

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT to Lease Agreement ("**Third Amendment**") is made effective as of May 16, 2025 (the "**Effective Date**"), by and between **ONE IMESON PARK BLVD. LLC**, a Florida limited liability company ("**Landlord**"), successor-in-interest to RCS-Imeson, LLC, successor-in-interest to GIV Imeson, LLC, whose address is c/o Weston Inc., 4760 Richmond Road, Suite 200, Cleveland, Ohio 44128 (the "**Landlord**"), and the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("**Tenant**"), whose address is 117 W. Duval Street, Jacksonville, Florida, 32202, managed on behalf of Tenant by Duval County Supervisor of Elections, 105 East Monroe Street, Jacksonville, Florida 32202.

RECITALS

WHEREAS, Landlord, as successor-in-interest, and Tenant are parties to that certain Lease Agreement dated August 29, 2013, as amended by that (i) First Amendment to Lease Agreement dated March 6, 2014; and (ii) Second Amendment to Lease Agreement dated February 13, 2024 (collectively, the "**Lease**");

WHEREAS, the term of the Lease expires on March 30, 2026, and Tenant desires to further extend the Lease for a term of ten (10) years to continue until March 30, 2036; and

WHEREAS, Landlord and Tenant desire to amend the Lease to establish new provisions regarding term, renewals, and rent, with the new rental rates commencing on October 1, 2025;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- A. Recitals. That the above-stated Recitals are accurate, true, and correct and, by this reference, are incorporated herein and are made a part hereof.
- B. Capitalized Terms. That all capitalized terms used but not defined herein shall have the meanings given them in the Lease.
- C. Amendment to Paragraph 4 (Term). That Paragraph 4 of the Lease is hereby amended and, as amended, shall read in full as follows:

4. TERM

The term of the Lease shall begin on the Commencement Date and end on March 30, 2036, with no additional renewal options.

- D. Amendment to Paragraph 31(Extensions/Waivers/Disputes). That Paragraph 31(A) of the Lease is hereby amended and, as amended, shall read in full as follows:

31. EXTENSIONS/WAIVERS/DISPUTES

- (A) Renewal Option. There are no renewal options remaining under the Lease.

E. Amendment to Exhibit C (Rent). The following table is hereby added to Exhibit C (Rent):

TERM	RATE/SF	TOTAL MONTHLY RENT	TOTAL ANNUAL RENT
Year 13 *	\$8.25	\$34,375.00	\$412,500.00
Year 14	\$8.54	\$35,578.13	\$426,937.50
Year 15	\$8.84	\$36,823.36	\$441,880.31
Year 16	\$9.15	\$38,112.18	\$457,346.12
Year 17	\$9.47	\$39,446.10	\$473,353.24
Year 18	\$9.80	\$40,826.72	\$489,920.60
Year 19	\$10.14	\$42,255.65	\$507,067.82
Year 20	\$10.50	\$43,734.60	\$524,815.20
Year 21	\$10.86	\$45,265.31	\$543,183.73
Year 22	\$11.24	\$46,849.60	\$562,195.16
Year 23 **	\$11.64	\$48,489.33	\$581,871.99

* The Year 13 rent rate shall commence on October 1, 2025, and continue in effect through September 30, 2026; the Year 14 rental rate shall then commence on October 1, 2026, with rent rates increasing on October 1 of each subsequent year according to this schedule.

** Partial Year 23 means the term beginning October 1, 2035 and expiring on March 30, 2036.

F. 2025 Tenant Improvements. A new section 2(t)(i) is hereby added as follows:

2. DEFINITIONS.

* * *

(t)(i) ***"2025 Tenant Improvements"*** shall mean the Tenant approved improvements to the Premises, as described in **Exhibit "I"** attached hereto, to be constructed by Landlord at Landlord's expense, in an amount not to exceed \$475,000.00, pursuant to the terms of this Lease and the 2025 Tenant Improvements Work Agreement attached hereto as **Exhibit "J."** As set forth therein, Landlord shall commence the 2025 Tenant Improvements within 90 days following the Effective Date, provided that if a special election is called, Landlord shall delay the commencement thereof so as not to interfere with such special election.

