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**CONSENT TO ASSIGNMENT OF GROUND LEASE FOR CHANGE OF OWNERSHIP  
FROM MONITOR PRODUCTS, INC. TO SUNDEN ENTERPRISES, LLC**

This CONSENT TO ASSIGNMENT OF GROUND LEASE FOR CHANGE OF OWNERSHIP (the "Consent") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between HERNANDO COUNTY (the "County"), a political subdivision of the State of Florida whose mailing address is 15470 Flight Path Drive, Brooksville, Florida 34604, Monitor Products, Inc., (the "Lessee") a Florida corporation whose mailing address is 15400 Flight Path Drive, Brooksville, Florida 34604, and Sunden Enterprises, LLC "Assignee", a Florida corporation, whose mailing address is 15400 Flight Path Drive, Brooksville, Florida 34604, who are individually and collectively referred to as the "Party" or "Parties".

**RECITALS**

WHEREAS, the County and Carl H. Sunden entered into a Ground Lease for certain real property described therein (the "Premises") dated August 28, 2001, recorded in Official Record Book 1452 Page 1322-1330 of the Public Records of Hernando County; and assigned to Lessee, Monitor Products, Inc., via that certain Assignment of Lease dated October 29, 2007 and recorded in Official Records Book 2505 Pages 1685-1696 of the Public Records of Hernando County, relative to certain improved real property with a street address of 15400 Flight Path Drive, Brooksville, FL 34604.

WHEREAS, Article 9 of the Lease, "Assignment and Subletting", makes the County's written consent a prerequisite to Lessee's assignment of its interest in the Lease: and

WHEREAS, the Lessee has agreed to sell its interest in the leasehold improvements situated upon the Premises to Assignee.

WHEREAS, the County consents to said assignment provided that the Assignee accepts and agrees to be bound by all terms and covenants of the Ground Lease and the Assignee further agrees to be substituted as the Lessee for all purposes under the Ground Lease.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Consent to Assignment.** The County consents to the Lessee's sale of its interest in the leasehold improvements situated upon the Premises to Assignee on the terms and conditions set forth herein.

2. **No Modification or Waiver.** This Consent shall in no way affect any of the terms and conditions of the Lease. This Consent shall not be deemed a consent of any other assignment or a waiver of Lessor's right to require consent to any further assignments.

3. **Assignee Insurance Obligations.** Without limiting the generality of Assignee's obligations to the County under this Consent, the Assignee agrees to, and shall comply with, the insurance provisions contained in the Lease. Prior to occupying the Premises, the Assignee shall provide a certificate of insurance to the Lessor evidencing compliance

with the same.

4. **Waiver of Claims.** In partial consideration for consenting to this Consent, the Lessee does hereby forever release, indemnify, and hold harmless the County, its Commissioners, officers, employees, and agents from any and all claims arising from, or connected with, the Lease or the Premises. For purposes of this paragraph, the term "Claims" means any and all claims, demands, lawsuits, judgments, demands, fines or penalties, whether known or unknown and whether liquidated or unliquidated on the date of this Consent.

5. **Survival.** All obligations of the Lessee, as provided for in the Lease, shall not cease upon the termination of the Lease which require performance beyond the assignment or termination of the Lease shall survive the termination date of the Lease.

6. **Term of Lessor's Consent.** In the event the Lessee's sale of the Premises' leasehold improvement to Assignee fails to close on or by sixty (60) days from the date of this Consent, the County's consent to the sale granted herein shall be automatically revoked and this Consent shall be null and void with the exception of Lessee's Waiver of Claims set forth in Paragraph 4, above.

7. **Condition Precedent.** The County's consent to the Lessee's sale of the Premises' leasehold improvements to Assignee is conditioned upon the Lessee's payment of all amounts due and owing under the Lease up to and through the closing date of the sale of the leasehold improvements. In the event the Lessee fails to remit payment for any amounts due and owing up to and through the closing date of the sale of the leasehold improvements, the County's consent to the sale granted herein shall be null and void with the exception of Lessee's Waiver of Claims set forth in Paragraph 4, above.

8. **Applicable Law; Venue; Attorney's Fees.** This Consent shall be governed by the laws of Florida and shall be deemed to have been prepared jointly by the Parties, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any Party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements. Each Party hereto shall bear its own attorneys' fees and costs in the event of any dispute, claim, action, or appeal arising out, or related to, this Consent. Any dispute to this Consent shall be litigated in civil court in Hernando County Florida. The Parties waive their right to a jury trial on any litigation arising out of this Consent.

