

**AMENDED AND RESTATED LEASE AGREEMENT**

**between**

**CITY OF JACKSONVILLE,  
a Florida municipal corporation**

**as LANDLORD, and**

**THE FLORIDA THEATRE PERFORMING ARTS CENTER, INC.,  
a Florida not for profit corporation**

**as TENANT**

**DATED \_\_\_\_\_, 2023**

## BASIC LEASE INFORMATION

Effective Date: \_\_\_\_\_, 2023

Landlord: CITY OF JACKSONVILLE, a Florida municipal corporation

Tenant: THE FLORIDA THEATRE PERFORMING ARTS CENTER, INC., a Florida not for profit corporation

Premises: The building commonly known as the Florida Theatre and located at 128 E. Forsyth Street, Jacksonville, Florida 32202 (the “**Building**”). The first floor of the Premises is referred to herein as the “**Theatre Premises**” and the second, third, fourth, fifth, sixth and seventh floors are collectively referred to herein as the “**Office Premises**”. The Theatre Premises and Office Premises are collectively referred to as the “**Premises**”. The floor plans of the Premises are attached hereto as Exhibit A. The land on which the Premises is located (the “**Land**”) is described on Exhibit B. No parking spaces are being leased to Tenant under the provisions of this Lease. The Office Premises shall automatically reduce in size consistent with any License Agreements entered into by Landlord for any portion of the Office Premises, and shall increase by the same portion upon the expiration or termination of such License Agreement.

Term: The term of the Prior Lease commenced on February 13, 1985, is currently in effect on the Effective Date hereof, and the expiration date of the term of this Lease is February 12, 2035, subject to extension and earlier termination as provided in the Lease.

Extension Options: Two (2) options for consecutive terms, the first for twenty-five (25) years and the second for twenty-four (24) years. See Exhibit F.

Base Rent: \$1.00 per year.

Security Deposit: None.

Additional Rent: All sums, other than Base Rent, that Tenant may owe to Landlord or otherwise be required to pay under the Lease.

Rent: Base Rent and all Additional Rent.

Permitted Use: Tenant shall use and occupy the Theatre Premises as a historic theatre to provide arts and entertainment events for the purpose of serving the North Florida community, including artist support, ticket sales, and ancillary uses thereto, and

Tenant shall use and occupy the Office Premises for general office, administrative use and storage; all in accordance with all Laws, and for no other purpose without the prior written consent of Landlord.

Tenant's Address:	For all Notices: _____ _____ Jacksonville, FL 32202 Attention: Telephone: ( ) _____ Telecopy: ( ) _____	With a copy to: _____ _____ Attn: Telephone: ( ) _____ Telecopy: ( ) _____
Landlord's Address:	For all Notices: City of Jacksonville   Public Works c/o Public Buildings 555 W. 44 <sup>th</sup> Street Jacksonville, Florida 32208 Attn: Chief of Public Buildings Telephone: (904) 255-4341	With a copy to: City of Jacksonville   Public Works c/o Real Estate Division 214 N. Hogan Street, 10 <sup>th</sup> Floor Jacksonville, Florida 32202 Attn: Chief of Real Estate Telephone: (904) 255-8700  Office of General Counsel 117 W. Duval St., Suite 480 Jacksonville, Florida 32202 Attn: Corporate Secretary Telephone: (904) 255-5100 Fax: (904) _____

The foregoing Basic Lease Information is incorporated into and made a part of the Lease identified above. If any conflict exists between any Basic Lease Information and the Lease, then the Lease shall control.

## LEASE

This Amended and Restated Lease Agreement (this “**Lease**”) is entered into as of \_\_\_\_\_, 2023, between **CITY OF JACKSONVILLE**, a Florida municipal corporation (“**Landlord**”), and **THE FLORIDA THEATRE PERFORMING ARTS CENTER, INC.**, a Florida not for profit corporation (“**Tenant**”).

### Recitals:

**WHEREAS**, Landlord and Arts Assembly of Jacksonville, Inc. (“**Original Tenant**”) entered into that certain Lease Agreement dated as of February 13, 1985, for certain portions of the Premises, which Lease Agreement was assigned to Tenant and amended by that certain Amendment to Lease Agreement Florida Theatre dated June 13, 2016 between Landlord and Tenant (as amended, the “**Prior Lease**”).

**WHEREAS**, Tenant assumed all of Original Tenant’s rights, obligations and liabilities under the Prior Lease and is the sole tenant under the Prior Lease;

**WHEREAS**, the Prior Lease is the only agreement between Landlord and Tenant with respect to the Premises and the Prior Lease is scheduled to expire on February 12, 2035;

**WHEREAS**, Tenant desires to expand its Premises to the entire Building; and

**WHEREAS**, Landlord and Tenant wish to enter into this Lease to replace, amend and restate the Prior Lease in its entirety to reflect the foregoing and other agreements, pursuant to the terms and conditions set forth in this Lease.

**NOW, THEREFORE**, the parties agree as follows:

1. **Definitions and Basic Provisions.** The definitions and basic provisions set forth in the Basic Lease Information (the “**Basic Lease Information**”) executed by Landlord and Tenant contemporaneously herewith and the Recitals set forth above are true and correct and are incorporated herein by reference for all purposes. Additionally, the following terms shall have the following meanings when used in this Lease: “**Affiliate**” means any person or entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the party in question; “**Building’s Structure**” means the Building’s exterior walls, roof, elevator shafts, footings, foundations, structural portions of load-bearing walls, structural floors and subfloors, and structural components, columns and beams; “**Building’s Systems**” means the all systems serving the Building, including all HVAC, life-safety, sprinkler, plumbing, electrical, lighting, elevators, and mechanical systems; “**including**” means including, without limitation; “**Laws**” means all federal, state, and local laws, ordinances, rules and regulations, all court orders, governmental directives, and governmental orders and all interpretations of the foregoing, and all restrictive covenants affecting the Premises (collectively, the “**Restrictive Covenants**”), and “**Law**” shall mean any of the foregoing; and “**Tenant Party**” means any of the following: Tenant and any licensees, assignees or subtenants claiming by, through, or under Tenant; and any of their respective agents, contractors, employees, licensees, guests, and invitees.

2. **Lease Grant.** Subject to the terms and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises for the Term, subject to any License Agreements entered into by Landlord for any portion of the Office Premises.

3. **Possession; Condition of Premises.** Tenant agrees that it is currently in possession of the Premises, subject to any existing License Agreements for the Office Premises. Without limiting the foregoing, Tenant shall be deemed to have accepted the Premises in its “AS IS, WHERE IS” condition as of the Effective Date. Landlord makes no warranty or representation as to the condition of the Premises. Landlord shall not be obligated to construct or install any improvements in, on or around the Premises or the Building or provide any tenant improvement allowance to Tenant.

4. **Rent.** Tenant acknowledges and agrees that Landlord’s agreement to nominal Base Rent is in consideration for, and is induced by, Tenant’s covenant to enhance the quality of life of the citizens of the City of Jacksonville through its continued dedication to the encouragement, promotion, appreciation and enjoyment of art and entertainment by such citizens. Tenant shall timely pay Base Rent to Landlord on February 13<sup>th</sup> of each calendar year during the Term, without notice, demand, deduction or set off, by good and sufficient check drawn on a state chartered or national banking association at Landlord’s address provided for in this Lease or as otherwise specified by Landlord and shall be accompanied by all applicable state and local sales or use taxes. Landlord acknowledges that Base Rent has been paid through February 12, 2035. The obligations of Tenant to pay Rent and the obligations of Landlord under this Lease are independent obligations. Base Rent, adjusted as herein provided, shall be payable annually in advance. Tenant shall pay Additional Rent within thirty (30) days of Landlord’s demand in the same manner as Base Rent.

5. **Delinquent Payment; Handling Charges.** Landlord, in addition to all other rights and remedies available to it, may charge Tenant a fee equal to five (5%) percent of any delinquent Rent to reimburse Landlord for its cost and inconvenience incurred as a consequence of Tenant’s delinquency. In no event, however, shall the charges permitted under this Section 5 or elsewhere in this Lease, to the extent they are considered to be interest under applicable Law, exceed the maximum lawful rate of interest. Notwithstanding the foregoing, the late fee referenced above shall not be charged with respect to any payment made within ten (10) days of its due date.

6. **Historic Preservation.** Notwithstanding anything to the contrary set forth in this Lease, unless required under any applicable law, code, ordinance, or other legal requirement, Tenant shall not do anything contrary to the adequate preservation of the Premises as a historic landmark, and Tenant agrees to take commercially reasonable efforts to preserve the architectural and historical integrity of the Premises in order to protect and enhance those qualities that made the Premises eligible for listing in the National Register of Historic Places. Tenant shall take commercially reasonable efforts not to cause or permit any violation of any Restrictive Covenant.

7. **Landlord’s Obligations.**

(a) **Services.** Provided that Tenant is not in default beyond any applicable cure period, Landlord shall use reasonable efforts to furnish: (1) water for the Building at those points of supply provided for general use of Tenant; (2) heated, ventilated and refrigerated air conditioning (“HVAC”) to the Office Premises as appropriate on a 24 hour/7 days a week basis,

at such temperatures and in such normal and customary amounts for similar office spaces, provided that, heating and cooling shall conform to any governmental regulation prescribing limitations thereon (with Tenant responsible for maintenance, repair and replacement of HVAC for the Theatre Premises); (3) janitorial service to the Office Premises on weekdays, other than Holidays (Tenant being required to provide all janitorial service to the Theatre Premises); (4) elevators for ingress and egress to the floors on which the Premises is located, provided that Landlord may reasonably limit the number of operating elevators during non-Business Hours; and (5) electrical current to the Theatre Premises and Office Premises for equipment that does not require more than 110v/208v in the Premises and whose electrical energy consumption does not exceed normal usage for the Permitted Use, unless otherwise approved by Landlord. The term “**Business Hours**” as used throughout this Lease shall mean those times between 8:00 a.m. and 6:00 p.m. on weekdays (in each case other than Holidays). The term “**Holidays**” as used throughout this Lease shall mean any National, State or City holidays. Landlord does not furnish parking as a part of this Lease and no right to park on the Premises is granted by this Lease.

(b) **Excess Utility Use.** Landlord shall not be required to furnish electrical current for equipment that requires more than 110v/208v for the Premises or other equipment whose electrical energy consumption exceeds normal usage for the Permitted Use. Tenant shall not install any equipment in the Premises that requires special wiring, requires voltage in excess of Building capacity or the capacity of existing feeders, risers or wiring, or places unusual demands on the electrical, heating or air conditioning systems (collectively, “**High Demand Equipment**”) without Landlord’s prior written consent, which may be withheld in Landlord’s sole discretion. No such consent will be given if Landlord determines, in its opinion, that such equipment may not be safely used in the Premises or that the electrical service or then-existing feeders and risers are not adequate to support the equipment. Landlord’s consent may be conditioned, without limitation, upon separate metering of the High Demand Equipment and Tenant’s payment of all engineering, equipment, installation, maintenance, removal and restoration costs and utility charges associated with the High Demand Equipment and the separate meter. If any equipment, including the High Demand Equipment, used in the Premises by Tenant affect the temperature otherwise maintained by the heating and air conditioning system or otherwise overload any utility, Landlord shall have the right to install supplemental air conditioning units in the Premises with the cost of purchase, engineering, installation, operation and maintenance of the units to be paid by Tenant. All costs and expenses relating to High Demand Equipment and Landlord’s reasonable administrative costs (such as reading meters and calculating invoices) shall be Additional Rent, payable by Tenant upon demand.

(c) **Restoration of Services; No Abatement.** Landlord shall use reasonable efforts to restore any service required of it that becomes unavailable; however, such unavailability shall not render Landlord liable for any damages caused thereby, be a constructive eviction of Tenant, constitute a breach of any implied warranty, or entitle Tenant to any damages including abatement of Rent.

(d) **Utilities.** Landlord shall pay for the utilities furnished to the Premises, inclusive of electric, gas, water, sewer, and garbage collection. Landlord, at its discretion, may require Tenant to pay for such utilities as to the Theatre Premises with thirty (30) days written notice to Tenant.

8. **Improvements; Alterations; Repairs; Maintenance.**

(a) **Improvements; Alterations.** No improvements, alterations or physical additions in or to the Premises may be made without Landlord's prior written consent, which shall not be unreasonably withheld or delayed; however, Landlord may withhold its consent to any improvement, alteration or addition that would affect (in Landlord's sole and absolute discretion) the (1) Building's Structure or the Building's Systems (including the Building's restrooms or mechanical rooms), (2) exterior appearance of the Building, (3) appearance of the Building's public areas or elevator lobby areas, (4) the compliance of the Building or Building Systems with any Law, (5) the Building in a manner that would affect its status as a historic landmark. All alterations, additions, and improvements shall be constructed, maintained, and used by Tenant, at its risk and expense, in accordance with all Laws, including but not limited to Chapter 255 and Section 287.055, Florida Statutes, as applicable, and Landlord shall have the right to review and approve any applicable procurement methods utilized by Tenant to the extent required under applicable Law. Landlord's consent to or approval of any alterations, additions or improvements (or the plans therefor) shall not constitute a representation or warranty by Landlord, nor Landlord's acceptance, that the same comply with sound architectural and/or engineering practices or with all applicable Laws, and Tenant shall be solely responsible for ensuring all such compliance at its sole cost and expense.

(b) **Repairs; Maintenance.** Subject to Landlord's obligations set forth below, Tenant shall perform routine maintenance and repairs and capital improvements, repairs and replacements to the Premises as necessary to maintain the Premises in a clean, safe, good and operable condition and in compliance with all Laws, and shall not permit or allow to remain any waste or damage to any portion of the Premises. Additionally, subject to Landlord's obligations set forth below, Tenant, at its sole expense, shall repair, replace and maintain in good condition and in accordance with all Laws and the equipment manufacturer's suggested service programs, all portions of the Premises, and all areas, improvements and the Building's Systems. Tenant shall repair or replace, subject to Landlord's reasonable direction and supervision, any damage to the Building caused by a Tenant Party. If Tenant fails to make such repairs or replacements within fifteen (15) days after the occurrence of such damage, subject to Force Majeure Events, then Landlord may make the same at Tenant's cost. If any such damage occurs outside of the Premises, then Landlord may elect to repair such damage at Tenant's expense, rather than having Tenant repair such damage. The cost of all maintenance, repair or replacement work performed by Landlord under this Section 8, plus a sum equal to ten (10) percent thereof representing Landlord's administrative expense, shall be paid by Tenant to Landlord upon demand as Additional Rent.

Except as otherwise provided in this Lease, Landlord shall maintain and keep in good repair the Building's Structure (exclusive of the Marquee, which is the sole obligation of Tenant subject to Landlord approval), Building's Systems serving the Premises (exclusive of the HVAC serving the Theatre Premises). Tenant shall provide routine maintenance and repair to the interior of the Office Premises.

(c) **Performance of Work.** All work described in this Section 8 shall be performed only by contractors and subcontractors approved in writing by Landlord, which

approval shall not be unreasonably withheld, conditioned, or delayed. Without limiting the foregoing, due to the historic nature of the Theatre Premises, Tenant understands and agrees that any work to the interior of the Theatre Premises, including the plastering and painting, shall be performed by craftsmen, plasterers, painters and labors who are qualified by training and experience to perform such work. Tenant shall cause all contractors and subcontractors to procure and maintain insurance coverage naming Landlord and Landlord's property management company as additional insureds against such risks, in such amounts, and with such companies as Landlord may reasonably require. Tenant shall provide Landlord with the identities, mailing addresses and telephone numbers of all persons performing work or supplying materials prior to beginning such construction and Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable Laws. All such work shall be performed in accordance with all Laws and in a good and workmanlike manner so as not to damage the Building (including the Premises, the Building's Structure and the Building's Systems). All such work which may affect the Building's Structure or the Building's Systems must be approved by the Building's engineer of record, at Tenant's expense and, at Landlord's election, must be performed by Landlord's usual contractor for such work. All work affecting the roof of the Building must be performed by Landlord's roofing contractor and no such work will be permitted if it would affect, void or reduce the warranty on the roof.

