

OFFICE LEASE SUMMARY

This Office Lease Summary is made by and between **Midtown Centre Office, LLC**, a North Carolina Limited Liability Company (“**Landlord**”) and **City of Jacksonville**, a political subdivision and municipal corporation existing under the laws of the State of Florida for the benefit and use of **Jacksonville Sheriff’s Department** (“**Tenant**”), as of the date on which the last one of the Landlord and Tenant has signed this Office Lease Summary (“**Date of this Lease**”). Below is a summary of some of the key business terms of the Office Lease to which this Office Lease Summary is attached (the “**Lease**”), as well as a list of certain defined terms used in the Lease. This Office Lease Summary and the Lease are hereby incorporated into one another. In the event of any direct conflict between this Office Lease Summary and the Lease, this Office Lease Summary shall control. Capitalized terms used but not defined in this Office Lease Summary (“**Summary**”) shall have the same definitions given to them in the Lease.

BASIC LEASE INFORMATION AND DEFINED TERMS:

1. Building:	The building located at 1800 Executive Center Drive, Jacksonville Florida 32207. The Building is located within the Project.																		
2. Project (See Exhibit A):	The parcel of land and the buildings improvements located on such land known as Midtown Centre Office Park and generally bounded by Beach Blvd, Boulevard Centre Dr, Art Museum Dr and Carmichael Ave in Jacksonville, FL. A map of the property is shown in EXHIBIT “A” to the Lease.																		
3. Premises (See Exhibit B):	Arts Building (also known as building 3100), Suite Number 100, depicted in the hatched area of the sketch attached as EXHIBIT “B” to the Lease. Unless otherwise described herein, space shall be delivered in as is condition.																		
4. Rentable Area of the Premises:	3,629 square feet. This square footage figure includes an add-on factor for Common Areas in the Building and has been agreed upon by the parties as final and correct and is not subject to challenge or dispute by either party.																		
5. Rent (See Section 5; Exhibit F)	<table border="1"> <thead> <tr> <th><u>Lease Year</u></th> <th><u>Rate P/S/F</u></th> <th><u>Monthly</u></th> </tr> </thead> <tbody> <tr> <td>___/1/2021 Thru ___/30/2022</td> <td>\$16.50</td> <td>\$4,989.88</td> </tr> <tr> <td>___/1/2022 Thru ___/30/2023</td> <td>\$17.00</td> <td>\$5,141.08</td> </tr> <tr> <td>___/1/2023 Thru ___/30/2024</td> <td>\$17.51</td> <td>\$5,295.32</td> </tr> <tr> <td>___/1/2024 Thru ___/30/2025</td> <td>\$18.04</td> <td>\$5,455.60</td> </tr> <tr> <td>___/1/2025 Thru ___/30/2026</td> <td>\$18.58</td> <td>\$5,618.90</td> </tr> </tbody> </table>	<u>Lease Year</u>	<u>Rate P/S/F</u>	<u>Monthly</u>	___/1/2021 Thru ___/30/2022	\$16.50	\$4,989.88	___/1/2022 Thru ___/30/2023	\$17.00	\$5,141.08	___/1/2023 Thru ___/30/2024	\$17.51	\$5,295.32	___/1/2024 Thru ___/30/2025	\$18.04	\$5,455.60	___/1/2025 Thru ___/30/2026	\$18.58	\$5,618.90
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6. Allocated Share:	N/A																		
7. Lease Term. (See Section 2):	(5) Five Years																		
8. Commencement Date (See Section 2):	___/1/2021																		
9. Permitted Use of the Premises (See Section 4):	General Office Use																		
10. Guarantor	None																		
11. Security Deposit (See Section 23):	None (\$0.00)																		
12. Base Year for Expenses	2021																		

(See Section 6.2.1):	
13. Option to Extend (See Section 3):	Option to extend for one (1) additional five (5) year term with three percent (3%) annual escalations.
14. Late Fee (See Section 9.4):	(5%) Five Percent of Rent
15. Tenant's Notice Addresses:	117 West Duval Street Jacksonville, Florida 32207
16. Landlord's Notice Address:	Midtown Centre Office, LLC PO Box 31763 Raleigh, NC 27622
17. Landlord's Address for Payments:	Same as above
18. Total Due at Lease Execution (Security Deposit (if applicable) + Initial Rent Payment)	\$4,989.88
19. Parking	Non-exclusive use, in common with others, of the parking areas in a ratio of four (4) spaces per 1,000 square feet of leased space

IN WITNESS WHEREOF, this Summary has been executed on behalf of Landlord and Tenant as of the Date of this Lease.

LANDLORD:

Midtown Centre Office, LLC,
a North Carolina Limited Liability Company

By: _____

Name: J. Andrew English

Title: Manager _____

TENANT:

City of Jacksonville,
a Municipal Corporation

By: _____

Name: _____

Title: _____

[CORPORATE SEAL]

OFFICE LEASE

LEASE PROVISIONS INCORPORATED BY REFERENCE

1. **BASIC LEASE INFORMATION AND DEFINED TERMS.** The key business terms of this Lease and certain defined terms used in this Lease are set forth in the Office Lease Summary attached hereto. Definitions for certain other defined terms are set forth below. All references in this Lease to the Basic Lease Information and Defined Terms article of this Lease shall refer to the terms and information set forth in the Office Lease Summary (which are incorporated herein by reference) or in this article below, as the context requires.

1.1 **Business Days.** All days other than Saturdays, Sundays, or Legal Holidays.

1.2 **Comparable Buildings.** Buildings in the same market area as the Building of comparable class, size, age, use, type, and quality.

1.3 **Landlord Parties.** Landlord and Landlord's directors, officers, partners, members, managers, employees, agents, affiliates, subsidiaries, mortgagee, managing agent, contractors, successors, and assigns.

1.4 **Legal Holidays.** New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

1.5 **Parties.** The Landlord Parties or Tenant Parties, or both, as the context so permits.

1.6 **Tenant Parties.** Tenant and Tenant's directors, officers, partners, members, managers, employees, agents, contractors, successors and assigns.

2. **LEASE TERM.** This Lease shall constitute a legally binding and enforceable agreement as of the Date of this Lease. Tenant shall have and hold the Premises for the Lease Term. The Lease Term shall commence on the "**Commencement Date**" which shall be defined in Article 8 of the Summary. If the Commencement Date falls on a day other than the first day of a month, then for purposes of calculating the length of the Lease Term, the first month of the Lease Term shall be the month immediately following the month in which the Commencement Date occurs, and Tenant shall pay prorated Rent calculated on a per diem basis for the partial month in which the Commencement Date occurs.

