

MASTER LANDLORD'S CONSENT TO SUBLEASE AMENDMENT

THIS MASTER LANDLORD'S CONSENT TO SUBLEASE AMENDMENT (this "Consent") is entered into as of the _____ day of _____ 2021 (the "Effective Date"), between and among **BOF FL SAWGRASS TECH PARK LLC**, a Delaware limited liability company ("Master Landlord"), **CITY OF SUNRISE, FLORIDA**, a Florida municipal corporation ("Sublessor"), and **DAN DALEY**, an individual ("Sublessee").

RECITALS:

A. Master Landlord (as successor-in-interest to N/S Sawgrass Office Associates, LLC, a Delaware limited liability company), as landlord, and Sublessor, as tenant, are parties to that certain Lease Agreement dated February 16, 2007 (as may have been amended from time to time, the "Master Lease"), pursuant to which Master Landlord leases to Sublessor a total of approximately 28,637 rentable square feet (RSF) of space (collectively, the "Premises") in Buildings "A" and "B" of the property commonly known as Sawgrass Technology Park and located in Sunrise, Florida (the "Park").

B. Sublessor and Sublessee are parties to that certain Sublease Agreement dated on or about August 23, 2019 (the "Original Sublease"), as amended by that certain First Amendment to Sublease dated November 3, 2020 (the "Sublease Amendment", a true, correct and complete copy of which is attached hereto as **Exhibit "A"**, along with the Original Sublease, collectively, the "Sublease"), pursuant to which Sublessee subleases from Sublessor a portion of the Premises consisting of approximately 212 RSF of office space, as more particularly set forth therein.

C. The effectiveness of the Sublease Amendment is subject to the consent of Master Landlord pursuant to Section 7 of that certain Consent to Sublease dated August 30, 2019, by and between Master Landlord and Sublessor.

D. Sublessor and Sublessee desire to obtain the consent of Master Landlord to the Sublease Amendment, and Master Landlord desires to consent to the same, on the terms and conditions set forth herein.

NOW THEREFORE, Master Landlord hereby grants its consent to the Sublease Amendment, subject to and upon the following express terms and conditions, to which Sublessor and Sublessee hereby agree:

1. The parties hereby acknowledge and agree that the recitals set forth above are true and accurate as of the Effective Date hereof. All initial capitalized terms used in this Consent shall have the same meaning given such terms in the Master Lease or the Sublease, where appropriate, unless otherwise defined in this Consent.

2. Sublessor and Sublessee represent and warrant to Master Landlord that **Exhibit "A"** is a true, correct, and complete copy of the Sublease Amendment, and that the Sublease Amendment has not been modified or amended.

3. Sublessee hereby represents and warrants to Master Landlord that Sublessee has received a copy of the Master Lease.

4. This Consent shall not be effective, and the Sublease Amendment shall not be valid, unless and until all counterparts to this Consent have been fully executed and delivered to Master Landlord.

5. The Sublease is subject and subordinate to the Master Lease and to all of its terms, covenants, conditions, provisions and agreements.

6. Neither the Sublease nor this Consent shall (a) be construed to modify, waive, impair or affect (i) any of the covenants, agreements, terms, provisions or conditions contained in the Master Lease, (ii) any of Sublessor's obligations under the Master Lease or (iii) any breach or default by Sublessor in the performance or observance of its obligations under the Master Lease, or (b) increase Master Landlord's obligations or Sublessor's rights under the Master Lease, or (c) grant Sublessee any rights of Sublessor under the Master Lease against Master Landlord.

7. Notwithstanding the Sublease or this Consent, as between Master Landlord and Sublessor, Sublessor shall remain fully and primarily liable for the payment of Rent under the Master Lease and for the performance of all the obligations of Sublessor under the Master Lease. This Consent shall not release or discharge Sublessor from any liability whether past, present or future, under the Master Lease.

8. The acceptance of Rent by Master Landlord from Sublessee or any third party shall not be deemed a waiver by Master Landlord of the obligation of Sublessor to pay Rent as provided in the Master Lease. The performance of any obligation required of Sublessor under the Master Lease by Sublessee or any third party shall not be deemed a waiver by Master Landlord of the duty of Sublessor to perform such obligation.

9. Sublessor and/or Sublessee shall be entirely responsible for any and all commissions, fees and costs for any brokers, finders, agents or other persons with respect to the Sublease. Sublessor and Sublessee shall jointly and severally indemnify, defend and hold Master Landlord harmless from and against any claims for any such commissions, fees and costs, expenses and liabilities incurred in connection with such claims, including without limitation attorneys' fees and costs.

10. Master Landlord shall not be bound by or in any way estopped by the provisions of the Sublease.

11. This Consent is not, and shall not be construed as, the consent to or waiver of any right by Master Landlord to approve or deny any subsequent subletting, assignment or other transaction by Sublessor or Sublessee.

12. This Consent is specific to the Sublease Amendment attached hereto.

13. This Consent shall be construed in accordance with the laws of the state where the Park is located, contains the entire agreement of the parties hereto with respect to the subject matter hereof, and may not be modified or terminated except in writing by all the parties thereto.

14. This Consent may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single Consent. The parties hereto consent and agree that this Consent may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (i) to the extent a party signs this Consent using electronic signature technology, by clicking "SIGN", such party is signing this Consent electronically, and (ii) the electronic signatures appearing on this Consent shall be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures.

[signatures commence on the following page]

IN WITNESS WHEREOF, Master Landlord, Sublessor and Sublessee have duly executed this Consent or caused this Consent to be executed by their duly authorized representatives as of the day and year first above written.

MASTER 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: John R. Ward
Its: Manager

[signatures continue on the following page]

[signatures continued from the previous page]

SUBLESSOR:

CITY OF SUNRISE, FLORIDA,
a Florida municipal corporation

By: _____

Name: _____

Its: _____

SUBLESSEE:

DAN DALEY