(d) **Mechanic's Liens**. Tenant shall have no power to do any act or make any contract that may create or be the foundation of any lien, mortgage or other encumbrance upon the reversionary or other estate of Landlord, or any interest of Landlord in the Premises. NO CONSTRUCTION LIENS OR OTHER LIENS FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED TO THE PREMISES SHALL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN AND TO THE PREMISES OR THE BUILDING. All work performed, materials furnished, or obligations incurred by or at the request of a Tenant Party shall be deemed authorized and ordered by Tenant only, and Tenant shall keep the Premises and the Project free from any liens arising in connection therewith. Upon completion of any such work, Tenant shall deliver to Landlord final lien waivers from all contractors, subcontractors and materialmen who performed such work. If such a lien is filed, then Tenant shall, within ten (10) days after Landlord has delivered notice of the filing thereof to Tenant (or such earlier time period as may be necessary to prevent the forfeiture of the Premises, the Project or any interest of Landlord therein or the imposition of a civil or criminal fine with respect thereto), either (1) pay the amount of the lien and cause the lien to be released of record, or (2) diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may discharge the lien. The amount paid by Landlord to discharge the lien (whether directly or by bond), plus all reasonable administrative and legal costs incurred by Landlord, along with interest which shall accrue at the maximum lawful rate, shall be paid by Tenant to Landlord as Additional Rent upon demand. Landlord and Tenant acknowledge and agree that their relationship is and shall be solely that of "landlord-tenant" (thereby excluding a relationship of "owner-contractor," "owner-agent" or other similar relationships). Accordingly, all materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter contracting with Tenant, any contractor or subcontractor of Tenant or any other Tenant Party for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises, at any time from the date hereof until the end of the Term, are hereby charged with notice that they look exclusively to Tenant to obtain payment for



same. Nothing herein shall be deemed a consent by Landlord to any liens being placed upon the Premises, the Project or Landlord's interest therein due to any work performed by or for Tenant or deemed to give any contractor or subcontractor or materialman any right or interest in any funds held by Landlord to reimburse Tenant for any portion of the cost of such work. Tenant shall defend, indemnify and hold harmless Landlord and its agents and representatives from and against all claims, demands, causes of action, suits, judgments, damages and expenses (including attorneys' fees) in any way arising from or relating to the failure by any Tenant Party to pay for any work performed, materials furnished, or obligations incurred by or at the request of a Tenant Party. The remedies provided herein shall be in addition to all other remedies available to Landlord under this Lease or otherwise. This Section 8(d) shall survive the expiration or earlier termination of this Lease.

TENANT SHALL NOTIFY ANY CONTRACTOR PERFORMING ANY CONSTRUCTION WORK IN THE PREMISES ON BEHALF OF TENANT THAT THIS LEASE SPECIFICALLY PROVIDES THAT THE INTEREST OF LANDLORD IN THE PREMISES SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY TENANT, AND NO MECHANIC'S LIEN OR OTHER LIEN FOR ANY SUCH LABOR, SERVICES, MATERIALS, SUPPLIES, MACHINERY, FIXTURES OR EQUIPMENT SHALL ATTACH TO OR AFFECT THE STATE OR INTEREST OF LANDLORD IN AND TO THE PREMISES, THE BUILDING, OR ANY PORTION THEREOF. IN ADDITION, LANDLORD SHALL HAVE THE RIGHT TO POST AND KEEP POSTED AT ALL REASONABLE TIMES ON THE PREMISES ANY NOTICES WHICH LANDLORD SHALL BE REQUIRED SO TO POST FOR THE PROTECTION OF LANDLORD AND THE PREMISES FROM ANY SUCH LIEN. TENANT AGREES TO PROMPTLY EXECUTE SUCH INSTRUMENTS IN RECORDABLE FORM IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF FLORIDA STATUTE SECTION 713.10.

9. **Use.** Tenant shall continuously occupy and use the Premises only for the Permitted Use and shall comply with all Laws relating to the use, condition, access to, and occupancy of the Premises and will not commit waste, overload the Building's Structure or the Building's Systems or subject the Premises to use that would damage the Premises. Notwithstanding anything in this Lease to the contrary, as between Landlord and Tenant, Tenant shall, at its sole cost and expense, bear the risk of complying with the Americans With Disabilities Act of 1990, any state laws governing handicapped access or architectural barriers, and all rules, regulations, and guidelines promulgated under such laws, as amended from time to time, in the Premises. The Premises shall not be used for any use which is disreputable, creates fire hazards, or results in an increased rate of insurance on the Building or its contents, or for the storage of any Hazardous Materials (other than de minimis amounts of ordinary supplies for the Permitted Use and then only in compliance with all Laws). If, because of a Tenant Party's acts or omissions or because Tenant vacates the Premises, the rate of insurance on the Building or its contents increases, then such acts shall be an Event of Default, Tenant shall pay to Landlord the amount of such increase on demand as Additional Rent, and acceptance of such payment shall not waive any of Landlord's other rights. Tenant shall conduct its business and control each other Tenant Party so as not to create any nuisance or unreasonably interfere with other tenants or Landlord in its management of the Building.

10. **Assignment and Subletting.**

(a) **Transfers.** Tenant shall not without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion, (1) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law, (2) permit any other entity to become Tenant hereunder by merger, consolidation, or other reorganization, (3) if Tenant is an entity, other than a corporation whose stock is publicly traded, permit the transfer of an ownership interest in Tenant so as to result in a change in the current control of Tenant, (4) sublet any portion of the Premises, (5) grant any license, concession, or other right of occupancy of any portion of the Premises other than rights associated with or arising out of Tenant's Permitted Use of the Premises, or (6) permit the ongoing use of the Theatre Premises by any parties other than Tenant (any of the events listed in Section 10(a)(1) through 10(a)(6) being a "**Transfer**"). Any Transfer shall constitute an immediate Event of Default. Consent by Landlord to one or more Transfers shall not operate as a waiver of Landlord's rights as to any subsequent Transfer.

(b) **Licensing of Office Premises.** Notwithstanding anything set forth in Section 10(a) above, Tenant shall be permitted to negotiate on behalf of the City license agreements substantially in the form as authorized by Ordinance 2014-92-E ("**License Agreement**") for portions of the Office Premises at market rates reasonably determined by Tenant, subject to the review and approval of the City and subject to the following conditions are first satisfied:

(1) Prior to execution, a final draft copy of such License Agreement and such other information regarding the License Agreement as Landlord may reasonably request, shall have been delivered to Landlord for its review and approval in its sole discretion;

(2) The licensee shall only be permitted to use such subleased premises for general office use and ancillary uses thereto in accordance with all Laws;

(3) All License Agreements shall include indemnification and insurance requirements as required by the Landlord's Risk Management Division; and

(4) All License Agreements shall include rental rate as approved by Landlord and CAM charges as established by Landlord.

All License Agreements shall include a provision that the sublease is terminable by Landlord with six (6) months prior written notice by Landlord.

(c) **License Agreement Rent.** In the event that Landlord enters into a License Agreement for any portion of the Office Premises as set forth herein, Landlord shall deposit all such rent (net of expenses and exclusive of CAM charges) in the City's Florida Theatre Maintenance Trust Fund. Any funds in the Florida Theatre Maintenance Trust Fund shall be the property of Landlord and shall be used exclusively to fund Capital Improvements at the Theatre Premises. The term "**Capital Improvements**" shall mean all work (including labor, materials and supplies) determined to be necessary or advisable by Landlord, in consultation with Tenant, for the improvement of the Theatre Premises and the structures, surfaces, fixtures, equipment and other components thereof, including permanent structural improvements or restoration of some

aspects of the Theatre Premises that will enhance the Theatre Premises' overall value, increase useful life, or put the Theatre Premises in better operating condition; upgrades or modifications; improvements that enhance value in the nature of a betterment; improvements that improve the quality, strength, capacity or efficiency of the Theatre Premises; or improvements that ameliorate a material condition or defect.

(d) **No Release**. Notwithstanding any Transfer, permitted or otherwise, Tenant shall at all times remain directly, primarily and fully responsible and liable for the payment of the rent specified in this Lease and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Upon the occurrence of an Event of Default, if the Premises or any part thereof are then licensed or sublet, Landlord, in addition to any other remedies provided in this Lease or provided by law, may, at its option, collect directly from such licensee or subtenant all rents due and becoming due to Tenant under such license or sublease and apply such rent against any sums due to Landlord from Tenant under this Lease or use the same for Capital Projects, and no such collection or use shall be construed to constitute a novation or release of Tenant from the further performance of Tenant's obligations under this Lease.

11. **Insurance and Indemnity.**

(a) **Insurance**. See **Exhibit D** for the insurance requirements of Tenant and its contractors.

(b) **Indemnity**. See **Exhibit E** for the indemnification requirements of Tenant.

12. **Rules and Regulations**. Tenant shall comply with the rules and regulations for the Premises that are attached hereto as **Exhibit C**. Landlord may, from time to time, change such rules and regulations for the safety, care, or cleanliness of the Project and related facilities, provided that such changes will not unreasonably interfere with Tenant's use of the Premises. Tenant shall be responsible for the compliance with such rules and regulations by each Tenant Party.

13. **Condemnation.**

(a) **Total Taking**. If the entire Building or Premises are taken by right of eminent domain or conveyed in lieu thereof (a "**Taking**"), this Lease shall terminate as of the date of the Taking.

(b) **Partial Taking - Tenant's Rights**. If any part of the Building becomes subject to a Taking and such Taking will prevent Tenant from conducting on a permanent basis its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within 30 days after the Taking, and Base Rent shall be apportioned as of the date of such Taking. If Tenant does not terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Premises rendered untenable by the Taking.

(c) **Partial Taking - Landlord's Rights**. If any material portion, but less than all, of the Building becomes subject to a Taking, then Landlord may terminate this Lease by delivering written notice thereof to Tenant within 30 days after such Taking, and Base Rent shall

be apportioned as of the date of such Taking. If Landlord does not so terminate this Lease, then this Lease will continue, but if any portion of the Premises has been taken, Rent shall abate as provided in the last sentence of Section 13(b).

(d) **Temporary Taking.** If all or any portion of the Premises becomes subject to a Taking for a limited period of time, this Lease shall remain in full force and effect and Tenant shall continue to perform all of the terms, conditions and covenants of this Lease, including the payment of Base Rent and all other amounts required hereunder. Landlord shall be entitled to the entire award for any such temporary condemnation or other taking. If any such temporary condemnation or other taking terminates prior to the expiration of the Term, Tenant shall restore the Premises as nearly as possible to the condition prior to the condemnation or other taking, at Tenant's sole cost and expense; provided that, Tenant shall receive the portion of the award attributable to such restoration.

(e) **Award.** If any Taking occurs, then Landlord shall receive the entire award or other compensation for the Land, the Building, and other improvements taken; however, Tenant may separately pursue a claim (to the extent it will not reduce Landlord's award) against the condemnor for the value of Tenant's personal property which Tenant is entitled to remove under this Lease, moving costs, loss of business, and other claims it may have.

14. **Fire or Other Casualty.**

(a) **Repair Estimate.** If the Premises or the Building are damaged by fire or other casualty (a "**Casualty**"), Landlord shall, within ninety (90) days after such Casualty, deliver to Tenant a good faith estimate (the "**Damage Notice**") of the time needed to repair the damage caused by such Casualty.

(b) **Tenant's Rights.** If a material portion of the Premises is damaged by Casualty such that Tenant is prevented from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Casualty and Landlord estimates that the damage caused thereby cannot be repaired within one hundred and eighty (180) days after the commencement of repairs (the "**Repair Period**"), then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant.

(c) **Landlord's Rights.** If a Casualty damages the Premises or a material portion of the Building and (1) Landlord estimates that the damage to the Premises cannot be repaired within the Repair Period, (2) the damage to the Premises exceeds 50% of the replacement cost thereof (excluding foundations and footings), as estimated by Landlord, (3) regardless of the extent of damage to the Premises, the damage is not fully covered by Landlord's insurance policies or Landlord makes a good faith determination that restoring the Building would be uneconomical, or (4) for any other reason in Landlord's reasonable discretion, then Landlord may terminate this Lease by giving written notice of its election to terminate to Tenant.

(d) **Repair Obligation.** If neither party elects to terminate this Lease following a Casualty, then Landlord shall, within a reasonable time after such Casualty, begin to repair the Premises and shall proceed with reasonable diligence to restore the Premises to substantially the

same condition as existed immediately before such Casualty; however, Landlord shall not be required to repair or replace any improvements, alterations or betterments within the Premises (which shall be promptly and with due diligence repaired and restored by Tenant at Tenant's sole cost and expense) or any furniture, equipment, trade fixtures or personal property of Tenant or others in the Premises or the Building, and Landlord's obligation to repair or restore the Premises shall be limited to the extent of the insurance proceeds actually received by Landlord for the Casualty in question. If this Lease is terminated under the provisions of this Section 14, Landlord shall be entitled to the full proceeds of the insurance policies providing coverage for all alterations, improvements and betterments in the Premises (and, if Tenant has failed to maintain insurance on such items as required by this Lease, Tenant shall pay Landlord an amount equal to the proceeds Landlord would have received had Tenant maintained insurance on such items as required by this Lease).

(e) **Abatement of Rent.** If the Premises are damaged by Casualty, Rent for the portion of the Premises rendered untenable by the damage shall be abated on a reasonable basis from the date of damage until the completion of Landlord's repairs (or until the date of termination of this Lease by Landlord or Tenant as provided above, as the case may be), unless a Tenant Party caused such damage, in which case, Tenant shall continue to pay Rent without abatement.

15. **Personal Property Taxes.** Tenant shall be liable for all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in the Premises or in or on the Building or Project. If any taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of such personal property, furniture or fixtures and Landlord elects to pay the taxes based on such increase, then Tenant shall pay to Landlord, within thirty (30) days following written request therefor, the part of such taxes for which Tenant is primarily liable hereunder; however, Landlord shall not pay such amount if Tenant notifies Landlord that it will contest the validity or amount of such taxes before Landlord makes such payment, and thereafter diligently proceeds with such contest in accordance with Law and if the non-payment thereof does not pose a threat of loss or seizure of the Project or interest of Landlord therein or impose any fee or penalty against Landlord.

