

LEASE AGREEMENT

(Duval County Tax Collector Office – Marietta Square Shopping Center)

THIS LEASE AGREEMENT (“Lease”), effective as of November 27, 2019 (“*Effective Date*”), between **MARIETTA SDC, LLC**, a Delaware limited liability company (“*Landlord*”), whose address is c/o 290 NW 165 Street, PH-2, Miami, FL 33169 and the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of Florida (“*Tenant*”), whose address is c/o Duval County Tax Collector’s Office, 231 E. Forsyth Street, Jacksonville, Florida 32202.

BACKGROUND FACTS

A. Landlord is the owner of certain premises as more particularly described herein and Tenant desires to lease said premises from Landlord.

B. Landlord has agreed to lease said premises to Tenant pursuant to the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual benefits each to flow to the other, the parties covenant and agree as follows:

1. BACKGROUND FACTS AND CAPITALIZED TERMS.

The Background Facts above are true and correct and incorporated herein by reference. All capitalized terms shall have the meanings ascribed to them in this Lease.

2. DEFINITIONS.

“Approved Floor Plans” shall mean the floor plans approved by Tenant for the premises attached hereto as **Exhibit “B”** prepared by ACT Architects, LLC, a Florida limited liability company, whose address is 6903 Atlantic Blvd., Jacksonville, FL 32211 (the **“Project Engineer”**) dated July 10, 2019, and any Landlord and Tenant approved modifications or amendments thereto.

“Approved Interior Plans” shall mean the interior plans, finish, and millwork approved by Tenant for the Premises referenced on the Approved Floor Plans and attached hereto as **Exhibit “D-1”**, and any Tenant approved modifications or amendments thereto.

“Building” shall mean the real property and building structure located at 8299 West Beaver Street, Jacksonville, Florida 32220, within the Shopping Center and consisting of the following combined rental units: Units 1, 1-A, 2, 5, 6,7, 10-11, and 21 as shown on **Exhibit A**. The Building includes any future expansion and reconfiguring or renumbering of the units comprising the Building.

"Certification" shall mean a certified statement from Landlord's general contractor of record that the Tenant Improvements have been constructed in accordance with the Approved Floor Plans and Approved Interior 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)(1), *Florida Statutes*, or, more specifically, a certified statement that all costs have been satisfactorily paid in full, and which attaches written executed waivers or releases of claims against the 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*.

"Commencement Date" shall mean the date that the Initial Term begins. The Commencement Date shall occur on the date Tenant has given its Final Acceptance to the Landlord regarding the Tenant Improvements. Tenant shall provide Landlord with written notice documenting the Commencement Date as soon as practicable after such date has been determined. Notwithstanding that the Commencement Date occurs after the Effective Date, the terms and provisions of this Lease shall take effect and be binding on the Effective Date unless otherwise provided in this Lease.

"Effective Date" shall mean the date that the last party signs this Lease.

"Final Acceptance" the written notification provided by Tenant to Landlord indicating that Tenant has performed its final inspection of the Tenant Improvements and has confirmed substantial completion of the Tenant Improvements. Tenant's Final Acceptance shall not be unreasonably withheld, conditioned or delayed. Tenant shall perform such Final Acceptance inspection within fifteen (15) business days after Landlord provides Tenant with the Certification and notification that the Tenant Improvements are substantially complete. Landlord shall accompany Tenant on such inspection and the parties shall jointly prepare the punchlist of minor items to be performed notwithstanding such substantial completion. Landlord shall correct such punchlist items within thirty (30) days after receipt and such punchlist items shall not affect the date of Final Acceptance.

"Fixtures" shall mean all personal property, furnishings, machinery, appurtenances, appliances, equipment, generators, and trade fixtures, including but not limited to, the alterations made by Tenant pursuant to Section 8 herein, located or installed in or on the Premises and all additions and/or improvements (exclusive of structural, mechanical, electrical, and plumbing) affixed to the Premises by the Tenant or at the Tenant's expense.

"Institutional Mortgagee" shall mean a mortgage securing a loan from a bank (commercial or savings) or trust company, insurance company or pension trust or any other lender institutional in nature and constituting a lien upon the Premises, including but not limited to those mortgages shown on the Title Commitment.

“Landlord” shall mean Marietta SDC, LLC, a Delaware limited liability company, its successors or assigns. The word "Landlord" and the pronouns referring thereto, shall mean, where the context so admits or requires, the persons, firm or corporation named herein as Landlord or the mortgagee in possession at any time, of the land and building comprising the Premises. If there is more than one Landlord, the covenants of Landlord shall be the joint and several obligations of each of them, and if Landlord is a partnership, the covenants of Landlord shall be the joint and several obligations of each of the partners and the obligations of the firm. Any pronoun shall be read in the singular or plural and in such gender as the context may require.

“Lease” shall mean this agreement and any amendments, extensions and renewals thereto.

“Mortgage” shall mean and include mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof.

“Payment Schedule” shall mean the monthly rental amounts set forth on the Payment Schedule attached hereto as **Exhibit “C”**.

“Premises” shall mean the portion of Building consisting of commercial office space rental units 10 and 11 depicted on the Shopping Center Site Plan shown on **Exhibit “A”**, together with all improvements located thereon, which shall constitute an aggregate area of approximately 7,475 square feet of floor area measured from the exterior walls and from the midpoint of any shared demising walls without deductions (but all Rent shall be based on 6,900 square feet).

“TI Completion Date” shall mean six (6) months following the date the building permits are issued for the Tenant Improvements and the date in which the Landlord has agreed to complete the Tenant Improvements to Tenant’s satisfaction, subject to force majeure. The Tenant may extend the TI Completion Date in its sole discretion, but in no event shall any extension by Tenant exceed ninety (90) days.

“Tenant” shall mean the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida.

“Tenant Improvements” the Tenant approved build-out of the Premises in accordance with the terms of this Lease, which shall include the Approved Floor Plans and Approved Interior Plans, to be constructed by the Landlord pursuant to the terms of this Lease.

“Title Commitment” shall mean a commitment for title insurance from a title insurance company (“Title Company”) agreeing to issue to the Tenant a leasehold title insurance policy in the insured amount equal to the value of the Lease. The Title Commitment shall include copies of all exception documents referenced therein. The Title Commitment shall be issued by a title agent for a licensed title insurance company in Florida or a licensed Florida attorney.

