

**CITY OF JACKSONVILLE
LICENSE AGREEMENT
(OFFICE SPACE WITHIN BUILDING)**

THIS CITY OF JACKSONVILLE LICENSE AGREEMENT (BUILDING) (this “License”) is entered into and effective the _____ day of _____, 2020, by and between **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (“Licensor”), whose address is c/o Public Works, Real Estate Division, 214 N. Hogan Street, Jacksonville, Florida 32202, Attn: Real Estate Officer and **LUTHERAN SERVICES FLORIDA, INC.**, a Florida not for profit corporation (“Licensee”), with a principal address of 910 North Jefferson Street, Jacksonville, FL 32209.

WITNESSETH:

WHEREAS, Licensor owns certain real property more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “Property”) used by the Kids Hope Alliance for its operations and located thereon, and having an address of 1095 A. Philip Randolph Boulevard, Jacksonville, Florida 32206 (the “Building”);

WHEREAS, Licensor and Licensee are parties to that certain Lease Agreement effective as of July 15, 2014, as amended, for the lease of the building structure referred to as the “Don Brewer Center” and located at 1095 A. Philip Randolph, Building 1, Jacksonville, Florida 32206 (the “Lease”); and

WHEREAS, in connection with the Lease, Licensee desires to use and occupy a certain portion of the Building more specifically defined herein as the “License Area” and depicted on **Exhibit B** attached hereto and incorporated herein by this reference; and

NOW, THEREFORE, for and in the good and valuable consideration, including, but not limited to, the covenants, conditions and terms hereof, the sufficiency and receipt of said good and valuable consideration are hereby acknowledged, Licensor and Licensee agree as follows:

1. **Recitals.** The recitals set forth herein are accurate, correct and true and incorporated herein by this reference.

2. **Definitions.** As used in this License, the words defined immediately below shall have the meaning stated next to same. Words imparting the singular number include the plural number and vice versa, the male gender shall include the female gender and vice versa, unless the context clearly requires otherwise.

(a) “Common Areas” means any landscaped areas, lobbies, elevators, kitchens, hallways, restrooms, conference rooms and other similar facilities located in the Building designated by the Licensor for common or joint use of the occupants thereof, their employees, agents, tenants, customers and other invitees.

(b) “Governmental Requirement” means any permit, law, statute, code, rule, regulation, ordinance, order, judgment, decree, writ, injunction, franchise, condition, certificate, permit, license, authorization, or other direction or requirement of any governmental and/or regulatory national, state or local entity with jurisdiction over Licensor, Licensee and/or the License Area. Governmental Requirements shall include all applicable, relevant, or appropriate Florida Statutes and City of Jacksonville Ordinances including, without limitation, any regulation found in Florida Administrative Codes or regulations; and all Florida Statutes, City of Jacksonville Ordinances and regulations or rules now existing or in the future enacted, promulgated, adopted, entered, or issued, both with and outside present contemplation of the respective

parties to this transaction.

(c) “Hazardous Materials” means any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, asbestos, radon, petroleum products, hazardous or toxic substances or related materials including, without limitation, those defined in:

- (i) The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. ss. 9601 et seq.);
- (ii) The Hazardous Materials Transportation Act, as amended (42 U.S.C. ss. 1808 et seq.);
- (iii) The Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. ss. 6901 et seq.);
- (iv) Regulations adopted and publications promulgated pursuant to the foregoing;
- (v) Any other Governmental Requirement; and
- (vi) Any other material, of which its use, release, disposal, or presence may result in liability under any Governmental Requirement or common law action.

(d) “License Area” means the area depicted on **Exhibit B**, consisting of approximately 2,000 square feet, and excluding any Common Areas contained therein.

(e) “License” means this License Agreement (including all exhibits hereto), and any amendments or addenda that may supplement, modify or amend the same.

