

PARKING LICENSE AGREEMENT

BETWEEN

**EJPC, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
("LICENSOR"),**

AND

**CITY OF JACKSONVILLE,
A CONSOLIDATED POLITICAL SUBDIVISION
AND MUNICIPAL CORPORATION
EXISTING UNDER THE LAWS OF THE
STATE OF FLORIDA
FOR AND ON BEHALF OF THE
JACKSONVILLE FIRE AND RESCUE DEPARTMENT
("LICENSEE")**

BASIC LICENSE INFORMATION

Effective Date: October 1, 2024

Licensor: EJPC, LLC, a Florida limited liability company.

Licensee: City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, for and on behalf of the Jacksonville Fire and Rescue Department providing oversight of the management and administration of this Agreement on behalf of the Licensee.

Premises: 124 W Ashley Street, 225 W Ashley Street and 241 W Ashley Street, Jacksonville, Florida 32202 (the "Property"), as depicted and described on **Exhibit A**.

Project: License to use and occupy the Property for as many parking spaces as are safe and reasonable and in compliance with applicable local ordinances, for the sole and limited purposes of providing parking for employees of the Jacksonville Fire and Rescue Department, subject to the terms, conditions, and provisions set forth in this License Agreement.

Term: Five (5) Years with the expiration date of September 30th, 2029.

Renewal Options: One, five-year renewal subject to conditions detailed within the License Agreement.

Commencement Date: October 1st, 2024

License Fee: Initial Base Rate of \$2,300.00 per month.

Fee Escalations: License Fee escalations shall increase the previous year's rate by four (4) percent each one-year period and shall be implemented upon the anniversary of the Commencement Date for duration of the agreement, as represented in License Fee Schedule on **Exhibit B**.

Security Deposit: None

Permitted Use: The sole and limited purpose of providing parking spaces for employees of the Jacksonville Fire and Rescue Department, such parking access to be provided 24 hours a day, 7 days a week.

Condition: Licensee agrees to accept the Property for the Initial Term and any Renewal Term in its "AS IS" condition existing as of the Commencement Date, subject to the terms, conditions, and provisions set forth in this License Agreement.

Early Termination: Either party may terminate the agreement at any time upon providing no less than sixty (60) days' notice, or with no less than thirty (30) days' notice if termination is subject to provisions established by Section 122.413(c) of the City of Jacksonville Code.

Licensor's Address: EJPC, LLC
P.O. Box 10750
5738 N. Broadway (64118)
Kansas City, Missouri 64188
Attn: James R. Wiss

With a copy to:
Brenna M. Durden, Esq.
Lewis, Longman & Walker, P.A.
245 Riverside Avenue, Suite 510
Jacksonville, Florida 32202

Licensee's Address: Jacksonville Fire and Rescue Department
515 N. Julia Street
Jacksonville, Florida 32202
Attn: Chief of Services

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

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

The foregoing BASIC LICENSE INFORMATION is incorporated into and made a part of the License identified above. If any conflict exists between the BASIC LICENSE INFORMATION and the PARKING LICENSE AGREEMENT, the PARKING LICENSE AGREEMENT shall control.

PARKING LICENSE AGREEMENT

This PARKING LICENSE AGREEMENT (the "License Agreement") is made and entered into as of the 1st day of October, 2024 (the "Effective Date"), by and between EJPC, LLC, a Florida limited liability company ("Licensor"), and the CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, with an address of 117 West Duval Street, Jacksonville, Florida 32202, for and on behalf of the Jacksonville Fire and Rescue Department ("Licensee").

RECITALS

WHEREAS, Licensor owns that certain property located at 124 West Ashley Street, 225 West Ashley Street and 241 West Ashley Street, Jacksonville, Florida 32202 (the "Property"), as depicted and described on Exhibit A attached hereto; and

WHEREAS, Licensee desires a license to use and occupy the Property for as many parking spaces as are safe and reasonable and in compliance with applicable local ordinances, for the sole and limited purposes of providing parking for employees of Licensee, subject to the terms, conditions, and provisions set forth in this License Agreement, and Licensor is willing to grant such a license on the terms, conditions, and provisions set forth in this License Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee hereby agree as follows:

- 1. Recitals.** The recitals above are true and correct and incorporated herein as if fully set forth here.

