

LEASE

BETWEEN

ST. JOHNS SQUARE LAND TRUST
("LANDLORD"),

AND

CITY OF JACKSONVILLE,
A CONSOLIDATED POLITICAL SUBDIVISION
AND MUNICIPAL CORPORATION
EXISTING UNDER THE LAWS OF THE
STATE OF FLORIDA
("TENANT")

Initials: Landlord _____ Tenant _____

SUMMARY OF LEASE

Effective Date:	TBD
Landlord:	St. Johns Square Land Trust
Tenant:	City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, for and on behalf of the Duval County Tax Collector (who shall provide oversight of the management and administration of this Agreement).
Premises:	11160 Beach Boulevard, Unit 121 (the "Premises"), consisting of approximately 13,080 square feet of interior floor area as depicted and described on Exhibit A .
Project:	Lease to use and occupy the Premises for operations consistent with those of a county tax collector's office, in compliance with applicable local ordinances, subject to the terms, conditions, and provisions set forth in this Lease Agreement.
Primary Term:	Approximately Ten (10) Years, beginning on the Rent Commencement Date, expiring on September 30, 2035.
Renewal Options:	Two, five (5) year renewals ("Extension Period"), as represented in Option Rider Schedule on Exhibit G.
Commencement Date:	See Paragraph 1(b)(ii) of the Lease.
Rent Commencement Date:	The earlier of (1) the day after the Tenant's Work Period ends (whether or not Tenant's Work is complete) or (2) the date on which Tenant opens the Premises for business.
Tenant's Work Period:	Up to <u>sixty (60)</u> days beginning on the Commencement Date.
Base Rent:	Initial Base Rent of \$15.00 Per Square Foot for Year 1, subject to three percent (3%) annual escalations, as provided in the Rent Rider Schedule on Exhibit F attached hereto. To begin one (1) day after the earlier of (1) the conclusion of the Tenant's Work Period, or (2) the date on which Tenant opens the Premises for business.

Initials: Landlord _____ Tenant _____

Base Rent Escalations: Base Rent escalations shall increase the previous year's rate by three percent (3%) each one-year period and shall be implemented for duration of the Term and as represented in Rent Rider Schedule on **Exhibit F**.

Security Deposit: None

Reimbursements: Tennant is obligated to contribute its "Fixed Amount" for CAM, Taxes and Insurance. This is further described in Section **7. Fixed Amount**.

Permitted Use: Use and occupy the Premises for operations consistent with those of a county tax collector's office.

Condition: Leased Premises shall be accepted by Tenant in as-is condition, or the condition resulting from "Landlord's Work" (also known as the "Tenant Improvements" to be constructed by Landlord as described in Exhibit D, Schedule 1).

Early Termination: As provided in Section 3(c) of the Lease, either party may terminate the Lease with no less than thirty (30) days' notice if termination is subject to provisions established by Section 122.413(c) of the City of Jacksonville Municipal Code.

Landlord's Address: St. Johns Square Land Trust
1 Sleiman Parkway, 2nd Floor
Jacksonville, Florida 32216
Attn: Chief Operating Officer

Initials: Landlord _____ Tenant _____

Tenant's Address: Duval County Tax Collector
231 E. Forsyth Street
Jacksonville, FL 32202
Attn: Chief Administrative Officer

With copy to: Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida, 32202
Attn: Corporation Secretary

With copy to: Public Works Real Estate Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
Attn: Chief of Real Estate

The foregoing SUMMARY OF LEASE is incorporated into and made a part of the LEASE identified above. If any conflict exists between the SUMMARY OF LEASE and the LEASE, the LEASE shall control.

Initials: Landlord _____ Tenant _____

Shopping Center/Property Code: St. Johns Square II / 56-0600
Premises Address/Space Number: 11160 Beach Boulevard, Unit 121
City/State/Zip: Jacksonville, Florida 32246

Lease Date: _____, 2025

LEASE

THIS LEASE IS made as of the date set forth above, between:

St. Johns Square Land Trust
1 Sleiman Parkway, 2nd Floor
Jacksonville, Florida 32216
Attn: Chief Operating Officer
Telephone: 904-731-8806
Fax Number: 904-731-1252
"LANDLORD"

AND

City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, for and on behalf of the Duval County Tax Collector (who shall provide oversight of the management and administration of this Agreement)
117 West Duval Street
Jacksonville, Florida 32202
Attn: Duval County Tax Collector, Chief Administrative Officer
Telephone: (904) 255-5794
Email: sherryh@coj.net
Taxpayer ID Number: 59-6000344
"TENANT"

IN CONSIDERATION of the rents, covenants, and agreements hereinafter reserved and contained, Landlord demises and leases to Tenant, and Tenant rents from Landlord, those certain Premises identified below.

1. **Components of Lease; Definitions.** The "**Lease**" shall consist of this instrument and its attached exhibits and addenda (if any) identified in the Attachment Schedule at the end hereof, all of which must be construed together. As used in this Lease, the following terms shall have the meanings indicated:

(a) "**Premises**" or "**Demised Premises**" means that certain store space whose address shall be **11160 Beach Boulevard, Unit 121** erected or hereafter to be erected as part of the Shopping Center, as defined in subparagraph (h) below and more accurately described in Exhibit A attached hereto, also known as **St. Johns Square II** located in **Jacksonville, Duval County, Florida 32246**, which Premises shall be located and configured substantially as shown on the site plan as Exhibit A, and shall contain approximately **13,080** square feet of interior floor area, measured to the outside finished surface of all exterior walls and to the centerline of all interior demising walls.

(b) **Dates** referred to herein shall have the following meanings:

i. "**Effective Date**" shall mean the Lease Date as noted above. Notwithstanding anything contained herein to the contrary, this Lease shall be effective and in full force as of the Effective Date, and Tenant shall be responsible for the performance of all terms, covenants and conditions contained in this Lease.

ii. "**Commencement Date**" means the date Landlord substantially completes "**Landlord's Work**" as described in this Lease (also known as the "**Tenant Improvements**" to be constructed by Landlord as described in Exhibit D, Schedule 1, attached hereto), if any, and is ready to tender possession of the Premises to Tenant, although some non-critical parts of Landlord's Work which do not prevent "**Tenant's Work**", as defined herein, from proceeding may still remain to be completed. If Tenant has not completed the requirements for taking possession by the Commencement Date (including but NOT limited to providing the required insurance certificate or submitting Tenant's Preliminary Plans, as defined herein), such delay by Tenant shall equally delay the physical turnover of the Premises but shall not delay the Commencement Date or Rent Commencement Date.

Initials: Landlord _____ Tenant _____

iii. **"Tenant's Work Period"** means up to sixty (60) days beginning on the Commencement Date.

iv. **"Rent Commencement Date"** means the earlier of (1) the day after the Tenant's Work Period ends (whether or not Tenant's Work is complete) or (2) the date on which Tenant opens the Premises for business.

(c) The **"Term"** of this Lease consists of the following **"Primary Term"** and any **"Extension Period"** which is agreed between the parties and properly exercised in accordance with this Lease: **"Primary Term"** means approximately ten (10) Lease Years (plus the partial calendar month at the end of that term, if applicable), beginning on the Rent Commencement Date described above, and expiring on **September 30, 2035**. **"Extension Period"** means two (2) successive options to extend the Term of this Lease for a period of five (5) Lease Years each, if properly exercised as described in Exhibit G.

(d) **"Base Rent"**. Tenant's annual Base Rent shall be as set forth in Exhibit F attached and a part of this Lease.

(e) **"Permitted Use"** means Tenant's use of the Premises for the operation of a tax collector's office, and for no other purpose. **"Permitted Name"** means the trade name or the "doing business as" (d/b/a) name Duval County Tax Collector used by Tenant in its operation of the Premises.

(f) **Intentionally Deleted**

(g) **Total Amount Due at Lease Execution**: The first month's gross rent (\$21,821.80) shall be paid by Tenant in certified funds or cashier's check within thirty (30) days after the Effective Date.

(h) **"Shopping Center"** or (**"Project"**) means the Premises and all of the remaining land and buildings shown and described on Exhibit A, including all improvements now or hereafter constructed thereon belonging to Landlord. Landlord may from time to time convey portions of the Shopping Center to third parties and retain the balance of the Shopping Center in Landlord's own name. In addition, Landlord may from time to time, by written notice to Tenant, add other contiguous land to the Shopping Center, whether such land is to be owned by Landlord or by others. Exhibit A is conceptual only, and may be changed by Landlord at any time to reflect changes in the buildings, parking lots, and other common areas of the Shopping Center.

(i) **"Lease Year"** means, in the case of Lease Year 1, a period beginning with the Rent Commencement Date and ending with the next following September 30; thereafter, beginning with Lease Year 2, a period of twelve (12) months beginning on the first day following the prior Lease Year; provided, however, that the partial calendar month, if any, that occurs at the beginning of the Primary Term shall be added to the first Lease Year for the calculation of rent and other charges due hereunder.

(j) **"Landlord's Work"** means that work described in Exhibit D; **"Tenant's Work"** means everything else that must be done to open the Premises to the public for the Permitted Use, other than the Landlord's Work.

(k) **"Rent"** means all amounts due under the Lease including, but not limited to, Base Rent, and Fixed Amount.

(l) **"Restrictions"** means collectively any recorded restriction that affect the Shopping Center and those "exclusive uses" and/or "use restrictions" set forth in the Addendum. At all times during the Term of this Lease, Tenant shall comply with and shall not violate the terms, provisions and requirements of the Restrictions. The rights of Tenant hereunder are expressly subject and subordinate to the terms of the Restrictions, whether recorded before or after the date of this Lease.

2. Commencement of Term. Upon the Commencement Date, Tenant shall (a) take possession of the Premises and assume responsibility for all utilities services thereafter furnished to the Premises, (b) diligently perform Tenant's Work, (c) open the Premises to the public as soon as practicable, and (d) thereafter continuously use and operate the Premises for the Permitted Use throughout the Term of this Lease under the Permitted Name. Tenant shall

Initials: Landlord _____ Tenant _____

provide Landlord with a copy of all permits for Tenant's Work **prior to** Tenant's undertaking any work at the Premises, and shall post a copy of such permits in the storefront of the Premises until such time as Tenant's Work has been fully inspected and approved by the applicable authority.

3. Length of Term.

(a) **Length.** The Term of this Lease shall begin on the Rent Commencement Date and shall end at midnight on the last day of the calendar month in which the Primary Term expires, unless this Lease is sooner terminated or properly extended (if applicable) as hereinafter provided.

(b) Tenant shall open for business within thirty (30) days after the Rent Commencement Date, and shall thereafter continuously operate for business in the Premises through the first (1st) full Lease Year of the Term. If at any time after the Rent Commencement Date Tenant ceases its operation of the Permitted Use within the Premises for a period of thirty (30) consecutive days, Landlord may at any time thereafter, but prior to Tenant's recommencing its operation of the Permitted Use within the Premises, terminate this Lease at Landlord's option by notice thereof to Tenant, in which event Tenant and Landlord, unless otherwise expressly provided herein and excepting Tenant's obligations that have accrued prior to such date, shall have no further rights or obligations hereunder. The cessation of Tenant's operation of the Permitted Use shall in no event release Tenant from any of Tenant's obligations or liabilities hereunder, including but not limited to the obligation to pay all Rent and other charges due under this Lease, unless Landlord terminates this Lease as described in the preceding sentence.

(c) Tenant shall provide prompt written notice to Landlord in the event that an appropriate City-owned property becomes available for lease. Either Landlord or Tenant has the right to terminate this Lease if an appropriate City-owned property becomes available, and the Lease shall be subject to annual appropriation pursuant to Section 122.413(c) of the City of Jacksonville Municipal Code.

4. **Use of Premises and Shopping Center.** Tenant (which for the purposes of this Paragraph shall include Tenant's employees, agents, and contractors) shall use the Premises only for the Permitted Use, under the Permitted Name, and for no other purpose without Landlord's prior written approval which may be withheld in its reasonable discretion.

(a) **Compliance with Law.** Tenant agrees to use the Premises and the Shopping Center strictly in accordance with and to comply with the law (which term shall include all laws, rules, statutes, ordinances, public or quasi-public rules, private land use restrictions, court rulings, regulations and the like) of the State in which the Shopping Center is located, including but not limited to all present and future environmental laws, regulations, codes and ordinances, and the Americans With Disabilities Act ("ADA").

(b) **Costs.** Tenant shall be responsible for all costs of such compliance, including but not limited to any cleanup or remediation and costs incurred in making physical changes to the Premises and the Shopping Center necessary for such compliance, which may be required as a result of Tenant's use or occupancy of the Premises or the Shopping Center.

(c) **Waste, Pests and Nuisance.** Tenant agrees not to permit or commit any waste or nuisance within the Premises or the Shopping Center. Without limiting the generality of the foregoing statement, Tenant agrees (i) not to allow any offensive noises, sounds, loud music, odors, vibrations, water or lights to emanate from the Premises, (ii) to maintain a regular, professional program of pest control within the Premises (including without limitation termite prevention for any applicable portion of the Premises or Tenant's personal property), and (iii) to keep the area adjacent to the Premises (including any dumpster areas as well as the service area directly behind the Premises) relatively free of litter.

Tenant shall arrange for compactor and/or dumpster service directly with the provider of same. In Landlord's sole discretion, Landlord may require Tenant to share a dumpster with other tenant(s) of

Initials: Landlord _____ Tenant _____

the Shopping Center (which decision may be founded upon, but is not limited to, when space does not allow for each tenant to have its own dumpster, or such is required under any applicable restrictions on the Shopping Center or municipal code requirements). In the event dumpsters are shared by multiple tenant(s), (i) the service provider may contract with the tenant(s) and may bill Tenant directly; (ii) Landlord may bill Tenant its pro rata share of such usage directly, and such cost may include a reasonable administrative fee billed monthly as trash reimbursement; or (iii) a third party may manage all costs associated with compactor and/or dumpster service and bill Tenant directly, which amount may include a reasonable administrative fee. Tenant shall be responsible for promptly and properly disposing of all garbage, trash, rubbish, and refuse from the Premises, at Tenant's sole cost, using a compactor and/or dumpster placed within the Shopping Center, designated by Landlord for Tenant's use. Tenant shall not improperly dispose of any waste, refuse, or garbage, and shall be fully responsible for all costs, including those for clean-up, incurred by Landlord for Tenant's failure hereof. Tenant shall use its best efforts to ensure that any dumpster remains closed at all times except for the disposal of or removal of waste.