3. **OPTION TO EXTEND:**

3.1 Tenant shall have the option to extend the Lease Term for an additional period as defined in Article 13 of the Summary (the "**Extension Term**") on the same terms and conditions as provided in the Lease except that for the Extension Term:

3.1.1 Upon exercise of this option to extend the Lease Term, the Lease, as extended, shall not contain any further option to extend as provided in this article;

3.1.2 The Base Rent shall be determined as set forth below, but in no event shall it be less than the Base Rent payable for the twelve (12) month period immediately preceding the expiration of the original term of the Lease; and

3.1.3 Landlord shall have no obligation to perform any alterations or tenant improvements or other work in the Premises and Tenant shall continue possession of the Premises in its "as is," "where is," and "with all faults" condition.

3.2 The exercise of the option set forth in this article shall only be effective on, and in strict compliance with, the following terms and conditions:

3.2.1 Notice of Tenant's exercise of the option (the "Extension Notice") shall be given by Tenant to Landlord within 120 days prior to the expiration date of the current Lease Term. TIME SHALL BE OF THE ESSENCE AS TO THE EXERCISE OF ANY ELECTION BY TENANT UNDER THIS ARTICLE.

3.2.2 At the time of Tenant delivering the Extension Notice to Landlord, and on the current expiration date of the Lease Term, the Lease shall be in full force and effect and Tenant shall not be in or have ever been in default under any of the terms, covenants, and conditions of the Lease beyond any applicable grace period.

3.2.3 The rights granted to Tenant under this article are personal to the original named Tenant in this Lease and may not be assigned or exercised by anyone other than Tenant and only while Tenant is in possession of the entire Premises.

3.2.4 Tenant shall not be responsible to pay a Security Deposit.

3.2.5 If the Lease has been guaranteed, the Guarantor shall execute and deliver to Landlord a reaffirmation of the Guaranty as to the extended Lease Term no later than the commencement date of the Extension Term.

3.3 The Base Rent shall be based on the terms described in Article 13 of the Summary.

3.4 All options to extend the Lease Term as set forth in this article shall be null and void if Landlord and Tenant enter into any agreement extending the Lease Term on terms different than those set forth in this article.

4. **USE.** Tenant shall use the Leased Premises only for the use as defined in Article 10 of the Summary. Tenant at its expense shall comply, and cause all of Tenant's agents, employees and invitees to comply, with all governmental fire underwriting and other laws, ordinances, orders, the Rules and Regulations applicable to the Leased Premises and the business conducted therein by Tenant; maintain the Leased Premises in a clean, healthful condition; not engage in any activity which would cause Landlord's property insurance to be canceled or the rate increased; not commit any act which is a nuisance or annoyance to Landlord or to other tenants, or which might, in the exclusive judgment of Landlord, damage Landlord's goodwill or reputation, or tend to injure or depreciate the Building; not commit or permit waste in the Leased Premises or in the Building; not commit or permit waste in the Leased Premises or Building; not alter or install fixtures, doors, windows, walls, ceilings or floors, without Landlord's prior written approval; and not store any items in the Building or on the Project outside the Leased Premises. Tenant shall conform to the Rules and Regulations. "Rules and Regulations" shall mean the rules and regulations for the Project promulgated by Landlord from time to time. The Rules and Regulations which apply as of the Date of this Lease are attached as **EXHIBIT "D"**.

5. **RENT.** Subject to lawful appropriation on an annual basis by the City of Jacksonville City Council, Tenant shall pay Rent to Landlord in lawful United States currency, without any sales, use, or other tax (excluding state and federal income tax) now or hereafter imposed on any Rent due under this Lease. All Base Rent and additional rent for Operating Costs shall be payable in monthly installments, in advance, beginning on the Commencement Date, and continuing on the first day of each and every calendar month thereafter during the Lease Term. Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Base Rent, shall be denominated as additional rent. Except as otherwise provided, all additional rent payments (other than Operating Costs which are due together with Base Rent) are due ten (10) days after delivery of an invoice. The term "**Rent**" when used in this Lease includes Base Rent and all forms of additional rent. All Rent shall be paid to Landlord without demand, setoff, or deduction whatsoever, except as specifically provided in this Lease, at Landlord's Address for Payments, or at such other place as Landlord designates in writing to Tenant. Tenant's obligations to pay Rent are covenants independent of the Landlord's obligations under this Lease.

6. OVERHEAD RENT.

6.1 **General.** Tenant shall pay to Landlord its Allocated Share of Overhead Rent in accordance with the terms and provisions of this article and based on the following. The Allocated Share set forth in the Basic Lease Information and Defined Terms article of this Lease is a stipulated percentage, agreed upon by the parties, and constitutes a material part of the economic basis of the Lease and the consideration to Landlord in entering into the Lease.

6.2 **Defined Terms.** The following terms shall have the following definitions:

6.2.1 **"Base Year"** shall mean the calendar year stated in Article 12 of the Summary.

6.2.2 **"Comparative Year"** shall mean each calendar year subsequent to the Base Year.

6.2.3 **"Real Estate Taxes"** shall mean the total of all taxes, assessments, and other charges by any governmental or quasi-governmental authority that are assessed, levied, or in any manner imposed on the real property and any other buildings and improvements located on the property on which the Building is located, whether general, extraordinary, foreseen or unforeseen, including, all charges on the tax bills for the real property and any other buildings and improvements located on the property on which the Building is located, real and personal property taxes, special district taxes and assessments, franchise taxes, solid waste assessments, non-ad valorem assessments or charges, and all payments in lieu of taxes under applicable agreements. If a tax shall be levied against Landlord in substitution in whole or in part for, or in addition to, the Real Estate Taxes or otherwise as a result of the ownership of the Building, then the other tax shall be deemed to be included within the definition of "Real Estate Taxes". "Real Estate Taxes" also includes all costs incurred by Landlord in contesting the amount of the assessment of the Building made for Real Estate Tax purposes, including attorneys', consultants', and appraisers' fees.