(f) “License Term” or “Term” means the term of this License, which shall commence on the Effective Date and expire on the earlier to occur of (i) June 30, 2024 or the earlier termination of the Lease in accordance with the terms of the Lease, or (ii) the earlier termination of this License in accordance with the terms of this License.

(g) “Permitted Use” means the Licensee’s use of the License Area as office space in connection with the work being performed under the Lease, in compliance with all Licensor and City of Jacksonville policies relating to use and occupancy of the Building, the terms of this License and all Governmental Requirements.

(h) “Section” means the numerical sections of this License and the respective subsections thereof. Each respective Section begins with a numerical number and a capitalized heading of the Section which is underlined to indicate the subject matter thereof.

3. License. In consideration of the representations, warranties, agreements and covenants contained herein, Licensor hereby grants Licensee a non-exclusive revocable license for the Term to occupy and use the License Area for the sole purpose of carrying out the Permitted Use, but subject to the rights of Licensor to continue to access the License Area at any time, all in accordance with all of the provisions, covenants, conditions and terms herein. The License Area is provided to Licensee in its “AS IS, WHERE IS” condition and without representation or warranty by Licensor as to the suitability or condition of the License Area for Licensee’s use.

4. License Fee. Licensor and Licensee have agreed that the license fee during the initial License

Term shall be at no cost.

5. Taxes, Utilities and Other Charges. Licensor shall bear, pay and discharge, all ad valorem real estate or personal property taxes, or other taxes, if any, which shall, or may during the License Term, be charged, laid, levied, assessed, imposed, become payable and due, or become liens upon, or arise in connection with the use, occupancy or possession of the License Area or any part thereof. The Licensor shall be responsible for the taxes and utilities relating to the License Area. Licensor agrees to allow Licensee the use of its Information Technology Division for the purposes of the initial installation of Licensee's computer system.

6. Use of License Area.

(a) Licensee shall only use the License Area for the Permitted Use. No other use of the License Area is permitted without the prior written consent of Licensor, which consent may be withheld at Licensor's sole discretion. Licensee agrees to be in compliance at all times and to comply with such Governmental Requirements imposed upon the License Area and/or the Licensee and shall not in any way subject Licensor to liability or exposure for failure to adhere to the same.

(b) Licensee shall not discriminate against any person on the basis of race, creed, color, sex, religion, national origin, age, marital status or disability in its use and operations of the License Area.

(c) Licensee acknowledges and agrees that, while Licensor may (but shall not be obligated to) provide a security guard and alarm system for the Building, Licensor is not providing any security services with respect to the Building, the License Area or otherwise, and Licensor shall not be liable for, and Licensee hereby waives any and all claims against Licensor with respect to, any loss by theft or any other damage or injury suffered or incurred in connection with any unauthorized entry into the License Area or Building or any other breach of security with respect to the same.

(d) Licensee shall only use the License Area during the hours of 7:30 a.m. and 7:30 p.m., Monday through Friday, as may be adjusted by Licensor in its reasonable discretion from time to time. Licensee's use of the License Area shall not include Saturdays, Sundays, or holidays observed by Licensor without the prior written consent of Licensor, which consent may be withheld at Licensor's sole discretion.

(e) Licensee shall have the right to non-exclusive use of the Common Areas, together with any other tenants or licensees occupying the Building; provided however, that the Common Areas shall at all times be subject to the exclusive control and management of the Licensor. Licensor may from time to time promulgate, and enforce reasonable rules and regulations for the use of the Common Areas, and build or place landscaping and other improvements thereon. Licensor may at any time, and from time to time, close all or any portions of such Common Areas.