If Landlord, in its reasonable discretion, determines that Tenant is creating a disturbance that violates this Paragraph, or if Landlord receives a complaint(s) from another tenant(s) regarding Tenant's disturbance, Landlord will send notice to Tenant and Tenant shall, at Tenant's sole cost and expense, meet with a related industry professional, provide a corrective plan to eliminate such disturbance, and with Landlord's prior approval, professionally install whatever devices (such as insulation, baffling, screening, air purifiers etc.) that may be necessary to prevent any noise, odors, vibrations, lights or water from extending beyond the Premises to adjacent stores and/or Common Areas. If, within ten (10) business days after demand by Landlord to comply with any of the above requirements, Tenant does not complete such work, then (i) Tenant shall immediately cease whatever activity or actions are creating the objectionable noises, sounds, loud music, odors, vibrations, water or lights which are emanating from the Premises, (ii) Tenant shall be deemed to be in default of this Lease, and (iii) Landlord shall have the right, but not the obligation, to perform such work and bill Tenant for the cost thereof. Furthermore, Tenant will be responsible to repair in a timely manner, and in a good and workmanlike manner, any damage caused by noise, odors, vibrations water or lights from extending beyond the Premises or caused by the operation of Tenant's business and Tenant agrees to indemnify, defend and hold Landlord, its successors and assigns, harmless against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, or resulting therefrom. The aforementioned examples of waste or nuisance are by no means exhaustive nor limited to said examples.

(d) **Common Areas.** Tenant, its employees, and invitees, shall have the nonexclusive right to use the parking and other common areas of the Shopping Center, as constituted from time to time, for their intended purposes throughout the Term of this Lease. Tenant and its employees shall park their cars only in those portions of the parking area designated for that purpose by Landlord as shown on Exhibit A. Upon request, Tenant shall provide Landlord with the license tag numbers of Tenant's cars and the cars of its employees, and shall thereafter promptly notify Landlord of any change in those tag numbers. In the event Tenant or its employees park their cars in areas other than the designated parking areas, Landlord (after giving notice to Tenant of such violation, provided, however, Landlord shall not be required to provide Tenant with more than four (4) such notices in any twelve (12) month period; thereafter no such notice shall be required) shall have the right to charge Tenant \$125.00 per day per car parked in any areas other than those designated. No "special events" or "special use" of the common areas, including but not limited to the sidewalks and/or parking areas, shall be allowed without Landlord's prior written approval, which may be withheld in Landlord's sole discretion.

(e) **Access.** Landlord shall have the right to enter the Premises at all reasonable times to inspect or to exhibit same to prospective purchasers, mortgagees, and tenants, and to make such repairs as are required of Landlord under this Lease, provided Landlord does so in a manner reasonably calculated to minimize the disruption of Tenant's business.

Initials: Landlord _____ Tenant _____

(f) **Relocation.** Landlord reserves the right at any time during the Term to move Tenant from the Premises to a new location within the Shopping Center (or within any of the following shopping centers owned by Landlord: St. Johns Square I) having substantially the same area as the Premises, whereupon Landlord shall resume possession of the Premises. In that event, this Lease shall continue on the same terms, conditions, and rents as provided herein, except that the term “**Premises**” shall be deemed to refer to that new location instead. Landlord may exercise this right upon sixty (60) days’ notice to Tenant, and shall pay all reasonable costs and expenses incurred by Tenant as a result of the relocation. If the parties cannot agree on the relocation, either party may terminate this Lease upon thirty (30) days’ notice to the other unless Landlord withdraws its relocation notice.

(g) **Roof.** To avoid damaging the Shopping Center roof and to protect Landlord’s roof warranty, Tenant shall not cause or permit (i) anyone to enter upon or place anything on the roof of the Premises or the roof of any other part of the Shopping Center, (ii) any penetrations or openings to be made in the roof, or (iii) any repairs or other work to be performed thereon, without Landlord’s prior written approval and the participation of Landlord’s designated roofing contractor (at Tenant’s expense). Tenant shall be responsible for any costs associated with repairing the roof and reinstating Landlord’s roof warranty in the event of any violation of this provision.

(h) **Intentionally Deleted.**

(i) **Intentionally Deleted.**

5. **Base Rent.** Tenant agrees to pay to Landlord the Base Rent, as outlined on Exhibit F, plus all applicable sales, rent, use and/or other taxes thereon, at the address set forth in Paragraph 27 hereof for the payment of Rent, or at such other place hereafter designated by Landlord pursuant to the provisions of Paragraph 27 hereof, without notice or demand, in advance upon the first day of each calendar month (with a *pro rata* payment on the first day of any partial month) throughout the Term.

6. **Intentionally Deleted.**

7. **Fixed Amount.** Except for those costs which are to be borne by Landlord as specified in this Lease, it is the intent of the parties that this shall be a “net lease”, and that all expenses of Tenant’s use or occupancy of the Premises, including Tenant’s Fixed Amount, as defined below, of the costs of owning and operating the Shopping Center as a whole, shall be paid by Tenant in addition to the rents specified herein. Together with the Base Rent, Tenant shall pay its “**Fixed Amount**” of CAM, Taxes, and Insurance, with a five percent (5%) annual escalator in the amounts shown on Exhibit F attached hereto.

(a) **Intentionally Deleted.**

(b) **CAM.** As its contribution to the maintenance and operation of the Shopping Center and as part of the Fixed Amount, Tenant shall pay an amount of the common area maintenance fees (“**CAM**”).

i. intentionally deleted

ii. The CAM costs shall consist of all of Landlord’s costs and expenses incurred in operating, maintaining, repairing, lighting, irrigating, and managing the Shopping Center common areas, including by way of illustration and not limitation, the costs of all landscaping, painting, roofing, common area utilities, repair, replacement and maintenance expenses, pest control, fire monitoring, expenditures for repaving, sealing, and striping the parking areas, costs related to any master development or similar association fees, the depreciation or amortization of the costs and expenses, including without duplication, the cost of initial supply and installation and the repair and replacement of all machinery, equipment, meters and other fixtures, equipment and facilities, including sprinkler and irrigation systems, serving or comprising the Shopping Center which by their nature require periodic or substantial repair or replacement, unless, pursuant to any other provision of this subparagraph, they are charged fully in the year in which they are incurred, in accordance with sound accounting principles, the cost of licenses and permits,

Initials: Landlord _____ Tenant _____

costs of personnel employed in the operation, management and security of the common areas and their related benefits, and reasonable management and administrative fees. Such CAM costs shall not include the costs incurred by Landlord for repairs or replacements caused by casualty or condemnation to the extent reimbursed by insurance or condemnation awards, and interest or principal payments on mortgages. Landlord shall have the right with regard to any and all management and maintenance obligations of Landlord under this Lease, to contract with such person(s) or entity or entities for the performance and accomplishment of such of the obligations as Landlord shall deem proper, including entities in which Landlord may hold an ownership or other interest.

(c) **Taxes.** As part of Tenant's Fixed Share, Tenant shall reimburse Landlord for Taxes. The term "**Taxes**" shall mean all real estate taxes, assessments (special or otherwise), rent taxes in lieu of real estate taxes, and any other governmental levies and impositions, fees, or charges of a similar nature, whether general, special, ordinary, extraordinary, foreseen or unforeseen, appearing on the tax bill, or in lieu thereof or in substitution therefor, which may be assessed, levied or imposed upon all or any part of the Shopping Center and shall include the reasonable cost of successfully protesting, contesting and/or appealing such Taxes. Taxes do not include any other franchise, estate, inheritance or general income tax, unless any such tax replaces or is in substitution for any of the Taxes described in the preceding sentence.

(d) **Insurance.** As part of Tenant's Fixed Amount, Tenant shall reimburse Landlord for Insurance. The term "**Insurance**" for this purpose shall mean the premiums for Landlord's insurance of the Shopping Center described in Paragraph 13(b) below.

8. Utilities, Hazardous Substances, etc.

(a) **Utilities.** Landlord shall not be liable in the event of any interruption in the supply of any utilities unless due to the negligence or misconduct of Landlord, its agents, or employees. Beginning on the Commencement Date and continuing through the last day of the Term, at Tenant's sole cost and expense, Tenant shall have all Utilities meters registered in Tenant's name and Tenant shall be solely responsible for and shall promptly pay to the appropriate provider all charges for use or consumption of water, sewer, gas, garbage (dumpster) removal, electricity, telephone, and any other utility services at the Premises (collectively, the "**Utilities**"). If, in the event any of the Utilities used by Tenant are not separately metered or assessed, Tenant shall pay to Landlord either (i) its pro rata share of such Utilities charges, where such pro rata share is based on a fraction of which the numerator is the total square footage of the Premises and the denominator is the square footage of all premises' in the Shopping Center using the Utilities, or (ii) actual consumption based on a utility sub-meter, plus a reasonable administrative fee. Landlord reserves the right to appoint a third party vendor to bill Tenant directly for consumption of Utilities. Any failure to pay such Utilities charges shall be a material default under this Lease.

(b) Hazardous Substances; Mold.

- (i) Tenant shall not use or suffer the Premises to be used in any manner so as to create a violation of any Environmental Law, nor shall Tenant cause or suffer to be caused any chemical contamination or discharge of a substance of any nature which is noxious, offensive or harmful or which under any Environmental Law constitutes a Hazardous Substance. Tenant shall also immediately notify Landlord in writing of potential violations of any Environmental Law of which Tenant is or becomes aware and which are raised by any private party or government agency with regard to Tenant's business or the Premises. Tenant shall also notify Landlord immediately of any Hazardous Substance spills at the Premises and of any other Hazardous Substances of which Tenant becomes aware. Not in limitation of the generality of the foregoing, but as additional covenants, Tenant specifically agrees that (i) Tenant shall not generate, manufacture, refine, transport, treat, store, handle, dispose or otherwise deal with any Hazardous Substances as now or

Initials: Landlord _____ Tenant _____

hereafter defined by any Environmental Law, except for small quantities of Hazardous Materials, which are of a type customarily found in offices and households (such as aerosol cans containing insecticides, toner for copies, paints, paint remover, and the like), provided that Tenant shall handle, store, use and dispose of any such Hazardous Materials in a safe and lawful manner and shall not allow such Hazardous Materials to contaminate the Project; and (ii) Tenant shall defend, indemnify and hold Landlord harmless against any liability, loss, cost or expense, including reasonable attorneys' fees and costs (whether or not legal action has been instituted) incurred by reason of the existence of any Hazardous Substance (but only if such existence is caused solely by Tenant's use and/or occupancy of the Premises) or any failure by Tenant to comply with any Environmental Law now or hereafter in effect, subject to the conditions and limitations set forth in Section 768.28, Florida Statutes.

- (ii) For purpose of this Section the term "Hazardous Substances" shall mean and include all hazardous and toxic substances, waste or materials, any pollutant or contaminant, including, without limitation, PCB's, asbestos, asbestos-containing material, and raw materials that are included under or regulated by any Environmental Law or that would pose a health, safety or environmental hazard.
- (iii) For purpose of this Section the term "Environmental Law" shall mean and include all federal, state, and local statutes, ordinances, regulations and rules presently in force or hereafter enacted relating to environmental quality, contamination, and clean-up of Hazardous Substances, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §6091 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6091 et seq., as amended by the Hazardous and Solid Waste Amendment of 1984, and state super lien and environmental clean-up statutes and all rules and regulations presently or hereafter promulgated under said statutes as amended.
- (iv) Landlord represents and warrants that to the best of its knowledge (without inquiry) there are no past or present regulatory violations related to any Hazardous Substances at, on, under, or surrounding the Project and has not received any warning notices, notice of violations, administrative complaints, judicial complaints or other formal or informal notices from any environmental or governmental agency alleging that the presence of regulatory violations or Hazardous Substances at, on, under, or surrounding the Project is in violation of, or gives rise to liability under, any Environmental Law.
- (v) If Hazardous Substances are hereafter discovered on the Project, and the presence of such Hazardous Substances is not caused by Tenant's use and/or occupancy of the Premises or any failure by Tenant to comply with any Environmental Law, and the presence of such Hazardous Substances results in any contamination, damages, or injury to the Project that adversely affects or could adversely affect Tenant's occupancy or use of the Premises, Landlord shall promptly take all actions at its sole expense as are necessary to remediate such Hazardous Substances and as may be required by the Environmental Laws. Actual or threatened action or litigation by any governmental authority is not a condition prerequisite to Landlord's obligations under this paragraph. After notification from Tenant supported by reasonable documentation setting forth such presence or release of Hazardous Substances, Landlord shall commence to remediate such Hazardous Substances within a commercially reasonable period of time and thereafter diligently prosecute such remediation to completion, to the extent required by law.
- (vi) Landlord shall indemnify, defend and hold harmless Tenant (such defense to be undertaken by counsel approved by Tenant, such approval not to be unreasonably

Initials: Landlord _____ Tenant _____

withheld) from and against any and all penalties, fines, suits, procedures, liabilities, claims, loss, cost and expense (including reasonable attorney's and consultants costs) arising out of or in any way related to any regulatory violation or Hazardous Substances affecting the Premises which first occurred at any time prior to the Commencement Date or which arise after the Commencement Date and are not caused by Tenant's use and/or occupancy of the Premises or any failure by Tenant to comply with any Environmental Law.

(vii) The provisions of this Section shall survive the expiration or earlier termination of this Lease.

9. Construction Obligations. Landlord shall perform Landlord's Work, as specified in Exhibit D, subject to reimbursement by Tenant as provided in Section 4 of Exhibit D. After completion of Landlord's Work, Tenant shall, prior to the Rent Commencement Date, at its sole cost and expense, perform any additional Tenant's Work in a good and workmanlike manner, in accordance with all present and future laws, regulations, ordinances, building codes and/or fires codes, including the ADA. If applicable, Tenant shall be obligated to submit its construction plans to Landlord.

10. Assignment and Subletting.

(a) Tenant shall not assign this Lease in whole or in part or sublet all or any part of the Premises without the prior written consent of Landlord. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. For this purpose, the term "assignment" shall include not only a direct assignment of this Lease, but also any indirect assignment by virtue of the transfer of a controlling interest in Tenant or Tenant's business, whether voluntary or otherwise. Any attempt to assign or sublet this Lease without obtaining Landlord's consent as required shall be voidable at Landlord's sole discretion.

No assignment, sublease, or other transfer of this Lease shall become effective until each assignee assumes all obligations of Tenant under this Lease by executing, acknowledging and delivering to Landlord, before the effective date of such assignment, sublease or transfer, a written agreement prepared by Landlord.