6.2.4 **"Operating Costs"** shall mean the total of all of the costs incurred by Landlord relating to the ownership, operation, and maintenance of the Building and the services provided tenants in the Building, other than Real Estate Taxes and Capital Costs. By way of explanation and clarification, but not by way of limitation, Operating Costs will include the costs and expenses incurred for the following: pest control; trash and garbage removal (including dumpster rental); porter and matron service; concierge services; repairs, maintenance, and alteration of building systems; Common Areas, and other portions of the Project to be maintained by Landlord; amounts paid under easements or other recorded agreements affecting the Project, repairs, maintenance, replacements, and improvements for the continued operation of the Project; improvements in security systems; landscaping, including fertilization and irrigation supply, Parking Area maintenance (including repaving, restriping, repair, and painting); property management fees; an on-site management office; all utilities serving the Building and not separately billed to or reimbursed by any tenant of the Building; cleaning, window washing, and janitorial services; all insurance customarily carried by owners of Comparable Buildings or required by any mortgagee of the Building (including the amount of any deductible paid by Landlord or deducted from any insurance proceeds paid to Landlord); supplies; service and maintenance contracts for the Building, including life-safety/fire system monitoring; wages, salaries, and benefits or similar expenses of management and operational personnel employed by or otherwise paid for by Landlord, up to and including the property manager (including a pro rata share only of the wages and benefits of personnel who provide services at more than one building, which pro rata share shall be determined by Landlord and shall be based on Landlord's estimate of the percentage of time spent by such personnel at the Building); social security, unemployment, and other payroll taxes, the cost of providing disability and worker's compensation coverage imposed by any applicable law or otherwise with respect to the employees; legal, accounting, and administrative costs; and uniforms and working clothes for employees and the cleaning of them. Landlord may at its discretion add or remove any costs it deems necessary to the operation of the Project. Landlord may contract for the performance of some or all of the management and maintenance functions generally described in this section with entities that are affiliated with Landlord.

6.2.5 **"Capital Costs"** shall mean expenditures for capital items or expenditures incurred by Landlord in connection with the ownership, operation, and maintenance of the Building and the services provided tenants in the Building that (a) under generally accepted accounting principles, with deviations from such principles which are customary in the real estate industry, are expenses or regarded as deferred expenses; (b) are required by law; (c) are for materials, tools, supplies, and equipment purchased by Landlord to enable Landlord to

supply services that Landlord would otherwise have obtained from a third party; (d) are not reimbursed by insurance and related to a casualty; (e) are performed primarily to reduce current or future Operating Costs or otherwise improve the operating efficiency of the Building; (f) are required by any insurer of the Building; or (g) are for replacement of non-structural items in the Common Areas. Capital Costs shall be included in the year in which the cost is incurred and subsequent years, amortized on a straight line basis over an appropriate period, but in no event more than ten years, with an interest factor equal to the Wall Street Journal Prime Rate in effect at the time of Landlord's having incurred the expenditure.

6.2.6 INTENTIONALLY DELETED.

6.3 Allocation of Project-Wide Costs. Operating Costs and Capital Costs shall also include the Building's allocated share (as determined by Landlord) of those respective expenses incurred on a Project-wide basis benefiting the Building, including, but not limited to, costs such as (i) landscaping, (ii) road repairs and maintenance, (iii) security, (iv) signage installation, replacement and repair, and (v) common area utilities. If Landlord incurs Operating Costs or Capital Costs for the Building together with one or more other buildings or properties, whether pursuant to a reciprocal easement agreement, common area agreement, or otherwise, the shared costs and expenses shall be equitably prorated and apportioned by Landlord between the Building and the other buildings or properties.

6.4 INTENTIONALLY DELETED.

6.5 INTENTIONALLY DELETED.

6.6 Payment. Tenant shall pay an amount equal to one-twelfth of its Allocated Share of the Overhead Rent monthly in advance, together with the payment of Base Rent.

6.7 INTENTIONALLY DELETED.

7. ASSIGNMENT OR SUBLETTING. Tenant may not transfer any of its rights under this Lease, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner (any of which, a "transfer"), without Landlord's consent, which may be withheld in Landlord's sole and absolute discretion. Without limiting the generality of the foregoing, Tenant may not sublease, assign, mortgage, encumber, permit the transfer of direct or indirect ownership or control of the business entity comprising Tenant, or permit any portion of the Premises to be occupied by third parties. Any transfer by Tenant in violation of this article shall, at Landlord's option, be void. If Landlord assigns this Lease to a successor who expressly assumes the obligations of Landlord, Landlord shall be released from its obligations. The consent by Landlord to any assignment, transfer or subletting shall not be construed as a waiver or release of Tenant from the terms of any obligation under this Lease, nor shall the collection or acceptance of Base Rent from any such assignee, transferee, subtenant or occupant be construed as such a waiver or release of Tenant. If Tenant is a corporation, the transfer by whatever means of fifty percent (50%) or more of Tenant's voting control shall be deemed a transfer prohibited hereby.

Upon any request to assign or sublet, Tenant will pay to Landlord the Assignment/Subletting Fee a sum equal to one month's Rent, including attorney's fees, incurred in investigating and considering any proposed or purported assignment or pledge of this Lease or sublease of any of the Premises, regardless of whether Landlord shall consent to, refuse consent, or determine that Landlord's consent is not required for such assignment, pledge or sublease. Fifty percent (50%) of all cash or other proceeds of any assignment, such proceeds as exceed the rentals called for hereunder in the case of a subletting and all cash or other proceeds of any other transfer of Tenant's interest in this Lease shall be paid to Landlord as received by Tenant.

7.1 No Advertising. Tenant shall not advertise or list with brokers its space for sublease at a rental rate lower than the then Project rental rate for comparable space for a comparable term.

8. INSURANCE.

8.1 Tenant's Insurance. Tenant shall at all times during the Lease Term carry and maintain a valid program of self-insurance, authorized by Section 768.28, Florida Statutes. With respect to Tenant's self-insurance program, liabilities caused by the negligent acts or omissions of Tenant's employees or authorized agents shall be subject to the limits of Section 768.28, Florida Statutes. Tenant shall provide Landlord with a letter of self-insurance prior to the Tenant's execution of this Lease.

8.2 Landlord's Insurance. Landlord shall maintain insurance as required on Exhibit "G" for the duration of the Lease Term and any extension or renewal thereof.

