

LEASE AGREEMENT

BETWEEN

THE CITY OF JACKSONVILLE

AND

**FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES,
FLORIDA FOREST SERVICE**

LEASE AGREEMENT

Article 1. DEFINITIONS..... 3
Article 2. GRANT OF LEASE 4
Article 3. RENT; SECURITY DEPOSIT 4
Article 4. TAXES AND ASSESSMENTS 6
Article 5. OCCUPANCY AND USE OF THE PREMISES 7
Article 6. COMMON AREAS 9
Article 7. HAZARDOUS SUBSTANCES 13
Article 8. ALTERATIONS TO PREMISES..... 14
Article 9. LIABILITY INDEMNITY AND INSURANCE..... 15
Article 10. RECONSTRUCTION..... 20
Article 11. MAINTENANCE OF PREMISES 22
Article 12. UTILITIES AND GARBAGE DISPOSAL..... 23
Article 13. LIENS 23
Article 14. FIXTURES; PERSONAL PROPERTY; SIGNAGE..... 24
Article 15. ASSIGNMENT AND SUBLETTING 25
Article 16. DEFAULTS BY TENANT..... 26
Article 17. LIABILITY OF LANDLORD..... 28
Article 18. ESTOPPEL CERTIFICATES 28
Article 19. QUIET ENJOYMENT..... 29
Article 20. SURRENDER AND HOLDING OVER 29
Article 21. CONDEMNATION 29
Article 22. LANDLORD’S RIGHT TO RELOCATE PREMISES..... 30
Article 23. MISCELLANEOUS 31

Lease AGREEMENT

THIS LEASE AGREEMENT (this “Lease”), is made and entered into this ____ day of _____, 2021 (the “Effective Date”), is made and entered into by and between the **CITY OF JACKSONVILLE**, a municipal corporation and political subdivision of the State of Florida, (“Landlord”) whose address for purposes of this Lease is: City of Jacksonville c/o Office of Economic Development, 117 W. Duval Street, Suite 480, Jacksonville, Florida 32202, and **FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, FLORIDA FOREST SERVICE, (“FDACS”)(“FFS”)**, a public body of the State of Florida, (“Tenant”) whose address for purposes of this Lease is 3125 Conner Boulevard, Tallahassee, Florida 32399-1650.

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 commonly known as Building 374, having an address of 6146 Authority Ave, in Jacksonville, Duval County, Florida, 32221, as depicted on the Site Plan attached hereto as **Exhibit A** and incorporated herein by reference.

1.2 Management Company. VT Griffin Services, Inc., or any successor as appointed 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 Renewal Option. Tenant shall have two (2) options to renew, each for one (1) year (each, an “Option Period”) by giving written notice of the exercise of each Option Period not less than one month prior to the expiration of the then-current Term. The Landlord has the right to terminate this Lease at the end of the Initial Term or any Option Period by giving written notice to the Tenant of not less than thirty (30) days prior to the expiration of the then-current term.

1.5 Tenant’s Proportionate Share. The percentage that the gross leasable area (the “GLA”) of the Premises bears to the entire gross leasable area of the Building which is 100%.

1.6 Term. Whether or not Tenant actually has taken possession of the Premises, the term of this Lease shall commence on the Effective Date and shall expire twelve (12) months thereafter, unless earlier terminated as provided for herein (the “Initial Term”) or renewed as provided for herein.

1.7 Termination Option: Notwithstanding the foregoing, or any other provision of this Lease to the contrary, the Landlord has the right to terminate this Lease at any time during the Initial Term or any Option Period by giving written notice to the Tenant at least ninety (90) days prior to the termination date. In the event Landlord exercises its termination option, Landlord agrees to endeavor, but shall in no event be obligated, to find alternative space for Tenant within the Cecil Commerce Center. In addition, the Tenant has the right to terminate this Lease at any time during the Initial Term or any Option Period by giving written notice to the Landlord at least ninety (90) days prior to the termination date.

Article 2.
GRANT OF Lease

2.1 GRANT OF LEASE. 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 within the Landlord’s Building and shall consist of the space 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. Use of the roof of the Premises is reserved to Landlord.

(b) Landlord and Tenant agree that the gross leased area (“GLA”) of the Premises is approximately 1,800 square feet.

2.3 DELIVERY OF PREMISES. Landlord shall deliver to Tenant, and Tenant shall accept from Landlord, possession of the Premises on the Effective Date. Landlord will deliver possession of the Premises to Tenant in its current “AS-IS” condition. Notwithstanding the foregoing, Landlord will not be obligated to deliver possession of the Premises to Tenant until Landlord has received from Tenant all of the following: (a) an original of this Lease, fully executed by Tenant; (b) the first installment of the Monthly Base Rent and (c) copies of memoranda of insurance or certificates thereof as required pursuant to this Lease.

2.4 USE OF PREMISES AND LANDLORD RIGHT TO TERMINATE. Tenant shall use the Premises for the purpose of offices to support existing and expanding operations related to Tenant’s business in the City. In the event the Tenant’s operations at the Cecil Commerce Center result in the failure of Tenant to occupy or continue occupying the Premises, Landlord shall have the right to terminate this lease upon 60 days written notice to Tenant.

2.5 CONDITION OF PREMISES. Tenant has inspected the Premises and the Building and accepts them in their present “AS-IS” condition without any additional improvements or alterations to be constructed or made by Landlord. Tenant acknowledges that, except as otherwise expressly set forth in this Lease, neither Landlord nor any agent of Landlord has 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. The taking of possession of the Premises by Tenant shall conclusively establish that the Building and the Premises were at such time 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 BASE RENT. Upon delivery of the Premises, as set forth in Article 2.3, which shall take place on the Effective Date, and on or before the first (1st) 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 **\$1.00** per year (plus Florida/Duval County sales tax, if applicable) without notice, set off,

deduction or demand (individually, a “Monthly Base Rent” and collectively, the “Monthly Base Rents”) and \$2,400.00 per year Common Area Maintenance (“CAM”) fee at the rate of \$200.00 per month (plus Florida/Duval County sales tax, if applicable). Tenant shall pay each Monthly Base Rent and the monthly installment of the CAM fee by check 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 W. Duval Street, Suite 275, Jacksonville, Florida 32202. If this Lease commences on a day other than the first day of a calendar month, then the Monthly Base Rent and CAM fee for such calendar month shall be prorated on a daily basis. To the extent that Tenant is exempt from paying Florida and Duval County sales tax due to its status as an agency of the State of Florida and the property being in use for governmental purposes, Tenant shall not be required to remit such sales tax to Landlord.

3.2 OPTION PERIOD RENT. If an Option Period is exercised, the Monthly Base Rent shall remain the same.

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 (1st) 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 is to 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.

(a) Upon execution of this Lease, Tenant shall pay to Landlord a security deposit (the “Security Deposit”) in an amount equal to ZERO DOLLARS (\$0.00). Landlord shall hold the Security Deposit, without payment of any interest thereon, for the performance of Tenant's covenants and obligations under this Lease. Tenant acknowledges and agrees that the Security Deposit shall not be considered an advance payment of any Monthly Base Rent or other amount due by Tenant pursuant to this Lease or a measure of Landlord's damage in case of default hereunder by Tenant. If Tenant defaults with respect to any of its obligations under this Lease, Landlord may (but shall not be required to) use, apply or retain all or any part of the Security Deposit for the payment of any Rent or any other sum in default, or for the payment of any other amount, loss or damage that Landlord may spend, incur or suffer by reason of Tenant’s default. If any portion of the Security Deposit is so used or applied, Tenant shall, within ten (10) days after demand therefor, deposit cash with Landlord in an amount sufficient to restore the

Security Deposit to its original amount. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest in the Security Deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant within thirty (30) days following the expiration of the Lease term, provided that Landlord may retain the Security Deposit until such time as any amount due from Tenant under this Lease has been determined and paid in full.