- 2. License.** Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a license to use and occupy the Property (the "**License**"), subject to the terms, conditions and provisions set forth in this License Agreement, for the sole and limited purpose of providing parking spaces for employees of the Jacksonville Fire and Rescue Department (the "**Permitted Use**"). Employees designated by Licensee to park on the Property are hereinafter referred to individually as a "**Permitted Designee**" and collectively as "**Permitted Designees**".

- 3. Initial and Renewal Term and Termination.** The initial term ("**Initial Term**") of this License Agreement shall be effective on October 1, 2024 (the "**Commencement Date**"), and unless sooner terminated or extended in accordance with the terms, provisions, and conditions of this License Agreement, shall automatically terminate on

September 30, 2029 (the "Expiration Date"). Notwithstanding anything to the contrary contained in this License Agreement, (a) unless terminated as set forth below in this Section 3, the Initial Term of this License Agreement may be extended for one additional five (5) year term beginning on October 1, 2029 and automatically terminating on September 30, 2034, upon written notice from Licensee to Licensor no later than April 1, 2029 (the "Renewal Term") at the monthly license fee as set forth in Section 4 below, plus sales tax if applicable, and otherwise on the same terms and conditions set forth herein; provided, however: (b) Licensor and Licensee shall each have the right to terminate this License Agreement any time during the Initial Term and any Renewal Term upon delivering at least sixty (60) days prior written notice of such termination to the non-terminating party, provided that Licensee shall not be permitted to terminate this License Agreement as set forth in this Section 3 if it owes any monies under this License Agreement to Licensor, or is otherwise in default hereunder; and (c) in accordance with Section 122.413(c) of the City of Jacksonville Code, if alternative appropriate property owned by the City of Jacksonville becomes available for the use provided hereunder or if a sufficient annual appropriation does not occur Licensee shall have the right to terminate this License Agreement any time during the Initial Term and any Renewal Term upon delivering at least thirty (30) days' prior written notice of such termination to Licensor.

4. License Fee. As consideration for the License, beginning upon the Commencement Date and continuing thereafter each month during the Initial Term and any Renewal Term of this License Agreement, Licensee shall pay a monthly license fee (the "License Fee") to Licensor on the Commencement Date, and the first day of each subsequent month thereafter, without prior notice or demand and without deduction, as set forth below:

Period	Monthly License Fee*
10/01/2024 — 9/30/2025	\$2,300.00

* Plus sales tax (if applicable).

For each one year period after September 30, 2025, the monthly fee shall be increased by four (4) percent, as shown in the License Fee Schedule, Exhibit B, attached hereto and made a part hereof.

5. Access to Property. Licensor reserves the right, upon not less than ten (10) days' prior written notice to Licensee, to temporarily close all or a portion of the Property in order to make repairs or perform maintenance services, or to alter, modify, re-stripe or renovate the same, or if required by casualty, strike, condemnation, act of God, law or governmental requirement, or any other reason beyond Licensor's reasonable control. Licensor shall make reasonable efforts to limit the area and duration of such closures. In the event of such a closure, the License Fee hereunder shall be reduced

based upon the proration of the number of spaces which are closed in relation to the total number of spaces and based upon the duration of such closure in relation to the month for which the License Fee is applicable.

6. Rules and Regulations. In addition to the obligations and requirements of this License Agreement, Licensee agrees to comply at all times with, and will cause its Permitted Designees to comply, at all times, with Licensor's rules and regulations, provided such rules and regulations have been previously reviewed and approved by Licensee (the "**Rules and Regulations**"), provided such Rules and Regulations do not conflict with Licensee's rights otherwise granted in this License Agreement.