7. Improvements to License Area, Personal Property. Licensee shall not make additions, alterations, changes or improvements in or to the License Area or any part thereof, without the prior written consent of Licensor, which consent may be withheld at Licensor's sole discretion. Menial, regular, and routine maintenance, which shall be performed by Licensee, shall not be included in this provision; it being understood that the Licensee shall maintain the License Area (including but not limited to all improvements) in good and safe condition, ordinary wear and tear excepted, pursuant to the provisions of this License. All additions, alterations, changes or improvements made by Licensee with the prior written consent of Licensor shall be constructed at Licensee's sole expense and shall, upon completion thereof, become the property of Licensor. All additions, alterations, changes or improvements shall be made in conformance with applicable Governmental Requirements. Licensee may place its personal property and storage materials on or within the License Area during the License Term from time to time at its discretion; however, all Licensee personal

property that may be on the License Area during the License Term shall be at Licensee's sole risk.

8. Maintenance, Repairs and Utilities. Licensee shall continuously maintain and keep in good repair and safe condition, at its sole cost and expense, the License Area and the furniture, fixtures and equipment located therein (the "FF&E"); it being understood the Licensee shall pay and be responsible for the costs (excluding taxes and utilities) of all use, maintenance, and repair associated with Licensee's Permitted Use of the License Area. Any damage to the License Area or FF&E caused by Licensee or any of its agents, employees, servants, representatives, employees, affiliates, invitees, licensees, contractors, or subcontractors shall be repaired immediately at Licensee's sole cost and expense.

9. Insurance. See Exhibit C attached hereto and incorporated herein by this reference for the insurance requirements of Licensee.

10. Indemnification. See Exhibit D attached hereto and incorporated herein by this reference for the indemnification obligations of Licensee.

11. Compliance with Governmental Requirements. During the License Term, Licensee shall comply with all Governmental Requirements governing or affecting the License Area and the use thereof for any reason. Licensee shall notify Licensor of its violation of any Governmental Requirement promptly after Licensee's knowledge thereof, and Licensee shall diligently and prudently take requisite action to correct any violations of Governmental Requirements as soon as reasonably possible after the discovery of same. Upon Licensor's request, Licensee shall assure Licensor from time to time, in written certifications, that Licensee and the License Area are in compliance with all Governmental Requirements and this License.

12. Title to License Area; FF&E. Title to the License Area and all FF&E shall remain vested with Licensor and Licensee shall have no interest in the title to the License Area or the FF&E. Except as otherwise provided herein, any improvements made to the License Area shall be vested with Licensor who shall have the title thereto, subject to the covenants, conditions and terms of this License; however, no furnishings, furniture, fixtures, equipment or other personal property installed or constructed by Licensee on or within the License Area shall be Licensor's property, but shall be the property of Licensee. Licensee shall have non-exclusive control of the License Area, subject to the covenants, conditions and terms of this License, and Licensor shall always remain vested with title to the License Area and in control thereof for purposes of Governmental Requirements affecting the License Area and the utilization thereof.

13. Destruction or Damage. In the event the License Area, or any part thereof, is destroyed or damaged by fire, lightning, storm or other casualty, either party may terminate this License by providing written notice to the other party within twenty (20) days of the casualty. If neither party terminates the License, Licensor may forthwith repair the damage to the License Area (excluding Licensee's personal property) at its own cost and expense.

14. Hazardous Materials.

(a) Licensee shall not knowingly use, handle, store or permit the use, handling or storage of Hazardous Materials on the License Area. Licensee shall not dispose of or permit or allow the disposal, leakage, spillage or discharge on or upon the License Area of any Hazardous Material. If any Hazardous Material should be used, handled or stored (except in accordance with this Section) or if any Hazardous Material is disposed of or permitted to leak, spill or discharge on or upon the License Area by accident or otherwise, Licensee shall provide immediate written notice thereof to Licensor and Licensee shall immediately commence and diligently pursue the removal of any such Hazardous Material and Licensee shall remediate, clean and restore the Hazardous Material area in accordance with all applicable Governmental Requirements, and pay all fines, fees, assessments and penalties arising therefrom. Licensee shall furnish

Licensor periodically at Licensor's request, certification that Licensee is in compliance with the provisions of this Section.