(b) In the event of a sale of the Landlord's Building or lease of the Landlord's Building or the land on which it stands, subject to this Lease, the Landlord shall have the right to transfer this Security Deposit to the buyer or lessee, and the Landlord shall thereupon be released from all liability for the return of such Security Deposit, and the Tenant shall look to the new landlord solely for the return of the Security Deposit. This provision shall apply to every transfer or assignment made of the Security Deposit to a new landlord. The Security Deposit deposited under this Lease shall not be mortgaged, assigned or encumbered by the Tenant without the prior written consent of Landlord.

Article 4. TAXES AND ASSESSMENTS

4.1 TENANT'S PROPORTIONATE SHARE OF TAXES. Subject to Section 4.5 below, Tenant shall pay to Landlord Tenant's Proportionate Share of any real estate and other *ad valorem* taxes and assessments (general and special assessments, change in ownership assessments, bond obligations, and license fees) with respect to the Building and the improvements located thereon (collectively, the "Assessments"). Assessments shall also include any similar impositions in lieu of other imposition now within the definition of Assessments. 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 for the Lease Year in question. As of the Effective Date of this Lease, there are no real estate or other *ad valorem* taxes or assessments payable or pending with respect to the Property or Building. However, in the event Landlord's exemption from said taxes or assessments 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 Assessments shall be added to the Monthly Base Rent.

4.2 PAYMENT BY TENANT. Subject to Section 4.5 below, Tenant's Proportionate Share of Taxes 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.

4.3 RENT TAX. Subject to Section 4.5 below, should any governmental taxing authority, acting under an applicable present or future law, ordinance or regulation levy, assess or impose a uniform 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, to the extent that Tenant is not exempt from such tax, excise or assessment due to Tenant's status as an agency of the State of Florida, 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. Subject to Section 4.5 below, 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).

4.5 STATE OF FLORIDA TAX EXEMPTION. Tenant represents and warrants to Landlord that it is an agency of the State of Florida and the Premises is in use for governmental purposes and, as such, Tenant is exempt from paying property tax or sales tax with respect to this Lease. Landlord agrees that Tenant's obligation to pay any real or personal property tax or sales tax under this Article 4 shall not apply to Tenant to the extent that Tenant is exempt from the payment of the same due to the Tenant's status as an agency of the State of Florida and the use of the Premises for governmental purposes.

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. 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 HOURS. Tenant agrees that, from and after the Effective Date, Tenant will continuously and uninterruptedly keep open and operate its business in the Premises (for the purpose specified in this Lease and under the Trade Names). Tenant shall not at any time leave the Premises vacant but shall in good faith operate Tenant's business in all of the Premises continuously and uninterruptedly during the entire Lease Term with diligence and efficiency in a first class and reputable manner. In the event Tenant fails to so continuously and uninterruptedly keep open and operate its business in the Premises in accordance with this Section, then the Monthly Base Rent otherwise due by Tenant under this Lease shall be increased by the reasonable expense incurred by Landlord in making sure that the Premises are air-conditioned and heated and otherwise maintained to levels sufficient to maintain the Premises free from any mold or other problems which might result from inadequate maintenance.

5.3 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 use 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 (except those which identify the vehicle owner, operator or state agency use); 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; and Landlord recognizes Tenant may have occasional emergency and after hours truck and vehicular use for forest management;

(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 keep the inside and outside of all glass in the doors and windows of the Premises clean; 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 own cost and expense with all laws, rules, regulations, orders and guidelines now or hereafter in force relating to or affecting the use, occupancy, alteration or improvement of the Premises and will not use or allow the use of any portion of the Premises for any unlawful purpose or in violation of any recorded covenants, conditions or restrictions affecting the Building;

(h) 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 otherwise in accordance with applicable law; 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 within thirty (30) days from date of possession of the Premises; and

(i) 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.

5.4 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. Landlord shall provide Tenant with Landlord's applicable policies or insurance procedures for review if concerned that Tenant's activities may contravene same. If Tenant violates any prohibition provided for in the first sentence of this Section, Landlord may provide written notice to Tenant (and without limiting any of Landlord's other rights and remedies hereunder, at law or in equity) of such violation and request Tenant cure said violation within five (5) days. If such violation continues, Landlord may 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).

5.5 INSPECTION. Landlord, or its authorized agents, upon notice to Tenant, shall have the right to enter the Premises 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 or 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.

5.6 COMPLIANCE WITH LAWS, RULES AND REGULATIONS. Tenant, at Tenant's sole cost and expense, shall comply 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. In addition, Tenant shall comply with the rules and regulations of the Property adopted by Landlord, as set forth on Exhibit B. Landlord shall share existing Building and site plans, templates and collateral building and design material with Tenant upon Tenant's request, to the extent in the Landlord's actual possession.

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 use 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 good condition and keep the same properly lighted during periods that a majority of the Building is open and for a reasonable period thereafter; provided, however, that the manner in which the Common Areas shall be maintained shall be solely determined by Landlord. 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. Tenant shall have no claims against Landlord arising out of any failure of such owner or tenant to maintain its portion of the Common Areas.

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.

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 ADDITIONAL PARKING. During the Term, Tenant shall have non-exclusive access to the approximately 32,400 square foot parking area depicted on the Site Plan attached hereto as **Exhibit A** (the "Additional Parking Area"). Landlord may establish rules and regulations related to the Additional Parking Area in its discretion provided they do not materially interfere with Tenant's use of and access to the Premises. In no event, however, shall Landlord be required to enforce any such rules and regulations. Tenant shall be responsible for ensuring that its employees comply with all parking rules and regulations as may be adopted and implemented by Landlord from time to time. Landlord shall provide perimeter fencing and entry gate to Additional Parking Area, in a location and with specifications acceptable to Landlord in its sole discretion.

6.6 LANDLORD'S USE OF COMMON AREAS. Landlord shall at all times have the right to use 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), providing security for, cleaning, painting and striping of, and removing debris from, the Common Areas, backflow prevention, and roofs of Landlord's Building; compacting and removing garbage and trash from the Building, maintaining and repairing main line sewer, 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 required for Building;

(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;

(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) music program services and loudspeaker systems (whether rented or purchased), including the electricity therefor;

(i) 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); provided such reasonable personnel costs are prorated equitably for Tenant's allocable portion of Common Area; and

(j) market rate management fees.

(k) Notwithstanding the foregoing, the Common Area Costs shall not include depreciation or amortization of costs or expenses in connection with the original construction and installation of the Common Areas or Common Area Costs which are classified as capital expenditures under generally accepted accounting principles, provided, however, that the costs of improvements to the Common Areas intended to reduce Common Area Costs or as may from time to time be required by any laws, ordinances, rules or regulations of any governmental authority or agency having jurisdiction thereof shall be includable in Common Area Costs. Furthermore, Common Area Costs shall not include:

(1) Financing and refinancing costs, interest on debt or amortization payments on any mortgage or mortgages, and rental under any ground or underlying leases or lease together with all cost incidental to the items mentioned in this subparagraph.

