

## **FOURTH AMENDMENT TO LEASE AGREEMENT**

**THIS FOURTH AMENDMENT TO LEASE AGREEMENT** (this “**Amendment**”) is made and entered into as of the latest date set forth beneath the parties’ signatures below (the “**Effective Date**”) by and between **BOF FL SAWGRASS TECH PARK LLC**, a Delaware limited liability company (“**Landlord**”) and **CITY OF SUNRISE, FLORIDA**, a Florida municipal corporation (“**Tenant**”).

### **WITNESSETH:**

A. Landlord (as successor in interest to Fifteen Gap Sawgrass LLC) and Tenant are parties to that certain Lease Agreement dated February 16, 2007, as amended by the First Amendment to Lease Agreement dated November 26, 2008, the Second Amendment to Lease Agreement dated June 24, 2009 (the “**Second Amendment**”), and the Third Amendment to Lease Agreement dated February 11, 2014 (the “**Third Amendment**”) (collectively, the “**Lease**”).

B. The Lease provides for the lease of 28,637 rentable square feet of space (described as the Entire Premises in the Section 3 of the Second Amendment) (referred to in this Amendment as the “**Premises**”), in Buildings “A” and “B” (collectively, the “**Buildings**”) of the Sawgrass Technology Park located in Sunrise, Florida (the “**Park**”).

C. Upon and subject to the terms of this Amendment, Landlord and Tenant wish to amend the Lease to extend the Term of the Lease, and make such other changes set forth herein.

**NOW, THEREFORE**, for and in consideration of the agreements set forth herein, the sufficiency of which consideration is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Incorporation of Recitals.** The above recitals are true and correct and are incorporated herein as if set forth in full.

2. **General Provisions.** All defined terms in this Amendment shall have the same meaning as in the Lease, except if otherwise noted herein. As amended by this Amendment, all of the terms, covenants, conditions, and agreements of the Lease shall remain in full force and effect. In the event of any conflict between the provisions of the Lease and the provisions of this Amendment, this Amendment shall control.

3. **Extension Term.** The Extension Term is hereby extended for an additional 36 full calendar months, effective May 1, 2020 and expiring 6:00 P.M. Sunrise, Florida time on April 30, 2023.

4. **Tenant’s Acceptance.** Tenant accepts the Premises, the Buildings, and the Park in their “as is” “where is” “with all faults” condition, and Landlord shall not be required to make any improvements to the Premises, the Buildings, or the Park or provide or pay any improvement allowances or payments to Tenant under the Lease for Tenant’s occupancy of the Premises, and

Tenant acknowledges that all construction obligations and allowances and other amounts required to be paid from Landlord to Tenant under the Lease have been performed and paid in full.

5. **Base Rent.** From the Effective Date of this Amendment until April 30, 2020, Tenant shall continue paying Base Rent, plus applicable taxes thereon (if any), to Landlord in accordance with Section 3 of the Third Amendment. Effective as of May 1, 2020, Tenant shall pay Base Rent to Landlord pursuant to the rent chart set forth below, plus applicable taxes thereon (if any), as and when due under the Lease.

<b><u>PERIOD</u></b>	<b><u>ANNUAL RATE/RSF</u></b>	<b><u>MONTHLY BASE RENT</u></b>
May 1, 2020 – April 30, 2021	\$18.00	\$42,955.50
May 1, 2021 – April 30, 2022	\$18.54	\$44,244.17
May 1, 2022 – April 30, 2023	\$19.10	\$45,580.56

6. **Operating Expenses.** At all times, Tenant shall continue paying to Landlord Tenant's Proportionate Share of Operating Expenses pursuant to Section 6 of the Second Amendment, as modified by Section 9 of the Third Amendment, and all other sums due under the Lease, as and when due under the Lease. Landlord may pass-through, as part of Operating Expenses, cost and expenses associated with roof replacements due to ordinary wear and tear, and may not pass through as Operating Expenses any costs or expenses related to roof replacements due to a weather related event or other casualty loss (except to the extent the casualty is caused by the negligence or willful misconduct of Tenant or Tenant's employees, agents or contractors). Tenant's Proportionately Share of Operating Expenses related to roof replacements shall not exceed, on an annual basis, a dollar amount of more than 5 months of the then-current monthly Base Rent.

