

**AMENDED AND RESTATED LEASE AGREEMENT**

**BETWEEN**

**THE CITY OF JACKSONVILLE**

**AND**

**NORTHROP GRUMMAN SYSTEMS CORPORATION**

## LEASE AGREEMENT

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## Lease Agreement

THIS **AMENDED AND RESTATED LEASE AGREEMENT** (this “Lease”), is made and entered into this \_\_\_\_\_ day of December, 2022 (the “Effective Date”), by and between the **CITY OF JACKSONVILLE**, a municipal corporation and political subdivision of the State of Florida, whose address for purposes of this Lease is: City of Jacksonville c/o Office of Economic Development, Attention: Finance and Compliance, 117 West Duval Street, Suite 275, Jacksonville, Florida 32202 (the “Landlord”), and **NORTHROP GRUMMAN SYSTEMS CORPORATION**, a Delaware corporation, whose address for purposes of this Lease is: Northrop Grumman Systems Corporation, Attn.: Defense Systems Real Estate, 7575 Colshire Drive, McLean, VA 22102 (“Tenant”), doing business as Northrop Grumman.

### Recitals:

**WHEREAS**, pursuant to that certain Lease Agreement made by and between Landlord and Tenant dated December 28, 2020, as amended by that certain First Amendment to Lease dated December 31, 2021 (together, the “Existing Lease”), Landlord leased and demised to Tenant, and Tenant leased from Landlord, the Premises (as hereinafter defined);

**WHEREAS**, the Term of the Existing Lease is scheduled to expire on December 31, 2022;

**WHEREAS**, the Landlord and Tenant wish to extend the Term of the Existing Lease and make certain other amendments to the Existing Lease;

**WHEREAS**, Landlord and Tenant desire to amend and restate the Existing Lease in its entirety as of January 1, 2023, in order to reflect the foregoing agreements and otherwise pursuant to the terms and conditions hereof, provided that, this Lease shall not serve as a termination of the Existing Lease and the rights, duties, liabilities and obligations of each of Landlord and Tenant for the period prior to January 1, 2023 are set forth in the Existing Lease; and

**WHEREAS**, prior to January 1, 2023, the rights, duties, liabilities and obligations of Landlord and Tenant shall be as described in the Existing Lease, and this Lease shall govern and control as to all rights, duties, liabilities and obligations of Landlord and Tenant from and after January 1, 2023.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the mutual covenants, terms and conditions recited hereinafter, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby amend and restate the Existing Lease as follows:

### Article 1. DEFINITIONS

In addition to terms defined elsewhere in this Lease and for purposes of this Lease, the following terms shall have the following meanings ascribed to them:

1.1 **Building.** The building (including the Premises defined in Section 2.2) commonly known as Building 332, having an address of 13618 Lake Fretwell Street, in Jacksonville, Duval County, Florida, 32210, as more particularly described on **Exhibit A**.

1.2 **Management Company.** VT Griffin Services, Inc., or any successor as determined by Landlord.

1.3 **Property.** The real property (including the Building and Premises) now commonly known as the Cecil Commerce Center in Jacksonville, Duval County, Florida, together with all buildings structures, fixtures and other improvements located thereon from time to time.

1.4 **Tenant Improvements.** None.

1.5 **Term.** The term of this Lease commenced on the Commencement Date and shall expire on February 28, 2026, unless earlier terminated as provided for herein (the "Initial Term") or renewed as provided for herein.

1.6 **Renewal Option.** Tenant shall have two (2) options to renew this Lease for one (1) year (each, an "Option Period") by giving written notice of the exercise of each Option Period not less than ninety (90) days prior to the expiration of the then-current Term. Each Option Period shall be under the same terms and conditions as the Lease, except that the Monthly Base Rent payable during each Option Period shall be as set forth in Section 3.2 hereof.

1.7 **Tenant's Proportionate Share.** The percentage that the gross leasable area of the Premises (the "GLA") bears to the entire gross leasable area of the Building. Tenant's Proportionate Share is 100%.

1.8 **Commencement Date.** January 1, 2021.

1.9 **Lease Year.** A year period under this Lease commencing on the Commencement Date or any anniversary thereof and ending on the day preceding the next anniversary of the Commencement Date.

## **Article 2. GRANT OF LEASE**

2.1 **RECITALS; GRANT OF LEASE.** Each of the above recitals is represented to be true and correct and are incorporated herein by reference. Landlord leases to Tenant, and Tenant leases from Landlord, the Premises pursuant to the terms and subject to the conditions of this Lease.

### **2.2 PREMISES DEFINED.**

(a) The term "Premises" means the space situated in the Landlord's Building in the location marked on Exhibit A and shall consist of the space thereat within the walls, structural floor and the bottom of the roof of Landlord's Building, together with all improvements located thereon. Provided Tenant's use of and access to the Premises is not interfered with in an unreasonable manner, Landlord reserves for itself, the right from time to time to install, use, maintain, repair, replace and relocate pipes, ducts, conduits, wires and appurtenant meters and equipment above the ceiling surfaces, below the floor surfaces and within the walls of Landlord's Building, including the Premises. Because items stored by Tenant in the Premises are export controlled by the United States Government, Landlord shall not knowingly grant access to the Premises to any individuals who are not U.S. Persons as defined in 22 CFR § 120.15. Use of the roof of the Premises is reserved to Landlord, unless permission for Tenant's use of the roof is specifically provided by Landlord in writing.

(b) The parties stipulate and agree that the GLA of the Premises is 5,476 square feet.

**2.3 DELIVERY OF PREMISES.** Landlord delivered to Tenant, and Tenant accepted from Landlord, possession of the Premises on the Commencement Date. Tenant acknowledges that it is leasing the Premises in its current cosmetically configured “AS-IS” condition.

**2.4 USE OF PREMISES.** The Premises shall only be used for the purpose of warehousing, receiving, storing and shipping products and materials, and related general office use, and for such other lawful purposes as may be incidental thereto, subject in all respects to the terms and conditions of this Lease and all Applicable Laws (as hereinafter defined).

**2.5 CONDITION OF PREMISES.** Tenant is currently in possession of the Premises and the Building and has accepted and does hereby accept them in their present current cosmetically configured “AS-IS” condition without any additional improvements or alterations to be constructed or made by Landlord other than Landlord’s maintenance and repair obligations under the Lease. Tenant acknowledges that, except as otherwise expressly set forth in this Lease, neither Landlord nor any agent of Landlord have made any representation or warranty with respect to the Premises or the Building or their condition, or with respect to the suitability thereof for the conduct of Tenant’s business. Tenant acknowledges that the Premises and Building are complete and in good, sanitary and satisfactory condition and repair without any obligation on Landlord’s part to make any alterations, upgrades or improvements thereto.

### **Article 3. RENT; SECURITY DEPOSIT**

**3.1 MONTHLY RENT.** On or before January 1, 2023 and on the first (1<sup>st</sup>) day of each and every calendar month thereafter during the Term of this Lease, Tenant shall pay to Landlord base rent in the amount of \$4,841.70 per month (\$10.61 SF annually per square foot of GLA) (plus applicable Florida/Duval County sales tax) without notice, set off, deduction or demand, subject to escalations as set forth in Section 3.2 below, (individually, a “Monthly Base Rent” and collectively, the “Monthly Base Rents”) and Tenant’s Share of Common Area Costs which shall equal \$2,400 per year and be paid at the rate of \$200 per month, plus applicable Florida/Duval County sales tax. Tenant shall pay each Monthly Base Rent installment and the monthly installment of Tenant’s Share of Common Area Costs by check or electronically made payable to “City of Jacksonville” and deliver the same to Landlord at the following address: City of Jacksonville, c/o Office of Economic Development, Attention: Finance and Compliance, 117 West Duval Street, Suite 275 , Jacksonville, Florida 32202. In the event the Commencement Date is other than the first day of a calendar month, then the Monthly Base Rent for such calendar month shall be prorated on a daily basis. Tenant’s Proportionate Share of Common Area Costs as defined Article VI are payable in addition to the Monthly Base Rent.

**3.2 ESCALATIONS.** Commencing on March 1, 2024 and on each March 1<sup>st</sup> thereafter during the Initial Term and each Option Period, if any, Monthly Base Rent shall increase by three percent (3%) over the Monthly Base Rent in effect for the immediately prior Lease Year.

**3.3 ADDITIONAL RENT.** Tenant shall pay, as additional rent (sometimes collectively called “Additional Rent”) all sums of money or charges of whatsoever nature (except Monthly Base Rents) required to be paid by Tenant to Landlord pursuant to this Lease, whether or not the same is designated as “Additional Rent.”

**3.4 LATE PAYMENT CHARGE.** Other remedies for nonpayment of amounts due by Tenant pursuant to this Lease notwithstanding, if any Monthly Base Rent is not received by Landlord within five (5) business days (“Grace Period”) from the due date of the first (1<sup>st</sup>) day of each and every calendar month, a late payment charge (individually, a “Late Payment Charge” and collectively, the “Late Payment Charges”) equal ten percent (10%) of such past due amount shall become immediately due and payable by Tenant in

addition to such past due amount owed to Landlord pursuant to this Lease. Tenant acknowledges and agrees that the Late Payment Charges due after the Grace Period are reasonable in order for Landlord to defray the additional expenses involved in collecting and handling delinquent payments and is not a payment for extension of the rent due date. The failure of Landlord to insist upon the payment of a Late Payment Charge, whether isolated or repeated, shall not be deemed a waiver of Landlord's right to collect such charge for any future delinquencies. If Tenant fails in two (2) consecutive months, or in any three (3) months within any twelve (12) consecutive month period, to make rent payments within five (5) business days after the due date, Landlord, in order to reduce its administrative costs, may require, by giving written notice to Tenant (and in addition to the Late Payment Charge, as well as any other rights and remedies accruing pursuant to this Lease, or at law or in equity), that Monthly Base Rent be paid quarterly, in advance instead of monthly, and that all future rent payments are to be made on or before the due date by cash, cashier's check or money order, and that the delivery of Tenant's personal or corporate check will no longer constitute a payment of rent as provided in this Lease.

3.5 **SECURITY DEPOSIT.** No security deposit is required with respect to the Lease.

#### **Article 4.**

#### **TAXES AND ASSESSMENTS**

4.1 **TENANT'S PROPORTIONATE SHARE OF TAXES.** In addition to the other amounts due to Landlord set forth elsewhere in this Lease, Tenant shall pay to Landlord Tenant's Proportionate Share of any real estate and other *ad valorem* taxes and assessments of every kind and nature (including, but not limited to, general and special assessments, change in ownership taxes or assessments, liens, bond obligations, license fees or taxes, foreseen as well as unforeseen, and any similar impositions in lieu of other imposition now or previously within the definition of real property taxes or assessments) with respect to the Building and the improvements located thereon. Such taxes and assessments are collectively called the "Taxes." With respect to any assessments that may be paid in annual installments, only the amount of such annual installment (with appropriate proration for any partial Lease Year) and statutory interest shall be included within the computation of the annual Taxes for the Lease Year in question. As of the Effective Date of this Lease, there are no real estate or other *ad valorem* taxes payable with respect to the Property or Building. However, in the event Landlord's exemption from said taxes shall change or Landlord conveys the Premises to a non tax-exempt entity or Tenant's activities are not for a public purpose exempt from taxation, Tenant's proportionate share of Taxes shall be payable in addition to the Monthly Base Rent.

4.2 **PAYMENT BY TENANT.** The tax payment required under this Article shall be paid by Tenant at the same time and in the same manner as the Monthly Base Rent, in equal consecutive monthly installments in such amounts as are estimated and billed for each fiscal tax period by Landlord. The first such installment shall be due and payable by Tenant on the Effective Date. Taxes for the first and last tax year in the Term shall be prorated. After Taxes are paid, Landlord will notify Tenant of the amount of Tenant's Proportionate Share of Taxes. If the aforesaid monthly payments for a given period are greater than Tenant's Proportionate Share of the Taxes payable for such period, Tenant shall receive a credit from Landlord for the excess or, if the Lease has terminated, Landlord will refund such difference to Tenant within thirty (30) days after the Taxes are paid by Landlord. If it is determined Tenant's payments are less than Tenant's Proportionate Share of Taxes, Tenant shall pay Landlord the difference within thirty (30) days after written notice from Landlord.

4.3 **RENT TAX.** Should any governmental taxing authority acting under any present or future law, ordinance or regulation levy, assess or impose a tax, excise or assessment (other than an income or franchise tax) upon or against or measured by the Monthly Base Rent, or any part of it, Tenant shall pay such tax, excise and/or assessment when due or shall on demand reimburse Landlord for the amount thereof, as the case may be.

4.4 **PERSONAL PROPERTY TAXES.** Tenant shall be liable for, and shall pay before delinquency, all taxes and assessments (real and personal) levied against (a) any personal property or trade fixtures placed by Tenant in or about the Premises (including any increase in the assessed value of the Premises based upon the value of any such personal property or trade fixtures) and (b) any Tenant improvements or alterations in the Premises (whether installed and/or paid for by Landlord or Tenant). If any such taxes or assessments are levied against Landlord or Landlord's property, Landlord may, after written notice to Tenant (and under proper protest if requested by Tenant), pay such taxes and assessments, and Tenant shall reimburse Landlord therefor within thirty (30) days after demand by Landlord; provided, however, Tenant, at its sole cost and expense, shall have the right, with Landlord's cooperation, to bring suit in any court of competent jurisdiction to recover the amount of any such taxes and assessments so paid under protest.

## **Article 5. OCCUPANCY AND USE OF THE PREMISES**

5.1 **SOLE USE AND TRADE NAME.** Tenant shall use the Premises for the purpose specified in Section 2.4 and for no other purpose whatsoever and shall conduct its business in the Premises solely under the Tenant name specified above. Nothing in this Lease shall be construed to grant Tenant an exclusive right to the purpose specified in Section 2.4 or any other purpose or use. Tenant shall procure, at Tenant's sole expense, any permits or licenses required for the transaction of business in the Premises. In addition, Tenant shall occupy and use the Premises, conduct its business and control its agents, employees, invitees and visitors in such a manner that is first class, lawful, reputable and will not create a nuisance to other tenants at the Property.

5.2 **REQUIREMENTS AND RESTRICTIONS.** Tenant agrees that it:

(a) will not, without Landlord's prior written consent, conduct or permit to be conducted any auction, fire, bankruptcy or going-out-of-business sales or similar type sale in connection with the Premises;

(b) will not use or permit the use of any apparatus for sound reproduction or transmission or of any musical instrument in such manner that the sounds so reproduced, transmitted or produced shall be audible beyond the interior of the Premises; will not utilize an advertising medium within the Premises that can be seen, heard or experienced outside the Premises, including, but not limited to, flashing lights, searchlights, loudspeakers, phonographs, radio or television; will not display, paint or cause to be displayed, painted or placed, any handbills, bumper stickers or other advertising devices on any vehicle parked in the parking area of the Premises; will not distribute, or cause to be distributed, in the Property any handbills or other advertising devices; and will not conduct or permit any activities that might constitute a nuisance;

(c) will keep all mechanical apparatus free of vibration and noise that may be transmitted beyond the confines of the Premises; will not cause or permit strong, unusual, offensive or objectionable noise, odors, fumes, dust or vapors to emanate or be dispelled from the Premises; will not burn trash or store or permit accumulations of any trash, garbage, rubbish or other refuse outside the Premises, except in compactors or other receptacles approved by Landlord;

(d) will not load or permit the loading or unloading of merchandise, supplies or other property, nor ship, nor receive, outside the area and entrance designated therefor by Landlord from time to time; will not permit the parking or standing, outside of said area, of trucks, trailers or other vehicles or equipment engaged in such loading or unloading in a manner to interfere with the use of any Common

Areas or any pedestrian or vehicular use; will use its best efforts to complete or cause to be completed all deliveries, loading, unloading and services to the Premises prior to 10:00 a.m. each day;

(e) will not paint or decorate any part of the exterior of the Premises, or change the architectural treatment thereof, or install any visible protective devices (such as burglar bars or security shutters or window tinting) without first obtaining Landlord's written approval; and will remove promptly upon order of Landlord any paint, decoration or protective device that has been applied to or installed upon the exterior of the Premises without Landlord's prior approval, or take such other action with reference thereto as Landlord may direct;

(f) will not place or maintain any merchandise, vending machines or other articles in the vestibule or entry of the Premises, on the foot walks adjacent thereto or elsewhere on the exterior thereof; will maintain the Premises at its own expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; and will keep refuse in proper containers on the interior of the Premises until removed from the Premises;

(g) will comply (at its sole cost and expense) with all laws, ordinances, orders, rules and regulations of all state, federal, municipal or other agencies or bodies having jurisdiction over the use, condition or occupancy of the Premises (provided that this obligation shall not impose on Tenant any obligation to make capital improvements to the Premises or the Building unless such improvements are required as a result of Tenant's use of the Premises or any alterations or improvements made by or on behalf of Tenant), and comply with the rules and regulations of the Property adopted by Landlord, as set forth on **Exhibit B**;

(h) will not use or permit the use of any portion of the Premises for any unlawful purpose or in violation of any recorded covenants, conditions and restrictions affecting the Building;

(i) will not place, permit or maintain on the exterior walls or roof of the Premises any sign, advertising matter, decoration, lettering, insignia, emblems, trademark or descriptive material (herein called "Signs") and will not permit any Signs to remain or be placed on any window or door of the Premises unless the same have been approved in advance in writing by Landlord; and will maintain any and all Signs as may be approved in good condition and repair at all times, Landlord reserving the right to do so at Tenant's expense if Tenant fails to do so after ten (10) days' notice from Landlord; Tenant acknowledges that it will install its approved Signs, if any, as soon as reasonably practical from date of possession of the Premises; and

(j) will not use the sidewalks adjacent to the Premises, or any other space outside of the Premises, for the sale or display of any merchandise or for other business, occupation or undertaking.

**5.3 EFFECT ON LANDLORD'S INSURANCE.** Tenant shall not do or suffer to be done or keep or suffer to be kept, anything in, upon or about the Building (including the Premises) that will contravene Landlord's policies insuring against loss or damage by fire or other hazards, or that will prevent Landlord from procuring such policies with companies acceptable to Landlord, or that will cause an increase in the insurance rates upon any portion of the Building. If Tenant violates any prohibition provided for in the first sentence of this Section, Landlord may, after providing Tenant with written notice and a reasonable opportunity to cure (not to exceed 20 days and without limiting any of Landlord's other rights and remedies hereunder, at law or in equity), correct the same at Tenant's expense. Tenant agrees to pay to Landlord on demand the amount of any increase in premiums for insurance resulting from any violation of the first sentence of this Section, even if Landlord shall have consented to the doing of or keeping of anything on the Premises that constitutes such a violation (but the payment of such amount shall not entitle Tenant to violate the provisions of the first sentence of this Section).



5.4 **INSPECTION.** Subject to the requirement that Landlord shall not knowingly grant access to the Premises to any individuals who are not U.S. Persons as defined in 22 CFR § 120.15, Landlord, or its authorized agents, may enter the Premises at reasonable times during normal business hours or such other times permitted by Tenant with prior written notice of at least three (3) business days given to Tenant, and at any time if an emergency, without charge, liability, or abatement of Rent, to inspect the same, to supply janitorial service or any other service to be provided by Landlord, to show the Premises to prospective mortgagees, purchasers and during the one hundred and eighty (180) days immediately before this Lease ends to prospective tenants, and for any City or insurance inspections, and to alter, improve or repair the Premises or any other portion of the Property without liability therefor. Notwithstanding the foregoing, Landlord is not obligated to provide any janitorial service or any other service except as expressly stated herein.

## **Article 6.**

### **COMMON AREAS**

6.1 **USE BY TENANT; MAINTENANCE.** Tenant and its employees and invitees are, except as otherwise specifically provided in this Lease, authorized, empowered and privileged during the Term to the nonexclusive use of the Common Areas (defined below) for their respective intended purposes in common with other persons. Landlord agrees to maintain, as part of Common Area Costs (defined below), the Common Areas in working order, repair and condition consistent with the condition of the Common Areas on the Effective Date and keep the same properly lighted during periods that a majority of the Building is open and for a reasonable period thereafter. If any owner or tenant of any portion of the Building maintains Common Areas located upon its parcel or premises (Landlord shall have the right, in its sole discretion, to allow any purchaser or tenant to so maintain Common Areas located upon its parcel or premises and to be excluded from participation in the payment of Common Area Costs), Landlord shall not have any responsibility for the maintenance of that portion of the Common Areas. If any such owner or tenant fails to maintain its portion of the Common Areas, Tenant may so notify Landlord, and upon receipt of Tenant's notice, within a reasonable amount of time Landlord shall take reasonable actions to remedy such failure and return the Common Area to a good condition but shall not be required to expend any sums of money or pursue any judicial remedy.

6.2 **COMMON AREAS DEFINED.** "Common Areas" means all areas, facilities, and improvements provided in the Building and Property from time to time for the convenience and use of the tenants and patrons of the Building and Property that are not reserved for the exclusive use of any Building occupants and shall include, but not be limited to, the parking areas and facilities, sidewalks, stairways, service corridors, truckways, ramps, loading docks, delivery areas, landscaped areas, access and interior roads, lighting facilities and similar areas and facilities situated within the Property that are not reserved for the exclusive use of any Building occupants.

6.3 **RULES AND REGULATIONS.** Tenant agrees to comply with such reasonable rules and regulations as Landlord may deem necessary or advisable for the proper efficient use, operation and maintenance of the Common Areas and all reasonable non-discriminatory modifications thereof and additions thereto from time to time put into effect and furnished to Tenant by Landlord. Landlord shall endeavor to enforce such rules and regulations, but shall have no liability to Tenant for the violation or non-performance by any other tenant or occupant of the Building of any such rules and regulations, provided that such violations or non-performance by other tenants or occupants do not materially interfere with Tenant's quiet enjoyment of the Premises.

6.4 **LANDLORD'S CONTROL.** Landlord shall at all times during the Term have the sole and exclusive control, management and direction of the Common Areas, other than those managed by a

purchaser or tenant, and the right to make reasonable changes to the Common Areas, and may at any time and from time to time during the Term exclude and restrain any person from use or occupancy thereof, excepting, however, Tenant and other tenants of Landlord, tenant employees, and *bona fide* invitees of either who make use of the said areas in accordance with the rules and regulations established by Landlord from time to time with respect thereto. The rights of Tenant in and to the Common Areas shall at all times be subject to the rights of others to use the same in common with Tenant. Landlord may at any time and from time to time close all or any portion of the Common Areas to make repairs, improvements, alterations or changes and, to the extent necessary in the opinion of Landlord, to prevent a dedication thereof or the accrual of any rights to any person or to the public therein. Landlord may close temporarily any or all portions of the Common Areas to discourage non-customer parking and use and to do and perform such other acts in and to the Common Areas as, in the exercise of good business judgment, Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by occupants and tenants, their employees and invitees. Provided Landlord does not materially interfere with Tenant's use of and access to the Premises, Landlord's rights shall also include, but not be limited to, the right to (a) restrain persons from any unauthorized use of the Common Areas; and (b) reasonably change the shape and size of the Common Areas, add, eliminate or change the location of improvements to the Common Areas, including, without limitation, buildings, lighting, parking areas, landscape areas, roadways, drive aisles, walkways and curb cuts.

**6.5 EMPLOYEE PARKING.** Landlord may from time to time designate a particular parking area or areas to be used by its tenants. If it does so, Tenant and its employees shall park their vehicles only in those portions of the Building designated for that purpose by Landlord. Tenant shall be responsible for ensuring that its employees comply with all the provisions of this Section and such other parking rules and regulations as may be adopted and implemented by Landlord from time to time, including, but not limited to, systems of validation, shuttle transportation or any other programs which may be deemed necessary or appropriate by Landlord to control, regulate or assist parking at the Building.

**6.6 LANDLORD'S USE OF COMMON AREAS.** Landlord shall at all times have the right to utilize the Common Areas, or any part thereof, for landscaping, decorative items and any other use which, in Landlord's judgment, does not materially interfere with Tenant's business or the parking available for use by Tenant.

**6.7 COMMON AREA COSTS.** "Common Area Costs" means all costs incurred in a manner deemed by Landlord to be reasonable and appropriate and for the best interests of the Building in connection with the operation, maintenance, replacement and repair of the Common Areas, including, but not limited to, the costs and expenses of:

(a) operating, maintaining, insuring, repairing, lighting (including, without limitation, the cost of the electricity therefor), cleaning, painting and striping of, and removing debris from, the Common Areas; compacting and removing garbage and trash from Common Areas; maintaining and repairing ducts, conduits and similar items, fire protection systems, utility, sprinkler and security alarm systems, storm and sanitary drainage systems and other utility systems, Building signs (whether owned by Landlord or rented and whether or not located on the Building) and decorations on and off the Building, directional signs and markers, and on- and off-site traffic regulation and control signs and devices;

(b) premiums for workers' compensation insurance, plate glass insurance for glass exclusively serving the Common Areas and all other insurance pertaining to the Common Areas;

(c) reserves of not more than five percent (5%) of the Common Area Costs for deferred repairs and maintenance;

(d) planting, replanting and replacing flowers, shrubbery, plants, trees and other landscaping, and all water used to irrigate flowers, shrubbery, plants, trees and other landscaping located on Common Areas;

(e) repair, resurface, and maintenance of the parking areas and access drives;

(f) cost of pest control for the Common Areas and the cost of termite protection for the Building;

(g) maintenance, repair, inspection of all machinery, equipment and systems used in the operation, maintenance or security of the Common Areas and all personal property taxes and other charges incurred in connection with such equipment;

(h) personnel, including, without limitation, security and maintenance personnel to implement the operation, maintenance, repair and replacement of the Common Areas; the manager, the manager's secretary and the management bookkeeper or bookkeepers (including, without limitation, the payroll, payroll taxes, employee benefits, pension payments, fringe benefits and uniforms (and dry-cleaning thereof) of any such implementing personnel, manager, secretary and bookkeepers); and

(i) market rate management fees capped at 5% gross rent.