16. **Events of Default.** Each of the following occurrences shall be an "Event of Default":

(a) **Payment Default.** Tenant's failure to pay Rent on or before the tenth (10<sup>th</sup>) day after such payment is due consistent with Section 4 of this Lease;

(b) **Abandonment.** Tenant (1) abandons or vacates the Premises or any substantial portion thereof, or (2) fails to continuously operate its business in the Premises;

(c) **Estoppel.** Tenant fails to provide an estoppel certificate after Landlord's written request therefor pursuant to Section 25(d) and such failure shall continue for five (5) business days after Landlord's second written notice thereof to Tenant;

(d) **Insurance.** Tenant fails to procure, maintain and deliver to Landlord evidence of the insurance policies and coverages as required under Section 11(a) and such failure shall continue for five (5) business days after Landlord's written notice thereof to Tenant;

(e) **Mechanic's Liens.** Tenant fails to pay and release of record, or diligently contest and bond around, any mechanic's lien filed against the Premises or the Project for any work performed, materials furnished, or obligation incurred by or at the request of Tenant, within the time and in the manner required by Section 8(d);

(f) **Other Defaults.** Tenant's failure to perform, comply with, or observe any other agreement or obligation of Tenant under this Lease and the continuance of such failure for a period of more than thirty (30) days after Landlord has delivered to Tenant written notice thereof; and

(g) **Insolvency.** The filing of a petition by or against Tenant (the term "Tenant" shall include, for the purpose of this Section 16(g), any guarantor of Tenant's obligations hereunder) (1) in any bankruptcy or other insolvency proceeding; (2) seeking any relief under any state or federal debtor relief law; (3) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease; (4) for the reorganization or modification of Tenant's capital structure; or (5) in any assignment for the benefit of creditors proceeding; however, if such a petition is filed against Tenant, then such filing shall not be an Event of Default unless Tenant fails to have the proceedings initiated by such petition dismissed within ninety (90) days after the filing thereof.

Any notice periods provided for under this Section 16 shall run concurrently with any statutory notice periods and any notice given hereunder may be given simultaneously with or incorporated into any such statutory notice.

17. **Remedies.** Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any one or more of the following actions:

(a) **Termination of Lease.** Terminate this Lease by giving Tenant written notice thereof, in which event Tenant shall immediately surrender possession of the Premises to Landlord for Landlord's account, and pay to Landlord the sum of (1) all accrued Rent and other sums hereunder required to be paid through the date of termination, and (2) all amounts due under Section 18(a);

(b) **Termination of Possession.** Terminate Tenant's right to possess the Premises without terminating this Lease by giving written notice thereof to Tenant, in which event Tenant shall immediately surrender possession of the Premises to Landlord for Tenant's account and pay to Landlord (1) all Rent and other amounts accrued hereunder to the date of termination, (2) all amounts due from time to time under Section 18(a), and (3) all Rent and other net sums required hereunder to be paid by Tenant during the remainder of the Term, diminished by any net sums thereafter received by Landlord through reletting the Premises during such period, after deducting all costs incurred by Landlord in reletting the Premises. If Landlord elects to proceed under this Section 17(b), Landlord may remove all of Tenant's property from the Premises and

store the same in a public warehouse or elsewhere at the cost of, and for the account of, Tenant, without becoming liable for any loss or damage which may be occasioned thereby. Landlord shall use reasonable efforts to relet the Premises on such terms as Landlord in its sole discretion may determine (including a term different from the Term, rental concessions, and alterations to, and improvement of, the Premises); however, Landlord shall not be obligated to relet the Premises before leasing other portions of the Building and Landlord shall not be obligated to accept any prospective tenant proposed by Tenant unless such proposed tenant meets all of Landlord's leasing criteria. Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or to collect rent due for such reletting. Tenant shall not be entitled to the excess of any consideration obtained by reletting over the Rent due hereunder. Reentry by Landlord in the Premises shall not affect Tenant's obligations hereunder for the unexpired Term; rather, Landlord may, from time to time, bring an action against Tenant to collect amounts due by Tenant, without the necessity of Landlord's waiting until the expiration of the Term. Unless Landlord delivers written notice to Tenant expressly stating that it has elected to terminate this Lease, all actions taken by Landlord to dispossess or exclude Tenant from the Premises shall be deemed to be taken under this Section 17(b). If Landlord elects to proceed under this Section 17(b), it may at any time elect to terminate this Lease under Section 17(a);

(c) **Perform Acts on Behalf of Tenant.** Perform any act Tenant is obligated to perform under the terms of this Lease and enter upon the Premises in connection therewith if necessary, without being liable for any claim for damages therefor. Except in the case of an emergency (as determined in the Landlord's sole judgment), Landlord shall telephone Tenant prior to entering the Premises. In all events, Tenant shall reimburse Landlord on demand for any actual, out-of-pocket expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease (including, but not limited to, collection costs and reasonable legal expenses), plus interest thereon at the maximum rate permitted by law; or

(d) **Acceleration.** Accelerate and declare all Rent and other sums due and to become due under this Lease immediately due and payable, and bring suit for the collection thereof and for the applicable damages as described in Section 18(a), without entering into possession of the Premises or terminating this Lease.

18. **Payment by Tenant; Non-Waiver; Cumulative Remedies.**

(a) **Payment by Tenant.** Upon any Event of Default, Tenant shall pay to Landlord all actual, out-of-pocket costs incurred by Landlord (including court costs and reasonable attorneys' fees and expenses) in (1) obtaining possession of the Premises, (2) removing and storing Tenant's or any other occupant's property, (3) repairing, restoring, altering, remodeling, or otherwise putting the Premises into condition as of the date of this Lease, subject to ordinary wear and tear, (4) if Tenant is dispossessed of the Premises and this Lease is not terminated, reletting all or any part of the Premises (including brokerage commissions, cost of tenant finish work, and other costs incidental to such reletting), (5) performing Tenant's obligations which Tenant failed to perform, and (6) enforcing, or advising Landlord of, its rights, remedies, and recourses arising out of the default. To the full extent permitted by law, Landlord and Tenant agree the state courts of the State of Florida shall have exclusive jurisdiction over any matter relating to or arising from this Lease and the parties' rights and obligations under this Lease.

(b) **No Waiver.** Landlord's acceptance of Rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such term. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due.

(c) **Cumulative Remedies.** Any and all remedies set forth in this Lease: (1) shall be in addition to any and all other remedies Landlord may have at law or in equity, (2) shall be cumulative, and (3) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future. Additionally, Tenant shall defend, indemnify and hold harmless Landlord, and its representatives and agents from and against all claims, demands, suits, actions, losses, damages, injuries, liabilities, causes of action, judgments, fines, penalties, costs and expenses of whatsoever kind or nature (including attorneys' fees at all tribunal levels) arising from Tenant's failure to perform its obligations under this Lease. This Section 18(c) shall survive the expiration or earlier termination of this Lease.

19. **Landlord's Lien.** In addition to any statutory landlord's lien, now or hereafter enacted, Tenant grants to Landlord, to secure performance of Tenant's obligations hereunder, a security interest in all of Tenant's property situated in or upon, or used in connection with, the Premises, and all proceeds thereof (except merchandise sold in the ordinary course of business) (collectively, the "**Collateral**"), and the Collateral shall not be removed from the Premises or the Project without the prior written consent of Landlord until all obligations of Tenant have been fully performed. Such personalty thus encumbered includes specifically all trade and other fixtures for the purpose of this Section 19 and inventory, equipment and contract rights. Upon the occurrence of an Event of Default, Landlord may, in addition to all other remedies, without notice or demand except as provided below, exercise the rights afforded to a secured party under the Uniform Commercial Code of the state in which the Premises are located (the "**UCC**"). To the extent the UCC requires Landlord to give to Tenant notice of any act or event and such notice cannot be validly waived before a default occurs, then five (5) days' prior written notice thereof shall be reasonable notice of the act or event. In order to perfect such security interest, Landlord may file any financing statement or other instrument at Tenant's expense at the state and county Uniform Commercial Code filing offices. Tenant grants to Landlord a power of attorney to execute and file any financing statement or other instrument necessary to perfect Landlord's security interest under this Section 19, which power is coupled with an interest and is irrevocable during the Term. Landlord may also file a copy of this Lease as a financing statement to perfect its security interest in the Collateral. Within ten (10) business days following written request therefor, Tenant shall execute financing statements to be filed of record to perfect Landlord's security interest in the Collateral.

20. **Surrender of Premises.** No act by Landlord shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it is in writing and signed by Landlord. At the expiration or termination of this Lease, Tenant shall deliver to Landlord the Premises with all improvements located therein in good repair



and condition, free of Hazardous Materials placed on the Premises during the Term, broom-clean, reasonable wear and tear (and condemnation and Casualty damage not caused by Tenant, as to which Sections 13 and 14 shall control) excepted, and shall deliver to Landlord all keys to the Premises. Provided that Tenant has performed all of its obligations hereunder, Tenant may remove all unattached trade fixtures, furniture, and personal property placed in the Premises or elsewhere in the Building by Tenant (but Tenant may not remove any such item which was paid for, in whole or in part, by Landlord or any wiring or cabling unless Landlord requires such removal). Additionally, at Landlord's option, Tenant shall remove such alterations, additions, improvements, trade fixtures, personal property, equipment, wiring, conduits, cabling, and furniture as Landlord may request; however, Tenant shall not remove any addition, alteration or improvement to the Premises or the Project unless Landlord has specifically directed Tenant in writing that the improvement, alteration or addition in question be removed. Tenant shall repair all damage caused by such removal. All items not so removed shall, at Landlord's option, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items; any such disposition shall not be considered a strict foreclosure or other exercise of Landlord's rights in respect of the security interest granted under Section 19. The provisions of this Section 20 shall survive the expiration or earlier termination of this Lease. Notwithstanding anything to the contrary contained herein, if Landlord removes Tenant's fixtures, personal property, equipment, furniture, conduits and cabling (the "**Fixtures**"), Tenant shall be responsible for any costs or expenses incurred by Landlord to alter, remove and/or dispose of the Fixtures.

21. **Holding Over.** If Tenant fails to vacate the Premises at the end of the Term, then Tenant shall be a tenant at sufferance and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over, (a) Tenant shall pay, in addition to the other Rent including Additional Rent, Base Rent equal to 125% of the fair market value rent for similar space in Downtown Jacksonville as determined by Landlord in its sole but reasonable discretion, and (b) Tenant shall otherwise continue to be subject to all of Tenant's obligations under this Lease. The provisions of this Section 21 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including any claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits to Landlord resulting therefrom. This Section 21 shall survive the expiration or earlier termination of this Lease.

22. **Certain Rights Reserved by Landlord.** Landlord shall have the following rights:

(a) **Building Operations.** To make inspections, repairs, alterations, additions, changes, or improvements, whether structural or otherwise, in and about the Premises, or any part thereof; to enter upon the Premises and, during the continuance of any such work, to temporarily close doors, entryways, public space, and corridors in the Building; to interrupt or temporarily suspend Building services and facilities; and to change the arrangement and location of entrances or passageways, doors, and doorways, corridors, elevators, stairs, restrooms, or other public parts of the Building, provided that Landlord shall take reasonable measures in an effort to not unreasonably interfere with Tenant's occupancy or use of the Premises;

(b) **Naming Rights.** For the term of this Lease, inclusive of any extension options, the Building shall be named the “Florida Theater” and shall only be changed upon the mutual agreement of the Landlord and Tenant.

(b) **Right of Entry.** To enter the Premises at all reasonable hours upon advanced twenty-four (24) hours’ notice (which may be oral notice, except in cases of real or apparent emergency, in which case no notice shall be required) for any reasonable purpose, including to show the Premises to prospective purchasers or lenders, to inspect same, and to perform any of Landlord’s rights or obligations under this Lease;

(c) **Prospective Tenants.** At any time during the last 12 months of the Term (or earlier if Tenant has notified Landlord in writing that it does not desire to renew the Term) or at any time following the occurrence of an Event of Default, to enter the Premises during normal Business Hours to show the Premises to prospective tenants; and

(d) **Landlord Events.** In addition to all of Landlord’s other rights set forth in this Lease, Landlord shall have the right to use the Theatre Premises for twelve (12) events each year during the Term as the same may be extended (each, a “**Landlord Event**”). Landlord shall provide written notice to Tenant at least thirty (30) days prior to any Landlord Event setting forth the proposed date of the Landlord Event and identifying the nature of the event, the areas of the Theatre Premises to be used, the expected attendance, and any special security or other arrangements that are anticipated. Within five (5) calendar days of such notice, Tenant shall deliver written confirmation to Landlord that the date is reserved for such Landlord Event or identify in writing in reasonable detail the event that Tenant already had scheduled for such date. Tenant’s failure to respond to Landlord’s notice in the foregoing manner shall be deemed a confirmation that the proposed date is reserved for such Landlord Event. Without limiting the foregoing, the parties agree that Tenant’s only basis for refusing a proposed Landlord Event shall be a conflict with a previously scheduled event for such date in the Theatre Premises. In connection with any Landlord Event, Landlord shall be responsible for all of Tenant’s actual out-of-pocket costs and other fees (exclusive of any use or rental fees) charged by Tenant to other users for similar events. Landlord shall reimburse Tenant for such actually incurred out-of-pocket costs and other fees according to the then-current rate charged by Tenant for similar events within thirty (30) days of an invoice from Tenant detailing such expenses and fees.

23. **Miscellaneous.**

(a) **Right of First Refusal.**

(1) If Landlord intends to offer the Premises for sale to a third party or if Landlord receives an offer from a third party to purchase the Premises on terms acceptable to Landlord, Landlord will first offer Tenant the right to purchase the Premises by sending to Tenant a written notice of the specific terms of the offer to sell or purchase. The offer will include the purchase price (the “**Offering Amount**”), payment terms, conditions of title, costs of escrow and other relevant terms (the “**Notice**”). Tenant will have thirty (30) days after the date of receipt of the Notice from Landlord (the “**Election Period**”) to exercise its right to purchase by providing written notice thereof to Landlord (the “**Election**”).

**Notice**”). If Tenant exercises the right to purchase, the closing will occur within sixty (60) days after the date of Tenant's Election Notice, absent agreement by Landlord and Tenant to a different schedule. If Tenant does not elect to accept the offer or fails to provide notice within the Election Period, Landlord may offer to sell the Premises to a third party on substantially the terms and conditions provided in Landlord's Notice to Tenant. If Landlord does not complete the sale on substantially the terms in the Notice to Tenant (for not less than ninety percent (90%) of the Offering Amount) within two hundred seventy (270) days of the date of expiration of the Election Period, and if Landlord subsequently elects to offer the Premises for sale, Landlord must again comply with the terms of this Section and Tenant will again have the right of first offer in this Section.

(2) If Tenant so elects, Landlord will enter into a Memorandum of Right of First Refusal in form and substance reasonably satisfactory to Landlord, which will be prepared and recorded by Tenant at its sole cost and expense.

(b) **Landlord's Liability**. The liability of Landlord to Tenant (or any person or entity claiming by, through or under Tenant) for any default by Landlord under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Premises and/or other areas of the Building shall be limited to Tenant's actual direct, but not consequential, damages therefor and shall be subject to the limitations and provisions of Section 768.28, Florida Statutes (which provisions are not waived, altered or expanded).

(c) **Force Majeure**. Other than for Tenant's obligations under this Lease that can be performed by the payment of money (e.g., payment of Rent, maintenance of insurance, etc.), whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations, or restrictions, which are beyond the control of such party (a "**Force Majeure Event**"); provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay and shall be proximately caused by such Force Majeure Event, and in no event shall any of the foregoing excuse any financial liability of a party.

In the event of any delay or nonperformance resulting from a Force Majeure Event, the party affected shall notify the other in writing within ten (10) calendar days of such party's actual notice of the delay caused by the Force Majeure Event. Such written notice shall describe the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected, and shall describe the actions reasonably taken to minimize the impact thereof.

(d) **Brokerage**. Each party hereto hereby represents and warrants to the other that in connection with this Lease, the party so representing and warranting has not dealt with any real estate broker, agent or finder, and that no broker initiated has participated in the negotiation of this Lease or is entitled to any commission in connection with this Lease. Each party hereto will indemnify the other against any inaccuracy in such party's representation; provided, however, the Landlord's indemnity shall be subject to the limitations and provisions of Section 768.28,

Florida Statutes (which provisions are not waived, altered or expanded). This Section 25(d) shall survive the expiration or earlier termination of this Lease.

