
SUBLEASE AGREEMENT

BETWEEN THE

THE CITY OF SUNRISE, FLORIDA

AND

SAWGRASS PARKING DECK, LLC

DATED _____

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SUBLEASE AGREEMENT

This Sublease Agreement (this "Sublease") is entered into this ____ day of _____, 2014, by and between the City of Sunrise, Florida (the "City") and SAWGRASS PARKING DECK, LLC, a Delaware limited liability company (the "Sublessee").

ARTICLE I

DEFINITIONS

SECTION 1.01 DEFINITIONS. As used in this Sublease, capitalized words and phrases shall have the definitions contained in the Parking Garages Construction and Development Agreement of the same date as this Sublease unless the context requires a different interpretation.

(A) **"Development Agreement"** means that Parking Garages Construction and Development Agreement of the same date between the City, Sunrise Mills (MLP) Limited Partnership, Sawgrass Mills Phase II Limited Partnership, Sawgrass Mills Phase III Limited Partnership, Sawgrass Mills Phase IV, L.L.C. and the Sublessee providing for the construction and financing of the Parking Garages.

(B) **"Developer"** means collectively Sunrise Mills (MLP) Limited Partnership, Sawgrass Mills Phase II Limited Partnership, Sawgrass Mills Phase III Limited Partnership, Sawgrass Mills Phase IV L.L.C., and Sawgrass Parking Deck, LLC.

(C) "Easement and Operating Agreement" means that certain Easement and Operating Agreement of even date herewith between the Developer, the Sublessee, and the City, together with any modifications, amendments, restatements and supplements thereto.

(D) "**Ground Lease**" means that certain lease of the Subleased Premises of even date between the Sublessee and the City, together with any modifications, amendments, restatements and supplements thereto.

(E) "**Imposition**" means all governmental assessments, fire fees, parking surcharges, excises, license and permit fees, levies, charges and taxes, general and special, ordinary and extraordinary, of every kind and nature whatsoever (irrespective of their nature, including, without limitation, all such charges based on the fact of a transaction, irrespective of how measured) which at any time during the Term of this Sublease may be assessed, levied, confirmed, imposed upon, or become due and payable out of or in respect of, or become a lien on, all or any part of the Project, the land and/or improvements thereon, or any fixtures, equipment or personal property placed therein or thereon, including, without limitation, ad valorem and other similar taxes on the real estate, the leasehold interest and/or personal property.

(F) "**Parking Garages**" means the two (2) parking garages to be constructed on the premises legally described in **Exhibits A-1 and A-2**, along with the Ancillary Infrastructure (as such term is defined in the Development Agreement).

(G) "**Project**" means the Parking Garages to be constructed by the Developer and owned by the City .

(H) **"Shopping Center"** means that certain shopping center located in the City of Sunrise and commonly known as "Sawgrass Mills" and "The Colonnade at Sawgrass."

(I) **"Subleased Premises"** means the premises described in Exhibits A-1 and A-2 attached hereto and the improvements thereto from time to time, including without limitation, the Parking Garages.

ARTICLE II

SUBLEASED PREMISES AND TERM

SECTION 2.01. SUBLEASED PREMISES. The City hereby subleases to the Sublessee the Subleased Premises legally described along with the description of the improvements on such Subleased Premises in Exhibit A-1 and A-2 and incorporated under this Sublease by this reference.

Simultaneously with the execution of this Sublease (i) the Developer, and City have entered into the Development Agreement to establish the guidelines for the construction, maintenance, and payment, among other matters, of the Subleased Premises, (ii) the Sublessee and City have entered into that certain Ground Lease leasing to the City the Subleased Premises for a term of years in the form and subject to the duties, obligations and conditions contained in the Ground Lease, and (iii) the Developer, the Sublessee, and City have entered into that certain Easement and Operating Agreement granting certain easement rights and agreeing to certain covenants and conditions for the operation, maintenance and repair of the Parking Garages.

SECTION 2.02. TERM OF SUBLEASE. The term of this Sublease shall commence upon the issuance of a Certificate of Final Completion for the initial Parking

Garage to be constructed by Developer as provided in Section 3.14 of the Development Agreement, and shall expire upon the expiration or earlier termination of the Ground Lease. Upon expiration or earlier termination of this Sublease, all right, title and interest of the City in and to the Parking Garages shall, automatically and without any payment to the City, revert to the Sublessee. At the Sublessee's option, the City shall furnish the Sublessee and/or Developer with a Bill of Sale to the Sublessee transferring ownership interest of the City in the Parking Garages in the form of Exhibit B attached hereto.

ARTICLE III

USE OF SUBLEASED PREMISES

SECTION 3.01. USE OF SUBLEASED PREMISES. Pursuant to the terms of this Sublease, the Sublessee shall utilize the Subleased Premises exclusively for the parking garages and for ingress and egress and other purposes incidental to the use and operation of the Project as parking garages as provided in the Master Covenants (defined in Section 5.03 below), the Ground Lease, and in the Easement and Operating Agreement. The Parking Garages shall be operated at all times for the use and benefit of the public and all of the Parking Garages shall be available to the public without discrimination. The Sublessee shall conduct its operations in an ordinary manner reasonably intended not to be offensive to customers, parties and the general public in the immediate vicinity of the Parking Garages. The Sublessee and/or the Developer are authorized to offer valet parking services, vending machines and other amenities at the Sublessee's and/or the Developer's discretion from time to time within the Subleased Premises. In addition, the Sublessee and/or Developer shall have the right to hold

promotional and other, similar events within the Subleased Premises subject to compliance with Chapter 16, Article XVIII of the City Land Development Code, as amended from time to time. Promptly after execution of this Sublease, the City and the Sublessee and/or the Developer shall prepare and execute a separate agreement establishing their respective rights and obligations for valet services including, but not limited to, their respective share of the revenues derived therefrom.