Notwithstanding the foregoing, although the Common Area Costs include the foregoing items, the parties have stipulated that Tenant's Share of Common Area Costs is a fixed amount as set forth in Section 3.1 and will not vary based upon the amount of the foregoing costs incurred.

## **Article 7. HAZARDOUS SUBSTANCES**

**7.1 RESTRICTION ON USE.** Tenant shall not use or permit the use of the Premises for the generation, storage, treatment, use, transportation, handling or disposal of any chemical, material or substance that is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any governmental authority, or which, even if not so regulated, may or could pose a hazard to the health or safety of persons on the Premises or other tenants or occupants of the Building or property adjacent thereto ("Environmental Hazard"), and no Environmental Hazard shall be brought unto the Premises without the Landlord's express written approval. Tenant agrees that it will at all times observe and abide by all laws and regulations relating to the handling of Environmental Hazards and will promptly notify Landlord of (a) the receipt of any warning notice, notice of violation, or complaint received from any governmental agency or third party relating to an Environmental Hazard and (b) any release of Environmental Hazards on the Premises and/or Property. Tenant shall, in accordance with all applicable laws, carry out, at its sole cost and expense, any remediation required as a result of the release of any Environmental Hazard by Tenant or by Tenant's agents, employees, contractors or invitees, on the Premises or in the Building or on the Property. Notwithstanding the foregoing, Tenant shall have the right to bring on to the Premises reasonable amounts of cleaning materials and the like necessary for the operation and maintenance of the Tenant's business, but Tenant's liability with respect to such materials shall be as set forth in this Article.

### **7.2 ENVIRONMENTAL CONDITIONS.**

(a) Tenant acknowledges that certain material Environmental Conditions, as defined below, exist on the Property as set forth in the Limited Renovation Asbestos Survey Report for Post Office, Building 332, 13618 Lake Fretwell Street, Jacksonville, Florida performed by GLE and dated November, 2011 and attached hereto as **Exhibit C** (the "Asbestos Survey Report"). Environmental Conditions means

any regulated condition under Environmental Laws including, but not limited to, the presence of PCBs, asbestos and asbestos containing materials, radon, underground storage tanks, mold or poor air quality, including, without limitation, the presence of chlorofluorocarbons. A material Environmental Condition means the presence of an Environmental Condition in excess of legally permitted maximum thresholds or for which some type of notification, investigation or remediation is required under Environmental Laws. Environmental Laws means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601-9657 (and any similar successor laws or regulations); the Hazardous Materials Transportation Act of 1975, 42 U.S.C. Section 1001-1012 (and any similar successor laws or regulations), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901-6987 (and any similar successor laws or regulations); the Clean Air Amendments of 1990 (and any similar successor laws or regulations); or any other federal state, county, local, or municipal law, ordinance, code, judgments, decrees, licenses, injunction or regulation related to Environmental Conditions. Further, Landlord agrees that if a material Environmental Condition is found to exist, except for any material Environmental Condition caused by any acts or omissions of Tenant or any of Tenant's agents, officers, directors, representatives, employees, subtenants, assignees, licensees, contractors, subcontractors or invitees (collectively, "Tenant Parties"), Landlord shall perform any remediation required by relevant statute, at Landlord's cost and expense (not includable in Operating Expenses), and in such a manner as to minimize interference with Tenant's use and occupancy of the Premises. If the Premises become untenantable due to an Environmental Condition or due to the required remediation for more than three (3) days, rent shall abate for the period that the Premises remain un-tenantable. If the Environmental Condition is such that the Premises shall remain untenantable for over ninety (90) days Tenant shall have the right to terminate the lease.

(b) **Notification of Asbestos.** Landlord hereby notifies Tenant, in accordance with the Occupational Safety and Health Administration asbestos rule (1995), 59 Fed. Reg. 40964, 29 CFR §1910.1001 et seq. and 1926.1101 et seq., clarification 60 Fed. Reg. 33974, 40 C.F.R. Part 763, Subpart G ("Asbestos Rule"), of the presence of asbestos containing materials ("ACMs") and/or presumed asbestos-containing materials ("PACMs") (as such terms are defined in the Asbestos Rule), in the following locations within the Premises: **THE CEILING MATERIAL ABOVE THE NORTHEAST SUSPENDED CEILING SYSTEM.** In addition, Landlord hereby notifies Tenant that signs required by the Asbestos Rule ("Notice Signs") have been posted within the Building.

- i. Such notification by Landlord is made pursuant to the Asbestos Survey Report.
- ii. Tenant acknowledges receipt of such notification in Paragraph 7.2(b), and understands, after having consulted its legal counsel, that the purpose of such notification is to make Tenant, its agents, employees, and contractors aware of the presence of ACMs and/or PACMs in the Building in order to avoid or minimize any damage to or disturbance of such ACMs and/or PACMs. Tenant acknowledges, and has executed Exhibit D attached hereto as further evidence of its acknowledgement, that it is aware of its own obligations under the Asbestos Rule due to the presence of ACMs and/or PACMs in the Premises and shall not remove or deface any of the Notice Signs.

(c) **Acknowledgment from Tenant's Contractors/Employees.** Tenant shall deliver to Landlord a copy of a signed acknowledgment (in the same form as Exhibit D attached hereto) from any contractor, agent, or employee of Tenant prior to the commencement of any of the following activities within or about the Premises:

- i. Removal of thermal system insulation (TSI) and surfacing containing ACMs and/or PACMs (i.e., sprayed-on or troweled-on material, such as textured ceiling paint or fireproofing material);

- ii. Removal of ACMs and/or PACMs that are not TSI or surfacing ACMs and/or PACMs;
- iii. Repair and maintenance operations that are likely to disturb ACMs and/or PACMs;
- iv. Custodial and housekeeping activities where even minimal contact with ACMs and/or PACMs may occur;
- v. Salvage of structures with ACMs and/or PACMs;
- vi. Construction, alteration, repair, maintenance, or renovation of structures or substrates with ACMs and/or PACMs (e.g., plumbing, electrical, or HVAC work); and
- vii. Transportation, disposal, and storage of products containing ACMs and/or PACMs on a construction site.

7.3 **SURVIVAL.** The provisions of this Article shall survive the termination of this Lease.

## **Article 8. ALTERATIONS TO PREMISES**

**8.1 ALTERATIONS; DAMAGES.** Tenant shall make no structural alterations, additions or changes in or to the Premises without Landlord's prior written consent. In no event shall Tenant make or cause to be made any penetration through any roof, floor or exterior or corridor wall without the prior written consent of Landlord. In addition, except for cosmetic work involving only carpet and paint which Tenant shall be permitted to make without Landlord's consent, Tenant will not make or permit any non-structural alterations without obtaining the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall be responsible for any and all damages resulting from any alteration, addition or change Tenant makes, whether or not Landlord's consent therefor was obtained. Except for non structural, cosmetic changes to the Premises, any and all alterations, additions and changes made to the Premises which are consented to by Landlord and which are structural in nature shall be made under the supervision of a licensed architect or licensed structural engineer and in accordance with plans and specifications approved in writing by the Landlord before the commencement of the work and all necessary governmental approvals and permits, which approvals and permits Tenant shall obtain at its sole expense. All contractors and subcontractors used by Tenant shall be subject to Landlord's prior written approval. Prior to proceeding with any alteration, Tenant shall provide Landlord with at least fifteen (15) days prior written notice. In addition, Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount sufficient to ensure the lien-free completion of such alterations and naming Landlord as a co-obligee. All work with respect to any alterations, additions and changes must be done in compliance with applicable laws and all alterations shall be performed in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of the work. Subject to the terms hereof, any work done by Tenant without Landlord's consent shall be returned to its original condition at Tenant's expense upon request by Landlord. All alterations which have been consented to by Landlord shall become part of the Premises and shall become the Landlord's property and remain on the Premises at the end of the Lease Term. Nevertheless, Tenant may remove its trade fixtures, furniture, equipment, and other personal property if Tenant promptly repairs any damage caused by their removal, ordinary wear and tear excepted. When Landlord consent is required as stipulated above such consent shall not be unreasonably withheld, conditioned or delayed. Landlord shall have the right, but not the duty, to review all plans, specifications and working drawings for Tenant's alterations. If Landlord elects to perform such review, then with respect to any alterations that are structural or involve Building systems, Tenant shall pay to Landlord, as Additional Rent, the reasonable costs of Landlord's engineers and other consultants for review of all plans, specifications and working drawings for Tenant's alterations, within sixty (60) calendar days after Tenant's receipt of invoices either from Landlord or such consultants.

Landlord shall have the right, but not the duty to coordinate or supervise Tenant's alterations. If Landlord elects to do so, then, in addition to costs for plan review as aforesaid, Tenant shall pay to Landlord, within sixty (60) calendar days after completion of any alterations, the actual, reasonable costs incurred by Landlord for services rendered by Landlord's management personnel and engineers to coordinate and/or supervise any of the alterations to the extent such services are provided in excess of or after the normal on-site hours of such engineers and management personnel. Landlord's rights hereunder are pursuant to its proprietary authority and shall not be deemed to replace or substitute for the regulatory authority of the City of Jacksonville with respect to any such alterations. No review or supervision by Landlord shall constitute or create any duty on or warranty by Landlord regarding the feasibility or quality of the constructions documents, the quality of condition of the alterations or the competence or qualifications of any third party furnishing services, labor or materials in connection with Tenant's alterations. Tenant acknowledges that it has no reasonable right to rely on any review or supervision by Landlord in the exercise of its rights under the provisions of this Section.

**8.2 COMPLIANCE WITH LAWS.** Any permitted changes, alterations and additions made by Tenant shall be performed strictly in accordance with applicable laws, rules, regulations and building and zoning codes relating thereto, including, without limitation, the provisions of Title III of the Americans with Disabilities Act of 1990 ("Applicable Laws"). Tenant shall have the work performed (a) in such a manner so as not to obstruct the access to the Premises or to the premises of any other tenant or obstruct the Common Areas, (b) so as not to interfere with the occupancy of any other tenant of the Building or the Property and (c) at such times, in such manner and subject to such rules and regulations as Landlord may from time to time reasonably designate. Throughout the performance of Tenant's alterations, Tenant shall obtain, or cause its contractors to obtain, workers compensation insurance and commercial general liability insurance in form and substance reasonably satisfactory to Landlord and, list Landlord as an additional insured thereunder. Notwithstanding anything contained in this Lease to the contrary, Tenant acknowledges that the Building may not be in strict compliance with governmental regulations and codes. Accordingly, Landlord make no representations or warranties with respect to compliance of the Building and Premises with applicable laws, rules, regulations and building codes.

**8.3 TENANT'S COMPLIANCE WITH LAWS.** Tenant shall comply with all Applicable Laws: (i) regarding the physical condition of the Premises, but only to the extent the Applicable Laws pertain to the particular manner in which Tenant uses the Premises; or (ii) that do not relate to the physical condition of the Premises but relate to the lawful use of the Premises and with which only the occupant can comply, such as laws governing maximum occupancy, workplace smoking, and illegal business operations.

**8.4 INSURANCE AND RECONSTRUCTION.** In the event Tenant shall make any alterations, additions or changes to the Premises, none of such alterations, additions or changes need be insured by Landlord under such insurance as Landlord may carry upon the Landlord's Building, nor shall Landlord be required under any provisions of this Lease to reconstruct or reinstall any such alterations, additions or changes in the event of casualty loss, it being understood and agreed that all such alterations, additions or changes shall be insured by Tenant and reconstructed by Tenant (at Tenant's sole expense) in the event of a casualty loss.

Prior to the commencement of work on any alterations or reconstruction, Tenant shall obtain, or cause its contractors to obtain, all-risk "Builder's Risk" insurance, workers' compensation insurance, commercial general liability, Environmental insurance and all other insurance required by Landlord's Office of Risk Management at the time of such alteration or reconstruction, in form and substance satisfactory to Landlord, and shall name Landlord as an additional insured thereunder. All insurance must be reviewed and approved by the City's Office of Risk Management prior to commencement of the work.

**Article 9.**  
**LIABILITY AND INDEMNITY**

9.1 **LANDLORD'S LIABILITY.** Landlord shall not be liable for any damage or liability of any kind or for any injury to or death of any persons or damage to any property on or about the Premises from any cause whatsoever, except to the extent any such matter is not covered by insurance required to be maintained by Tenant under this Lease, and is attributable to Landlord's negligence or willful or intentional misconduct, and for which Landlord has been found legally responsible. Notwithstanding anything to the contrary set forth in this Lease, as a public entity under the State of Florida, Landlord is self-insured pursuant to Florida law and Landlord's liability is subject in all respects to the limitations and partial waiver of sovereign immunity set forth in and consistent with §768.28, Florida Statutes (2019) (which provisions are not waived, altered or expanded).

9.2 **INDEMNIFICATION.** Tenant hereby agrees to indemnify, defend and save Landlord and Landlord's Parties harmless from any and all claims, actions, judgments, suits, losses, damages, injuries, fines, penalties, demands, costs and expenses and liabilities of whatsoever or nature, including reasonable attorneys' fees, expert fees and court costs at all tribunal levels ("Losses") arising directly or indirectly out of or related to (a) any damage or liability occasioned in whole or in part by any use or occupancy of the Premises or by any act or omission of Tenant or the Tenant Parties; (b) the use of the Premises and Common Areas and conduct of Tenant's business by Tenant or any Tenant Parties, or any other activity, work or thing done, permitted or suffered by Tenant or any Tenant Parties, in or about the Premises, Landlord's Building or elsewhere on the Building; and/or (c) any breach or default by Tenant of any obligations on Tenant's part to be performed under the terms of this Lease (the "Indemnified Claims"). In case any action or proceeding is brought against Landlord or Landlord's officers, employees, agents, representatives, council members, successors and assigns (collectively, "Landlord Parties") by reason of any such Indemnified Claims, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel approved in writing by Landlord, which approval shall not be unreasonably withheld.

Without limiting the foregoing, the Indemnified Claims shall also include those Losses:

(a) General Tort Liability, arising out of injury (whether mental or corporeal) to persons (including death) or damage to property, arising out of or incidental to the performance of the Lease or work performed hereunder by Tenant or any of the Tenant Parties (the "Indemnifying Parties"); and

(b) Environmental Liability, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees), arising from or in connection with (a) the Indemnifying Parties' actions or activities under this Lease that result in a violation of any environmental law, ordinance, rule or regulation or that leads to an environmental claim or citation or to damages due to the Indemnifying Parties' activities, (b) any environmental, health and safety liabilities arising out of or relating to the operation or other activities performed in connection with this Lease by the Indemnifying Parties at any time on or prior to the effective date of this Lease, or (c) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by the Indemnifying Parties. Tenant will be entitled to control any remedial action and any legal proceeding relating to an environmental claim; and

(c) Intellectual Property Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all

costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees), arising directly or indirectly out of any allegation that the Tenant's operations on the Premises (the "Operation"), any product generated by the Operation, or any part of the Operation, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right and will pay all costs (including, but not limited to reasonable attorney's fees and court costs), damages, charges and expenses charged to the Indemnified Parties by reason thereof. If in any suit or proceeding, the Operation, or any product generated by the Operation, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure for the Indemnified Parties a license, authorizing the continued use of the Operation or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Operation or product with a non-infringing Operation or product or modify such Operation or product in a way satisfactory to Tenant, so that the Operation or product is non-infringing; and

(d) Violation of Laws Liability, including without limitation any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) charged to, recovered from or incurred by, any of the Indemnified Parties arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, or regulations, by Tenant or those under their control. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Lease or otherwise. This section relating to Indemnification shall survive the Term, and any holdover and/or contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Lease; and

(e) Liability from Breach of Representations, Warranties and Obligations, including without limitation, any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney's fees) that may be incurred by, charged to or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by the Indemnifying Parties in connection with the Lease or in any certificate, document, writing or other instrument delivered by the Indemnifying Party, or (b) any breach of any covenant or obligation of the Indemnifying Parties set forth in this Lease or any other certificate, document, writing or other instrument delivered by the Indemnifying Parties pursuant to this Lease; and

(f) The Tenant shall be and remain liable, in accordance with applicable law, and shall indemnify, hold harmless and defend the Landlord for all damages to the Landlord caused by the Tenant's breach of contract or its negligent performance of this Lease.

Notwithstanding the foregoing, the Indemnified Claims shall not include, and Tenant shall not be liable for, damage or injury to the extent occasioned by the negligence or willful acts of the Landlord or its agents, contractors, servants or employees unless such damage or injury arises from perils against which Tenant is required by this Lease to insure and then only to the extent of such insurance. Tenant's indemnification obligation under this Section shall survive the expiration or earlier termination of this Lease. Tenant's covenants, agreements and indemnification in this Lease, are not intended to and shall not relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease.

**This Article relating to Indemnification shall survive the Term, and any holdover and/or contract extensions thereto, whether such Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Lease.**



9.4 To the extent an Indemnified Party exercises its rights under this Article, the Indemnified Party will (1) provide reasonable notice to Tenant of the applicable claim or liability, and (2) allow Tenant to participate in the litigation of such claim or liability (at Tenant's expense) to protect its interests.

## **Article 10. INSURANCE**

### **10.1 GENERAL.**

(a) Without limiting its liability under this Lease, Tenant, and any sub-tenant if applicable, shall at all times during the term of this Agreement procure, prior to taking possession of the Premises and maintain at its sole expense during the life of this Lease, insurance of the types and limits not less than amounts stated below:

<b>Worker's Compensation Employer's Liability</b>	Florida Statutory Coverage \$ 1,000,000 Each Accident \$ 1,000,000 Disease Policy Limit \$ 1,000,000 Each Employee/Disease
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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, USL&H and Jones, and any other applicable federal or state law. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

<b>Commercial General Liability</b>	\$1,000,000	General Aggregate
	\$1,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 300,000	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 Lessor'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 connection with Tenants's use of the Premises)		

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.

## **10.2 ADDITIONAL INSURANCE PROVISIONS**

(a) Additional Insured: All insurance except Worker's Compensation shall be endorsed to name Landlord and Landlord's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than the most recent version of ISO form CG 2011.

(b) Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of Landlord and its members, officials, officers employees and agents.

(c) 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 of Landlord's members, officials, officers, employees and agents.

(d) Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Lease shall remain the sole and exclusive responsibility of the named insured Tenant. Under no circumstances will the Landlord or its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Lease.

(e) Tenant's Insurance Additional Remedy. Compliance with the insurance requirements of this Lease shall not limit the liability of the Tenant or its sub-tenants, assignees, 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.

(f) 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.

(g) Certificates of Insurance. Tenant shall provide the Landlord Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

(h) Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

(i) Notice. The 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 Agreement 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, Landlord may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that Landlord also be named as an additional insured.

### 10.3 **PROPERTY INSURANCE**

(a) **Landlord's Building Insurance.** At all times during the Term, Landlord shall keep the Building, including the Improvements insured against damage and destruction by fire, vandalism, and other perils -- so called "All Risks" perils. Building insurance shall include the perils of Earth Movement (if available), Named Windstorm, Flood, and Boiler and Machinery.

(b) **Tenant's Property Insurance.** Each party shall keep its personal property and trade fixtures in the Premises insured against damage and destruction by fire, vandalism, and other so called "All Risks" perils, provided, however, that Tenant shall not be required to reimburse Landlord or provide earthquake insurance for any property or improvements. The amount of the insurance shall be in an amount to cover one hundred percent (100%) of the replacement value of the property and fixtures, as that value may exist from time to time. Tenant shall also keep any improvements made to the Premises at Tenant's request insured to the same degree as Tenant's personal property.

**10.4 COMPLIANCE WITH INSURANCE AND GOVERNMENTAL REQUIREMENTS.** Tenant agrees at its sole cost and expense, to comply with all reasonable recommendations and requirements with respect to the Premises, or its use or occupancy, of the insurance underwriters and any similar public or private body, and any governmental authority having jurisdiction over insurance rates with respect to the use or occupancy of the Building, including, but not limited to, installation of fire extinguishers or automatic dry chemical extinguishing systems, any changes, modifications or alterations in the sprinkler system or additional sprinkler heads or the location of partitions, trade fixtures or other contents of the Premises.

**10.5 LIMIT OF LANDLORD'S RESPONSIBILITY.** Except to the extent such matter is not covered by the insurance required to be maintained by Tenant under this Lease and is attributable to the willful or intentional misconduct or gross negligence of Landlord, Landlord shall not be responsible or liable to Tenant or the Tenant Parties for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying space in any other part of the Building, or for any loss or damage resulting to the Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes or for any damage caused by water leakage from any part of the Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other places or by dampness or by any other cause of whatsoever nature, or loss of property within the Premises from any cause whatsoever or any damage caused by other tenants or persons in the Premises, occupants of adjacent property of the Building, or the public, or caused by construction of any private, public or quasi-public work. Landlord shall in no event be liable for any consequential damages or loss of business or profits and Tenant hereby waives any and all claims for any such damage. All property of Tenant kept or stored in the Premises shall be so kept or stored at the sole risk of Tenant and Tenant shall hold Landlord harmless from any claims arising out of

damage to the same, including subrogation claims by Tenant's insurance carriers, unless such damage shall be caused by the gross negligence or willful misconduct of Landlord and is not covered by the insurance required to be maintained by Tenant under this Lease.

## **Article 11. RECONSTRUCTION**

**11.1 LANDLORD'S DUTY TO RECONSTRUCT.** In the event Landlord's Building is damaged or destroyed by any of the risks against which Landlord has procured insurance, Landlord shall (subject to being able to obtain all necessary permits and approvals therefor), within one hundred twenty (120) days after such damage or destruction (unless Landlord terminates this Lease), commence to repair, reconstruct and restore or replace Landlord's Building and prosecute the same diligently to completion. In no event shall Landlord be liable for interruption to Tenant's business or for damage to or repair, reconstruction, restoration or replacement of any of those things that Tenant is required to insure, nor shall Landlord be required to expend more for any repair, reconstruction, restoration, or replacement of Landlord's Building pursuant to this Section than the amount of insurance proceeds paid to Landlord in connection therewith plus the amount of any applicable deductible.

**11.2 TENANT'S DUTY TO RECONSTRUCT.** If any item that Tenant is required to insure is damaged or destroyed by any of the risks referred to in Tenant's insurance policy, Tenant shall, within one hundred twenty (120) days thereafter (unless Landlord terminates this Lease), commence to repair, reconstruct and restore or replace said matters and prosecute the same diligently to completion. Prior to any reconstruction, Tenant shall procure, or shall cause its contractor to procure the insurance coverage required by Article 10 hereof.

**11.3 LANDLORD'S RIGHT TO TERMINATE.** Landlord shall have the option to terminate this Lease upon giving written notice to Tenant of exercise thereof within one hundred twenty (120) days after the Landlord's Building is damaged or destroyed if:

- (a) no part of the Premises remains tenantable after damage or destruction thereof from any cause; or
- (b) the Landlord's Building is damaged or destroyed as a result of a risk not covered or substantially not covered (in Landlord's good faith discretion) by Landlord's insurance; or
- (c) the damage or destruction of the Landlord's Building occurs within the last twelve (12) months of the Term (including any Option Period that has been or is exercised by Tenant) or will take more than one hundred twenty (120) days to repair; or
- (d) twenty-five percent (25%) or more of the GLA in the Landlord's Building immediately prior to the damage or destruction is rendered untenable thereby; or
- (e) the holder of any mortgage, deed of trust or other lien requires the use of all or any part of Landlord's insurance proceeds in satisfaction of all or any part of the indebtedness secured by any such mortgage, deed of trust or other lien.

Unless terminated, this Lease shall continue in full force and effect, and Landlord and Tenant shall perform their respective obligations. Upon any termination of this Lease under any of the provisions of this Section, the Monthly Base Rent shall be adjusted as of the date of such termination and the parties shall be released therefrom without further obligation to the other party coincident with the surrender of possession of the Premises to the Landlord, except for items that have theretofore accrued and are then unpaid and

except for those terms and provisions of this Lease that expressly survive the expiration or sooner termination of this Lease.

**11.4 ABATEMENT OF RENT.** If this Lease is not terminated by Landlord and if the Premises have been rendered wholly or partially untenantable by such damage or destruction, then the Monthly Base Rent payable by Tenant under this Lease during the period the Premises are untenantable shall be abated in direct proportion to the percentage of the GLA in the Premises that is untenantable.