(b) Licensee shall provide written notice to Licensor within five (5) days of:

(i) any change in Licensee's utilization and operation of the License Area involving the use, handling or storage of Hazardous Materials;

(ii) receipt of any warning, notice, notice of violation, lawsuit or the like from any governmental agency or regulatory authority relating to environmental compliance;

(iii) receipt of any complaint, claim, or lawsuit filed by any third party relating to environmental compliance; or

(iv) release, spillage, leakage or disposal of any Hazardous Material at the License Area.

(c) If Licensee shall fail to comply with any of the provisions of this Section, Licensor shall have the right, but shall not be obligated, to enter into and go upon the License Area without thereby causing or constituting a termination of this License, or ejection of Licensee, either constructive or otherwise, in whole or in part, from all or any portion of the License Area, or an interference with Licensee's possession and use of the License Area, and take such steps and incur such expenses as Licensor shall deem necessary to correct Licensee's default, including, without limitation of the generality of the foregoing, the making of all replacements or repairs for which Licensee is responsible and Licensee shall reimburse Licensor on demand for any expense incurred by Licensor as a result thereof.

15. Default. Each of the following events shall be a default hereunder by Licensee and shall constitute a breach of this License:

(a) If Licensee shall fail to pay any license fee or other charge due hereunder as and when the same shall become payable and due and the same remains unpaid for ten (10) days after Licensor's written notice for payment; or

(b) If Licensee shall fail to perform any of the covenants, conditions and terms of this License on Licensee's part to be performed and such non-performance shall continue for a period of thirty (30) days after written notice thereof by Licensor to Licensee; or if Licensee shall fail to act in good faith to commence and undertake performance within such thirty (30) day period to cure a non-performance which cannot be cured within the initial thirty (30) day period and Licensee shall designate in writing the reasonable time period to cure such non-performance and its intent to do so, or, Licensee, having commenced to undertake such performance within the initial thirty (30) day period, shall fail to diligently proceed therewith to completion within the designated reasonable time period to cure such non-performance (however, in no event shall such extended period exceed ninety (90) days).

If an event of default shall occur and be uncured, then Licensor shall have the right to immediately terminate and cancel this License by giving to Licensee written notice of such termination and cancellation. Upon such notice, this License shall terminate and the parties shall be released from all obligations under this License that do not specifically survive its termination; provided however, that Licensee shall not be released from any outstanding license fees or other charges due to Licensor by Licensee pursuant to the terms of this Agreement. The foregoing remedy shall not be the exclusive remedy for Licensor for this License.

16. Termination. Either party may terminate or cancel this License at any time during the License Term upon giving the other party at least thirty (30) days advance written notice of either party's need to terminate and cancel its obligations hereunder and designating the termination date. In such event, the License shall terminate and cease as of the effective date of such termination hereunder and the parties shall be released from all obligations hereunder that do not specifically survive termination. Without limiting the foregoing, Licensor may terminate this License effective immediately by giving Licensee written notice in the event that the Lease have expired or been terminated.

17. Licenses, Permits. Licensor will be responsible for obtaining all licenses, permits, inspections and other approvals necessary for the operation of the License Area for the Permitted Use.

18. Assignment. Licensee shall not, without the prior written consent of Landlord, acting by and through the Chief of Real Estate, (1) assign, hypothecate, mortgage, pledge, transfer, convey or encumber this License or any estate or interest in the License or the License Area or any part thereof, whether directly or by operation of law, (2) permit any other entity to become Licensee hereunder by merger, consolidation, or other reorganization, (3) sublet or sublicense any portion of the License Area, or (4) grant any license, concession, or other right of occupancy of any portion of the License Area; it being understood this License is personal to Licensee. Notwithstanding the foregoing, informal space sharing arrangements between Licensee and its contractors as are reasonably necessary to perform the Lease are not prohibited by this License, provided that Licensee delivers prior written notice of each such space sharing arrangement to Licensor along with any insurance certificates required by this License and all other information requested by Licensor, and further provided that Licensor may require Licensee to terminate any such informal space sharing arrangement as a condition of continuing to use the License Area pursuant to this License.