(b) In order to obtain Landlord's consent to a proposed assignment or subletting, the following conditions must be fulfilled, as well as any other reasonable requirements of Landlord:

- i. Landlord shall be provided with at least thirty (30) days' written notice prior to any proposed assignment or subletting, plus such information about the proposed assignment or subletting as Landlord may request;
- ii. Tenant and any Guarantor(s) shall remain liable under this Lease;
- iii. Any proposed assignee or subtenant and guarantor of same shall assume, in a written instrument acceptable to Landlord, all of the obligations of Tenant hereunder;
- iv. Landlord shall have the right to review and approve the financial condition and business experience of the proposed assignee or subtenant;
- v. The proposed assignee's or subtenant's use of the Premises shall comply with this Lease and shall not conflict with (i) any other uses then operating within the Shopping Center, (ii) any exclusive rights granted to any other tenant, or (iii) any prohibitions by which Landlord or the Premises are bound;
- vi. With each proposed assignment or sublease request submitted by Tenant to Landlord for its approval or disapproval, Tenant shall pay to Landlord, in advance but no later than submittal, a non-refundable administrative review fee of One Thousand Dollars (\$1,000.00), plus an additional assignment fee of Two Thousand Dollars (\$2,000.00) upon approval of the

Initials: Landlord _____ Tenant _____

request by Landlord (and such fees shall be increased by Five Hundred Dollars (\$500.00) during any Extension Period, or later renewal); and,

vii. If for any proposed assignment or sublease Tenant receives rent or other consideration, either initially or over the term of such assignment or sublease, in excess of the Base Rent and other sums then required to be paid by Tenant hereunder (including percentage rent, if any), or in the case of a sublease of a portion of the Premises in excess of the Base Rent allocable to such portion based solely on a rentable square footage basis, after appropriate adjustments to assure that all other payments required to be made by Tenant hereunder are taken into account, such additional sum shall be payable by Tenant to Landlord within five (5) days after receipt thereof.

(c) **Invalid Assignment.** In the event Tenant attempts to, or assigns, or subleases, this Lease, without Landlord's prior written consent (an "**Invalid Assignment**"), Landlord shall have the right to terminate this Lease upon sending Tenant written notice within forty-five (45) days after Landlord becomes aware of the Invalid Assignment. In the event Landlord does not elect to terminate the Lease due to an Invalid Assignment, and Landlord agrees to allow such assignee or sublessee to remain in possession of the Premises, Tenant and/or such assignee or sublessee shall be required to pay to Landlord (i) four (4) months' Base Rent as an additional Security Deposit, (ii) an administrative fee of Two Thousand Dollars (\$2,000.00), and (iii) an additional assignment fee of Five Thousand Dollars (\$5,000.00). These amounts shall be due and payable immediately upon Landlord's notice to Tenant. Additionally, Landlord shall be entitled to collect Base Rent due hereunder based on the holdover rent amount described in Paragraph 19 of the Lease during any period of time in which the Invalid Assignment was in effect (i.e., Tenant will owe holdover rent during the time from when the assignee or subtenant was in possession of the Premises until such time Landlord and Tenant/assignee/sublessee execute the appropriate documentation). Such amount shall be immediately due and payable.

11. Tenant's Alterations to the Premises; Tenant's Signage.

(a) **Alterations.** Tenant shall not make any exterior or structural changes in the Premises without the prior written consent of Landlord. Tenant shall have the right to make interior non-structural alterations to the Premises, provided Tenant (a) first obtains Landlord's written consent to such alterations, which consent shall not be unreasonably withheld, and (b) constructs such alterations in a good and workmanlike manner, in accordance with the law. All installations, alterations, additions and improvements, whether by Landlord, Tenant, or any other person (except only sign panels and moveable furnishings, equipment and trade fixtures installed at Tenant's cost) shall be constructed in a good and workmanlike manner, in accordance with the law, and shall become, when made, a part of Landlord's real estate and on termination of the Lease Term shall be surrendered with the Premises in good condition. All alterations shall be made in accordance with Exhibit D to this Lease.

If any modification is made to the Premises for Tenant's occupancy thereof, Tenant shall be responsible for complying with the applicable state and local codes as they relate to fire protection in the Premises. Any changes thus required by the fire marshal must be complied with by Tenant at its cost and expense. If Tenant's occupancy type requires that a non-sprinkled space must become sprinkled, the obligation, and cost therefor, shall be Tenant's responsibility.

(b) **Signage.** All signage installed by or on behalf of Tenant must be approved and authorized in advance in writing by Landlord. Tenant shall install, at its expense, permanent signs on the canopy or raceway sign band of the Premises, which signs must be of a size, material, and quality of construction that comply with the signage and graphics standards established by Landlord for the Shopping Center and attached to this Lease as Exhibit C, and must be completely installed and operational prior to the date Tenant first opens for business in the Premises. No other signs, displays, banners, posters, lettering, graphics, neon signs, window covers, blinds, clings or stickers, shades or tints, or any other type of advertisement or graphic may be installed upon or within the Premises in such a way that it is substantially visible from the exterior of the Premises without the approval of the applicable governing

Initials: Landlord _____ Tenant _____

authority and Landlord's prior written consent; provided, however, that Landlord shall not unreasonably withhold its consent for identification lettering and hours of operation lettering on Tenant's storefront doors and glass so long as same are typically used in all of Tenant's other locations. All electrical signs installed on the Premises at the instance of Tenant must be mounted on external raceways.

Pylon Signage. Any pylon and/or monument panel signage to be used by Tenant must be leased through and coordinated with the Shopping Center's property manager. If available, such signage shall be pursuant to a separate lease, at no additional cost to Tenant, which lease shall be and hereby is cross-defaulted and coterminous with this Lease.

Within a reasonable time after the Effective Date, Tenant shall provide sign renderings to Landlord for Landlord's consent and approval. The design of all of Tenant's electrical signs is subject to Landlord's prior approval and may be installed ONLY by a sign company approved by Landlord. Not all sign companies, fabricators, vendors, and subcontractors are authorized to work on the Shopping Center premises, therefore Tenant must contact Landlord's property management department for prior written approval **BEFORE** Tenant contracts with or hires any sign company for work to be done on the Premises. Upon the complete installation of such signage, Landlord shall inspect its installation and, if such is not installed properly, in addition to the cost for re-installation and/or any repairs necessitated thereby, Tenant shall pay Landlord's inspection fee in the amount of seventy-five dollars (\$75.00). At the end of the Term, whether by expiration or earlier termination, Tenant shall remove Tenant's signage and repair any damage caused by such removal; in the event Tenant fails to do so, Tenant shall pay Landlord the amount of Five Hundred Dollars (\$500.00) for the purpose of Landlord's removing Tenant's signage and repairing the façade of the Premises.

12. Repairs.

(a) **By Tenant.** Tenant, at its sole cost and expense, shall maintain, repair and replace as and when necessary all non-structural portions of the interior of the Premises, together with the plate glass, the exterior doors, hardware, and storefront, and all of Tenant's exterior signs (including without limitation the signs on the canopy or raceway sign band as described herein) and all electrical components within or exclusively serving the Premises in good operating condition and appearance, subject to normal wear and tear. Tenant shall maintain, repair and replace as and when necessary all sanitary sewer systems and all plumbing and plumbing fixtures, within or serving exclusively the Premises, in good operating condition and appearance, subject to normal wear and tear including, but not limited to, fire protection/sprinklers, backflow preventers (even if physically located outside the Premises, but exclusively serving the Premises), grease traps and grease trap plumbing and clean-outs (if any), and any plumbing that is located underneath the floor slab. Any warranty if or when granted or assigned to Tenant from Landlord for any portion or component of the Premises shall not include coverage of those costs (i) for routine maintenance items (including but not limited to filters, belts, contactors, and fan motors) or (ii) costs attributable to the negligence or intentional acts of or failure to act by Tenant, its officers, employees, agents, or contractors. Tenant shall also be liable for any labor expense associated with the foregoing.

The foregoing notwithstanding, Landlord shall initially be responsible for the maintenance and repair of the Premises' heating, ventilation, and air conditioning equipment (the "HVAC"). However, if Landlord deems in its reasonable judgment that the HVAC unit requires replacement, then Landlord will replace the existing rooftop HVAC unit (unit only, but not any related ductwork) – Landlord shall deliver any and all HVAC factory warranties to Tenant, and upon such delivery Landlord shall thereupon be relieved of and from all further obligations with respect to the HVAC unit. Thereafter, Tenant shall at all times during the Term, at its sole cost and expense, keep and maintain the HVAC and every part thereof and all appurtenances thereto exclusively serving the Premises, in good order, condition, repair, and in a safe condition. Tenant shall provide documented evidence to Landlord not later than one (1) week after the Commencement Date (and annually on such date thereafter) verifying that Tenant has an active Annual HVAC Maintenance Service Contract/Agreement from an HVAC

Initials: Landlord _____ Tenant _____

maintenance company acceptable to Landlord ("**Tenant's HVAC Maintenance Company**") for HVAC maintenance inspections to be performed on not less than a quarterly basis. Tenant shall be responsible for changing the HVAC air filters not less than once every month during the Term. Landlord shall randomly inspect the Premises for compliance with this requirement.

(b) **Tenant's Failure to Repair.** If Tenant refuses or neglects to repair as required hereunder and to the reasonable satisfaction of Landlord, or its representative, as soon as reasonably possible after demand, Landlord, or its representative, may make such repairs without liability to Tenant for any loss or damage that may occur to Tenant's merchandise, fixtures, or other property, or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay as additional Rent Landlord's cost for making such repairs plus twenty percent (20%) for overhead.

(c) **By Landlord.** Landlord shall maintain the structural and exterior portions of the Shopping Center and the Premises in good operating condition and appearance (subject to normal wear and tear) at Landlord's expense, except for damage caused by Tenant, its agents, employees, or invitees. Any damage caused by Tenant, its agents, employees, or invitees shall be Tenant's sole cost and responsibility to repair.

13. Insurance.

(a) **Tenant.** Tenant shall maintain at its own cost and expense (i) commercial special coverage including earth movement and flood in amounts adequate to cover the full cost of replacement of all personal property, merchandise, fixtures, decorations, and improvements and betterments serving the Premises in the event of a loss, and (ii) commercial general liability insurance coverages for the Premises in such forms and amounts as are reasonable or customary for the insurance of similar businesses in the vicinity of the Shopping Center, but in no event less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate, and Two Million Dollars (\$2,000,000.00) products/completed operations aggregate, (iii) in the event that the Permitted Use allows for the sale of alcohol from the Premises, Tenant shall obtain an additional policy for liquor liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, (iv) Workers' Compensation and Employers Liability Insurance (including occupational disease) to cover statutory benefits and limits under the Workers' Compensation laws of any applicable jurisdiction in which operations exist, with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) each accident, Five Hundred Thousand Dollars (\$500,000.00) for disease for each employee, and Five Hundred Thousand Dollars (\$500,000.00) disease policy limit, and (v) Commercial Automobile insurance covering all owned, leased, and non-owned vehicles used in connection with the scope of Tenant's business, or other contractual agreements with limits of One Million Dollars (\$1,000,000.00) combined single limit bodily injury and property damage each accident.

(b) **Landlord.** Landlord shall maintain (i) commercial property special form coverage covering the building in the amount of its full replacement value for fire and, in Landlord's discretion, for such other risks (*e.g.*, flood, windstorm, hurricane, etc.) as are from time to time insured by prudent landlords of comparable properties in the vicinity of the Shopping Center, (ii) rental or business interruption insurance, and (iii) commercial general liability insurance for the Shopping Center in the same or greater amount as required of Tenant in (a) above.

(c) **Evidence, etc.** Tenant shall furnish duplicate copies of its insurance policies or certificates of insurance on an Acord Form 25 evidencing the insurance coverages required by Paragraph 13(a), and naming Landlord, and if required, Landlord's lender(s) as additional insureds, and shall contain a provision that such insurance cannot be cancelled without thirty (30) days prior notice to Landlord. Such evidence must be delivered to Landlord not later than, and as a condition to, Landlord's turnover of the Premises to Tenant. Each day of delay in turn over caused by the failure of Tenant to provide such evidence of insurance shall advance the date by one day of the date Tenant's obligation to pay rent hereunder shall commence. Thereafter Tenant shall provide such evidence not less than once per year on the anniversary date of the original submission.

Initials: Landlord _____ Tenant _____

(d) **Insured's Waiver.** In the event of loss or damage to the property of Landlord or Tenant, each party will look first to its own insurance before making any claim against the other. To the extent possible, each party shall obtain, for all policies of casualty insurance required by this Lease, provisions permitting waiver of subrogation against the other party, and each party, for itself and its insurers, hereby waives the right to make any claim against the other (or its agents, employees, or insurers) for loss or damage covered by the insurance requirements of this Lease.

(e) **Indemnities.**

Tenant shall hold harmless, indemnify, and defend Landlord and Landlord's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Lease, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Lease contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Lease; and

3. Intellectual Property Liability, to the extent this Lease contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Lease, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this **Lease**, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Lease or otherwise. Such terms of indemnity shall survive the expiration or termination of the Lease.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

Initials: Landlord _____ Tenant _____

(f) **Landlord Not Responsible for Acts of Others.** Landlord shall not be responsible or liable to Tenant, or to those claiming by, through, or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons occupying space adjoining the Premises or any part of the Premises adjacent to or connecting with the Premises or any other part of the Shopping Center, or otherwise, or for any loss or damage resulting to Tenant, or those claiming by, through, or under Tenant, or its or their property, from the breaking, bursting, stoppage, or leaking of electrical cable and wires, or water, gas, sewer, or steam pipes. To the maximum extent permitted by law, Tenant agrees to use and occupy the Premises, and to use such other portions of the Shopping Center as Tenant is herein given the right to use, at Tenant's own risk.

14. **Destruction.** Subject to the provisions of (a) and (b) below, if the Premises or any other part of the Shopping Center shall be damaged by any casualty, Landlord shall promptly restore same as nearly as practicable to its condition immediately prior to the occurrence of the damage. If the casualty or rebuilding renders the Premises untenable in whole or in part, and if the damage was not the fault of Tenant, the Base Rent and other charges under this Lease will abate in proportion to the time and extent (on a square-foot basis) Tenant is denied the use of the Premises.

(a) **Damage to the Premises.** If the Premises are damaged by fire or other casualty to the extent that the cost of repair or replacement exceeds twenty-five percent (25%) of the replacement value of the Premises, Landlord may elect to terminate this Lease within ninety (90) days of such casualty. In the event the Premises are damaged by fire or other casualty during the Term and the cost of repair or replacement is less than twenty-five percent (25%) of the full replacement cost of the Premises, then Landlord shall promptly repair the Premises to substantially the condition that existed when the Premises were originally turned over to Tenant. Notwithstanding anything to the contrary in this Paragraph, Landlord shall not be required to repair or replace the Premises after casualty if the casualty occurs during the last twelve (12) months of the Primary Term or the then current Extension Period.