8.3 Insurance Requirements. All insurance policies shall be written with insurance companies acceptable to Landlord having coverage limits required by this article, and having a policyholder rating of at least "A-" and a financial size category of at least "Class XII" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies. The commercial general liability, commercial automobile liability, and excess liability insurance policies shall name the Landlord Parties as additional insureds (on ISO CG 20 11 04 13 or equivalent for the commercial general liability policy) and require prior notice of cancellation to be delivered in writing to Landlord within the time period applicable to the first named insured. The commercial general liability, commercial automobile liability, and excess liability policies shall include an unmodified Separation of Insureds provision. The following exclusions/limitations or their equivalent(s) are prohibited: Contractual Liability Limitation CG 21 39; Amendment of Insured Contract Definition CG 24 26; any endorsement modifying the Employer's Liability exclusion or deleting the exception to it; any "Insured vs. Insured" exclusion except Named Insured vs. Named Insured; and any Punitive, Exemplary, or Multiplied Damages exclusion. Tenant shall furnish evidence that it maintains all insurance coverages required under this Lease (ACORD 25 for liability insurance and the ACORD 28 for Commercial Property Insurance, with copies of declaration pages for each required policy) at least ten (10) days before entering the Premises for any reason. The ACORD 25 Form Certificate of Insurance for the liability insurance policies shall specify the policy form number and edition date and shall have attached to it a copy of the additional insureds endorsement listing the Landlord Parties. Coverage amounts for the liability insurance may be increased periodically in accordance with industry standards for similar properties.

8.4 Waiver of Subrogation. Except as otherwise provided in the penultimate sentence of this Section, Landlord and Tenant each expressly, knowingly, and voluntarily waive and release their respective rights of recovery that they may have against the other or the other's Parties and against every other tenant in the Project who shall have executed a waiver similar to this one for loss or damage to its property, and property of third parties in the care, custody, and control of Tenant, and loss of business (specifically including loss of Rent by Landlord and business interruption by Tenant) directly or by way of subrogation or otherwise as a result of the acts or omissions of the other party or the other party's Parties (specifically including the negligence of either party or its Parties and the intentional misconduct of the Parties of either party), to the extent any such claims are covered under a so-called "special perils" or "Causes of Loss -- Special Form" property insurance policy including windstorm coverage or under a so-called "contents" insurance policy (whether or not actually carried). Tenant assumes all risk of damage to and loss of Tenant's property wherever located, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant, or from any other cause. Landlord and Tenant shall each, on or before the earlier of the Commencement Date or the date on which Tenant first enters the Premises for any purpose, obtain and keep in full force and effect at all times thereafter a waiver of subrogation from its insurer concerning the commercial general liability, commercial automobile liability, workers' compensation, employer's liability, property, rental income, and business interruption insurance maintained by it for the Building and the property located in the Premises. The release by Landlord in favor of Tenant shall not apply, and shall be void and of no force or effect, if Landlord's insurance coverage is denied, invalidated, or nullified by reason of any act or failure to act of any of the Tenant Parties. This Section shall control over any other provisions of this Lease in conflict with it and shall survive the expiration or sooner termination of this Lease.

9. DEFAULT.

9.1 Events of Default. Each of the following shall be an event of default under this Lease: (a) Tenant fails to make any payment of Rent when due; (b) Tenant or any Guarantor for Tenant's obligations under this Lease becomes bankrupt or insolvent or makes an assignment for the benefit of creditors or takes the benefit of

any insolvency act, or if any debtor proceedings are taken by or against Tenant or any Guarantor, or any Guarantor dies; (c) Tenant abandons the Premises; (d) Tenant transfers this Lease in violation of the Assignment or Subletting article; (e) Tenant fails to deliver an estoppel certificate or subordination agreement or maintain required insurance coverages within the time periods required by this Lease; (f) Tenant does not comply with its obligations to vacate the Premises under the Relocation of Tenant or End of Term articles of this Lease; or (g) Tenant fails to perform any other obligation under this Lease.

9.2 INTENTIONALLY DELETED.

9.3 **Landlord's Right to Perform.** If Tenant defaults, Landlord may, but shall have no obligation to, perform the obligations of Tenant, and if Landlord, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the sums so paid or obligations incurred shall be paid by Tenant to Landlord upon receipt of a bill or statement to Tenant therefor.

9.4 **Availability of Funds and Late Charges.** The obligations of Tenant under this lease are subject to the availability of funds lawfully appropriated annually for its purposes by the Council of the City of Jacksonville and if funds are not available, this Lease may be cancelled without penalty by Tenant by giving 60 days' written notice of cancellation, the notice to be signed by the Mayor and Corporation Secretary, and delivered in the manner for giving notice as provided in this Lease. Tenant is not subject to late fees.

9.5 **Limitations.** None of the Landlord Parties shall ever have any personal liability to Tenant. No person holding Landlord's interest shall have any liability after such person ceases to hold such interest, except for any liability accruing while such person held such interest. No act or omission of Landlord or its agents shall constitute an actual or constructive eviction of Tenant or a default by Landlord as to any of its obligations under this Lease unless Landlord shall have first received written notice from Tenant of the claimed default and shall have failed to cure it after having been afforded reasonable time in which to do so, which in no event shall be less than 30 days. Landlord and Tenant each waive all rights they may have (other than rights for defaults under the Estoppel Certificate, Subordination, and End of Term articles) to consequential damages, lost profits, punitive damages, or special damages of any kind.

9.6 **Force Majeure.** Other than for Tenant's obligations under this Lease that can be performed by the payment of money (e.g., payment of Rent and maintenance of insurance), whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, extreme weather events (i.e. hurricanes, tropical storms, etc.), pandemic, epidemic, shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party.

9.7 **Presumption of Abandonment.** It shall be conclusively presumed that Tenant has abandoned the Premises if Tenant fails to keep the Premises open for business during regular business hours for thirty (30) consecutive days while in monetary default. Any grace periods set forth in this article shall not apply to the application of this presumption.