7. Condition and Location of Spaces. Licensee agrees to accept the Property for the Initial Term and any Renewal Term in its "AS IS" condition existing as of the Commencement Date, without any agreements, representations, understandings, or obligations on the part of Licensor to perform any alterations, repairs, or improvements therein, now or in the future and subject to the obligations of Licensee provided herein, except as may be required pursuant to applicable law, rule, regulation or ordinance. No later than the Commencement Date, Licensee will move Licensee's parking sign to the corner of the Property located at Julia and Ashley Streets and will be entitled to begin cleaning up the Property (trimming weeds, removing debris, etc.). Licensee may place markers to delineate the parking spaces and will remove such markers if requested by Licensor. During the Initial Term and any Renewal Term of this License Agreement, Licensee will be responsible for cosmetic maintenance of the parking areas within the Property, including compliance with all applicable laws, rules, regulations and ordinances, which will include any mowing, weeding, debris cleanup, maintenance of the markings for parking, maintenance of Licensee's signage, and other landscaping requirements and maintenance. Licensor will be responsible for any other maintenance and repair of the Property.

8. Use of Property. Licensee shall use the Property solely for the Permitted Use. Licensee shall not, and Licensee shall not allow its Permitted Designees to, use or store any hazardous materials on the Property (other than gasoline in vehicle fuel tanks), or materials which may increase Licensor's insurance rates, or cause a cancellation or modification of Licensor's insurance coverage. Without limitation, Licensee shall not, and Licensee shall not allow its Permitted Designees to, store any flammable, combustible, or explosive fluid, chemical, or substance on the Property, except with Licensor's prior written approval. Licensee and Licensee's Permitted Designees shall properly and at all times comply with all applicable ordinances, rules, regulations, codes, laws, statutes, and requirements of all federal, state, county, and municipal governmental bodies or their respective subdivisions, as well as any and all rules and regulations of Licensor related to use and storage of

hazardous materials on the Property in effect from time to time, including without limitation the Rules and Regulations, in connection with Licensee's and/or such Permitted Designee's use of the Property.

9. Default and Remedies.

(a) Licensee shall be in default under this License Agreement if: (i) Licensee fails to pay when due any License Fee, or any other sum of money which Licensee is obligated to pay, as provided in this License Agreement within five (5) days after written notice from Licensor; (ii) Licensee breaches any agreement, covenant or obligation in this License Agreement and such breach is not remedied within thirty (30) days after Licensor gives Licensee notice specifying the breach, or such additional time as may be reasonably necessary to cure such breach provided Licensee commences such cure within the thirty (30) day period and pursues the cure of such breach with commercially reasonable diligence; (iii) Licensee becomes insolvent or otherwise cannot pay its bills when due; (iv) Licensee files any petition or action for relief under any creditor's law (including bankruptcy, reorganization, or similar action), either in state or federal court, or has such a petition or action filed against it which is not stayed or vacated within sixty (60) days after filing; or (v) Licensee makes any transfer in fraud of creditors as defined in Section 548 of the United States Bankruptcy Code (11 U.S.C. 548, as amended or replaced), has a receiver appointed for its assets (and the appointment is not stayed or vacated within thirty (30) days), or makes an assignment for benefit of creditors.

(b) In the event of a Licensee default, Licensor, at its option, may do one or more of the following: (i) terminate this License Agreement and the License granted under this License Agreement, and recover all damages caused by Licensee's breach; (ii) bring an action for recovery of all amounts due from Licensee; (iii) deactivate all access cards (if any) issued to Licensee and/or its Permitted Designees and deny access to the Property; and/or (iv) pursue any and all other remedies available at law or in equity.

(c) All rights and remedies of Licensor are cumulative, and the exercise of any one shall not be an election excluding Licensor at any other time from exercise of a different or inconsistent remedy. No exercise by Licensor of any right or remedy granted herein shall constitute or effect a termination of this License Agreement unless Licensor shall so elect by notice delivered to Licensee. The failure of Licensor to exercise its rights in connection with this License Agreement or any breach or violation of any term, or any subsequent breach of the same or any other term, covenant or condition herein contained shall not be a waiver of such term, covenant or condition or any subsequent breach of the same or any other covenant or condition herein contained.

(d) No acceptance by Licensor of a lesser sum than the License Fee and/or other sums then due shall be deemed to be other than on account of the earliest installment of such payments due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed as accord and satisfaction, and Licensor may accept such check or payment without prejudice to Licensor's right to recover the balance of such installment or pursue any other remedy provided in this License Agreement.