**11.5 TENANT'S RIGHT TO TERMINATE DUE TO DAMAGE OR DESTRUCTION.** This Lease sets forth the terms and conditions upon which this Lease may be terminated in the event of any damage or destruction. If Landlord fails to commence the restoration within one-hundred twenty (120) days after the casualty and such delay is not caused by Tenant (or any Tenant Parties), Tenant shall have the right to terminate this Lease by notice to Landlord given prior to Landlord's commencement of construction. In addition, Tenant shall have the right to terminate this Lease by giving written notice to Landlord of exercise thereof within one hundred twenty (120) days after the date Landlord's Building is damaged or destroyed if:

(a) no part of the Premises remains tenantable after damage or destruction thereof from any cause; or,

(b) the damage or destruction of the Landlord's Building occurs within the last twelve (12) months of the Term (including any Option Period that has been or is exercised by Tenant) or will take more than one hundred twenty (120) days to repair; or

(c) twenty-five percent (25%) or more of the GLA in the Landlord's Building immediately prior to the damage or destruction is rendered untenantable thereby.

**11.6 TENANT'S RIGHT TO TERMINATE FOR OTHER REASONS.** Tenant shall have the right to terminate this Lease effective as of February 28, 2024 by giving written notice of no less than sixty (60) days to Landlord of exercise thereof. In addition, Tenant shall have the right to terminate this Lease effective as of February 28, 2025 by giving written notice of no less than sixty (60) days to Landlord of exercise thereof. Furthermore, Tenant shall have the right to terminate the Lease by giving written notice in the event of Landlord's default as described under Section 18.1 (which termination may be exercised by Tenant only after all applicable notice and cure periods in Section 18.1 have run).

## **Article 12.**

### **MAINTENANCE OF PREMISES**

**12.1 LANDLORD'S DUTY TO MAINTAIN.** Landlord will keep the roof, exterior walls, structural columns and structural floor or floors, HVAC equipment (whether such HVAC equipment is located inside or outside the Premises), sprinkler equipment (whether such equipment is located inside or outside the Premises), (excluding outer floor and floor coverings, walls installed at the request of Tenant, doors, windows and glass) in good repair. Notwithstanding the foregoing provisions of this Section, Landlord shall not in any way be liable to Tenant on account of its failure to make repairs unless Tenant shall have given Landlord written notice of the necessity for such repairs and has afforded Landlord a reasonable opportunity to effect the same after such notice, and provided that any damage arising therefrom shall not have been caused by the negligence or willful act or omission of Tenant or Tenant Parties (in which event Tenant shall be responsible therefor) or have been caused to any of the items Tenant is required to insure. If Landlord (i) fails to make a repair with regard to Landlord's obligations under this Section 12.1 with respect to the Premises within thirty (30) days after written notice from Tenant specifically stating that Tenant intends to exercise its self-help rights hereunder (or such greater period of time as may be

required provided that Landlord has commenced to cure within thirty (30) days and is proceeding diligently thereafter to completion), (ii) such failure materially and adversely affects Tenant's ability to operate its business in the Premises, and (iii) there is no Event of Default, then Tenant may undertake to perform same; provided, however, that Tenant shall not have the right to make such repairs if Landlord's failure to commence or complete such repairs is caused by delays not caused by Landlord. Notwithstanding the foregoing, in the event of an actual emergency (i.e., imminent danger to persons or property) where it is not possible through reasonable means to notify Landlord, Tenant may make such repairs but only to the extent necessary to address the emergency. Tenant agrees to use Landlord's contractors, including without limitation, Landlord's roofing contractor for any work if necessary so as not to invalidate any applicable warranties, provided that Landlord's contractor's rates are reasonable and competitive for such services. Tenant shall submit for Landlord's review all invoices substantiating the cost of such repairs. To the extent that Landlord in good faith does not dispute the same, Tenant may deduct and offset the reasonable and actual out-of-pocket cost of such repairs from any Monthly Base Rent owing to Landlord.

**12.2 TENANT'S DUTY TO MAINTAIN.** Tenant will, at its own cost and expense, maintain the Premises (except that part Landlord has agreed to maintain) in good and tenantable condition, and make all repairs to the Premises and every part thereof as needed. Tenant's obligations under this Section shall include, but not be limited to, modifying, repairing and maintaining items as are required by any governmental agency having jurisdiction thereof (whether the same is ordinary or extraordinary, foreseen or unforeseen), interior walls and glass, and the interior portions of exterior walls, ceilings, utility meters, pipes and conduits within the Premises, and all utility meters, and all pipes and conduits outside the Premises between the Premises and the service meter, all fixtures, the store fronts and all exterior glass, all of Tenant's signs, locks and closing devices, and all window sashes, casement or frames, doors and door frames. Tenant shall make no adjustment, alteration or repair of any part of any sprinkler or sprinkler alarm system in or serving the Premises without Landlord's prior written approval. All broken glass, both exterior and interior, shall be promptly replaced by Tenant with glass of the same kind, size and quality. Tenant shall permit no waste, damage or injury to the Premises and Tenant shall initiate and carry out a program of regular maintenance and repair of the Premises, including the painting or refinishing of all areas of the interior and the store front, so as to impede, to the extent possible, deterioration by ordinary wear and tear and to keep the same in attractive condition. Tenant will not overload the electrical wiring serving the Premises and will install, at its expense, but only after obtaining Landlord's written approval, any additional electrical wiring that may be required in connection with Tenant's apparatus.

**12.3 LANDLORD'S REPAIR OF PREMISES.** Landlord shall be under no obligation to make any repairs, replacements, reconstruction, alterations, or improvements to or upon the Premises or the mechanical equipment exclusively serving the Premises except as expressly provided for herein.

**12.4 LANDLORD'S RIGHT OF ENTRY AND USE.** Tenant has a leasehold estate with the right of possession and quiet enjoyment, subject to Tenant's compliance with the terms of this Lease. Tenant is also a national defense contractor with stringent security requirements. Landlord shall have no right to enter the Premises except as otherwise specifically provided in this Lease. Subject to the security regulations of the United States government, its agencies and departments, including but not limited to the requirement that Landlord shall not knowingly grant access to the Premises to any individuals who are not U.S. Persons as defined in 22 CFR § 120.15, Landlord and its agents, servants, and employees may enter the Premises at reasonable times during normal business hours or such other times permitted by Tenant with prior written notice of at least three (3) business days given to Tenant in accordance with the Notice Provision contained in this Lease, and at any time if an emergency, without charge, liability, or abatement of Rent, to examine the Premises, make repairs, alterations, improvements, and additions either required by this Lease or advisable to preserve the integrity, safety, and good order of part or all of the Premises or Building; or to show the Premises to prospective lenders or purchasers and during the one hundred and eighty (180) days immediately before this Lease ends to prospective tenants, accompanied, if requested by

Tenant, by a Tenant representative, provided that in all instances Landlord shall minimize interference with Tenant's business operations. Notwithstanding any provision in this Lease to the contrary, Tenant may refuse entry to any business competitor at Tenant's sole discretion.

**Article 13.**  
**UTILITIES AND GARBAGE DISPOSAL**

**13.1 WATER, SANITARY SEWER, TELEPHONE AND ELECTRIC SERVICE.** Tenant shall pay for all utilities and sanitary services used within the Premises and make such deposits to assure service as may be required by the utility or sanitary service company providing the same. Landlord shall not be liable for any interruption or failure whatsoever in utility services, nor shall any such failure or interruption constitute an actual or constructive eviction of Tenant from the Premises or result in or give rise to any abatement in any rent reserved hereunder.

**13.2 VENDORS SELECTED BY LANDLORD.** Landlord shall have the right to designate vendors to provide utility services and garbage collection services to the Premises, provided the cost of such service is generally competitive in the vicinity of the Building. Tenant shall pay for the costs of all such services.

**13.3 GARBAGE COLLECTION.** Upon written request from Landlord, Tenant will, at Tenant's expense, contract with the service company designated by Landlord for the disposal of all trash and garbage from the Premises. Tenant will furnish to Landlord a copy of such contract prior to opening for business, and a copy of each renewal of such contract shall be furnished to Landlord at least seven (7) days prior to the expiration of the existing contract.

**Article 14.**  
**LIENS**

**14.1 NO LIENS PERMITTED; DISCHARGE.** The Landlord's property shall not be subject to liens for work done or materials used on the Premises made at the request of, or on order of or to discharge an obligation of, Tenant. This Section shall be construed so as to prohibit, in accordance to the provisions of State law, the interest of Landlord in the Premises or any part thereof from being subject to any lien for any improvements made by Tenant or any third-party on Tenant's behalf (except Landlord) to the Premises. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of lien by a party engaged by Tenant or Tenant's contractor or materialmen to work on the Premises shall be filed against the Building or any part thereof, Tenant, within ten (10) days after notice of the filing thereof, will cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien or notice of lien to be discharged and released of record within the period aforesaid, then, in addition to any other right or remedy, Landlord may discharge the same either by paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding procedures. Any amount so paid by Landlord and all costs and expenses, including reasonable attorneys' fees and court costs, incurred by Landlord in connection therewith, and including interest at the Default Rate, shall constitute additional rent and shall be paid by Tenant to Landlord on demand.

**Article 15.**  
**FIXTURES; PERSONAL PROPERTY; SIGNAGE**

**15.1 TENANT'S PROPERTY; REMOVAL.** Tenant shall have the right, provided Tenant is not in default under this Lease, at any time and from time to time during the Term, to remove any and all of its trade fixtures, signs and other personal property that it may have stored or installed in the Premises, provided that any trade fixtures necessary for Tenant's operation shall be immediately replaced with similar

personal property of comparable or better quality so as to render the Premises suitable for conducting business. Tenant at its expense shall immediately repair any damage occasioned to the Premises by reason of installation or removal of any such trade fixtures, signs and other personal property. If this Lease expires or is terminated for any reason except termination by Landlord and Tenant fails to remove such items from the Premises prior to such expiration or termination, or if this Lease is terminated by Landlord and Tenant fails to remove such items from the Premises on or before fourteen (14) days after the effective date of such termination, then in any such event all such trade fixtures, signs and other personal property shall thereupon become the property of Landlord, without further act by either party hereto, unless Landlord elects to require their removal, in which case Tenant agrees to promptly remove same and restore the Premises to its prior condition at Tenant's expense.

**15.2 IMPROVEMENTS TO PREMISES.** All improvements to the Premises by Tenant, including, but not limited to, the items furnished pursuant to Tenant's Work, other alterations, changes and additions by Tenant, light fixtures, floor coverings and partitions, but excluding trade fixtures and signs, shall become the property of Landlord upon expiration or earlier termination of this Lease; provided, however, that Landlord may designate by written notice to Tenant those items of Tenant's Work or other alterations, changes or additions that shall be removed by Tenant at the expiration or termination of this Lease, in which event Tenant shall, at its expense, promptly remove the same and repair any damage to the Premises caused by such removal.

**15.3 SIGNAGE.** Tenant may at its own expense install a Sign on the exterior of the Premises, which sign shall: (a) conform to the general material, size and appearance of other tenants' signs at the Building, (b) be in strict conformity with any guidelines or sign criteria adopted by Landlord with respect to the Building, including, without limitation, the sign criteria set forth in the Cecil Commerce Center Design Guidelines attached hereto as **Exhibit B**, (c) be in accordance with all applicable laws, (d) be installed by a contractor or other party that meets with Landlord's prior approval, such approval not to be unreasonably withheld, conditioned, or delayed, and (e) be otherwise subject to Landlord's prior written approval. Tenant shall not install or erect any Signs at, on or in the Premises that are visible from the exterior thereof without the prior written approval of Landlord. Any window signs or displays that are approved by Landlord shall be made with artist's lettering and otherwise with a professional appearance. Landlord, at Tenant's sole cost and expense, may remove any signs or displays that are objectionable to Landlord or to other tenants at the Building or their customers.

## **Article 16.**

### **ASSIGNMENT AND SUBLETTING**

**16.1 ASSIGNMENT.** Tenant shall not transfer, mortgage, encumber, assign, or sublease all or part of the Premises or any of its rights in the Lease (each a "Transfer") without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Tenant shall have the right: (i) to permit the temporary short-term use of the Premises by Tenant's customers, vendors, licensees, partners or Affiliates in connection with Tenant's ongoing business operations; or (ii) to assign or to sublet all or any portion of the Premises to (A) any entity which controls, is controlled by or is under common control, whether directly or indirectly, with Tenant (each, an "Affiliate"), or (iii) to any successor corporation, whether by merger, consolidation or otherwise, in accordance with applicable statutory provisions governing merger and consolidation of business entities, so long as Tenant's obligations hereunder are assumed by the entity surviving such merger or created by such consolidation and the tangible net worth of the surviving or created entity is not less than the tangible net worth of Tenant immediately prior to such Transfer; or (iv) to any corporation, limited partnership, limited liability partnership, limited liability company or other business entity who purchases all or substantially all of Tenant's or its parent's assets in connection with a sale of Tenant's ongoing business if



such entity's tangible net worth after such acquisition is not less than the tangible net worth of Tenant immediately prior to such Transfer (each a, "Permitted Transferee"), without first obtaining the consent of the Landlord, provided that Tenant shall provide written notice in advance of any such transfer to a Permitted Transferee (a "Permitted Transfer"), along with documentation establishing Tenant's satisfaction of the requirements set forth above applicable to any such Permitted Transfer, at least thirty (30) days in advance of any such Permitted Transfer and further provided, in each instance that any Permitted Transferee assumes in full the obligations of Tenant under this Lease. Notwithstanding any Transfer, including without limitation, any Permitted Transfer, Tenant shall not be relieved of, and shall remain liable for, its obligations hereunder unless expressly released in writing by Landlord. Additionally, any transferees, including, without limitation, any Permitted Transferee, (each, a "Transferee") shall comply with all of the terms and conditions of this Lease, including the Permitted Use, and the use of the Premises by the Transferee may not violate any other agreements affecting the Premises or the Building, Landlord or other tenants of the Building.

**16.2 CHANGE OF OWNERSHIP.** If Tenant is a corporation, unincorporated association or partnership, a transfer, assignment or hypothecation of any stock or interest in such corporation, association or partnership by any stockholder or partner so as to result in a change in the control thereof by the person, persons or entities owning a majority interest therein as of the date of this Lease, shall be deemed to be a Transfer of this Lease.

This provision shall not be applicable to Tenant if it is a corporation whose voting stock is listed on a national securities exchange (as defined in the Securities Exchange Act of 1934, as amended) or is traded in any recognized over-the-counter market.

**16.3 REQUIREMENT FOR ASSIGNMENT.** For those Transfers for which Landlord's consent is required, Tenant must provide Landlord in writing: (A) the name and address of the proposed subtenant or assignee; (B) the nature of the proposed subtenant's or assignee's business it will operate in the Premises; (C) the terms of the proposed sublease or assignment; and (D) reasonable financial information. Landlord shall, within thirty (30) days after receiving the information, give written notice to Tenant to permit or deny the proposed sublease or assignment. If Landlord denies consent, it must explain the reasons for the denial. If Landlord does not give notice within the thirty (30) day period, then Landlord shall be deemed not to have consented to the assignment or sublease on the terms as provided to Landlord. No Transfer will release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the rent and to perform all other obligations to be performed by Tenant hereunder. No later than 30 days after the effective date of any Transfer, including without limitation any Permitted Transfer, Tenant agrees to furnish Landlord with copies of the instrument effecting the Transfer.

Consent by Landlord to one Transfer will not be deemed consent to any subsequent Transfer. The occurrence of a Permitted Transfer shall not waive Landlord's rights as to any subsequent Transfers. In the event of default by any Transferee of Tenant or any successor Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such Transferee or successor.

**16.4 CONSIDERATION PAID BY SUBLEASOR OR ASSIGNEE.** Unless otherwise agreed to in advance in writing by Landlord, in the event that Landlord consents to a sublease and the rental due and payable by the sublessee (or a combination of the rental payable under such sublease plus any bonus or other consideration therefore or incident thereto) exceeds the rent payable under this Lease, or if with respect to an assignment, permitted license or other transfer by Tenant permitted by Landlord, the consideration payable to Tenant by the assignee, licensee or other transferee exceeds the Rent payable under this Lease, then Tenant shall be bound and obligated to pay Landlord all such excess rental and other excess consideration within ten (10) days following receipt thereof by Tenant from such sublessee, assignee,

licensee or other transferee as the case may be. Finally, in the event of any assignment or subletting, it is understood and agreed that all rentals paid to Tenant by an assignee or sublessee shall be received by Tenant in trust for Landlord, to be forwarded immediately to Landlord (to be applied as a credit and offset to Tenant's rent obligations).

## **Article 17. DEFAULTS BY TENANT**

**17.1 EVENTS OF DEFAULT.** This Lease is made upon the condition that Tenant shall punctually and faithfully perform all of the covenants, conditions and agreements by it to be performed. The following shall each be deemed to be an event of default (each of which is sometimes referred to as an "Event of Default") in this Lease:

(a) any part of the rent required to be paid by Tenant under this Lease shall at any time be unpaid after the Grace Period;

(b) Tenant fails in the observance or performance of any of its other covenants, agreements or conditions provided for in this Lease, and said failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that Landlord shall be obligated to provide Tenant such written notice of default or failure only a maximum of two (2) times during any calendar year, and in the event of two (2) such defaults by Tenant during any calendar year, the next default shall be an automatic default hereunder without any further obligations on the part of Landlord to provide notice thereof;

(c) Tenant vacates or abandons the Premises;

(d) The leasehold estate created in Tenant is taken in execution or by other process of law, or all or a substantial part of the assets of Tenant is placed in the hands of a liquidator, receiver or trustee (and such receivership or trusteeship or liquidation continues for a period of thirty (30) days), or Tenant makes an assignment for the benefit of creditors, or admits in writing that it cannot meet its obligations as they become due, or is adjudicated a bankrupt, or Tenant institutes any proceedings under any federal or state insolvency or bankruptcy law as the same now exists or under any amendment thereof that may hereafter be enacted, or under any other act relating to the subject of bankruptcy wherein the Tenant seeks to be adjudicated as bankrupt, or to be discharged of its debts, or to effect a plan of liquidation, composition or reorganization, or should any involuntary proceedings be filed against Tenant under any such insolvency or bankruptcy law (and such proceeding not be removed within ninety (90) days thereafter). If any insolvency proceedings are instituted against Tenant, the Premises shall not become an asset in any such proceedings;

(e) Tenant assigns or otherwise transfers this Lease or subleases the Premises without prior written consent of Landlord;

(f) Tenant does or permits to be done anything that creates a lien upon the Premises;  
or

(g) any material representation or warranty made by Tenant in this Lease or any other document delivered in connection with the execution and delivery of this Lease or pursuant to this Lease proves to be incorrect in any material respect.

**17.2 LANDLORD'S REMEDIES.** If any Event of Default occurs, then and in such case Landlord may treat the occurrence of such Event as a breach of this Lease and, in addition to any and all

other rights or remedies of Landlord in this Lease or by law or in equity provided, it shall be, at the option of Landlord, without further notice or demand to Tenant or any other person, the right of Landlord to:

(a) declare the Term ended and to enter the Premises and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim thereon or thereunder;

(b) bring suit for the collection of rent as it accrues pursuant to the terms of this Lease and damages without entering into possession of the Premises or canceling this Lease;

(c) retake possession of the Premises from Tenant by summary proceedings or otherwise, either with or without terminating this Lease (at Landlord's election), and to sue Tenant for an amount equal to the remaining rent to become due during the Term (or any extension period then in effect) less the fair rental value of the Premises over the remaining term (such rental value to be reduced by the actual or estimated costs of reletting and alteration, leasing commissions and other costs of Landlord in connection therewith). Alternatively, Landlord may, after such retaking of possession, relet the Premises or any portion thereof. Tenant shall pay to Landlord all monthly deficits in rent after any such re-entry in monthly installments as the amounts of such deficits from time to time are ascertained. Such deficiency shall be calculated and paid monthly; Tenant shall have no right to any excess. Tenant shall also pay to Landlord any costs and expenses, including, but not limited to, brokerage commissions and reasonable attorney fees, incurred by Landlord in such reletting or in making such alterations and repairs not covered by the rental received from such reletting.

**17.3 RENT PAYABLE BY TENANT.** In determining the rent that would be payable by Tenant hereunder subsequent to default, rent for each Lease Year of the unexpired Term shall be deemed to be the amount of Monthly Base Rent payable by Tenant during the twelve (12) calendar months immediately preceding the Event of Default. (For clarity, for a partial year, the rent payable shall be adjusted proportionately).

**17.4 TENANT'S PROPERTY TO REMAIN.** If there is an Event of Default, all of the Tenant's fixtures, furniture, equipment, improvements, additions, alterations, and other personal property shall remain on the Premises and, in that event and continuing during the length of said default, Landlord shall have the right to take the exclusive possession of same and to use same, without cost, until all defaults are cured or, at its option, at any time during the Term to require Tenant to forthwith remove same; provided, however, that this right shall not extend to the property of the U.S. Government or any other third party that has been entrusted to Tenant's care. In the event of an entry or taking possession of the Premises as aforesaid, Landlord shall have the right, but not the obligation, to remove therefrom all or any part of the personal property located therein and may place the same in storage at a public warehouse at the expense and risk of the owner or owners thereof. Tenant does hereby remise, release, and forever discharge the Landlord Parties of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, agreements, promises, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which Tenant ever had, now has, or which Tenant's agents, officers, directors, representatives, employees, subtenants, or assignees shall or may have against the Landlord Parties for, upon, or by reason of any matter, cause or thing whatsoever, arising out of or related to the Landlord's exercise of its rights under this section.

**17.5 COSTS UPON DEFAULT AND LITIGATION.** Tenant shall pay to Landlord and its mortgagees as additional rent all the expenses incurred by Landlord or its mortgagees in connection with any default by Tenant hereunder or the exercise of any remedy by reason of any default by Tenant hereunder, including reasonable attorneys' fees and expenses. If Landlord or its mortgagees shall be made a party to any litigation commenced against Tenant or any litigation pertaining to this Lease or the Premises, at the option of Landlord and/or its mortgagees, Tenant, at its expense, shall provide Landlord and/or its

mortgagees with counsel approved by Landlord and/or its mortgagees and shall pay all costs incurred or paid by Landlord and/or its mortgagees in connection with such litigation; provided, however, that whenever the claim is caused by the joint negligence or willful misconduct of Landlord and Tenant or Landlord and a third party unrelated to Landlord, except Landlord's agents, employees, or invitees, Tenant's obligation under this provision shall be in proportion to Tenant's allocable share of the joint negligence or willful misconduct.

## **Article 18.**

### **LIABILITY OF LANDLORD**

**18.1 LANDLORD'S DEFAULT.** Except as otherwise provided in this Lease, Landlord shall be in default under this Lease if Landlord fails to perform any of its obligations hereunder and said failure continues for a period of thirty (30) days after written notice thereof from Tenant to Landlord unless such failure cannot reasonably be cured within thirty (30) days and Landlord shall have commenced to cure said failure within said thirty (30) days and continues diligently to pursue the curing of the same. In no event shall Tenant have the right to levy execution against any property of Landlord. Upon any such uncured default by Landlord, Tenant may exercise any of its rights provided in law or at equity; provided, however that Tenant shall have no right to offset or abate rent in the event of any default by Landlord under this Lease, except to the extent offset rights are specifically provided to Tenant in this Lease. Notwithstanding anything contained in this Lease to the contrary, the obligations of Landlord under this Lease (including any actual or alleged breach or default by Landlord) do not constitute personal obligations of the individual officers, employees, representatives or elected officials, of Landlord, and Tenant shall not seek recourse against the individual officers, employees, representatives or elected officials of Landlord or any other persons or entities having any interest in Landlord, or any of their personal assets, for satisfaction of any liability with respect to this Lease.

**18.2 TRANSFER OF LANDLORD'S INTEREST.** In the event of the sale or other transfer of Landlord's interest in the Premises (except in the case of a sale-leaseback financing transaction in which Landlord is the lessee), Landlord shall transfer and assign to such purchaser or transferee the Security Deposit, and Landlord thereupon and without further act by either party shall be released from all liability and obligations hereunder arising out of any act, occurrence or omission relating to the Premises or this Lease occurring after the consummation of such sale or transfer. Tenant agrees to attorn to any successor, assignee, mortgagee or ground lessor of Landlord.

## **Article 19.**

### **ESTOPPEL CERTIFICATES**

**19.1 TENANT'S AGREEMENT TO DELIVER.** Within fifteen (15) days after request therefor from Landlord, Tenant agrees to execute and deliver to Landlord, or to such other addressee or addressees as Landlord may designate (and any such addressee may rely thereon), a statement in writing certifying to its actual knowledge (if true) that the Lease is in full force and effect and unmodified or describing any modifications; that Tenant has accepted the Premises; that Landlord has performed all of its obligations under the Lease arising prior to the date of the certificate; that there are no defenses or offsets against the enforcement of this Lease or stating with particularity those claimed by Tenant; stating the date to which rent has been paid; and making such other true representations with respect to reasonably ascertainable factual matters as may be reasonably requested by Landlord.