“Shopping Center” shall mean the entire shopping center complex known as “Marietta Square Shopping Center”, located at 8299 West Beaver Street, Jacksonville, Florida 32220, which includes, but is not limited to, the Building and other buildings, improvements, driveways and parking areas depicted on Exhibit A (excluding those portions marked “NIC”).

“Substantially complete” shall mean the date as of which: (1) Tenant has received the Certification; (ii) Tenant can legally occupy and commence to operate its business within the Premises as evidenced by a certificate of occupancy issued by Tenant (which Tenant agrees not to unreasonably withhold, condition or delay).

3. PREMISES.

Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by Tenant, does hereby lease to Tenant and Tenant does hereby lease and take from Landlord the Premises as shown on the Approved Floor Plans. In addition to the Premises, Tenant, its officers, agents, employees, invitees, sublessees, and contractors shall have the right to use in common with Landlord, its tenants and invitees, all driveways, parking areas, and other existing and future common areas located at the Shopping Center.

4. TERM.

The initial term of the Lease shall begin on the Commencement Date and ending one hundred and twenty-six months (126) months thereafter (“Initial Term”), as may be renewed by Tenant pursuant to Section 31(A) contained herein.

5. RENTALS.

The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the Premises for the term set out in this Lease and, except as otherwise provided herein, the Tenant agrees to pay to the Landlord the monthly rental amounts as set forth on the Payment Schedule in Exhibit “C” for the time periods shown therein beginning on the Commencement Date. As shown on the Payment Schedule, Landlord will not charge Tenant any rent for the first six (6) months following the Commencement Date and Tenant shall have use of the Premises rent free during such six month period. The rent for any fractional part of the first month shall be prorated and shall be payable on the first day of occupancy, and thereafter the rent shall be payable on the first day of each month. Landlord and Tenant acknowledge that Tenant is a tax exempt entity, and as such, no sales tax shall be collected for the rent paid hereunder. Tenant agrees to provide such information as reasonably required by Landlord regarding Tenant’s tax exempt status. The monthly rental amounts shall be paid by Tenant to Landlord via check or wired funds. Payments should be mailed to the following address: 290 NW 165th Street, PH 2, Miami, FL 33169 Attn: Accounting; telephone (305) 868-5131. With respect to Tenant’s fixed reimbursement for CAM, Taxes and Insurance set forth in Exhibit “B”, such reimbursement is

fixed.

6. HEATING AND AIR CONDITIONING.

The Landlord agrees to maintain at its cost and expense, and replace if necessary, the existing heating and air conditioning system for the Premises during the term of the Lease.

7. LIGHT FIXTURES.

The Landlord as part of the Tenant Improvements shall provide the initial or first light fixtures for the Premises for the Tenant's use. Thereafter, Tenant at its sole expense shall be responsible for replacement of all bulbs, lamps, tubes, and starters on the Premises. Tenant shall be responsible for replacement of all bulbs, lamps, tubes and starters for Tenant's signage in accordance with Section 29 herein. Landlord shall be responsible for the wiring used in all fixtures for the purpose of furnishing light.

8. MAINTENANCE AND REPAIRS.

(A). Tenant Maintenance Obligations. Tenant shall keep that part of the Premises which it occupies and uses, including plumbing facilities, interior surfaces and floor coverings, in a clean and sanitary condition. Tenant shall also use and operate, in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators, and shall not destroy, deface, damage, impair, or remove any part of the Premises or property therein belonging to the Landlord nor permit any person to do so. With the exception of normal wear and tear and unavoidable casualties, Tenant shall keep the Premises in as good a condition as on the date of occupancy. Tenant shall also be responsible for those repairs required of Landlord under Section 8B below if such repairs are required due to Tenant's alterations under Section 10 or if due to the gross negligence or willful misconduct of Tenant or its employees, agents or contractors.

In the event that during the term of this Lease, Tenant fails to adhere to any of its maintenance obligations hereunder, Landlord shall have the right in addition to all other remedies, to make any repairs to the Premises, that Tenant is obligated to make hereunder after having provided notice to Tenant of said repairs and such repairs are not completed within 30 days thereafter, or if such repair cannot reasonably be performed within such thirty (30) day period and Tenant has not in good faith commenced such repair within such thirty (30) day period or, having commenced, has failed diligently to complete said repair. Provided, however, in the event of an emergency, no notice or cure period shall be required by Landlord. Tenant shall reimburse Landlord for such reasonable costs incurred by Landlord within ninety (90) days after Tenant's receipt of Landlord's invoice and reasonable supporting documentation.

(B). Landlord Maintenance Obligations. The Landlord shall provide for the interior maintenance and repairs in accordance with generally accepted good practices, but not re-

carpeting, repainting, replacement of worn or damaged vinyl asbestos or equal tile or repairs or replacement of Landlord's interior equipment as may be necessary due to normal usage (such items to be performed by Tenant as part of the Refurbishment Allowance). Landlord shall maintain and repair the electrical and other facilities, and associated mechanical or electrical equipment. The Landlord shall keep the heating, ventilating, and air conditioning and associated equipment in a good state of repair. Landlord shall maintain and keep in a good state of repair the exterior of the Premises during the term of this Lease and shall be responsible for structural components including, but not limited to, roofs, porches, interior load bearing walls and exterior walls. Landlord shall also maintain the HVAC system at its sole cost and expense. Landlord shall replace all windows broken or damaged in the Premises, except that Tenant shall replace at its expense any breakage or damage caused to the exterior of the Premises by the negligence of the Tenant, its officers, agents or employees. Notwithstanding the foregoing, Landlord shall not be responsible for cleaning, whether sweeping, vacuuming, steam cleaning, or otherwise, of floor coverings, or for other cleaning or janitorial services to the Premises. The Landlord maintenance obligations set forth in this Lease shall be at the Landlord's sole expense.