- G. Exhibits "I" and "J." Exhibit "I" (2025 Tenant Improvements List) and Exhibit "J" (2025 TI Work Agreement), attached hereto, are hereby added and incorporated into the terms of the Lease.
- H. Council Approval. This Third Amendment is subject to approval by the City Council of the City of Jacksonville.
- I. Entire Agreement. This Third Amendment is the entire agreement of the parties regarding the modifications to the Lease provided herein and supersedes all prior agreements and understandings regarding such subject matter and may be modified only by a writing executed

by the party against whom the modification is sought to be enforced and shall bind and benefit the parties and their respective successors, legal representatives, and assigns.

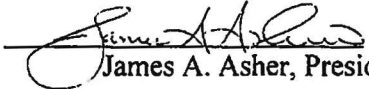
- J. Counterparts. That this Third Amendment may be executed in counterparts and/or .PDF copies, the counterparts and copies of which, when taken together, shall constitute but one entire and original Third Amendment.
- K. Ratification of Lease. That all other terms of the Lease, except those expressly amended in this Third Amendment, shall remain unchanged and in full force and effect; and the Lease, as amended herein, is hereby ratified and confirmed by the parties and is retroactively made in full force and effect as of the date of this Third Amendment.

**[The remainder of this page was left blank intentionally by the parties.
Signature pages to follow.]**

IN WITNESS WHEREOF, the parties hereto duly execute this Third Amendment as of the day and year first written above.

ONE IMESON PARK BLVD. LLC
a Florida limited liability company

By: Weston Inc.
Its: Agent

By: 
James A. Asher, President

Dated: May 16, 2025

[Signature page of the City of Jacksonville to immediately follow this page.]

ATTEST:

CITY OF JACKSONVILLE, a consolidated
political subdivision and municipal corporation
existing under the laws of the State of Florida

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

By: _____
Donna Deegan, Mayor

Dated: _____

FORM APPROVED:

By: _____
Office of General Counsel

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EXHIBIT "I"
(2025 Tenant Improvements List)

2025 Tenant Improvements List

Tab Room

cap hallway electrical receptacles (3)

Call Center

Two wall receptacles behind the TVs
data and electrical by breakroom for printer
new carpet
breakroom sink

Training Rooms

ground outlets
receptacles behind all TVs
update
technology
new flooring
T1 light switch at other entrance

GIS Office

new flooring
2 wall plates with 4 data jacks each
2 electrical outlets outside the office (both sides of the door) + data jacks
4 data jacks on the opposite wall where ExpressVote prep is done

DS300 Area

add more amps to walls and columns
more power/dedicated circuits
drop down, retractable electrical outlets

Program Office

2 wall plates with 4 data jacks each
new flooring

Mail Room

2 wall plates with 4 data jacks each east wall (both sides)
data jacks near EViD staging area
Increase square footage area for the Ballot storage area
small breakroom northeast corner of the area
another set of double doors facing north to the warehouse

Cole's Office

ethernet jack on right side of the room (east wall)
new flooring

Ceiling tile replacement
insert Window to see out in the warehouse

Warehouse

change lighting to what is over the DS300s
repair fans above loading dock
doorbell add to be heard within the warehouse area
2 small offices
 window for each
 electrical and data jacks for each

Walls (patch and match or repaint)

EXHIBIT "J"
(2025 TI Work Agreement)

2025 Tenant Improvements Work Agreement

This 2025 Tenant Improvements Work Agreement is attached to and made a part of that certain Third Amendment to Lease Agreement, by and between **ONE IMESON PARK BLVD. LLC**, a Florida limited liability company, successor-in-interest to RCS-Imeson, LLC, successor-in-interest to GIV Imeson, LLC, whose address is c/o Weston Inc., 4760 Richmond Road, Suite 200, Cleveland, Ohio 44128 (the "**Landlord**"), and the **CITY OF JACKSONVILLE**, as tenant ("**Tenant**") for the premises ("**Premises**") described therein. This Work Agreement sets forth the understandings and agreements of Landlord and Tenant regarding the performance by Landlord of the 2025 Tenant Improvements as described therein and in **Exhibit 1** attached hereto (the "2025 Tenant Improvements").

1. **Tenant's Agent.** Tenant hereby designates Justin Gicalone, Chief Deputy Supervisor of Elections ("**Tenant's Agent**"), as having authority to approve plans and specifications, to accept cost estimates, and to authorize changes or additions to the 2025 Tenant Improvements, during construction, provided such changes do not exceed the Landlord's Improvement Obligation.

2. **Construction of the Tenant Improvements.**

(A) Landlord shall commence performance of the 2025 Tenant Improvements within 90 days following the Effective Date (the "2025 TI Commencement Date"). If Tenant shall request changes or additions to the Tenant Improvements after the 2025 TI Commencement Date, such changes or additions to the 2025 Tenant Improvements shall be subject to Landlord's written approval.