(e) No payment of money by Licensee to Licensor after the expiration or termination of this License Agreement shall reinstate or extend the Initial Term or any Renewal Term, or make ineffective any notice of termination given to Licensee prior to the payment of such money. After the service of notice or the commencement of a suit, Licensor may receive and collect any sums due under this License Agreement, and the payment thereof shall not make ineffective any notice or in any manner affect any pending suit or any judgment previously obtained.

(f) Should Licensee default under this License Agreement on two (2) or more occasions during any twelve (12) month period, in addition to all other remedies available to Licensor, any notice requirements or cure periods otherwise set forth in this License Agreement with respect to a default by Licensee shall not apply.

10. Removal. Licensor shall have the right, without further notice to Licensee, its Permitted Designees, or its employees, to cause to be removed or towed, as the case may be, at Licensee's sole cost and expense, any material, item of personal property, or vehicle that is stored or parked on the Property illegally, in violation of posted signs, or in violation of this License Agreement or the Rules and Regulations.

11. Payment of Taxes. Licensee shall be liable for and shall promptly pay, in addition to and simultaneously with the payment of each License Fee, at Licensee's sole cost and expense, any and all sales, use, excise, occupancy, gross receipts, and parking taxes or charges assessed by any applicable governmental authority that may become due by reason of Licensee's entrance into this License Agreement and/or use and/or occupancy of the Property by Licensee and/or its Permitted Designees. Notwithstanding the foregoing, Licensor acknowledges and understands that Licensee is a tax-exempt government entity and shall only be obligated to pay those taxes normally assessed a tax exempt government entity of the State of Florida.

12. Notices. Unless otherwise expressly provided herein, any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally, by overnight courier with confirmation of delivery, or sent by certified or registered mail, return receipt requested, postage

prepaid, to the other party at the address below for such party, or at such other address as a party may designate by notice sent in accordance with this paragraph:

If to Licensor: EJPC, LLC
P.O. Box 10750
5738 N. Broadway (64118)
Kansas City, Missouri 64188
Attn: James R. Wiss

Copy to: Brenna M. Durden, Esq.
Lewis, Longman & Walker, P.A.
245 Riverside Avenue, Suite 510
Jacksonville, Florida 32202

If to Licensee: Jacksonville Fire and Rescue Department
515 N. Julia Street
Jacksonville, Florida 32202
Attn: Chief of Services

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

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

The parties shall notify the other of any change in address, which notification must be at least fifteen (15) days in advance of it being effective. Notices may be given on behalf of any party by such party's legal counsel.

13. Timeliness. If the deadline or date of performance for any act under the provisions of this Agreement falls on a Saturday, Sunday, or City legal holiday the date shall be extended to the next business day.

14. Insurance and Indemnity. Throughout the Initial Term and any Renewal Term, at its sole cost and expense, Licensee shall maintain and keep, for the mutual benefit of Licensor and Licensee, Commercial General Liability Insurance including any umbrella or excess commercial policy (1986 ISO Form or its equivalent), with a combined single limit, each occurrence and general aggregate of at least Two Million and No/100 Dollars (\$2,000,000.00), which policy shall insure against liability of Licensee and its permitted designees hereunder entitled to park on the Property, arising out of and in connection with use of the Property, and which shall insure the indemnity provisions contained in this License Agreement. Not more frequently than once every three (3) years, Licensor may require the limits to be increased if in its reasonable judgment the coverage is insufficient. No later than the Effective Date, and annually thereafter, Licensee shall deliver to Licensor certificates or other evidence of insurance satisfactory to Licensor within ten (10) days of expiration.