10. **ALTERATIONS.** "Alterations" shall mean any alteration, addition, or improvement in or on or to the Premises of any kind or nature, including any improvements made before Tenant's occupancy of the Premises. Tenant shall make no Alterations without the prior written consent of Landlord, which consent may be withheld or conditioned in Landlord's sole discretion. However, Landlord will not unreasonably withhold or delay consent to non-structural interior Alterations, provided that they do not involve demolition of improvements, affect utility services or Building systems, are not visible from outside the Premises, do not affect Landlord's insurance coverages for the Project, and do not require other alterations, additions, or improvements to areas outside the Premises. Except as expressly set forth in this Lease, Landlord has made no representation or promise as to the condition of the Premises, Landlord shall not perform any alterations, additions, or improvements to make the Premises suitable and ready for occupancy and use by Tenant, and Tenant shall accept possession of the Premises in its then "as-is", "where-is" condition, without representation or warranty of any kind by Landlord. Except for work to be performed by Landlord, before any Alterations are undertaken by or on behalf of Tenant, Tenant shall obtain Landlord's approval of all contractors performing such Alterations, and shall deliver to Landlord any governmental permit required for the

Alterations and shall require any contractor performing work on the Premises to obtain and maintain, at no expense to Landlord, workers' compensation and employer's liability insurance, builder's risk insurance in the amount of the replacement cost of the applicable Alterations (or such other amount reasonably required by Landlord, but in no case greater than the amount of the respective contract), commercial general liability insurance, written on an occurrence basis with minimum limits of \$1 million per occurrence limit, \$1 million general aggregate limit, \$1 million personal and advertising limit, and \$1 million products/completed operations limit (including contractual liability, broad form property damage and contractor's protective liability coverage); commercial automobile liability insurance, on an occurrence basis on the then most current ISO form, including coverage for owned, non-owned, leased, and hired automobiles, in the minimum amount of \$1 million combined single limit for bodily injury and property damage. Contractor's insurance shall contain an endorsement insuring the Landlord Parties as additional insureds and shall be primary and non-contributory over any other coverage available to the Landlord. The Contractor's insurance shall comply with the requirements of the Insurance article, except that the additional insured for the commercial general liability shall be on ISO Form GC 20 10 04 13 or its equivalent. All Alterations by Tenant shall also comply with Landlord's rules and requirements for contractors performing work in the Project.

11. LIENS.

11.1 **No Lien Notice.** The interest of Landlord in the Premises shall not be subject in any way to any liens, including construction liens, for Alterations made by or on behalf of Tenant. This exculpation is made with express reference to Section 713.10, Florida Statutes. Tenant represents to Landlord that any improvements that might be made by Tenant to the Premises are not required to be made under the terms of this Lease and that any improvements which may be made by Tenant do not constitute the "pith of the lease" under applicable Florida case law. Tenant shall notify every contractor making improvements to the Premises that the interest of the Landlord in the Premises shall not be subject to liens.

11.2 **Discharge of Liens.** If any lien is filed against the Premises for work or materials claimed to have been furnished to Tenant, Tenant shall cause it to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within ten days after notice to Tenant. Further, Tenant shall indemnify, defend, and save Landlord harmless from and against any damage or loss, including reasonable attorneys' fees, incurred by Landlord as a result of any liens or other claims arising out of or related to work performed in the Premises by or on behalf of Tenant.

12. **ACCESS TO PREMISES.** Landlord and persons authorized by Landlord, at all reasonable times, may enter the Premises to (a) inspect the Premises; or (b) to make such repairs, replacements, and alterations as Landlord deems necessary or desirable upon 24 hours' advance notice to Tenant (which may be by telephone or e-mail), except in cases of emergency when no notice is required. However, Landlord shall make all reasonable efforts to contact Tenant if/when an emergency arises that necessitates access to the Premises prior to entry on the Premises by Landlord or any persons authorized by Landlord.

13. **COMMON AREAS.** The "Common Areas" of the Project include such areas and facilities as delivery facilities, walkways, landscaped and planted areas, and parking facilities and are those areas designated by Landlord for the general use in common of occupants of the Project, including Tenant. The Common Areas shall at all times be subject to the exclusive control and management of Landlord. Landlord may grant third parties specific rights concerning portions of the Common Areas. Landlord may increase, reduce, improve, or otherwise alter the Common Areas, otherwise make improvements, alterations, additions, or reductions to the Project, and change the name or number by which the Building or Project is known. Landlord may also temporarily close the Common Areas to make repairs or improvements. In addition, Landlord may temporarily close the Building or Project and preclude access to the Premises in the event of casualty, governmental requirements, the threat of an emergency such as a hurricane or other act of God, or if Landlord otherwise reasonably deems it necessary in order to prevent damage or injury to person or property. This Lease does not create, nor will Tenant have any express or implied easement for, or other rights to, air, light, or view over, from, or about the Project. Tenant shall be allowed the non-exclusive use of the parking spaces on the Project. Such parking spaces shall be unassigned; provided, however, that Landlord may at any time assign specific parking spaces. Landlord shall not be liable for any theft of or damage of any nature to vehicles or contents of vehicles on Project. Landlord reserves the right to (a) reduce the number of spaces in the Parking Areas, as long as the number of parking spaces remaining is in compliance with all applicable governmental requirements; (b) to reserve spaces for the exclusive use of specific parties and change the location of any reserved

spaces; and (c) change the access to the Parking Areas, provided that some manner of reasonable access to the Parking Areas remains after the change; and none of the foregoing shall entitle Tenant to any claim against Landlord or to any abatement of Rent.

14. INTENTIONALLY DELETED.

15. CASUALTY DAMAGE. If the Project or any portion of it is damaged or destroyed by any casualty and: (a) the Building or a material part of the Common Areas shall be so damaged that substantial alteration or reconstruction shall, in Landlord's opinion, be required (whether or not the Premises shall have been damaged by the casualty); or (b) Landlord is not permitted to rebuild the Building or a material part of the Common Areas in substantially the same form as it existed before the damage; or (c) the Premises shall be materially damaged by casualty during the last two years of the Lease Term; or (d) any mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt; or (e) the damage is not fully covered by insurance maintained by Landlord; then Landlord may, within 90 days after the casualty, give notice to Tenant of Landlord's election to terminate this Lease, and the balance of the Lease Term shall automatically expire on the fifth day after the notice is delivered. If Landlord does not elect to terminate this Lease, provided that Tenant was operating from the Premises immediately prior to the casualty and will recommence operations after restoration of the Premises, Landlord shall proceed with reasonable diligence to restore the Building and the Premises to substantially the same condition they were in immediately before the casualty. However, Landlord shall not be required to restore any unleased premises in the Building or any portion of Tenant's property. Rent shall abate in proportion to the portion of the Premises not usable by Tenant as a result of any casualty resulting in damage to the Building which is covered by insurance carried or required to be carried by Landlord under this Lease, as of the date on which the Premises becomes unusable and the abatement shall continue until the date the Premises become tenantable again. Landlord shall not otherwise be liable to Tenant for any delay in restoring the Premises or any inconvenience or annoyance to Tenant or injury to Tenant's business resulting in any way from the damage or the repairs, Tenant's sole remedy being the right to an abatement of Rent.