(B) Landlord shall pay the cost of all 2025 Tenant Improvements up to an amount not to exceed \$475,000.00 ("**Landlord's 2025 TI Obligation**"). Any costs related to 2025 Tenant Improvements that exceed Landlord's 2025 TI Obligation shall be paid by Tenant.

(C) Tenant and its representatives may regularly enter upon the Premises during construction to inspect the 2025 Tenant Improvements and all materials to be used in the construction thereof, including all books and records of Landlord relating to the 2025 Tenant Improvements, as 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 2025 Tenant Improvements, and if the Tenant should inspect the 2025 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.

(D) **Insurance and Indemnification Requirements.** Landlord's insurance and indemnity requirements set forth in **Exhibit 2** shall only be applicable to any work performed in connection with the construction of the 2025 Tenant Improvements.

(E) **Change Orders.** Any additions, deletions or revisions pertaining to the 2025 Tenant Improvements shall require the written approval of the Tenant and the Landlord with provisions to

cover any additional costs associated thereto ("Change Order"). Tenant shall pay all costs in connection with a Change Order made at Tenant's request to expand or increase the Scope of Work contained on **Exhibit 1**. Landlord shall pay all costs in connection with a Change Order required to facilitate the original scope of work contained on **Exhibit 1** attached hereto, including but not limited to, any unforeseen or pre-existing conditions at the Premises. Any costs payable by Tenant to Landlord under any Change Order shall be payable as additional rent by Tenant to Landlord within thirty (30) calendar days after receipt of an invoice therefore from Landlord.

(F) **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, including the American with Disabilities Act of 1990 and the requirements of all permitting agencies applicable to the design and construction of the Tenant Improvements and requirements for contractor's licenses permits, certificates and/or registrations.

3. **Punchlist.** When Landlord considers 2025 Tenant Improvements in the Premises to be Substantially Completed, Landlord will notify tenant and within three (3) business days thereafter, Landlord's representative and Tenant's representative shall conduct a walk-through of the Premises and identify any necessary touch-up work, repairs and minor completion items that are necessary for final completion of Tenant Improvements. Neither Landlord's representative nor Tenant's representative shall unreasonably withhold his or her agreement on punchlist items. Landlord shall use reasonable efforts to cause the contractor performing Tenant Improvements to complete all punchlist items within thirty (30) days after agreement thereon; however, Landlord shall not be obligated to engage overtime labor in order to complete such items. Landlord, its employees, agent and contractors, shall be allowed to enter upon the Premises at any reasonable time(s) as necessary to complete any unfinished details, and such entry shall not constitute an actual or constructive eviction of Tenant, in whole or part, nor shall it entitle Tenant to any abatement or diminution of rent or relieve Tenant from any obligation under the lease. Landlord will notify Tenant when it completes the Punchlist and Tenant will again make an inspection to determine if the items listed on the Punchlist have been completed. When Tenant is satisfied that the items on the Punchlist have been completed, Tenant shall provide Landlord with a Final Acceptance notification. Tenant's Final Acceptance of the Tenant Improvements shall not be unreasonably withheld.

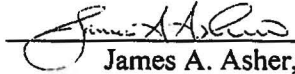
5. **Contractor Cooperation.** Unless Landlord and Tenant agree otherwise, Landlord will obtain bids for the construction of the 2025 Tenant Improvements from at least two (2) qualified contractors. Upon selection of the lowest responsive bidder/contractor by Landlord, Landlord may direct the contractor to itemize the entire cost of performing the 2025 Tenant Improvements, costs of construction labor and materials, a five (5%) management fee, additional janitorial services, general tenant signage, related taxes and insurance costs, all of which costs are herein collectively called the "Total 2025 TI Construction Costs". If the Total Construction Costs exceed Four Hundred Seventy-Five Thousand and No/100 Dollars (\$475,000.00), Tenant and Landlord agree to cooperate in good faith to reduce the Total 2025 Construction Costs to at least Four Hundred Seventy-Five Thousand and No/100 Dollars (\$475,000.00) ,provided, however, nothing herein shall require that Tenant to reduce the scope of work described on **Exhibit 1**; further provided that nothing herein shall require Landlord to incur costs in excess of Landlord's 2025 TI Obligation.