(C). Permits and Repairs. Each party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable, to the Premises. Each party hereto shall give written notice to the other party of any repairs required of the other pursuant to the provisions of this Section and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently, subject, however, to the delays occasioned by events beyond the control of such party. Each party agrees to pay promptly when due the entire cost of any work done by it upon the Premises so that the Premises at all times shall be free of liens for labor and materials. Each party further agrees to hold harmless and indemnify the other party from and against any and all injury, loss, claims or damage to any person or property occasioned by or arising out of the doing of any such work by such party or its employees, agents or contractors; provided however, that the Tenant's indemnification obligations hereunder shall be subject to the limitations of Section 768.28, *Florida Statutes*, which provisions are not expanded, altered or waived beyond the statutory limitations contained therein. Each party further agrees that in doing such work that it will employ materials of good quality and comply with all governmental requirements and perform such work in a good and workmanlike manner.

(D.) Tenant's Notice of Repairs. At such time that Tenant is aware of any repairs or maintenance obligations to the Premises to be made by Landlord pursuant to this Section 8, Tenant shall provide written notice to Landlord specifying the nature repairs or maintenance obligations to the Premises to be made by Landlord. Upon receipt of such notice from Tenant, Landlord shall promptly and diligently pursue making and completing the specified repairs and maintenance obligations.

(E). Tenant's Right to Make Repairs and Withhold Rental Payments. In the event that during the term of this Lease, Landlord fails to adhere to any of its maintenance obligations hereunder and is in default of such obligations pursuant to Section 17(B) herein, Tenant shall

have the right, but shall not be required, to make any repairs to the Premises, pursuant to the provisions of Section 17(C) below, that Landlord is obligated to make hereunder after having provided notice to Landlord of said repairs pursuant to this Section 8 and provided that Landlord is in default of making said repairs.

(F) **Refurbishment Allowance.**

Provided that Tenant is not in default under this Lease beyond all applicable cure periods, on the first day of the sixty-first (61st) month of the term, Landlord at its sole expense shall provide Tenant with an upfront refurbishment allowance of \$32,500.00 for Tenant's use towards the refurbishment of the Premises (the "Refurbishment Allowance") between the sixty-first (61st) and the seventy-second (72nd) month of the term (Tenant being obligated to perform such refurbishment). Tenant in its sole discretion shall determine the Refurbishment Allowance interior uses and expenditures. Tenant shall expend such refurbishment on leasehold improvements and not on furniture, fixtures, equipment or other personal property, and Tenant shall complete such refurbishment by the end of the seventy-second (72nd) month of the term. The Refurbishment Allowance shall not supplant the Landlord's ongoing maintenance obligations set forth in this Lease during the term.

9. UTILITIES.

Tenant will pay for all gas, electric, water, sewer, and garbage collection services used by Tenant on the Premises during the term of this Lease. Tenant shall be responsible for the installation of and charges for any telephone and computer facilities used by Tenant in the Premises.

10. ALTERATIONS.

The Tenant shall have the right to make any alterations in and to the Premises during the term of this Lease, provided however, no structural or exterior alterations or alterations to those components for which Landlord has the repair obligations under this Lease shall be made without first having obtained the written consent of the Landlord. The Landlord shall not unreasonably withhold its consent to any such alterations that Tenant desires to make to the Premises. The Tenant shall have the option to remove any or all of said alterations in accordance with the provisions of Section 13 herein at the termination or expiration of this Lease provided any removal by Tenant does not cause structural or material damage to the Premises, and Tenant repairs any damage caused by such removal.

11. FIRE AND OTHER HAZARDS.

In the event that the Premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, the Landlord, at its option, may forthwith repair the damage to such Premises at its own cost and expense. If Tenant determines in its sole and reasonable discretion

that it is unable to operate from the Premises during the period of repairs, rental thereon shall cease until the earlier of completion of such repairs or Tenant recommences operating from the Premises. Should the premises be only partly destroyed, so that the major part thereof is usable by the Tenant as determined in Tenant's sole and reasonable discretion, then the rental shall abate to the extent that the injured or damaged part bears to the whole of such premises and such injury or damage shall be restored by the Landlord as speedily as is practicable and upon the completion of such repairs, the full rental shall commence and the Lease shall then continue the balance of the term. Notwithstanding other provisions of this Section to the contrary, if the Premises are damaged to such an extent that the Tenant will be unable to occupy the Premises for a period in excess of one hundred eighty (180) days, then the Tenant may terminate the lease by providing written notice to Landlord and Landlord shall immediately refund to Tenant the pro rata part of any rentals paid in advance.

12. EMINENT DOMAIN.

(A). **Total Taking.** If, during the Lease term, all of the Premises and the improvements or all reasonable access thereto are taken as a result of the exercise of the power of eminent domain or by purchase in lieu thereof, or if less than all of the Premises and the improvements are taken, but the improvements cannot, in the Tenant's reasonable judgment, be restored to an economically useful unit without undue economic loss, this Lease will terminate on the date of vesting of title to the Premises and improvements in the condemner. The rights of the Landlord and the Tenant to the award or awards arising from any such taking will be determined in accordance with Subsection 12 (E) below.

(B). **Partial Taking.** If less than all of the Premises are taken as a result of the exercise of the power of eminent domain or by purchase in lieu thereof, and there continues to be access thereto and the improvements can, in the Tenant's reasonable judgment, be restored to an economically useful unit without undue economic loss, this Lease will not terminate but will continue in full force and effect for the remainder of the Lease term with respect to that portion of the Premises and the improvements which is not the subject of the taking. The rights of the Landlord and the Tenant to the award or awards arising from any such taking will be determined in accordance with Subsection 12 (E) below. In such event, the Landlord shall restore that portion of the improvements not so taken to a complete architectural unit in accordance with plans and specifications approved by the Tenant. For the balance of the Lease term, a just and appropriate part of the rent, according to the nature and extent of the taking, will be abated based on the ratio of the fair market value of the Premises before and after the taking. Notwithstanding the foregoing, if the partial taking occurs in the last 12 months of the term, then Tenant may, at its option, terminate this Lease effective as of the date of the taking.