Licensee's insurance policies required by this License Agreement shall: (i) be issued by insurance companies licensed to do business in the State of Florida with a general policyholder's ratings of at least A- and a financial rating of at least VI in the most current Best's Insurance Reports; (ii) name Licensor as an additional insured as its interest may appear; (iii) provide that the insurance not be canceled, be non-renewed or have coverage materially reduced unless thirty (30) days advance notice is given to Licensor; (iv) be primary policies and non-contributing with any insurance that Licensor may carry; (v) provide that any loss shall be payable notwithstanding any act or gross negligence of Licensee or its designees hereunder entitled to park on the Property which might otherwise result in a forfeiture thereunder of such insurance or the amount of proceeds payable; (vi) have no deductible exceeding Ten Thousand and No/100 Dollars (\$10,000.00), unless approved in writing by Licensor; and (vii) be maintained during the entire Initial Term and any Renewal Term. Notwithstanding the foregoing, the Licensee is an authorized self-insurer in the State of Florida and may provide self-insurance to accommodate this paragraph. As a sovereign entity, Licensee has sovereign immunity under Section 768.28, Florida Statutes, which is not waived, altered, amended or expanded. Anything in this License Agreement to the contrary notwithstanding, Licensor hereby releases and waives unto Licensee (including all partners, stockholders, officers, directors, employees and agents thereof), its successors and assigns, and Licensee hereby releases and waives unto Licensor (including all partners, stockholders, officers, directors, employees and agents thereof), its successors and assigns, all rights to claim damages for any injury, loss, cost or damage to persons or to the Property or any other casualty, as long as the amount of such injury, loss, cost or damage has been paid either to Licensor, Licensee, or any other person, firm or corporation, under the terms of any property, general liability, or other policy of insurance, to the extent such releases or waivers are permitted under applicable law. As respects all policies of insurance carried or maintained pursuant to this License Agreement, Licensee and Licensor each waive the insurance carriers' rights of subrogation. Licensee shall indemnify and hold Licensor harmless from and against any and all claims, damages, losses, liabilities, lawsuits, costs and expenses arising out of or related to (i) any activity, work, or other thing done, permitted or suffered by Licensee and/or its Permitted Designees in or about the Property, and (ii) any breach or default by Licensee or its Permitted Designees under this License Agreement. If any action is brought against Licensor that is related to Licensee's operations, then Licensee, upon notice from Licensor, shall defend the Licensor. The provisions of this Section shall survive the expiration or earlier termination of this License Agreement. Notwithstanding anything herein contained to the contrary, the foregoing indemnification shall not act as, nor be construed to be, a waiver of any immunity or limitation of liability to which the Licensee is entitled pursuant to Section 768.28, Florida Statutes or the doctrine of sovereign immunity.

15. Assignment. This License Agreement and the License granted hereunder shall not be subleased, transferred, assigned or pledged by Licensee, by voluntary transfer, operation of law or otherwise, without the prior written consent of Licensor, which consent may be withheld, conditioned, or delayed, in Licensor's sole and absolute discretion.

16. Jury Trial Waiver/Attorneys' Fees.

(a) Licensor and Licensee each hereby irrevocably, knowingly and voluntarily waive trial by jury in any action, proceeding or counterclaim brought by any of the parties against any other or their successors in respect to any matter arising out of or in connection with this License Agreement.

(b) If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and related costs, in addition to any other relief to which that party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which party, if any, is the prevailing party in accordance with this provision.

17. Authority. Licensor and Licensee, and each of the persons executing this License Agreement on behalf of Licensor and Licensee hereby covenants and warrants that such entity has the full right and authority to enter into this License Agreement and that each of the persons signing on behalf of such entity is authorized to do so.

18. Miscellaneous.

(a) Should any clause, paragraph, sentence or section of this License Agreement be determined to be void, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the License Agreement shall not be rendered void and unenforceable as a result, but rather shall remain in full force and effect. In the event that any terms, conditions, or provisions of this License Agreement and/or the Rules and Regulations (as such are reviewed and approved by Licensee) conflict, the terms, conditions, and provisions of this License Agreement shall prevail and control, followed by the terms, conditions, and provisions of the Rules and Regulations.

(b) This License Agreement constitutes the entire agreement between the parties, and supersedes any and all previous written or oral agreements or representations between the parties regarding the subject matter hereof. This License Agreement may only be amended in a writing signed by the parties hereto.