SECTION 3.02. CONTINUOUS DUTY TO OPERATE. Except where the Subleased Premises are rendered untenable by reason of fire or other casualty as set forth in this Sublease, the Sublessee shall at all times during the term of this Sublease: (i) occupy the Subleased Premises; (ii) regularly maintain and operate the Subleased Premises in accordance with the terms of this Sublease (or have the ability to hire a third party to maintain/operate the Subleased Premises); and (iii) keep the Subleased Premises open for operation.

SECTION 3.03. COMPLIANCE WITH LAW. Sublessee, at its expense, shall promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all governmental authorities having jurisdiction, affecting or applicable to the Subleased Premises or the cleanliness, safety, occupancy and use of the same, whether or not any such law, order, rule, regulation or requirement is substantial, or foreseen or unforeseen, or ordinary or extraordinary; or shall necessitate structural changes or improvements or interfere with the use and enjoyment of the Subleased Premises.

SECTION 3.04. ACCEPTANCE OF SUBLEASED PREMISES. Sublessee acknowledges that as a material condition to the consummation of the transactions contemplated by this Sublease, Sublessee is subleasing the Subleased Premises on an "as is, where is" basis. There are no warranties, express, implied or statutory, including, but not limited to, representations as to the physical or other condition of the Subleased Premises or implied warranties of merchantability or fitness for a particular purpose, with respect to the Subleased Premises. Sublessee acknowledges and agrees that it has made a thorough and careful examination of the Subleased Premises and has assured itself that the Subleased Premises are suitable for the uses permitted hereunder. Sublessee shall be deemed to have accepted the Subleased Premises with and subject to all defects and deficiencies.

SECTION 3.05. UTILITIES. The Sublessee, at its sole cost and expense, shall be responsible for all utilities rendered or supplied upon or in connection with the Subleased Premises, including but not limited to, electricity, telephone, water, sanitary sewer, stormwater fees, trash and garbage removal.

SECTION 3.06. SERVICES. The Sublessee shall, at its sole cost and expense, cause to be provided to the Project all services required to operate the Project on the Subleased Premises (including, without limitation, the Parking Garages), including, without limitation, water and sewer service, pest control, exterior landscaping, exterior grounds maintenance and cleanup, security as is required for similar facilities, and electric current for normal use and light.

ARTICLE IV

OBLIGATION TO MAINTAIN AND REPAIR

SECTION 4.01. REPAIRS. The Sublessee shall keep in good order, condition and repair the Subleased Premises (including, without limitation, the Parking Garages and all of the other improvements constituting the Subleased Premises), whether or not the need for such repair occurs as a result of Sublessee's use, any prior use, the elements or the age of such portion of the Subleased Premises. The Sublessee shall, at its sole cost and expense, provide all maintenance, including preventative maintenance, repairs and replacements, as necessary, to the Subleased Premises and the Parking Garages, including, but not limited to, the pavement, driveways, lighting, mechanical equipment, fixtures, floor coverings, building interior and exterior walls, structural, roof, ceilings, plumbing, heating, electrical and life safety systems installed or furnished by the Sublessee. The Sublessee shall not commit, or suffer to be committed, any waste in or upon the Subleased Premises. All maintenance, repairs and replacements shall be performed in a manner and level of service consistent with the Shopping Center. All repairs made by the Sublessee shall be substantially equal in quality and class to the original quality of the improvement being repaired. Any such repairs shall be promptly and diligently performed and completed. It is clearly intended by the parties hereto that the City have no obligation, in any manner whatsoever, to repair or maintain the Subleased Premises, the improvements thereon or the equipment therein, whether structural or non-structural, all of which obligations are intended to be assumed and performed solely by Sublessee and at Sublessee's sole cost and expense.

SECTION 4.02 Intentionally omitted.

SECTION 4.03 PREVENTATIVE MAINTENANCE AND SERVICES.

The Sublessee shall, at its sole cost and expense, provide the following preventative maintenance and services:

(A) Cleaning and janitorial services for the Subleased Premises, including but not limited to the Parking Garages;

(B) Grounds services including lawn, shrub and tree maintenance and removal of any rubbish or obstructions from the Subleased Premises, including but not limited to the Parking Garages;

(C) Vermin control as necessary with respect to the Subleased Premises, including but not limited to the Parking Garages; and

(D) Painting of interior and exterior of buildings, painting of signs, if applicable, and restriping of parking spaces on Subleased Premises, including but not limited to the Parking Garages as necessary.

In addition to the above, commencing during the fourth Sublease Year following the Sublessee's initial occupancy of the Parking Garages, and once every five (5) years thereafter, the Sublessee, at its sole cost and expense, shall have a qualified engineer perform a physical inspection of the Subleased Premises including, but not limited to, all structural components, plumbing, life safety, electrical, heating and air conditioning systems, and mechanical equipment as part of a preventative maintenance program. The Sublessee shall submit the engineer's report along with a proposed plan for the funding

and implementation of the recommendations contained in the engineer's report to the City by the end of the Sublease Year in which such report is due for the City's review.

The Sublessee shall, at all times, be responsible for the condition of the Subleased Premises and shall perform repairs required in a timely manner so as to prevent injury to persons and waste to property.

SECTION 4.04. FUND FOR REPAIRS AND MAINTENANCE. Sublessee shall deliver to the City, on or before the commencement of the term of this Sublease, and on the same date annually thereafter, the sum of \$45,000 ("Maintenance Fund") as security for the faithful performance by Sublessee of the terms and provisions of Sections 4.01 and 4.03 above with respect to Parking Garage 1. Upon issuance of the Certificate of Completion for Parking Garage 2, the Maintenance Fund shall increase to \$90,000 as security for the faithful performance by Sublessee of the terms and provisions of Sections 4.01 and 4.03 above for both Parking Garages. The City shall deposit the Maintenance Fund in a segregated interest bearing account with an FDIC insured financial institution doing business in Broward County, Florida. The Maintenance Fund shall not be commingled with any other funds of the City and shall be used only for the purposes provided herein. All interest earned on the Maintenance Fund shall be added to the Maintenance Fund and be deemed to be a part of the Maintenance Fund.