(C). **Temporary Taking.** If all or any portion of the Premises is taken by the exercise of the right of eminent domain for governmental occupancy for a limited period, this Lease will not terminate and the Tenant will continue to perform all of the Tenant's obligations hereunder as though such had not occurred (except to the extent that the Tenant is prevented from doing so by

reason of such taking, provided, however, that in no event will the Tenant be excused from the payment of rent and all other charges required to be paid by the Tenant under this Lease). In the event of such taking, the Tenant will be entitled to receive the entire amount of any award made for such taking (whether paid by way of damages, rent or otherwise) and the Landlord hereby assigns such award to the Tenant, unless the period of governmental occupancy extends beyond the termination of the Lease term, in which case the award will be apportioned between the Landlord and the Tenant. Notwithstanding the foregoing, the time for any temporary taking shall not exceed 18 months, or Tenant may, at its option, terminate this Lease effective as of the date of the taking.

(D). Rental Payments. In the event of the termination of this Lease as a result of any total or partial taking of the Premises, the rent payable by the Tenant with respect to that portion of the Premises so taken will terminate on the date title to that portion of the Premises and improvements which is the subject of the taking vests in the condemner and rent will be apportioned as of the date of such vesting. The obligation of the Tenant to pay rent during the remainder of the Lease term will abate and, if the Landlord and the Tenant are unable to agree as to the amount and terms of such abatement arising from a partial taking as contemplated by Subsection 12 (E) below, the same will be determined by a court of law during the eminent domain proceedings.

(E). Awards. If all or a portion of the Premises are taken as contemplated by Subsections 12 (A) or (B) above, the Landlord and the Tenant agree to request the court conducting any proceeding in connection therewith to make separate awards to the Landlord and the Tenant as to their respective interests in the Premises in accordance with the allocations contained in this Section. If for any reason the court is unwilling or unable to make such separate awards, the Landlord and the Tenant agree that the single award for any such taking will be apportioned in accordance with this Section. The parties agree that the Tenant and the Landlord shall share all net awards for taking of the Premises so that the Tenant receives the fair value of its remaining leasehold term, the unamortized cost of any improvements or other property paid for by the Tenant, damages for loss of business and the taking of, damage to and cost of removal of, any inventory or other property of the Tenant. The Landlord shall be entitled to receive the value of its ownership interests in the Premises, including its lost income stream from this Lease and the value of its reversion, all reduced to present value using the then prevailing discount rate for the applicable term. The Landlord shall be entitled to no portion of the proceeds for the taking of any interests of the Tenant whatsoever, including the value of the Tenant's leasehold and any property owned by the Tenant.

(F). Participation in Court Proceedings. The Landlord and the Tenant shall each have the right, at their respective expense, to participate in any proceeding seeking to take all or any portion of the Premises or the improvements and any appeals which might be taken therefrom.

13. EXPIRATION OF TERM.

At the expiration or termination of this Lease, Tenant will peaceably yield up to Landlord the Premises in good and tenantable repair. All Fixtures shall remain the property of Tenant. It is understood and agreed between the parties that Tenant shall have the right, but not to obligation, to remove from the Premises the Fixtures anytime on or before the expiration date during the term of the Lease, or upon the termination of this Lease, at Tenant's expense. In the event that such removal by Tenant shall materially damage the Leased Premises, Tenant agrees to restore, at Tenant's expense, the Premises to as good a state of repair as the Premises were prior to the removal of Fixtures by Tenant. Notwithstanding the foregoing, if, after the expiration or termination of the Lease, Tenant fails to remove such Fixtures, such Fixtures shall become the property of the Landlord, and Tenant shall not be responsible for any costs or expenses incurred by Landlord to alter, remove and/or dispose of said Fixtures.

14. SUBLETTING; ASSIGNMENT; TRANSFERS.

Under the terms and conditions hereunder, Tenant shall have the absolute right to transfer and assign this Lease or to sublet all or any portion of the Premises provided that at the time of such assignment or sublease: (i) Tenant shall not be in default in the performance and observance of the obligations imposed upon Tenant hereunder; and (ii) Landlord must have consented in writing to any such sublessee or assignee, although such consent shall by Landlord not be unreasonably withheld. The use of the Premises by such assignee or sublessee shall be expressly limited by and subject to the provisions of this Lease. If Landlord transfers ownership of the Shopping Center, then the transferor Landlord shall be released from any liability accruing under this Lease from and after the date of the transfer and the transferee Landlord shall assume such liability under this Lease pursuant to an assignment and assumption agreement executed by the transferor and transferee.

15. TITLE.

(A). Non-Disturbance Agreement. Prior to the Commencement Date, Landlord shall obtain from any present Institutional Mortgagee holding a mortgage upon the Premises irrespective of the time of execution or the time of recording of any such mortgage a written agreement ("*Non-Disturbance Agreement*") to be executed by such Institutional Mortgagee and Tenant in the form attached hereto as Exhibit "F" suitable for recording in the public records of Duval County, Florida, providing that:

- (i) in the event of foreclosure or other action taken under the mortgage by the Institutional Mortgagee, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder, and

- (ii) the Institutional Mortgagee shall permit insurance proceeds and eminent domain proceeds to be used for any restoration and repair pursuant to the provisions of this Lease. Tenant agrees that if the Institutional Mortgagee or any person claiming under said mortgagee shall succeed to the interest of Landlord in this Lease, Tenant will recognize said mortgagee or person as its Landlord under the terms of this Lease, provided that said mortgagee or person for the period during which said mortgagee or person respectively shall have ownership of the Premises and thereafter their respective successors in interest shall assume all of the obligations of Landlord hereunder.

Prior to the Commencement Date, Landlord shall obtain a Non-Disturbance Agreement from all Institutional Mortgagees shown in the Title Commitment in accordance with Section 15(A) above. Tenant shall, upon the request of Landlord in writing, subordinate this Lease to the lien of any present or future institutional mortgage upon the Premises irrespective of the time of execution or the time of recording of any such mortgage; Provided, however, that as a condition to such subordination, the holder of any such mortgage shall enter contemporaneously into a Non-Disturbance Agreement with Tenant. In any event, if the Landlord fails to obtain Non-Disturbance Agreements as provided herein prior to the Commencement Date, Landlord shall provide Tenant with notice of the same. Tenant shall have the right to terminate this Agreement upon sixty (60) days prior written notice upon receipt of Landlord's notice of failure to obtain a Non-Disturbance Agreement. During the Lease term, Landlord shall also be required to obtain Non-Disturbance Agreements as to any new Institutional Mortgagees arising after the Commencement Date within ninety (90) days that such new Institutional Mortgagee obtains a mortgage interest in the Premises (if this Lease is to be subordinate to such mortgage interest).