(b) **Repair.** Unless Landlord has the right under the preceding Paragraph to terminate this Lease following a casualty and unless Landlord properly and timely elects to do so, then once Landlord has repaired the damage caused by that casualty, (1) Tenant shall refixture the Premises in a manner and to a condition equal to, as nearly as practicable, that existing prior to its destruction or casualty, and (2) the proceeds of all insurance carried by Tenant on its property and improvements shall be held in trust by Tenant for the purpose of said repair and replacement. Any abatement of rent shall end upon the earlier of (1) the date Tenant re-opens the entire Premises for business, or (2) thirty (30) days after notice by Landlord to Tenant that the Premises have been repaired and are ready for the completion of Tenant's restoration and refixturing.

(c) **Notice.** Tenant shall give prompt notice to Landlord in case of fire or other damage to the Premises.

15. **Condemnation.**

(a) **Total.** If the whole of the Premises shall be acquired or taken pursuant to the power of eminent domain for any public or quasi-public use or purpose, then this Lease shall terminate as of the date of title vesting in the public authority in such proceeding.

(b) **Partial.** If any part of the Premises shall be taken as aforesaid, and such partial taking shall render the portion not taken unsuitable in Tenant's reasonable judgment for the conduct of business then this Lease shall terminate as described in (a) above. If such partial taking does not so render the Premises unsuitable for the business of Tenant, then this Lease shall continue in effect except that the Base Rent shall be reduced in the same proportion that the floor area of the Premises taken bears to the original floor area, and Landlord shall make all necessary repairs or alterations to the building in which the Premises are located so as to restore the portion of the building not taken to a complete architectural unit, but such work shall not exceed the scope of the work to be done by Landlord in originally constructing the Premises, nor shall Landlord in any event be required to spend for such work an amount in excess of the amount awarded by the taking authority for the part of the Premises so taken. No condemnation or taking of any part of the parking or other common areas of the Shopping Center

Initials: Landlord _____ Tenant _____

shall affect this Lease or Tenant's obligations hereunder, provided Landlord maintains sufficient parking spaces in the Shopping Center to meet all applicable legal requirements.

(c) **Awards.** All compensation awarded or paid upon such a total or partial taking of the Premises or the Shopping Center shall be the sole property of Landlord; provided, however, that so long as Landlord's award is not thereby reduced, Tenant shall also be entitled to claim, prove, and receive in any condemnation proceedings such separate award as may be allowed for Tenant's loss of business, relocation costs, fixtures, and other unamortized leasehold improvements installed by it.

16. Default.

(a) By Tenant.

i. The following constitute default by Tenant:

- (1) Tenant does not pay the Rent or any other sum due from Tenant at the time and in the amount stated in this Lease within seven (7) business days after receipt of written notice from Landlord (provided, however, in no event shall Landlord be required to provide Tenant with more than two (2) such written notices in any twelve (12) month period; thereafter no such notice shall be required and non-payment of any sum due from Tenant shall be an immediate default), except as otherwise required herein, or,
- (2) Tenant fails to keep and perform any other condition, stipulation, or agreement herein contained and such default shall continue for thirty (30) days after written notice thereof (or, if such default cannot be cured within thirty (30) days, if Tenant does not begin curing the default within thirty (30) days after notice and diligently proceed in good faith to cure the default), or,
- (3) Tenant is served with three (3) or more notices of default by Landlord within a twelve (12) month period, whether or not such prior defaults have been cured timely, or,
- (4) Tenant's interest hereunder or all of its property on the Premises is sequestered or taken under execution or other legal process, or,
- (5) Tenant attempts to assign this Lease or sublet any portion of the Premises in violation of Paragraph 10 of this Lease, or if the Premises are occupied by anyone other than Tenant, or,
- (6) Tenant vacates or abandons the Premises at any time following delivery of possession of the Premises to Tenant.

ii. In the event of default by Tenant, Landlord may, at Landlord's option, in addition to any and all other remedies at law or in equity,

- (1) terminate this Lease and re-enter the Premises, in which event the parties shall have no further rights or obligations hereunder; or,
- (2) perform such obligation (other than payment of Rent) on Tenant's behalf and charge the cost thereof to Tenant as additional rent; or,
- (3) take possession of the Premises (including all personal property and fixtures located therein), without terminating this Lease or waiving any Landlord rights herein; or,
- (4) declare the Base Rent and all other sums due hereunder for the remainder of the Term to be immediately due and payable.

Initials: Landlord _____ Tenant _____

iii. In the event Landlord elects to retake possession of the Premises from Tenant, Landlord may re-let the whole or any part of said Premises for the whole of the unexpired period of this Lease, or longer, or from time to time for shorter period, for a use compatible with the then-existing tenants of the Shopping Center, and for any rental then obtainable, giving such concessions of rent and making such special repairs, alterations, decorations and paintings for any new tenant as Landlord may in Landlord's sole and absolute discretion deem advisable. In the event such a lease is entered into for the account of Tenant, Tenant agrees to pay any deficiency after crediting it with the rent thereby obtained, less all repairs and expenses, including the reasonable costs of remodeling and brokerage fees, and Tenant waives any claim it may have to any rent obtained on such re-letting which may be in excess of the rent required to be paid herein by Tenant. Tenant's liability as aforesaid shall survive the institution of summary proceedings and the issuance of any warrant thereunder. Landlord shall be under no obligation to re-let or to attempt to re-let the Premises or to mitigate its damages in any other fashion arising from any deficiency referred to in this Paragraph.

(b) **By Landlord.** In the event Landlord shall fail to keep and perform any of the conditions, stipulations, or agreements herein contained and such default shall continue for thirty (30) days after written notice thereof (or, if such default cannot be cured within thirty (30) days, if Landlord does not begin curing the default within thirty (30) days after notice and diligently proceed in good faith to cure the default), then Tenant shall have such rights and remedies as may then be provided at law or in equity.

(c) **Costs, etc.** Tenant shall be responsible for all costs, including Landlord's attorney's fees, of collection of any sums due by Tenant under this Lease (or the Guaranty). In the event of a dispute under this Lease, each party shall bear its own costs, including attorney's, in order to enforce its rights hereunder.

(d) **Late Charges, etc.** In addition to the remedies provided above, (i) all sums due under this Lease will bear interest at the highest rate allowed by law beginning ten (10) days after they are due, and (ii) a late charge will be imposed if any payment under this Lease is not made within five (5) days after it is due, in an amount equal to the greater of \$250.00 or five percent (5%) of the delinquent payment. Landlord shall apply payments from Tenant in the following order: first, toward interest charges accrued against Tenant's account; second, toward administrative fees, late fees, service charges or legal expenses assessed against Tenant's account; third, toward Landlord's reimbursable expenses, and then fourth, toward Base Rent. Notwithstanding the foregoing, for payments due from Tenant to Landlord on the October 1 of any Lease Year during the Term, such late charge shall not be assessed unless such failure continues beyond the following October 15.

(e) **Security Interest.** In addition to the other remedies set forth herein, in the event Tenant defaults hereunder, Tenant hereby grants to Landlord a lien and security interest on all property of Tenant and such property shall be and remain subject to such lien and security interest of Landlord for payment of all Rent and other sums agreed to be paid by Tenant herein.

(f) **Waiver of Right of Redemption.** Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant's being evicted or dispossessed for any cause, or in the event of Landlord's obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise.

17. Attornment; Subordination. This Lease is subordinate to all present and future mortgages, ground leases, and financing leases encumbering the Premises or any other part of the Shopping Center. If requested, Tenant shall execute a subordination, non-disturbance, and attornment agreement ("**SNDA**") with the holder(s) of such instrument(s), under which Tenant shall in the event of the sale or assignment of Landlord's interest in the Shopping Center, or in the event of any foreclosure or exercise of the power of sale under any mortgage made by Landlord covering the Premises, attorn to the purchaser and recognize such purchaser as Landlord under this Lease, on the terms contained in the SNDA. The SNDA shall specifically affirm the subordination of Tenant's rights under this Lease to the lien of any mortgage, ground lease, or financing lease now or hereafter encumbering the Premises, and Tenant's agreement not to take any action to enforce its rights against Landlord for an alleged default under this

Initials: Landlord _____ Tenant _____

Lease without first giving the holder of such financing written notice of that default and a reasonable opportunity to cure same pursuant to the SNDA.

18. **Quiet Enjoyment.** Tenant, upon paying the rents and performing all of the terms on its part to be performed, shall peaceably and quietly enjoy the Premises subject, nevertheless, to the terms of this Lease.

19. **End of Term.** At the expiration of this Lease, Tenant shall surrender the Premises to Landlord in the same condition as they were received by Tenant, reasonable wear and tear excepted, and shall deliver all keys and combinations of locks or safes to Landlord. Before surrendering the Premises, Tenant shall remove all of its personal property, trade fixtures, signs, and decorations (provided Tenant is not then in default hereunder), and shall repair any damage caused thereby. If Tenant fails to remove any of its property at the expiration of this Lease, said property shall be deemed abandoned and shall, at Landlords' option, become the property of Landlord. Any holding over after the expiration of the Term without the written consent of Landlord shall be construed to be a tenancy at sufferance on a month-to-month basis and shall otherwise be on the terms herein specified so far as applicable, except that the Base Rent payable during such holdover period shall be 200% of the Base Rent payable immediately prior to the expiration of the Term.

Within five (5) days prior to the end of the Term of this Lease, whether through expiration or earlier termination, and prior to the utilities to the Premises being turned off, Tenant shall walk through the Premises with Landlord (the "**Final Walk-Through**") and such conditions in the Premises that are in need of repair by Tenant shall be noted and thereafter repaired by or charged to the Tenant's account and Tenant shall pay the amount therefor.

Within five (5) days following the expiration or earlier termination of this Lease, Tenant shall furnish Landlord with an inspection report from Tenant's HVAC Maintenance Company that states the HVAC is operating properly and has not suffered from neglect. Any costs to repair or replace the HVAC from damages due to Tenant's neglect shall be charged to Tenant's account and Tenant shall pay the amount therefor and also any amount for Landlord to obtain such an inspection report should Tenant fail to provide it as required.

20. **Limitation of Liability.** Tenant agrees that it shall look solely to the estate and property of Landlord in the Premises, subject to the rights of any mortgagee or ground lessee of the Premises not affiliated with Landlord which shall have priority, for the collection of any judgment or other judicial process requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms, covenants, and conditions of this Lease to be observed or performed by Landlord; and no other property or assets of Landlord, its lenders, successors, or assigns shall be subject to levy, execution, or other process for the satisfaction of Tenant's remedies. Neither Landlord nor Tenant shall be responsible for indirect or consequential damages suffered by it due to the breach or alleged breach of this Lease by the other party. Both parties hereby waive any rights to such damages or to punitive damages in the event of such a breach, even if any of such damages be allowed by law. Upon any sale or other transfer by Landlord of its interest in the Premises and in this Lease, and the assumption by Landlord's transferee of the obligations of Landlord hereunder, Landlord shall be relieved of any obligations under this Lease accruing thereafter.

21. **Rules and Regulations.** Landlord shall have the right from time to time to adopt nondiscriminatory rules and regulations applicable to the Premises and the Shopping Center. Notice of such rules and regulations, and amendments and supplements, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all such rules and regulations, provided they shall apply uniformly to all tenants of the Shopping Center and provided further that they shall not conflict with the terms of this Lease nor materially adversely affect any right of Tenant hereunder without Tenant's consent.

22. **Estoppel Statements, etc.** Each party, upon the request of the other, shall execute and deliver such ratifications, certifications, warranties, or information, addressed to the requesting party, its lenders, or others, concerning the status of the Lease and the parties' performance hereunder as may from time to time be reasonably requested. If the recipient of such a request fails to respond thereto within ten (10) days after receipt, the information sought to be confirmed shall be conclusively deemed correct and complete in all respects.

23. **Commissions.** Neither party has dealt with any broker or other person who has or may have any claim against Landlord or Tenant for a brokerage commission, finder's fee, or like payment arising out of or in connection with this

Initials: Landlord _____ Tenant _____

Lease or the tenancy created hereby, and each party hereby indemnifies the other against any such brokerage claims arising by, through, or under the indemnifying party. Any brokerage commission, finder's fee, or like payment for any renewal or extension or relocation of this Lease shall be the sole responsibility of Tenant, who shall indemnify Landlord against any such brokerage claims thereby arising.

24. Intentionally Deleted

25. **RADON NOTIFICATION.** Pursuant to Florida Statute 404.056(5), the following disclosure is made: *"RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."*

26. **Construction Liens.** Landlord's interest in the Shopping Center shall not be subject to liens for improvements made or ordered by Tenant, whether or not such work is permitted by this Lease or approved by Landlord, and Tenant shall notify the contractor or other party making any such improvements of this exclusion. Notwithstanding Paragraph 16(a)(i)(2), if any such lien is filed against the Shopping Center or part thereof, Tenant shall immediately discharge or bond over such lien within ten (10) days or Landlord, at its option, shall have the right to bond over such lien at Tenant's expense.

27. **Notices and Payment of Rent Address.** Any notice, demand, request, or other instrument which may be or is required to be given under this Lease shall be in writing, and shall be sent to the address of the recipient indicated below or to such other address as that party may hereafter designate in writing, either by personal delivery, by recognized overnight courier, or by U.S. certified mail/return receipt requested. Notices shall be effective the date received or refused, but in no event later than (3) days after the notice was mailed, or if by hand delivery or courier delivery, the day delivered. If courier delivery is refused or not able to be made, the day delivery was first attempted shall be deemed the delivery date. Tenant agrees that its local store manager or supervisor at the Premises is authorized and will accept service of process on Tenant's behalf. Notwithstanding the foregoing, the parties expressly agree that Landlord may serve notices for unpaid rent via regular, First Class Mail.

All payments of Rent due from Tenant to Landlord hereunder shall be sent to Landlord at: **1 Sleiman Parkway, Suite 250, Jacksonville, Florida 32216**, or such other address as may be provided by Landlord to Tenant for the payment of Rent in accordance with the terms of this Paragraph 27.