16. CONDEMNATION. If the whole or any substantial part of the Premises shall be condemned by eminent domain or acquired by private purchase in lieu of condemnation, this Lease shall terminate on the date on which possession of the Premises is delivered to the condemning authority and Rent shall be apportioned and paid to that date. If no portion of the Premises is taken but a substantial portion of the Building is taken, at Landlord's option, this Lease shall terminate on the date on which possession of such portion of the Building is delivered to the condemning authority and Rent shall be apportioned and paid to that date. Tenant shall have no claim against Landlord, and assigns to Landlord any claims it may have otherwise had, for the value of any unexpired portion of the Lease Term, or any Alterations. Tenant shall not be entitled to any part of the condemnation award or private purchase price. If this Lease is not terminated as provided above, Rent shall abate in proportion to the portion of the Premises condemned.

17. REPAIR AND MAINTENANCE. Landlord shall repair and maintain in good order and condition, ordinary wear and tear excepted, the Common Areas, mechanical and equipment rooms, the roof of the Building, the exterior walls of the Building, the exterior windows of the Building, the structural portions of the Building, the elevators, and the electrical, plumbing, mechanical, fire protection, life safety, and air conditioning, heating, and ventilation ("HVAC") systems servicing the Building. However, unless the Waiver of Subrogation section applies, Tenant shall pay the cost of any such repairs or maintenance resulting from acts or omissions of the Tenant Parties. Additionally, Landlord shall replace the Building standard fluorescent light tubes in the Premises. Tenant waives the provisions of any law, or any right Tenant may have under common law, permitting Tenant to make repairs at Landlord's expense or to withhold Rent or terminate this Lease based on any alleged failure of Landlord to make repairs within a commercially reasonable time-frame. All costs associated with the repair and maintenance obligations of Landlord under this article shall be included in and constitute Operating Costs. Except to the extent Landlord is obligated to repair and maintain the Premises as provided above, Tenant shall, at its sole cost, repair, replace, and maintain the Premises (including the walls, ceilings, and floors in the Premises, and any specialized or supplemental electrical, lighting, plumbing, mechanical, fire protection, life safety and HVAC systems exclusively for Tenant's use) in a clean, attractive, first-class condition. All replacements shall be of equal quality and class to the original items replaced. Tenant shall not commit or allow to be committed any waste on any portion of the Premises.

18. ESTOPPEL CERTIFICATES. From time to time, Tenant, on not less than five (5) days' prior notice, shall (i) execute and deliver to Landlord an estoppel certificate in a form generally consistent with the

requirements of institutional lenders and prospective purchasers and certified to all or any of Landlord, any mortgagee or prospective mortgagee, or prospective purchaser of the Building, and (ii) cause any Guarantor to deliver to Landlord any estoppel certificate required under the Guaranty.

19. **SUBORDINATION.** This Lease is and shall be subject and subordinate to all mortgages and ground leases that may now or hereafter affect the Building, and to all renewals, modifications, consolidations, replacements, and extensions of the mortgages and leases. This article shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, Tenant shall execute any agreement that Landlord may request within ten days after receipt from Landlord. If any ground or underlying lease is terminated, or if the interest of Landlord under this Lease is transferred by reason of or assigned in lieu of foreclosure or other proceedings for enforcement of any mortgage, or if the holder of any mortgage acquires a lease in substitution for the mortgage, or if this Lease is terminated by termination of any lease or by foreclosure of any mortgage to which this Lease is or may be subordinate, then Tenant will, at the option to be exercised in writing by the landlord under any ground or underlying lease or the purchaser, assignee, or tenant, as the case may be (a) attorn to it and will perform for its benefit all the terms, covenants, and conditions of this Lease on Tenant's part to be performed with the same force and effect as if the landlord or the purchaser, assignee, or tenant were the landlord originally named in this Lease, or (b) enter into a new lease with the landlord or the purchaser, assignee, or tenant for the remainder of the Lease Term and otherwise on the same terms, conditions, and rents as provided in this Lease.

20. **INDEMNIFICATION.** To the fullest extent permitted by law, Tenant shall indemnify, defend, and save harmless the Landlord Parties from and against any and all liability (including reasonable attorneys' fees) resulting from claims by third parties in connection with the Premises. Similarly, to the fullest extent permitted by law, Landlord shall indemnify, defend, and save harmless the Tenant Parties from and against any and all liability (including reasonable attorneys' fees) resulting from claims by third parties in connection with the Common Areas to the same extent that Tenant would have been covered had it been named as an additional insured on the commercial general liability insurance policy carried by Landlord for the Project. It is intended that the indemnitor indemnify the indemnitee, and its Parties against the consequences of their own negligence or fault, even when the indemnitee or its Parties is jointly, comparatively, contributively, or concurrently negligent with the indemnitor, and even though any such claim, cause of action, or suit is based upon or alleged to be based upon the strict liability of the indemnitee or its Parties, and the indemnitor waives and releases all claims against the indemnitee and its Parties for any claim covered by the indemnity obligations of the indemnitor under this article. This Indemnification article shall not be construed to restrict, limit, or modify either party's insurance obligations under this Lease, nor shall Landlord's or Tenant's indemnification obligations under this article be limited by the minimum amounts of insurance carried or required to be carried under the terms of this Lease by either party. Either party's compliance with the insurance requirements under this Lease shall not restrict, limit, or modify that party's obligations under this Indemnification article. Notwithstanding anything in this article to the contrary, if and to the extent that any loss occasioned by any of the events described in this article exceeds the greater of the coverage or amount of insurance required to be carried by the indemnitor or the coverage or amount of insurance actually carried by the indemnitor, or results from any event not required to be insured against and not actually insured against, the party at fault shall pay the amount not actually covered. These indemnification provisions shall survive the expiration or sooner termination of this Lease. Provided, however, that regardless of whether any such obligations are based on tort, contract, statute, strict liability, negligence, product liability or otherwise, the obligations of the Tenant under this indemnification provision shall be limited in the same manner that would have applied if such obligations were based on, or arose out of, an action at law to recover damages in tort and were subject to Section 768.28, Florida Statutes, as that Section existed at the inception of this Lease.