**19.2 FAILURE OF TENANT TO GIVE ESTOPPEL.** If Tenant fails to give the estoppel certificate required by this Lease within the time permitted thereby and fails to object in writing specifying with particularity the manner in which the requested estoppel certificate is untrue, it shall be conclusively deemed that the matters set forth in the requested estoppel are true and correct as of the date of the request

to the best of Tenant's knowledge. Tenant shall indemnify, defend (with counsel reasonably approved by Landlord in writing) and hold Landlord harmless from and against any and all claims, judgments, suits, causes of action, damages, losses, liabilities and expenses (including reasonable attorneys' fees and court costs) attributable to any failure by Tenant to timely deliver any such estoppel certificate to Landlord.

## **Article 20. QUIET ENJOYMENT**

**20.1 FAITHFUL PERFORMANCE.** Upon payment by the Tenant of the rent herein provided for and upon the observance and performance of all of the agreements, covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord.

## **Article 21. SURRENDER AND HOLDING OVER**

**21.1 DELIVERY AFTER TERM.** Tenant shall deliver up and surrender to Landlord possession of the Premises upon the expiration or earlier termination of the Term, broom clean, free of debris, in good order, condition and state of repair (except as may be Landlord's obligation under this Lease and ordinary wear and tear), and shall deliver the keys at the office of Landlord in the Building or to Landlord at the address to which notices to Landlord are to be sent. Prior to surrender, Tenant shall remove from the Premises its personal property and trade fixtures and repair any damage to the Premises caused by the removal unless Landlord is demolishing the remaining improvements for the subsequent occupant of the Premises. Any items not removed by Tenant as required above shall be considered abandoned. If not sooner terminated as herein provided, this Lease shall terminate at the end of the Term without the necessity of notice from either Landlord or Tenant to terminate the same. The cost and expense of any repairs necessary to restore the condition of the Premises shall be borne by Tenant and immediately due and owing to Landlord.

**21.2 EFFECT OF HOLDING OVER; RENT.** If Tenant continues occupying the Premises after the Term (or extended term, if applicable) ends ("Holdover") then (i) if the Holdover is with Landlord's written consent, it shall be a month-to-month tenancy, terminable on thirty (30) days' advance notice by either party. Tenant shall pay at the beginning of each month Rent and Additional Rent as was then due and owing under this Lease; or (ii) if the Holdover is without Landlord's written consent, then Tenant shall be a tenant-at-sufferance. Tenant shall pay by the first day of each month during the Holdover one and one-half (1 ½) times the amount of Rent and one (1) times the Additional Rent due in the last full month immediately preceding the Holdover period unless Landlord agrees to other terms in writing. Landlord shall retain its other available remedies against Tenant who holds over without written consent. In addition, Tenant shall indemnify, protect, defend (by counsel approved in writing by Landlord) and hold Landlord harmless from and against any and all claims, judgments, suits, causes of action, damages, losses, liabilities and expenses (including reasonable attorneys' fees and court costs) resulting from such failure to surrender, including, without limitation, any claim made by any succeeding tenant based thereon. The foregoing indemnity shall survive the expiration or earlier termination of this Lease. The foregoing provisions are in addition to, and do not affect, Landlord's right of re-entry or any other rights of Landlord hereunder or otherwise provided by law or equity.

**Article 22.**  
**CONDEMNATION**

**22.1 ALL OF PREMISES TAKEN.** If the whole of the Premises shall be taken either permanently or temporarily by any right of eminent domain or conveyance in lieu thereof (each being hereinafter referred to as "Condemnation"), this Lease shall terminate as of the day possession shall be taken by the condemning authority, and Tenant shall pay rent and perform all of its other obligations under this lease up to that date with a proportionate refund by Landlord of any Rent that may have been paid in advance for a period subsequent to the date of taking.

**22.2 LESS THAN ALL OF PREMISES TAKEN.** If less than all but more than twenty percent (20.0%) of the GLA in the Premises is taken by Condemnation or if (regardless of the percentage of the GLA in the Premises that is taken) the remainder of the Premises is divided in two or more units, then, in either event, Landlord and Tenant shall have the right to terminate this Lease upon notice in writing to the other party within ninety (90) days after possession is taken by such Condemnation. If this Lease is so terminated, it shall terminate as of the day possession shall be taken by such condemning authority, and Tenant shall pay Rent and perform all of its other obligations under this Lease up to that date with a proportionate refund by Landlord of any rent that may have been paid in advance for a period subsequent to the date of the taking. If this Lease is not so terminated, it shall terminate only with respect to the parts of the Premises so taken as of the day possession is taken by such authority, and Tenant shall pay rent up to that day with a proportionate refund by Landlord of any rent that may have been paid for a period subsequent to the date of the taking and, thereafter, the rent shall be based on the square footage of GLA in the Premises. Landlord agrees, at Landlord's cost and expense, as soon as reasonably possible, to restore the Premises on the land remaining to a complete unit of like quality and character as existed prior to such appropriation or taking; provided that Landlord shall not be required to expend more on such restoration than the condemnation award received by Landlord (less all expenses, costs, legal fees and court costs incurred by Landlord in connection with such award).

**22.3 BUILDING TAKEN.**

(a) If any part of the Building (including any easement appurtenant to Landlord's interest therein) is taken by Condemnation so as to render, in Landlord's judgment, the remainder unsuitable (in Landlord's discretion) for use as office space, Landlord shall have the right to terminate this Lease upon notice in writing to Tenant within one hundred twenty (120) days after possession is taken by such Condemnation. If Landlord so terminates this Lease, it shall terminate as of the day possession is taken by the condemning authority, and Tenant shall pay rent and perform all of its obligations under this Lease up to that date with a proportionate refund by Landlord of any rent as may have been paid in advance for a period subsequent to such possession.

(b) If title to (i) twenty percent (20.0%) or more of the GLA of Landlord's Building or (ii) twenty percent (20.0%) or more of the parking required to be maintained in the Building is so taken, and if Landlord within six (6) months after such taking has not substituted an equivalent number of parking spaces in a location reasonably accessible to the Building, then either party may terminate this Lease by notice to the other given within thirty (30) days after the taking or after the expiration of such six (6) month period, as the case may be.

**22.4 OWNERSHIP OF AWARD.** All damages for any Condemnation of all or any part of the Building, including, but not limited to, all damages as compensation for diminution in value of the leasehold reversion, and fee, shall belong to the Landlord without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all its right, title and interest to any such award. Although all damages in the event of any condemnation are to belong to the Landlord, Tenant may have

the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss that Tenant might incur in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment.

**Article 23.  
RESERVED**

**Article 24.  
RESERVED**

**Article 25.  
MISCELLANEOUS**

**25.1 INTERPRETATION.**

(a) The captions appearing in this Lease are inserted only as a matter of convenience and in no way amplify, define, limit, construe or describe the scope or intent of such sections of the Lease.

(b) The neuter, feminine or masculine pronoun when used herein shall each include each of the other genders and the use of the singular shall include the plural.

(c) The printed provisions of this Lease were drawn together by Tenant and Landlord, so that this Lease shall not be construed for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

**25.2 RELATIONSHIP OF PARTIES.** Nothing herein contained shall be construed as creating any relationship between the parties other than the relationship of Landlord and Tenant, nor cause either party to be responsible in any way for the acts, debts or obligations of the other.

**25.3 NOTICES.**

(a) Any notice, demand, request, approval, consent or other instrument that may be or is required to be given under this Lease shall be in writing, shall identify the address of the Premises, and shall be deemed to have been given when delivered to the party to be notified or when mailed by United States certified mail, return receipt requested, postage prepaid, or when delivered to a courier such as Federal Express, addressed to the party to be notified at the address of such party set forth in this Lease, or to such other address as such party may from time to time designate by notice to the other in accordance with this Section. A copy of all notices to Tenant related to this Lease shall be sent to all of the courtesy copy Tenant recipients identified in Section 25.3(c) except for notices expressly limited to: access solely related to Landlord's repair obligations specified under this Lease or any notices sent in the ordinary course of business related to operational communications (e.g. monthly rent invoice, annual reconciliation statements) and that do not adversely impact Tenant's rights under this Lease ("Routine Notice"). A Routine Notice can be sent solely to the "Defense Systems Real Estate Department" address in Section 25.3(c).

(b) No notice, if required to be given to Landlord, shall be effective for any purpose unless and until a true copy thereof is given to each mortgagee of Landlord's estate, provided Tenant has previously been given written notice of the name and address of such mortgagee.

(c) NOTICE ADDRESS. TENANT

Northrop Grumman Systems Corporation  
7575 Colshire Drive  
McLean, VA 22102  
Attention: Defense Systems Real Estate Department

With Copies to: Northrop Grumman Systems Corporation  
Attention: Law Department – Real Estate Legal Notices  
2980 Fairview Park Drive  
Falls Church, Virginia 22042-4511  
With electronic copy to realestatenotices@ngc.com

Northrop Grumman Systems Corporation  
Attention: Corporate Real Estate Department - Legal Notices  
One Space Park Drive, M/S: D2  
Redondo Beach, California 90278

Northrop Grumman Systems Corporation  
Attention: Defense Systems Legal Department – Real Estate Legal Notices  
7575 Colshire Drive, M/S 4116W McLean, VA 22102

(d) NOTICE ADDRESS. LANDLORD

City of Jacksonville  
Attn: Economic Development Officer  
Office of Economic Development  
117 West Duval Street, Suite 275  
Jacksonville, FL 32202

With a copy to: City of Jacksonville  
Office of General Counsel  
117 West Duval Street, Suite 480  
Jacksonville, FL 32202

25.4 **SUCCESSORS.** This Lease shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns, and shall inure to the benefit of Tenant and only such assigns of Tenant to whom the assignment by Tenant has been made and consented to in accordance with the provisions of this Lease.

25.5 **BROKER'S COMMISSION.** Tenant represents to Landlord that Tenant has not had any dealings with any real estate broker, finder or intermediary with respect to this Lease, other than JLL (the "Broker"). Tenant represents and warrants to Landlord, that, to Tenant's knowledge, no other broker, agent or finder (a) negotiated or was instrumental in negotiating or consummating this Lease on its behalf, or/and (b) is or might be entitled to a commission or compensation in connection with this Lease. Broker and any broker, agent or finder of Tenant whom Tenant has failed to disclose herein shall be paid by Tenant. Tenant shall indemnify, defend (by counsel reasonably approved in writing by Landlord) and hold Landlord



harmless from and against any and all claims, judgments, suits, causes of action, damages, losses liabilities and expenses (including reasonable attorneys' fees and court costs) resulting from any claim by Broker or any agent or finder undisclosed by Tenant herein and/or any breach by Tenant hereunder. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

**25.6 UNAVOIDABLE DELAYS.** In the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, epidemics or pandemics, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, fire or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Tenant from prompt payment of Rent or any other payments required by the terms of this Lease and shall not extend the Term. Delays or failures to perform resulting from lack of funds shall not be deemed delays beyond the reasonable control of a party.

**25.7 ENTIRE AGREEMENT.**

(a) Except for the Existing Lease, there are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, letters of intent, lease proposals, brochures, agreements, representations, promises, warranties and understandings between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof.

(b) This Lease, including the Exhibits and any addenda, sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and the Building for the period from and after January 1, 2023. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced in writing, signed by them and mutually delivered between them.

**25.8 OTHER TENANTS.** Landlord reserves the absolute right to effect such other tenancies in the Building as Landlord shall determine in the exercise of its sole business judgment. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or occupant or number of tenants or occupants shall occupy any space in the Building.

**25.9 APPLICABLE LAW.** The laws of the State of Florida shall govern the validity, performance and enforcement of this Lease.

**25.10 WAIVER.**

(a) The waiver by Landlord of any term, covenant, agreement or condition herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition. The acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any prior default by Tenant, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such prior default at the time of acceptance of such Rent. No covenant, term, agreement or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing signed by Landlord.

(b) No waiver of any covenant, term, agreement or condition of this Lease or legal right or remedy shall be implied by the failure of Landlord to declare a forfeiture, or for any other reason.

No waiver by Landlord in respect to one or more tenants or occupants of the Building shall constitute a waiver in favor of any other tenant. Landlord's consent to, or approval of, any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

**25.11 ACCORD AND SATISFACTION.** No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any such check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided for in this Lease or available at law or in equity.

**25.12 LANDLORD'S SELF-HELP.** In addition to Landlord's rights of self-help set forth elsewhere in this Lease, if Tenant at any time fails to perform any of its obligations under this Lease in a manner reasonably satisfactory to Landlord, Landlord shall have the right, but not the obligation, upon giving Tenant at least ten (10) business days' prior written notice of its election to do so (in the event of an emergency, no prior notice shall be required), to perform such obligations on behalf of and for the account of Tenant and to take all such action necessary to perform such obligations without liability to Tenant for any loss or damage that may result to Tenant's stock or business by reason of such repairs. In such event, Landlord's costs and expenses incurred therein shall be paid for by Tenant, forthwith upon demand therefor with interest thereon from the date Landlord performs such work at the interest rate established by the State of Florida for judgments, as amended from time to time. The performance by Landlord of any such obligation shall not constitute a release or waiver of Tenant therefrom.

**25.13 RECORDING.** Tenant agrees that it will not record the Lease nor a memorandum thereof.

**25.14 JOINT AND SEVERAL LIABILITY.** If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease as Tenant, the liability of each of them shall be joint and several. In like manner, if the Tenant named in this Lease shall be a partnership or other business association, the members of which are, by virtue of statute or general law, subject to personal liability, the liability of each such member shall be joint and several.

**25.15 EXECUTION OF LEASE.** The submission of this Lease for examination does not constitute a reservation of or option for the Premises or any other space within the Building and shall vest no right in either party. This Lease shall become effective as a lease only upon execution and legal delivery thereof by the parties and the delivery by Tenant to Landlord of any documents and monies (if any) required to be delivered by Tenant to Landlord upon Tenant's execution and delivery of this Lease to Landlord. This Lease may be executed in more than one counterpart, and all such counterparts taken together shall be deemed to constitute but one original document. A facsimile or digital copy of this Lease and any signatures to this Lease may be delivered electronically via portable document format ("PDF"), "DocuSign" or other standard electronic transmission, and digital signatures so delivered shall constitute effective execution and delivery of such signature pages and shall be deemed to be the original signatures, and fully effective, for all purposes.

**25.16 RADON GAS.** The following provision is required by Section 404.056(7), Florida Statutes: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit."

**25.17 TIME OF THE ESSENCE.** Time is of the essence of each and every obligation under this Lease. 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.

**25.18 TENANT'S AUTHORITY.** If Tenant executes this Lease as a limited liability company, partnership, or corporation, then Tenant and the persons and/or entities executing this Lease on behalf of Tenant represent and warrant that: (a) Tenant is a duly organized, authorized and validly existing partnership, corporation or limited liability company, as the case may be, and is qualified to do business in the state in which the Premises is located; (b) such persons and/or entities executing this Lease are duly authorized to execute and deliver this Lease on Tenant's behalf in accordance with the Tenant's operating agreement (if Tenant is a limited liability company), Tenant's partnership agreement (if Tenant is a partnership), or a duly adopted resolution of Tenant's board of directors (or other appropriate delegation of authority) and the Tenant's by-laws (if Tenant is a corporation), and (c) this Lease is binding upon Tenant in accordance with its terms. Concurrently with Tenant's execution and delivery of this Lease to Landlord and/or at any time during the Term with ten (10) days of Landlord's request, Tenant shall provide to Landlord a copy of any documents reasonably requested by Landlord evidencing such qualification, organization, existence and authorization.

**25.19 MAXIMUM INDEBTEDNESS.** Notwithstanding any term or provision of this Lease, Landlord's total and maximum liability arising out of or relating to this Agreement, including limitation of attorney fees and costs, shall be the total amount of payments actually paid by Tenant to Landlord pursuant to this Lease (the "Maximum Indebtedness Amount"). Except for Landlord's gross negligence or willful misconduct, in no event shall Landlord be obligated, responsible or otherwise liable to Tenant for any amount in excess of the Maximum Indebtedness Amount provided that the foregoing amount shall be subject in all respects to the limitations and partial waiver of sovereign immunity set forth in and consistent with §768.28, Florida Statutes (2019) (which provisions are not waived, altered or expanded).

**25.20 NAVY DEED RESTRICTIONS.** Tenant acknowledges that the Premises are a portion of property conveyed by the United States Department of the Navy to the Landlord (the "Conveyed Property"), and that (i) the Premises may contain lead-based paint and/or asbestos and Tenant will comply with applicable Federal, State and/or local laws and regulations regarding lead-based paint and/or asbestos; (ii) the Navy shall have the right of access to, and Tenant will not interfere with any environmental investigation or remedial activities undertaken by the Navy on, the Conveyed Property, including the Premises; and (iii) Tenant shall not discriminate upon the basis of race, color, religion, disability or national origin in the use or occupancy of the Premises or in Tenant's employment practices conducted thereon.

**25.21 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.

**25.22 CONFIDENTIALITY.**

(a) Landlord will not distribute, disclose or release Confidential Information (as hereinafter defined) except to the extent such distribution, disclosure or release to its Agent(s) is necessary in the ordinary course of its business, provided that, Landlord will cause all Agents acting on Landlord's behalf not to distribute, disclose or release all or any portion of the Confidential Information, without Tenant's prior written approval, in its sole discretion. Agents referred to herein shall only include Landlord's broker, accountants, property manager, employees, attorneys and any current or potential investor, lender or purchaser. "Confidential Information" as used herein shall mean all confidential, trade secret and/or proprietary information regarding Tenant's processes, operations, style of works,

identification of customers, communication lines, security systems, tenant improvements, equipment, inventories, or amount or source of any income, profits, losses, expenditures or other information of commercial value related to Tenant's operations and use of the Premises. Notwithstanding the foregoing, Confidential Information shall not include (i) the mere fact that Tenant is a tenant at the Premises under the Lease, (ii) the terms of the Lease, (iii) information already known by Landlord prior to the Effective Date of this Lease, (iv) information that is in or has entered the public domain through no breach of this Lease; (v) information that has been rightfully received by Landlord from a third party and without breach of any obligation of confidentiality of such third party to Tenant; (vi) information that has been approved for release by written authorization of Tenant; or (vii) information relating to the financial status of Tenant available to the general public.

(b) Notwithstanding anything in this Lease to the contrary, Tenant acknowledges that to the extent Landlord or any Agent is subject to Article I, Section 24 of the Constitution of the State of Florida (the "**Constitution**"), the Florida Public Records Act, Chapter 119, Florida Statutes (the "**Public Records Act**") or the provisions of Chapter 286, Florida Statutes relating to public meetings and records ("**Chapter 286**" and collectively with the Constitution, the Public Records Act, and any other applicable public records laws, the "**Sunshine Laws**"), (1) the requirements of the Sunshine Laws shall be superior to and shall supersede the terms and conditions of subsection (a) above (the "**Confidentiality Provisions**"), and (2) Landlord and its Agents shall be permitted to comply with any and all requirements of the Sunshine Laws, including, without limitation, allowing the inspection and copying of Confidential Information, without regard to the Confidentiality Provisions; provided that, Landlord shall use reasonable efforts to endeavor to provide the Tenant with written notice of any public records request or any court order with respect to any Confidential Information that has been marked by Tenant prominently and in boldfaced type as "**CONFIDENTIAL**", which notice may be delivered after the release of such Confidential Information..

25.23 **NO SECURITY.** Tenant acknowledges and agrees that, notwithstanding anything to the contrary in this Lease, Landlord is not providing any security services to Tenant with respect to the Premises or otherwise, and Landlord shall not be liable for, and Tenant hereby waives any and all claims against Landlord with respect to, any loss by theft or any other damage or injury suffered or incurred in connection with any unauthorized entry into the Premises or any other breach of security with respect to the same.

25.24 **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 Landlord Party and neither Landlord nor any Landlord Party 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 City 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 Property, whether economic or 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 Property. Tenant acknowledges that this Section 25.22 is a condition precedent to Landlord entering into this Lease.

25.25 **REPRESENTATIONS AND WARRANTIES.** Landlord represents to Tenant that (i) Landlord is the owner of the Premises; (ii) no further approvals or consents are required and Landlord has full right and authority to lease the Premises upon the terms and conditions set forth in this Lease; (iii) the Premises is not subject to a ground lease or the lien of any mortgage; and (iv) the Premises is not subject to condemnation nor has Landlord received notice of condemnation relating to all or any portion of the Premises from the condemning authority.

Tenant represents and warrants to Landlord that (i) Tenant is duly organized, authorized, validly existing and qualified to do business in the state in which the Premises is located; (ii) no further approvals or consents are required and Tenant has full right and authority to lease the Premises upon the terms and conditions set forth in this Lease; (iii) the persons and/or entities executing this Lease are duly authorized to execute and deliver this Lease on Tenant's behalf in accordance with Tenant's duly adopted organizational documents, and (iv) this Lease is binding upon Tenant in accordance with its terms. Concurrently with Tenant's execution and delivery of this Lease to Landlord and/or at any time during the Term within ten (10) days of Landlord's request, Tenant shall provide to Landlord a copy of any documents reasonably requested by Landlord evidencing such qualification, organization, existence and authorization.

25.26      **OVERSIGHT DEPARTMENT.** The Office of Economic Development shall provide oversight of management and administration of this Lease on behalf of the Landlord.

*[Signature Pages Immediately Follow]*

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

**LANDLORD:**

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

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

**Form Approved (as to City only):**

By: \_\_\_\_\_  
Office of General Counsel

**NORTHROP GRUMMAN SYSTEMS CORPORATION**, a Delaware corporation

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

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**Exhibit A**

**Building**



**Exhibit B**  
**Cecil Commerce Rules and Regulations**

**(See attached.)**



# Cecil Commerce Center

## Design Guidelines and Standards

March 23, 2016





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# Section 1: Purpose and Intent



Alliance★Florida.  
at Cecil Commerce Center

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## Section 1: Purpose and Intent



The Development Design Standards and Guidelines are proposed to ensure that the development of large technology, industrial, office, institutional, and commercial developments result in a visually pleasing and enhanced environment for Cecil Commerce Center. These design standards and guidelines relate to private and public parcel development, public infrastructure, and landscaping material.

These standards are not intended to serve as a limitation on creativity, but instead serve as a contextual tool for design professionals engaged in site-specific design, and as design review guide for the Architectural Design Review Board (ARB). They are to be an additional requirement to the current Jacksonville Land Development Code, including sections on landscaping, and signage design.



The purpose and intent of creating these Development Design Standards and Guidelines is to establish general criteria for design, quality standards for building materials landscaping and maintenance, and insure a cohesive build-out of the park. Generally, the objectives include:

- A Project with a unique and distinct sense of quality within the marketplace.
- An environment that exhibits sound design and planning practices with careful attention to detail.
- A development that is sustainable and environmentally responsible.
- A development that is technologically current and forward thinking.
- A cohesive, visually unified development.
- An attractive environment that is safe and enjoyable for all of its users.
- An environment that leaves a positive and lasting impression.





## Section 2: General Conditions



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## Section 2: General Conditions

### 2.1 Identification of Parties:

For the purpose of these guidelines the parties involved are understood to be as follows:

- Developer: JACKSONVILLE/CECIL COMMERCE CENTER, LLC, its successors or assigns
- Owner: The fee simple owner of any developable lot within Cecil Commerce Center or its authorized agent
- Project: Cecil Commerce Center
- Association: Cecil Commerce Center Property Owners Association
- Tenant: Any party that leases space within the Project from an Owner
- ARB: Architectural Design Review Board



### 2.2 Design Review Process:

This document serves as guidance for the development of projects within Cecil Commerce Center. All projects that are proposed within Cecil Commerce Center will be subject to the following design review process in conjunction with all applicable, State, Federal, and local reviews. The ARB reserves the right, at its sole discretion, to waive any requirement within this document and in so doing does not establish a precedent nor create the basis of future appeals for subsequent projects based upon their prior actions

#### 2.2.1 Pre-Planning Conference:

In order to streamline the review process and inform the ARB of proposed projects, it is recommended that the Owner or other party seeking to develop land within the Project request a pre-planning conference with the ARB to discuss the concept for the proposed development, the procedures of the design review process and the clarification of any design criteria issues that are foreseen.

#### 2.2.2 Design Review Schedule:

During the course of design, the Owner should anticipate a minimum of two milestone design reviews. These submittals are sequential and will be identified as “Preliminary” and “Final.” Following each submittal, the ARB will have a maximum of forty five (45) calendar days to review and return comments.

### **2.2.3 Design Submittal Requirements:**

In order to submit for design review, the Owner shall submit the following items to the ARB:

#### **2.2.3.1 Preliminary Plan Review**

##### 2.2.3.1.1 Site Survey

Site survey depicting existing conditions, including easements, flood plain, jurisdictional wetland limits (if applicable), existing utilities, existing trees (if applicable) and existing topography. This drawing should be at a scale of no less than 1:50.

##### 2.2.3.1.2 Preliminary Site Plan

Preliminary site plan showing building footprint, parking, vehicular circulation, pedestrian circulation, outdoor storage areas, mechanical equipment yards, screening and other major elements. This drawing should be at a scale of no less than 1:50.