Notices:

To Landlord: St. Johns Square Land Trust
1 Sleiman Parkway, 2nd Floor
Jacksonville, Florida 32216
Attn: Chief Operating Officer

To Tenant: Duval County Tax Collector
231 E. Forsyth Street
Jacksonville, FL 32202
Attn: Chief Administrative Officer

Copy to: Office of General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida, 32202
Attn: Corporation Secretary

Copy to: Public Works Real Estate Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
Attn: Chief of Real Estate

28. Miscellaneous.

(a) **Remedies Cumulative.** No reference to any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it

Initials: Landlord _____ Tenant _____

may otherwise be entitled at law or in equity. No failure by Landlord to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach, agreement, term, covenant or condition. No waiver by Landlord of any breach by Tenant under this Lease or of any breach by any other tenant under any other lease of any portion of the Shopping Center shall affect or alter this Lease in any way whatsoever.

(b) **Recording.** Neither party will file this Lease or any memorandum, notice, or mention hereof in the public records without the written consent of the other.

(c) **Partial Invalidity.** If any provision of this Lease or application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

(d) **Provisions Binding, etc.** Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, permitted successors, and assigns, and any sale by Landlord of the Shopping Center or of the Premises shall be subject to this Lease.

(e) **Entire Agreement.** This Lease sets forth the entire agreement between the parties. Any prior representations or understandings, whether oral or written, are merged herein and extinguished. No oral agreement, subsequent amendment, modification, and/or termination to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by the party sought to be charged. The captions and numbers and any underlining or strikethroughs appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe, or describe the scope or intent of any Paragraph, nor in any way affect the interpretation of this Lease.

(f) **Time.** Time is of the essence of this agreement. If the deadline or date of performance for any act under the provisions of this Agreement falls on a Saturday, Sunday, or City legal holiday the date shall be extended to the next business day.

(g) **Personal Property Taxes.** Prompt payment on all taxes imposed on fixtures, equipment, and other personal property located in or about the Premises or imposed on Tenant's business conducted therein shall be the sole responsibility of Tenant.

(h) **Mutual Execution.** The parties hereto agree and understand that this Lease shall not be construed as legally binding until it has been fully executed by all parties hereto. Any expense or adverse change in financial condition incurred by either party in reliance on the terms of this Lease prior to the time it is fully executed shall be at such party's peril, with no right of reimbursement or recovery from the other party.

(i) **Venue; Jury Trial; etc.** Venue for any dispute arising under or related to this Lease shall be exclusively in the state court in Duval County, Florida, except for any eviction and unpaid rent proceedings, which may also be brought in the county in which the Shopping Center is located. This Lease shall be governed by the laws of the State of Florida. If, and to the extent, allowed by applicable law, Landlord and Tenant hereby mutually, voluntarily, and intentionally waive the right either may have to a trial by jury with respect to any and all civil actions commenced by either party in connection with this Lease; the relationship of Landlord and Tenant; and/or Tenant's use or occupancy of the Premises. If there are any facts or allegations that need to be tried in a court of law, every position of such trial will be before a court without a jury.

(j) **Security.** Any security measures that Landlord may undertake are for protection of the building(s) and other improvements at the Shopping Center and shall not be relied upon by Tenant to protect Tenant, Tenant's property, employees, invitees or their property. Tenant shall be solely responsible for providing any security either in the Premises or in the common areas serving the Premises which may

Initials: Landlord _____ Tenant _____

be reasonably necessary in order to maintain order and protect customers, invitees and employees of Tenant or third parties arising from the nature of Tenant's use or activities, whether during normal Shopping Center hours or After Hours (defined below), and shall indemnify, defend and hold Landlord and its agents and employees harmless therefrom. In the event of any security breach Tenant shall contact applicable law enforcement and shall provide Landlord with a copy of the police report therefor.

In addition to the foregoing, and not in limitation thereof, in the event that Tenant elects to operate its business within the Premises beyond the normal operating hours (8 AM to 10 PM) of the Shopping Center ("**After Hours**"), Tenant must obtain Landlord's prior written approval therefor, which approval shall be granted or not in Landlord's sole discretion. Tenant shall first provide written notice of such request to Landlord and include evidence to Landlord that Tenant has employed and will continue to employ a security guard during all After Hours and shall acknowledge that Tenant is solely responsible for the additional cost thereof. Tenant hereby agrees to indemnify and hold Landlord, its agents, employees, and contractors, harmless from all costs and/or damages arising from Tenant operating After Hours.

(k) **Third Party Items.** Tenant acknowledges and agrees that Tenant is solely responsible for any leased equipment, charitable candy machines, soda machines, or any other item not owned by Tenant in the Premises ("**Third Party Items**"), that it is not possible for Landlord to know what items in the Premises are Third Party Items, and that Landlord shall not be responsible therefor.

Tenant specifically indemnifies and agrees to hold Landlord, its employees, agents, and contractors, harmless for the cost, replacement, and/or reimbursement of any Third Party Items. In the event Tenant abandons the Premises, defaults and is locked out of the Premises, this Lease is terminated, and/or Tenant vacates the Premises (collectively, "**Tenant's Departure**"), and any Third Party Items remain in the Premises, it shall be solely Tenant's responsibility to make arrangements to remove and/or return such Third Party Items to their respective owners. Any Third Party Items remaining in the Premises after Tenant's Departure shall be deemed abandoned and subject to disposal in Landlord's sole discretion.

Provided, however, if, during the Term prior to Tenant's Departure, Landlord has been given notice of a precise list of the Third Party Items together with the notice address of the owner(s) of such, and if any of such Third Party Items remain after Tenant's Departure, Landlord will attempt to give such owner(s) notice of Tenant's Departure and arrange for such owner(s) to reclaim the respective Third Party Items prior to the end of a two (2) week period after Tenant's Departure, after which time such Third Party Items shall be deemed abandoned and forfeited to Landlord.

(l) **Force Majeure.**

i. *Force Majeure* Defined. The term "**Force Majeure**" shall mean any of the following (sometimes individually referred to as a "**Force Majeure event**"): (a) civil disorders, boycotts, riots, insurrections, war, casualty, strikes, lockouts, failure of transportation, terrorism, and Acts of God (including hurricanes, tornados, named storms, and the like, but excluding ordinary and customary periods of inclement weather), (b) an epidemic, pandemic or other wide-spread outbreak of a contagious disease that has spread across a large region, and for which a governmental mandate or executive order is issued by the Governor of the State of Florida, the Mayor of the city in which the Premises is located, or the President of the United States that prohibits Landlord or Tenant (as the case may be) from performing specific non-monetary obligations under the Lease (subparagraph (b) herein is referred to as a "**Pandemic**"), and (c) any other causes that could not be reasonably anticipated and are beyond the reasonable control of a party such as the unavailability of contractors, unavailability of materials, and delays in permitting that were caused by any of the events in subparagraph (a) above, or were caused by a Pandemic. The party claiming an extension based upon such a Force Majeure event shall advise the other party, in writing, of the circumstances

Initials: Landlord _____ Tenant _____

supporting such claim within fifteen (15) days after the date(s) of such event (otherwise such additional time claim shall be deemed to have been waived). In no event shall financial hardship, shortage of funds, financial difficulties or the inability to fulfill any other monetary obligations constitute **"Force Majeure"**.

ii. Extension of Time to Perform Non-Monetary Obligations due to Force Majeure Event. The time for performance by Landlord or Tenant of any non-monetary obligations of this Lease shall be deemed extended by the period of time lost due to delays resulting from the Force Majeure event; provided, however, if the Force Majeure event was due to a Pandemic, then the extension of time for a party to perform any such non-monetary obligations shall only be tolled day for day until the date that any executive order issued by either the Governor of the State of Florida, the Mayor of the city in which the Premises is located, or the President of the United States, expires, is rescinded, terminated, or is lifted, or such other date that applicable governmental authority ceases to prohibit a party from fulfilling its non-monetary obligations under the Lease (a **"Pandemic Order Rescission"**).

A party excused from performance pursuant to this Paragraph shall exercise all reasonable efforts to continue to perform all other non-monetary obligations under the Lease. By way of example but not limitation, if Tenant is closed for business due to the Pandemic, Tenant will keep all utility services supplied to the Premises, continue to maintain (including flushing toilets and running water in sinks even if Tenant is closed for business) and insure the Premises in the condition required under the Lease, continue to diligently attempt to obtain permits (and construct Tenant's Work if legally permitted to do so) and continue to perform all other obligations under the Lease that are not legally prohibited.

iii. No Excuse, Delay or Waiver for Monetary Obligations or for Rent Payment. Notwithstanding anything to the contrary, Force Majeure shall not excuse, delay or waive: (i) a party's obligation to pay any sum of money due hereunder, (ii) a party's obligation to obtain and maintain insurance required under the Lease, (iii) a party's failure to perform any other obligation due to the lack of money or the inability to raise capital or borrow for any purpose, or (iv) Tenant's payment of Rent.

(m) **Tenant Flooring.** All flooring utilized by Tenant in the Premises shall be subject to Landlord's prior approval. In the event that wood or wood laminate flooring is installed in the Premises, such flooring shall be installed at Tenant's sole risk and Landlord shall not be responsible for any water damage that occurs to the flooring, whether as the result of a roof leak, leaking penetration, or any other cause. Any such flooring shall be a floating system and no glue down type wood or wood laminate flooring shall be permitted.

(n) **Authority.** If Tenant is not an individual, the person signing this document on behalf of Tenant represents (by such signature) that (i) Tenant is qualified to do business in the state where the Shopping Center is located, and (ii) he or she has been duly authorized by Tenant to execute this document and that such signature creates a binding obligation of Tenant. This Lease shall become effective as a lease or agreement only upon mutual execution and delivery and if not fully executed and delivered cannot give rise to any rights or remedies. Landlord represents that Landlord has the right and authority to enter into this Lease.

(o) **Survival.** Any provision of this Lease which obligates the Landlord or the Tenant to pay an amount or perform an obligation after the expiration of the Term shall be binding and enforceable notwithstanding that payment or performance is not within the Term, and the same shall survive the expiration of the Term.

(p) **Accord & Satisfaction.** Payment by Tenant or receipt by Landlord of a lesser amount than the Rents herein stipulated may be, at Landlord's sole option, deemed to be on account of the earliest due stipulated Rents, or deemed to be on account of Rent owing for the current period only, notwithstanding any instructions by or on behalf of Tenant to the contrary, which instructions shall be

Initials: Landlord _____ Tenant _____

null and void, and no endorsement or statement of any check or any letter accompanying any check payment as rents shall be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rents or pursue any other remedy in this Lease or in law or in equity against Tenant.

(q) Intentionally Deleted

(r) Construction of Language. All provisions of this Lease shall be construed without reference to any rule or canon requiring or permitting the construction of provisions of documents for or against the interest of the party responsible for the drafting of the same, it being the intention and agreement of the parties that this Lease be conclusively deemed to be the joint product of both parties and their counsel. The captions and Paragraph numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such Paragraphs of this Lease nor in any way affect this Lease. The word **"Tenant"** shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, and the permitted subtenants, assigns and successors thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than that of Landlord and Tenant.

(s) Intentionally Deleted

(t) OFAC. Landlord and Tenant make the following representations and warranties based upon OFAC compliance concerns:

- i. Neither a Sanctioned Person nor Sanctioned Entity will benefit directly or indirectly through the lease of the Premises or any other transaction contemplated herein.
- ii. Neither Landlord nor Tenant is directly or indirectly controlled by a Sanctioned Entity or Sanctioned Person.
- iii. Neither Landlord nor Tenant, nor any subsidiary of Landlord or Tenant, nor any affiliate of the Landlord or Tenant: (a) is a Sanctioned Person, (b) has more than an insubstantial portion of its assets located in Sanctioned Entities, or (c) derives more than an insubstantial portion of its operating income from investments in, or transactions with, Sanctioned Persons or Sanctioned Entities.

As used in this Paragraph 28(t):

(a) **"OFAC"** means The Office of Foreign Assets Control of the U.S. Department of the Treasury.

(b) **"Sanctioned Entity"** means:

- (1) an agency of the government of,
- (2) an organization directly or indirectly controlled by, or
- (3) a person resident in a country that is subject to a country sanctions program administered and enforced by OFAC described or referenced at OFAC's website <http://www.ustreas.gov/offices/enforcement/ofac/> or as otherwise published from time to time.

(c) **"Sanctioned Person"** means a person named on the list of Specially Designated Nationals maintained by OFAC available at or through OFAC's web site

Initials: Landlord _____ Tenant _____

<http://www.ustreas.gov/offices/enforcement/ofac/> or as otherwise published from time to time.

(u) Intentionally Deleted

(v) Multiple Counterparts; Electronic Execution. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same document. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed originals signatures for purposes of this Lease and all matters related to the Lease going forward, with such scanned and electronic signatures having the same legal effect as original signatures. This Lease may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act and any applicable state or federal law. Any document accepted, executed or agreed to in conformity with such laws will be binding on each party as if it were physically executed.

(w) Availability of Funds. The obligations of Tenant under this Lease are subject to the availability of funds lawfully appropriated annually for its purposes by the Council of the City of Jacksonville and in the event funds are not available, this Lease may be canceled or terminated without penalty by Tenant by giving thirty (30) days written notice of such cancellation or termination, such notice to be signed by the Mayor and Corporation Secretary, and be delivered as provided herein.

Remainder of page intentionally left blank; signature page follows.

Initials: Landlord _____ Tenant _____

The parties have executed this Lease as of Lease Date provided on Page 1 of this Lease.