21. **NO WAIVER.** The failure of a party to insist on the strict performance of any provision of this Lease or to exercise any remedy for any default shall not be construed as a waiver. The waiver of any noncompliance with this Lease shall not prevent subsequent similar noncompliance from being a default. No waiver shall be effective unless expressed in writing and signed by the waiving party. No notice to or demand on a party shall of itself entitle the party to any other or further notice or demand in similar or other circumstances. The receipt by Landlord of any Rent after default on the part of Tenant (whether the Rent is due before or after the default) shall not excuse any delays as to future Rent payments and shall not be deemed to operate as a waiver of any then-existing default by Tenant or of the right of Landlord to pursue any available remedies. No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent actually owed under the terms of this Lease shall be deemed to be anything other than a payment on account of the earliest stipulated Rent due. No endorsement or statement on any check or any letter accompanying

any check or payment of Rent will be deemed an accord and satisfaction. Landlord may accept the check or payment without prejudice to Landlord's right to recover the balance of the Rent or to pursue any other remedy. It is the intention of the parties that this article will modify the common law rules of waiver and estoppel and the provisions of any statute that might dictate a contrary result.

22. **SERVICES AND UTILITIES.** Landlord shall furnish the following services: (a) air conditioning and heating at all times and without additional charge; (b) janitorial and general cleaning service on Business Days; (c) passenger elevator service from the Building's lobby to the Premises; (d) common restroom facilities and necessary lavatory supplies, including cold running water; and (e) electricity for the purposes of lighting and general office equipment use in amounts consistent with Building standard electrical capacities for the Premises (excluding electricity for separately metered equipment exclusively serving the Premises, such as supplemental HVAC units, the costs for which shall be paid by Tenant to Landlord prior to expected use of supplemental services.). Landlord shall have the right to select the Building's electric service provider and to switch providers at any time. Tenant's use of electrical, HVAC or other services furnished by Landlord shall not exceed, either in voltage, rated capacity, use, or overall load, the level of use which Landlord deems to be standard for the Building. Tenant shall pay all costs associated with any such additional utility or service usage, including the installation of separate meters or sub-meters. In no event shall Landlord be liable for damages resulting from the failure to furnish any service, and any interruption or failure shall in no manner entitle Tenant to any remedies including abatement of Rent. If at any time during the Lease Term the Project has any type of access control system for the Parking Areas or the Building, Tenant shall purchase access cards for all occupants of the Premises from Landlord at the then Building standard charge.

23. **INTENTIONALLY DELETED.**

24. **GOVERNMENTAL REGULATIONS.** Tenant shall promptly comply with all laws, codes, and ordinances of governmental authorities, including the Americans with Disabilities Act of 1990 as amended (the "ADA"), and all recorded covenants and restrictions affecting the Project, pertaining to Tenant, its conduct of business, and its use and occupancy of the Premises, including the performance of any work to the Common Areas required because of Tenant's specific use (as opposed to general office use) of the Premises or Alterations to the Premises made by Tenant.

25. **SIGNS.** No signage shall be placed by Tenant on any portion of the Project. Landlord shall, at Landlord's expense, install Building standard identification signage at the entrance to the Premises and will provide a single listing of its name in the Building's directory, all in accordance with the criteria adopted from time to time by Landlord for the Building. Any changes or additional listings in the directory shall be furnished (subject to availability of space) for the then Building standard charge.

26. **BROKER.** Landlord and Tenant each represent and warrant that they have neither consulted nor negotiated with any broker or finder regarding the Premises, except the Landlord's Broker and Tenant's Broker. Tenant shall indemnify, defend, and hold Landlord harmless from and against any claims for commissions from any real estate broker other than Landlord's Broker and Tenant's Broker with whom Tenant has dealt in connection with this Lease. Landlord shall indemnify, defend, and hold Tenant harmless from and against payment of any leasing commission due Landlord's Broker and Tenant's Broker in connection with this Lease and any claims for commissions from any real estate broker other than Landlord's Broker and Tenant's Broker with whom Landlord has dealt in connection with this Lease. The terms of this article shall survive the expiration or earlier termination of this Lease.

27. **END OF TERM.** Tenant shall surrender the Premises to Landlord at the expiration or sooner termination of this Lease or Tenant's right of possession in good order and condition, broom-clean, except for reasonable wear and tear. All Alterations made by Landlord to the Premises shall remain Landlord's property on the expiration or sooner termination of the Lease Term. All alterations and improvements made by Tenant to the Premises shall remain Tenant's property subject to Tenant's removal of such alterations upon expiration or termination of the Lease Term. Any Tenant improvements or alterations remaining after Tenant vacates the Premises shall become Landlord's property upon termination or expiration of the Lease Term. On the expiration or sooner termination of the Lease Term, Tenant, at its expense, shall remove from the Premises all of Tenant's personal property, all computer and telecommunications wiring, and all Alterations that Landlord designates by notice to Tenant. Tenant shall also repair any damage to the Premises caused by the removal. Any items of Tenant's property that shall remain in the Premises after the expiration or sooner termination of the Lease Term, may, at the option of Landlord and without

notice, be deemed to have been abandoned, and in that case, those items may be retained by Landlord as its property to be disposed of by Landlord, without accountability or notice to Tenant or any other party, in the manner Landlord shall determine, at Tenant's expense.

28. INTENTIONALLY DELETED.

29. NOTICES. Any notice to be given under this Lease may be given either by a party itself or by its attorney or agent and shall be in writing and delivered by hand, by nationally recognized overnight air courier service (such as FedEx), or by the United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective party at the party's notice address. A notice shall be deemed effective upon receipt or the date sent if it is returned to the addressor because it is refused, unclaimed, or the addressee has moved.