It is agreed: (i) that the City, at the City's option, may at the time of any Event of Sublessee's Default, apply the Maintenance Fund or any part thereof towards the performance of each and every one of Sublessee's maintenance and operational obligations as set forth in Sections 4.01 and 4.03 of this Sublease, but such obligations

and Sublessee's liability under this Sublease shall thereby be discharged only to the extent of the sums so applied by the City, and Sublessee shall remain liable for any amounts that such sums shall be insufficient to pay; (ii) that the City may exhaust any and all rights and remedies against Sublessee before resorting to said sum, but nothing herein contained shall require or be deemed to require the City to do so; (iii) that, in the event the City uses, applies or retains the whole or any part of the Maintenance Fund in accordance with this Section 4.04, Sublessee shall, within thirty (30) days of the City's demand, pay to the City the sum so used, applied or retained which shall be added to the Maintenance Fund so that the same shall be replenished to its former amount; and (iv) that, in the event the Maintenance Fund shall not be utilized for any such purposes, then twenty-five percent (25%) of such Maintenance Fund (or the portion not utilized by the City hereunder) plus all interest accrued, shall be returned by the City to Sublessee on a quarterly basis, so that the amount of the Maintenance Fund not utilized for such purposes shall be returned to the Sublessee by the end of each year.

SECTION 4.05. CITY'S RIGHT TO MAKE REPAIRS. If the Sublessee or any mortgagee of the Developer refuses, neglects or fails to provide the services required under this Article IV and does not provide adequate services within thirty (30) days after written demand from the City to the Sublessee and to any mortgagee of the Developer, except (a) as otherwise provided in this Sublease relating to force majeure provisions, and (b) unless such services cannot be provided within thirty (30) days, in which circumstance Sublessee, or at its option any mortgagee of Developer, shall commence to provide such services within thirty (30) days and continue diligently to

pursue same to completion thereafter, then subject to the terms and conditions of the Easement and Operating Agreement, the City may, at its option, after five (5) business days' notice to Sublessee of the City's election of such option, take corrective measures or cause the Parking Garage Parcels to be cleaned or repaired without waiving its right based upon any default of the Sublessee and without releasing the Sublessee from the obligations hereunder. The Sublessee shall pay the City the full cost of such work within thirty (30) days of receipt of an invoice indicating the cost of such corrective measures or cleanup. Failure to pay such invoice shall constitute an Event of Sublessee's Default under this Sublease.

ARTICLE V

OPERATION OF SUBLEASED PREMISES

SECTION 5.01. Intentionally omitted.

SECTION 5.02. EMPLOYEES. Subject to the terms and conditions of the Easement and Operating Agreement, all Project employees engaged in the operation or maintenance of the Subleased Premises shall be employees of the Sublessee or of contractors, licensees, agents, or subcontractors retained by Sublessee or the operator, for whom Sublessee or such operator of the Project delegated by Sublessee shall, in all respects, be responsible and liable, and shall be trained, hired, instructed, supervised and directed by the Sublessee, such operator delegated by Sublessee or the contractors, licensees, agents, or subcontractors retained by Sublessee or the operator. Sublessee agrees that it will not discriminate (nor permit its operator to discriminate) upon the basis of race, creed, color, national origin or sex in the hiring of any Project employees

hereunder. Sublessee (and its delegated operator and their respective contractors, licensees, agents, or subcontractors) shall comply in all respects with all applicable laws relating to their employment of Project employees.

SECTION 5.03. MASTER COVENANTS. Notwithstanding anything to the contrary contained herein, the City acknowledges and agrees that pursuant to the Master Declaration of Easements, Covenants and Restrictions recorded in Official Records Book 17270, Page 391 of the Public Records of Broward County, Florida, as amended (“Master Covenants”), the Project is intended to be and shall be Common Areas under the Master Covenants and the costs and expenses incurred by Sublessee hereunder to maintain, repair, inspect, replace and operate the Project shall, at Sublessee's election to the extent permitted under the Master Covenants, constitute Common Expenses (as defined in the Master Covenants) which may be assessed to, others (but not the City) in accordance with the Master Covenants.

SECTION 5.04. IMPOSITIONS. The Sublessee shall pay, as they become due, any and all Impositions, before any fine, penalty, interest or cost may be added to such Imposition. The Sublessee shall have the right to contest and seek a refund of any and all Impositions and, in the event Sublessee is successful with such contest, Sublessee shall be entitled to any and all overpayments of Impositions, including interest, resulting therefrom.

SECTION 5.05. PAYMENT OF AD VALOREM TAXES AND SPECIAL ASSESSMENTS. It is acknowledged and agreed by the Sublessee that it is the equitable owner of all property interests in the Subleased Premises for purposes of taxation,

notwithstanding the leasehold interest of the City, and that the Sublessee shall have the obligation to pay all ad valorem taxes imposed by the City or any other taxing authority on the just value of the Subleased Premises, and shall have the obligation to pay all non-ad valorem assessments imposed against the Subleased Premises.

