

**EXHIBIT "B"**  
**CONSENT TO SUBLEASE**

This Consent to Sublease ("Consent") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2014, by and among SOUTH EAST DISTRICT, FLORIDA ANNUAL CONFERENCE, UNITED METHODIST CHURCH, INC., a Florida Corporation (the "Landlord"), HOPE SOUTH FLORIDA, INC., a Florida corporation (the "Sublessor"), and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA (the "SBBC"), who for good and valuable consideration, the receipt and sufficiency of which are acknowledged, agree as follows.

1. Lease. Sublessor and Landlord entered into that certain Lease Agreement dated as of March 11, 2009, for the land and building located at 1100 North Andrews Ave., Ft. Lauderdale, FL 33311.

2. Consent. Landlord hereby consents to the Parking Sublease Agreement attached hereto as Exhibit "A" (the "Sublease"), which Sublessor and SBBC hereby warrant and represent is a true and complete copy of such Sublease.

3. Lease Not Modified. Nothing contained in the Sublease or in this Consent shall in any way be deemed or construed as modifying the terms of the Lease. The Lease shall remain unmodified and in full force and effect and the parties hereby ratify and confirm the terms of the Lease.

4. Warranties and Representations. Sublessor hereby warrants and represents to Landlord the following:

(a) The Lease is binding and enforceable upon Sublessor and nothing done pursuant to the Sublease nor this Consent shall affect the liability of Sublessor under the Lease.

(b) Landlord is in full and complete compliance with all of its obligations under the Lease.

(c) The Lease, other than as described above, has not been otherwise amended or modified, either orally or in writing, and represents the entire agreement between Landlord and Sublessor with respect to the Premises.

(d) As of the date hereof, neither Sublessor nor Landlord is in default under the Lease, and no state of facts exists which, but for the giving of notice and/or the passage of time, would be a default by either party under the Lease.

5. No Release. This Consent shall not be deemed to release or discharge, in any manner, the liability of Sublessor, as Tenant, under the Lease, nor any guarantors of the Lease, and their respective liabilities shall remain in full force and effect and to the same extent as existed prior to this Consent.

6. Sublessee's Agreement. SBBC confirms that it has read and is fully familiar with the terms of the Lease and agrees to comply with all applicable terms and conditions of the Lease to be performed by the tenant as it pertains to usage of the parking lot thereunder, including but not limited to the obligations to maintain insurance.

7. Survival of Sublease. SBBC acknowledges that the Sublease will in no event survive the termination or cancellation of the Lease. Notwithstanding the foregoing, and without creating any privity of contract between SBBC and Landlord, nor any obligation on the part of Landlord, SBBC hereby agrees that upon any such cancellation or termination of the Lease and at the sole election of Landlord, SBBC will, upon the demand of Landlord, deliver any instrument that may be required to evidence such attornment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Consent as of the date first above stated.

Witnesses as to Landlord:

LANDLORD:

South East District, Florida Annual Conference,  
United Methodist Church, Inc. a Florida  
Corporation

Craig W. Nelson  
Print Name: Craig W. Nelson

By: [Signature]  
Name: Guillermo H. Zepherovich  
Title: Director

Rebecca M. Radillo  
Print Name: Rebecca M. Radillo

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

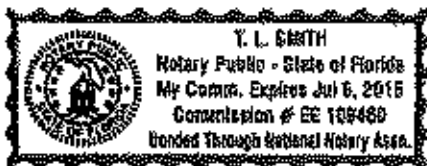
STATE OF Florida  
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of May, 2014 by Craig W. Nelson of South East District, Florida Annual Conference, United Methodist Church, Inc. on behalf of the corporation/agency.

He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath.

My Commission Expires:

Type of Identification  
[Signature]  
Signature-Notary Public  
T. L. Smith  
Printed Name of Notary  
EE # 109460  
Notary's Commission No.



Witnesses as to Sublessor:

SUBLESSOR:

HOPE SOUTH FLORIDA, INC., a Florida Corporation

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

By: \_\_\_\_\_  
Name: ROBIN MARTIN  
Title: EXECUTIVE DIRECTOR

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

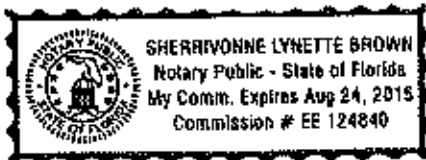
The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of MAY 2014 by ROBIN MARTIN of HOPE SOUTH FLORIDA, INC. Name of Person on behalf of the corporation/agency.

He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath.

My Commission Expires: August 24, 2015



(Corporate Seal)

Type of Identification \_\_\_\_\_  
Signature-Notary Public \_\_\_\_\_  
Printed Name of Notary Sherrivonne L. Brown  
Notary's Commission No. EE 124840

SUBLESSEE:

The School Board of Broward County, Florida

By: \_\_\_\_\_  
Patricia Good, Chair

ATTEST:

Robert W. Runcie  
Superintendent of Schools

Approved as to Form and Legal Content:  
[Signature] 005/23/14  
Office of the General Counsel