{Signatures on Following Pages}

IN WITNESS WHEREOF, the parties hereto duly execute this Third Amendment as of the day and year first written above.

ONE IMESON PARK BLVD. LLC
a Florida limited liability company

By: Weston Inc.
Its: Agent

By: 
James A. Asher, President

Dated: May 16, 2025

[Signature page of the City of Jacksonville to immediately follow this page.]

ATTEST:

CITY OF JACKSONVILLE, a consolidated
political subdivision and municipal corporation
existing under the laws of the State of Florida

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

By: _____
Donna Deegan, Mayor

Dated: _____

FORM APPROVED:

By: _____
Office of General Counsel

Exhibit 1

(“2025 Tenant Improvements”)

2025 Tenant Improvements List

Tab Room

cap hallway electrical receptacles (3)

Call Center

Two wall receptacles behind the TVs
data and electrical by breakroom for printer
new carpet
breakroom sink

Training Rooms

ground outlets
receptacles behind all TVs
update
technology
new flooring
T1 light switch at other entrance

GIS Office

new flooring
2 wall plates with 4 data jacks each
2 electrical outlets outside the office (both sides of the door) + data jacks
4 data jacks on the opposite wall where ExpressVote prep is done

DS300 Area

add more amps to walls and columns
more power/dedicated circuits
drop down, retractable electrical outlets

Program Office

2 wall plates with 4 data jacks each
new flooring

Mail Room

2 wall plates with 4 data jacks each east wall (both sides)
data jacks near EViD staging area
Increase square footage area for the Ballot storage area
small breakroom northeast corner of the area
another set of double doors facing north to the warehouse

Cole's Office

ethernet jack on right side of the room (east wall)
new flooring

Ceiling tile replacement
insert Window to see out in the warehouse

Warehouse

change lighting to what is over the DS300s
repair fans above loading dock
doorbell add to be heard within the warehouse area
2 small offices
 window for each
 electrical and data jacks for each

Walls (patch and match or repaint)

Exhibit 2

(“Insurance and Indemnity Provisions”)

Leased Space

INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Provider shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Provider shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits	
Worker's Compensation	Florida Statutory Coverage	
Employer's Liability	\$ 100,000	Each Accident
	\$ 500,000	Disease Policy Limit
	\$ 100,000	Each Employee/Disease

This insurance shall cover the Provider (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 WC 09 03), 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	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 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 (Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)		

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 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).

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.** Landlord and Tenant each, on behalf of themselves and their respective heirs, successors, legal representatives, assigns and insurers, hereby (a) waives any and all rights of recovery, claims, actions or causes of action against the other and its respective officers, directors, partners, shareholders, employees, agents, contractors, licensees, invitees or visitors for any loss or damage that may occur to the Building, the Premises, or Property, or any portion thereof, or any improvements thereto, or any personal property of such party therein, by reason of fire, the elements, or any other cause which is required to be insured against under the terms of the insurance policies referred to in this Lease, REGARDLESS OF CAUSE OR ORIGIN, INCLUDING NEGLIGENCE OF THE OTHER PARTY HERETO OR ITS RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES, INVITEES OR VISITORS, and (b) covenants that no insurer shall hold any right of subrogation against such other party; provided, however, the waiver set forth in this Section shall not apply to any deductibles on insurance policies carried by Landlord or to any coinsurance penalty which Landlord might sustain. If the respective insurer of Landlord and Tenant does not permit such a waiver without an appropriate endorsement to such party's insurance policy, then Landlord and Tenant each shall notify its insurer of the waiver set forth herein and secure from such insurer an appropriate endorsement to its respective insurance policy with respect to such waiver.
- 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 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 at contract execution, 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 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 and Attachment D & E 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.

INDEMNIFICATION

Applicant and its subcontractors (the "Indemnifying Party") shall hold harmless, indemnify, and defend the City of Jacksonville and their respective 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 Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, caused by the Indemnifying Party's performance of the **Agreement**, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this **Agreement** contemplates environmental exposures, caused by any environmental, health and safety liabilities, claims, citations, clean-up or damages caused by the operation or other activities performed in connection with the **Agreement**; and

3. Intellectual Property Liability, to the extent this **Agreement** contemplates intellectual property exposures, arising directly out of any allegation that the Services provided under this **Agreement** (the "**Service(s)**"), any product generated by the Services, or any part of the Services as contemplated in this **Agreement**, 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 Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties, a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this **Agreement**, 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 Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.**

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.