SECTION 5.06. HANDLING OF HAZARDOUS MATERIALS. The Sublessee shall, at its sole cost and expense, at all times and in all respects in connection with its use of the Subleased Premises, comply with all federal, state and local laws, statutes, ordinances and regulations, rulings, policies, orders and administrative actions and orders ("Hazardous Materials Laws"), including, without limitation, any Hazardous Materials Laws relating to industrial hygiene, environmental protection or the use, analysis, generation, storage, disposal, or transportation of any fuel, oils, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, infectious waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "Hazardous Substances," "Hazardous Wastes," "Hazardous Materials" or "Toxic Substances," under any such laws, ordinances or regulations (collectively, "Hazardous Materials"). The Sublessee shall, at its sole cost and expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals relating to the presence of Hazardous Materials within, on, under or about the Subleased Premises required for the Sublessee's use of any Hazardous Materials in or about the Subleased Premises in conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding management of such Hazardous Materials. The City and the

Sublessee agree that the Sublessee may use materials in quantities that are necessary for the construction of the Project and use of the Subleased Premises for the purposes stated herein, provided that any such materials which are Hazardous Materials shall be handled strictly in accordance with, and maintained at levels that are not in violation of any Hazardous Materials Laws. The City agrees that it shall not use, handle, transport, dispose of or store any Hazardous Materials in connection with its use of the Subleased Premises for police and fire training. Except for ordinary cleaning supplies or materials used in maintenance or repairs (which shall be used and maintained by Sublessee in accordance with all applicable Hazardous Materials Laws), the Sublessee represents and warrants that it shall not use, handle, transport, dispose of or store in, on or under the Subleased Premises any Hazardous Materials in connection with its operation of the Subleased Premises.

The Sublessee shall at all times during the Term and at the expiration of this Sublease, at its sole cost and expense, be responsible for performing any removal, remediation, cleanup or restoration required as a result of a release of Hazardous Materials in or about the Subleased Premises except for any release caused by the City, its employees, contractors, or persons using the Subleased Premises pursuant to the overflow parking arrangements for the BB&T Center and the Metropica Transit Center referred to in the Ground Lease.

Upon termination or expiration of the Sublease, the Sublessee shall, at its sole cost and expense, cause all Hazardous Materials, including storage devices, placed in or about the Subleased Premises by the Sublessee or its members or guests, or at the Sublessee's

direction, to be removed from the Subleased Premises and transported for use, storage or disposal in accordance and compliance with all applicable Hazardous Materials Laws.

ARTICLE VI

INSURANCE; DAMAGE; AND DESTRUCTION

SECTION 6.01. INSURANCE COVERAGE.

(A) Sublessee agrees, at its sole expense, to maintain on a primary, non-contributory basis during the life of this Sublease or the performance hereunder, insurance coverage, limits, and endorsements, unless otherwise noted herein. Sublessee agrees to provide evidence of Commercial General Liability, Commercial Umbrella/Excess Liability, Commercial Auto Liability, "All Risk" Property Insurance, and Worker's Compensation coverage at execution of this Sublease.

(B) The Sublessee agrees the insurance requirements herein as well as City's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Sublessee under this Sublease.

SECTION 6.02. COMMERCIAL GENERAL LIABILITY. Sublessee agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence \$2,000,000 General Aggregate. Sublessee agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Contractual Liability or Cross Liability as pertains to the City.

SECTION 6.03. ADDITIONAL INSURED ENDORSEMENTS. Sublessee agrees to endorse the City as an Additional Insured on the Commercial General Liability

with one of the following Additional Insured endorsements, or a similar endorsement providing equal or broader Additional Insured coverage:

A. CG 2011 01 96 Additional Insured – Managers or Lessors of Premises,
or

B. CG 2026 07 04 or GC 2026 04 13 Additional Insured – Designated Person or Organization endorsement along with 2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations, or

C. CG 2010 07 04 or GC 2010 04 13 Additional Insured – Contractors, Lessees or Contractors, - Scheduled Person or Organization endorsement along with GC 2037 10 01 Additional Insured – Contractors, Lessees or Contractors – Completed Operations.

SECTION 6.04. COMMERCIAL AUTOMOBILE LIABILITY. Sublessee agrees to maintain Commercial Automobile Liability in the amount of \$2,000,000 combined single limit. Coverage shall include liability for Owned, Non-Owned & Hired automobiles.

SECTION 6.05. COMMERCIAL UMBRELLA/EXCESS LIABILITY. Sublessee agrees to maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$10,000,000 Each Occurrence \$10,000,000 Aggregate. The Sublessee agrees to endorse the City as an "Additional Insured" on the Commercial Umbrella/Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure/true follow-form basis.

SECTION 6.06. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY. Sublessee agrees to maintain its own Worker's Compensation and Employers Liability Insurance.

SECTION 6.07. "ALL RISK" PROPERTY INSURANCE.

(A) "All Risk" Property Insurance coverage, including windstorm coverage, written on a replacement cost basis, insuring against loss or damage by fire, windstorm, vandalism, malicious mischief, water damage to contents, sprinkler leakage and special coverage, insuring one hundred percent (100%) of the replacement cost of each Parking Garage(s) as construction is completed, including all alterations, improvements, fixtures, equipment, furniture, personal property, trade fixtures and floor coverings in and about the Subleased Premises (two parking garages). Sublessee agrees that coverage will be endorsed to include Building Ordinance & Law coverage.

(B) Sublessee agrees to endorse the City as a "Loss Payee" on the Building and Personal Property Insurance coverage form.

SECTION 6.08. DEDUCTIBLES, COINSURANCE PENALTIES AND SELF-INSURED RETENTIONS. Sublessee agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation.

SECTION 6.09. WAIVER OF SUBROGATION. Sublessee agrees by entering into this written Agreement to a Waiver of Subrogation under the Commercial General Liability with the GC 2404 A 05 09 Waiver of Transfer of Rights of Recovery Against Others to Us, or similar endorsement providing equal or broader Waiver of Subrogation for every other required policy herein in favor of the City for each required policy providing coverage for the life of this Sublease. When required by the insurer, or should a policy condition not permit Sublessee to enter into a pre-loss agreement to waive subordination without an endorsement, Sublessee agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition that specifically prohibits such an endorsement, or voids coverage should the Sublessee enter into such an agreement on a pre-loss basis.