19. Expiration of Term. At the expiration of the License Term, Licensee shall peaceably return to Licensor the License Area in good condition, ordinary wear and tear excepted. It is understood and agreed between Licensor and Licensee that Licensee shall have the right to remove from the License Area in a reasonable period of time all personal property of Licensee situate at the License Area including, but not limited to all personal property, provided Licensee restores the License Area after the removal therefrom. Any expenses of Licensor to remove Licensee's personal property shall be at Licensee's sole expense. Further, the Licensee shall not have encumbered the License Area with any mortgages, mechanics' liens, or otherwise.

20. Right of Licensor to Inspect. Licensor may enter into and upon the License Area at all times for the purpose of inspecting same and for any other purposes permitted hereunder.

21. Force Majeure. If Licensor or Licensee shall be delayed in, hindered in or prevented from the performance of any act required hereunder (other than performance requiring the payment of a sum of money) by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations or actions, riots, pandemic, epidemic, health crisis, insurrection, the act, failure to act or default of the other party, war or other reason beyond such party's reasonable control (excluding the unavailability of funds or financing), then the performance of such act shall be excused for the period of the delay and the period for the performance of any such act as required herein shall be extended for a period equivalent to the period of such delay.

22. Mechanics Liens. Licensee shall immediately after it is filed or claimed, have released (by bonding or otherwise) any mechanics', material man's or other lien filed or claimed against any or all of the License Area or any other property owned or licensed by Licensor, by reason of labor or materials provided for Licensee or any of its contractors or subcontractors, or otherwise arising out of Licensee's use or occupancy of the License Area. Nothing in the provisions of this License shall be deemed in any way to give Licensee any right, power or authority to contract for or permit to be furnished any service or materials which

would give rise to the filing of any mechanics' or materialmen's lien against Licensor's estate or interest in and to the License Area, it being expressly agreed that no estate or interest of Licensor in and to the License Area shall be subject to any lien arising in connection with any alteration, addition or improvement made by or on behalf of Licensee.

23. Condemnation. If any part of the License Area is taken by eminent domain or condemnation or voluntarily transferred to such authority under the threat thereof, Licensor may, at its sole option, terminate the License by giving written notice to Licensee within thirty (30) days after the taking, or if by reason of such taking of the License Area, Licensee's operation on or access to the License Area is substantially and materially impaired, Licensee shall have the option to terminate this License by giving written notice to Licensor within thirty (30) days after taking. Licensee hereby waives any and all rights it may have in all condemnation awards including, without limitation, loss of or damage to its License, and hereby assigns said claims to Licensor except such awards as are separately and specifically awarded to Licensee for its separate personal property, moving expenses and business damages.

24. Approval of the Jacksonville City Council. This License is not effective until the date that the Jacksonville City Council approves it and it is duly executed by the Mayor ("*Effective Date*"). If the Jacksonville City Council does not approve this License, this License shall be void and of no force and effect, and the parties shall owe no obligations to each other under the provisions of this License.

25. Holdover. In the event that Licensee shall continue occupancy of the License Area after the expiration of the term of this License or any renewal or extension thereof without any agreement in writing between Licensee and Licensor with respect thereto, such occupancy shall not be deemed to extend or renew the term of the License, but such occupancy shall continue at sufferance, subject to each of the covenants, provisions and conditions herein contained. The provisions of this Section 25 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Licensor provided herein or at law. If Licensee fails to vacate and surrender the License Area upon the termination or expiration of this License, in addition to any other liabilities to Licensor accruing therefrom, Licensee shall protect, defend, indemnify and hold Licensor harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including any claims made by any succeeding tenant or licensee founded upon such failure to surrender, and any lost profits to Licensor resulting therefrom. This Section 25 shall survive the expiration or earlier termination of this License.