Landlord:

ST. JOHNS SQUARE LAND TRUST

By: Property Management Support, Inc., a Florida
corporation, as Trustee u/t/a dated July 31, 1998

By: _____

Name: _____

Title: _____

Tenant:

ATTEST:

CITY OF JACKSONVILLE, a Florida
municipal corporation

By: _____
James R. McCain, Jr.
As Corporation Secretary

By: _____
Donna Deegan as Mayor

Form Approved:

By: _____
Office of General Counsel
GC-#1692339-v1-SJS_City_of_Jacksonville_Tax_Collector_Lease_(final).docx

Attachment Schedule

Exhibit A:	Legal Description and Site Plan of the Shopping Center
Exhibit B:	Intentionally Deleted
Exhibit C:	Shopping Center Sign Criteria
Exhibit D:	Work Letter
Exhibit E:	Rules & Regulations
Exhibit F:	Rent Rider
Exhibit G:	Option Rider
Addendum:	Modifications to Lease

Initials: Landlord _____ Tenant _____

EXHIBIT A
"Shopping Center"

St. Johns Square Phase 2 (Boundary Survey)

A portion of Section 31, Township 2 South, Range 28 East, Duval County, Florida, and being more particularly described as follows: Commence at the intersection of the Westerly right-of-way line of St. Johns Bluff Road with the Southerly right-of-way line of Beach Boulevard (both being 200 foot right-of-ways as now established); thence South 88°08'00" West along said Southerly right-of-way line 1387.79 feet to the Point of Beginning; thence South 01°57'40" East departing said Southerly right-of-way line 200.00 feet; thence North 88°08'00" East 207.43 feet; thence South 01°53'30" East 183.65 feet; thence South 30°18'44" West 42.97 feet; thence South 01°41'00" East 315.44 feet to a point on a curve concave Northerly and having a radius of 114.95 feet; thence along and around the arc of said curve a chord bearing and distance of South 77°38'07" West 51.25 feet; thence South 87°49'11" West 445.76 feet to the Easterly right-of-way line of St. Johns Square Drive, a former public road closed by City of Jacksonville Ordinance 2000-821-E in Official Records Book 9774, page 1375, public records of said county; thence along said former right-of-way line the following five courses and distances: 1) Southeasterly along the arc of a curve concave to the Northeast and having a radius of 453.87 feet, a chord bearing and distance of South 5°04'06" East, 67.70 feet; 2) South 60°39'15" West 60.00 feet to a point in a curve concentric to the preceding curve, said curve being concave Northeasterly and having a radius of 513.87 feet; 3) Northwesterly along the arc of said curve a chord bearing and distance of North 15°36'22" West, 244.09 feet to the point of tangency of said curve; 4) North 01°52'01" West, a distance of 600.03 feet to a point in the Southerly right-of-way line of said Beach Boulevard; 5) North 88°08'00" East along said Southerly right-of-way line 44.00 feet; thence departing said former right-of-way line and the Southerly right-of-way line of Beach Boulevard, South 01°52'01" East, a distance of 59.50 feet; thence South 11°29'07" West 69.28 feet; thence South 01°52'01" East 140.00 feet; thence North 88°08'00" East 335.31 feet; thence North 01°52'00" West 266.91 feet to a point in the Southerly right-of-way line of said Beach Boulevard; thence North 88°08'00" East along said Southerly right-of-way line 33.43 feet to the Point of Beginning.

Lands thus described contain 7.28 acres more or less.



Initials: Landlord _____ Tenant _____

Exhibit A
"Premises"

Premises Parcel - Parcel A2 (Official Records Book 9178, Page 3146)
Duval County Tax Parcel 165412-0200

A portion of Section 31, Township 2 South, Range 28 East, Duval County, Florida, and being more particularly described as follows: Commence at the intersection of the westerly right-of-way line of St. Johns Bluff Road with the southerly right-of-way line of Beach Boulevard (both being 200 foot right-of-ways as now established); thence South 88°08'00" West along said southerly right-of-way line 1684.52 feet to an intersection with the northerly prolongation of the easterly right-of-way line of a road as described and recorded in Official Records Volume 5520, page 1783 of the current public records of said County; thence South 01°52'00" East along said northerly prolongation and said easterly right-of-way line 420.54 feet to the point of beginning; thence continue South 01 °52'00" East along said easterly right-of-way line 29.96 feet to the point of curvature of a curve to the right, thence continue along said easterly right-of-way line and along and around the arch of a curve concave northwesterly and having a radius of 166.00 feet, a chord bearing and distance of South 13°06'36" West 85.79 feet to the point of reverse curvature of a curve to the left; thence continue along said easterly right-of-way line and along and around the arc of a curve concave southeasterly and having a radius of 133.50 feet, a chord bearing and distance of South 13°06'34" West 69.00 feet to the point of compound curvature of a curve concave easterly having a radius of 453.87 feet, thence continue along said easterly right-of-way line and along and around the arch of said curve, a chord bearing and distance of South 09°21'09" East 118.26 feet; thence North 87°49'11" East 454.72 feet to the point of curvature of a curve to the left; thence along and around the arch of a curve concave northerly and having a radius of 114.95 feet, a chord bearing and distance of North 74°43'31" East 52.08 feet; thence North 01°41'00" West 282.70 feet; thence South 88°04'18" West 481.69 feet to the point of beginning.

Unit 121

Leased space consists of approximately 13,080 square feet of interior floor area, located within the commercial building of approximately 59,320 square feet, having the address of 11160 Beach Boulevard, Jacksonville, Florida 32246 (also known as St Johns Square II), which is situated within Duval County Tax Parcel 165412-0200 as described in Official Records Book 9178, Page 3146 as Parcel A2.

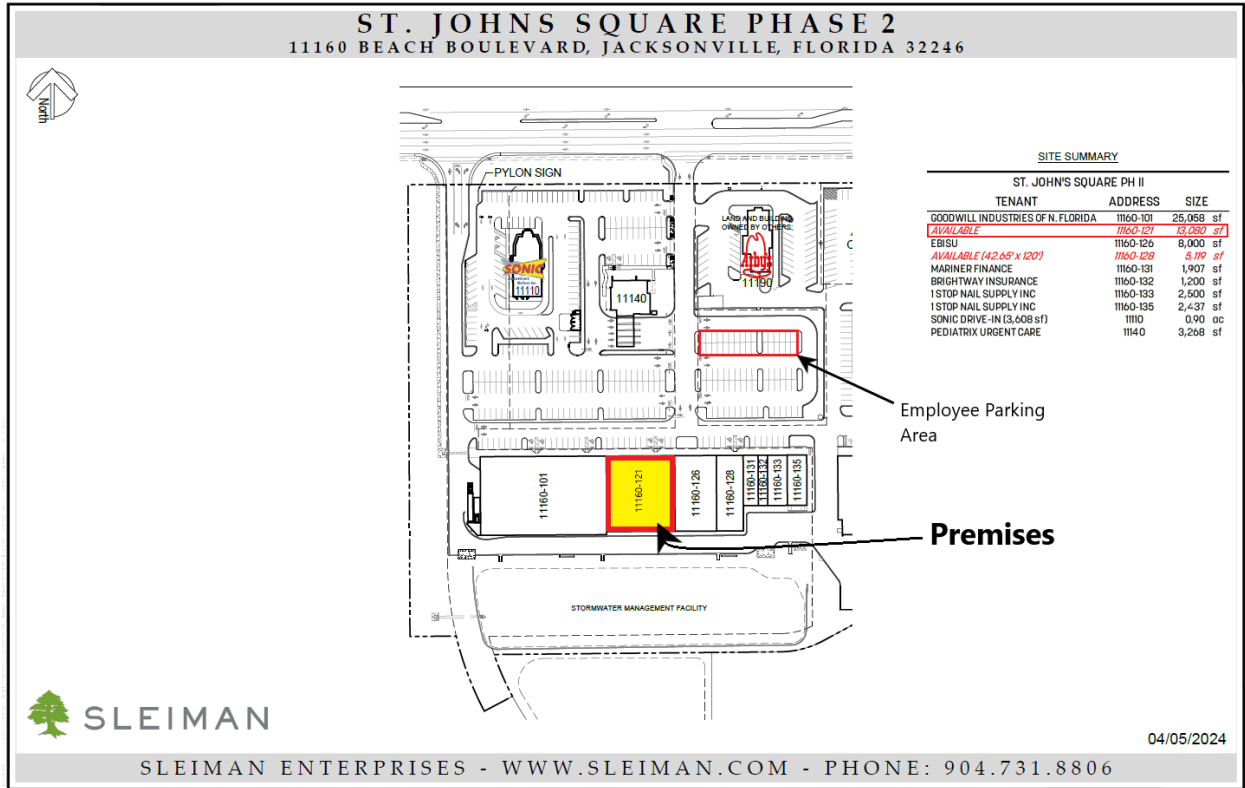


EXHIBIT A
"Site Plan"

NOTE: THE ATTACHED SITE PLAN IS INTENDED SOLELY AS AN APPROXIMATE DEPICTION OF THE GENERAL LAYOUT OF (a) THE SHOPPING CENTER AND CERTAIN OF THE BUILDINGS AND OTHER IMPROVEMENTS THAT COMPRISE THE SHOPPING CENTER AND (b) THE APPROXIMATE SIZE, CONFIGURATION AND LOCATION OF THE PREMISES WITHIN THE SHOPPING CENTER. TENANT ACKNOWLEDGES THAT THE PRECISE SIZE AND CONFIGURATION OF THE SHOPPING

Initials: Landlord _____ Tenant _____

CENTER AND/OR THE PRECISE SIZE, CONFIGURATION AND/OR LOCATION OF THE PREMISES AND/OR THE BUILDINGS AND OTHER IMPROVEMENTS COMPRISING THE SHOPPING CENTER, INCLUDING ACCESS POINTS, DRIVEWAYS AND THE LIKE, MAY VARY FROM THAT DEPICTED ON THE ATTACHED SITE PLAN AND TENANT WAIVES ALL OBJECTIONS AND CLAIMS WITH RESPECT THERETO AND ACCEPTS THE PREMISES, SHOPPING CENTER AND THE BUILDINGS AND OTHER IMPROVEMENTS THAT COMPRISE THE SHOPPING CENTER, INCLUDING ACCESS POINTS, DRIVEWAYS AND THE LIKE, IN THEIR ACTUAL EXISTING CONDITION, AS SAME MAY BE ALTERED, MODIFIED, ETC. FROM TIME TO TIME IN ACCORDANCE WITH THE TERMS OF THE LEASE. **MOREOVER, NO REPRESENTATIONS ARE MADE BY THE LANDLORD AS TO THE EXISTENCE OR CONTINUITY OF ANY OF THE TENANTS SHOWN THEREON.**



Initials: Landlord _____ Tenant _____

EXHIBIT B
INTENTIONALLY DELETED

Initials: Landlord _____ Tenant _____

EXHIBIT C
SHOPPING CENTER SIGN CRITERIA

All signs and window lettering require a detailed rendering, including a photo of the building façade with proposed signage superimposed thereon, as well as detailed specifications, to be submitted for Landlord's approval before installation. Tenant may not install any signs without receiving Landlord's prior written approval.

1. Tenant shall provide, have installed, illuminate, maintain and remove, and patch back holes at Tenant's expense, a lighted store identification sign on store front facade, window lettering and one under canopy U.L. rated sign.
2. Facade signs shall be individual channel letters, neon or LED illuminated, attached to a raceway and mounted to façade and centered on the façade of the Premises; raceway and returns are painted to building standard. The color and type style of each letter face is subject to approval by Landlord.
3. Recommended type styles are BOLD styles of Helvetica, Futura, and Corinthian. All type styles and/or all Logos are subject to approval by Landlord.
4. Subject to compliance with any and all codes and ordinances and governing restrictions, both public and private, including any applicable architectural review guidelines, the width of façade sign shall be limited to 80% of store front width.
5. Subject to compliance with any and all codes and ordinances and governing restrictions, both public and private, including any applicable architectural review guidelines, the height of façade sign shall be limited to a maximum 24" and a minimum of 16".
 - a) If letters are all one size, maximum shall be 24" and a minimum of 16".
 - b) If letters are upper and lower case, upper case maximum 24" lower case maximum 18".
 - c) Sign copy shall be in one single row.
 - d) Letters shall have bronze cans and trim cap shall be bronze.
6. No exposed neon, flashing signs, protruding signs or banners of any kind are acceptable.
7. All signs are to be constructed of a minimum .040 gauge aluminum sheet, with 3/16" flexible face and a maximum of 4" depth.
8. Raceway shall be constructed from extruded materials and shall contain all wiring connections, appropriate transformers, mounting brackets, wiring conduit and timer, all of which are to be hidden from view. Raceway shall not exceed 6" in height and 6" in depth.
9. Under canopy sign shall be in conformity to center standards and approved by Landlord prior to fabrication and installation.
10. Façade signs shall be lighted from dusk to dawn, seven days a week.
11. All sign work is to be performed by licensed and insured sign company.
12. Tenant shall be responsible for poor workmanship, construction, and mounting. Tenant shall bear the cost of remounting and correcting said poor workmanship. The intent is to have sign constructed and installed in a professional manner which compliments and blends with existing signs.
13. Tenant is responsible for permitting and meeting all zoning codes and ordinance requirements, both public and private, including any applicable architectural review guidelines and shall hold Landlord harmless from any violations resulting therefrom.
14. Tenant covenants to have completed the installation of its approved façade sign, in accordance with the requirements of this Exhibit, and to have such sign fully operational, including illumination as required herein, no

Initials: Landlord _____ Tenant _____

later than the date Tenant first opens for business in the Premises. Failure to do so shall be a material default under the Lease.

LANDLORD HAS EXACT RACEWAY PAINT CODES, NEAREST MATCH IS NOT ACCEPTABLE. LANDLORD MUST BE PROVIDED A DETAILED COLOR RENDERING, INCLUDING CROSS SECTION, OF SIGN FOR APPROVAL PRIOR TO INSTALLATION.

Initials: Landlord _____ Tenant _____

EXHIBIT D
WORK LETTER

Landlord agrees to construct the Tenant Improvements according to the terms and conditions provided below:

1. **Construction.**

- a. Landlord shall construct the Tenant Improvements in the Demised Premises as provided in **Schedule 1 attached hereto.** at Tenant's cost and expense as provided herein. Landlord shall obtain all necessary state and local permits, licenses, and authorizations and any state or local or other governmental authority charged with the enforcement of laws, ordinances and regulations pertaining to the construction of the Tenant Improvements (collectively, the "**Permits**").
- b. Tenant and its representatives may regularly enter upon the Demised Premises during construction to inspect the Tenant Improvements and all materials to be used in the construction thereof, including all books and records of Landlord relating to the Tenant Improvements, at reasonable times and in a reasonable manner so as not to interfere with Landlord's construction activities. Nevertheless, it is expressly agreed that Tenant has no duty to inspect the Tenant Improvements, and if the Tenant should inspect the Tenant Improvements, the Tenant shall have no liability or obligations to Landlord arising out of such inspection. Inspections made by the Tenant or its representatives shall be made solely for the protection and benefit of the Tenant and neither Landlord, nor any person or party claiming by, through or under Landlord shall be entitled to claim any loss, damage or offset against the Tenant for failure to inspect the Tenant Improvements.
- c. Landlord shall construct the Tenant Improvements according to the Final Tenant Plans (as prepared by Landlord) and any conditions of the Permits. Landlord shall contract with TCI Construction Co. (the "**General Contractor**") to construct the Tenant Improvements, shall provide all materials and labor necessary to construct or install the Tenant Improvements, and shall furnish and pay for all labor, materials, equipment, tools, machinery, water, heat, utilities, transportation and other facilities and services necessary to complete the construction thereof.
- d. Landlord acknowledges and agrees that time is of the essence in this Lease, and that all construction must be made and/or completed according to the requirements stated herein, and in conformity with the Permits and all applicable state and local laws, statutes, ordinances, rules, regulations, and permits. Permits given by the City of Jacksonville shall not constitute a representation or warranty as to such conformity; responsibility for compliance with all legal requirements, therefore, shall at all times remain with Landlord, but this provision shall not be construed to impose any ongoing obligations upon Landlord after Landlord has completed construction of the Tenant Improvements in accordance with then current legal requirements.
- e. Landlord shall supervise and direct the construction of the Tenant Improvements, and shall be solely responsible for all construction methods, techniques, sequences and procedures for coordinating and completing all portions of the Tenant Improvements.
- f. "Substantial Completion" or "Substantially Completed" shall mean that all of the following have occurred:
 - i. The Tenant Improvements shall have been completed in accordance with the terms of the Lease and this Work Letter, except for punch list items, and a Certificate of Occupancy has been issued;
 - ii. General Contractor shall certify to the Tenant that construction of the Tenant Improvements has been completed according to the final construction plans and

Initials: Landlord _____ Tenant _____

drawings and Permits and in compliance with an applicable laws, ordinances and other governmental rules, regulations and orders.