SECTION 6.10. NO REPRESENTATION OF COVERAGE ADEQUACY. The coverage, limits or endorsements required herein protect the primary

interests of the City, and Sublessee agrees that in no way should these coverage, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Sublessee against any loss exposures, whether as a result of the Project(s) or otherwise.

SECTION 6.11. CERTIFICATE OF INSURANCE.

(A) Sublessee agrees to provide City a Certificate of Insurance evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Sublessee's insurer. If Sublessee receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Sublessee agrees to notify the City by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

(B) Sublessee agrees that the City reserves the right to withhold any applicable payment to Sublessee until evidence of reinstated or replacement coverage is provided to the City. If Sublessee fails to maintain the insurance as set forth herein, Sublessee agrees that the City shall have the right, but not the obligation, to purchase replacement insurance, which the Sublessee agrees to reimburse any premiums or expenses incurred by the City.

(C) Sublessee agrees the Certificate(s) of Insurance shall:

1. Clearly indicate that the City has been endorsed on the Commercial General Liability as an Additional Insured.

2. Clearly indicate that the City is endorsed as an Additional Insured on the Commercial Umbrella/Excess Liability and a Loss Payee on the "All Risk" Property Insurance.

3. Clearly indicate the project names and/or building names.

4. Clearly identify each policy's limits.

5. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage, if available. If Sublessee receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Sublessee agrees to notify the City by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance.

6. Clearly indicate Certificate Holder(s) as follows:

Original to:

City of Sunrise, Purchasing Dept.
Attn: Purchasing Director
10770 W. Oakland Park Blvd
Sunrise, FL 33351
Fax (954) 572-2278

Copy to:

City of Sunrise, Risk Mngt. Division
Attn: Risk Manager
10770 W Oakland Park Blvd
Sunrise, FL 33351
Fax (954) 572-2382

SECTION 6.12. DESTRUCTION OF SUBLEASED PREMISES. During the period from the commencement of construction of the Project through the Substantial

Completion of the Project the following shall govern with regard to the use of insurance proceeds and reconstruction of the Project after a casualty.

From and after the Substantial Completion of the Project through the end of the Term, if either Parking Garage shall be damaged by fire or other casualty, Sublessee shall promptly notify the City of such damage and Sublessee shall, at its sole cost and expense (but subject to the terms and provisions of Section 6.13 below), proceed in good faith and with reasonable diligence, but in no event later than one hundred eighty (180) days following the casualty, to commence to rebuild, replace and repair the Parking Garages to a condition comparable to the condition that existed prior to the casualty. Sublessee shall diligently and continuously pursue such rebuilding, replacement and repair within a reasonable time based upon the extent of the repairs required. In the event that more than fifty percent (50%) of the gross floor area of the Parking Garages is damaged, Sublessee shall diligently and continuously pursue all rebuilding, replacement or repair work which shall be substantially completed no later than fifteen (15) months following commencement of such work or such additional time as reasonable under the circumstances. Failure to commence or complete the repair, replacement or rebuilding within the time herein stipulated, subject to Unavoidable Delay, shall give the City the right to terminate this Sublease. The City or anyone acting by, through or under it, shall not be liable for interruption to Sublessee's and/or its tenants' businesses or for damage to or replacement or repair of Sublessee's and/or its tenants' (and their respective guests and invitees) personal property or to any improvements installed in the Subleased Premises, resulting from a casualty. Notwithstanding the partial or total destruction of the

Subleased Premises or any part thereof, and notwithstanding whether or not the casualty is insured, there shall be no abatement of any obligation of Sublessee hereunder by reason of such damage or destruction.

SECTION 6.13. DEMOLITION AND RECONSTRUCTION. If the Parking Garages shall be so substantially damaged that it is reasonably necessary in Sublessee's judgment to demolish the Parking Garages for the purpose of reconstruction, Sublessee may demolish the same. All restoration, repairs and reconstruction of the Parking Garages and other improvements on the Subleased Premises shall be performed by Sublessee in compliance with the terms and conditions of this Sublease governing Repairs as set forth in Article IV; provided, however, that in the case of a casualty that damages or destroys more than fifty percent (50%) of the Parking Garages, Sublessee's restoration and reconstruction of the Parking Garages shall be performed under the same terms and conditions applicable to the initial construction of the Parking Garages as provided in the Development Agreement.

ARTICLE VII

DEFAULT PROVISIONS

SECTION 7.01. EVENTS OF SUBLESSEE'S DEFAULT. Each of following events is defined as an "Event of Sublessee's Default":

(A) The failure of the Sublessee to perform any of the covenants, conditions and agreements required to be performed by the Sublessee; and the continuance of the failure for a period of thirty (30) days after notice in writing (which notice shall specify the respects in which the City contends that the Sublessee has failed to perform any of the

covenants, conditions and agreements) from the City to the Sublessee, the Developer, and any mortgagee of the Developer, unless with respect to any default which cannot be cured within thirty (30) days (provided that any failure that can be cured by the payment of money shall never be deemed a failure that cannot be completely cured within thirty (30) days), the Sublessee, the Developer, any mortgagee of the Developer at its option, or any person holding by, through or under the Sublessee, in good faith, promptly after receipt of written notice, shall have commenced such cure within thirty (30) days and continued diligently to reasonably prosecute all action necessary to cure the default;

(B) The filing of an application by the Sublessee: (i) for a consent to the appointment of a receiver, trustee or liquidator of itself or all its assets; (ii) of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing its inability to pay its debts as they come due; (iii) of a general assignment for the benefit of creditors; or (iv) of an answer admitting the material allegations of, or its consenting to, or defaulting in answering, a petition filed against it in any bankruptcy proceeding; or

(C) The entry of an order, judgment or decree by any court of competent jurisdiction, adjudicating the Sublessee as bankrupt, or appointing a receiver, trustee or liquidator of it or of its assets, and this order, judgment or decree continuing unstayed which is not dismissed within sixty (60) days, or if this Sublease is taken under a writ of execution;

(D) The abandonment of all or any portion of the Subleased Premises by the Sublessee;

(E) Sublessee's failure to adequately bond or cause to be released any mechanic's liens filed against the Subleased Premises within thirty (30) days after receiving notice thereof; or

(F) Any attempted transfer, conveyance, assignment, hypothecation or subletting of the Subleased Premises, or any part thereof, other than as expressly permitted hereunder..