7. **Renewal Option.** Section 17 "Renewal Option" of the Second Amendment is hereby deleted and null and void.

8. **Option to Terminate.**

(a) Section 10 Option to Terminate – New City Hall is hereby deleted and null and is declared null and void.

(b) In addition to Section 9 Option to Terminate – Budget of the Second Amendment, the parties agree to add another Option to Terminate in this Amendment.

(c) Tenant shall have the one-time right to cancel this Lease at any time on or after January 1, 2022, but solely upon and subject to all of the following additional terms and conditions.

(i) Tenant must give Landlord at least 210 days' prior written notice of Tenant's election to cancel this Lease in accordance with this Section (the "**Termination**

**Notice**”). The Termination Notice shall set forth the termination date of the Lease (the “**Termination Date**”), which shall be no earlier than 210 days after Landlord’s receipt of the Termination Notice.

(ii) Tenant shall pay Landlord the Cancellation Fee (as defined below) in cash simultaneously with the delivery of the Termination Notice. The “**Cancellation Fee**” shall mean an amount equal to the unamortized amount (as of the Termination Date) of any brokerage commissions paid or owed by Landlord in connection with the Lease and this Amendment. To determine the Cancellation Fee, amortization shall be calculated over 36 months (without regard to any actual or possible termination under this Section) on a straight-line basis.

(iii) The Termination Notice shall be irrevocable and the Cancellation Fee shall be deemed to be earned upon the delivery by Tenant of the Termination Notice.

(iv) If Tenant terminates pursuant to the foregoing terms and conditions, then in addition to the Cancellation Fee, Tenant shall remain obligated to pay all Base Rent and all other sums due under the Lease, and comply with all other terms and conditions of this Lease, through the Termination Date, and any obligations of Tenant which survive termination of this Lease shall survive any such termination.

(v) If Tenant terminates pursuant to the foregoing terms and conditions, then on or before the Termination Date, Tenant shall vacate the Premises and surrender possession thereof to Landlord in broom clean condition and otherwise in the condition required under the Lease, excepting normal wear and tear, and shall pay to Landlord all unpaid Base Rent, additional rent, and other sums due to Landlord for all time periods up to and including the Termination Date. Notwithstanding anything to the contrary in the Lease, Landlord, or its agents, may, at any time and from time to time after Tenant’s delivery of the Termination Notice, enter the Premises to show the Premises to prospective tenants, purchasers, lenders, or anyone having a prospective interest in the Premises.

(vi) A monetary default or a material non-monetary default by Tenant, beyond any applicable notice and cure period, must not be outstanding as of the date of Tenant’s delivery of the Termination Notice or as of the Termination Date. In the event that Tenant is in default under the Lease (beyond any applicable cure periods) Tenant’s right to terminate the Lease as set forth herein shall, at Landlord’s option, be terminated and extinguished and the Cancellation Fee shall be retained by Landlord and deemed earned by Landlord, without limitation on any remedies available to Landlord as to any defaults.

(vii) The termination right set forth in this Section is personal to the named Tenant on this Lease. If Tenant assigns all or any part of this Lease or sublets any part of the Premises, whether before or after the delivery of the Termination Notice, Tenant’s right to terminate the Lease as set forth herein shall automatically terminate and be null and void.

(viii) The Cancellation Fee shall be accounted for by the parties and considered for all purposes as a fee for the termination of the Lease and not as payment or consideration for the use or occupancy of the Premises. If the Florida Department of Revenue

imposes any sales or use taxes or penalties or interest relating to the Cancellation Fee, such costs shall be the responsibility of Tenant and Tenant shall indemnify, defend and hold harmless Landlord for any costs or expenses related thereto.

(ix) The obligations of Tenant under this Section shall survive any expiration or termination of this Lease.

