

CITY CLERK
CITY OF SUNRISE
19 AUG 23 PM 2: 15

CONSENT TO SUBLEASE

THIS CONSENT TO SUBLEASE (this "Agreement") is made as of the latest date set forth beneath the parties' signatures below (the "Effective Date"), by and among **BOF FL SAWGRASS TECH PARK LLC**, a Delaware limited liability company ("Landlord"), and **CITY OF SUNRISE, FLORIDA**, a Florida municipal corporation ("Sublessor").

RECITALS:

WHEREAS, Landlord, as landlord, and Sublessor, as tenant, are parties to the 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 Third Amendment to Lease Agreement dated February 11, 2014, and the Fourth Amendment to Lease Agreement dated May 31, 2019 (the "Fourth Amendment") (collectively, the "Master Lease");

WHEREAS, the Master Lease provides for the lease of 28,637 rentable square feet of space (the "Premises"), in Buildings "A" and "B" of the Sawgrass Technology Park located in Sunrise, Florida; and

WHEREAS, Sublessor has requested that Landlord consent to the subletting by Sublessor to Dan Daley, an individual ("Sublessee"), of a portion of the Premises pursuant to the Sublease Agreement to be executed by Sublessor and Sublessee and attached hereto as **Exhibit "A"** (the "Sublease").

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants contained herein, Landlord hereby consents to the Sublease subject to and upon the following terms and conditions, as to each of which Sublessor expressly agrees:

- I. Nothing contained in this Agreement shall:
 - (a) operate as a consent to or approval or ratification by Landlord of any specific provisions of the Sublease or as a representation or warranty by Landlord, or cause Landlord to be estopped or bound in any way by any of the provisions of the Sublease;
 - (b) be constructed to modify, waive or affect (i) any of the provisions, covenants or conditions in the Master Lease, (ii) any of Sublessor's obligations under the Master Lease, or (iii) any rights or remedies of Landlord under the Master Lease or otherwise;
 - (c) be constructed to enlarge or increase Landlord's obligations or Sublessor's rights under the Master Lease or otherwise;
 - (d) be constructed to waive any past, present or future breach or default on the part of Sublessor under the Master Lease;
 - (e) constitute Landlord's agreement to accept any surrender of the Master Lease and/or the Premises demised under the Master Lease or to grant any nondisturbance or other like agreement for the benefit of the Sublessee;
 - (f) constitute Landlord's agreement to deal directly with Sublessee in connection with the payment of any rent or additional rent due under the Master Lease, the furnishing of services, repairs, authorizations, equipment and access pursuant to the Master Lease, or any other matter whatsoever; or

- (g) constitute any limitation on the right of Landlord to agree with Sublessor to an amendment of the Master Lease.
2. The Sublease shall be subject and subordinate at all times to the Master Lease and to all of its provisions, covenants and conditions and to all amendments of the Master Lease hereinafter entered into whether or not Sublessee consents thereto and regardless of the content thereof. In case of any conflict between the provisions of the Master Lease and the provisions of the Sublease, the provisions of the Master Lease shall prevail unaffected by the Sublease. Notwithstanding anything to the contrary contained in this Agreement, in the Sublease, or in any other agreement between Sublessor and Sublessee, Landlord and Sublessor may enter into amendments to the Master Lease, including, without limitation, terminations of the Master Lease in whole or in part (including terminations of the Master Lease as to all or part of the Premises) without the consent of Sublessee, and Landlord and Sublessor shall have no liability to Sublessee in connection with any such amendments.
 3. Neither the Sublease nor this Agreement shall release or discharge Sublessor from any liability under the Master Lease. Sublessor shall remain liable and responsible for the full performance and observance of all the provisions, covenants and conditions set forth in the Master Lease on the part of Sublessor to be performed and observed, including, without limitation, the payment of rent and additional rent due thereunder. Any breach or violation of any provision of the Master Lease by Sublessee shall be deemed to be, and shall constitute, a default by Sublessor in fulfilling such provision.
 4. Upon the expiration or any earlier termination of the term of the Master Lease, the voluntary or involuntary surrender of the Master Lease by Sublessor to Landlord, or a mutual cancellation of the Master Lease by Landlord and Sublessor, at Landlord's option, the Sublease and its term shall terminate.