SECTION 7.02. REMEDIES IN EVENT OF SUBLESSEE'S DEFAULT.

The City may treat any one or more of the Event(s) of Sublessee's Default as a breach of this Sublease, and thereupon at its option, without further notice or demand of any kind to the Sublessee or any other person except as provided for in this Article or in Section 4.05 of this Sublease, the City shall have, in addition to every other right or remedy existing at law or equity (including, without limitation, the remedy of specific performance and/or injunctive relief), as well as the right to apply the Maintenance Fund towards the repair, operational and maintenance obligations of the Sublessee, the right to immediately terminate the Sublessee's right of possession under this Sublease and to collect any other sum of money due under the terms of this Sublease and damages resulting from such default.

SECTION 7.03. WAIVERS AND SURRENDERS TO BE IN WRITING.

Any default on the part of the Sublessee with the knowledge of the City of performance of any of the conditions, agreements or covenants of this Sublease, shall not be deemed to be a waiver of any provision of this Sublease. Notwithstanding the foregoing, the City must advise the Sublessee forthwith in writing of any breach of this Sublease which the

City has knowledge of. No failure on the part of the City to enforce any covenant or provision contained in this Sublease, or any waiver of any right under it by the City, unless in writing, shall discharge or invalidate such covenant or provision or affect the right of the City to enforce it in the event of any subsequent breach or default. No covenant or condition of this Sublease shall be deemed to have been waived by the City unless the waiver be in writing. The consent of the City to any act or matter must be in writing and shall apply only with respect to the particular act or matter to which the consent is given and shall not relieve the Sublessee from the obligation, wherever required under this Sublease, to obtain the consent of the City to any other act or matter.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

SECTION 8.01. LIABILITY OF CITY. Notwithstanding anything contained herein to the contrary, wherever the City's approval or consent or review or evaluation of any documents (including, but not limited to, the Design Documents) or any submittals made by the Sublessee to the City is required or permitted pursuant to this Sublease, no such action taken by the City shall create or impose upon the City any liability or responsibility for any errors, omissions, or inconsistencies that are contained in any such documents consented to, approved, reviewed or evaluated by City, nor shall such action taken by the City be construed or interpreted to absolve the Sublessee of liability or responsibility for such documents prepared and/or submitted to City or its professionals, consultants, employees, agents, or any other person or entity for which or whom the Sublessee is, or should reasonably be held, responsible or accountable,

including without limitation . Anything to the contrary notwithstanding, the provisions of this Section 8.01 shall survive the termination or cancellation of this Sublease or any portions hereof.

SECTION 8.02. INDEMNIFICATION.

(A) Sublessee agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the operation of this Sublease; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease death, or personal injury, or property damage; but only to the extent caused in whole or in part by any liability, negligent acts, errors, or omissions of the Sublessee, Sublessee's contractors, or anyone directly or indirectly employed or hired by Sublessee or anyone for whose acts Sublessee may be liable, or regardless of whether or not caused in whole or in part by any liability, negligent acts, errors or omissions of the City, its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct on the part of the City, its officers, agents, volunteers or employees. Sublessee agrees this indemnity obligation shall survive the completion or termination of this Sublease.

(B) Nothing in this section shall constitute a waiver of the City's sovereign immunity, or the limits of section 768.28, Florida Statutes, nor shall anything included herein be construed by City as consent to be sued by third parties in any matter arising out of this Sublease.

SECTION 8.03. SEVERABILITY AND CHOICE OF VENUE. This Sublease has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Sublease shall be interpreted in such manner as to be effective and valid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Sublease. Any action brought in connection herewith, in law or equity, shall be brought in Broward County, Florida.

SECTION 8.04. JURY TRIAL WAIVER. As consideration for this Sublease, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in connection with this Sublease.

SECTION 8.05. SOVEREIGN IMMUNITY RETAINED. Nothing herein shall be construed or interpreted to be a waiver of the City's sovereign immunity as set forth in section 768.28, Florida Statutes, as amended, or of any other constitutional, statutory, common law or other protections afforded to the City.

SECTION 8.06. NO PARTNERSHIP. The parties acknowledge that this Sublease is not intended to and therefore does not create between them any type of partnership, joint venture, tenancy-in-common, joint tenancy, or agency relationship.

SECTION 8.07. NOTICES TO PARTIES. Whenever this Sublease requires or permits any consent, approval, notice, request, proposal, or demand from one party to another, the content, approval, notice, request, proposal, or demand must be in writing to

be effective and shall be delivered to and received by the party intended to receive it (A) by overnight hand-delivery addressed as follows, or (B) through the United States Mail, postage prepaid, certified mail, return-receipt requested, upon the date so delivered to and received by the person to whom it is at the address as set forth opposite the party's name below:

City of Sunrise:

City Manager
City Manager's Office
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, FL 33351

With a copy to:

City Attorney
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, Florida 33351

If to any mortgagee of the owners of the Shopping Center of which the City has been notified pursuant to Section 22 of the Easement and Operating Agreement:

Attention: _____

Sublessee:

SAWGRASS PARKING DECK, LLC

c/o The Mills, a Simon Company
5425 Wisconsin Avenue, Suite 300
Chevy Chase, Maryland 20815
Attention: Developer

With a copy to:

SIMON PROPERTY GROUP
225 West Washington Street
Indianapolis, IN 46204-3438
Attention: Assistant General Counsel

Any of the foregoing parties may, by notice in writing given to the other, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand or three (3) days after the date mailed.