26. Miscellaneous:

(a) Notices. Any and all notices which are permitted or required in this License shall be in writing and shall be duly delivered and given when personally served or mailed to the person at the address designated below. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail - return receipt requested. Notice shall be deemed given on the date of personal delivery or mailing and receipt shall be deemed to have occurred on the date of receipt; in the case of receipt of certified or registered mail, the date of receipt shall be evidenced by return receipt documentation. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any entity may change its address as designated herein by giving notice thereof as provided herein.

If to Licensor:	City of Jacksonville c/o Department of Public Works Real Estate Division 214 N. Hogan Street Jacksonville, Florida 32202 Attn: Real Estate Officer
-----------------	---

With Copy to: Office of General Counsel
City of Jacksonville
Attn: Government Operations and Contracts Dept.
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

If to Licensee: Lutheran Services Florida, Inc.
910 North Jefferson Street
Jacksonville, FL 32209
Attn: _____

or such other address either party from time to time specify in writing to the other.

(b) Legal Representation. Each respective party to this License has been represented by counsel in the negotiation of this License and accordingly, no provision of this License shall be construed against a respective party due to the fact that it or its counsel drafted, dictated or modified this License or any covenant, condition or term thereof.

(c) Further Instruments. Each respective party hereto shall, from time to time, execute and deliver such further instruments as any other party or parties or its counsel may reasonably request to effectuate the intent of this License.

(d) Severability or Invalid Provision. If any one or more of the agreements, provisions, covenants, conditions and terms of the License shall be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such agreements, provisions, covenants, conditions or terms shall be null and void with no further force or effect and shall be deemed separable from the remaining agreements, provisions, covenants, conditions and terms of the License and shall in no way affect the validity of any of the other provisions hereof.

(e) No Personal Liability. No representation, statement, covenant, warranty, stipulation, obligation or agreement contained herein shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any member, officer, employee or agent of Licensor or Licensee in his or her individual capacity and none of the foregoing persons shall be liable personally or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

(f) Third Party Beneficiaries. Nothing herein express or implied is intended or shall be construed to confer upon any entity other than Licensor and Licensee any right, remedy or claim, equitable or legal, under and by reason of this License or any provision hereof, all provisions, conditions and terms hereof being intended to be and being for the exclusive and sole benefit of Licensor and Licensee.

(g) Successors and Assigns. To the extent permitted by Section 18, this License shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

(h) Survival of Representations and Warranties. The respective indemnifications, representations and warranties of the respective parties to this License shall survive the expiration or termination of the License and remain in effect.

(i) Governing Law; Venue. This License shall be governed by and construed in

accordance with the laws of the State of Florida and the Ordinances of the City of Jacksonville. Wherever possible, each provision, condition and term of this License shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision, condition or term of this License, or any documentation executed and delivered hereto, shall be prohibited by or invalid under such applicable law, then such provision, condition or term shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision, condition or term or the remaining provisions, conditions and terms of this License or any documentation executed and delivered pursuant hereto. Venue for any action arising out of this License shall lie in the jurisdictional courts of Duval County, Florida.

(j) Section Headings. The section headings inserted in this License are for convenience only and are not intended to and shall not be construed to limit, enlarge or affect the scope or intent of this License, nor the meaning of any provision, condition or term hereof.

(k) Counterparts and Signature Pages. This License may be executed in two (2) or more counterparts, all of which when taken together constitute one and the same instrument, binding on all of the parties. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart, and may be delivered by facsimile or in electronic (e.g., pdf) form.

(l) Entire Agreement. This License contains the entire agreement between the respective parties hereto and supersedes any and all prior agreements and understandings between the respective parties hereto relating to the subject matter hereof. No statement or representation of the respective parties hereto, their agents or employees, made outside of this License, and not contained herein, shall form any part hereof or bind any respective party hereto. This License shall not be supplemented, amended or modified except by written instrument signed by the respective parties hereto.

(m) Time. Time is of the essence of this License. When any time period specified herein falls upon a Saturday, Sunday or legal holiday, the time period shall be extended to 5:00 P.M. on the next ensuing business day.