9. **Notices and Communications.** All demands, approvals, consents, or notices (collectively referred to as a "notice") shall be in writing and delivered by hand or sent by registered or certified mail with return receipt requested or sent by overnight or same day courier service at the Party's respective address(es) set forth on Page 1 of this Consent. If a notice is sent through the U.S. Mail or private delivery company (e.g., FedEx, UPS), a verifiable tracking documentation such as certified receipt or overnight mail tracking receipt shall be used.

10. **Complete Agreement; Amendments; Supersedes.** This Consent represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. This Consent may subsequently be amended only by written instrument signed by the Parties hereto.

11. **Severability.** If any term or provision of this Consent or the application thereof to any person or circumstance shall, to any extent, be declared invalid or deemed unenforceable by a court of competent jurisdiction or superseding law, the remainder of this Consent, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of the Consent shall be valid and enforced to the fullest extent permitted by law notwithstanding the invalidity of any other term or provision hereof.

12. **Counterparts and Electronic Transmission.** This Consent may be signed in counterparts. Electronic Transmission of any signed original document, and retransmission of any signed electronic transmission, shall be the same as delivery of an original document.

Witness our hands and seals upon the dates stated below.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY, FLORIDA (COUNTY)**

\_\_\_\_\_  
Doug Chorvat, Jr., Clerk

By: \_\_\_\_\_  
Elizabeth, Narverud, Chairwoman Date

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Elizabeth Narverud, Chairwoman of the Hernando County Board of County Commissioners, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public (Signature of Notary)

\_\_\_\_\_  
(Name legibly printed, typewritten or stamped)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

Melissa Tartaglia  
County Attorney



ATTEST:

MONITOR PRODUCTS, INC.

(LESSEE)

\_\_\_\_\_  
[print name]

By:

Carl H. Sunden

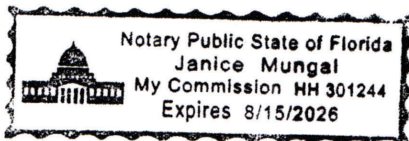
Carl H. Sunden, President

9.19.2024

Date

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19<sup>th</sup> day of September, 2024, by Carl H. Sunden, as President of Monitor Products, Inc., who is personally known to me or who has produced Driver License as identification.



Janice Mungal  
Notary Public (Signature of Notary)

(Name legibly printed, typewritten or stamped)

ATTEST:

SUNDEN ENTERPRISES, LLC

(ASSIGNEE)

\_\_\_\_\_  
[print name]

By:

Carl H. Sunden

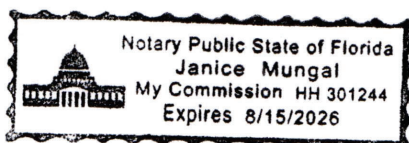
Carl H. Sunden, Manager

9.19.2024

Date

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19<sup>th</sup> day of September, 2024, by Carl H. Sunden, as Manager of Sunden Enterprises, LLC, who is personally known to me or who has produced Driver License as identification.



Janice Mungal  
Notary Public (Signature of Notary)

(Name legibly printed, typewritten or stamped)



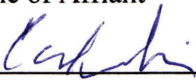
### Anti-Human Trafficking Affidavit

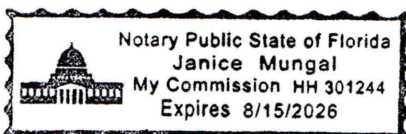
In compliance with Fla. Stat. § 787.06(13), this affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Hernando County or any of its subordinate units (the "Governmental Entity").

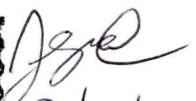
1. My name is Carl H Sunden and I am over eighteen years of age. The following information is given from my own personal knowledge.
2. I am an officer or representative with Sunden Enterprises, LLC, a non-governmental entity (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of Nongovernmental Entity.
3. Neither Nongovernmental Entity, nor any of its subsidiaries or affiliates, uses *coercion* for *labor* or *services*, as such italicized terms are defined in Fla. Stat. § 787.06, as it may be amended from time to time.
4. If, at any time in the future, Nongovernmental Entity does use coercion for labor or services, Nongovernmental Entity will immediately notify Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. This declaration is made pursuant to Fla, Stat. § 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Carl H Sunden, declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

Sunden Enterprises, LLC  
Name of Nongovernmental Entity  
Carl H Sunden  
Printed Name of Affiant  
President  
Title of Affiant  
  
Signature of Affiant  
9.19.2024  
Date



  
9/19/24