(c) This License Agreement and all rights of Licensee hereunder are and shall be subject and subordinate at all times and in all respects to the lien of any mortgage on the Property. Such subordination and the agreement of

Licensee to attorn to any applicable mortgagee in the event that such mortgagee succeeds as the owner of the Property shall be self-operative, and no further instrument shall be required to create, perfect or preserve the superior right or lien of any such mortgage. Notwithstanding the foregoing, Licensee agrees to execute within ten (10) days after request to do so from Licensors an agreement making this License Agreement superior or subordinate to the interests of the mortgagee, agreeing to attorn to the mortgagee, agreeing to attorn to any successor Licensors, and/or containing such other agreements and covenants on Licensee's part as any applicable mortgagee may reasonably request. Licensee agrees to execute within five (5) business days after request, estoppel certificates confirming any factual matter requested by Licensors which is true and is within Licensee's knowledge regarding this License Agreement, including but not limited to: (i) the Commencement Date, (ii) the Expiration Date, (iii) the amount of License Fee due and the date to which the License Fee is paid, (iii) whether Licensee has any defenses or offsets to the enforcement of this License Agreement or the License Fee payable, (iv) any default or breach by Licensors, and (v) whether this License Agreement, together with any modifications or amendments, is in full force and effect. Licensee shall attach to such estoppel certificate copies of any modifications or amendments to this License Agreement.

(d) This License Agreement is made under the laws of the State of Florida, and any disputes that arise under or related to this License Agreement shall be governed by the laws of the State of Florida, without regard to conflicts of law principles, and the parties agree to submit to the personal jurisdiction of the courts sitting in Duval County, Florida.

(e) This License Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed and shall constitute a single, integrated original document. Signatures of this License Agreement that are transmitted by electronic means (including, without limitation, email) are valid for all purposes.

(f) Neither Licensee, nor any of its Permitted Designees shall have the right to record this License Agreement in any public records.

(g) Licensors and Licensee each warrant and represent to the other that neither party hereto has had any dealings with any broker, agent, or finder relating to this License Agreement, and each party agrees to indemnify, defend, and hold the other party harmless from and against any claim for brokerage commissions, compensation, or fees by any broker, agent, or finder in connection with this License Agreement resulting from the acts of the indemnifying party. Notwithstanding anything herein contained to the contrary, the foregoing indemnification shall not act as, nor be construed

to be, a waiver of any immunity or limitation of liability to which the Licensee is entitled pursuant to Section 768.28, Florida Statutes or the doctrine of sovereign immunity.

(h) Under no circumstances shall Licensee charge or collect more for parking than the corresponding amount then being charged by Licensor to Licensee. Any excess amounts belong solely to Licensor, and shall be paid by Licensee to Licensor immediately upon demand.

(i) Licensee is not, may not become, and shall never represent itself to be an agent of Licensor.

(j) Except for the payment of the License Fees or any other sum due from Licensee hereunder, neither party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by said party; government restrictions; or other event outside the party's reasonable control.

(k) If Licensor, or its employees, officers, directors, stockholders or partners are ordered to pay Licensee a money judgment because of Licensor's default under this License Agreement, said money judgment may only be enforced against and satisfied out of Licensor's interest in the Property. No other assets of Licensor or said other parties exculpated by the preceding sentence shall be liable for, or subject to, any such money judgment.

(l) Should Licensee fail to pay any amount due to Licensor within thirty (30) days of the date such amount is due (whether a License Fee, or any other payment obligation), then the amount due shall begin accruing interest at the rate of 18% per annum, compounded monthly, or the highest permissible rate under applicable usury law, whichever is less, until paid.

(m) Time is of the essence in the performance of all obligations under the terms of this License Agreement.

(n) The invalidity of any portion of this License Agreement shall not invalidate the remaining portions of this License Agreement.

(o) This License Agreement shall be binding upon the respective parties hereto, and upon their heirs, executors, successors and assigns.

(p) Licensee acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties except those expressed in this License Agreement, and that this License Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof.

(q) Notwithstanding any other provisions in this License Agreement, Licensor shall not be liable to Licensee for any special, consequential, incidental or punitive damages.

(r) 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 gas and radon testing may be obtained from your county health department.

(s) Nothing contained in this License Agreement shall be construed so as to confer upon any other party the rights of a third party beneficiary except rights contained herein for the benefit of Licensor's mortgagee.