9. **Access for Showing.** The last sentence of Section 21.2 of the Lease is deleted and replaced with the following: "During the period of seven (7) months prior to the Expiration Date of this Lease, Landlord and its agents may exhibit the Premises to prospective tenants."

10. **Brokers.** Section 24.3 of the Lease and Section 18 of the Second Amendment are hereby stricken. Landlord and Tenant represent and warrant that they have neither consulted nor negotiated with any broker or finder as to this Amendment, except Cushman & Wakefield of Florida, LLC ("**Landlord's Broker**") and ComReal ("**Tenant's Broker**"). Landlord's Broker shall be paid any commission pursuant to the terms of a separate written commission agreement between Landlord and Landlord's Broker. Tenant's Broker shall be paid any commission pursuant to the terms of a separate written commission agreement between Landlord and Tenant's Broker. Landlord shall indemnify, defend, and save Tenant harmless from and against any claims for fees or commissions from anyone other than Landlord's Broker with whom Landlord has dealt concerning the Premises or this Amendment including attorneys' fees incurred in the defense of any such claim. Subject to the provisions and limitations of Section 768.28, Florida Statutes, which are neither waived, expanded, or altered hereby, Tenant shall indemnify, defend, and save Landlord harmless from and against any claims for fees or commissions from Tenant's Broker with whom Tenant has dealt concerning the Premises including attorneys' fees incurred in the defense of such claim.

11. **Notices.** The addresses for notices set forth in Section 23.1 of the Lease are hereby deleted in their entirety and replaced with the following addresses for notice:

AS TO LANDLORD:

BOF FL Sawgrass Tech Park LLC  
Attn: John Ward  
5 Concourse Parkway, Suite 500  
Atlanta, GA 30328

WITH A COPY TO:

Bridge Commercial Real Estate Florida LLC  
Attn: Jeff Shaw  
5 Concourse Parkway, Suite 500  
Atlanta, GA 30328

AS TO TENANT:

City Manager  
City of Sunrise  
City Manager's Office  
10770 West Oakland Park Boulevard, 5<sup>th</sup>  
Floor  
Sunrise, FL 33351

WITH COPY TO:

City Attorney  
City of Sunrise  
City Attorney's Office  
10770 West Oakland Park Boulevard, 3<sup>rd</sup>  
Floor  
Sunrise, FL 33351

12. **Miscellaneous.** In the event of any conflict between the provisions of the Lease and the provisions of this Amendment, this Amendment shall control. This Amendment shall be binding upon and inure to the benefit of the parties to this Amendment, their legal representatives, successors, and permitted assigns. Tenant hereby acknowledges and affirms that, as of the date hereof, the Lease is in full force and effect and, to the best of Tenant's knowledge, there are no claims, offsets, or breaches of the Lease, or any action or causes of action by Tenant against Landlord directly or indirectly relating to the Lease. The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Amendment. The parties intend that faxed or scanned and emailed signatures constitute original signatures and that a faxed or scanned and emailed Amendment containing the signatures (original or copies) of Landlord and Tenant is binding on the parties. This Amendment may be executed in multiple counterparts, each counterpart of which shall be deemed an original and any of which may be introduced into evidence or used for any purpose without the production of the other counterpart or counterparts. The parties agree that the Lease is in full force and effect and the parties ratify and confirm the terms of the Lease as modified by this Amendment and the Lease is incorporated herein by reference as if fully set forth herein. The Lease, as amended, contains the entire agreement between Landlord and Tenant as to the Premises, and there are no other agreements, oral or written, between Landlord and Tenant relating to the Premises. All prior understandings and agreements between the parties concerning these matters are merged into this Amendment, which alone fully and completely expresses their understanding.

***[This Space Intentionally Left Blank]***

**IN WITNESS WHEREOF**, Landlord and Tenant have duly executed this Amendment.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**LANDLORD:**

**BOF FL SAWGRASS TECH PARK LLC,**  
a Delaware limited liability company

By: Bridge Office Holdings LLC, a Delaware  
limited liability company, its sole  
and managing member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**TENANT:**

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_