(B). Quiet Enjoyment. Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy and enjoy the Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord.

(C). Representations and Warranties by Landlord. Landlord warrants and represents, upon which warranty and representation Tenant has relied in the execution of this Lease, that Landlord is the owner of the Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants and restrictions of record shown on the Title Commitment as of the date of this Lease and any restrictions attached hereto as **Exhibit "G"** (collectively the "Restrictions"). Landlord further warrants and covenants that Landlord has full right and lawful authority to execute this Lease for the term, in the manner, and upon the conditions and provisions herein contained; that there is no non-governmental impediment to the use of the Premises by Tenant for the Permitted Use other than the Restrictions and that the Premises are not subject to any easements or non-governmental restrictions which prevent Tenant's use as a governmental operation.

(D) **Title Commitment.** Landlord shall furnish to Tenant within thirty (30) days after the Effective Date, a Title Commitment ("Commitment") and Seller's most recent ALTA boundary survey last updated on October 3, 2016 ("*Survey*"). If the Title Commitment or Survey discloses any defects in title or other matters that would adversely or materially affect Tenant's use of the Premises for Tenant's intended purpose ("*Title Defects*"), then Tenant shall deliver written notice to Landlord within ten (10) business days after the receipt of the Title Commitment and Survey. Landlord will notify Tenant within ten (10) business days after receipt of Tenant's notice whether or not Landlord will cure such Title Defects. If Landlord notifies Tenant that Landlord does not elect to cure such Title Defects, then Tenant shall have ten (10) business days thereafter to either (a) accept title subject to the Title Defects that Landlord does not elect to cure or (b) terminate this Lease. Failure to elect option (b) in such ten (10) business day period shall be an election of option (a). If Landlord notifies Tenant that Landlord elects to cure such Title Defects, then Landlord shall use good faith efforts to cure any Title Defects which will adversely or materially affect the Tenant's proposed use of the Premises prior to the Commencement Date. If Landlord is unsuccessful in removing the Title Defects prior to the Commencement Date, as Tenant's sole remedy, the Tenant shall within ten (10) business days thereafter either: (a) accept the title as it is; or (b) terminate this Lease by written notice to Landlord. Within thirty (30) days of the Commencement Date Landlord shall provide Tenant with an updated Title Commitment ("*Updated Title Commitment*"). If the Updated Title Commitment shows any change in the status of title or matters of survey as shown in the Title Commitment and the Survey that is unacceptable to the Tenant, such matter shall be treated as a Title Defect. If Tenant chooses to obtain title insurance, Tenant shall be responsible for any premium fees associated with said title policy.

16. RIGHT OF LANDLORD TO INSPECT.

The Landlord, upon having provided the Tenant with at least five (5) business days advanced written notice (or immediately and without notice in the event of an emergency), may enter into and upon the Premises for the purpose of viewing the same and for the purpose of making any such repairs as there are required to make by Landlord under the terms of this Lease.

17. DEFAULT.

(A). **Tenant Default.** Each of the following events shall constitute a default hereunder by Tenant and a breach of this Lease:

- (i) If within fifteen (15) days after written notice from Landlord, Tenant shall fail to pay Landlord any rent or any other charge due hereunder as and when the same shall be come due and payable; or
- (ii) If Tenant shall fail to perform any of its obligations hereunder or the other agreements, terms, covenants, or conditions in this Lease on Tenant's part to be performed, other than the payment of rent, and such non-performance shall

continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant and Tenant has not in good faith commenced such performance within such thirty (30) day period; or if such performance cannot reasonably be obtained within such thirty (30) day period and Tenant has not in good faith commenced such performance within such thirty (30) day period or, having commenced, has failed diligently to proceed therewith to completion.

If any event of default shall occur and be continuing for a period of at least sixty (60) days after receipt of written notice thereof from the Landlord to Tenant of the same, Landlord shall have the right to cancel and terminate this Lease in accordance with Florida law and seek damages as a result thereof as permitted under Florida law and may, immediately, or at any time thereafter, and without further notice or demand, enter into and upon the Premises, or any part thereof, and repossess the same as of their former estate and expel the Tenant and remove its effects forcefully, if necessary, without being taken or deemed to be guilty of any manner of trespass and thereupon, this demise shall terminate but without prejudice to any remedy which might otherwise be used by the Landlord for arrears of rent or for any breach of the Tenant's covenants herein contained. Landlord shall have all other remedies at law or in equity, including, without limitation, the right to seek injunctive relief.

(B). Landlord Default. If Landlord shall fail to perform any of its obligations or other agreements, terms, covenants, or conditions in this Lease on Landlord's part to be performed and such non-performance shall continue for a period of thirty (30) days after written notice thereof by Tenant to Landlord; or if such performance cannot reasonably be obtained within such thirty (30) day period, but Landlord has not in good faith commenced such performance within such thirty day period or, having commenced, has failed diligently to proceed therewith to completion, such shall constitute an event of default on the Landlord's part.

If any event of default shall occur and be continuing for a period of at least sixty (60) days after Landlord having been notified of such default pursuant to the provisions in this Section above, Tenant shall have the right to cancel and terminate this Lease (and seek damages as a result thereof as permitted under Florida law) by giving to Landlord notice of such cancellation and termination, and upon the expiration of the time fixed in such notice, this Lease and the term hereof shall expire in the same manner and with the same force and effect; provided, however, that in such event Tenant shall not be obligated or liable to pay any remaining unamortized expenses related to the Tenant Improvements or rents due subsequent to Tenant's termination. The foregoing remedy shall not be Tenant's exclusive remedy for Landlord's default and Tenant may exercise any other remedies provided at law or in equity, including injunctive relief.

(C). Rights to Cure.

After the expiration of the other party's applicable cure period, each party shall have the right,

but shall not be required, to pay such sums or do any act which requires the expenditure of monies which may be necessary or appropriate by reason of the default of the other party to perform any of the provisions of this Lease, including repairs and maintenance obligations hereunder pursuant to Section 8 herein. In the event of the exercise of any such right by either party, the defaulting party agrees to pay the non-defaulting party forthwith upon demand all such sums.