- iii. Landlord shall provide the Tenant with (i) an affidavit from the General Contractor specifying the costs for the Tenant Improvements, (ii) an affidavit from the General Contractor stating that the Tenant Improvements have been constructed according to the Final Tenant Plans and in strict compliance with all applicable building codes, laws, rules and ordinances, and (iii) a contractor's affidavit as defined by §713.06(3)(d)(I), Florida Statutes, or, more specifically, an affidavit that all costs have been satisfactorily paid in full, with written executed waivers or releases of claims against the Demised Premises from all persons performing labor and furnishing materials, equipment and other services in connection with the work and who have served notice as required by §713.06(2)(a), Florida Statutes, attached.
 - iv. Landlord shall provide the Tenant copies of final as built drawings of the Tenant Improvements.
- g. Within fifteen (15) days after the Substantial Completion, Tenant will make a final inspection of the Tenant Improvements and if the inspection reveals that any of the construction work performed is defective, will furnish a "punch list" of items to Landlord. Landlord will forthwith, and in all events within thirty (30) days, correct all such items and provide written notice to Tenant that the corrections have been made. Tenant will again make an inspection to determine if the items listed on the punch list during the final inspection have been corrected.
2. **Change Orders.** Any additions, deletions or revisions to the Approved Floor Plans or the final approved construction budget shall require the written approval of Tenant and Landlord shall be solely responsible for the costs associated with such change order except to the extent that the change order was requested by Tenant.
 3. **Compliance.** Landlord shall comply with, and shall require that its contractors, subcontractors, representatives and agents; comply with, all state and local laws, codes, rules, regulations and ordinances and the requirements of all permitting agencies applicable to the design and construction of the Tenant Improvements and requirements for contractors' licenses, permits, certificates and/or registrations.
 4. **Payment by Tenant.** The maximum indebtedness of Tenant for the costs of the Tenant Improvements shall not exceed one million, four hundred fifteen thousand, two hundred forty-one dollars (\$1,415,241.00) (the "Maximum Indebtedness"). Tenant shall have the option to either (i) make payments directly to Landlord for the work on a reimbursement basis within 30 days after Tenant's receipt and approval of all receipts and paid invoices from Landlord to evidence said payments; or (ii) make payments directly to the General Contractor within 30 days after Tenant's receipt and approval of invoices from Landlord to evidence payment for such work. Payments by Tenant shall not in any event exceed the Tenant's Maximum Indebtedness.
 5. **Insurance.** Landlord shall cause the General Contractor and its subcontractors of any tier to procure and maintain the insurance of the types and limits specified on **Attachment G below.**

Initials: Landlord _____ Tenant _____

Attachment G to Exhibit D of Lease

Insurance Requirements

Without limiting its liability under this Agreement, Applicant and its subcontractors shall always during the term of this Agreement procure prior to commencement of work to maintain coverages for the life of this Agreement and shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as additional insured as indicated in the insurance provisions.

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	\$ 1,000,000 Each Accident
	\$ 1,000,000 Disease Policy Limit
	\$ 1,000,000 Each Employee/Disease

This insurance shall cover the Applicant name (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC0903), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	\$2,000,000 General Aggregate
	\$2,000,000 Product & Comp. Ops. Agg.
	\$ 1,000,000 Personal/Advertising Injury
	\$ 1,000,000 Each Occurrence
	\$ 50,000 Damage to Rented Premises
	\$ 5,000 Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability	\$1,000,000 Combined Single Limit
-----------------------------	-----------------------------------

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any

Initials: Landlord _____ Tenant _____

restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability

\$1,000,000 per Claim & Aggregate

The Professional Liability insurance shall include coverage for Technology Errors and Omissions Liability and must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such Claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Umbrella Liability

\$5,000,000 Each Occurrence/Agg.

The Umbrella Liability policy shall be in excess of the above limits without any gap. The Umbrella coverage will follow-form the underlying coverages and provides on an Occurrence basis all coverages listed above and shall be included in the Umbrella policy.

Builders Risk/Installation Floater

100% of Completed Value of the Project

Such insurance shall be on a form acceptable to the CITY's Office of Insurance and Risk Management. The Builder's Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum \$10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. Named insured's shall be: CONTRACTOR, the CITY, and respective members, officials, employees and agents, the ENGINEER, and the PROGRAM MANAGEMENT FIRM(S) (when program management services are provided). The City of Jacksonville, its members, officials, officers, employees and agents are to be named as a loss payee.

Additional Insurance Provisions

- A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.
- B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.
- C. Provider's Insurance Primary. The insurance provided by the Provider shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and

Initials: Landlord _____ Tenant _____

exclusive responsibility of the named insured Provider. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

- E. Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Provider or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Provider shall relieve Provider of Provider's full responsibility to provide insurance as required under this Contract.
- G. Certificates of Insurance. Provider shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- I. Notice. The Provider shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Tenant, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of the Provider under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.
- L. Special Provisions: Prior to executing this Agreement, Provider shall present this Contract to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Provider.

Initials: Landlord _____ Tenant _____



Sleiman Parkway
Suite 100
Jacksonville, FL 32216
Phone: (904) 731-4875
Fax: (904) 731-2411

April 8, 2025

Attention: Sherry Hall – Duval County Tax Collector Office
From: Donald Bateh
Re: Revised St. John's Square Tax Collector Office Proposal

INTERIOR BUILD-OUT

We propose to do the interior build-out of the 13,080 SF space at the St. John's Square Shopping Center at 11160 Beach Blvd, Unit 121 for a total price of \$1,415,241.00 with construction similar to the South Ortega location and according to the attached specifications and test fit floor plan. This price includes Architectural and MEP engineered drawings suitable for permit and includes all permitting fees. It also includes all necessary demolition in the lease space to achieve the new floor plan. The price does not include any exterior work.

SCOPE OF WORK FOR
Tax Collector Office St. John's Square
11160 Beach Blvd., Unit 121
Jacksonville, FL 32246

GENERAL INFORMATION

ARCHITECT: ACT Architects
6903 Atlantic Blvd
Jacksonville, FL 32211

CONTRACTOR: TCI Construction Co
1 Sleiman Parkway, Suite 100
Jacksonville, FL 32222

Initials: Landlord _____ Tenant _____

SCHEDULE 1 TO EXHIBIT D

PROJECT: A remodeled 13,080SF space in the St. John's Square Shopping Center located at 11160 Beach Blvd, Unit 121, Jacksonville, FL. based on the attached test fit plan and the comments in Exhibit A below.

INSURANCE AND LICENSES:

TCI Construction will carry full coverage insurance as required by State and Federal Law.

SCOPE OF WORK:

The work consists of the furnishing of all labor, materials, services, equipment and appliances required for the fabrication, delivery and erection of all items of work, as specified.

1. PLANS

- a. The contractor will pay for all the architectural and engineered plans necessary for permitting, and additional copies needed by Tax Collector for the project.

2. PERMIT

- a. The contractor will pay for the City of Jacksonville building permit and associated trades permits, including any other permits, plans and engineering necessary for permits.

3. DEMOLITION

- a. Demolish improvements in existing space except for two (2) existing bathrooms.]

4. SLAB

- a. Contractor will cut & remove existing concrete slab where new plumbing piping will be installed and pour back with 3,000 psi concrete and epoxy dowels.

5. PLUMBING

- a. Restrooms
 - i. Existing Restrooms: Two restrooms in the rear of space to remain.
 - ii. New Restrooms: Construct five new ADA restrooms per plan. Each restroom will have one American Standard HC power assist white water closet and one HC white wall lavatory with SS ADA faucet.
- b. Break Area
 - i. 33x22 stainless steel sink with ¾ HP disposal and Moen faucet.
- c. Water Heater
 - i. 40-gallon existing water heater will remain.
- d. Drinking Fountain
 - i. Existing ADA drinking foundation will remain.
- e. Water Service
 - i. The contractor will pipe from existing water service inside the existing space with CPVC pipe.
- f. Sewer / Vent Piping
 - i. Will be schedule 40 PVC.
- g. Sewer Service
 - i. The contractor will connect to existing sewer in space.
- h. Service Sink
 - i. Existing floor mounted mop sink and faucet to remain

Initials: Landlord _____ Tenant _____

6. FRAMING

- a. All interior walls will be 25 ga, 3-5/8" metal studs, 16" O.C. with R- 11 insulation.

7. ELECTRICAL

- a. Use existing 400a 120/208v 3 phase electric service, install new 200a 3 phase service through existing conduit to meter center and add new 42 circuit 3 phase panel and 42 circuit subpanel.
- b. Install circuit for added 10-ton RTU with GFI receptacle with a total of 47.5-ton HVAC.
- c. Install 2" conduit from IT room to teller lines.
- d. Install (3) three TV outlets: to be located by the Duval County Tax Collector.
- e. Install (2) two microwave circuits and (1) one air fryer circuit.
- f. Install (4) four ceiling fan circuits with 48" white fans.
- g. Install (1) one mini-split circuit in IT room with 120/208v 20amp.
- h. Install (1) one quad, (1) one duplex, and (1) one data conduit to each of the 40 teller stations through a chase, provided by the millwork contractor, with pull box to access area about ceiling.
- i. Install (7) seven-bathroom circuits for hand dryers and exhaust fans.
- j. Furnish and install (140) one hundred forty 2x4 flat panel LED light fixtures.
- k. Furnish and install (20) twenty emergency LED fixtures.
- l. Install (22) twenty-two OS switches.
- m. Install (15) fifteen standard switches, same color throughout.
- n. Install (87) eight-seven duplex receptacles overall.
- o. Install (46) forty-six quad receptacles overall.
- p. Install (3) three GFI receptacles.
- q. Install (3) three refrigerator circuits.
- r. Install (59) fifty-nine data boxes.
- s. Add electric outlets for (6) six magnetic locks (excludes locks or installation of locks).

8. ALARM / PHONE SYSTEM / DATA

- a. Tenant will install security, fire alarm system, phone system, public address system, and all data cabling at its own cost. The contractor will supply the necessary 110-volt outlets for equipment.

9. CENTRAL AIR CONDITIONING SYSTEM

- a. Equipment
 - i. There are (4) four existing RTU's in this space. Two 10-ton units which are newer and will remain. There is also one 10- ton and one 7.5-ton unit that will be replaced. One new 10-ton unit will be added which will provide a total of 47.5 tons. The landlord will replace the two older units with like kind at their expense. All units will be outfitted with motorized dampers controlled by CO2 sensors. All units will have a minimum 12 KW electric heat. We will also include one (1) ton, mini-split system for the IT Room.
- b. Thermostats
 - i. Programmable and digital with lock boxes.
- c. Duct Work
 - i. Rigid fiberglass duct, 1.5" with flex-duct to all supply grilles.
- d. Filtration
 - i. Standard 1" filters.
- e. Grilles
 - i. Standard white, blade type, 24"x24" lay-ins.
- f. Warranty

Initials: Landlord _____ Tenant _____

- i. (5) five years of compressor, (1) one year on parts, (1) one year on labor and materials.

10. DRYWALL AND ACOUSTICAL TILE CEILING

- a. All walls will be ½" regular drywall, no upgrade included for existing demising fire walls.
- b. All ceilings will be 2x2, reveal edge, random fissured tile with white standard grid.
- c. (3) Three public restrooms will have a sheetrock ceiling at a height of 8'. Existing bathroom ceilings to be replaced with acoustic tile at 8'- 0" AFF, or painting if currently drywalled. All restroom walls will receive standard FRP to 4' FF.

11. EXTERIOR STOREFRONT

- a. Two double storefront doors, GC to install panic bar exit hardware to meet ADA and egress requirements. Any other modifications to the storefront doors will be by tenant.

12. INSULATION

- a. All new interior walls to have R-11, 3.5" fiberglass batt insulation.
- b. All ceilings over conditioned areas will be insulated with R-19, 6" fiberglass batts for sound attenuation.

13. FLOOR COVERING

- a. All bathrooms, janitor closet, electrical area, computer room, driver's license exam room, balance room, breakroom, and storeroom will receive LVT Mannington (Spacia Plank 7.23"x48"). All other interior areas will be carpeted with Mannington carpet tile (Cathae Legacy 24"x24").

14. INTERIOR TRIM

- a. All trim will be paint grade.
- b. Chair Rail
 - i. 3.5" chair rail to be installed on waiting room walls at 4'0" AFF with Shaw, Whisper Wall Carpet, Assume from FF to underside of chair rail.
- c. Baseboard
 - i. All areas will have 4" vinyl base except areas with chair rail which will have 5.25" wood base board installed.
- d. Crown Molding
 - i. Six runs of horizontal molding for license plate display
- e. Doors
 - ii. All areas will have KD hollow metal door frames with solid core birch doors, except Reception room which will be a full storefront glass door. One (1) new hollow metal door and frame will be cut-in along the rear wall as secondary egress. Six (6) of the interior doors will be half lite doors.
- f. Shelving
 - iii. Tenant will supply and install any Metro steel shelving or steel storage cabinets in the storeroom.
- g. Fixed Glass
 - iv. Provide (6) six fixed one-way glass view windows with hollow metal frames. All one-way windows are sized at 5'W x 3'H.
- h. Reception Station
 - v. Install 7' high mill-finish aluminum storefront with an out swinging full glass door above drywalled knee wall with (2) two 42" high transaction tops and (1) one 30" high ADA

Initials: Landlord _____ Tenant _____

transaction top.