(d) **Estoppel Certificates.** From time to time, but no more than once every six (6) months, Tenant shall furnish to any party designated by Landlord, within ten (10) business days after Landlord has made a request therefor, a certificate signed by Tenant confirming and containing such factual certifications and representations as to this Lease as Landlord may reasonably request. The form of estoppel certificate to be signed by Tenant shall be prepared by Landlord. If Tenant does not deliver to Landlord the certificate signed by Tenant within such required time period, Landlord, and any prospective purchaser, may conclusively presume and rely upon the following facts: (1) this Lease is in full force and effect, (2) the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord, (3) the status of Base Rent and due dates; (4) there are no claims against Landlord nor any defenses or rights of offset against collection of Rent or other charges, and (5) Landlord is not in default under this Lease. In such event, Tenant shall be estopped from denying the truth of the presumed facts.

(e) **Notices.** All notices and other communications given pursuant to this Lease shall be in writing and shall be (1) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified in the Basic Lease Information, (2) hand delivered to the intended addressee, or (3) sent by a nationally recognized overnight courier service. All notices shall be effective upon delivery to the address of the addressee, except if a party fails or refuses to collect certified mail. In that instance, the notice shall be effective on the date the second delivery is attempted, whether or not the party collects the certified mail after the second delivery attempt. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision. 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.

(f) **Severability.** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

(g) **Amendments; Binding Effect; No Electronic Records.** This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord, and no custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease is for the sole benefit of Landlord and Tenant, and, no third party shall be deemed a third party beneficiary hereof.

(h) **Quiet Enjoyment.** Provided Tenant has performed all of its obligations hereunder, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without

hindrance from Landlord or any party claiming by, through, or under Landlord, but not otherwise, subject to the terms and conditions of this Lease.

(i) **No Merger.** There shall be no merger of the leasehold estate hereby created with the fee estate in the Premises or any part thereof if the same person acquires or holds, directly or indirectly, this Lease or any interest in this Lease and the fee estate in the leasehold Premises or any interest in such fee estate.

(j) **No Offer.** The submission of this Lease to Tenant shall not be construed as an offer, and Tenant shall not have any rights under this Lease unless Landlord executes a copy of this Lease and delivers it to Tenant.

(k) **Entire Agreement.** This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Lease or any exhibits or amendments hereto.

(l) **Waiver of Jury Trial.** **TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.**

(m) **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Florida.

(n) **Recording.** Tenant shall not record this Lease or any memorandum of this Lease without the prior written consent of Landlord, which consent may be withheld or denied in the sole and absolute discretion of Landlord, and any recordation by Tenant shall be a material breach of this Lease. Tenant grants to Landlord a power of attorney to execute and record a release releasing any such recorded instrument of record that was recorded in violation of this provision.

(o) **Joint and Several Liability.** If Tenant is comprised of more than one party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease. All unperformed obligations of Tenant hereunder not fully performed at the end of the Term shall survive the expiration or earlier termination of this Lease, including payment obligations with respect to Rent and all obligations concerning the condition and repair of the Premises.

(p) **Financial Reports.** Within fifteen (15) days after Landlord's request, Tenant will furnish Tenant's most recent audited financial statements (including any notes to them) to Landlord, or, if no such audited statements have been prepared, such other financial statements (and notes to them) as may have been prepared by an independent certified public accountant or,

failing those, Tenant's internally prepared financial statements. If Tenant is a publicly traded corporation, Tenant may satisfy its obligations hereunder by providing to Landlord Tenant's most recent annual and quarterly reports. Tenant will discuss its financial statements with Landlord and, following the occurrence of an Event of Default hereunder, will give Landlord access to Tenant's books and records in order to enable Landlord to verify the financial statements. Tenant shall not be required to deliver the financial statements required under this Section more than once in any twelve (12) month period unless an Event of Default occurs.

(q) **Landlord's Fees.** Whenever Tenant requests Landlord to take any action not required of it hereunder or give any consent required or permitted under this Lease, Tenant will reimburse Landlord for Landlord's reasonable, out-of-pocket costs payable to third parties and incurred by Landlord in reviewing the proposed action or consent, including reasonable attorneys', engineers' or architects' fees, within thirty (30) days after Landlord's delivery to Tenant of a statement of such costs. Tenant will be obligated to make such reimbursement without regard to whether Landlord consents to any such proposed action.

(r) **Telecommunications.** Tenant and its telecommunications companies, including local exchange telecommunications companies and alternative access vendor services companies, shall have no right of access to and within the Building, for the installation and operation of telecommunications systems, including voice, video, data, Internet, and any other services provided over wire, fiber optic, microwave, wireless, and any other transmission systems ("**Telecommunications Services**"), for part or all of Tenant's telecommunications within the Building and from the Building to any other location without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. All providers of Telecommunications Services shall be required to comply with the rules and regulations of the Building, applicable Laws and Landlord's policies and practices for the Building. Tenant acknowledges that Landlord shall not be required to provide or arrange for any Telecommunications Services and that Landlord shall have no liability to any Tenant Party in connection with the installation, operation or maintenance of Telecommunications Services or any equipment or facilities relating thereto. Tenant, at its cost and for its own account, shall be solely responsible for obtaining all Telecommunications Services.

(s) **Notice Concerning Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a structure in sufficient quantities, may present health risks to persons who are exposed to it. Levels of radon that exceed Federal and State guidelines have been found in buildings in the State of Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit. Landlord makes no representation to Tenant concerning the presence or absence of radon gas in the Premises or the Building at any time or in any quantity. By executing this Lease, Tenant expressly releases Landlord from any loss, claim, liability, or damage now or hereafter arising from or relating to the presence at any time of such substances in the Premises or the Building.

(t) **No Right to Terminate.** Tenant hereby waives the remedies of termination and rescission and hereby agrees that Tenant's sole remedies for Landlord's default hereunder and for breach of any promise or inducement shall be limited to a suit for injunction.

(u) **No Liability for Crimes.** Landlord makes no representations or warranties with respect to crime in the area, undertakes no duty to protect against criminal acts and shall not be liable for any injury, wrongful death or property damage arising from any criminal acts. Landlord may, from time to time, employ security personnel and equipment, however, such personnel and equipment are only for the protection of Landlord's property. Landlord reserves the right, in its sole discretion, to start, alter or terminate any such security services without notice. Tenant is urged to provide security for its invitees, its own personnel, and property as it deems necessary. Tenant is urged to obtain insurance to protect against criminal acts.

(v) **Authority.** Tenant (if a corporation, partnership or other business entity) hereby represents and warrants to Landlord that Tenant is a duly formed and existing entity qualified to do business in the State of Florida, that Tenant has full right and authority to execute and deliver this Lease, and that each person signing on behalf of Tenant is authorized to do so. Landlord hereby represents and warrants to Tenant that Landlord is a municipal corporation, that Landlord has full right and authority to execute and deliver this Lease, and that each person signing on behalf of Landlord is authorized to do so. The Mayor and Corporation Secretary shall have the authority to terminate this Lease under any circumstances wherein Landlord has a legal right to terminate this Lease in accordance with the provisions hereof.

(w) **Hazardous Materials.** The term "Hazardous Materials" means any substance, material, or waste which is now or hereafter classified or considered to be hazardous, toxic, or dangerous under any Law relating to pollution or the protection or regulation of human health, natural resources or the environment, or poses or threatens to pose a hazard to the health or safety of persons on the Premises or in the Project. Tenant shall not use, generate, store, or dispose of, or permit the use, generation, storage or disposal of Hazardous Materials on or about the Premises or the Project except in a manner and quantity necessary for the ordinary performance of Tenant's business, and then in compliance with all Laws. If Tenant breaches its obligations under this Section, Landlord may immediately take any and all action reasonably appropriate to remedy the same, including taking all appropriate action to clean up or remediate any contamination resulting from Tenant's use, generation, storage or disposal of Hazardous Materials. Tenant shall defend, indemnify, and hold harmless Landlord and its representatives and agents from and against any and all claims, demands, liabilities, causes of action, suits, judgments, damages and expenses (including reasonable attorneys' fees and cost of clean up and remediation) arising from Tenant's failure to comply with the provisions of this Section. This Section shall survive the expiration or earlier termination of this Lease.

(x) **Sovereign Immunity.** Notwithstanding anything in this Lease to the contrary, the Landlord 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 Landlord as set forth therein. Nothing in this Agreement shall be construed as a waiver of Landlord's sovereign immunity limit beyond the waiver provided in Section 768.28, Florida Statutes.

(y) **Right to Terminate.** Landlord shall have the right to terminate this Lease immediately upon written notice to Tenant and without penalty if Landlord determines in its

reasonable discretion that (i) there are circumstances that threaten the public health or safety, or (ii) this Lease creates an adverse impact on the Landlord's tax-exempt bond status.

(z) **No Warranties; Liability.** Notwithstanding anything to the contrary set forth in this Lease, pursuant to Section 122.428, Ordinance Code of the City of Jacksonville, Tenant expressly acknowledges that it has not relied and will not rely upon any experience, awareness or expertise of Landlord or any of Landlord's employees, agents or contractors and neither Landlord nor any of Landlord's employees, agents or contractors has made any representations or warranties, regarding (i) the feasibility of Tenant's use or the current or ongoing quality or conditions of the improvements or their suitability for Tenant's purposes, (ii) the competence or qualifications of any third party furnishing services, labor or materials whether or not Landlord has approved the contract for the third party activities, (iii) any other matter related to the Premises or the use or occupancy thereof, and/or (iv) any responsibilities of Landlord other than Tenant's quiet enjoyment of the Premises. Landlord shall not be liable to Tenant for any damages arising from Tenant's use of the Project, Building or other improvements, whether economic, noneconomic, general or special, incidental or consequential, statutory, or otherwise, arising out of the presence or operation of Tenant's activities on, in or about the Project. Tenant acknowledges that this Section is a condition precedent to Landlord entering into this Lease.

(aa) **Loading Zone.** Landlord anticipates certain improvements may be made to Forsyth Street adjacent to the northern boundary of the Premises. In connection therewith, Landlord agrees Tenant shall have the continued use of the Loading Zone area substantially as set forth on **Exhibit G** attached hereto until final completion of such improvements.

(bb) **Effective Date.** This Lease shall become effective on the Effective Date. This Lease is only a modification and restatement of the Prior Lease as of the Effective Date and does not serve as a termination of the Prior Lease which is in all respects ratified and confirmed to be in full force and effect as amended hereby.

(cc) **Oversight Department.** The Public Buildings Division of the Department of Public Works has requested this Lease to be executed pursuant to 122.428, *Ordinance Code* and has agreed to provide oversight of management and administration of this Lease on behalf of the Landlord.

(dd) **List of Exhibits.** All exhibits and attachments attached hereto are incorporated herein by this reference.

- Exhibit A - Floor Plans**
- Exhibit B - Description of the Land**
- Exhibit C - Rules and Regulations**
- Exhibit D - Tenant Insurance Requirements**
- Exhibit E - Tenant Indemnity Requirements**
- Exhibit F - Extension Options**
- Exhibit G - Loading Zone Area**

26. **Representations and Warranties; Indemnity.**



(a) **Representations and Warranties.** Tenant hereby represents and warrants that:

(i) It is not designated as an individual or entity that has been determined to have committed, or poses a significant risk of committing, acts of terrorism that threaten the security of the U.S. nationals or the national security, foreign policy, or economy of the U.S., which would violate the Executive Order 13224, entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," which became effective on September 24, 2001 (the "**Order**"); and

(ii) It is not owned or controlled by, or acting on behalf of an individual or entity which would violate the Order, and

(iii) It has not and will never assist in, sponsor, or provide financial, material, or technological support for, or financial or other services to or in support of, acts of terrorism or individuals or entities designated in or under the Order; and

(iv) It is not otherwise associated with certain individuals or entities designated in or under the Order.

(v) It is not, and shall not become, a person or entity with whom Landlord is restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list or under any statute executive order (including, but not limited to the Order), or other governmental action and is not an shall not engage in any dealings or transaction or be otherwise associated with such persons or entities.

(b) **Indemnity.** Tenant hereby agrees to defend, indemnify, and hold harmless the Landlord, and its respective employees, agents, officers, members, managers, directors and shareholders from and against any and all fines, penalties, actions, claims, damages, losses, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing warranties and representations. This Section 26(b) shall survive the expiration or earlier termination of this Lease.

LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED USE OR PURPOSE, AND TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TENANT SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, DEMAND, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

*(The remainder of this page is intentionally left blank. Signature page to follow.)*

This Lease is executed on the respective dates set forth below, but for reference purposes, this Lease shall be dated as of the date first above written. If the execution date is left blank, this Lease shall be deemed executed as of the date first written above.

Form Approval (as to City only):

**CITY OF JACKSONVILLE**, a Florida  
municipal corporation

\_\_\_\_\_  
Office of General Counsel

By: \_\_\_\_\_  
Lenny Curry, as Mayor

**ATTEST:**

By: \_\_\_\_\_  
James R. McCain, Jr.,  
as Corporation Secretary

**WITNESSES:**

**TENANT:**

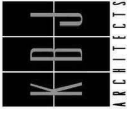
\_\_\_\_\_  
Print name: \_\_\_\_\_

**THE FLORIDA THEATRE  
PERFORMING ARTS CENTER, INC.,**  
a Florida not for profit corporation

\_\_\_\_\_  
Print name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**Floor Plans**