SECTION 8.08. REPRESENTATIONS OF THE CITY. The City makes the following representations as the basis for the undertaking of the Sublessee contained in this Sublease:

(A) The City is a municipal corporation of the State of Florida and has all power and authority to enter into the transaction contemplated by this Sublease and to carry out its obligations hereunder. The City has previously made findings and determinations with respect to the public purpose served by the Project, as set forth in the Inducement Resolution (as such term is defined in the Development Agreement).

(B) The City is not in default on any provisions of applicable law material to the performance of its obligations under this Sublease.

(C) The authorization, execution and delivery of this Sublease in compliance by the City with the provisions hereof, will not conflict with or constitute a material breach

under any existing law, court or administrative regulation, or any provision in the Constitution or laws of the State of Florida relating to the City.

(D) To the best knowledge of the City there is no suit, proceeding or investigation of law or in equity before any court or other public body pending or threatening the City, wherein an unfavorable decision, ruling or finding would materially affect the transaction contemplated herewith or which in any way would materially affect the validity of this Sublease or any agreement to which the City is a party and which is used or contemplated for use in the consummation of this Sublease.

SECTION 8.09. FORCE MAJEURE. In the event the performance by any party of any of its obligations hereunder is delayed by natural disaster, terrorist activity, war, or similar matter beyond the control of such party, without such party's fault or negligence, then the party affected shall notify the other party in writing of the specific obligation delayed, and the duration of the delay, and the deadline for completion of such obligation shall be extended by a like number of days. The foregoing shall not apply to any obligation to pay money due hereunder.

SECTION 8.10. AMENDMENTS. This Sublease constitutes the entire agreement between the parties and supersedes any other agreement or understanding of the parties with respect to the matters contained herein. This Sublease may not be changed, altered or modified except in writing signed by the parties to this Sublease, or their successors and assigns. This Sublease shall be binding upon the parties hereto and their respective successors and assigns.

SECTION 8.11. COUNTERPART SIGNATURES. This Sublease and any amendment hereto may be executed in any number of counterparts, each of which, when executed, shall be deemed an original and all of which shall be deemed one and the same instrument.

SECTION 8.12. JOINT EFFORT. The preparation of this Sublease has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one party than the other.

SECTION 8.13. THIRD PARTY BENEFICIARIES. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third party or entity under this Sublease. None of the parties intend to directly or substantially benefit a third party by this Sublease. The parties agree that there are no third party beneficiaries to this Sublease and that no third party shall be entitled to assert a claim against any of the parties based upon this Sublease.

SECTION 8.14. EXHIBITS. All of the Exhibits to this Sublease are incorporated in and made a part of this Sublease.

SECTION 8.15. SEVERABILITY. If any provision of this Sublease is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Sublease, and the balance of the Sublease will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Sublease.

SECTION 8.16. ASSIGNMENT OF SUBLEASE. Except as specifically provided in this Section 8.16, the Sublessee shall not assign this Sublease

without first procuring the written consent of the City, which consent may be granted, conditioned or withheld in the sole discretion of the City. Notwithstanding the foregoing, the City recognizes and agrees that the Sublessee may, without seeking or procuring the consent of the City, assign this Sublease to an entity who purchases the entire (or substantially all of the) Shopping Center, provided that the assignee assumes all of the obligations of the Sublessee under this Sublease. In addition, a merger by the Sublessee shall be permitted hereunder and not require the consent of the City, provided the surviving entity owns the entire (or substantially all of the) Shopping Center and, to the extent that the surviving entity in such merger is not the Sublessee hereunder, assumes all of the obligations of the Sublessee under this Sublease. It is agreed that all terms and conditions of this Sublease shall extend to and be binding on all assignees as may be approved by the City. Except with respect to an assignment in connection with the purchase of the Shopping Center as permitted above in this Section after issuance of the Certificate of Completion for Parking Garage 2, (i) unless released by the City, the Sublessee shall be liable for all acts and omissions by any such assignee affecting this Sublease; and (ii) the City reserves the right to terminate any assignee for any cause for which the Sublessee may be terminated.

SECTION 8.17. FURTHER ASSURANCES. Each party will promptly execute and deliver any and all written further assurances that are necessary, convenient, or desirable to evidence, complete or perfect (or any combination thereof) the transactions contemplated in this Sublease, so long as no further assurances operates to impose any new or additional liability upon any party.

SECTION 8.18. MEMORANDUM OF SUBLEASE. The parties herby covenant that immediately upon the execution of this Sublease Agreement, the City and Sublessee shall cause a Memorandum of Sublease to be prepared and executed by the parties to this Sublease Agreement in mutually acceptable form and then recorded in the public records of Broward County.

IN WITNESS WHEREOF, this Sublease Agreement has been executed by the parties on the day and year first above written.

CITY:

WITNESSED:

**CITY OF SUNRISE, a Florida
municipal corporation:**

Print Name: _____

By: _____
_____, Mayor

Print Name: _____

Approved as to form and legal
sufficiency.