(2) Any costs required by or incurred in connection with any law enacted before the date of the Lease, including, without limitation, ADA, laws relating to accessibility or life safety, and laws relating to the removal of chlorofluorocarbons (freon) from the Building's HVAC systems.

(3) Any costs relating to the presence of asbestos-containing materials located on the Premises as of prior to the date of the Lease, including, without limitation, costs of any encapsulation or removal thereof required by any laws or regulations, whether currently existing or hereafter enacted.

(4) Any costs relating to the fire prevention and landscape sprinklers of the Premises.

(5) Costs of correcting defects in the original design or the material used in the original construction of the Premises (including latent defects in the original construction of the Property or defects in the original design of the Premises), except that for the purposes of this subparagraph conditions (not occasioned by original design or construction defects) resulting from ordinary wear and tear and use shall not be deemed defects.

(6) The cost of any repair to remedy damage caused by or resulting from the negligence of any other tenants in the Premises, including their agents, servants, employees or invitees, together with the costs and expenses incurred by Landlord in attempting to recover such costs, to the extent specifically reimbursed by such tenant, insurance, or otherwise (other than as part of operating expenses).

(7) Legal and other fees, leasing commissions, advertising expenses and other similar costs incurred in connection with the leasing of the Premises, except as may be permitted pursuant to other provisions hereof.

(8) Costs incurred in renovating or otherwise improving or decorating or redecorating interior space for new tenants or other existing tenants or occupants in the Premises (other than Tenant) or vacant interior space in the Premises or costs related thereto (including architectural and engineering fees); and costs incurred by Landlord that are customarily specifically reimbursed to Landlord by other tenants (other than as part of operating expenses) in connection with maintenance or repair of above Premises standard condition improvements.

(9) Any items not otherwise excluded to the extent Landlord is specifically reimbursed by insurance or otherwise compensated (other than as part of operating expenses), including direct reimbursement by any tenant but excluding operating expense reimbursements or similar reimbursements less the out-of-pocket cost of collection.

(10) A bad debt loss, rent loss or reserves for bad debts or rent loss.

(11) Any item of cost which is otherwise included in operating expenses, but which represents an amount paid to an affiliate of Landlord or an affiliate of any partner or shareholder of Landlord, or to the property management company or an affiliate of the property management company, to the extent the same is in excess of the reasonable cost of said item or service in an arm's length transaction.

(12) All interest or penalties incurred as a result of Landlord's failure to pay any costs of Taxes, if applicable, as the same shall become due because of Landlord's negligence.

(13) Costs or expenses incurred by Landlord which represent amounts spent by Landlord or its agents in bad faith and an amount equal to any costs which represent any payments received by Landlord or the property manager, or the employees or officers or either, from suppliers or goods or services as kick-backs, finders fees, expediting fees or other similar dishonest fees.

(14) Any and all of the following costs associated with the operation of the business of the entity which constitutes Landlord: formation of the entity, internal accounting and legal matters, including but not limited to preparation of tax returns and financial statements and gathering of data thereof (except to the extent related to Landlord's performance under this Lease and other leases, for example, without limitation, matters relating to operating expenses), costs of defending any lawsuits with any mortgagee (except as the actions of Tenant may be in issue), costs of selling, syndication, financing, mortgaging or hypothecating any of Landlord's interest in the Premises, costs of any disputes between Landlord and its employees (if any) not engaged in the operation of the Premises, and disputes between Landlord and managers of the Premises.

(15) Landlord's cost of electricity, incremental air conditioning and other services sold to tenants for which Landlord is entitled to be reimbursed by tenants (whether or not actually collected by Landlord) as a separate additional charge or rental.

(16) Charitable donations attributable to the Premises; such donations are subject to the limitations and provisions of Florida Ethics Regulations and Rules, and must be publicly disclosed.

(17) Costs which would duplicate costs included in operating expenses.

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 and subject to the limitations and provisions of Sections 284.14 and 768.28, Florida Statutes, carry out, at its 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 INDEMNIFICATION. Subject to the limitations and provisions of Sections 284.14 and 768.28, Florida Statutes, Tenant agrees to promptly defend and hold harmless Landlord and Landlord's officers, employees, agents, representatives, council members, successors and assigns (collectively, "Landlord Parties") from and against claims, damages, judgments, suits, causes of action, losses, expenses and costs (including clean-up, removal, remediation and restoration costs, sums paid in settlement of claims, consultant fees and reasonable expert fees and court costs) which arise or result from environmental contamination on, in, under or about the Premises and Landlord's Building and that are caused solely by Tenant and/or its employees during the term of this lease (collectively, "Tenant Parties"). Notwithstanding the foregoing, Tenant shall have no responsibility to protect or defend from or to reimburse claims or other costs to Landlord from any Environmental Hazard or condition which existed on the Property prior to Tenant's date of possession of the Property.

7.3 LANDLORD COMPLIANCE. Landlord represents that, to its actual knowledge, it has not received any notice from any governmental authority of any violation or alleged violation of, noncompliance or alleged noncompliance with, or any liability under, any Environmental Law relating to the operations or conditions of the Premises, except that Tenant acknowledges receipt of the Cecil Field environmental site conditions and monitoring well information provided to Tenant by Landlord, from the United States Department of the Navy as referenced in Paragraph 24.19 of this Lease. Landlord further represents that it has no actual knowledge of an undisclosed release of Hazardous Materials, as such substances and wastes are defined by applicable Federal and State Law, on the Premises as of Tenant's date of occupancy. Landlord shall promptly notify Tenant of (i) the receipt of any warning notice, notice of violation, or complaint received from any governmental agency or third party relating to an Environmental Hazard on the Premises and (ii) any known release of Environmental Hazards on the Premises.

7.4 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 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. 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. Any and all alterations, additions and changes made to the Premises that are consented to by Landlord 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 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. 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

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 ten (10) business days after Tenant's receipt of invoices either from Landlord or such consultants. Landlord shall have the right, but not the duty to participate in the coordination or supervision of 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 ten (10) business 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 paragraph.

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 codes relating thereto including, without limitation, the provisions of Title III of the Americans with Disabilities Act of 1990. 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.

8.3 INSURANCE AND RECONSTRUCTION. If 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 insurance of such types and with limits not less than stated in Exhibit C attached hereto. All such 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 be liable for all damages for which it is found legally responsible, subject to the limitations and provisions of Section 768.28, Florida Statutes (which provisions are not expanded, altered or waived).