15. HARDWARE

- a. Locks to be PDQ lever-style locks with satin chrome finish.
- b. Accentra indicator deadbolts on the bath doors
- c. Rockwood push and pull plates
- d. Accentra door closers
- e. Rockwood dutch door bolts
- f. Rockwood door silencers
- g. Rockwood 8 X 34 stainless kick plates (28)
- h. Ives double robe hooks on (7) bathroom doors

16. MILLWORK

- a. Furnish & install the plastic laminated cabinetry and countertops for the 13.080 SF space, similar to the South Ortega location. This includes:
 - i. (40) Forty teller stations (with required ADA height stations)
 - ii. (7) Six picture backdrops, with one being wall mounted
 - iii. (3) Three supervisor stations
 - iv. (1) One reception desk
 - v. (2) Two hall countertops with supports
 - vi. 48' LF of countertop at tag display
 - vii. Balance and control room tops with supports
 - viii. Computer room tops with supports
 - ix. Desk station for (15) fifteen driver's license test stations
 - x. Complete set of breakroom cabinets and countertops. Standard laminate colors
 - xi. (40) foot rails, one (1) at each teller station

17. MIRRORS, GRAB-BARS, BABY CHANGING STATION

- a. Contractor will install 24"x 36" mirrors and required stainless steel grab bars in all restrooms, toilet paper holders, foam soap dispensers, (3) electric hand dryers (painted) in public restrooms, and manual hand towel dispensers in (4) employee restrooms.
- b. Also install baby changing station in one restroom that will be furnished by the Duval County Tax Collector.

18. APPLIANCES

- a. (2) Two twenty-one CF GE refrigerators in white, two-door with icemaker
- b. (2) Two GE countertop microwaves.
- c. (1) One GE countertop air fryer
- d. No warranty except manufacturer's warranty.

19. PAINTING

- a. All interior walls to receive (2) two coats of interior Sherwin Williams satin latex paint, one color throughout.
- b. All interior doors and trim to receive (2) two coats of Sherwin Williams semi-gloss latex paint, one color throughout.

Initials: Landlord _____ Tenant _____

20. SIGNAGE

- a. (40) Forty PVC placard style teller line station numbers attached to grid ceiling.
- b. (15) Fifteen testing booth wall numbers
- c. (7) Seven bathroom and room wall placards
- d. Directional lettering on (3) three waiting room doors

21. FIRE EXTINGUISHER / FIRE SPRINKLER SYSTEM

- a. Provide (6) six fire extinguishers to meet code for office use.
- b. Contractor has included adjusting the existing fire sprinkler heads to fit the new ceiling area.

22. CLEAN-UP

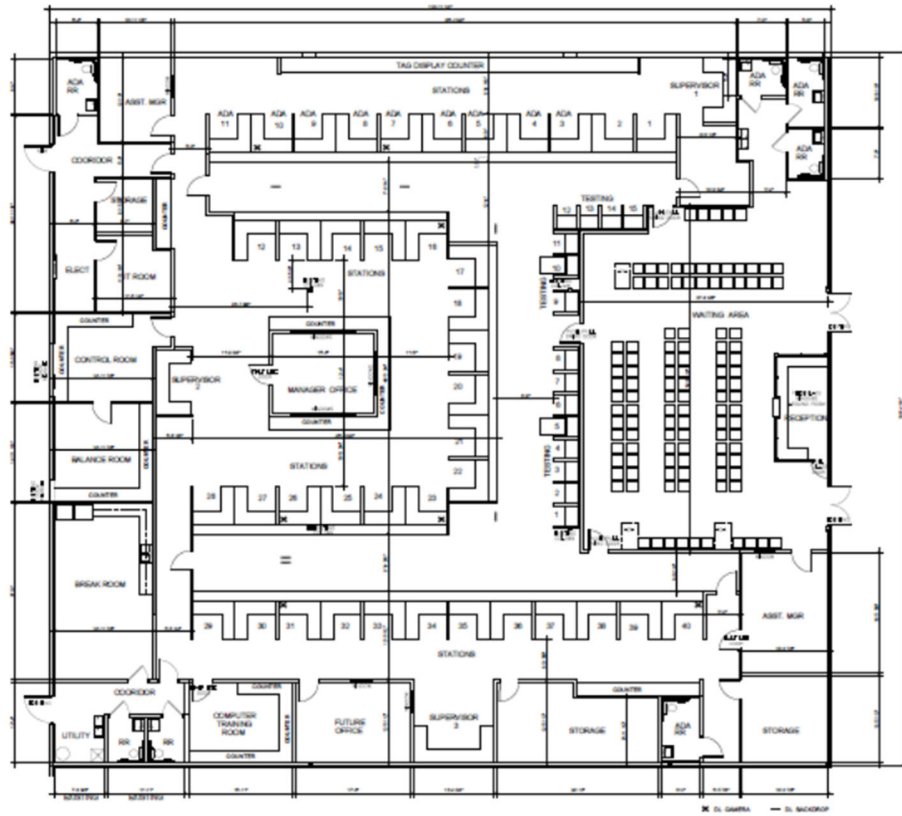
- a. All debris will be removed from site and all areas will receive a final clean prior to occupancy.

23. SUBSTITUTIONS

- a. Contractor reserves the right due to possible conflicts with shipping, pricing, installation, strikes, or any other reasons that would affect the installation of a particular item to substitute an item of equal properties.

EXCLUSIONS NOT INCLUDED IN PROPOSAL:

- 1. Security system equipment, wiring, or installation.
- 2. Fire alarm panel, devices, wiring, or installation.
- 3. Data, phone or any low voltage equipment, racks, or wiring.
- 4. Magnetic door lock hardware, keypads, card swipes, or installation.
- 5. Additional or illuminated signage over what is described above.
- 6. Shelving or any other FFE not specifically mentioned above.



-2-

Initials: Landlord _____ Tenant _____

EXHIBIT E
RULES & REGULATIONS

1. Tenant's contractors and installation technicians shall comply with Landlord's rules and regulations pertaining to construction and installation. This provision shall apply to all work performed on or about the Premises or Shopping Center, including, but not limited to, installation of telephones, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings and equipment or any other physical portion of the Premises or Shopping Center.
2. Tenant shall not at any time occupy any part of the Premises or Shopping Center as sleeping or lodging quarters.
3. No dogs, cats, fowl, or other animals shall be brought into or kept in or about the Premises or Shopping Center, except for seeing-eye dogs and other service animals.
4. None of the parking, entries, passages, doors, hallways or stairways shall be blocked or obstructed by any rubbish, litter, trash, or material of any nature placed, emptied or thrown into these areas, nor shall such areas be used by Tenant's agents, employees or invitees at any time for purposes inconsistent with their designation by Landlord.
5. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed.
6. Tenant shall not canvas, solicit or peddle (including the placement of flyers) in the Common Areas of the Shopping Center.
7. Landlord reserves the right to exclude from any restricted access portions of the Shopping Center and any common areas exclusively serving the same, all persons who are not known to the security personnel for the Shopping Center and who do not present a pass to the restricted areas signed by the Tenant.
8. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business, Tenant, before occupying the Premises, shall procure and maintain such license or permit and Tenant shall at all times comply with the terms of any such license or permit.
9. Tenant shall continuously operate the HVAC units in the Premises.

Landlord reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary, for the safety, care and cleanliness of the Shopping Center.

**EXHIBIT F
RENT RIDER**

Landlord and Tenant hereby agree to the following provisions concerning the Rent due under this Lease:

1. **“Base Rent and Fixed Amount”**. Tenant shall pay Base Rent and the Fixed Amount for CAM, Taxes and Insurance, along with all other forms of Rent, in equal monthly installments paid in advance on or before the first day of each calendar month. If the Rent Commencement Date (or “RCD”) is not on the first of the month, the Base Rent and Fixed Amount for that month shall be prorated on a per diem basis. Tenant’s annual Base Rent at the beginning of the Primary Term and increases thereto shall be as set forth below:

Primary Term	Base Rent PSF	CAM PSF	Taxes PSF	Insurance PSF	Total Rate PSF	Total Combined Monthly Amount	Total Combined Annual Amount
Annual Escalator	3%	5%	5%	5%			
RCD-9/30/26	\$15.00	\$2.40	\$1.46	\$1.16	\$20.02	\$21,821.80	\$261,861.60
10/1/26-9/30/27	\$15.45	\$2.52	\$1.53	\$1.22	\$20.72	\$22,584.80	\$271,017.60
10/1/27-9/30/28	\$15.91	\$2.65	\$1.61	\$1.28	\$21.45	\$23,380.50	\$280,566.00
10/1/28-9/30/29	\$16.39	\$2.78	\$1.69	\$1.34	\$22.20	\$24,198.00	\$290,376.00
10/1/29-9/30/30	\$16.88	\$2.92	\$1.77	\$1.41	\$22.98	\$25,048.20	\$300,578.40
10/1/30-9/30/31	\$17.39	\$3.07	\$1.86	\$1.48	\$23.80	\$25,942.00	\$311,304.00
10/1/31-9/30/32	\$17.91	\$3.22	\$1.95	\$1.55	\$24.63	\$26,846.70	\$322,160.40
10/1/32-9/30/33	\$18.45	\$3.38	\$2.05	\$1.63	\$25.51	\$27,805.90	\$333,670.80
10/1/33-9/30/34	\$19.00	\$3.55	\$2.15	\$1.71	\$26.41	\$28,786.90	\$345,442.80
10/1/34-9/30/35	\$19.57	\$3.73	\$2.26	\$1.80	\$27.36	\$29,822.40	\$357,868.80

**EXHIBIT G
OPTION RIDER**

Landlord and Tenant hereby agree to the following provisions concerning Tenant's option to extend the term of this Lease beyond the Primary Term:

1. **"Extension Period"** means **two (2)** successive options to extend the Term of this Lease for a period of **five (5)** Lease Years each, if exercised as described below.

2. **Option to Extend.** So long as Tenant has not defaulted of its obligations under this Lease at any time during the Primary Term, Tenant shall have the option to extend the Term of this Lease for the Extension Periods, if any, described in Paragraph 1 above, upon the same covenants and conditions as provided herein, except that (i) the Base Rent and Fixed Amount only during any Extension Period shall be as set forth below, (ii) any rent free periods, rental concessions, inducements, allowances and other similar items applicable during the Primary Term will not apply during any Extension Period, (iii) Tenant will accept the Premises on an "as is" basis at the commencement of any Extension Term, and (iv) Landlord shall have no obligation to perform any of the Landlord's Work as set forth in Exhibit D.

Tenant shall give Landlord written notice of its election whether to extend the Term at least one hundred eighty (180) days prior to the end of the Primary Term or then current Extension Period. **If Tenant fails to give Landlord written notice of its election by that deadline, the Term automatically shall be terminated at the end of the Primary Term or then current Extension Period.**

Any holdover after the end of the Primary Term or then-current Extension Period shall be governed by Paragraph 19 of this Lease, and any acceptance by Landlord of a different amount than that set forth therein shall be without prejudice to Landlord's right to the full amount and shall in no case constitute a waiver of Landlord's right thereto.

3. **"Base Rent and Fixed Amount Adjustment"**. Tenant's annual Base Rent and Fixed Amount (as defined in Section 7 of the Lease) at the beginning of each Extension Period shall increase as set forth below.

Extension Period 1

Portion of the Term	Base Rent PSF (3% annual escalator)	CAM PSF (5% annual escalator)	Taxes PSF (5% annual escalator)	Insurance PSF (5% annual escalator)	Total Rate PSF	Total Combined Monthly Amount	Total Combined Annual Amount
10/1/35-9/30/36	\$20.16	\$3.92	\$2.37	\$1.89	\$28.34	\$30,890.60	\$370,687.20
10/1/36-9/30/37	\$20.76	\$4.12	\$2.49	\$1.98	\$29.35	\$31,991.50	\$383,898.00
10/1/37-9/30/38	\$21.38	\$4.33	\$2.61	\$2.08	\$30.40	\$33,136.00	\$397,632.00
10/1/38-9/30/39	\$22.02	\$4.55	\$2.74	\$2.18	\$31.49	\$34,324.10	\$411,889.20
10/1/39-9/30/40	\$22.68	\$4.78	\$2.88	\$2.29	\$32.63	\$35,566.70	\$426,800.40

Extension Period 2

Portion of the Term	Base Rent PSF	CAM PSF	Taxes PSF	Insurance PSF	Total Rate PSF	Total Combined Monthly Amount	Total Combined Annual Amount
10/1/40-9/30/41	\$23.36	\$5.02	\$3.02	\$2.40	\$33.80	\$36,842.00	\$442,104.00
10/1/41-9/30/42	\$24.06	\$5.27	\$3.17	\$2.52	\$35.02	\$38,171.80	\$458,061.60
10/1/42-9/30/43	\$24.78	\$5.53	\$3.33	\$2.65	\$36.29	\$39,556.10	\$474,673.20
10/1/43-9/30/44	\$25.52	\$5.81	\$3.50	\$2.78	\$37.61	\$40,994.90	\$491,938.80
10/1/44-9/30/45	\$26.29	\$6.10	\$3.68	\$2.92	\$38.99	\$42,499.10	\$509,989.20

-5-

Initials: Landlord _____ Tenant _____

ADDENDUM

THIS ADDENDUM is hereby made a part of this Lease to which it is attached. In the event of a conflict between this Addendum and the Lease, the terms of this Addendum shall control.

1. **Shopping Center Restrictions.** Tenant acknowledges and agrees that the following uses or activities are restricted or prohibited in the Shopping Center. Tenant warrants and agrees that none of it nor its successors, assigns, or subtenants shall violate any of these prohibited or restricted uses or activities, and in no event shall the Premises be used for any of the following:

- A. The operation of any of the following: (i) pharmacy or drug store, (ii) army-navy store, (iii) surplus store, (iv) non-categorized discount store, (v) sale of cosmetics, health and beauty aids
- B. The operation of any of the following: (i) pharmacy, (ii) supermarket, grocery store, or meat, fish or vegetable market, (iii) bakery or delicatessen, (iv) for the off-premises consumption of any staple or fancy groceries, meats, fish, seafood, vegetables, fruit, bakery items, dairy products, frozen food, beer and wine; (v) spa, lounge, bar, teen lounge, bowling alley, skating rink, pawn shop, bingo or electronic or other game parlor, theater, sales of automobiles, recreational or entertainment-type activities that exceed 25,000 square feet.
- C. The sale of auto parts.
- D. The operation of a Lendmark, OneMain, or Springleaf institution.
- E. The operation of a pediatric urgent medical care clinic.
- F. The operation of a health club, exercise studio, aerobic studio, dance exercise classes, fitness center or similar operations.
- G. The sale of: (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) gourmet brand-identified brewed coffee, and/or (e) blended beverages that contain coffee or espresso.
- H. The operation of a primary and urgent care medical facility for the general public.