(n) Waiver of Defaults. The waiver by either party of any breach of this License by the other party shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this License.

(o) Radon Disclosure. The following disclosure is required to be made by the laws of the State of Florida:

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.

[The remainder of this page was intentionally left blank by the parties.]

IN WITNESS WHEREOF, the respective parties hereto have executed this License for the purposes expressed herein effective the day and year first above written.

LICENSOR

ATTEST:

CITY OF JACKSONVILLE, a Florida municipal corporation

James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry, Mayor
Date: _____

Form Approved (as to Licensor only):

By: _____
Office of General Counsel

LICENSEE

LUTHERAN SERVICES FLORIDA, INC., a Florida not for profit corporation

By: _____
Print Name: _____
Title: _____

EXHIBIT A

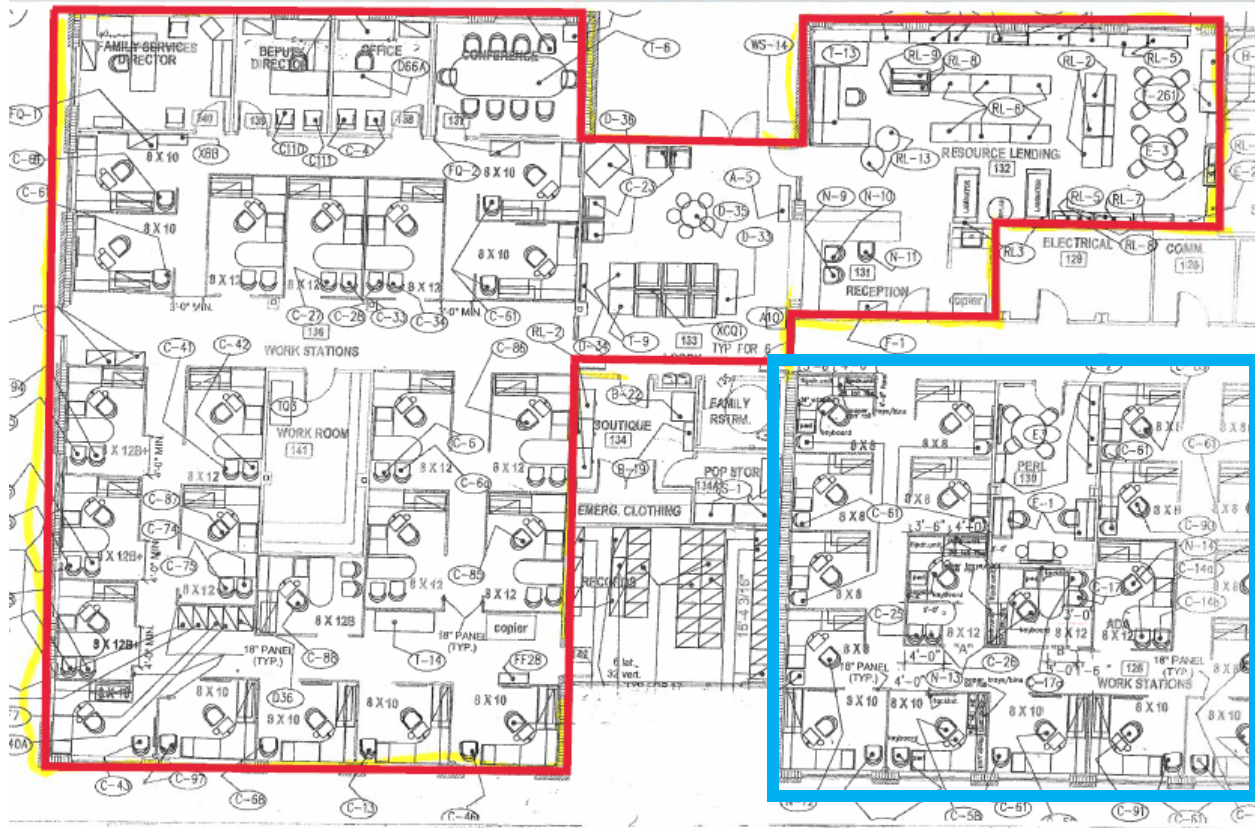
Property

Property identified by the Duval County Tax Assessor as Real Estate Parcel Number 122879-0010, with an address of 1095 A. Philip Randolph Boulevard, Jacksonville, Florida.