9.2 INDEMNIFICATION BY TENANT SUBCONTRACTORS. Tenant shall require all subcontractors of any tier (the "Indemnifying Parties"), to hold harmless, indemnify, and defend Landlord and Landlord's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries,

liabilities, fines, penalties, costs and expenses of whatsoever kind or nature (including, but not limited to, court, investigation and defense costs, and reasonable expert and attorney's fees), which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

(a) General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Lease, operations, services or work performed hereunder; and

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

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

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

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

Article 10. INSURANCE

10.1 TENANT'S INSURANCE.

(a) Insurance. Subject to the limitations and provisions of Sections 284.14 and 768.28, Florida Statutes, Tenant shall at all times during the term of this Lease procure prior to commencement of work and maintain at its sole expense during the life of this Lease (and Contractor shall require its contractors, subcontractors, laborers, materialmen and suppliers to provide, as applicable, insurance pursuant to Exhibit C attached hereto), insurance of the types and limits not less than amounts stated below, and prior to work commencement provide a certificate or memorandum of insurance or self-

insurance with applicable endorsements that are acceptable to the City's Division of Insurance and Risk Management evidencing the following required coverages to the City:

Schedule	Limits
Worker's Compensation/Employers Liability	
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	\$ 100,000 Each Accident
	\$ 300,000 Disease Policy Limit
	\$ 100,000 Each Employee/Disease

This insurance shall cover the Tenant 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. The parties acknowledge that self-insurance is provided for Lessee pursuant to chapter 284, Florida Statutes, which is approved for all coverage required by Lessee under the terms of this Lease. Lessee's contractors, if any, shall provide their own insurance coverage and provide evidence of same to the City upon request.

Commercial General Liability

\$ 300,000	General Aggregate
\$ 300,000	Products & Completed Ops
Aggregate	
\$ 200,000	Personal/Advertising Injury PP
\$ 300,000	Each Occurrence
\$1,000,000	Fire Legal/Property Damage

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 non-standard restrictive endorsements

Automobile Liability	\$ 300,000	Each Occurrence GL – Bodily
		Injury and Property Damage Combined
	\$ 10,000	Personal Injury PP
	\$ 10,000	Personal Injury Each Occr.

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

Subject to the limitations and provisions of Sections 284, Part II and 768.28, Florida Statutes, such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability

\$1,000,000 Per Claim and Aggregate

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy or shall maintain such insurance for three years after termination of the Lease. Coverage shall be consistent with Sections 725.06 and 725.08, Florida Statutes.

Pollution and Pollution Legal Liability

\$1,000,000 per Loss
\$2,000,000 Annual Aggregate

Any entity hired to perform services as part of this contract for environmental or pollution related concerns shall maintain Contractor’s Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation. Any entity hired to perform services as a part of this contract that requires disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this contract.

(b) Subject to the limitations and provisions of Chapter 284, Part II and Section 768.28, Florida Statutes, the Tenant shall pay the Landlord for loss, destruction, or damage to the property of the Landlord caused by the Tenant’s personnel or its officers or employees in the performance of this Lease.

(c) Waiver of Subrogation. All required insurance policies of Tenant’s subcontractors 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.

(d) Additional Insured: All insurance except Worker’s Compensation, Employers Liability, Property Insurance and Professional Liability shall be endorsed to name Landlord and its members, officials, officers, employees and agents as additional insured. Additional Insured for General Liability shall be in a form consistent with State Risk Insurance Trust Fund practices, pursuant to Chapter 284 and Section 768.28, Florida Statutes, or no more restrictive than CG2026 (and CG2010 and CG2037 from subcontractors of any tier (when applicable) and Automobile Liability CA2048; endorsements will be provided to, reviewed, and approved by Landlord’s Division of Insurance and Risk Management prior to commencement of work.

(e) Tenant’s Insurance Primary. The insurance provided by the Tenant shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by Landlord or any of its members, officials, officers, employees and agents unless Landlord or its members, officials, officers, employees and agents shall be held jointly and severally liable for damages.

(f) Deductible or Self-Insured Retention Provisions. Any deductible, or self-insured retention for any required insurance provided by Tenant pursuant to this Lease will be at Tenant’s sole option and expense. If there is any self-insurance, deductible or self-insured retention for any required insurance, the Tenant shall be responsible for paying on behalf of Landlord (and any other person or

organization Tenant has, in this Lease, agreed to include as an additional insured for the required insurance) any self-insurance, deductible, or self-insured retention allowed under this paragraph. The Landlord will not be responsible for any self-insurance, deductibles or self-insured retentions in any insurance required under this Lease.

(g) Tenant's Insurance Additional Remedy. Compliance with the insurance requirements of this Lease is subject to the limitations and provisions of Chapter 284, Part II, and Section 768.28, Florida Statutes. Any remedy provided to Landlord or Landlord's members, officials or employees may be in addition to and not in lieu of any other remedy available under this Lease or otherwise.

(h) No Waiver by Landlord Approval/Disapproval. Neither approval by Landlord nor failure to disapprove the insurance furnished by Tenant shall relieve Tenant of Tenant's full responsibility to provide insurance as required under this Lease.

(i) Insurance Policy and Certificate of Insurance. Each policy shall be written by the State Risk Management Trust Fund ("Fund"), an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance provided by the Tenant which is not provided by the Fund shall be written by an insurer with an A.M. Best Rating of A-VII or better. Prior to commencing any Services, Certificates or Memoranda of Insurance by the Fund to Landlord's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to Landlord. The Tenant shall provide an endorsement issued by the insurer to provide Landlord thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. In the event the Tenant is unable to obtain such endorsement, the Tenant agrees to provide Landlord the notice directly. Until such time as the insurance is no longer required to be maintained by Tenant, Tenant shall provide Landlord with renewal or replacement evidence of insurance with the above minimum requirements before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

The prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to Landlord's Division of Insurance and Risk Management, if requested to do so by Landlord, the Tenant shall, within thirty (30) days after receipt of a written request from Landlord, make available for review by Landlord a copy of the policies of insurance providing the coverage required herein at a mutually agreed upon location.

(j) Subject to the limitations and provisions of Chapter 284, Part II, and Section 768.28, Florida Statutes, the liabilities of the Tenant under this Lease shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval of, nor failure to disapprove, insurance furnished by the Tenant shall relieve the Tenant or its sub-contractors or sub-subcontractors from responsibility to provide insurance as required by the Lease.

(k) Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, and subject to the limitations and provisions of Chapter 284, Part II, and Section 768.28, Florida Statutes, Landlord may, at its sole option 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 provided Landlord gives Tenant advance written notice of such requirements.

(l) Tenant's Compliance. Tenant's continued failure to comply with the foregoing requirements following fifteen (15) days written notice from Landlord to Tenant shall constitute an Event of Default hereunder. Upon fifteen (15) days prior written notice, Landlord may, but is not obligated to,

obtain such insurance and Tenant shall pay to Landlord upon demand as additional rental, the premium cost thereof plus interest at the maximum lawful non-usurious rate from the date of payment by Landlord until paid by the Tenant.

(m) Inspections. Tenant agrees to permit Landlord, upon notice, to inspect the insurance policies of Tenant covering risks upon the Premises for which policies or copies thereof are not delivered to Landlord.

(n) Insurance Proceeds. Any policy proceeds from such insurance shall be held in trust by Tenant for the repair, reconstruction, restoration or replacement of the property damaged or destroyed, unless this Lease shall cease and terminate.

10.2 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, which may be installed by the Tenant.

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 such that Tenant shall reopen for business in the Premises within a reasonable amount of time. Prior to any reconstruction, Tenant shall procure, or shall cause its contractor to procure the insurance coverage required by Article 8 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 four (4) months of the Term: or

(d) fifty percent (50%) 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 untenable by such damage or destruction, then the Monthly Base Rent payable by Tenant under this Lease during the period the Premises are untenable shall be abated in direct proportion to the percentage of the GLA in the Premises that is untenable.

11.5 TENANT'S RIGHT TO TERMINATE. 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 written 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; or

(c) fifty percent (50%) or more of the space in the Premises is rendered untenable thereby; or

(d) Landlord's default as described under Article 18.1.