**KBJ ARCHITECTS**  
 50 N. Laura St. Suite 4000  
 Jacksonville, FL 32202  
 Phone (904) 355-0491  
 Fax (904) 355-1031

**NOTES:**  
 FILE NAME:  
 DWN BY:  
 CND BY:  
 TR:  
 LAST PLOT:

NO. DATE REVISION

DESIGN CONCEPT SET  
**PROJECT TITLE:**

FLORIDA THEATRE -  
 MASTER PLAN STUDY

**PROJECT NO.:**

**SHEET TITLE:**

EXISTING - FIRST FLOOR PLAN

DATE: 04/22/2020  
 DWG. NO.: A101

6

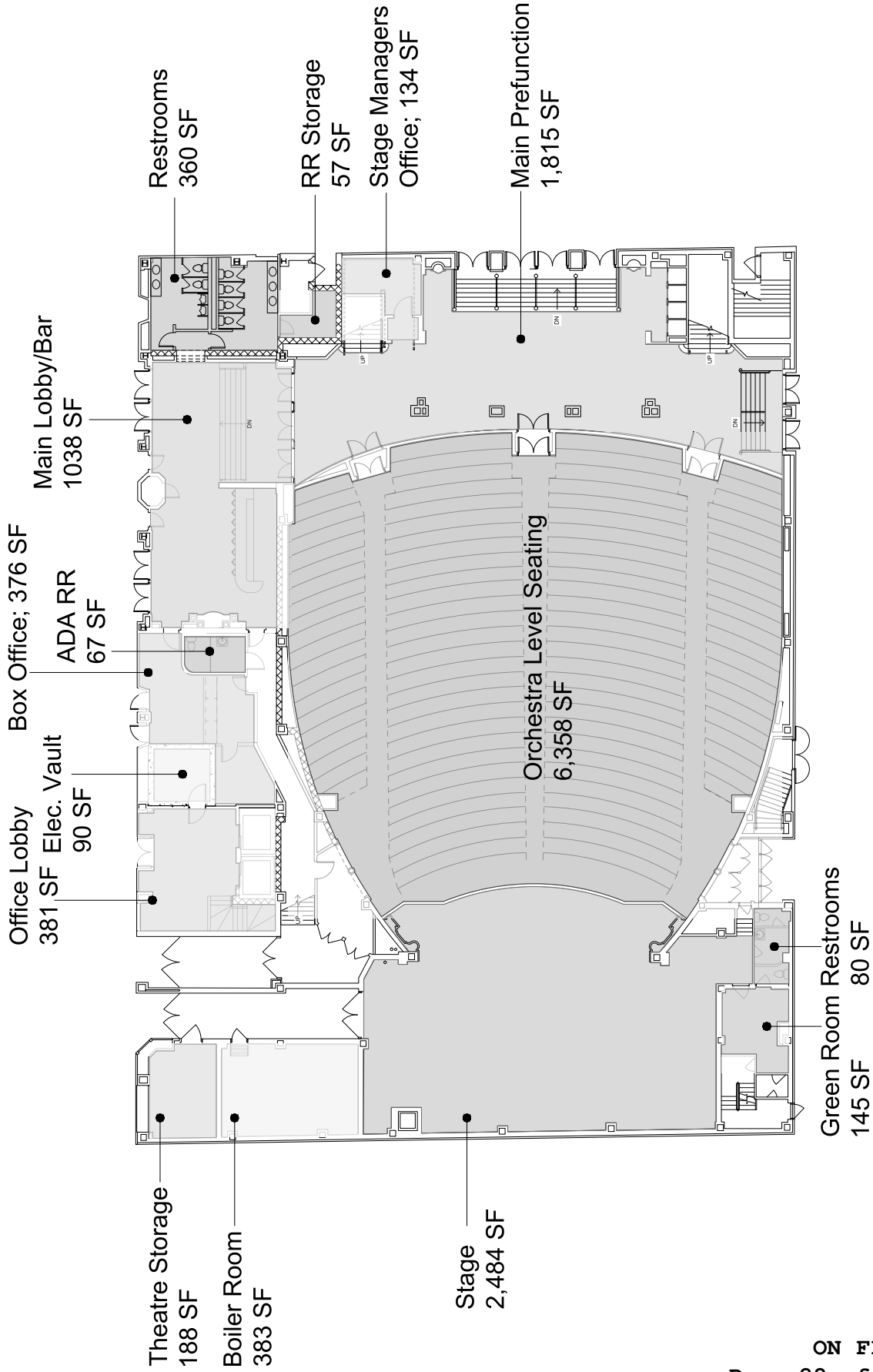
5

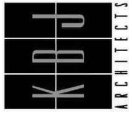
4

3

2

1





**KBJ ARCHITECTS**  
 50 N. Laura St. Suite 400  
 Jacksonville, FL 32202  
 Phone (904) 356-6491  
 Fax (904) 356-1031

**NOTES:**  
 FILE NAME:  
 DWN BY:  
 CMO BY: TR  
 LAST PLOT:

NO.	DATE	REVISION

DESIGN CONCEPT SET

PROJECT TITLE:

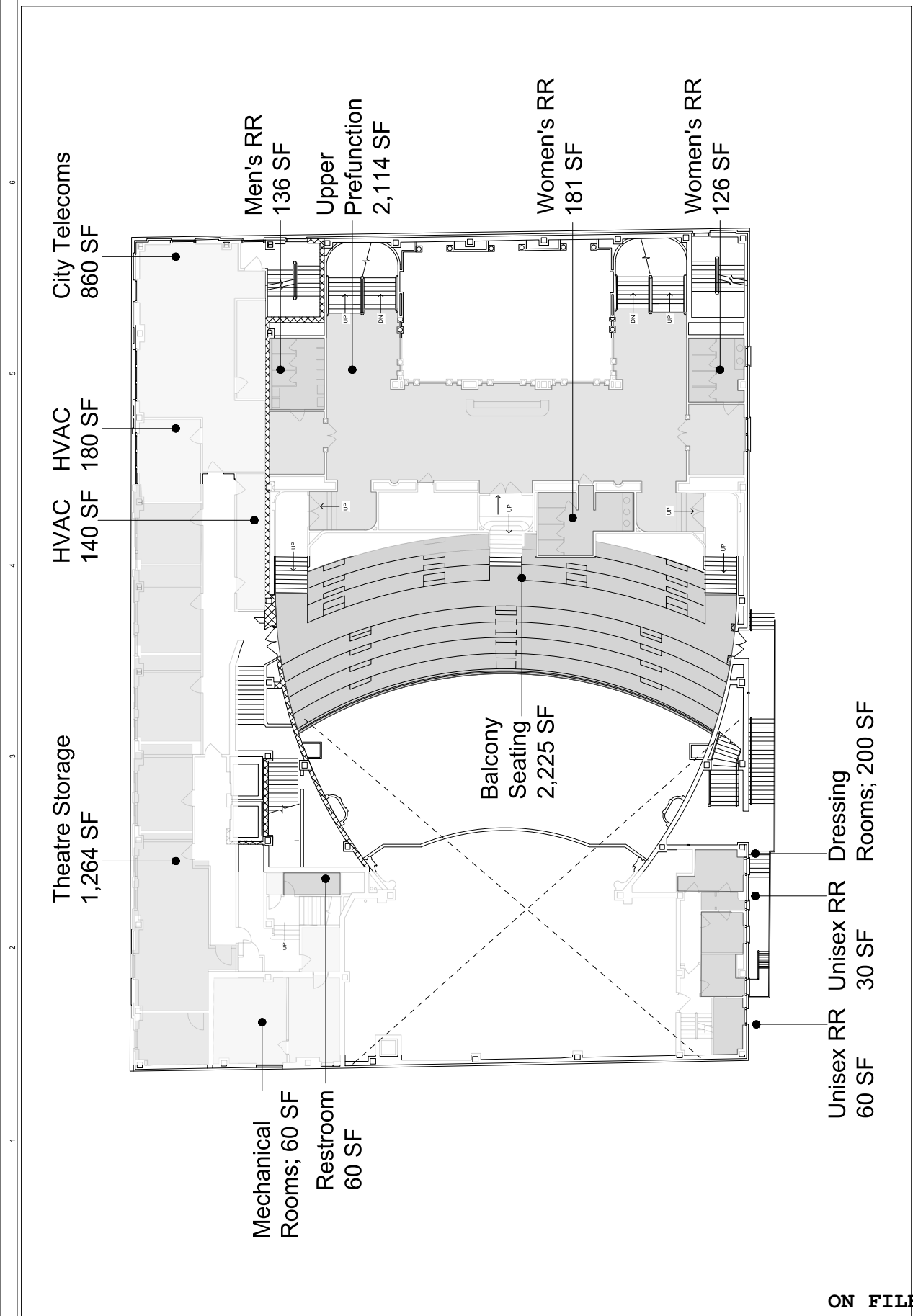
FLORIDA THEATRE -  
 MASTER PLAN STUDY

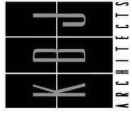
PROJECT NO.:

SHEET TITLE:

EXISTING - SECOND FLOOR PLAN

DATE: 04/22/2020  
 DWG. NO.: A102





**KBJ ARCHITECTS**  
 50 N. Lewis St., Suite 4200  
 Jacksonville, FL 32202  
 Phone (904) 356-8491  
 Fax (904) 356-1031

**NOTES:**

FILE NAME:  
 DWN BY:  
 CKD BY: TR  
 LAST PILOT:

NO. DATE REVISION

DESIGN CONCEPT SET  
 PROJECT TITLE:

FLORIDA THEATRE -  
 MASTER PLAN STUDY

PROJECT NO.:

SHEET TITLE:

EXISTING - THIRD FLOOR PLAN

DATE: 04/22/2020  
 DWG. NO.: A103

1 2 3 4 5 6

**Theatre Administrative Office**  
 1,330 SF

**Theatre Storage**  
 1,142 SF

**Restroom**  
 93 SF

**Men's RR**  
 143 SF


**Reception  
 Space; 1,335 SF**

**Service**  
 80 SF

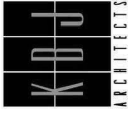
**Women's RR**  
 118 SF

**Restrooms**  
 80 SF

**Dressing Rm**  
 256 SF

ON FILE 

EXISTING - LEVEL 3  
 1/8" = 1'-0"



**KDJ ARCHITECTS**  
 50 N. Laura St. Suite 4200  
 Jacksonville, FL 32202  
 Phone (904) 366-8491  
 Fax (904) 326-1031

**NOTES:**

FILE NAME:  
 DWN BY:  
 CDD BY: TR  
 LAST PLOT:

NO.	DATE	REVISION

DESIGN CONCEPT SET

PROJECT TITLE:

FLORIDA THEATRE -  
 MASTER PLAN STUDY

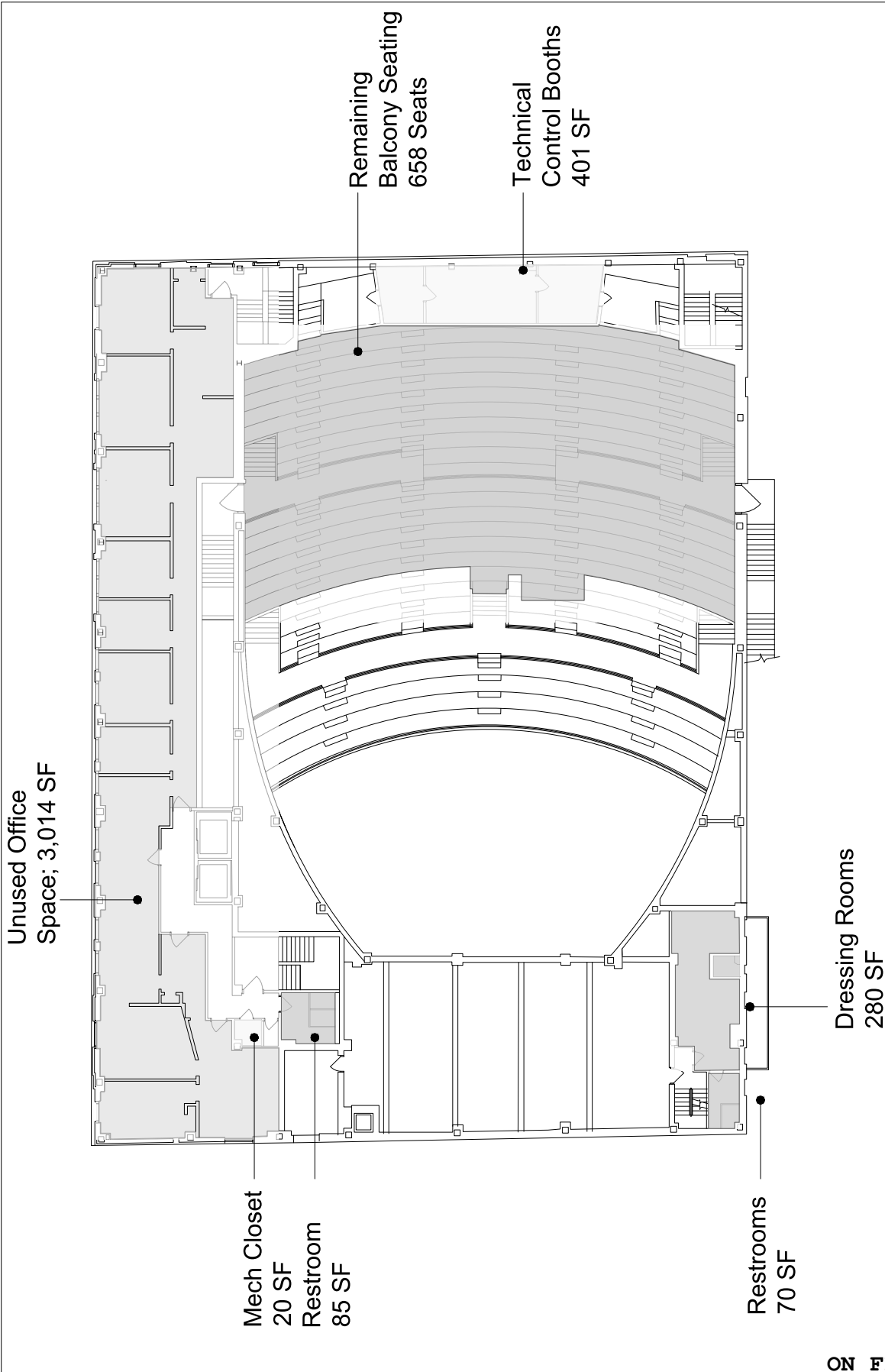
PROJECT NO.:

SHEET TITLE:

EXISTING - FOURTH FLOOR PLAN

DATE: 04/22/2020  
 DWG. NO.:  
**A104**

1 2 3 4 5 6



Unused Office  
 Space; 3,014 SF

Mech Closet  
 20 SF  
 Restroom  
 85 SF

Remaining  
 Balcony Seating  
 658 Seats

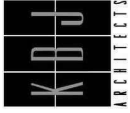
Technical  
 Control Booths  
 401 SF

Restrooms  
 70 SF

Dressing Rooms  
 280 SF

ON FILE (1)

EXISTING - LEVEL 4  
 1/8" = 1'-0"



**KBJ ARCHITECTS**  
 50 N. Laura St. Suite 4200  
 Jacksonville, FL 32202  
 Phone (904) 356-9481  
 Fax (904) 356-1031

**NOTES:**

FILE NAME:  
 DWN BY:  
 CND BY: TR  
 LAST PLOT:

NO.	DATE	REVISION

DESIGN CONCEPT SET

PROJECT TITLE:

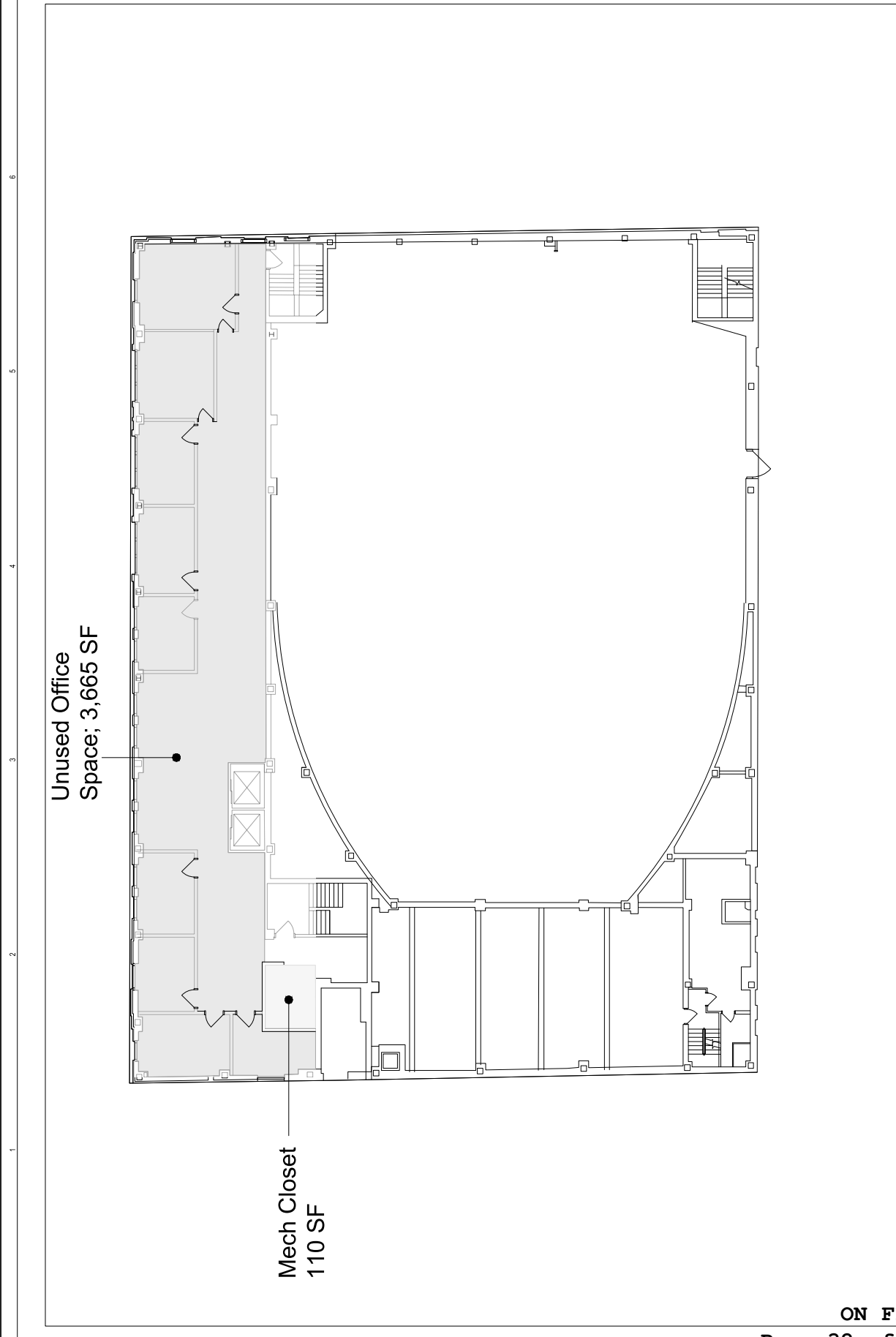
FLORIDA THEATRE -  
 MASTER PLAN STUDY

PROJECT NO.:

SHEET TITLE:

EXISTING - FIFTH FLOOR PLAN

DATE: 04 / 22 / 2020  
 DWG NO.: A105



1 2 3 4 5 6

D

C

B





**KBJ ARCHITECTS**  
50 N. Laura St. Suite 4200  
Jacksonville, FL 32202  
Phone (904) 356-4491  
Fax (904) 356-1031

**NOTES:**  
FILE NAME:  
DRAWN BY:  
CHECK BY: TR  
LAST PLOT:

NO.	DATE	REVISION

DESIGN CONCEPT SET  
**PROJECT TITLE:**

FLORIDA THEATRE -  
MASTER PLAN STUDY

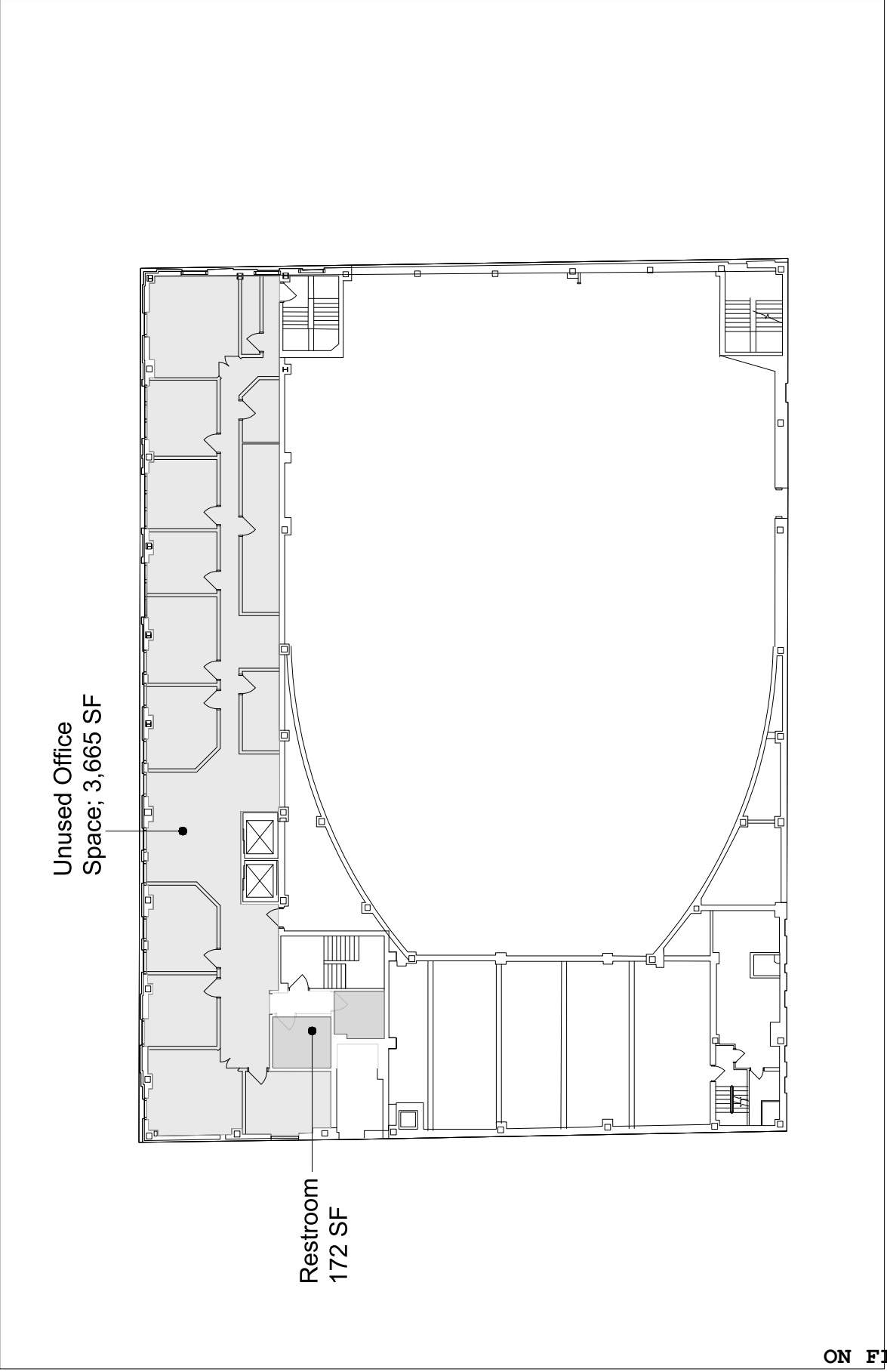
**PROJECT NO.:**

**SHEET TITLE:**

EXISTING - SIXTH FLOOR PLAN

DATE: 04/22/2020  
DWG. NO.: **A106**

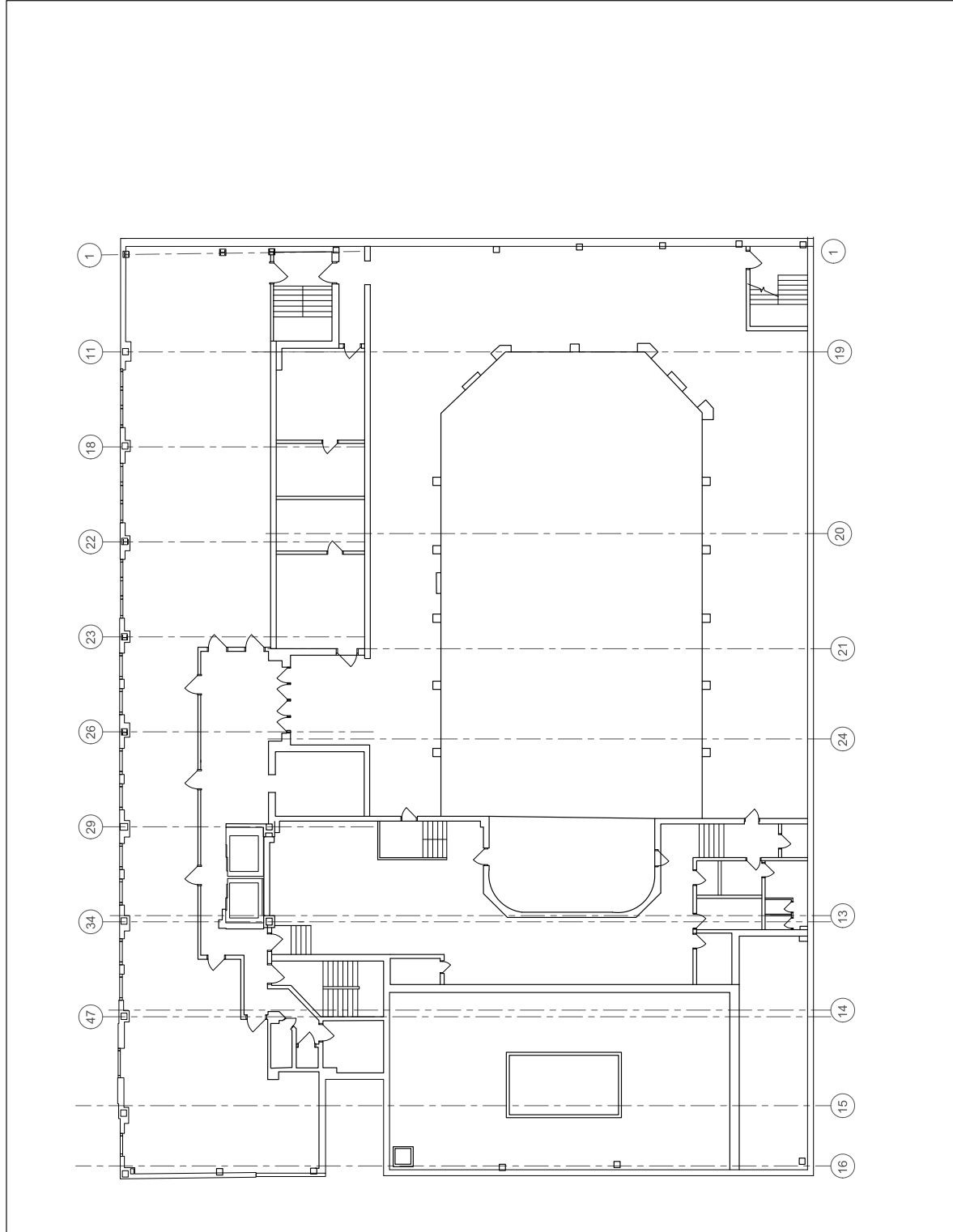
1 2 3 4 5 6



Unused Office  
Space; 3,665 SF

Restroom  
172 SF

EXISTING - LEVEL 6  
1/8" = 1'-0"



EXISTING - LEVEL 7  
 1/8" = 1'-0"

ON FILE

**KBJ ARCHITECTS**  
 50 N. Laura St., Suite 4200  
 Jacksonville, FL 32202  
 Phone: (904) 356-8491  
 Fax: (904) 356-1031

**NOTES:**  
 FILE NAME:  
 DRAWN BY:  
 CMO BY: TR  
 LAST PLOT:

NO.	DATE	REVISION

DESIGN CONCEPT SET  
**PROJECT TITLE:**

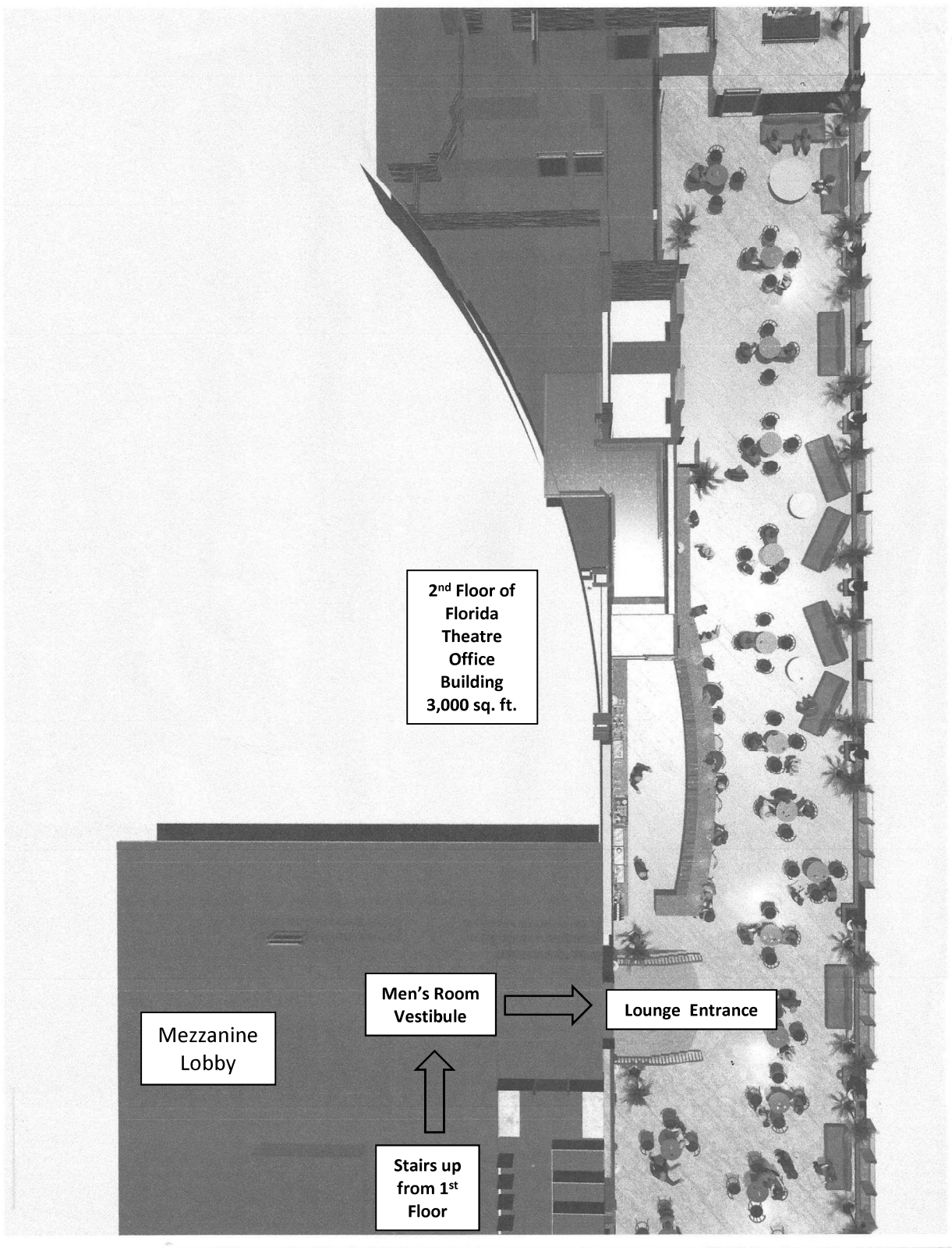
FLORIDA THEATRE  
 MASTER PLAN STUDY

**PROJECT NO.:**

**SHEET TITLE:**

EXISTING - SEVENTH  
 FLOOR PLAN

DATE: 04 / 22 / 2020  
 DWG. NO.: **A107**



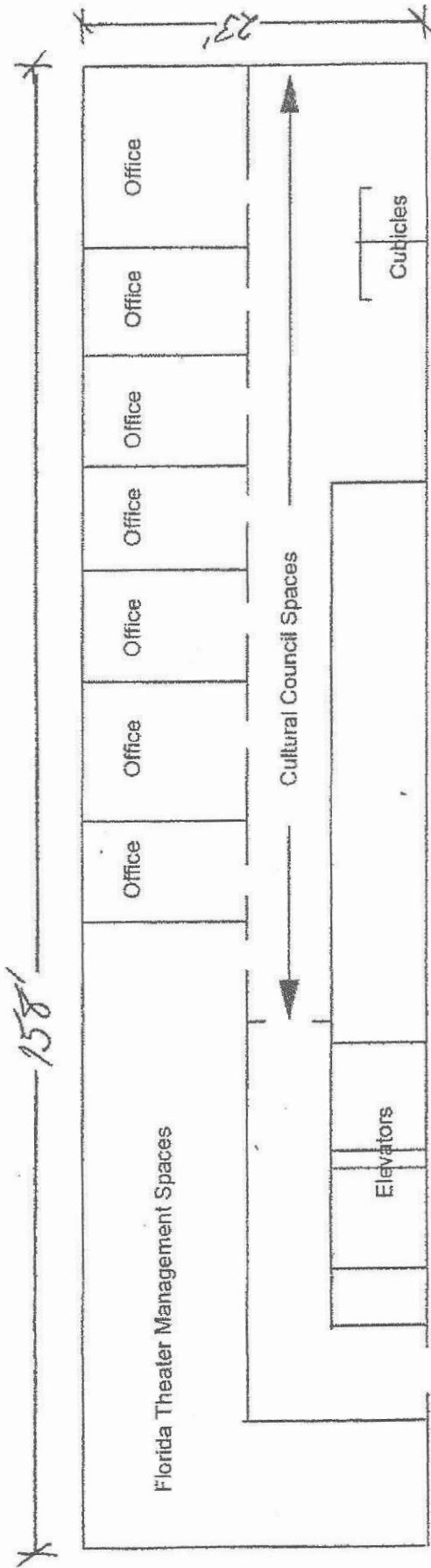
2<sup>nd</sup> Floor of  
Florida  
Theatre  
Office  
Building  
3,000 sq. ft.