##### 2.2.3.1.3 Preliminary Grading and Drainage Plan

Preliminary grading and drainage plan showing existing and proposed grades. Plans should depict rough magnitude of cut/fill, directional flow of surface drainage and preliminary locations of stormwater ponds or other collection points. This drawing should be at a scale of no less than 1:50.

##### 2.2.3.1.4 Preliminary Utility Plan

Preliminary utility plan showing existing utilities, if any, and proposed connection points. This drawing should be at a scale of no less than 1:50.

##### 2.2.3.1.5 Preliminary Landscape Plan

Preliminary landscape plan showing locations and extent of plant material to be preserved, proposed tree locations and shrub massing. This drawing should be at a scale of no less than 1:50. Included in this drawing should be a tabulation of trees to be removed and replacement calculations in accordance with City ordinances. Landscape Plan should include preliminary plant palette listing proposed materials to be used, the specified size at installation and typical spacing.

##### 2.2.3.1.6 Preliminary Sign Plan

Preliminary signage plan showing locations and approximate sizes of each sign feature. This drawing should be at a scale of no less than 1:50.

#### 2.2.3.1.7 Preliminary Architectural Plans

Preliminary architectural plans to include at a minimum: floor plans and roof plan at a scale of no less than 1/16" = 1'-0". Plans should contain enough dimensional information and material references to convey design intent.

#### 2.2.3.1.8 Preliminary Building Elevations

Preliminary architectural elevations of each facade at a scale of no less than 1/8"=1'-0". Plans should be submitted in color.

#### 2.2.3.1.9 Preliminary Materials Samples

Reference photos or material samples of materials to be used on building facade.

#### 2.2.3.1.10 Drawing Size

Drawings should be on a maximum 30" x 42" sheet size and should identify north arrow and scale.

#### 2.2.3.1.11 Submittal Set

Ten (10), bound sets of full-size prints should be submitted.

### **2.2.3.2 Final Plan Review**

#### 2.2.3.2.1 Preliminary Review Approval

Copy of written approval of Preliminary Plan including any conditional comments.

#### 2.2.3.2.2 Site Survey

Site survey depicting existing conditions, including easements, flood plain, jurisdictional wetland limits (if applicable), existing utilities and existing topography. This drawing should be at a scale of no less than 1:50.

#### 2.2.3.2.3 Final Site Plan

Final site plan showing building footprint, parking, vehicular circulation, pedestrian circulation, outdoor storage areas, mechanical equipment yards, screening, signage monuments, and other major elements. This drawing should be at a scale of no less than 1:30.

#### 2.2.3.2.4 Final Grading and Drainage Plan

Final grading and drainage plan showing existing and proposed grades. Information should be sufficient to depict stormwater management plan. This drawing should be at a scale of no less than 1:30. This drawing should contain sufficient spot elevations on paved areas to evaluate compliance with both ADA and Florida Accessibility guidelines.

#### 2.2.3.2.5 Final Landscape Plan

Final landscape plan shall show location, quantities and species of plant materials. Also include calculations to demonstrate compliance with these guidelines.

#### 2.2.3.2.6 Final Utility Plan

Final utility plan showing existing utilities, if any, proposed connection points and routing. This drawing should be at a scale of no less than 1:30.

#### 2.2.3.2.7 Final Signage Plans

Final signage plan showing locations and approximate sizes of each element. This drawing should be at a scale of no less than 1:30. Elevations for each signage element should be provided in color at a scale of no less than  $1/4" = 1' - 0"$ .

#### 2.2.3.2.8 Final Site Lighting Plan

Final lighting plan identifying fixture locations and type. This drawing should be at a scale of no less than 1:50 and should include photometric calculation to ensure desired light levels. Manufacturer's product data sheets should be provided for each type of fixture specified that can be viewed from the exterior.

#### 2.2.3.2.9 Final Architectural Plans

Final architectural plans to include at a minimum floor plans and a roof plan at a scale of no less than  $1/8" = 1' - 0"$ . Plans should contain enough dimensional information and material references to convey design intent.

#### 2.2.3.2.10 Final Architectural Elevations

Final architectural elevations of each facade at a scale of no less than  $1/8" = 1' - 0"$ . Plans should be submitted in color.

#### 2.2.3.2.11 Drawing Size

Drawings should be on a maximum 30" x 42" sheet size and should identify north arrow and scale.

#### 2.2.3.2.12 Submittal Set

Ten (10), bound sets of full-size prints should be submitted.

Owner is encouraged to submit additional documentation and collateral material at each submittal to the extent that it could be helpful to the ARB's understanding of the design intent. The ARB reserves the right to request additional information in evaluating proposals and interpreting designs.



#### **2.2.4 Dispensation:**

Upon completing the evaluation of each submittal, the ARB will provide Owner with one of the following responses:

##### **2.2.4.1 Approved:**

No exceptions are taken with proposed improvements and Owner is approved to the next stage of development.

##### **2.2.4.2 Disapproved:**

Owner's proposal contains items of significant concern. Owner is advised to request a meeting with the ARB to review concerns and potential corrective measures prior to resubmitting.

##### **2.2.4.3 Revise and Resubmit:**

Owner's proposal contains items of moderate concern. Plans should be modified per comments and resubmitted for approval prior to advancing to next stage of development.

##### **2.2.4.4 Approved as Noted:**

Application proposal contains items of minor concern. Owner is approved to advance to the next stage of development and address the comments in the next milestone submittal. In the case of the final plan review, the plans should be modified per the comments and resubmitted for the record.

#### **2.2.5 Substantial Design Deviations:**

The Owner shall notify the ARB immediately of substantial design deviations following the ARB's final approval. The Association reserves the right to review work in place during the construction phase. This review would be to substantiate the improvements are proceeding without substantial deviation from approved plans.

#### **2.3 Variances:**

Variances may be issued by the Association or the ARB at their sole discretion. Any variance request shall be submitted in writing for the Association's or ARB's consideration.

Variances will be reviewed in the context of impact to the proposed project and potential impact on future approvals that may be sought within the Project. In general, variances that are submitted should take into account mitigation approaches that may lessen the impact of a desired variance. Any variance granted by the Association or ARB shall not establish a precedent or be used as the basis for requesting a similar concession on any other project.

## **2.4 Appeals:**

An Owner who received an unfavorable ruling from the ARB shall have thirty (30) calendar days to request an appellate meeting with the ARB. The purpose of this meeting will be to allow the Owner, or its consultants, to clarify items and address any concerns that they believe were misinterpreted by the ARB. The decision to reverse or amend a ruling is at the sole discretion of the ARB and must be approved in writing prior to implementation.

# Section 3: Site Development Standards



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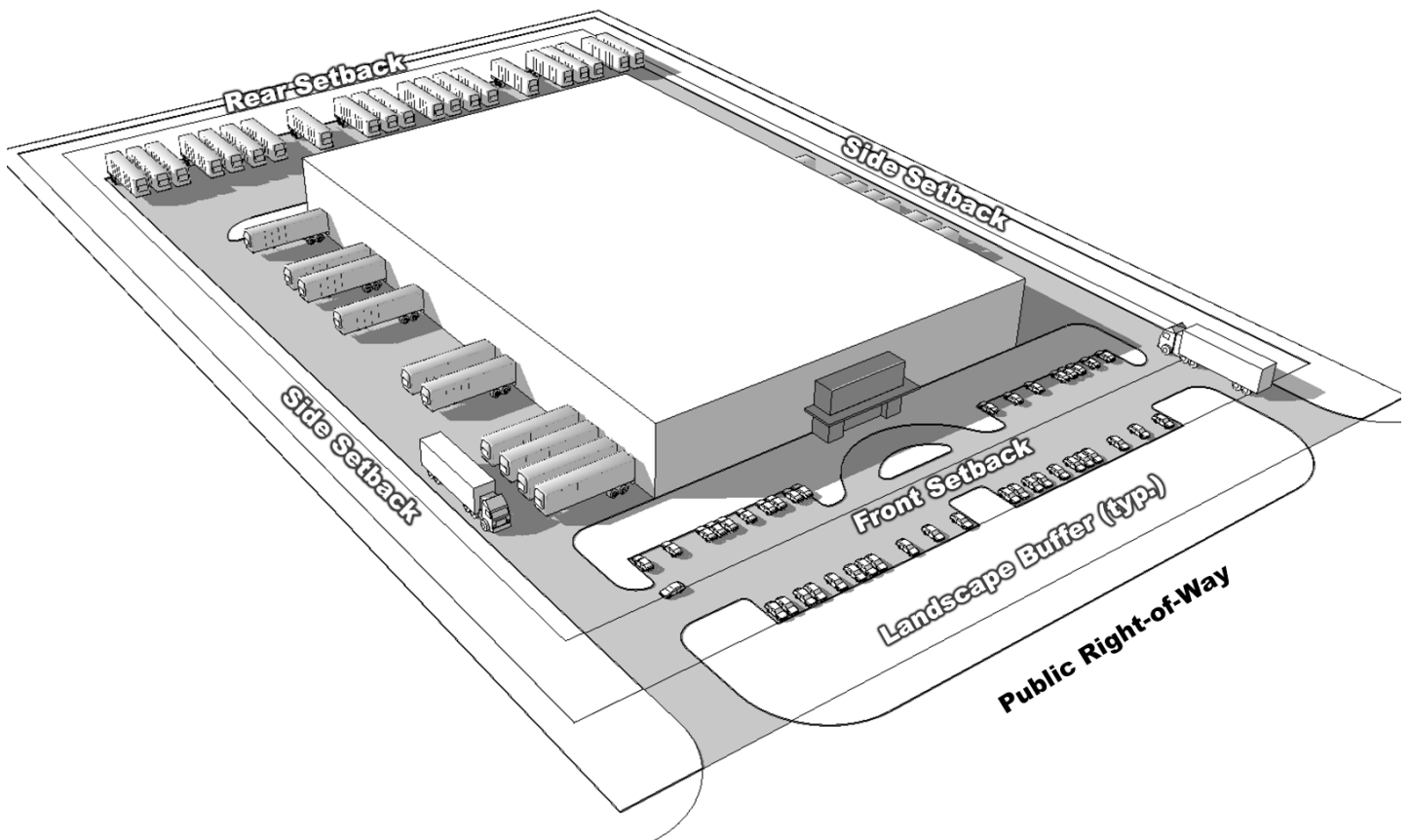
## Section 3: Site Development Standards

An important component in attempting the level and quality of development envisioned for the Project is the site plan of each Lot. The goal of the site plan is to develop a project that is functional and creates a visual connection for developments within Cecil Commerce Center.

### 3.1 Site Massing:

In developing a conceptual site plan the following criteria must be applied:

- A maximum of forty percent (40%) of the gross site area of each Lot may be dedicated to structures.
- A maximum of forty percent (40%) of the gross site area of each Lot may be dedicated to paved areas.
- A maximum of seventy-five percent (80%) of the gross site area of each Lot may be impervious.



### 3.2 Building Setbacks:

The location of primary structures shall be in accordance with the following building setbacks. Paving, stormwater retention and landscaping may take place within these setbacks.

Land Use	Parcel Size	Front Setback	Side Setback	Rear Setback
Office/ Industrial	< 5 acres	75'	30'	25'
Office/ Industrial	> 5 acres	90'	90'	90'
Retail/ Restaurant	< 2 acres	50'	30'	25'
Retail/ Restaurant	> 2 acres	75'	75'	25'
Service Station/ Convenience	< 2 acres	50'	30'	25'
Multi-Family	All Parcels	20'	20'	20'



### 3.3 Screening:

Screening of undesirable views is a key element of establishing a high-quality development. Screening should be provided to block views of site elements such as parking areas, utility equipment, service areas, and dumpsters. Screening may be accomplished by using fences, walls, vegetation or a combination thereof. See Section 5: Landscape Standards for further details regarding landscape buffers.

#### 3.3.1 Parking Lot Screening:

Views of parking areas from the public right-of-way must be screened one hundred percent (100%) to a minimum height of 36". Plant material used to provide this break must be a minimum of 24" upon installation and shall be spaced no greater than 36" apart. See Section 5: Landscape Standards regarding plant selection and buffering of parking areas.



### **3.3.2 Dumpster Screening:**

Dumpsters and compactors must be located in a manner where they are not visible from any public road. Freestanding dumpsters must be enclosed on three sides with a masonry wall two (2) feet taller than the dumpster unit. Dumpster enclosures shall be gated with an opaque gate. The perimeter of all dumpster enclosures shall be screened with landscaping to a minimum height of forty- eight inches (48”) where applicable. Plant material used to provide this break must be a minimum of 24” upon installation and shall be spaced no greater than 36” apart.

No areas for outdoor storage, trash collection or compaction, loading, or other such uses shall be located within 30 feet of any public street, public sidewalk, or internal pedestrian way.

### **3.3.3 Utility Screening:**

Electrical transformers, back-flow preventers, and other similar elements must be screened from public view to the greatest extent possible. A continuous vegetative screen to minimum height of forty-eight inches (48”) should be provided where applicable. Plant material used to provide this break must be a minimum of 24” upon installation and shall be spaced no greater than 36” apart.

### **3.3.4 Service Area Screening:**

Each property shall incorporate adequate space within its site for loading, delivery and service activities without such activities interfering with either parking areas or public roads. These areas should be sited in a location in which they are not visible from the public right of way and may not be on the same side of the building as its primary entrance.

Areas for outdoor storage, truck parking, trash collection or compaction, loading, or other such uses shall not be visible from abutting streets and should have a 30 foot landscaped buffer.

### 3.3.5 Fences and Walls:

Fences and walls used for screening purposes must be designed as architectural extensions of the building with which they are associated. Vinyl-coated chain-link fencing in black or other metal fencing can be use with landscaping to provide a visual screen in areas, which do not face a public street.

### 3.4 Vehicular Circulation:

All travel lanes within a project shall be a minimum of twelve (12) feet in width. Entries into individual parcels shall be no closer than two-hundred and fifty (250) feet from an intersection or adjacent property entry. All entries and intersections shall be in accordance with City of Jacksonville requirements for design and visibility.

### 3.5 Pedestrian Circulation:

Pedestrian walkways shall be a minimum of five (5) feet in width. Wider walks may be appropriate in high-traffic areas. All sites shall incorporate pedestrian circulation that links the main entry of a building to the public sidewalk. Pedestrian walks shall incorporate adequate lighting and supporting elements such as bike racks and where applicable benches and trash receptacles.

### 3.6 Entrances:

The main entrance to the development parcel shall be clearly defined by the use of such features as signage, landscaping and lighting. The following standards shall apply for entrances:

#### 3.6.1 Principal Entrance:

The principal building entrance shall face an abutting public street. Where a principal building directly faces more than two abutting public streets, this requirement shall apply only to the side of the building facing the primary street.

#### 3.6.2 Drop-Off:

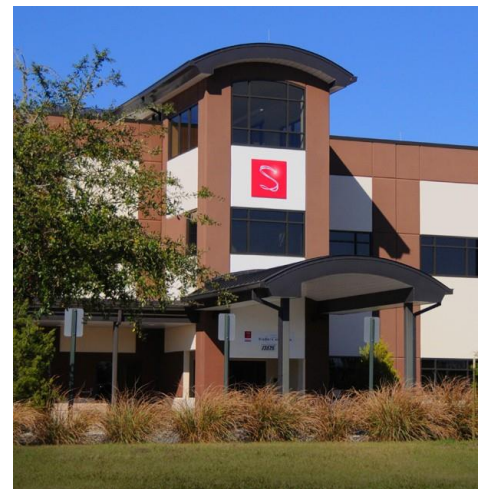
All sites shall incorporate a drop-off area for vehicular passengers located in proximity to the main entrance of a main building on sites which contain offices and/or reception areas.

#### 3.6.3 Landscape Median:

Where practicable the main vehicular entry to a site shall incorporate a landscaped median a minimum of ten (10) feet in width as measured from back of curb to back of curb

#### 3.6.4 Service Entry:

For sites serviced by large delivery vehicles, a separate entrance shall be provided for deliveries.





### **3.7 Parking Lots:**

Parking areas should provide safe and convenient access to the facilities they serve. Parking should be distributed in a manner that shortens the distance to other buildings and public sidewalks and reduces the overall scale of the paved surface. The following standards shall apply to the design of parking areas:

#### **3.7.1 Parking Space Requirements:**

The following criteria will be used to determine the number of parking spaces required for each parcel. Numbers reflect stall required per one thousand (1,000) usable square feet of building.

##### **3.7.1.1 Professional and business offices, including medical and dental offices or clinics:**

Three spaces for each 1,000 square feet of gross floor area. There shall be a maximum of six spaces for each 1,000 square feet of gross floor area.

##### **3.7.1.2 Business, commercial or personal service establishments (not otherwise listed):**

Three spaces for each 1,000 square feet of gross floor area. There shall be a maximum of six spaces for each 1,000 square feet of gross floor area.

##### **3.7.1.3 Industrial, wholesale, warehouse, storage and similar uses:**

One space per 2,000 square feet of gross floor area.

##### **3.7.1.4 Restaurants:**

One space for each four seats in public rooms plus one space for each two employees.

##### **3.7.1.5 Multiple-family dwellings:**

One and one-half spaces for an efficiency, studio or one bedroom dwelling not exceeding 500 square feet, one and three-quarters spaces for one bedroom dwelling containing 500 square feet or more, two spaces for two bedroom dwellings and an additional one-quarter space for each bedroom in excess of two, plus one space for owner or operator and one space for each two employees. In determining the number of bedrooms, rooms depicted as dens, studios and similarly depicted areas shall be construed to be an additional bedroom for the purposes of determining the number of off-street parking spaces required.

Notwithstanding the provisions of this Section, two off-street parking spaces shall be required for each townhome or

condominium. Additionally, one guest parking space shall be provided for every three townhome or condominium units.

#### **3.7.1.6 Other Uses:**

All other uses shall comply with Section 656.604 of the City of Jacksonville Zoning Code

#### **3.7.1.7 Accessible Parking:**

Parking spaces for wheelchair users shall be provided at a ratio no less than the guidelines described by the American Disabilities Act. In no case may a building have less than two dedicated handicapped spaces. These spaces should be located in close proximity of the building entrance and shall be signed, striped and reserved accordingly.

#### **3.7.2 Parking Space Dimensions:**

Dimensions for standard parking spaces shall be no less than nine feet by eighteen feet (9' x 18'). Dimensions for handicapped parking spaces shall be no less than twelve feet by eighteen feet (12' x 18') with a minimum five feet by eighteen feet (5' x 18') loading aisle on at least one side. These aisles may be shared by two adjacent handicap spaces. Parking dimensions are to be measured to the center of each stripe.

#### **3.7.3 Parking Lot Islands:**

A maximum of eleven (11) parking spaces will be allowed between parking lot islands. Islands should be sized so that a minimum of twelve feet clear exists between the back of the curbs for seventy-five percent (75%) of the parking lot islands. The minimum parking island width shall be five feet (5'). A minimum of seventy-five percent (75%) of the island trees required should be canopy trees.

#### **3.7.4 Curbing:**

All vehicle use areas shall be enclosed with curbing to protect adjacent landscape areas. The standard curb for Cecil Commerce Center shall be a Type-F concrete curb and gutter per Florida Department of Transportation guidelines.

#### **3.8 Utilities:**

All utilities within a Project shall be located underground. Utility equipment such as meters and controllers should be located in a designated room, on the ground floor of the buildings they serve. In the event that a utility cannot be located underground, it must be adequately screened from all public roads and adjacent Lots.

#### **3.9 Parking Lot Lighting:**

Parking lot lights shall be single or double fixtures; poles mounted, and have cutoff luminaries. Flood lights mounted on buildings or structures will not be permitted except by approval of the ARB. Refer to Section 8 Exterior Lighting Standards for additional lighting requirements.

# Section 4: Architectural Standards



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## Section 4: Architectural Standards

The goal of establishing these architectural guidelines is to create a baseline for quality and character for structures constructed within Cecil Commerce Center. These guidelines focus on general form, massing, and appearance and are intended to offer designers flexibility in design. The overriding goal is to create a Project that addresses the major street frontage and establishes a high-quality professional appearance. During the design review process, improvements will be evaluated based on their approach to style, form, materials, texture and color. The architectural design for all improvements within the Project should be prepared by a qualified architectural firm, or individual, licensed in the State of Florida with experience in projects of similar scope and magnitude.

### 4.1 Building Height:

The height of buildings can offer visual identity to the particular development use area, and allow for increased development capacity (square feet) on a parcel-by-parcel basis.

The following height standards are established for the various building use types planned for the Commerce Center. These heights will be permitted as long as they do not conflict with FAA guidelines for glide slope requirements, in such cases the FAA criteria shall override these height recommendations. Height is measured to the highest of any roof projection.

- Industrial | Manufacturing | Warehouse | Flight Line Buildings: 85 feet
- Office Buildings: 90 feet
- Commercial Buildings
  - Retail: 45 feet
  - Hotels: 90 feet
- Educational Facilities: 60 feet

### 4.2 Facades and Exterior Walls

Facades should be articulated to reduce the massive scale and the uniform, impersonal appearances of large buildings and provide visual interest that will be consistent with the Commerce Center's identity, character, and scale. Facades and Exterior Walls shall be designed with the following standards:

- a. Facades, that face a public street, with a length greater than 100 feet, measured horizontally, shall incorporate wall plane projections or recesses having a depth of at least 3 feet and

extending at least 20 percent of the length of the facade. No uninterrupted length of any facade shall exceed 100 horizontal feet.

- b. Ground floor facades that face public streets shall have animating features such as arcades, entry areas, or other such features along no less than 30 percent of their horizontal length.



### 4.3 Architectural Details

Buildings should have architectural features and patterns that provide visual interest at the scale of the pedestrian, reduce massive aesthetic effects, and recognize local character. The elements in the following standard should be integral parts of the building fabric, and not superficially applied trim, graphic, or paint.

Building facades must include a repeating pattern that shall include no less than three of the elements listed below. At least one of these elements shall repeat horizontally. Each element spacing shall repeat at maximum of thirty (30) foot intervals (the interval may be less), either horizontally or vertically.

- a. Color change Texture change
- b. Material module change
- c. Expression of architectural or structural bay through a change in plane no less than 12 inches in width, such as an offset, reveal, or projecting rib.





#### 4.4 Fenestration:

Fenestration shall refer to the arrangement and design of windows and doors in a building. While functional elements, these items should be thoughtfully integrated into the building facade and used in ways to break down the scale of the overall structure. With this in mind, the following standards should be applied to placement of windows:

- a. Windows shall be used to architecturally elaborate public entrances and help create a focal point for pedestrians.
- b. Windows shall be square or vertically proportioned, meaning the window height must be greater than the width.
- c. Windows placement and specification shall consider environmental factors such as solar angles and solar heat gain that may impact the efficiency of buildings.
- d. The majority of windows shall be oriented towards major public roadways.
- e. The front facade of each building should have a minimum of ten percent (10%) and a maximum of fifty percent (50%) transparency. Transparency is to be calculated by totaling the square footage of all window and doors.

#### 4.5 Building Materials:

Building materials shall be carefully considered for durability, color, texture and their appropriate application and use in the overall exterior appearance of the structure and the Project at large. To achieve a high standard of construction and appearance, quality material must be specified in accordance with the following criteria:

- a. Buildings may be constructed of brick, cast-in-place concrete, tiltwall concrete, pre-cast concrete, metal, glass or stone.
- b. Stucco, or EIFS (exterior insulated finish systems) if used, shall be limited to a maximum external appearance of no more than fifty percent (50%) of the total facade area. It may be used as an accent material.
- c. Other materials may be used for architectural fenestration or decoration, if used in appropriate quantities, and is subject to the evaluation and approval of the ARB.

## 4.6 Roofs

Variations in roof lines should be used to add interest to, and to reduce the massive scale of, large buildings. Roof features should complement the character of adjoining developments. Roofs shall incorporate the following features.

- a. Parapets concealing flat roofs and rooftop equipment such as HVAC units from public view. The average height of such parapets shall not exceed 15% of the height of the supporting wall and such parapets shall not at any point exceed one-third of the height of the supporting wall. Such parapets shall feature three-dimensional cornice treatments
- b. On sloping roofs, overhanging eaves shall extend no less than 3 feet past the supporting walls.
- c. Sloping roofs shall not exceed the average height of the supporting walls.
- d. Sloping roofs shall not be greater than or equal to 1 foot of vertical rise for every 3 feet of horizontal run or less than or equal to 1 foot of vertical rise for every 3 foot of horizontal run.
- e. Sloping roofs shall be either gable or hip. No shed or mansard roofs shall be permitted.
- f. Two or more vertical changes, a minimum of 3 feet difference in roof planes, facing primary streets.
- g. Rain downspouts shall be concealed in the walls of the buildings. Eave openings for the purpose of drainage into gutters are allowed.