18. TAXES AND INSURANCE.

(A). Taxes. Landlord shall pay all real estate taxes on the Premises.

(B). Landlord Insurance. The Landlord shall procure and maintain insurance at its sole expense during the term of this Lease insurance of the types and in the minimum amounts stated below:

Workers' Compensation (if Landlord has employees)

Workers' Compensation	Florida Statutory Coverage
Employer's Liability	\$100,000 Each Accident
(Includes appropriate Federal Acts)	\$500,000 Disease Policy Limit
	\$100,000 Each Employee/Disease

Commercial General Liability - (Form CG0001

General Aggregate Limit (other than Products- Completed Operations	\$2,000,000
Products - Completed Operations Aggregate Limit	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Medical Payments	\$ 5,000(any one person)
Fire Damage	\$ 50,000 (any one fire)
(Include Independent Contractors)	

(ISO Form CG0001 as filed for use in the State of Florida without any restrictions endorsements other than those which are required by the State of Florida, or those which, under an ISO Filing, must be attached to the policy (i.e., mandatory endorsement).

Automobile Liability

Coverage for all automobiles	\$1,000,000 Each Accident
Including Owned, Hired and Non-Owned	

(Tenant shall be endorsed as an additional insured under all of the above Commercial General Liability coverage and Automobile Liability on a form no more restrictive than the most current version filed for use in Florida of CG2010 for all coverage. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of Tenant), if permitted by law and (as to liability insurance only) if agreed to by the insurer. The deductible amounts for any peril shall be deemed usual and customary in the insurance industry. Landlord shall be responsible for payments of its deductible(s).

Said insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, *Florida Statutes*. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. The Landlord shall provide annual Certificates of Insurance approved by Tenant's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to Tenant and provide renewal certificates for subsequent renewals. The Company shall provide an endorsement issued by the insurer to provide Tenant 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 Landlord shall provide said a thirty (30) days written notice of any change in the above coverage limits or cancellation, including expiration or non-renewal.

Anything to the contrary notwithstanding, the liabilities of the Landlord under this Lease shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by the Landlord, shall relieve the landlord or other Person providing service to the facility including and not limited to sub-contractors from responsibility to provide insurance as required by the contract.

(C). Tenant Insurance. Tenant shall at all times during the term of this Lease carry and maintain a valid program of self-insurance, authorized by Section 768.28, *Florida Statutes*. With respect to Tenant's self-insurance program, liabilities caused by the negligent acts or omissions of Tenant's employees, or authorized agents shall be subject to the limits of Section 768.28, *Florida Statutes*. Tenant shall provide Landlord with a letter of self-insurance prior to the execution of this Lease. Tenant hereby waives any claims which Tenant may now or in the future have against Landlord for property loss to the extent such property loss would have been covered under a property insurance policy with all risk coverage.

19. USE OF PREMISES.

The Tenant will not make or suffer any unlawful, improper or offensive use of the Premises or any use or occupancy thereof contrary to the laws of the State of Florida, or the ordinances of the City of Jacksonville, Florida, now or hereafter made. It is understood that the Premises shall be used solely and exclusively by the City of Jacksonville for the Duval County Tax Collector's office operations, including but not limited to, a service center. No other use is permitted without prior written consent of Landlord, which consent by Landlord shall not be

unreasonably withheld. Tenant shall open for business in the Premises within ninety (90) days after the Commencement Date and shall thereafter operate during Tenant's customary business hours.

20. NOTICES.

Any notice, demand, consent, authorization, request, approval or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Lease shall be effective and valid only if in writing, signed by the party giving such notice, and delivered personally to the other party or sent by express 24-hour guaranteed courier or delivery service, by facsimile transmission with telephone confirmation or certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows (or such other place as any party may by Notice to the other specify):

To Landlord: Marietta SDC, LLC
290 NW 165 Street, PH2
Miami, FL 33169
Tel: (305) 868-5131
Fax: (305) 861-2703

For Notice of Needed Repairs:

Marietta SDC, LLC
290 NW 165 Street, PH2
Miami, FL 33169
Tel: (305) 704-3114
Fax: (305) 704-3118
Email: tenants@saglo.com

To Tenant: City of Jacksonville
Duval County Tax Collector
231 E. Forsyth Street, Suite 208
Jacksonville, Florida 32202
Attention: Tax Collector
Tel: (904) 630-1838
Fax: (904) 630-7134

With a copy to: Public Works Department, Real Estate Division
City of Jacksonville
214 N. Hogan Street, 10th Floor
Jacksonville, Florida 32202
Attention: Real Estate Officer
Tel: (904) 255-8234

With a copy to: Office of General Counsel
City of Jacksonville
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attention: Corporation Secretary
Tel: (904) 255-5100
Fax: (904) 255-5119

Notice shall be deemed given when received, except that if delivery is not accepted, Notice shall be deemed given on the date of such non-acceptance.

21. INDEMNITY.

(A). Landlord Indemnity. Landlord shall indemnify, defend and save harmless Tenant, its officers, employees and agents from suits, actions, proceedings, claims, judgments, costs, damages, liability and expenses, at law or in equity, in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of occurrence in, upon or at or from the Premises or any part thereof, resulting from any negligent act or negligent omission of Landlord, its officers, agents, employees or contractors, except to the extent resulting from any negligent act or omission of Tenant, its employees, agents, contractors or officers.

(B). Tenant Indemnity. Tenant shall, subject to the limitations and provisions of Section 768.28, *Florida Statutes* (which provisions are not expanded, altered or waived) defend, indemnify and save harmless Landlord, its officers, employees and agents from suits, actions, proceedings, claims, judgments, costs, damages and expenses, at law or in equity, in connection with loss of life, bodily or personal injury or property damage or any other damage arising from or out of any occurrence in, upon, at or from the Premises, resulting from any negligent act or negligent omission of Tenant, its officers, agents, contractors or employees, except to the extent resulting from any negligent act or omission of Landlord, its employees, agents, contractors or officers.

The indemnity obligations contained in this Section 21 shall survive the term of the Lease.