(t) In no event shall this License Agreement be subject to any lien of any mortgagee of Licensee.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Licensor and Licensee have executed this License Agreement to be effective as of the Effective Date.

ATTEST:

James B. McCain, Jr., Corporation Secretary

"LICENSEE"

CITY OF JACKSONVILLE, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida, for and on behalf of the Jacksonville Fire & Rescue Department

Donna Deegan, Mayor

Date: _____


Form Approved:


By: _____

Print Name: _____

Office of General Counsel

WITNESSES:


Print name: Rebecca Clewenger


Print name: Stephanie McCain

"LICENSOR"

EJPC, LLC, a Florida limited liability company

By:  _____

Print name: James R. Wiss
Its Manager

EXHIBIT A
Legal Descriptions

Parcel 1 (241 Ashley Street W, Parcel # R-073944-0000)

LOT 1, BLOCK 69, HARTS MAP OF JACKSONVILLE. SITUATE ON THE NORTH SIDE OF ASHLEY STREET BETWEEN HOGAN AND JULIA STREETS, OF THE FORMER PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING THE SAME LANDS DESCRIBED IN DEED BOOK 1201, PAGE 236 AND OFFICIAL RECORDS BOOK 1390, PAGE 547 TOGETHER WITH EASEMENTS DESCRIBED IN DUVAL COUNTY, FLORIDA, DEED BOOK 1291, PAGE 142 AND OFFICIAL RECORDS BOOK 1390, PAGE 546 AND 547

Parcel 2 (225 Ashley Street W, Parcel # R-073946-0000)

THE WEST 43 75 FEET OF LOT 2, BLOCK 69, HART'S MAP OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

Parcel 3 (124 Ashley Street W, Parcel # R-073945-0000)

THE EAST SIXTY-ONE AND ONE-QUARTER (61- 1/4) FEET OF LOT TWO (2), BLOCK SIXTY-NINE (69), HARTS MAP OF JACKSONVILLE, BEING BOUNDED ON THE NORTH BY THE SOUTH LINE OF LOT FIVE (5), ON THE EAST BY THE WEST LINE OF LOT THREE (3), ON THE SOUTH BY THE NORTH LINE OF WEST ASHLEY STREET, AND ON THE WEST BY THE EAST LINE OF THE REMAINING WESTERLY PORTION OF SAID LOT TWO (2) IN SAID BLOCK SIXTY-NINE (69).

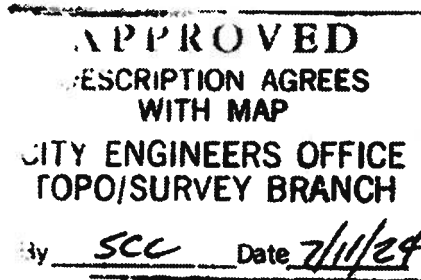




EXHIBIT B
License Fee Schedule

INITIAL TERM	BEGIN DATE	END DATE	MONTHLY LICENSE FEE	ANNUAL LICENSE FEE
YEAR - 1	10/1/2024	9/30/2025	\$2,300.00	\$27,600.00
YEAR - 2	10/1/2025	9/30/2026	\$2,392.00	\$28,704.00
YEAR - 3	10/1/2026	9/30/2027	\$2,487.68	\$29,852.16
YEAR - 4	10/1/2027	9/30/2028	\$2,587.19	\$31,046.25
YEAR - 5	10/1/2028	9/30/2029	\$2,690.67	\$32,288.10

RENEWAL TERM	BEGIN DATE	END DATE	MONTHLY LICENSE FEE	ANNUAL LICENSE FEE
YEAR - 1	10/1/2029	9/30/2030	\$2,798.30	\$33,579.62
YEAR - 2	10/1/2030	9/30/2031	\$2,910.23	\$34,922.80
YEAR - 3	10/1/2031	9/30/2032	\$3,026.64	\$36,319.72
YEAR - 4	10/1/2032	9/30/2033	\$3,147.71	\$37,772.51
YEAR - 5	10/1/2033	9/30/2034	\$3,273.62	\$39,283.41