## 4.7 Multi-Family and Senior Living Design Standards:

Multi-Family and senior Living developments are not bound by the same architectural standards noted above. The architectural style of a group of buildings within a specific residential area shall maintain a consistency. The exterior of all residential structures shall be designed to be compatible with the existing vegetation and adjacent structures. In all cases where residential building sites are exposed to opposing land use, every effort shall be taken to appropriately screen and buffer all circulation and pedestrian activities, as well as all storage and ancillary site facilities. The following are general architectural guidelines for the design of residential uses:

#### **4.7.1 Building Materials:**

Natural materials and light-colored, warm earth tones are encouraged. Examples would be the use of warm earth-tone colored stucco with darker earth-tone embellishments and details.

#### **4.7.2 Window and Trim Treatment:**

Windows shall be clear glass or a tinted glass of bronze, gray or smoke colors. No reflective glass or reflective tinting shall be used. Metal trim in dark bronze or white colors may be considered, whereas mill-finish aluminum shall not be allowed. Banking of more than three window units is discouraged.

#### **4.7.3 Pedestrian Entryways:**

Entryways shall receive emphasis with accents and architectural character such as porches, arches, shaded and protected walkways and unique door details.

#### **4.7.4 Garages and Garage Doors:**

Garage doors shall be de-emphasized and compatible with the structure's exterior design. Where applicable, the site plan shall attempt to minimize the visual impact of garage doors from public view.

#### **4.7.5 Roofing Materials:**

Roof pitches and overhangs may vary as necessitated by architectural design. A minimum of a 5:12 slope is set as standard. No flat roofs shall be allowed as a major structural element. Roofs shall have a minimum overhang of 2 feet on the eave and 18 inches on the gable ends. Fascias shall be a minimum of 10 inches. Metal fascia or soffits shall not be allowed. Roofs shall be either architectural asphalt shingles, metal standing seam, or tile roof.

#### **4.7.6 Roof Appurtenances:**

All roof appurtenances projecting above the roof such as exhaust fans, heating and air conditioning units, condensers, elevator equipment, plumbing vents and stacks shall be screened from view. All roof appurtenances shall be adequately screened from view at ground level by the use of parapet walls, architecturally compatible screens, or other building elements.

Plumbing stacks and roof vents must match roofing colors and shall be placed inconspicuously. Exposed flashing gutters and downspouts shall be approved and painted to match fascia and siding units. Exposed attachment straps shall not be allowed.

#### **4.7.7 Screened Enclosures:**

Screened enclosures shall only be allowed as an integral part of the design of the building. Roofing materials shall match the main structure.

#### **4.7.8 Storage and Loading Areas:**

All storage and loading areas shall have opaque enclosures or architectural screen walls and shall be designed in character with the architecture of the building site.

# Section 5: Landscape Standards



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## Section 5: Landscape Standards

Landscaping shall serve as a unifying element within Cecil Commerce Center. The vision for the landscaping within Cecil Commerce Center is to create a landscape palette that reflects the character of Northeast Florida while embracing concepts of sustainability and low maintenance. All landscaping shall be designed in accordance with Florida-Friendly Landscape principles ([www.floridayards.org](http://www.floridayards.org)). Landscape plans should be prepared by a qualified Landscape Architectural firm (or individual) registered in the State of Florida and experienced in projects of similar scope and magnitude within the region.

### Plant Quality:

In order to reinforce the quality and character of the project, all plant materials shall at a minimum, meet the criteria for Florida No. 1 grade and standards as defined by "Florida Department of Agriculture: Grades and Standards for Nursery Plants, Latest Edition."

### 5.1 Plant Palette:

The following plant material palette has been established for the Project. The materials have been selected based on their viability for the region and their ability to convey the design intent of the overall Project. Owners are not prohibited from using materials outside of this palette, but must attain written approval for alternate species from the ARB.

#### 5.1.1 Canopy Trees:

Canopy trees are essential for establishing a consistent character throughout the project. Trees shall be used that reinforce the North Florida character of the site. Canopy Trees serve as the backdrop for the entire landscape palette. Canopy trees shall comprise a minimum of fifty percent (50%) of all trees planted on individual projects.





Botanical name	Common Name	Minimum Height	Minimum Spread	Minimum Caliper
<i>Acer rubrum</i>	Red maple, swamp maple	14'	4'	3"
<i>Betula nigra</i>	River birch	14'	4'	3"
<i>Liriodendron tulipifera</i>	Tulip poplar	14'	4'	3"
<i>Magnolia grandiflora</i>	Southern magnolia	14'	3.5'	3"
<i>Pinus elliotii</i>	Slash pine	14'	4'	3"
<i>Pinus palustris</i>	Longleaf pine	14'	4'	3"
<i>Quercus shumardii</i>	Shumard oak	14'	4'	3"
<i>Quercus virginiana</i>	Southern live oak,	14'	5'	3"
<i>Taxodium distichum</i>	Bald cypress	14'	4'	3"
<i>Ulmus parvifolia</i>	Lacebark elm	12'	5'	3"

### 5.1.2 Flowering and Accent Trees:

The use of accent trees within the Project is encouraged. These trees should be used to provide seasonal color, pedestrian scale, and highlight desirable views. Accent species should make up a minimum of ten percent (10%) of the total trees on each Lot.



Botanical name	Common Name	Minimum Height	Minimum Spread	Minimum Caliper
<i>Cercis canadensis</i>	Eastern redbud	12'	4'	3"
<i>Cupressocyparis leylandii</i>	Leyland cypress	14'	4'	3"
<i>Elaeocarpus decipens</i>	Japanese blueberry	12'	3.5'	3"
<i>Ilex x attentuata</i> 'Savannah'	Savannah holly	12'	3.5'	3"
<i>Ilex x attenuata</i> 'East Palatka'	East Palatka holly	12'	3.5'	3"
<i>Juniperus virginiana</i> 'Silicicola'	Eastern red cedar	14'	4'	3"
<i>Lagerstroemia indica</i>	Crape myrtle	12'	5'	3"
<i>Ligustrum japonica</i>	Ligustrum	12'	5'	3"
<i>Magnolia grandiflora</i> 'Little Gem'	Southern magnolia Little Gem	12'	3.5'	3"
<i>Pyrus calleryana</i> 'Bradford'	Bradford pear	12'	3.5'	3"



### 5.1.3 Palm Trees:

The use of palm trees may be used selectively as a design element to highlight an entrance or feature element of a Lot. Palms trees should not make up more than ten percent (10%) of the total trees on each Lot.



Botanical name	Common Name	Minimum Clear-Trunk Height
<i>Phoenix canariensis</i>	Canary island date palm	10'
<i>Phoenix dactylifera</i>	Date palm	10'
<i>Phoenix sylvestris</i>	Wild date palm	10'
<i>Sabal palmetto</i>	Cabbage palm	12'
<i>Washingtonia robusta</i>	Washington palm	12'

### 5.1.4 Shrubs:

Shrubs are intended to provide a firm structure to landscape areas, screen undesirable views. Shrubs planted to screen mechanical equipment, loading areas, and storage areas from view as seen from Public Right-of-Ways shall be a minimum of seven gallon (7gal.) in size. Shrubs used to screen vehicular use areas shall be a minimum of 3 gallon (3gal.) at time of planting. All other shrubs may be a minimum of 1 gallon. Plants from this category should not exceed a total of fifty percent (50%) of the area specified as "shrub beds" within any Lot.



Botanical name	Common Name	Minimum Height	Minimum Spread
<i>Camellia japonica</i>	Camellia	24"	18"
<i>Hydrangea quercifolia</i>	Oakleaf hydrangea	24"	18"
<i>Ilex cornuta</i> 'Bufordi'	Buford holly, Chinese holly	24"	18"
<i>Ilex vomitoria</i> 'Schillings'	Schillings Dwarf holly	16"	16"
<i>Illicium parviflorum</i>	Yellow anise	24"	18"
<i>Juniperus chinensis</i> var. <i>chinensis</i> 'Blue Vase'	Juniper Blue Vase	24"	18"
<i>Juniperus</i> var. <i>chinensis</i> 'Parsonii'	Parsons juniper	12"	16"
<i>Myrcianthes fragrans</i>	Simpson stopper	24"	18"
<i>Myrica cerifera</i>	Wax myrtle	24"	18"
<i>Nerium oleander</i>	Oleander	24"	18"
<i>Raphiolepis indica</i>	Indian hawthorn	16"	16"
<i>Rhododendron</i> spp.	Azalea	24"	18"
<i>Viburnum obovatum</i>	Walter's viburnum	16"	12"
<i>Viburnum odoratissimum</i>	Sweet viburnum	24"	18"
<i>Viburnum suspensum</i>	Sandankwa viburnum	24"	18"
<i>Zamia pumila</i>	Coontie	16"	12"

### 5.1.5 Grasses:

Grasses are an important element within the project, they add movement and texture to the landscape and represent the natural North Florida environment. Plants from this category should make up a minimum of twenty-five percent (25%) of the area specified as "shrub beds" within any Lot. Grasses should be in one gallon (1G) containers at time of planting.



Botanical name	Common Name	Minimum Height	Minimum Spread
<i>Cortaderia selloana</i>	Pampasgrass	18"	16"
<i>Eragrostis elliottii</i>	Elliott's lovegrass	18"	16"
<i>Miscanthus sinensis</i> 'Gracillimus'	Maiden grass	18"	16"
<i>Muhlenbergia capillaris</i>	Muhly grass	18"	16"
<i>Paspalum quadrifarium</i>	Evergreen crown grass	18"	16"
<i>Spartina bakeri</i>	Sand cordgrass	18"	16"
<i>Tripsacum dactyloides</i>	Fakahatchee grass	18"	16"
<i>Tripsacum floridana</i>	Dwarf fakahatchee grass	18"	16"



### 5.1.6 Groundcovers:

Groundcovers, for the purposes of these guidelines, are defined as herbaceous plants and spreading vines that will typically not exceed 18" in height at maturity. Plants from this category should make up a minimum of twenty-five percent (25%) of the area specified as "shrub beds" within any Lot.



Botanical name	Common Name	Minimum Height	Minimum Spread
Agapanthus africanus	Lily of the Nile	12"	8"
Arachis glabrata	Perennial peanut	4"	12"
Juniperus conferta	Shore juniper	4"	12"
Juniperus conferta 'Blue Pacific'	Juniper Blue Pacific	4"	12"
Juniperus horizontalis 'Wiltonii'	Blue Rug juniper	4"	12"
Liriope muscari	Giant evergreen liriope	12"	8"
Liriope muscari	Variegated liriope	12"	8"
Trachelospermum asiaticum	Asiatic jasmine	6"	18"
Tulbaghia violacea	Society garlic	12"	8"

### 5.1.7 Lawn:

All open landscape areas not specified to receive trees, shrubs or groundcovers shall be seeded or sodded in their entirety. All lawn areas for this Project shall be specified to be *Paspalum notatum* 'Argentine' (Argentine Bahiagrass).

### 5.2 Tree Protection:

Where practicable each lot shall be designed to preserve existing trees that are in good health. Applicant must submit a tree survey prepared in accordance with City of Jacksonville tree surveying requirements. Protected trees shall only be removed and mitigated in accord with Jacksonville Zoning Code Part 12.

### 5.3 Landscape Buffering:

Landscape buffers play an important role in reinforcing the professional, corporate theme of Cecil Commerce Center. Landscape buffers are intended to reduce, both visually and physically, the negative impacts generated by uncomplimentary abutting uses. Buffers shall be located at the perimeter of a lot

or parcel, extending to the parcel boundary. Buffers shall not be located on any portion of an existing or dedicated public or private street or right-of-way.

#### 5.4.1 Required Buffers:

##### 5.4.1.1 New World Avenue Frontage Buffer

Property fronting New World Avenue shall incorporate a minimum forty (40) foot landscape buffer comprised of a continuous hedge and one (1) canopy tree for each thirty-five (35') lineal feet or fraction thereof. All vehicle use areas shall provide a visual screen of parked vehicles from public view.



##### 5.4.1.2 Public Right-of-Way Frontage Buffer

Property fronting a public right-of-way other than New World Avenue shall incorporate a minimum twenty-five (25) foot landscape buffer comprised of a continuous hedge and one (1) canopy tree for each fifty (50) lineal feet or fraction thereof. All vehicle use areas shall provide a visual screen of parked vehicles from public view.

##### 5.4.1.3 Truck Loading Docks, Service Areas, Trash Receptacles Mechanical Equipment, and Outdoor storage areas

Truck loading docks, “receiving/shipping” doors, trash receptacles, mechanical equipment, and outdoor storage areas shall be visually screened from the visibility of any public or private street rights-of-way, adjacent building site or scenic vista across a lake by one of the following methods:

- a. Masonry wall at least eight (8') feet in height

with a ten (10) foot landscape strip on the public side of the wall. Landscaping shall be in the form of a continuous line of shrubs and one (1) canopy trees shall be planted for each fifty (50) lineal feet or fraction thereof.

b. Three (3) foot high minimum earthen berm with shrub plantings that can grow to a minimum height of five (5) feet. In addition, one (1) canopy tree shall be planted for each fifty (50) lineal feet or fraction thereof.

c. Landscaping capable of attaining a minimum height of eight (8) feet and a minimum opacity of eighty-five (85) percent. Landscape buffering must be evergreen.

### **5.5 Foundation Planting:**

With the exception of access points, service areas, or loading areas, each building shall incorporate a continuous landscape area around the building foundation. Landscaping within this area shall relate to, and accent architectural features of the facade. Foundation plantings shall at a minimum meet the following guidelines:

- a. Access points can make up no more than ten percent (10%) of the building perimeter.
- b. The landscape area surrounding the building shall be a minimum of fifteen feet (15') in width. Landscape Area can be reduced to eight (8) feet on projects located on sites less than three (3) acres.
- c. Shrub beds within foundation landscape areas should be a minimum of eight feet (8') in width.

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# Section 6: Landscape Irrigation Standards



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## Section 6: Landscape Irrigation Standards

### 6.1 Basis of Design:

All newly landscaped areas within the Project shall have an automatic underground irrigation system. The irrigation design should maximize water efficiency and effectiveness, while also implementing methods to prevent over-spray into preservation areas, or onto paved surfaces. The irrigation system shall adhere to City of Jacksonville Codes regarding water source, rain sensors, acceptable water pressure and proper back-flow prevention.



Irrigation heads should be spaced to provide 100%, head-to-head coverage. Pop-up, micro-irrigation, and spray type irrigation heads should be used in all shrub and groundcover areas. Rotor type irrigation heads are acceptable for turf areas provided that area is sufficient in size to prevent excessive over-spray. System design should split shrub area and sod area into separate zones. All irrigation system controllers and miscellaneous above ground equipment shall be located with adequate service access out of view from the general public. The irrigation system should be designed by a qualified firm (or individual) experienced in projects of similar scope and magnitude within the region.

### 6.2 Irrigation Scheduling

Irrigation scheduling and use shall be in compliance with all applicable Water Management District and City of Jacksonville rules and regulations related to reduction of irrigation use and water conservation.

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# Section 7: Signage Standards



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## Section 7: Signage Standards

Various signs for development parcels need to be easily understandable and unified in their appearance. All signs shall conform to the City of Jacksonville's Sign Regulations in the Jacksonville Code unless the standard of this Design Guideline and Standards conflicts with the Sign Regulations, then the Standard below shall apply. The Cecil Field Architectural Review Board shall review all signs.

### 7.1 Permanent Signs:

The following types of signs will be permitted on a permanent basis within the Project provided they comply with the requirements of these guidelines and the City of Jacksonville Signage Regulations:

#### 7.1.1 Single Purpose Development Identification Signs

This is the main project identification sign and one sign will be permitted per development parcel. The sign will have the name of the project, business or project logo and street address number. These signs shall be ground mounted wall or pylon type signs. No pole mounted signs will be permitted. Signage standards shall be as follows:

- a. Height: 6 feet maximum from natural grade
- b. Width: 12 feet maximum Depth: 2 feet maximum
- c. Materials: to match building materials
- d. Sign area (per sign face): forty-eight (48) square feet
- e. Information: only street number, logo and business name





### 7.1.2 Building Mounted Signage for Multi Use Buildings

Where multiple signs are proposed for a single site or project such as a shopping center or multi-use building (flex office showroom), wall or parapet mounted signs will be allowed provided a unified signage plan is employed and approved by the ARB. Signage standards shall be as follows:

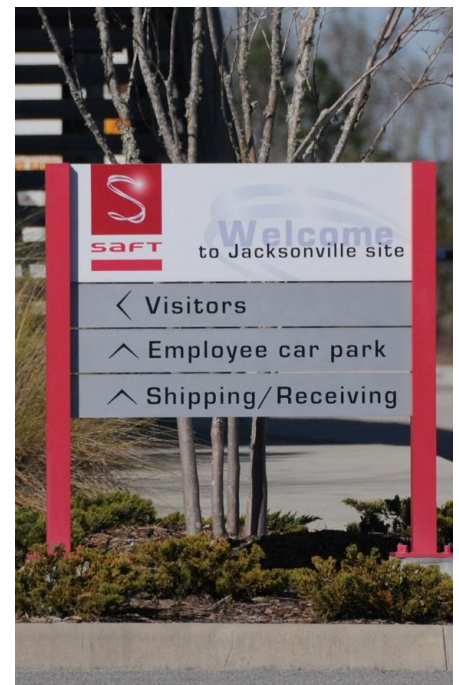
- a. All wall signs on multi-use buildings shall be located at a consistent location on the building facade.
- b. No wall sign shall exceed 80% of the width of the unit(s) occupied by the business with a minimum 10% clear area on each outer edge of the unit(s).
- c. All wall signs on multi-use buildings shall be the same material.



### 7.1.3 Directional Signs

This type of sign would direct users to parking, service and delivery areas. These signs shall be ground mounted wall or pylon type signs. No pole-mounted signs will be permitted. Signage standards shall be as follows:

- a. Height: 6 feet maximum
- b. Width: 3 feet maximum
- c. Materials: to match building materials
- d. Sign area (single sided): Sixteen (16) square feet
- e. Information: words and arrows directing to specific areas of the parcel



## 7.2 Flags:



Flagpoles may be constructed and erected provided the flags to be displayed comply with the following criteria:

- a. All sites are allowed a maximum of three flags.
- b. The maximum height for each flagpole shall be thirty-five feet (35').
- c. The maximum dimensions of each flag shall be four feet (4') by six feet (6'). If used, the United States flag must be at least the same dimensions as any additional flags.
- d. The surface areas of flags are not required to be included in the allowable signage calculations.

## 7.3 Temporary Signs:

Temporary signs are intended to be used for a limited time such as construction signs and real estate signs. These signs will be permitted on a temporary basis within the Project provided they comply with the defined requirements:

### 7.3.1 Construction Signs:



With prior approval from the ARB, construction signs will be permitted on a temporary basis according to the following criteria:

- a. A maximum of two construction signs are allowed per Parcel.
- b. The maximum height of this type will be eight (8) feet.
- c. The maximum allowable copy area for this type of sign will be thirty-two (32) square feet per sign.
- d. The minimum setback for this type of sign is five (5) feet from all property lines.
- e. Construction signs may be erected no sooner than thirty (30) days prior to ground breaking and must be removed no later than seven (7) days following the issuance of initial certificate of occupancy.

### **7.3.2 Real Estate Signs:**

With prior approval from the ARB, real estate signs will be permitted on a temporary basis according to the following criteria:

- a. A maximum of one of these types of signs will be allowed per public road frontage of the Parcel.
- b. The maximum height for this type of sign will be eight (8) feet.
- c. For a Lot that encompasses two acres or less, the maximum allowable copy area for this type of sign will be thirty-two (32) square feet.
- d. For Lots greater than two acres, the maximum allowable copy area for this type of sign will be sixty-four (64) square feet.
- e. The minimum setback for this type of sign is five (5) feet from all Lot property lines.
- f. This type of sign must be removed no later than seven (7) days following closing.

### **7.4 Sign Illumination:**

Any permanent sign may be illuminated according to following criteria:

Sign lighting shall be provided by either internal or external source. All light sources shall be shielded from public view. Neon lighting and fiber optics are not permitted unless used as non-direct back-lighting. Lighting effects that are designed to twinkle, sparkle, pulsate, or flash are not permitted.

### **7.5 Sign Materials:**

The materials incorporated in the design of any sign or sign element should be compatible with the architectural character of the Project.

### **7.6 Address Designation:**

Address designations shall not be considered as signs unless the numerals exceed twelve (12) inches in height, in which case, the address will be subject to all requirements for signs as herein defined. Address designations with numbers less than twelve (12) inches in height may be affixed to a structure or be painting.



## **7.7 Prohibited Signs:**

Without a special exemption from the ARB, the following types of signs shall not be erected or displayed within the Project on either a temporary or permanent basis:

### **7.7.1 Banner Signs:**

Signs designed to be displayed as banners supported by post or other structures.

### **7.7.2 Bench Signs:**

Signs incorporated into benches or other site furnishings.

### **7.7.3 Billboard Signs.**

### **7.7.4 Help Wanted Signs:**

Signs promoting employment opportunities.

### **7.7.5 Inflatable Signs:**

Signs intended to be displayed on balloons or other inflatable objects.

**7.7.6 Balloons and other Aerial Signage:** Weather balloons, signs flying above a site, remote controlled blimps with signage, etc.

### **7.7.7 Landscape Signs:**

Signs intended to be supported by or attached to trees or other vegetation.

### **7.7.8 Animated Signs:**

Signs designed to be mechanically animated, moved, spun or rotated.

### **7.7.9 Political Campaign Signs:**

Signs promoting political campaigns or issues.

### **7.7.10 Portable Signs:**

Signs designed to roll or move.

### **7.7.11 Pylon or Pole Mounted Signs:**

Signs designed to be supported by pylons or poles.

### **7.7.12 Roof Top Signs:**

Signs designed to be mounted on rooftops, penthouses and/or mechanical enclosures.

**7.7.13 Tent Signs:**

Signs designed to be displayed on tents or umbrellas.

**7.7.14 Mobile Billboards and Vehicle Signs:**

Signs designed to be displayed on parked vehicles or trailers.

**7.7.15 Window Signs:**

Signs designed to be displayed in windows.

# Section 8: Exterior Lighting Standards



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## Section 8: Exterior Lighting Standards

Lighting plays an important role in the overall character, aesthetic quality, functionality, and safety of projects within Cecil Commerce Center. The lighting design should reflect the scale and feel of the architecture.

### 8.1 Vehicular Area Lighting:

Lighting for vehicular drives and parking areas on individual Lots must be provided by the Owner. Lights should emulate the style of either the associated public areas or building. Vehicular light standards should be placed a minimum of four feet (4') clear of the nearest curb. Driveway and parking lot lights will not exceed a height of eighteen feet (18').



**8.2 Pedestrian Area Lighting:** Each Owner shall provide lighting for pedestrian areas on its Lot. Pedestrian and walkway lighting shall be designed to provide safe and illuminated pedestrian access from parking lots and drives to building entrances. Pedestrian path lights shall not exceed a height of twelve feet (12') and should be directed down to reduce light pollution.





**8.3 Landscape Lighting:** Each Owner may provide lighting for landscaped areas within individual lots. In areas where accent trees, signage or other landscape features are emphasized, the Owner shall use low level lighting from ground mounted fixtures. Building entrances, front facades and important walkway intersections may be lit in order to provide safety and to create visual interest. Landscape lighting should be directed in a manner that minimizes light pollution.



**8.4 Architectural Lighting:** Where appropriate, building lighting shall be accomplished through the use of up-lighting or down-lighting fixtures mounted on the building. Building signage shall be lighted in such a way as to conceal the source of the light and to avoid light on adjacent surfaces. Ground mounted lights intended to accent the building shall be camouflaged with landscaping and should not be located in open areas.



# Section 9: Construction Standards



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## Section 9: Construction Standards

### 9.1 Construction Facilities:



The erection of temporary buildings, trailers, parking areas or storage areas without prior written approval of the ARB or the City is not permitted. Such facilities are allowed on a temporary basis for the purpose of supporting active construction projects. Temporary construction facilities may be placed on site no sooner than thirty (30) days prior to the commencement of construction and must be removed no later than sixty (60) days from the receipt of the certificate of occupancy. Facilities intended to be in place for more than eighteen (18) months may not qualify as temporary facilities without specific exemption from the ARB. The Owner should attempt to minimize visual impact of temporary facilities from public right of ways and adjacent buildings. Dumpsters and portable restroom facilities should not be visible from outside the limits of construction.

### 9.2 Construction Screening:

It is encouraged that at a minimum, a continuous construction fence be erected around the perimeter of the projected work limits. Construction fence should be a six feet (6') high chain link fence with a windscreen material applied to the inside face on property sides that face an existing use, or public roadway. If the fencing has lockable gates, the Association must be provided two (2) keys for emergency access.