22. RIGHT TO TERMINATE.

Tenant shall have the right to terminate this Lease without penalty, in the event (in Tenant's good faith) a government owned or leased building in Tenant's becomes available to Tenant for occupancy during the term of this Lease for the purposes for which this building is being leased in the City of Jacksonville, Florida, upon giving sixty (60) days advance written notice to Landlord. Landlord agrees to cooperate with the Tenant during any such relocation that occurs and acknowledges that Tenant needs a minimum period of six (6) months prior to an election and no sooner than sixty (60) days following an election to vacate the Premises in a

timely manner. If the City of Jacksonville terminates this Lease during the Initial Term, then the City of Jacksonville shall refund to Landlord the unamortized portion of Landlord's TI Allowance amortized on a straight line over the Initial Term. For purposes of this Section, the unamortized portion of Landlord's TI Allowance shall be calculated by multiplying (i) an amount equal to 1/126th of the Landlord's TI Allowance by (ii) the number of months remaining in the Initial Term after the effective date of the early termination or cancellation.

23. TENANT IMPROVEMENTS; EARLY OCCUPANCY.

(A). Scope of Work; Construction. Landlord agrees to diligently commence the construction of the Tenant Improvements as of the Effective Date of this Lease in accordance with the Approved Floor Plans, the Tenant Improvements scope of work contained on Exhibit "D-1", and the Tenant Improvements construction requirements contained on Exhibit "D-2". Landlord shall complete the Tenant Improvements on or before the TI Completion Date, subject to force majeure and Tenant-caused delays. Landlord's failure to complete the Tenant Improvements on or before the TI Completion Date shall constitute a material breach of this Lease, and Tenant's sole and exclusive remedy is set forth in Exhibit "D-2", Section A(vi).

(B). Tenant Payment; Maximum Indebtedness. The maximum indebtedness of Tenant for the Tenant Improvements for all work performed by Landlord pursuant to this Lease, which shall include the millwork and bank equipment described on Exhibit "D-1" and "D-2", shall not exceed EIGHT HUNDRED SEVENTY FIVE THOUSAND FIVE HUNDRED FIFTY and 00/100 Dollars (\$875,550.00) (the "TI Maximum Indebtedness"). The TI Maximum Indebtedness shall be expended by Tenant after Landlord's TI Allowance has been paid-in-full by Landlord towards the Tenant Improvements. Tenant shall have the option to either (i) make payments directly to Landlord for said work on a reimbursement basis within thirty (30) days of Tenant's receipt and approval of all receipts, paid invoices and other documentation as required by Tenant to be provided by Landlord to support said payments; or (ii) make payments directly to the General Contractor and/or subcontractors and consultants for said work within thirty (30) days of Tenant's receipt and approval of invoices and other documentation as required by Tenant to be provided by Landlord to support said invoices; provided however, that such payments to Landlord shall not exceed the maximum indebtedness referenced above. The costs of any approved change orders that cause the maximum indebtedness referenced above to be exceeded shall require an amendment to the Lease and shall be at the Tenant's sole expense. Additionally, Tenant will pay vendors directly for the materials and labor identified in Section 24 of Exhibit "D-1".

(C). Landlord Tenant Improvement Allowance. Landlord shall allocate a maximum of \$270,000 for Tenant's interior buildout being performed as part of Tenant's Improvements (the "Landlord's TI Allowance"). Notwithstanding Section 23(B) above, Tenant shall be responsible to pay any construction expenses in excess of the Landlord's TI Allowance. Upon request, Landlord shall provide reasonable documentation evidencing the Tenant Improvements made by Landlord and paid from the Landlord's TI Allowance. Landlord agrees to use the Landlord's TI

Allowance to install a new ADA ramp at the entrance of the Premises. Any construction expenses for Tenant's interior buildout being performed as part of Tenant's Improvements in excess of \$270,000 shall be paid by Tenant as provided in Section 23(B) above and Tenant shall obtain a release of liens from Landlord's general contractor for the amounts paid.

24. AVAILABILITY OF FUNDS.

The obligations of Tenant under this Lease Agreement 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.

25. ACKNOWLEDGMENT OF ASSIGNMENT.

The Tenant within thirty (30) days upon the request of the Landlord shall execute such acknowledgment or acknowledgments, including estoppel certificates providing the information referenced in Section 32(C) hereof, or any assignment or assignments of rentals and profits made by the Landlord to any third person, firm or corporation, provided that the Landlord will not make such request unless required to do so by the mortgagee under the mortgage, or mortgages, executed by the Landlord or by Landlord's prospective purchaser.

26. SOVEREIGN IMMUNITY.

Notwithstanding anything in this Lease to the contrary, the Tenant is governed by the provisions of Section 768.28, *Florida Statutes*, and nothing in this Lease shall be deemed to be a further waiver of the limited waiver of sovereign immunity afforded Tenant as set forth therein.

27. 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 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.

28. HAZARDOUS SUBSTANCES.

Tenant agrees that any hazardous substances which it may generate, store, manufacture, refine, transport, treat, dispose of, or otherwise permit to be present on or about the Premises will

be generated, stored, manufactured, refined, transported, treated and disposed of in compliance with all applicable federal, state and local laws and regulations dealing with same. As used herein, hazardous substances shall be defined as any "hazardous chemical", "hazardous substance" or similar term as defined in the Comprehensive Environmental Responsibility Compensation and Liability Act, as amended (42 U.S.C. 9601, et. seq.), any rules or regulations dealing with environmental protection. It is understood and agreed that the provisions contained in this section shall be applicable notwithstanding the fact that any substance shall not be deemed to be a hazardous substance at the time of its use by Tenant but shall thereafter be deemed to be a hazardous substance. Landlord hereby agrees to defend, indemnify and hold Tenant harmless from any and all losses, damages, claims, costs, fees, penalties, charges, assessments, taxes, fines or expenses including reasonable attorneys' fees and legal assistants' fees, arising out of any claim asserted by any person, entity, agency, organization or body against Tenant in connection with liabilities associated with cleaning up, moving, disposal of or otherwise eliminating any oil, toxic substance, hazardous substance, solid waste, waste or contaminate from the Premises not caused by Tenant. This indemnity includes, but is not limited to, any losses, damages, claims, costs, fees, penalties, charges, assessments, taxes, fines or expenses, including reasonable attorneys' fees and legal assistants' fees incurred by Tenant under the Environmental Laws. The provisions of this section shall survive Closing.