By: _____
Kimberly A. Kisslan, City Attorney

WITNESSED:

SUBLESSEE:

**SAWGRASS PARKING DECK,
LLC, a Delaware limited liability
company**

Print Name: _____

By: _____
Print Name: _____

Its: _____

Print Name: _____

EXHIBIT A-1

DESCRIPTION OF SUBLEASED PREMISES- Parking Garage 1

LEGAL DESCRIPTION

PROPOSED DECK I

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A PORTION OF PARCEL M-1, SAWGRASS MILLS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 137, PAGE 13 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING FOR REFERENCE AT THE NORTHWEST CORNER OF PARCEL R-3, SAID PLAT OF SAWGRASS MILLS;

THENCE, BEARING NORTH 04°49'46" EAST, A DISTANCE OF 64.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL M-1;

SAID POINT BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1,268.00 FEET, A CENTRAL ANGLE OF 11°36'31", A CHORD LENGTH OF 256.47 FEET BEARING NORTH 89°01'30" EAST;

THENCE, EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 256.91 FEET TO A POINT;

THENCE, BEARING NORTH 06°46'45" WEST, A DISTANCE OF 43.87 FEET TO THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, BEARING SOUTH 76°35'01" WEST, A DISTANCE OF 128.79 FEET TO A POINT;

THENCE, BEARING NORTH 89°36'05" WEST, A DISTANCE OF 64.03 FEET TO A POINT;

THENCE, BEARING NORTH 82°03'32" WEST, A DISTANCE OF 268.47 FEET TO A POINT;

THENCE, BEARING NORTH 13°24'59" WEST, A DISTANCE OF 20.44 FEET TO A POINT;

THENCE, BEARING SOUTH 76°35'01" WEST, A DISTANCE OF 26.82 FEET TO A POINT;

THENCE, BEARING SOUTH 47°47'53" WEST, A DISTANCE OF 18.46 FEET TO A POINT;

THENCE, BEARING NORTH 42°12'07" WEST, A DISTANCE OF 35.25 FEET TO A POINT;

THENCE, BEARING NORTH 47°47'53" EAST, A DISTANCE OF 21.65 FEET TO A POINT;

THENCE, BEARING NORTH 13°24'59" WEST, A DISTANCE OF 130.62 FEET TO A POINT;

THENCE, BEARING NORTH 15°22'10" EAST, A DISTANCE OF 37.12 FEET TO A POINT;

THENCE, BEARING NORTH 76°35'01" EAST, A DISTANCE OF 23.12 FEET TO A POINT;

THENCE, BEARING NORTH 13°24'59" WEST, A DISTANCE OF 13.92 FEET TO A POINT;

THENCE, BEARING NORTH 76°35'01" EAST, A DISTANCE OF 322.67 FEET TO A POINT;

THENCE, BEARING NORTH 13°24'59" WEST, A DISTANCE OF 23.71 FEET TO A POINT;

THENCE, BEARING NORTH 76°35'01" EAST, A DISTANCE OF 51.00 FEET TO A POINT;

THENCE, BEARING SOUTH 13°24'59" EAST, A DISTANCE OF 23.71 FEET TO A POINT;

THENCE, BEARING NORTH 76°35'01" EAST, A DISTANCE OF 67.33 FEET TO A POINT;

THENCE, BEARING SOUTH 13°24'59" EAST, A DISTANCE OF 343.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 144,156 SQUARE FEET OR 3.31 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

EXHIBIT A-2

DESCRIPTION OF SUBLEASED PREMISES- Parking Garage 2

LEGAL DESCRIPTION

FUTURE DECK II

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A PORTION OF PARCEL M-1, SAWGRASS MILLS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 137, PAGE 13 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING FOR REFERENCE AT THE NORTHEAST CORNER OF PARCEL R-8, SAID PLAT OF SAWGRASS MILLS;

THENCE, BEARING NORTH 22°36'35" WEST, A DISTANCE OF 99.50 FEET TO THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, BEARING NORTH 54°40'59" WEST, A DISTANCE OF 187.63 FEET TO A POINT;

THENCE, BEARING NORTH 09°40'59" WEST, A DISTANCE OF 111.17 FEET TO A POINT;

THENCE, BEARING NORTH 35°19'01" EAST, A DISTANCE OF 89.39 FEET TO A POINT;

THENCE, BEARING NORTH 54°40'59" WEST, A DISTANCE OF 209.06 FEET TO A POINT;

THENCE, BEARING NORTH 35°10'17" EAST, A DISTANCE OF 264.90 FEET TO A POINT;

THENCE, BEARING SOUTH 54°35'29" EAST, A DISTANCE OF 572.65 FEET TO A POINT;

THENCE, BEARING SOUTH 35°19'01" WEST, A DISTANCE OF 263.99 FEET TO A POINT;

THENCE, BEARING NORTH 54°40'59" WEST, A DISTANCE OF 62.00 FEET TO A POINT;

THENCE, BEARING SOUTH 35°19'01" WEST, A DISTANCE OF 133.31 FEET TO A POINT;

THENCE, BEARING SOUTH 80°19'01" WEST, A DISTANCE OF 49.05 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 198,210 SQUARE FEET OR 4.55 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

EXHIBIT B

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that the City of Sunrise (hereinafter referred to as the "City") (hereinafter referred to as the "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to it paid by SAWGRASS MILLS PARKING DECK, LLC, a Delaware limited liability company (hereinafter referred to as the "Deck Parcels Owner"), the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver to the Deck Parcels Owner, all of the right, title and interest of Grantor in and to those certain goods and chattels (the "Property") described as follows:

[]

This Bill of Sale is made without any representation or warranty by Grantor, express or implied, except that Grantor warrants to the Deck Parcels Owner that it is the lawful owner of the Property, free and clear of all liens and security interests, and that it has good right to sell, assign and transfer the same as aforesaid.

IN WITNESS WHEREOF, the Grantor has caused this Bill of Sale to be executed in the Grantor's name and official seal by the proper officer(s) or representative(s) duly authorized, as of the day and year first above written.

CITY OF SUNRISE, a Florida municipal
corporation

By: _____
_____, Mayor

WITNESSED:

Printed Name: _____

Printed Name: _____

Approved as to form and legal sufficiency.

By: _____
City Attorney

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____,
20__, by _____, as the _____ of the CITY OF
SUNRISE, a Florida municipal corporation.

Personally known _____ or produced identification _____
Type of identification produced: _____

My Commission Expires:

Notary Public
Print Name: _____