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**Office of Economic Development**  
117 West Duval Street, Suite 275, Jacksonville, FL 32202  
(904) 630-1858

**Exhibit C**

**Asbestos Survey Report**

**(See attached.)**

**LIMITED RENOVATION ASBESTOS SURVEY REPORT**

**Post Office, Building 332  
13618 Lake Fretwell Street  
Jacksonville, Florida**

**GLE Project No.: 11000-11659**

**Prepared For:**

**Ms. Adrienne Hall  
VT Group  
Cecil Commerce Center  
6112 New World Avenue  
Jacksonville, Florida 32221**

**November 2011**

**Prepared By:**



8659 Baypine Road, Suite 306, Jacksonville, FL 32256  
904-296-1880 • Toll Free 800-398-7613 • Fax 904-296-1860



November 7, 2011

Ms. Adrienne Hall  
VT Group  
6112 New World Avenue  
Jacksonville, Florida 32221

RE: Limited Renovation Asbestos Survey Report  
Post Office, Building 332  
13618 Lake Fretwell Street  
Jacksonville, Florida

GLE Project No.: 11000-11659

Dear Ms. Hall:

GLE Associates, Inc. (GLE) performed a limited renovation survey for asbestos-containing materials (ACM) on October 26, 2011 at the Post Office, Building 332 located in Jacksonville, Florida. The survey was performed by Mr. John Ciucevich and Mr. Daniel Brand with GLE. This report outlines the sampling and testing procedures, and presents the results along with our conclusions and recommendations.

GLE appreciates the opportunity to serve as your consultant on this project. If you should have any questions, or if we can be of further service, please do not hesitate to call.

Sincerely,  
GLE Associates, Inc.

A handwritten signature in black ink that reads "Daniel L. Brand". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Daniel L. Brand  
Environmental Scientist

A handwritten signature in black ink that reads "Robert B. Greene". The signature is cursive and somewhat stylized, with the first letters being prominent.

Robert B. Greene, PE, PG, CIH  
Asbestos Consultant, EA 0000009

DLB/MBC/RBG/lr

DAWork\Env\11000-11659\Bldg 332 - 13618 Lake Fretwell St Asbestos Report-Survey Report.doc

GLE Associates, Inc.

8659 Baypine Road | Suite 306 | Jacksonville, FL 32256 | 904-296-1880 | Toll Free 800-398-7613 | Fax 904-296-1860 | [www.gleassociates.com](http://www.gleassociates.com)  
Orlando | Tampa | Miami | Jacksonville | Gainesville | Atlanta | Houston | Nashville  
Architecture AA 0002369 • Engineer CA 5483 • Asbestos ZA 0000034 • Geology 0000297

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## 1.0 EXECUTIVE SUMMARY

### 1.1 INTRODUCTION

The purpose of this limited renovation survey was to identify accessible asbestos-containing materials (ACMs) and their general locations within the Post Office, Building 332, located at 13618 Lake Fretwell Street in Jacksonville, Florida. This survey was limited to the interior portions of the facility. The survey was conducted pursuant to National Emission Standards for Hazardous Air Pollutants (NESHAP, 40 CFR 61) requirements associated with the potential renovation plans. The survey was performed on October 26, 2011, by Mr. John Ciucevich and Mr. Daniel Brand, Environmental Protection Agency/Asbestos Hazard Emergency Response Act (EPA/AHERA) accredited inspectors. The scope of this survey did not include demolition of any building components, evaluation of architectural plans, or removal cost estimating.

### 1.2 FACILITY DESCRIPTION

A summary of the facility investigated is outlined in the table below. A representative view of the facility is shown in **Appendix D**.

Facility Type:	Commercial
Construction Date:	Unknown
Number of Floors:	One (1)
<b>Structural</b>	
Foundation:	Concrete Slab on Grade
Wall Support:	Wood Frame
Exterior Finish:	Concrete Masonry Units, Vinyl Siding
Roof Support:	Not in scope
Roof System Type:	Not in scope
<b>Mechanical/Plumbing</b>	
HVAC Type:	Air Handling Unit
Duct Type:	Flex, Fiberglass
Pipe Insulation:	None
<b>Interior</b>	
Wall Substrate:	Drywall and Joint Compound, Concrete Masonry Units
Wall Finishes:	Paint
Floor Substrate:	Concrete
Floor Finishes:	Vinyl Floor Tile, Ceramic Tile, Unfinished Concrete, Cove Base
Ceiling System:	Suspended Ceiling System
Ceiling Finishes:	Suspended Ceiling Tiles

## 2.0 RESULTS

### 2.1 ASBESTOS SURVEY PROCEDURES

The limited survey was performed by visually observing accessible interior areas of the building. EPA/AHERA accredited inspectors performed the visual observations (refer to Appendix B for personnel qualifications).

After the overall visual survey was completed, representative sampling areas were determined. The surveyors delineated homogeneous areas of suspect materials and samples of each material were obtained in general compliance with regulations as established by the Occupational Safety and Health Administration (OSHA) and NESHAP. The field surveyors determined sample locations based on previous experience. Both friable and non-friable materials were sampled. A friable material is one that can be crushed when dry by normal hand pressure. This survey did not include the demolition of building components to access suspect material. This survey was limited to the interior areas of the facility; no roofing or other exterior samples were collected.

After completion of the fieldwork, the samples were delivered to GLE's National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory for analysis. The samples were analyzed by Polarized Light Microscopy (PLM) coupled with dispersion staining, in general accordance with EPA-600/R-93/116. Utilizing this procedure, the various asbestos minerals (chrysotile, amosite, crocidolite, actinolite, tremolite, and anthophyllite) can be determined. The percentages of asbestos minerals in the samples were visually determined by the microscopist. Please note that the EPA designates all materials containing greater than 1% asbestos as an "asbestos-containing material".

Regulated Asbestos-Containing Material (RACM) is defined as (a) Friable asbestos materials, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.

Category I and Category II non-friable ACM, as defined by the EPA:

- Category I non-friable ACM means asbestos containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos and determined using the method specified in Appendix E, Subpart E, 40 CFR Part 763, Section 1, PLM.
- Category II non-friable ACM means any material, excluding Category I non-friable ACM, containing more than 1 percent asbestos as determined using the methods specified in Appendix E, Subpart E, 40 CFR Part 763 Section 1, PLM that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

## 2.2 IDENTIFIED SUSPECT ASBESTOS-CONTAINING MATERIALS

A total of twenty-four (24) samples of suspect building materials were collected from the facility during the survey, representing eight (8) different homogeneous areas. The results of the laboratory analyses are included in Appendix A, and approximate sample locations and the approximate extent to which ACM was observed to be present are indicated on the Asbestos Location Plan in Appendix C. Photographs of the various materials sampled are included in Appendix D.

A summary of the homogenous sampling areas of suspect ACM determined to be present is outlined in the following table:

TABLE 2.2-1: SUMMARY OF HOMOGENEOUS SAMPLING AREAS POST OFFICE, BUILDING 332 – JACKSONVILLE, FLORIDA							
HA #	HOMOGENEOUS MATERIAL DESCRIPTION	HOMOGENEOUS MATERIAL LOCATION	FRIABILITY (F/NF)	% ASBESTOS*	# OF SAMPLES COLLECTED	APPROXIMATE QUANTITY	ACM CATEGORY
CT-01	2' x 4' White Ceiling Tile	Ceiling Throughout	F	ND	3	NA	NA
FT-01	12" x 12" Gray Floor Tile	Floor Throughout	NF	ND	3	NA	NA
VB-01	4" Gray Vinyl Cove Base	Throughout	NF	ND	3	NA	NA
DW-01	Drywall and Joint Compound	Walls Throughout	NF	ND	3	NA	NA
MAS-01	Black Mastic	Throughout on Concrete Ceilings/Beams	NF	ND	3	NA	NA
MAS-02	Black Mastic	Fiberglass Insulation, within Column Chases	NF	ND	3	NA	NA
M-01	Ceiling Material	Ceiling above northeast suspended ceiling	NF	7% C	3	1,144 SF	CAT I
M-02	Concrete	Floor Throughout	NF	ND	3	NA	NA

ASBESTOS CONTENT Expressed as percent	* = The facility owner has the option of point-counting by polarized light microscopy (PLM) those RACM whose asbestos content is less than 10% in order to more accurately determine the asbestos content therein.						
	PC = Results based on Point-Count analysis						
FRIABILITY	F = Friable Material	NF = Non-Friable Material					
CATEGORY OF MATERIAL	RACM = Regulated ACM	CAT I = Category I non-friable ACM	CAT II = Category II non-friable ACM				
ABBREVIATIONS:	NA = Not Applicable	ND = None Detected	NIS = Not in Scope				
	HA = Homogeneous Area	SF = Square Feet	LF = Linear Feet				
			CF = Cubic Feet				

## 3.0 CONCLUSIONS AND RECOMMENDATIONS

### 3.1 GENERAL

The EPA, OSHA, and the State of Florida have promulgated regulations dealing with asbestos. For commercial building owners, the EPA NESHAP (40 CFR 61) regulations require removal of RACM prior to conducting activities which might disturb the material. They also deal with notification, handling and disposal of asbestos.

No homogenous areas of suspect RACM was determined to contain less than 10% asbestos by PLM analysis. According to the NESHAP, when the asbestos content of a bulk sample of suspect RACM is determined to be less than 10% by PLM visual estimation, you may:

1. Assume the amount to be greater than 1% and treat the material as asbestos-containing; or
2. Conduct confirmatory verification by point-counting. Note, the results obtained by point-counting are considered the definitive analytical result.

For facilities not scheduled for demolition or complete removal of all ACM, the EPA recommends that an Operations and Maintenance (O&M) Program be developed for any facilities with ACM, and this Program should address all ACM (known and/or assumed) present. The O&M Program establishes notification and training requirements along with special procedures for working around the asbestos. The O&M Program would remain in effect until all asbestos is removed.

Category I and Category II non-friable materials, as defined by the EPA, may remain within a facility during demolition with no potential cessation of work provided they remain non-friable and the appropriate engineering controls (i.e., wet methods) are utilized, with the resulting waste disposed of as asbestos-containing waste. However, there is no guarantee that these materials will remain non-friable. If the materials become friable, then they are classified as RACM.

RACM, as defined by the EPA, must be removed prior to renovation or demolition activities that may disturb the materials.

The OSHA regulations deal with employee exposure to airborne asbestos fibers. The regulations restrict employee exposure, and require special monitoring, training and handling procedures when dealing with asbestos. Additionally, OSHA has regulations that may supersede the EPA regulations. In order to protect the worker, OSHA has established a permissible exposure limit (PEL), which limits employee exposure to airborne fiber concentrations. OSHA requires objective evidence that the PEL will not be exceeded, as justification that personal air monitoring and engineering controls will not be required. OSHA has also established rules requiring the containerization and labeling of asbestos waste.

The State regulations require that anyone involved in asbestos consulting activities be a licensed asbestos consultant and that anyone involved in asbestos abatement, with the exception of roofing materials, be a licensed asbestos abatement contractor.

### 3.2 SPECIFIC

#### Ceiling Material Above Northeast Suspended Ceiling System

This material is defined by the EPA as a Category I non-friable material. This material does not appear to present a significant issue as observed at the time of the survey. We recommend that the identified ACM be maintained as part of an O&M Program and periodically monitored for any changes in condition. Additionally, we recommend that a licensed asbestos abatement contractor properly remove the ACM prior to conducting renovation activities that might disturb the ACM.

## 4.0 LIMITATIONS AND CONDITIONS

As a result of previous renovations, there may be hidden materials, such as floor tile, sheet vinyl flooring, etc. These materials may be found in various areas hidden under existing flooring materials. Any materials found during construction activities, either not addressed in this survey report, or similar to the ACM identified in this survey report should be assumed to be ACM until sampling and analysis documents otherwise.

The Florida Department of Environmental Protection (FDEP) has recently issued an interpretation regarding the testing of concrete flooring, walls and roofing materials, which states that "if concrete will be recycled or reused, the concrete must be sampled and analyzed for the presence of asbestos prior to the commencement of activities that may release asbestos fibers into the environment", and that "all of the different layers or types of concrete in a sample must be analyzed, individually, using the method specified in Appendix E, subpart E, 40 CFR Part 763, Section 1, Polarized Light Microscopy, with point-counting", as applicable.

Because of the hidden nature of many building components (i.e. within mechanical chases), it may be impossible to determine if all of the suspect building materials have been located and subsequently tested. Destructive testing in some instances is not a viable option. We cannot, therefore, guarantee that all potential ACM has been located. For the same reasons, estimates of quantities and/or conditions are subject to readily apparent situations, and our findings reflect this condition. We do warrant, however, that the investigations and methodology reflect our best efforts based upon the prevailing standard of care in the environmental industry.

The information contained in this report was prepared based upon specific parameters and regulations in force at the time of this report. The information herein is only for the specific use of the client and GLE. GLE accepts no responsibility for the use, interpretation, or reliance by other parties on the information contained herein, unless prior written authorization has been obtained from GLE.

**APPENDIX A**  
**Analytical Results and Chain of Custody**

# SUMMARY OF BULK SAMPLE ANALYSIS

VT; Building 332 - Cecil Field

11000-11659

Sample	Sample Type	Fiber Type	
CT-01A	2x4 White Ceiling Tile	70%	Mineral Wool
		30%	Perlite, Quartz, Calcite
CT-01B	2x4 White Ceiling Tile	70%	Mineral Wool
		30%	Perlite, Quartz, Calcite
CT-01C-QC	2x4 White Ceiling Tile	70%	Mineral Wool
		30%	Perlite, Quartz, Calcite
DW-01A	Drywall & Joint Compound	100%	Gypsum, Quartz, Calcite, Clay
DW-01B	Drywall & Joint Compound	100%	Gypsum, Quartz, Calcite, Clay
DW-01C	Drywall & Joint Compound	100%	Gypsum, Quartz, Calcite, Clay
FT-01A	12x12 Gray Floor Tile & Tan Mastic	100%	Polymer, Quartz, Calcite, Clay, Mica
FT-01B	12x12 Gray Floor Tile & Tan Mastic	100%	Polymer, Quartz, Calcite, Clay, Mica
FT-01C	12x12 Gray Floor Tile & Tan Mastic	100%	Polymer, Quartz, Calcite, Clay, Mica
M-01A	Black Mastic	7%	Chrysotile Asbestos
		93%	Bitumen, Quartz, Calcite, Mica
	White Mastic	100%	Polymer
M-01B	Black Mastic		Positive Stop/Sample not analyzed
	White Mastic	100%	Polymer

Analyst / Approved  
Signatory:



Darryl Neldner

\* Polarized Light Microscopy coupled with dispersion is the technique used for identification in accordance with EPA 600/M4-82-020, EPA 600/R-93/116, and NIOSH Method 9002.

\*\* The percentage of each component is visually estimated. The result of this analysis relate only to the material tested. The report shall not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. (>1% greater than one percent, <1% less than one percent) QC - Sample reanalyzed for QA/QC.

\*\*\* This report shall not be reproduced except in full, without the written approval of the laboratory. GLE Report # 14556

Analysis performed by GLE Associates, Inc. NVLAP #102003-0, CO AL-17485, TX 30-0337

Feedback regarding laboratory performance should be addressed to lab@gleassociates.com.

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# SUMMARY OF BULK SAMPLE ANALYSIS

VT; Building 332 - Cecil Field

11000-11659

Sample	Sample Type	Fiber Type	
M-01C	Black Mastic	Positive Stop/Sample not analyzed	
	White Mastic	100%	Polymer
M-02A-QC	Concrete	100%	Quartz, Calcite, Clay, Mica
M-02B	Concrete	100%	Quartz, Calcite, Clay, Mica
M-02C	Concrete	100%	Quartz, Calcite, Clay, Mica
MAS-01A	Black Mastic	100%	Bitumen
MAS-01B	Black Mastic	100%	Bitumen
MAS-01C	Black Mastic	100%	Bitumen
MAS-02A	Black Mastic	100%	Bitumen
MAS-02B	Black Mastic	100%	Bitumen
MAS-02C	Black Mastic	100%	Bitumen
VB-01A	4" Gray Vinyl Cove Base & Mastic	100%	Polymer
VB-01B-QC	4" Gray Vinyl Cove Base & Mastic	100%	Polymer
VB-01C	4" Gray Vinyl Cove Base & Mastic	100%	Polymer

Analyst / Approved  
Signatory:



Darryl Neldner

\* Polarized Light Microscopy coupled with dispersion is the technique used for identification in accordance with EPA 600/M4-82-020, EPA 600/R-93/116, and NIOSH Method 9002.

\*\* The percentage of each component is visually estimated. The result of this analysis relate only to the material tested. The report shall not be used to claim product endorsement by NVLAP or any agency of the U.S. Government. (>1% greater than one percent, <1% less than one percent) QC - Sample reanalyzed for QA/QC.

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Analysis performed by GLE Associates, Inc. NVLAP #102003-0, CO AL-17485, TX 30-0337

Feedback regarding laboratory performance should be addressed to lab@gleassociates.com.

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## CHAIN OF CUSTODY/SAMPLE TRANSMITTAL FORM



GLE Associates, Inc.  
4300 W. Cypress Street, Suite 400  
Tampa, FL 33607  
Tel. (813) 241-8350 FAX (813) 241-8737

CLIENT: VT

PROJECT #: 11000-11659

PROJECT: Bldg 332 Cecil Field

LABORATORY SENT TO: GLE

DATE: 10/26/11

## SAMPLE INFORMATION

SAMPLE #	DESCRIPTION/ LOCATION	SAMPLE #	DESCRIPTION/ LOCATION
CT-01 A-C	2'x4' White Ceiling Tile		
FT-01 A-C	12"x12" Gray Floor Tile		
VB-01 A-C	4" Gray Vinyl Cove Base		
DW-01 A-C	Drywall & Joint Compound		
M-01 A-C	Ceiling		
M-02 A-C	Concrete		
MAS-01 A-C	Black Mastic		
MAS-02 A-C	Black Mastic		

IMPORTANT TOTAL NUMBER OF SAMPLES SUBMITTED:

24

IMPORTANT POSITIVE STOP ANALYSIS:

YES

IMPORTANT CODE TYPE (PLM; PLM1; PLM 2; ETC.):

PLM 6

IMPORTANT E-MAIL RESULTS TO:

Jciucevich, jelliott@ GLE

## SAMPLE INSTRUCTIONS

TO BE ANALYZED FOR ASBESTOS CONTENT BY POLARIZED  
LIGHT MICROSCOPY WITH DISPERSION STAINING

## TURNAROUND TIME DEADLINE

5 Day TAT

→ →

RETURN SAMPLES TO GLE ASSOCIATES  
USE TRANSMITTAL

11/3/11 / 12 PM  
date / time

SAMPLE ANALYSIS DEADLINE

## REPORT RESULTS TO THE ADDRESS ABOVE

CHAIN OF CUSTODY: GLE ASSOCIATES, INC.		CHAIN OF CUSTODY: LABORATORY	
PACKAGED BY:	D. Brand / J. Ciucevich	SAMPLES RECEIVED BY:	
DATE PACKAGED:	10/26/11	DATE:	
METHOD OF TRANSMITTAL:	Fed Ex	TIME:	
TRANSMITTED BY:		CONDITION OF PACKAGED SAMPLES:	
CHAIN OF CUSTODY: RETURNED TO GLE ASSOCIATES, INC.			
RECEIVED BY:		DATE:	
INVENTORIED BY:		DATE:	
REPACKAGED AND SEALED BY:		DATE:	
PAGE:	1 OF 1		

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## **APPENDIX B**

### **Personnel and Laboratory Certifications**



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT  
1940 NORTH MONROE STREET  
TALLAHASSEE FL 32399-0783

(850) 487-1395

GREENE, ROBERT BLAIR  
GLE ASSOCIATES INC  
4300 W CYPRESS STREET SUITE 400  
TAMPA FL 33607

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION

AC# 5348917

EA0000009 11/19/10 108130228

ASBESTOS CONSULTANT - ENGINEER  
GREENE, ROBERT BLAIR  
GLE ASSOCIATES INC

IS LICENSED under the provisions of Ch.469 FS.  
Expiration date: NOV 30, 2012 L10111901357

DETACH HERE

AC# 5348917

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
ASBESTOS LICENSING UNIT

SEQ# L10111901357

DATE	BATCH NUMBER	LICENSE NBR
11/19/2010	108130228	EA0000009

The ASBESTOS CONSULTANT - ENGINEER  
Named below IS LICENSED  
Under the provisions of Chapter 469 FS.  
Expiration date: NOV 30, 2012

GREENE, ROBERT BLAIR  
GLE ASSOCIATES INC  
3109 W DR MARTIN LUTHER KING JR BLV  
SUITE 550  
TAMPA FL 33607

CHARLIE CRIST  
GOVERNOR

CHARLIE LIEM  
SECRETARY

DISPLAY AS REQUIRED BY LAW

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# Asbestos Consulting & Training Systems

39262.4318CERT/BIR

900 N.W. 5TH Avenue, Fort Lauderdale, Florida 33311

(954) 524-7208

***This is to Certify that***

**Daniel Brand**



X X X - X X - 2 4 9 6

4720 Salisbury Rd . Jacksonville ,FL

***has successfully completed an English***

***Asbestos Building Inspection Refresher***

28-Jun-11

TO

28-Jun-11

Individual above has completed the requisite training for accreditation under TSCA Title II

Meets state requirements of 326 IAC (IDEM) and FL49-0001020/CN-0006273.

NDAAC Provider #451

Trainer(s): Alberto A. Ania

Training Address: 2233 Park Avenue Suite 406, Orange Park, FL, 32073

Successful course completion based on exam score on: 06/28/11

***This Certificate Expires:***



27-Jun-12

0 6 / 2 7 / 1 2

Processed By:

**Seagull**

To Authenticate Certificate:

[www.seagulltraining.com](http://www.seagulltraining.com)

1-800-966-9933

UNDER CIVIL AND CRIMINAL PENALTIES OF \$500 FOR MAKING OR  
SUBMISSION OF FALSE OR FRAUDULENT STATEMENTS OR  
REPRESENTATIONS (18 U.S.C. 1001 AND 18 U.S.C. 1011)  
I CERTIFY THAT THIS TRAINING COMPLETES ALL APPLICABLE  
REQUIREMENTS OF TITLE II OF THE TSCA STANDARDS  
CONTAINED IN 40 CFR PART 763.200 AND 763.201  
APPLICABLE FEDERAL STATE AND LOCAL REQUIREMENTS  
APPROVED

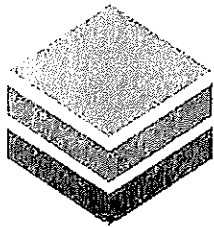
James F. Stump, Course Sponsor

Certificate Number..... 1 4 9 6 2 8

Course Number JE1126

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All Rights Reserved

LITHO. IN U.S.A.



**M·E·T·A**  
Mayhew Environmental Training Associates  
I N C O R P O R A T E D

Certificate # 7ME02081102AIR0011

*This is to certify that*

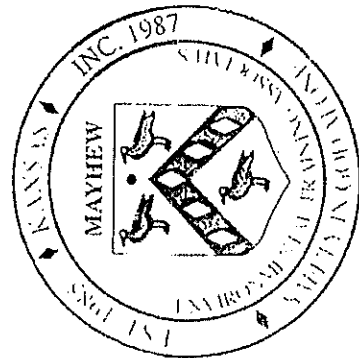
**John Ciucevich**

*has on 2/8/11, in Jacksonville, FL  
completed the requirements for asbestos accreditation under Section 206 of TSCA Title II, 15 U.S.C. 2646*

**AHERA Asbestos Building Inspector Refresher Course**

*as approved by the State of Florida and the U.S.E.P.A. under 40 C.F.R. 763 (AHERA)  
on 2/8/11 - 2/8/11 and passed the associated examination on 2/8/11  
with a score of 70% or better*

*CM = 0.5*



Provider #: FL49-0001221  
Course #: FL49-0004718

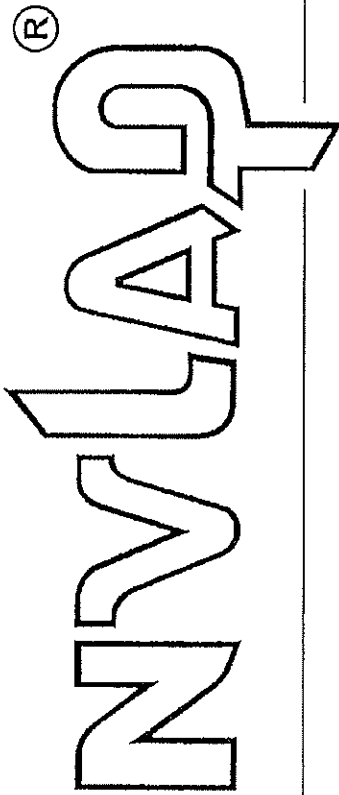
Soc. Sec #: XXX-XX-9848  
Accreditation Expires: 2/8/12

*Bill Young*  
Instructor  
Bill Young

*Thomas Bradford Mayhew*  
President  
Thomas Bradford Mayhew

META - P.O. Box 786 - Lawrence KS 66044 - 800-444-6382

United States Department of Commerce  
National Institute of Standards and Technology



## Certificate of Accreditation to ISO/IEC 17025:2005

NVLAP LAB CODE: 102003-0

**GLE Associates, Inc.**  
Tampa, FL

is accredited by the National Voluntary Laboratory Accreditation Program for specific services,  
listed on the Scope of Accreditation, for:

### BULK ASBESTOS FIBER ANALYSIS

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2005.  
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality  
management system (refer to joint ISO-ILAC-IAF Communiqué dated January 2009).