29. SIGNAGE AND PARKING.

(A.) Signage. Tenant shall have the right to install one (1) façade sign on the Premises and one (1) pylon sign in the location depicted on Exhibit E to maximum allowed by code, subject to Landlord's approval, not to be unreasonably withheld. Tenant acknowledges that all façade signage shall be channel lettering. Tenant shall be responsible for the maintenance of the sign, including the replacement of light bulbs and fixtures.

(B.) Parking. Tenant shall have non-exclusive use of at least sixty (60) parking spaces in the Shopping Center and two reserved parking spaces for Tenant's exclusive use in the rear of the Premises. Landlord shall also ensure that a new handicap parking space for Tenant is located within proximity to the front entrance of the Premises.

30. COUNCIL APPROVAL.

This Lease is subject to approval by the City Council of the City of Jacksonville, Florida. Tenant acknowledges that Tenant has received such approval.

31. EXTENSIONS/WAIVERS/DISPUTES.

(A.) Renewal Options. Provided that at the time of such exercise, Tenant shall not be in default in the performance and observance of the obligations imposed upon Tenant hereunder,

Tenant shall have the option to renew this lease for two (2) additional successive five (5) year periods under the same and continuing terms and conditions contained herein (including the 2.5% annual rent adjustments based upon 6,900 square feet, with the rental for the first year of the renewal period being 2.5% above the annual rent in effect immediately prior to such renewal period, and annual rent adjustments of 2.5% thereafter) by providing nine (9) months written notice to Landlord prior to the expiration of the current term, time being of the essence.

(B). Holdover. In the event that Tenant or anyone claiming under Tenant shall continue occupancy of the Premises after the expiration of the term of this Lease or any renewal or extension thereof without any agreement in writing between Landlord and Tenant with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions and conditions herein contained. The rental shall be 2.5% above the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the entire period of such occupancy.

(C). Waiver. Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

(D). Payment Under Protest. It is agreed that, if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right but not the obligation to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of the said party to institute suit for the recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease, and the amount so paid by Tenant may be withheld or deducted by Tenant from any rents herein reserved.

32. MISCELLANEOUS.

(A). Captions. The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as otherwise provided in this Lease, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(B). Brokerage Commission. Except for Landlord's use of Newmark Phoenix Realty Group, Inc. broker services, which service costs shall be paid for by Landlord, no party has acted as, by or through a broker in the effectuation of this Lease, except as set out hereinafter. Each party agrees to indemnify, defend and hold harmless the other party from any and all claims, demands or the cost and expense of, including reasonable attorneys fees, arising out of any brokerage commission or fee or other compensation due or alleged to be due in connection with the transaction contemplated by this Lease based upon any agreement alleged to have been made or other action alleged to have been taken by either party; provided however, Tenant's indemnification obligation shall be subject to the limitations contained in Section 768.28, *Florida Statutes*, which provisions are not altered, expanded, extended or waived beyond the limitations contained in Section 768.28, *Florida Statutes*.

(C). Estoppel Certificates. At any time and from time to time, Landlord and Tenant each agree, upon request in writing from the other, to execute, acknowledge and deliver to the other or to any person designated by the other a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid. Tenant shall approve the form of Estoppel Certificate prior to execution by Tenant.

(D). Entire Agreement. This Lease contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified or amended in any way except by a writing executed by both parties.

(E). Attorneys Fees. If either party to this Lease brings suit or otherwise becomes involved in any legal proceedings seeking to enforce the terms of this Lease, or to recover damages for their breach, each party shall be responsible for its own attorneys fees, and other expert witnesses, accountants, and court reporters fees incurred in connection therewith including all such costs and expenses incurred: (i) in trial and appellate court proceedings, (ii) in connection with any and all counterclaims asserted by one party to this Lease against another where such counterclaims arise out of or are otherwise related to this Lease, (iii) in bankruptcy or other insolvency proceedings, and (iv) in post-judgment collection proceedings.

(F). Venue. All matters pertaining to this Lease (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Florida and the Ordinances of the City of Jacksonville. The parties further agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Duval County, State of Florida.

(G). Waiver of Trial by Jury. EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED AND EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO.

(H). Exhibits. All exhibits attached hereto are made a part hereof and incorporated herein by reference.

(I) Rules and Regulations. Tenant shall comply with the rules and regulations promulgated by Landlord from time to time for the Shopping Center so long as the same apply to all similarly situated tenants on a non-discriminatory basis.

(J) Documentation Memorializing Subsequent Transfers. Should Landlord transfer its interest in this Lease pursuant to Section 14 above, Landlord agrees to memorialize such transfer by delivering within sixty (60) days following such transfer date an amendment to this Lease executed by the transferor Landlord, the transferee Landlord, and the City for the sole purpose of notifying the City of such transfer and having the City acknowledge its receipt of such notice, in a form acceptable to Landlord, its assignee and the City.

(K) Time is of the essence with respect to each and every provision of this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

LANDLORD:

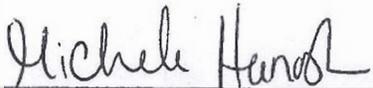
WITNESSES AS TO LANDLORD:

MARIETTA SDC, LLC, a Delaware limited liability company

By: **JAX SDC, LLC**, a Florida limited liability company

By: **JAX SDC Manager, LLC**, a Florida limited liability company, its Manager

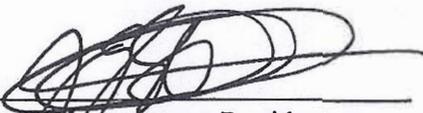
By: **JG RE Corporation**, a Florida corporation



Michele Hanash
Print Name



Kalaph Sargeant
Print Name

By: 

Jack Glottmann, as President

Dated: 11/19/2019

TENANT:

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

ATTEST:

James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary



By: *[Signature]*
Lenny Curry, Mayor Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Dated: 11-27-19 Under Authority of:
Executive Order No: 2019-02

In compliance with the Charter of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing lease and provision has been made for the payment of the moneys provided therein to be paid.

[Signature]
Finance Director
CONTRACT NUMBER 10727

Form Approved:
[Signature]
Office of General Counsel

[Handwritten mark]