Tenant shall have the right to terminate this Lease by notice to Landlord if the delivery of the Premises by Landlord as set forth in Article 2.3 is delayed for more than six (6) months.

Article 12.
MAINTENANCE OF PREMISES

12.1 LANDLORD'S DUTY TO MAINTAIN. Landlord will keep the exterior walls, roof, structural columns and structural floor or floors (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.

12.2 TENANT'S DUTY TO MAINTAIN.

(a) 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, HVAC equipment (inside the Premises or outside if solely for the Premises), sprinkler equipment and other equipment within the Premises, 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; provided that 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. Tenant shall contract with a service company approved by Landlord for the preventive maintenance of the HVAC and a copy of the service contract (which contract shall be subject to Landlord's approval) shall be furnished by Tenant to Landlord within ten (10) days after Tenant's opening for business, and a copy of any subsequent contract shall be furnished by Tenant to Landlord within ten (10) days after the same becomes effective. Such service contract must provide for at least four (4) visits, inspections and services each year and the regular changing of filters. 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 which may be required in connection with Tenant's apparatus.

(b) Tenant shall cooperate with Landlord, at no cost and expense to Tenant, in any remodeling of the Building performed by Landlord when the same is determined by Landlord to be appropriate, provided that said remodeling shall not unreasonably interfere with the operation of Tenant's business in the Premises.

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.

(a) Landlord and its authorized representatives may enter the Premises at any and all times during usual business hours (except in an emergency, then at any time without notice) of the Building occupants for the purpose of inspecting the same. Tenant further agrees that Landlord may from time to time go upon the Premises and make any repairs to the Premises or to any utilities, systems or equipment located in, above or under the Premises. Nothing herein shall imply any duty on the part of Landlord to perform any such work that under any provision of this Lease Tenant may be required to do, nor shall it constitute a waiver of Tenant's default in failing to do the same. In the event Landlord performs or causes any such work required by Tenant to be performed, Tenant shall pay the reasonable cost thereof to Landlord forthwith as Additional Rent upon receipt of a bill therefor. Landlord may install pipes, ducts, conduits, wires and other mechanical equipment serving other portions, tenants and occupants of the Building, under or above the Premises, without the same constituting an actual or constructive eviction of Tenant.

(b) Landlord may also go in the Premises at all times for the purpose of showing the Premises to prospective purchasers, mortgagees and tenants. During the last three (3) months of the Term, Landlord may place on the exterior of the Premises a "For Rent" sign, which shall not be obliterated or hidden by Tenant. No exercise by Landlord of any rights shall entitle Tenant to any damage for any inconvenience, disturbance, loss of business or other damage to Tenant occasioned thereby, nor to any abatement of Rent. Landlord will exercise its rights under this Section in a manner that will not cause unreasonable interference with Tenant's business.

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 paragraph 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 written 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 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 twenty (20) 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 erect a sign on the exterior sign band 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 **Exhibit B**, (c) be in accordance with all applicable laws, (d) be installed by Tenant or a contractor or other party that meets with Landlord's prior approval, and (e) be otherwise subject to Landlord's prior written approval. Also, if "under canopy" signage is utilized at the Building, Tenant may at its own expense install under the canopy at the Building a sign with the Tenant's trade name in lettering standard to all similar signs for other comparable tenants at the Building. Tenant shall not install or erect any other signs, advertisements or other visual displays 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. In addition, if at any time during the Term, Landlord determines to replace

the sign above the exterior of the Premises in connection with a general renovation of the Building or otherwise, then Tenant shall pay (or reimburse to Landlord, as the case may be) the cost of replacing such sign.

Article 16.
ASSIGNMENT AND SUBLETTING

16.1 ASSIGNMENT. The terms of this Lease, including the provisions relating to rent and use, have been negotiated by Landlord and Tenant on the assumption that Tenant will be the occupant of the Premises for the full Term. Tenant shall not assign or sublet this Lease to an entity outside the Florida Department of Agriculture and Consumer Services (“FDACS”) without Landlord’s prior written consent, which may not be unreasonably withheld or delayed so long as the use does not materially change.

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 an assignment 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. If Tenant proposes any transfer of this Lease or transfer of its leasehold interest, to secure Landlord’s consent or otherwise, Tenant shall notify Landlord in writing by certified mail at least sixty (60) days before the date on which the transfer is to be effective, and, included with such notice, furnish Landlord with: (a) the name of the entity receiving such transfer (the “Transferee”); (b) a detailed description of the business of the Transferee, (c) audited financial statements of the Transferee; (d) all written agreements governing the transfer; and (e) any information reasonably requested by the Landlord with respect to the transfer or the Transferee; and (f) a fee of fifteen hundred dollars (\$1,500.00) to compensate Landlord for legal fees, costs of administration, and other expenses to be incurred in connection with the review and processing of such documentation (whether or not such transfer is consummated); provided, that if the Tenant’s proposed transfer is to an entity within FDACS, subparagraphs (c) and (f) above shall not apply. Landlord shall respond to Tenant’s request for approval or disapproval of the transfer within thirty (30) days after Landlord receives the request and documents and information required above. 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.

Consent by Landlord to one transfer will not be deemed consent to any subsequent Transfer. 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 for five (5) business days 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;

(c) Tenant fails, after the date on which it is required by this Lease to open the Premises for business with the public, to be open for business as required by this Lease, or 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 brokerage commissions incurred by Landlord in such reletting or in making such alterations and repairs not covered by the rental received from such reletting. In the event of an entry or taking possession of the Premises as aforesaid, Landlord shall notify Tenant in writing of any personal property located therein, and Tenant shall have twenty (20) days to remove said property, after which it shall become the sole and exclusive property of Landlord and Landlord may deal with such personal property as Landlord determines in its sole discretion.

17.3 RESERVED.

17.4 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 and CAM fee payable by Tenant during the twelve (12) calendar months immediately preceding the Event of Default, as prorated for a partial year if necessary.

17.5 TENANT'S PROPERTY TO REMAIN. If there is an Event of Default, all of the Tenant's fixtures, improvements, additions, and alterations 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. 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 may have against the Landlord Parties for, upon, or by reason of Landlord's exercise of its rights under this section and in section 17.2.

17.6 COSTS UPON DEFAULT AND LITIGATION. If Landlord shall be made a party to any third-party litigation against Tenant or any third-party litigation pertaining to default on this Lease or the Premises which litigation is due solely to Tenant's negligence, Tenant, subject to the limitations and provisions of Chapter 284, Part II, and Section 768.28, Florida Statutes, shall pay costs incurred or paid by Landlord in connection with such litigation.

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 others, 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 ten (10) days after receipt of written 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 (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 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. Subject to the limitations and provisions of Chapter 284 and Section 768.28, Florida Statutes, Tenant shall hold Landlord harmless from and against claims, judgments, causes of action, damages, losses, liabilities and expenses directly attributable to a 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. 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, Tenant hereby waiving notice to vacate the Premises and agreeing that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of premises from a tenant holding over. 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 or any party claiming under Tenant remains in possession of the Premises, or any part thereof, after any termination or expiration of this Lease, no tenancy or interest in the Premises shall result therefrom, but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal, and Tenant shall upon demand pay to Landlord, as liquidated damages, an amount computed at the rate of double the Monthly Base Rent for such period. In addition, subject to the limitations and provisions of Chapter 284 and Section 768.28, Florida Statutes, Tenant shall hold Landlord harmless from and against any and all claims, judgments, causes of action, damages, losses, liabilities and expenses resulting from such failure to surrender, including any claim made by any succeeding tenant based thereon. The foregoing provision 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%) 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, which shall not be unreasonable, the remainder unsuitable 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 one hundred twenty (120) days 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 one hundred twenty (120) day 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.