EXHIBIT B

License Area

The License Area is depicted below and outlined in blue, excluding any Common Areas. This is intended to be a general depiction of the boundary of the License Area and is not a representation as to the particular configuration or FF&E contained therein.



1st Floor, North Section- System of Care, Family Services

Floor plan of North Section of Building:

Red Outline: Licensed to Managed Access to Child Health, Inc. (MATCH)

Blue Outline: Licensed to Lutheran Services Florida (LSF)

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting its liability under this License, Licensee shall at all times during the term of this License procure prior to commencement of work and maintain at its sole expense during the life of this License (and Licensee shall require its contractors, 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	\$500,000 Each Accident
	\$500,000 Disease Policy Limit
	\$500,000 Each Employee/Disease

This insurance shall cover the Licensee (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.
	\$2,000,000	Personal/Advertising Injury
	\$2,000,000	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). An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Professional Liability

\$1,000,000 per Claim and Aggregate (Including

Medical Malpractice when applicable)

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy.

Personal License Area: Licensee may place its personal property within the License Area during the License Term from time to time at its discretion; however, all Licensee personal property that may within the Licensed space during the License Term shall be thereon at Licensee's sole risk. Under no circumstances will the City be responsible for the Licensee's personal property.

Additional Insurance Provisions

- A. Additional Insured: All insurance except Worker's Compensation and Professional Liability 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. City of Jacksonville and City's members, officials, officers, employees and agents will be named as Loss Payee on License Area coverage.
- B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.
- C. Licensee's Insurance Primary. The insurance provided by the Licensee 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 License shall remain the sole and exclusive responsibility of the named insured Licensee. 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 License.
- E. Licensee's Insurance Additional Remedy. Compliance with the insurance requirements of this License shall not limit the liability of the Licensee 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 License or otherwise.
- F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Licensee shall relieve Licensee of Licensee's full responsibility to provide insurance as required under this License.
- G. Certificates of Insurance. Licensee shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved

Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

- I. Notice. The Licensee 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 Licensee, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities and obligations of the Licensee under this License 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 License, Licensee shall present this License and Exhibits to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the License Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Licensee.

If Licensee fails to comply with the foregoing insurance requirements or to deliver to Licensor the certificates or evidence of coverage required herein, Licensor, in addition to any other remedy available pursuant to this License or otherwise, may, but shall not be obligated to, obtain such insurance and Licensee shall pay to Licensor on demand the premium costs thereof, plus an administrative fee of 15% of such cost.

EXHIBIT D

INDEMNIFICATION

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

1. General Liability, arising out of any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of Licensee or its agents, employees, servants, representatives, employees, affiliates, invitees, licensees, contractors, or subcontractors (the "Indemnifying Parties") that causes injury (whether mental or corporeal) to persons (including death) or damage to property, or otherwise arising out of or incidental to Licensee's performance under or breach of this License, the use or occupancy of the License Areas or operations, services or work performed hereunder; and

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

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

If any proceeding is filed for which indemnity is required hereunder, Licensee agrees, upon request therefor, to defend Licensor in such proceeding at its sole cost utilizing counsel satisfactory to Licensor. 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 License or otherwise. Such terms of indemnity shall survive the expiration or termination or expiration of this License and shall not terminate or be waived, diminished or affected in any manner by any abatement or apportionment of Rent under any provision of this License.

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.

Anything to the contrary notwithstanding, the liabilities and obligations of the Licensee under this Exhibit D shall survive the expiration or termination of the License.