In addition to the foregoing, in the event Sublessor shall default in the performance of its obligations to Landlord under the Master Lease beyond any applicable cure period (whether or not Landlord terminates the Master Lease), then in addition to any rights and remedies available to Landlord under the Master Lease, Landlord may, at its option by notice to Sublessor, elect to receive and collect, directly from Sublessee, all rent and any other sums owing and to be owed under the Sublease, as further set forth below. Landlord shall not, by reason of the Sublease nor by reason of the collection of rents or any other sums from the Sublessee be deemed liable to Sublessee for any failure of Sublessor to perform and comply with any obligation of Sublessor.

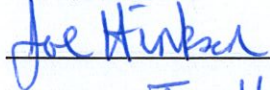
5. Sublessor represents and agrees that under no circumstance shall Landlord be liable for any brokerage commission or other charge or expense in connection with the Sublease. Sublessor shall indemnify, defend and hold Landlord harmless from any against any loss, damage or claims arising from the breach of foregoing representation.
6. Sublessor understands and acknowledges that Landlord's consent to the Sublease expressed herein is not a consent to any improvements or alteration work to be performed in the Premises (including without limitation any improvement work contemplated in the Sublease), that Landlord's consent for such work must be separately sought and that any such work shall be subject to all the provisions of the Master Lease.
7. No change, amendment or surrender of the Sublease will be effective unless consented to in writing by Landlord.

8. Neither the Sublease nor any memorandum thereof shall be recorded.
9. This Agreement shall be construed in accordance with the laws of the State of Florida and, together with the Sublease and the Master Lease, contains the entire agreement of the parties hereto with respect to the subject matter hereof and may not be changed or terminated orally or by course of conduct.
10. Sublessor represents and warrants that there are no additional payments of rent or any other consideration of any type payable by Sublessee to Sublessor with regard to the Sublease Premises other than as disclosed in the Sublease.
11. Consent of Landlord hereto shall not be deemed a consent to any subsequent or further assignment, subletting, or occupancy. In the event of any conflict between the terms of this Agreement and the Master Lease, the terms of this Agreement shall prevail.
12. Notwithstanding Section 8(c)(vii) of the Fourth Amendment or anything herein to the contrary, Landlord agrees that solely as to the Sublease contemplated hereunder, Sublessor's right to terminate the Lease under Section 8(c) of the Fourth Amendment shall not be terminated and null and void.
13. This Agreement may be executed in multiple counterparts, all of which, when combined, shall constitute one and the same original instrument.

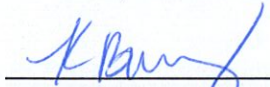
[This Space Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Signed, sealed and delivered
in the presence of:



Print Name: Joe Hinkson



Print Name: Kate Bowling

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

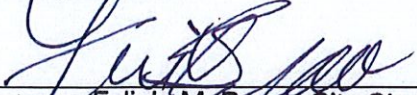
By: 

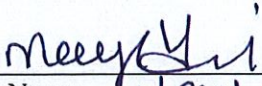
Name: John R. Ward

Its: Manager

Date: 8-30-19

Signed, sealed and delivered
in the presence of:


Print Name: Felicia M. Bravo, City Clerk


Print Name: Meryl Girard



SUBLESSOR:

CITY OF SUNRISE, FLORIDA,
a Florida municipal corporation

By: 
Name: Mayor Michael J. Ryan
Title: _____
Date: 8/23/19

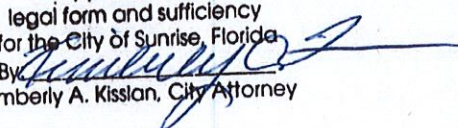
Approved as to
legal form and sufficiency
for the City of Sunrise, Florida
By: 
Kimberly A. Kisslan, City Attorney

EXHIBIT "A"

SUBLEASE