LANDLORD'S RIGHT TO RELOCATE PREMISES

23.1 CONDITIONS ON LANDLORD'S RIGHT TO RELOCATE PREMISES. Landlord shall have the right at any time to require Tenant to surrender the Premises and accept substitute premises (the "New Premises"), provided the following conditions are met:

(a) The New Premises shall be comparable in size, configuration, utility and location to the Premises.

(b) Landlord will, at Landlord's sole cost and expense, prepare the New Premises to as nearly the same condition as the Premises as is practical under the circumstances.

(c) Landlord will pay all reasonable moving, telephone installation and stationery reprinting costs actually paid for by Tenant in connection with such relocation.

(d) Landlord will give Tenant not less than sixty (60) days' notice of Landlord's intention to exercise its rights under this Article. Tenant agrees to cooperate with Landlord in finding the New Premises that are reasonably acceptable to Tenant and in planning improvements, if any, required to the New Premises.

23.2 LANDLORD AND TENANT'S RIGHT TO TERMINATE. If Landlord meets the criteria set forth above and is unable to provide New Premises that are reasonably acceptable to Tenant, then Landlord and Tenant shall have the right to terminate this Lease by ninety (90) days' written notice to the other party.

Article 24.
MISCELLANEOUS

24.1 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.

24.2 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.

24.3 NOTICES.

(a) Any notice, demand, request, approval, consent or other instrument which may be or is required to be given under this Lease shall be in writing 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.

(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.

24.4 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.

24.5 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. 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. Any broker, agent or finder of Tenant whom Tenant has failed to disclose herein shall be paid by Tenant. Subject to the limitations and provisions of Chapter 284 and Section 768.28, Florida Statutes, Tenant shall hold Landlord harmless from and against any and all claims, judgments, causes of action, damages, losses liabilities and expenses resulting from any breach by agent or finder undisclosed by Tenant herein. The foregoing provision shall survive the expiration or earlier termination of this Lease.

24.6 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, 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.

24.7 ENTIRE AGREEMENT.

(a) 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. 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.

24.8 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.

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

24.10 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.

24.11 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.

24.12 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) days' prior written notice of Tenant's failure to perform and ten (10) day opportunity to cure such deficiency, 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 reasonable 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.

24.13 RECORDING. Tenant agrees that it will not record this Lease or any short memorandum thereof.

24.14 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.

24.15 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.

24.16 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."

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

24.18 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 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.

24.19 NAVY DEED RESTRICTIONS. Tenant acknowledges that the Premises are a portion of Cecil Field property conveyed by the United States Department of the Navy (the "Navy") to the Landlord (the "Conveyed Property"), and that (i) 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 (ii) 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. At least ten (10) days prior to execution of this Lease, Landlord shall deliver to Tenant, to the extent in Landlord's possession or of Landlord's knowledge of any assessments, investigation, or remediation, the results of any environmental assessment, investigation or remediation undertaken or in process with respect to the Premises or Building.

[Signature Pages Immediately Follow]

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

ATTEST:

CITY OF JACKSONVILLE

James R. McCain, Jr.
Corporation Secretary

By: _____
Lenny Curry, Mayor

WITNESS:

Form Approved (as to Landlord only):

By: _____
Name: _____
Date: _____

By: _____
Office of General Counsel

WITNESS:

By: _____
Name: _____
Date: _____

WITNESS:

**FLORIDA DEPARTMENT OF
AGRICULTURE AND CONSUMER
SERVICES, FLORIDA FOREST SERVICE, a
public body of the State of Florida**

By: _____
Name: _____
Date: _____

By: _____
Name: Joey B. Hicks
Title: Director, Division of Administration

WITNESS:

By: _____
Name: _____
Date: _____

Exhibit A

Site Plan

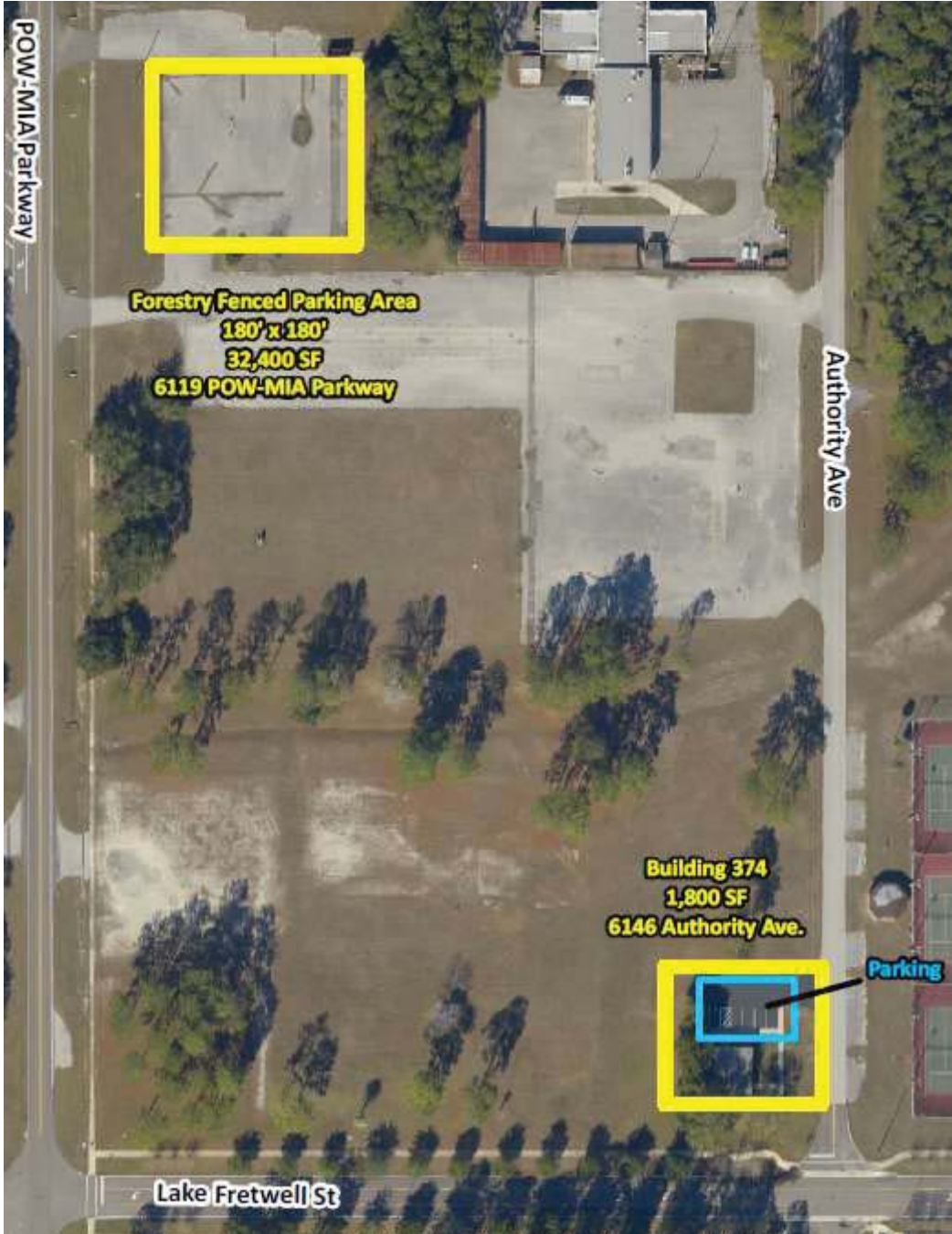


Exhibit B

Cecil Commerce Rules and Regulations

Cecil Commerce Center

Design Guidelines, March 23, 2016

Cecil Commerce Center

Design Guidelines and Standards

March 23, 2016



Table of Contents

Section 1: Purpose and Intent	1
Section 2: General Conditions	3
2.1 Identification of Parties:	3
2.2 Design Review Process:	3
2.2.1 Pre-Planning Conference:	3
2.2.2 Design Review Schedule:	3
2.2.3 Design Submittal Requirements:	4
2.2.4 Dispensation:	7
2.3 Variances:	7
2.4 Appeals:	8
Section 3: Site Development Standards	9
3.1 Site Massing:	9
3.2 Building Setbacks:	10
3.3 Screening:	10
3.3.1 Parking Lot Screening:	10
3.3.2 Dumpster Screening:	11
3.3.3 Utility Screening:	11
3.3.4 Service Area Screening:	11
3.3.5 Fences and Walls:	12
3.4 Vehicular Circulation:	12
3.5 Pedestrian Circulation:	12
3.6 Entrances:	12
3.6.1 Principal Entrance:	12
3.6.2 Drop-Off:	12
3.6.3 Landscape Median:	12
3.6.4 Service Entry:	12
3.7 Parking Lots:	13
3.7.1 Parking Space Requirements:	13
3.7.2 Parking Space Dimensions:	14
3.7.3 Parking Lot Islands:	14
3.7.4 Curbing:	14
3.9 Parking Lot Lighting:	14
Section 4: Architectural Standards	17
4.1 Building Height:	17
4.2 Facades and Exterior Walls	17
4.3 Architectural Details	18
4.4 Fenestration:	19
4.5 Building Materials:	19
4.6 Roofs	20
4.7 Multi-Family and Senior Living Design Standards:	20
4.7.1 Building Materials:	21
4.7.2 Window and Trim Treatment:	21
4.7.3 Pedestrian Entryways:	21
4.7.4 Garages and Garage Doors:	21
4.7.5 Roofing Materials:	21

4.7.6	Roof Appurtenances:.....	21
4.7.7	Screened Enclosures:	21
4.7.8	Storage and Loading Areas:	22
Section 5: Landscape Standards		23
5.1	Plant Quality:	23
5.2	Plant Palette:	23
5.2.1	Canopy Trees:	23
5.2.2	Flowering and Accent Trees:.....	24
5.2.3	Palm Trees:.....	25
5.2.4	Shrubs:	25
5.2.5	Grasses:.....	26
5.2.6	Groundcovers:	27
5.2.7	Lawn:.....	27
5.3	Tree Protection:.....	27
5.4	Landscape Buffering:	27
5.4.1	Required Buffers:.....	28
5.5	Foundation Planting:	29
Section 6: Landscape Irrigation Standards		31
6.1	Basis of Design:	31
6.2	Irrigation Scheduling.....	31
Section 7: Signage Standards		33
7.1	Permanent Signs:.....	33
7.1.1	Single Purpose Development Identification Signs	33
7.1.2	Building Mounted Signage for Multi Use Buildings.....	34
7.1.3	Directional Signs	34
7.2	Flags:.....	35
7.3	Temporary Signs:.....	35
7.3.1	Construction Signs:.....	35
7.3.2	Real Estate Signs:.....	36
7.4	Sign Illumination:.....	36
7.5	Sign Materials:	36
7.6	Address Designation:	36
7.7	Prohibited Signs:.....	37
7.7.1	Banner Signs:	37
7.7.2	Bench Signs:	37
7.7.3	Billboard Signs	37
7.7.4	Help Wanted Signs:.....	37
7.7.5	Inflatable Signs:	37
7.7.6	Balloons and other Aerial Signage:	37
7.7.7	Landscape Signs:.....	37
7.7.8	Animated Signs:	37
7.7.9	Political Campaign Signs:.....	37
7.7.10	Portable Signs:	37
7.7.11	Pylon or Pole Mounted Signs:	37
7.7.12	Roof Top Signs:.....	37

7.7.13	Tent Signs:	38
7.7.14	Mobile Billboards and Vehicle Signs:	38
7.7.15	Window Signs:.....	38
Section 8: Exterior Lighting Standards		39
8.1	Vehicular Area Lighting:	39
8.2	Pedestrian Area Lighting:	39
8.3	Landscape Lighting:	40
8.4	Architectural Lighting:.....	40
Section 9: Construction Standards		41
9.1	Construction Facilities:.....	41
9.2	Construction Screening:.....	41

(This page was intentionally left blank)

Section 1: Purpose and Intent



Alliance★Florida.
at Cecil Commerce Center

(This page was intentionally left blank)

