

## AMENDMENT TWO TO CECIL COMMERCE CENTER LEASE AGREEMENT

**THIS AMENDMENT TWO TO CECIL COMMERCE CENTER LEASE AGREEMENT** (this “Amendment Two”) is made and entered into effective as of March 1, 2021 (hereinafter the “Amendment Two Effective Date”), by and between the **CITY OF JACKSONVILLE** (the “Landlord”), a municipal corporation and political subdivision of the State of Florida, and **CECIL FIELD POW/MIA MEMORIAL, INC.**, a Florida not-for-profit corporation (the “Tenant”), with offices located at 5628 Wolf Creek Drive, Jacksonville, Florida 32222.

### RECITALS:

**WHEREAS**, Landlord and Tenant entered into that certain Cecil Commerce Center Lease Agreement dated October 2, 2017 (the “Original Lease”), which was amended by that certain Amendment One to Cecil Commerce Center Lease Agreement dated August 21, 2018 (“Amendment One” and together with the Original Lease, the “Lease”) for the lease by Tenant of certain property within the Cecil Commerce Center, as further detailed in the Lease; and

**WHEREAS**, the Term of the Lease is currently scheduled to expire on October 1, 2022;

**WHEREAS**, Landlord and Tenant desire to amend the Lease to provide for the extension of the Term of the Lease, and other modifications to the Lease according to the terms, covenants and conditions as more particularly set forth herein.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, Landlord and Tenant agree as follows:

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

2. *Definitions.* Capitalized terms shall have the meanings ascribed to such terms in the Lease unless otherwise defined herein.

3. *Term.* Commencing upon the Amendment Two Effective Date, Section 1.10 of the Original Lease is hereby amended in order to extend the Term of the Lease for the period commencing upon October 1, 2022 (the “Amendment Two Rent Commencement Date”), and expiring at noon upon March 31, 2023 (the “Amendment Two Renewal Term”). During the Amendment Two Renewal Term, all references to the defined term “Term” shall mean the Amendment Two Renewal Term.

4. *Base Rent Schedule.* Commencing upon the Amendment Two Effective Date, Section 3.1 of the Original Lease is hereby amended to provide that commencing upon the Amendment Two Rent Commencement Date, and continuing up through the Amendment Two Renewal Term, Tenant shall pay Base Rent and the Common Area Maintenance fee to Landlord in the same monthly amounts as in the Initial Term, plus applicable Florida sales tax.

5. *Chapel Building.* Commencing upon the Amendment Two Effective Date, Tenant’s Premises within the Chapel Building shall be expanded from approximately 6,200 square feet to 14,744 square feet. Tenant acknowledges that a portion of this new expansion space within the Chapel Building is currently occupied by another tenant and Landlord’s failure to deliver exclusive possession of this portion of the Chapel Building to Tenant due to any holdover by such tenant shall not be a breach of the Lease.

6. *Premises.* Commencing upon the Amendment Two Effective Date, the term “Premises” as used in the Lease shall mean (i) the space within the plane of the walls and structural floor, the windows and exterior doors, and the plane of the ceiling of the approximately 14,744 square foot Chapel Building in the

location cross-hatched and depicted on **Exhibit A** attached hereto and incorporated herein by reference; (ii) the Chapel Parcel, together with the improvements located thereon in the location depicted on **Exhibit A** attached hereto; and (iii) the Ground Lease Parcel as depicted on **Exhibit A** attached hereto, together with all improvements located thereon (including the new building at such time as it is constructed in accordance with Article 7 of the Original Lease). Commencing upon the Amendment Two Effective Date, Exhibit A attached to the Original Lease shall be deleted and replaced with **Exhibit A** attached hereto.

7. *Theater Building.* As of the Amendment Two Effective Date, the Theater Building shall no longer be part of the Premises or Property and Tenant shall have no further right to use or occupy the Theater Building or the parking lot adjacent thereto. On or before the Amendment Two Effective Date, Tenant shall vacate and surrender the Theater Building, together with all improvements located thereon, in the manner and condition required by Article 23 of the Original Lease.