Mezzanine  
Lobby

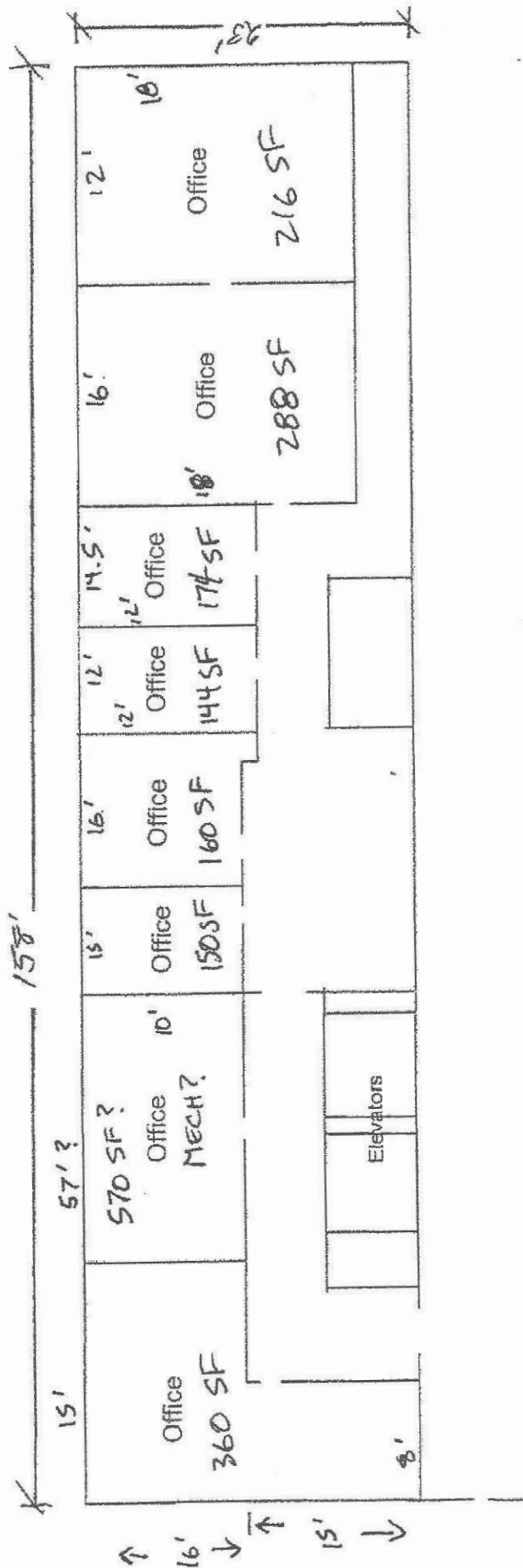
Men's Room  
Vestibule

Lounge Entrance

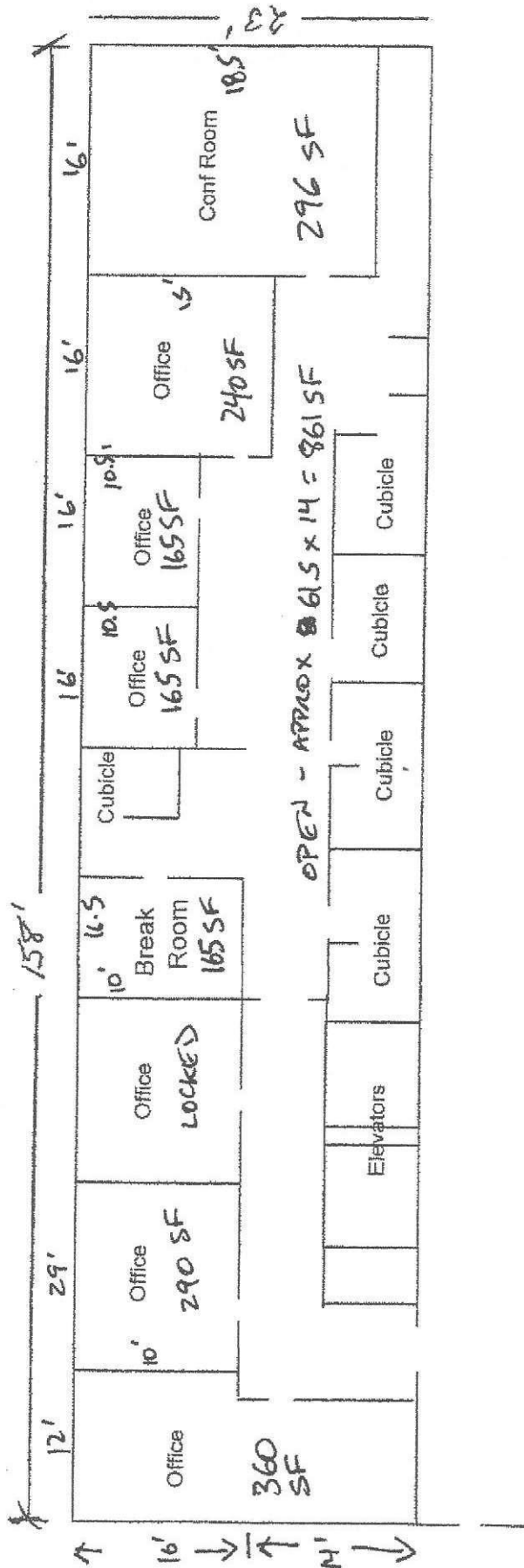
Stairs up  
from 1<sup>st</sup>  
Floor



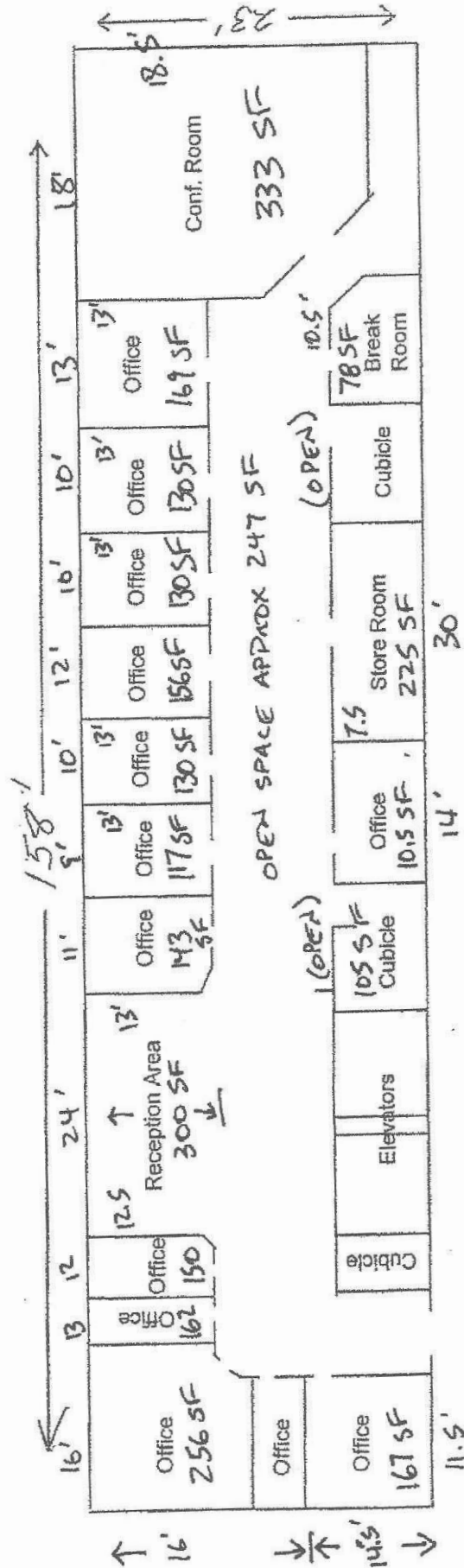
Florida Theater Building  
3rd Floor



Florida Theater Building  
4th Floor



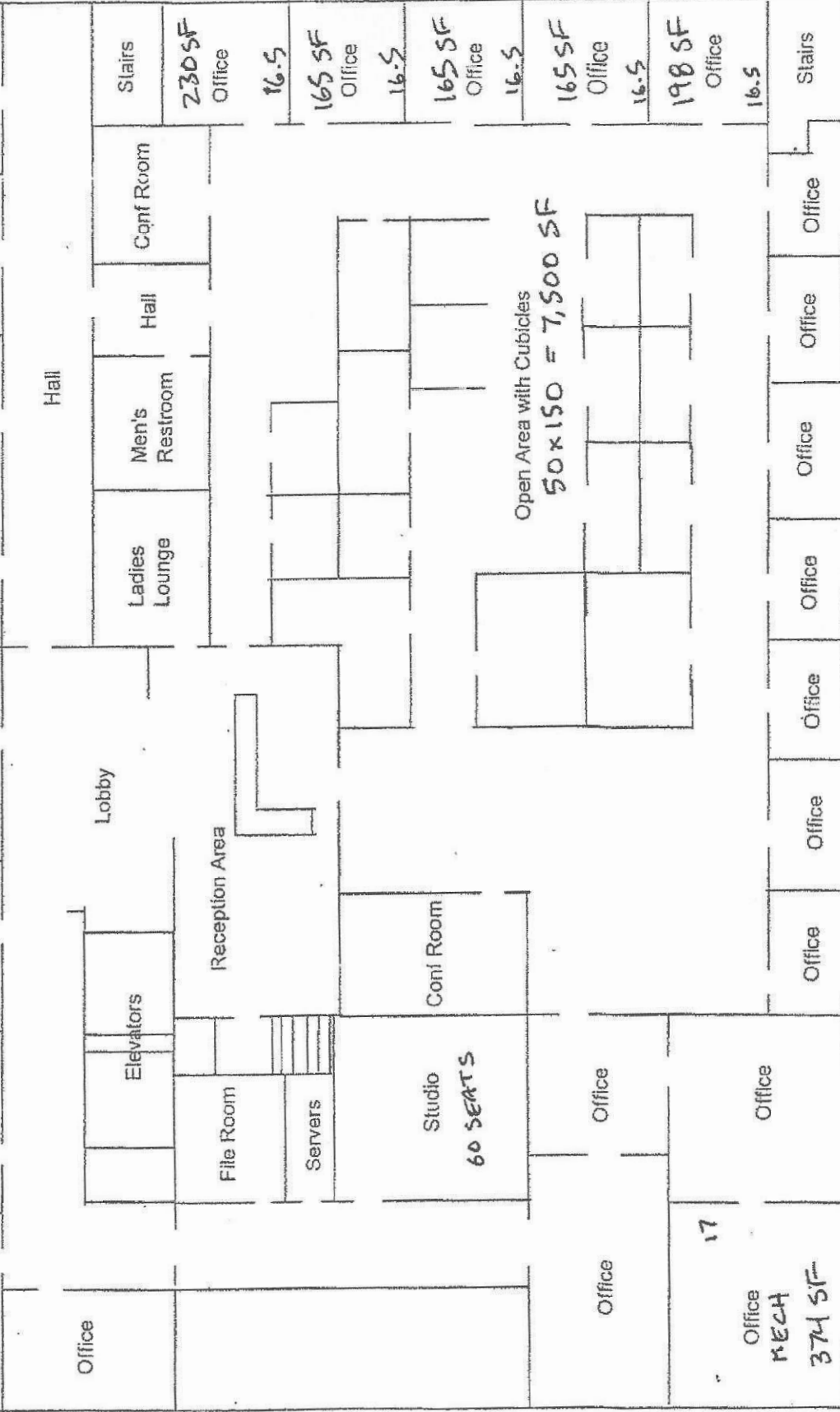
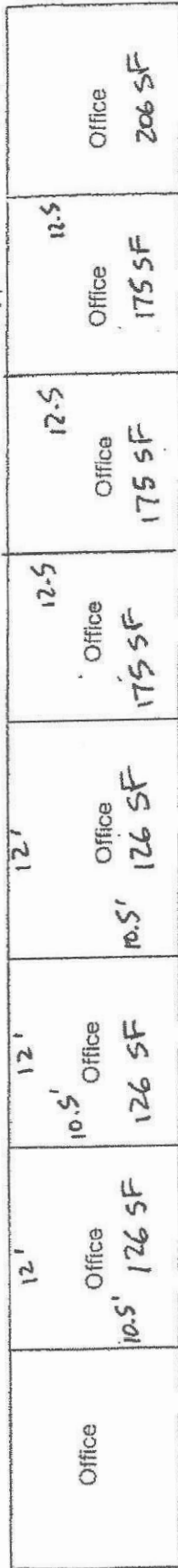
Florida Theater Building  
5th Floor



Florida Theater Building  
6th Floor

158'

14 14 14 14 14 16.5



14

10

10

10

12

12.5'

11' 11' 11' 12'

116'

Florida Theater Building  
7th Floor



## **EXHIBIT B**

### **Description of the Land**

The Premises are located at 128 E. Forsyth Street on the corner of Forsyth and Newnan Streets, having an R.E. Number of 073457-0000.

## EXHIBIT C

### Rules and Regulations

The following rules and regulations ("**Rules and Regulations**") govern the use of the Premises. Tenant will be bound by such Rules and Regulations and agrees to cause its employees, subtenants, assignees, contractors, suppliers, customers and invitees to observe the same.

1. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be obstructed or used for purposes other than ingress and egress to and from one to another part of the Building.
2. Plumbing, fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse, shall be paid by Tenant.
3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Building without the prior written consent of Landlord, which shall not be unreasonably withheld, delayed, or conditioned. Landlord will have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. Tenant agrees not to place anything against or near glass partitions or doors or windows which may appear unsightly from outside the Premises, including window treatments, blinds, screens, foil shades, tinting materials or stickers.
4. Reserved.
5. Tenant shall not alter any lock or install any new or additional lock or bolt on any door of the Premises without Landlord's prior written consent, which shall not be unreasonably withheld, delayed, or conditioned.
6. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by tenants of any bulky material, merchandise or materials which require use of elevators or stairways, or movement through the Building entrances or lobby shall be conducted via the Building's freight elevator and may be subject to Landlord's supervision and may be limited or regulated by Landlord in its reasonable discretion. Tenant assumes all risks of and shall be liable for all damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of Landlord if damaged or injured as a result of acts in connection with carrying out this service.
7. Landlord may prescribe weight limitations and determine the locations for safes and other heavy equipment or items, which shall in all cases be placed in the Premises so as to distribute weight in a manner acceptable to Landlord which may include the use of such supporting devices as Landlord may require. All damages to the Building caused by the installation or removal of any property of a tenant, or done by a tenant's property while in the Building, shall be repaired at the expense of Tenant.

8. Corridor doors, when not in use, shall be kept closed. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. Except as required or allowed under state or federal law, no birds or animals shall be brought into or kept in, on or about the Premises. No portion of the Premises shall at any time be used or occupied as sleeping or lodging quarters.
9. Tenant shall cooperate with Landlord's employees in keeping the Premises in a clean and sanitary condition.
10. No ice, mineral or other water, towels, newspapers, etc. shall be delivered to any leased area except by persons approved by Landlord, which approval will not be unreasonably delayed or withheld.
11. Tenant shall not permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord by reason of noise, odors or vibrations, intense light, heat or other form of electromagnetic radiation.
12. Tenant shall not use or keep in the Premises any flammable or explosive fluid or substance (other than typical office supplies [e.g., photocopier toner] used in compliance with all Laws).
13. Landlord will not be responsible for lost or stolen personal property, money or jewelry from the Premises regardless of whether such loss occurs when the area is locked against entry or not.
14. Reserved.
15. Tenant shall not conduct any activity on or about the Premises which is intended to draw pickets, demonstrators, or similar activities.
16. Reserved.
19. No tenant of the Office Building may enter into phone rooms, electrical rooms, mechanical rooms, roof or other service areas of the Building unless accompanied by Landlord. Tenant may enter into such spaces as to the Theatre Premises with the prior consent of the City.
20. Landlord will in all cases retain the right to control and prevent access thereto by any persons whose presence in the reasonable judgment of Landlord would be prejudicial to the safety, character, reputation and interest of the Premises and its tenants, provided that nothing herein contained will be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal or unlawful activities.
22. Tenant agrees to comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.
23. Tenant shall not permit its employees, invitees or guests to smoke in the Premises or the lobbies, passages, corridors, elevators, vending rooms, rest rooms, stairways or any other area, or

permit its employees, invitees, or guests to loiter at the Building entrances for the purposes of smoking.

24. These Rules and Regulations are in addition to, and will not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of this Lease. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant, but no such waiver by Landlord will be construed to be a waiver of such Rules and Regulations in favor of Tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations.

25. Landlord reserves the right to make such other and reasonable and nondiscriminatory Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the Premises and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations hereinabove stated and any additional reasonable and non-discriminatory rules and regulations which are adopted and of which Tenant is provided notice. Tenant is responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

26. Tenant shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, marital status, national origin, age or disability in its use and occupancy of the Premises.

**EXHIBIT D**

**Insurance Requirements of Tenant**

Without limiting its liability under this Lease, Tenant shall at all times during the term of this Lease procure prior to commencement of work and maintain at its sole expense during the life of this Lease (and Tenant 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
<b>Worker's Compensation</b>	Florida Statutory Coverage
<b>Employer's Liability</b>	\$100,000 Each Accident
	\$500,000 Disease Policy Limit
	\$100,000 Each Employee/Disease

This insurance shall cover the Tenant (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, US L&H and Jones, and any other applicable federal or state law.

<b>Commercial General Liability</b>	\$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 Landlord's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

<b>Automobile Liability</b>	\$1,000,000 Each Occurrence – 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).

**Professional Liability** \$1,000,000 per Claim and  
Aggregate

(Including Medical Malpractice when applicable)

Any entity performing or 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 Property:** Tenant may place its personal property within the leased space during the Lease Term from time to time at its discretion; however, all Tenant personal property that may within the leased space during the Lease Term shall be thereon at Tenant's sole risk. Under no circumstances will the Landlord be responsible for the Tenant's personal property.

#### **ADDITIONAL INSURANCE PROVISIONS**

- A. Certificates of Insurance. Tenant shall deliver the Landlord Certificates of Insurance that shows the corresponding **City Contract or Bid Number** in the Description, **Additional Insureds, Waivers of Subrogation** and **Primary & Non-Contributory statement** as provided below. 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.
- B. Additional Insured: All insurance **except** Worker's Compensation, Professional Liability, AD&D and Crime (if required) 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, if products and completed operations is required, CG2037, Automobile Liability CA2048.
- C. 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.
- D. 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.

- E. Tenant's Insurance Primary. The insurance provided by the Tenant shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the Landlord or any Landlord members, officials, officers, employees and agents.
- F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Tenant. 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 Lease.
- G. Tenant's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Tenant or its Subcontractors, employees or agents to the Landlord or others. Any remedy provided to Landlord or Landlord's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Lease or otherwise.
- H. Waiver/Estoppel. Neither approval by Landlord nor failure to disapprove the insurance furnished by Tenant shall relieve Tenant of Tenant's full responsibility to provide insurance as required under this Lease.
- I. Notice. The Tenant shall provide an endorsement issued by the insurer to provide the Landlord 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 provided, the Tenant, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of the Tenant under this Lease 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 Landlord may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the Landlord also be named as an additional insured.
- L. Special Provision: Prior to executing this Agreement, Tenant shall present this Contract and insurance requirements attachments Exhibit D to its Insurance Agent Affirming: 1) That the Agent has Personally reviewed the insurance requirements of the Contract Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of the Tenant.

If Tenant fails to comply with the foregoing insurance requirements or to deliver to Landlord the certificates or evidence of coverage required herein, Landlord, in addition to any other remedy available pursuant to this Lease or otherwise, may, but shall not be obligated to, obtain such

insurance and Tenant shall pay to Landlord on demand the premium costs thereof, plus an administrative fee of 15% of such cost.

**EXHIBIT D cont.**

**Insurance Requirements for Tenant’s Construction Contractors**

If tenant makes any improvements, alterations or physical additions in or to the Premises, Tenant shall require all Contractors hired to make improvements, alterations or physical additions to provide insurance coverages described below.

**Insurance Coverages**

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

This insurance shall cover the Contractor (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.

<b>Commercial General Liability</b>	\$2,000,000
General Aggregate	\$2,000,000 Products & Comp.Ops. Agg. \$1,000,000 Personal/Advertising Injury \$1,000,000 Each Occurrence \$ 50,000 Fire Damage \$ 5,000 Medical Expenses

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

<b>Automobile Liability</b>	\$1,000,000
Combined Single Limit	



(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

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.

<b>Professional Liability</b>	\$1,000,000 per Claim
(Including Medical Malpractice when applicable)	\$1,000,000 Aggregate

If any entity is hired to perform design professional services in connection with the Premises, Tenant shall require that they maintain professional liability coverage. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Any entity hired to perform services as part of this **Contract** for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this **Contract** and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

<b>Pollution Legal Liability</b>	\$1,000,000
per Loss	\$2,000,000 Aggregate

Any entity hired to perform services in connection with the Leased Premises that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this **Contract**. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this **Contract** and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

**Additional Insurance**  
**Provisions**

- A. Certificates of Insurance: Tenant or Tenant's Contractor shall deliver to the City of Jacksonville Certificates of Insurance that shows the corresponding City Contract , Bid Number or PO if applicable in the Description, Additional Insured, Waivers of Subrogation and statement as provided below. The certificates of insurance shall be insurance certificate shall be made available upon request of the City of Jacksonville.
- B. Additional Insured: All insurance except Worker's Compensation, and Professional Liability shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability in a form no more restrictive than CA2048.
- C. 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 its respective members, officers, officials, employees and agents.
- D. Carrier Qualifications: The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes 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.
- E. Contractor Insurance Primary: The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City of Jacksonville and their respective members, officers, officials, employees and agents.
- F. Deductible or Self-Insured Retention Provisions: All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville its respective members, officers, officials, employees and agents be responsible for paying any deductible or self-insured retention related to this Contract.
- G. Contract Insurance Additional Remedy: Compliance with the insurance requirements of this Contract shall not limit the liability of the Tenant's Contractor or its subcontractors, employees or agents to the City of Jacksonville its respective members, officers, officials, employees and agents and shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- H. Waiver/Estoppel: Neither approval by City of Jacksonville nor its failure to disapprove the insurance furnished by Contractor shall relieve Tenant's Contractor of

Tenant's Contractor's full responsibility to provide insurance as required under this Contract.

- I. Notice: The Tenant's Contractor shall provide an endorsement issued by the insurer to provide the City of Jacksonville thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, the Tenant's Contractor shall provide said a thirty (30) days written notice of any change in the above coverages or limits, or of coverages being suspended, voided, cancelled, including through expiration or non-renewal.
- J. Survival: Anything to the contrary notwithstanding, the liabilities of the Tenant's Contractor under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance

**EXHIBIT E**  
**Indemnification**

Tenant (the “Indemnifying Party”) shall hold harmless, indemnify, and defend the City of Jacksonville and the 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 for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party’s use of the Premises or performance of its obligations under this Lease; and

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

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

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

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

The indemnification obligations of Tenant set forth in this Exhibit E are in addition to Tenant's other indemnification obligations set forth elsewhere in this Lease.

## EXHIBIT F

### Extension Options

Provided no Event of Default exists and Tenant is occupying the entire Premises at the time of such election, Tenant shall have two (2) options to extend the Term of this Lease (the “**Extension Options**”) for one (1) additional period of twenty-five (25) years and one (1) additional period of twenty-four (24) years (the “**Extension Terms**”), by delivering written notice of the exercise thereof to Landlord on or before the date that is 180 days prior to, but no earlier than 365 days prior to, the expiration of the then current Term. If Tenant timely notifies Landlord of Tenant’s desire to exercise the renewal option(s), then, on or before the commencement date of the applicable Extension Term, Landlord and Tenant shall execute an amendment to this Lease extending the Term through the Extension Term on the same terms provided in this Lease, except as follows:

(a) Tenant shall lease the Premises in its then-current condition, and Landlord shall not provide to Tenant any allowances (e.g., moving allowance, construction allowance, and the like), improvements or other tenant inducements;

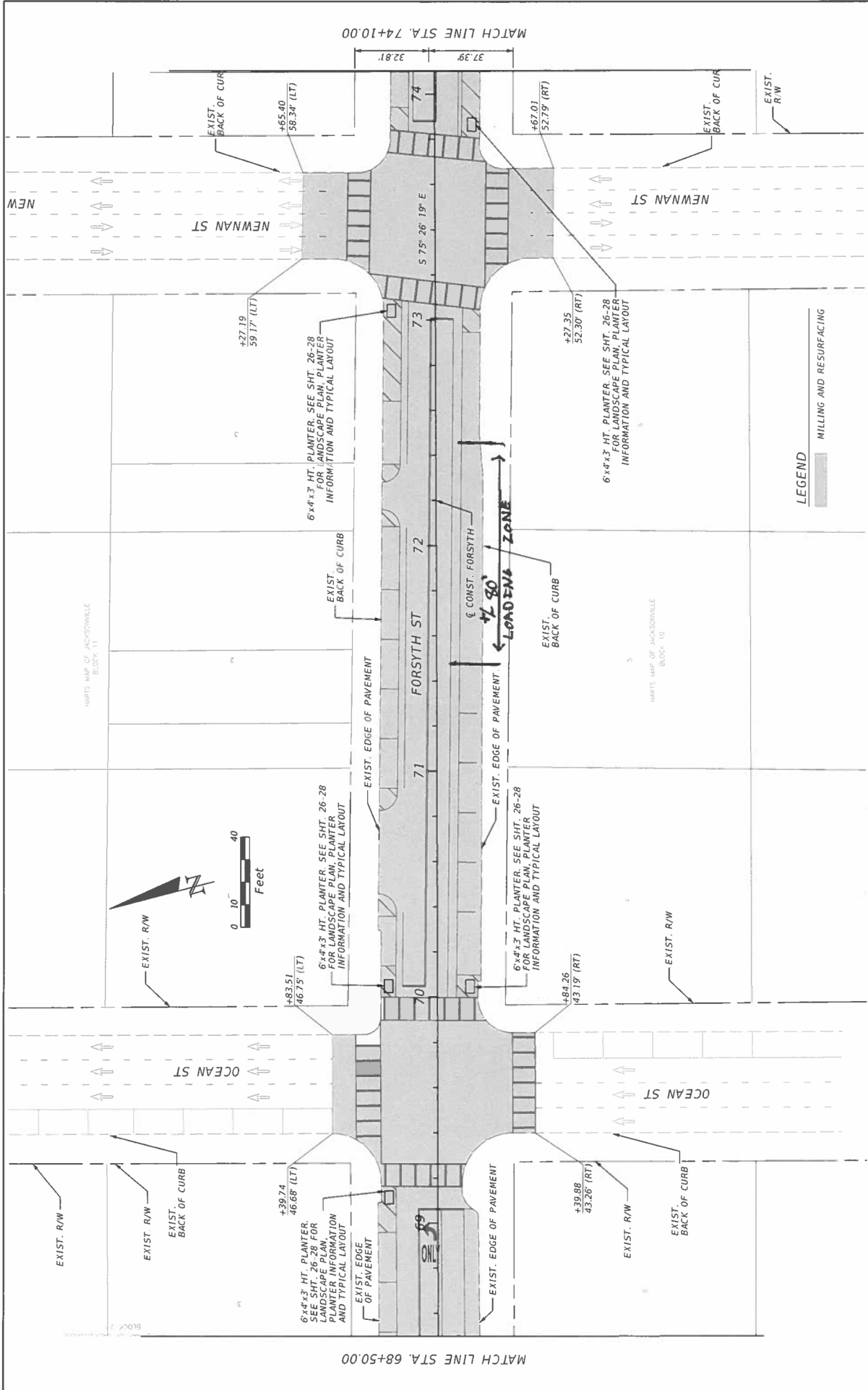
(b) All references in the Lease to the Term shall include the Term as extended by the Renewal Term; and

(d) Base Rent shall be at the same rate as during the immediately preceding Term.

The Extension Options shall terminate and be of no further force or effect if (1) this Lease or Tenant’s right to possession of the Premises is terminated, (2) Tenant fails to timely exercise the Renewal Option, time being of the essence with respect to Tenant’s exercise thereof, (3) Landlord determines, in its sole discretion, that Tenant’s financial condition or creditworthiness has materially deteriorated since the Commencement Date, or (4) there is a Transfer without Landlord’s written consent.

The Extension Options are personal to the Tenant named in the Lease and may not be transferred or assigned.

**EXHIBIT G**  
**Loading Zone Area**



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

**PROSSER**  
 CONSULTING ENGINEERS  
 13801 Sunrise Park Drive South, Suite 200  
 Jacksonville, Florida 32218  
 P: 904.739.8355 F: 904.739.2413  
 BENJAMIN M. COLEMAN, P.E. - P.C.# 8235  
 Florida Certificate of Registration Number: 00000908

**CITY OF JACKSONVILLE**  
 PUBLIC WORKS DEPARTMENT

**ROADWAY PLAN**

SHEET NO. **23**

10/28/2022 12:56:18 PM - Default  
 P:\21\2104101\CD\2Way\Mobility\Production\Drawings\2104101\2Way\Roadway\PLANRD16.dgn