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



Alliance★Florida.
at Cecil Commerce Center

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



Alliance★Florida.
at Cecil Commerce Center

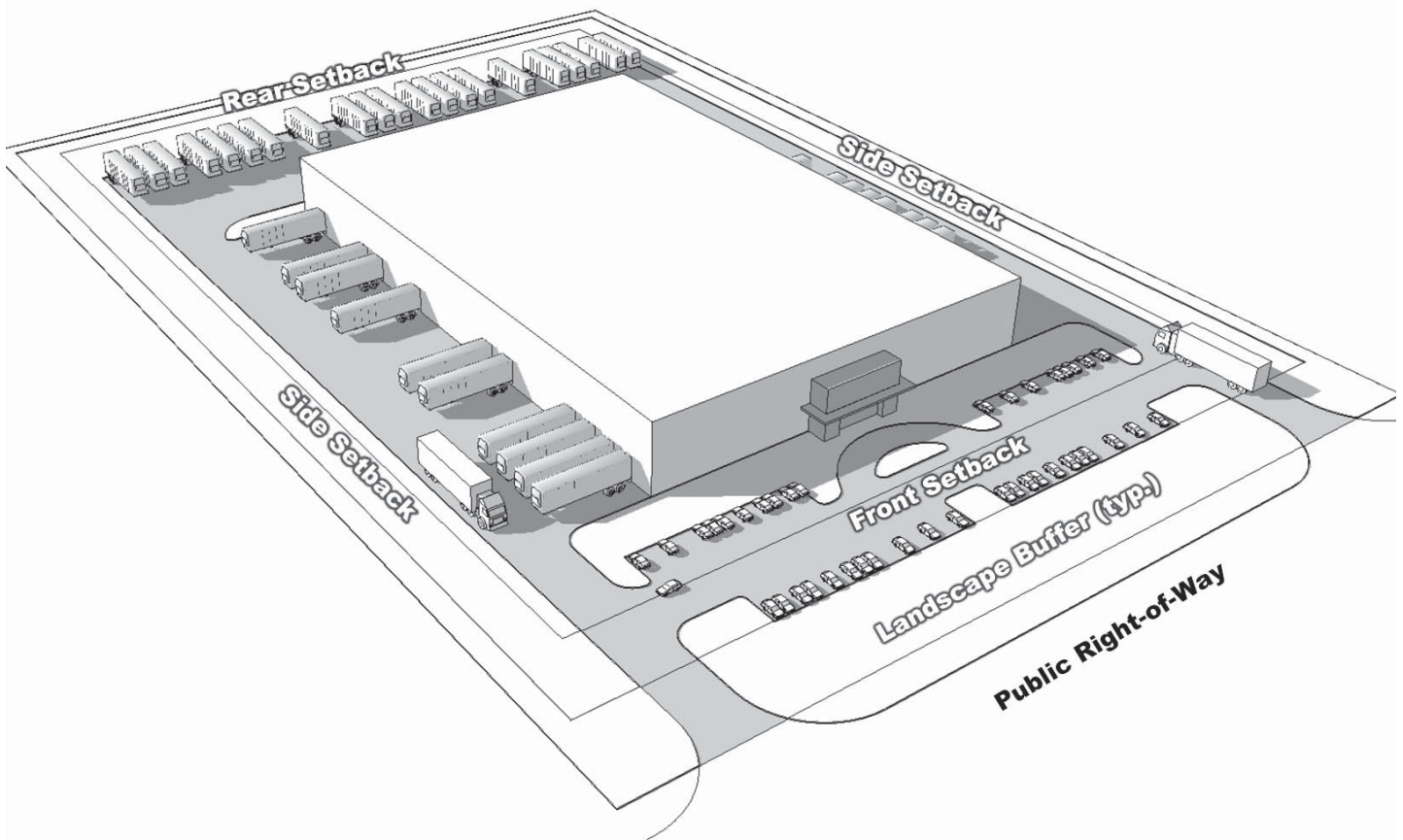
Section 3: Site Development Standards

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



Alliance★Florida.
at Cecil Commerce Center

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
- b. Texture change
- c. Material module change
- d. 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



Alliance★Florida.
at Cecil Commerce Center

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). 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 elliottii</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 attenuata</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
Camellia japonica	Camellia	24"	18"
Hydrangea quercifolia	Oakleaf hydrangea	24"	18"
Ilex cornuta 'Bufordi'	Buford holly, Chinese holly	24"	18"
Ilex vomitoria 'Schillings'	Schillings Dwarf holly	16"	16"
Illicium parviflorum	Yellow anise	24"	18"
Juniper chinensis var. chinensis 'Blue Vase'	Juniper Blue Vase	24"	18"
Juniperus var. chinensis 'Parsonii'	Parsons juniper	12"	16"
Myrcianthes fragrans	Simpson stopper	24"	18"
Myrica cerifera	Wax myrtle	24"	18"
Nerium oleander	Oleander	24"	18"
Raphiolepis indica	Indian hawthorn	16"	16"
Rhododendron spp.	Azalea	24"	18"
Viburnum obovatum	Walter's viburnum	16"	12"
Viburnum odoratissimum	Sweet viburnum	24"	18"
Viburnum suspensum	Sandankwa viburnum	24"	18"
Zamia pumila	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
Cortaderia selloana	Pampasgrass	18"	16"
Eragrostis elliotii	Elliott's lovegrass	18"	16"
Miscanthus sinensis 'Gracillimus'	Maiden grass	18"	16"
Muhlenbergia capillaris	Muhly grass	18"	16"
Paspalum quadrifarium	Evergreen crown grass	18"	16"
Spartina bakeri	Sand cordgrass	18"	16"
Tripsacum dactyloides	Fakahatchee grass	18"	16"
Tripsacum floridana	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	Variiegated 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.

(This page was intentionally left blank)

Section 6: Landscape Irrigation Standards



Alliance★Florida.
at Cecil Commerce Center

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.

(This page was intentionally left blank)

Section 7: Signage Standards



Alliance★Florida.
at Cecil Commerce Center

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:

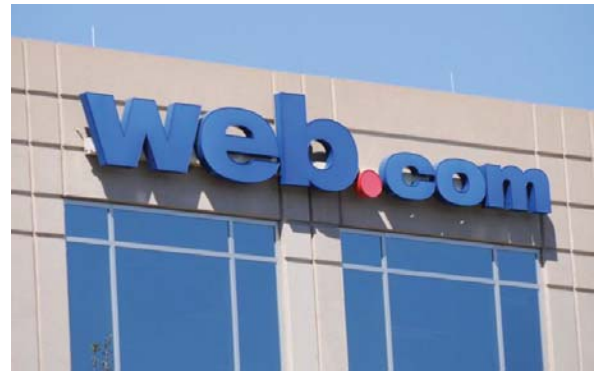
- a. Height: 6 feet maximum from natural grade
- b. Width: 12 feet maximum Depth: 2 feet maximum
- c. Materials: to match building materials
- d. Sign area (per sign face): forty-eight (48) square feet
- e. Information: only street number, logo and business name



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



Alliance★Florida.
at Cecil Commerce Center

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



Alliance★Florida.
at Cecil Commerce Center

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.

(This page was intentionally left blank)



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

EXHIBIT C
INSURANCE REQUIREMENTS for Contractors

Without limiting its liability under this Contract, CONTRACTOR shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and CONTRACTOR shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

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

This insurance shall cover the CONTRACTOR (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

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

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

Automobile Liability (Coverage for all automobiles, owned, hired or non-owned used in performance of the Lease)	\$1,000,000 Combined Single Limit
---	--

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability
(Including Medical Malpractice when applicable)

\$1,000,000 per Claim and Aggregate

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

Builders Risk/Installation Floater

%100 Completed Value of the Project

Such insurance shall be on a form acceptable to Landlord's Office of Insurance and Risk Management. The Builder's Risk/Installation Floater policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum \$10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. Named insured's shall be: CONTRACTOR, Landlord, and respective members, officials, employees and agents, the ENGINEER, and the PROGRAM MANAGEMENT FIRM(S) (when program management services are provided). The City of Jacksonville, its members, officials, officers, employees and agents are to be named as a loss payee.

Pollution Liability

\$1,000,000 per Loss
\$2,000,000 Annual Aggregate

Any entity hired to perform services as part of this lease for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

Pollution Legal Liability

\$1,000,000 per Loss
\$2,000,000 Aggregate

Any entity hired to perform services as a part of this lease that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this lease.

Additional Insurance Provisions

- A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

- B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.
- C. CONTRACTOR's Insurance Primary. The insurance provided by the CONTRACTOR shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Lease shall remain the sole and exclusive responsibility of the named insured CONTRACTOR. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Lease.
- E. CONTRACTOR's Insurance Additional Remedy. Compliance with the insurance requirements of this Lease shall not limit the liability of the CONTRACTOR or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Lease or otherwise.
- F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of CONTRACTOR's full responsibility to provide insurance as required under this Lease.
- G. Certificates of Insurance. CONTRACTOR shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- I. Notice. The CONTRACTOR shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the CONTRACTOR shall provide 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 CONTRACTOR under this Lease shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts

responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

- L. Special Provisions: Prior to executing this Agreement, CONTRACTOR shall present this Lease and Exhibit to its Insurance Agent affirming: (1) that the Agent has personally reviewed the insurance requirements of the Lease, and (2) that the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of CONTRACTOR.