____

By: _____

Name: _____

Name: _____

Title: City Clerk

Title: Mayor

APPROVED AS TO FORM AND
LEGALITY FOR THE USE AND
RELIANCE OF THE CITY OF ORLANDO,
FLORIDA ONLY

_____, 2016

Assistant City Attorney

EXHIBIT A
CONTRACTS

1. Amended and Restated Economic Development Incentive Agreement 55 West On The Esplanade, dated as of December 6, 2010, by and between the City of Orlando, Florida (the “City”) and FFWO, LLC, a Florida limited liability company (“FFWO”);
2. Arts Space Lease 55 West and Church Street Market, 55 & 54 West Church Street, Orlando, Florida, dated as of December 6, 2010 (as amended), by and between FFWO, as landlord, and the City, as tenant;
3. Amended and Restated Garage Lease Agreement, dated December 6, 2010, by and between the City, as landlord, and FFWO, as tenant; and
4. Amended & Restated Parking Garage Operating Agreement, dated December 6, 2010, by and between FFWO and the City.