8. *Six Month Construction Deadline Extensions.* Commencing upon the Amendment Two Effective Date, the vertical construction deadlines with respect to the Ground Parcel are extended as follows: (i) Section 7.1 of the Original Lease is amended so that all references to “June 30, 2022” are deleted and replaced with “December 31, 2022”, (ii) Section 7.2 of the Original Lease is amended so that the reference to “December 31, 2022” is deleted and replaced with “June 30, 2023”, and (iii) Section 7.2 of the Original Lease is amended so that the reference to “December 31, 2023” is deleted and replaced with “June 30, 2024”. Notwithstanding the foregoing, the term of the Lease shall not be extended beyond March 31, 2023 unless Tenant exercises its option to renew the Lease pursuant to the terms and conditions of Section 1.8 of the Original Lease.

9. *Six Month Utility Deadline Extension.* Commencing upon the Amendment Two Effective Date, the last sentence in Section 15.1 is deleted and replaced with the following: “On the earlier of the date Tenant enters into the Ground Lease as authorized by Article 7 hereof; or (ii) June 30, 2022, Tenant shall thereafter be solely responsible for all utility and other costs as set forth in this Article, and Landlord shall have no further responsibility or obligation to Tenant in connection therewith.

10. *Reporting Requirements.* Commencing upon the Amendment Two Effective Date, (i) Section 5.7 of the Original Lease is amended so the phrase “as of December 31 and June 30” is deleted and replaced with “as of September 30 and March 31”.

11. *Ground Parcel Agricultural Classification (Greenbelt).* Tenant shall be permitted to apply, at its sole cost and expense, to the Duval County Property Appraiser to qualify the Ground Parcel for an Agricultural Classification (Greenbelt). Landlord makes no representation or warranty with respect to whether or not the Ground Parcel is eligible, or will qualify, for such Agricultural Classification (Greenbelt). Tenant understands and agrees that the requirements and conditions set forth in Section 7.1 of the Lease with respect to commencing vertical construction, shall also be conditions precedent to Tenant’s right to engage in any tree removal, site work or other site preparation in connection with the Project. Without limiting the foregoing, Tenant also agrees that it shall obtain Landlord’s written consent prior to cutting, thinning or removing any trees or other plant material in connection with the Project or otherwise on the Ground Parcel.

12. *Brokerage.* Tenant represents and warrants that it has neither consulted nor negotiated with any broker or finder with respect to the Premises and/or this Amendment Two. Landlord shall not pay any commissions or fees that payable to any brokers or finders with respect to this Amendment Two. Tenant shall indemnify and hold Landlord harmless from any and all damages resulting from claims that may be asserted against indemnified party by any broker(s), finder(s) or other person, claiming to have represented Tenant in connection with this Amendment Two or any amendment or extension hereto, or which may result in Tenant leasing other or enlarged space from Landlord. The provisions of this Section shall survive the termination of the Lease.

13. *Ratification.* The Lease remains in full force and effect except as expressly modified by this Amendment Two and is ratified and confirmed. If there is a conflict between the terms of the Lease and this Amendment Two, the terms of this Amendment Two shall control. Tenant further acknowledges that it has no claims, counterclaims, defenses or setoffs against Landlord or Landlord's property manager arising in connection with the Lease or Tenant's occupancy of the Premises, including, without limitation, in connection with any amounts paid by Tenant to Landlord, throughout the Term of the Lease, for Tenant's share of expenses associated with the management and operation of the property.

[Signature page to follow.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment Two by their duly authorized representatives to be effective as of the Amendment Two Effective Date.

**ATTEST:**

**CITY OF JACKSONVILLE**

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

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

In accordance with Section 24.103(e) of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

\_\_\_\_\_  
Director of Finance  
Amendment Two to Lease

Form Approved (as to Landlord only):

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

**WITNESS:**

**CECIL FIELD POW/MIA MEMORIAL, INC.,**  
a Florida not-for-profit corporation

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

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

**WITNESS:**

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

**EXHIBIT A**

**PREMISES**