2011-04-01 through 2012-03-31

Effective dates

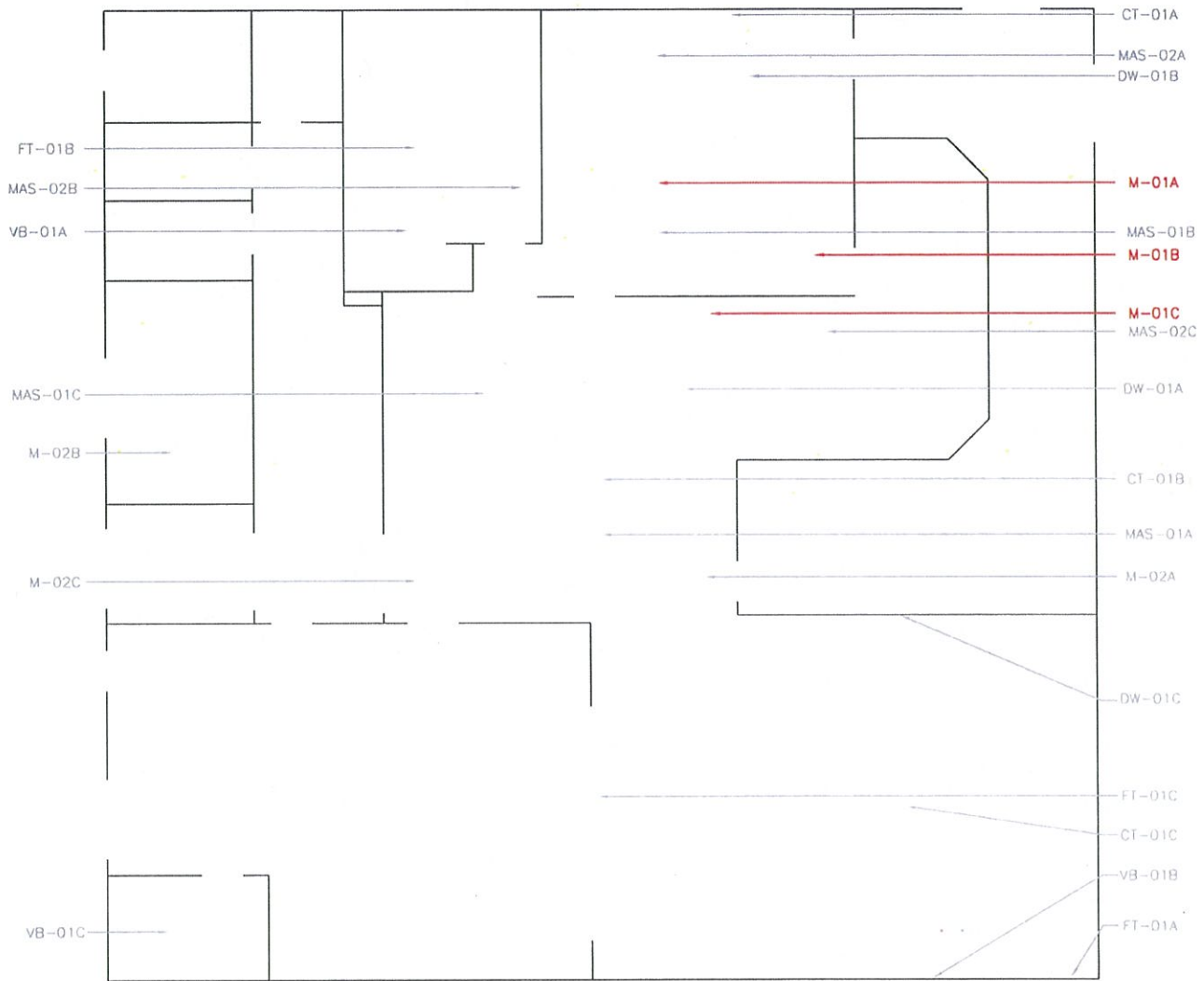


*Sally A. Bruce*  
For the National Institute of Standards and Technology

## **APPENDIX C**

### **Asbestos Location Plan**





**GENERAL LEGEND**

- **FT-11B:** POSITIVE SAMPLE LOCATION
- **CT-01A:** NEGATIVE SAMPLE LOCATION



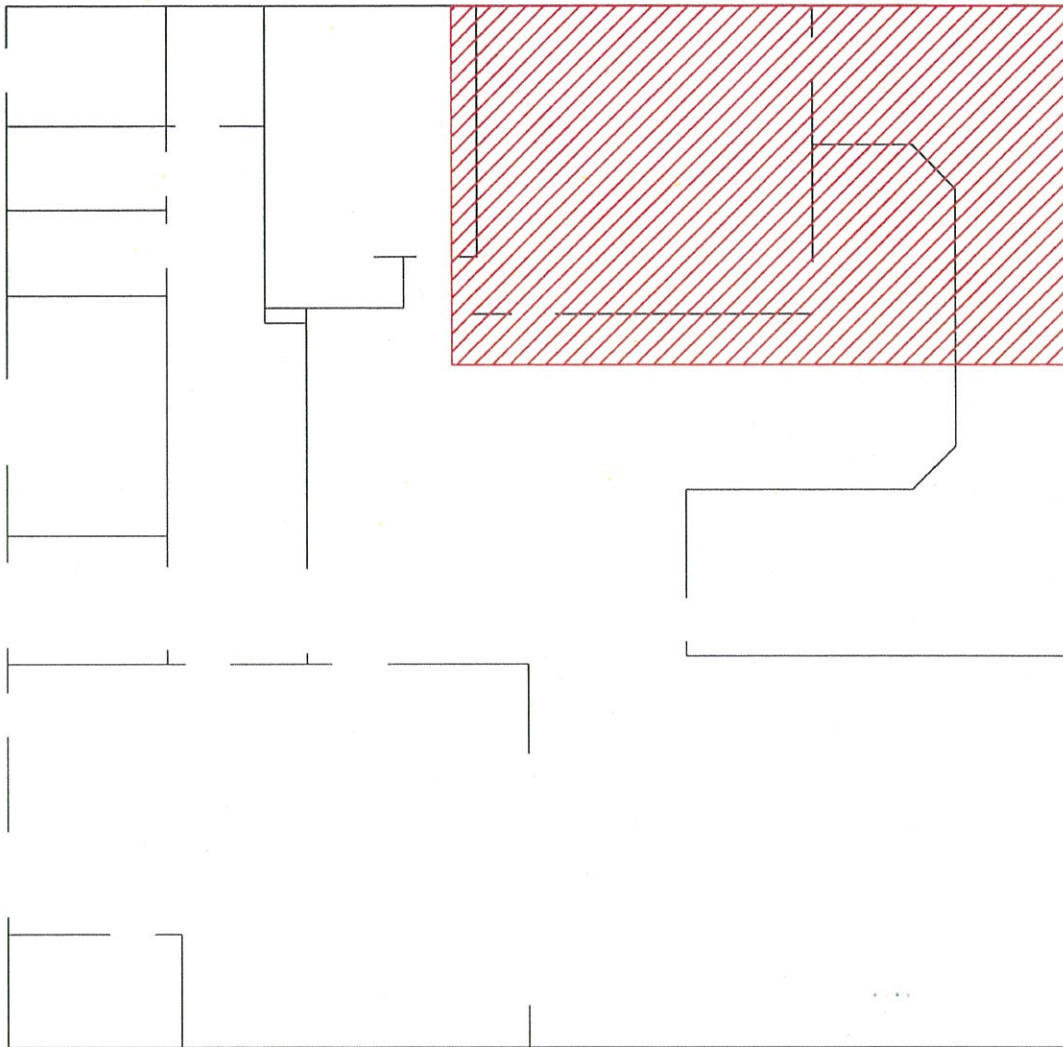
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**ASBESTOS SAMPLE LOCATION PLAN**  
 BUILDING 332  
 13618 LAKE FRETWELL STREET  
 CECIL COMMERCE CENTER  
 JACKSONVILLE, FL

Prepared for:  
 VT GROUP  
 6112 NEW WORLD AVENUE  
 JACKSONVILLE, FL 32221  
 Prepared By: GLE ASSOCIATES, INC.  
 4300 W CYPRESS STREET STE 400  
 TAMPA, FLORIDA 33607  
 (813) 241-8350 (813) 241-8737



012 CAD.MD	
CAD/PROJ/11000-11659	
Author	CS
CS	11000-11659
Checked	JK
JK	10/31/11
DATE	10/31/11
OF 3 SHEET(S)	AS-1



**ASBESTOS CONTAINING MATERIALS LEGEND**

 CEILING MATERIAL



THIS DRAWING IS NOT TO SCALE

**ASBESTOS ABATEMENT PLAN**  
 BUILDING 332  
 13618 LAKE FRETWELL STREET  
 CECIL COMMERCE CENTER  
 JACKSONVILLE, FL

Prepared for:  
 VT GROUP  
 6112 NEW WORLD AVENUE  
 JACKSONVILLE, FL 32221  
 Prepared By: GLE ASSOCIATES, INC.  
 4300 W CYPRESS STREET STE 400  
 TAMPA, FLORIDA 33607  
 (813) 241-8350 (813) 241-8737

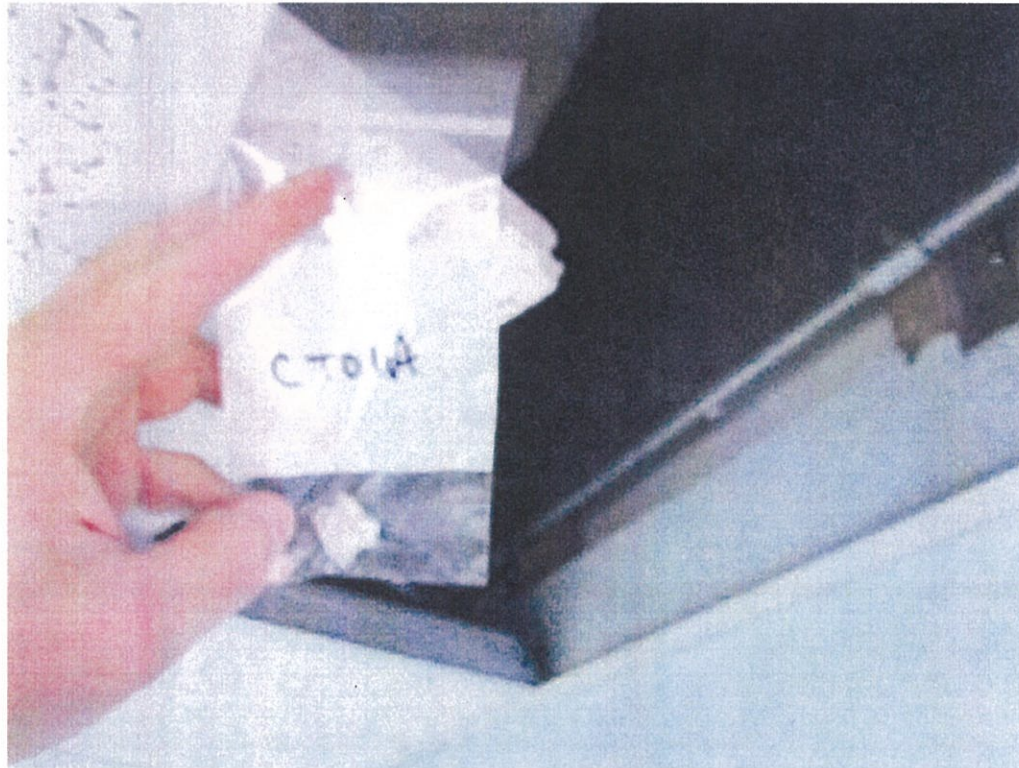
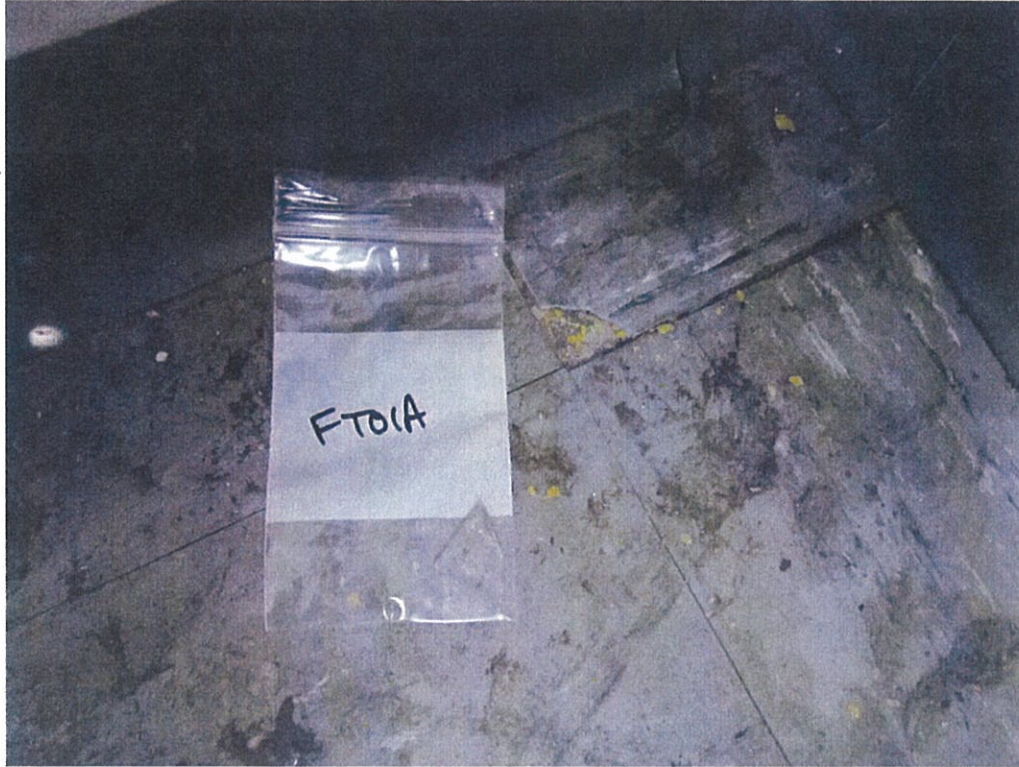


GLE CASE NO. CAD/PROJ/11000-11659	
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CHECKED JC	SHEET AA-1
DATE 10/31/11	OF 3 SHEET(S)

## APPENDIX D

### Photographs





**Figure P-1**

Upper Photo: FT-01: 12"x12" Gray Floor Tile

Lower Photo: CT-01: 2'x4' White Ceiling Tile

Photograph Date 10/26/11

Prepared By: GLE Associates, Inc.  
8659 Baypine Road, Suite 306  
Jacksonville, FL 32256 (904) 296-1880



**GLE**

Post Office, Building 332

Drawn  
DLB 11000-11659

Checked  
Figure

Date  
10/31/11

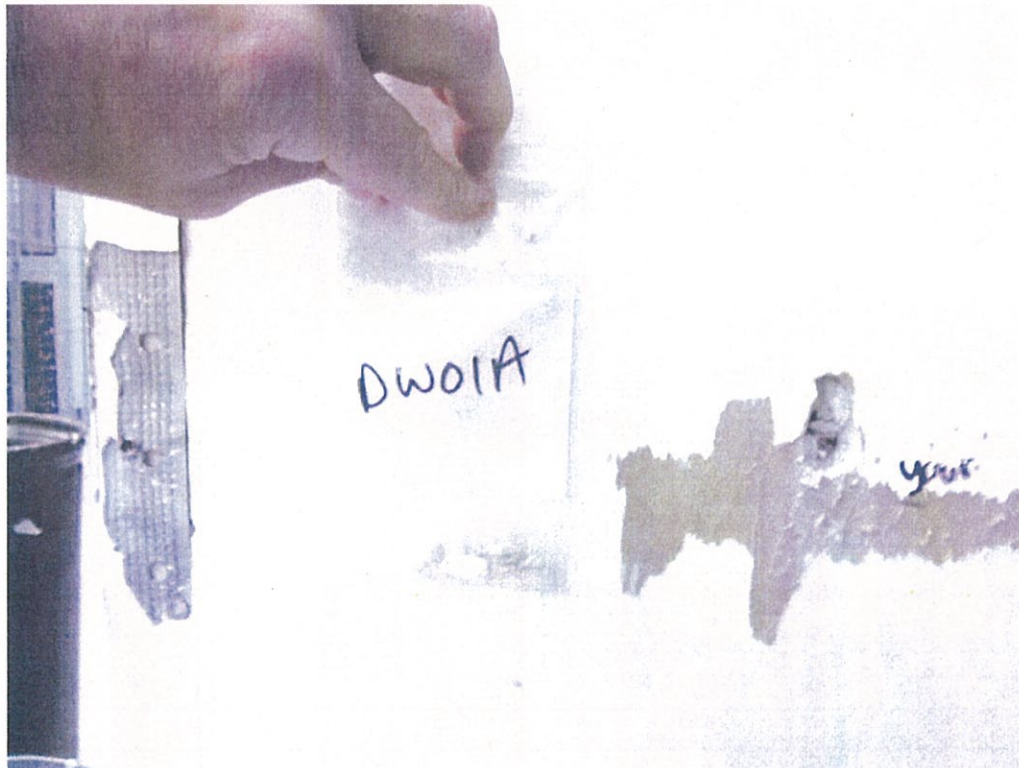
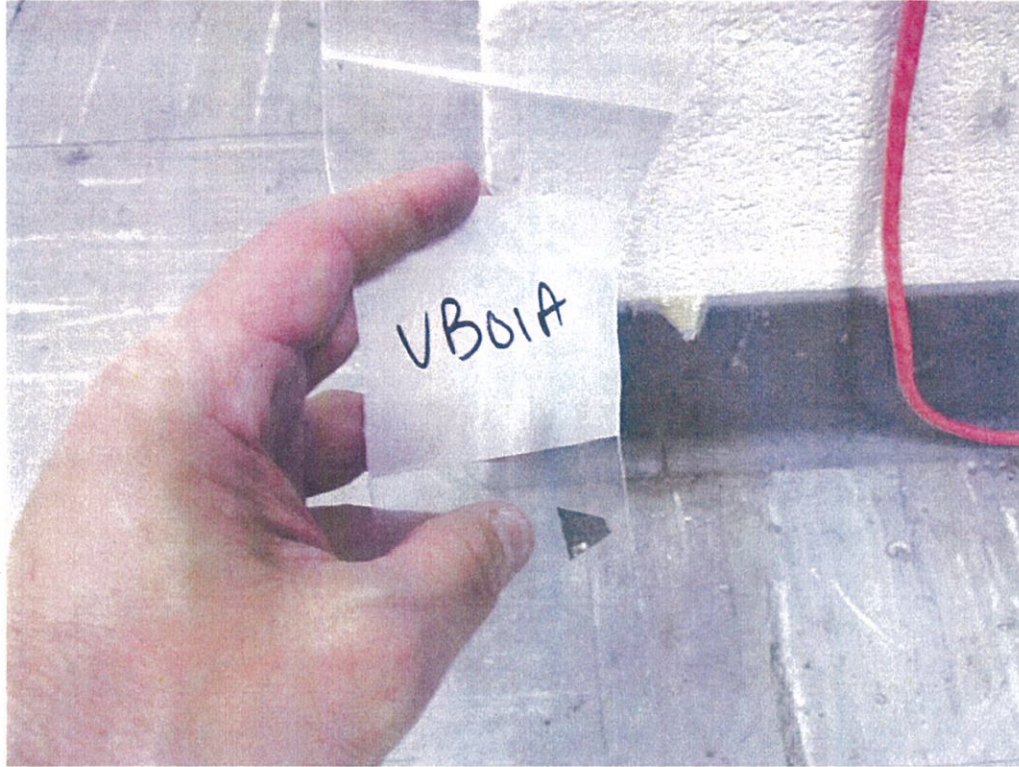
P-1

On File

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**Figure P-2**

Upper Photo: VB-01: 4" Gray Vinyl Cove Base

Lower Photo: DW-01: Drywall and Joint Compound

Photograph Date 10/26/11

Prepared By: GLE Associates, Inc.  
8659 Baypine Road, Suite 306  
Jacksonville, FL 32256 (904) 296-1880



**GLE**

Post Office: Building 332

Drawn DLB	Job No. 11000-11659
Checked	Items
Date 10/31/11	P-2

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**Figure P-3**

Upper Photo: M-02: Concrete

Lower Photo: M-01: Black Mastic

Photograph Date 10/26/11

Prepared By: GLE Associates, Inc.  
8659 Baypine Road, Suite 306  
Jacksonville, FL 32256 (904) 296-1880



**GLE**

Post Office, Building 332

Division	Lab No.
DLB	11000-11659
Checked	Trans.

Date  
10/31/11

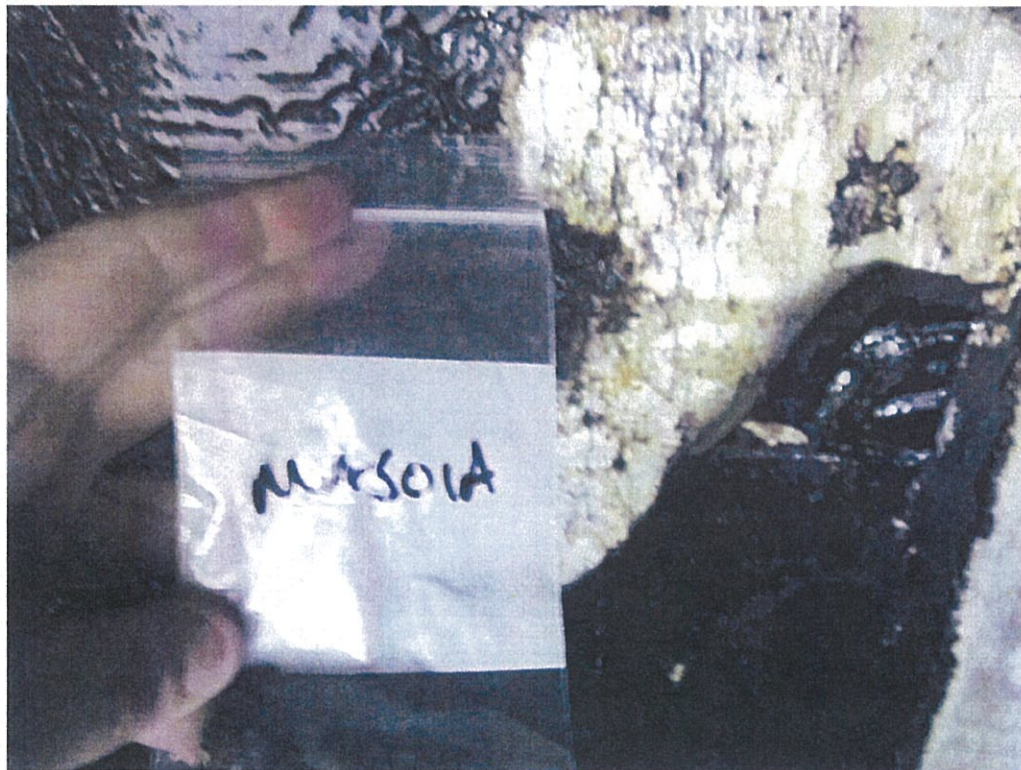
P-3

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**Figure P-4**

Upper Photo: MAS-02: Black Mastic

Lower Photo: MAS-01: Black Mastic

Photograph Date 10/26/11

Prepared By: GLE Associates, Inc.  
8659 Baypine Road, Suite 306  
Jacksonville, FL 32256 (904) 296-1880



**GLE**

Post Office, Building 332

Drawn DLB	Job No. 11000-11659
Checked	Figure P-4
Date 10/31/11	

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**Exhibit D**

**ASBESTOS NOTIFICATION AND ACKNOWLEDGMENT**

\_\_\_\_\_ (the “Company”) hereby acknowledges that the City of Jacksonville has notified the Company, in accordance with the Occupational Safety and Health Administration asbestos rule (1995), 59 Fed. Reg. 40964, 29 CFR §1910.1001 et seq. and 1926.1101 et seq., clarification 60 Fed. Reg. 33974, 40 C.F.R. Part 763, Subpart G (Asbestos Rules), of the presence of Asbestos Containing Material (ACMs) or Presumed Asbestos Containing Material (PACMs) in the following locations within the Premises: **THE CEILING MATERIAL ABOVE THE NORTHEAST SUSPENDED CEILING SYSTEM**, and notification is made as follows:

A. Building Inspection Survey. Such notification by the City of Jacksonville is made pursuant to the “Limited Renovation Asbestos Survey Report” for Post Office, Building 332, 13618 Lake Fretwell Street, Jacksonville, Florida issued by GLE on November 2011 issued and such survey has been received and reviewed by the Company.

B. Acknowledgement. The undersigned fully understands, after consulting with its legal Counsel, that the purpose of this notification is to make the Company, its agents, employees, and contractors aware of the presence of ACMs and/or PACMs at the Premises in order to avoid or minimize any damage to or disturbance of such ACMs and/or PACMs.

C. Contractor Acknowledgement. The Company shall also deliver to the City of Jacksonville upon demand but in any event prior to commencing any work or construction, a fully executed acknowledgment in the form hereof from each of its contractors and subcontractors stating that they have received notification of the presence of any ACMs and/or PACMs at the Premises.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_