30. EXCUSABLE DELAY. For purposes of this Lease, the term "Excusable Delay" shall mean any delays due to strikes, lockouts, civil commotion, war or warlike operations, acts of terrorism, cyber attacks, acts of a public enemy, acts of bioterrorism, epidemics, pandemics, quarantines, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, inability to obtain any material, utility, or service because of governmental restrictions, inability to obtain building permits for reasons beyond the direct control of the delayed party, hurricanes, floods, or other natural disasters, acts of God, or any other cause beyond the direct control of the party delayed. Notwithstanding anything in this Lease to the contrary, if Landlord or Tenant shall be delayed in the performance of any act required under this Lease by reason of any Excusable Delay, then provided notice of the Excusable Delay is given to the other party within ten (10) days after its occurrence, performance of the act shall be excused for the period of the delay and the period for the performance of the act shall be extended for a reasonable period, in no event to exceed a period equivalent to the period of the delay. If a party fails to so notify the other party within any such ten-day period, such delay shall nevertheless be deemed an Excusable Delay from and after the date that the other party is notified of the delay. The provisions of this article shall not operate to excuse Tenant from the payment of Rent or from surrendering the Premises at the end of the Lease Term, or from the obligations to maintain insurance, and shall not operate to extend the Lease Term. Delays or failures to perform resulting from lack of funds or the increased cost of obtaining labor and materials shall not be deemed delays beyond the direct control of a party.

31. QUIET ENJOYMENT. Landlord covenants and agrees that, on Tenant's paying rent and performing all of the other provisions of this Lease on its part to be performed, Tenant may peaceably and quietly hold and enjoy the Premises for the Lease Term without material hindrance or interruption by Landlord or any other person claiming by, through, or under Landlord, subject, nevertheless, to the terms, covenants, and conditions of this Lease and all existing or future ground leases, underlying leases, or mortgages encumbering the Building.

32. RELOCATION OF TENANT. Landlord may move Tenant from the Premises to a reasonably equivalent space within the Project comparable in size and layout, on not less than sixty (60) days' written notice to Tenant. If Landlord relocates Tenant, Landlord shall perform the interior improvements to the new space of approximate equivalence to the interior improvements in the original Premises and pay the reasonable costs of moving Tenant's property to the new space. Landlord will also reimburse Tenant for reasonable costs of replacement of stationery (based on reasonable quantities on hand as of the date of Landlord's relocation notice), and telecommunications relocation. Such a relocation shall not terminate or otherwise modify this Lease except that from and after the date of the relocation, the "Premises" shall refer to the relocation space into which Tenant has been moved, rather than the original Premises as defined in this Lease. If the rentable area of the relocation space less than the rentable area of the original Premises, then the Base Rent and Tenant's Allocated Share and all other terms of this Lease derived from the area of the Premises shall be appropriately adjusted, as applicable. If the rentable area of the relocation space is more than the rentable area of the original Premises, Tenant's Base Rent, Tenant's Allocated Share and any other costs, expenses or fees shall not increase but shall remain the same provided in this Lease.

33. TERMINATION BY TENANT. Tenant may terminate this Lease pursuant to Section 122.413, *Jacksonville Ordinance Code*, upon thirty (30) days' written notice without penalty or expense to Landlord if an appropriate Tenant-owned property becomes available. Furthermore, in the event sufficient budgeted funds are not available to Tenant at any time during the Lease Term for payment of Base Rent or any other costs, fees or expenses hereunder, Tenant may terminate this Lease upon thirty (30) days' written notice without penalty or expense to the Landlord.

34. **GENERAL PROVISIONS.**

34.1 **Miscellaneous.** The words “including” and “include” and similar words will not be construed restrictively to limit or exclude other items not listed. The word “or” is used in the inclusive sense of “and/or”; the word “any” means “any and all”; and the words “will” and “shall” are intended to express mandatory actions and may be used interchangeably with no difference of meaning or intent for purposes of this Lease. If any provision of this Lease is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Lease shall remain in full force, if the essential provisions of this Lease for each party remain valid, binding, and enforceable. The parties may amend this Lease only by a written agreement of the parties. There are no conditions precedent to the effectiveness of this Lease, other than those expressly stated in this Lease. This Lease may be executed by the parties signing different counterparts of this Lease, which counterparts together shall constitute the agreement of the parties. Landlord and Tenant intend that faxed or PDF format signatures constitute original signatures binding on the parties. This Lease shall bind and inure to the benefit of the heirs, personal representatives, and, except as otherwise provided, the successors and assigns of the parties to this Lease. Each provision of this Lease shall be deemed both a covenant and a condition and shall run with the land. Any liability or obligation of Landlord or Tenant arising during the Lease Term shall survive the expiration or earlier termination of this Lease. Any action brought under or with respect to this Lease must be brought in a court having jurisdiction location in the County in which the Premises is located. Neither this Lease nor any memorandum or other notice of this Lease may be recorded in any public records without the separate express written consent, in recordable form, of Landlord.

34.2 **Radon Gas.** The following notification is provided under Section 404.056(5), 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 health department.”

34.3 **Trade Fixtures and Equipment.** Landlord shall have the right to prescribe the weight and position of all safes, computer facilities and other heavy equipment or trade fixtures at the Leased Premises. Tenant shall not install or operate any heavy equipment or electrically operated equipment or machinery (other than computers, computer peripheral equipment, phone systems and other items normally used in modern offices) without first obtaining the written consent of Landlord. Such consent may be conditioned by Landlord upon the payment by Tenant of additional rent as compensation for the excess consumption of water and/or electricity, and the cost of additional wiring occasioned by the operation of said equipment or machinery. Tenant shall not install any other equipment of any kind which would necessitate changes, replacements or additions to the water system, plumbing system, heating system, air conditioning system or electrical system of the Leased Premises or the Building, without the prior written consent of Landlord, which consent may be conditioned upon the payment by Tenant of the cost of any such changes, replacements or additions to any of said systems.

34.4 **Transfers by Landlord.** Landlord shall have the right to transfer and assign, in whole or in part, its rights and obligations hereunder and in the Project, the Building and the Leased Premises. Such transfers or assignments may be made to any person or entity and are to be recognized by Tenant. If any portion of the Premises is sold, transferred, or leased, or if Landlord’s interest in any underlying lease of the Premises is transferred or sold, Landlord shall be relieved of all existing and future obligations and liabilities under this Lease, provided that the purchaser, transferee, or tenant of the Premises assumes in writing those obligations and liabilities.

34.5 **Corporate Seal.** The scroll seal set forth immediately below the signature of the individual executing this Lease on Tenant’s behalf has been adopted by the corporation as its seal for the purpose of execution of this Lease and the scroll seal has been affixed to this Lease as the seal of the corporation and not as the personal or private seal of the officer executing this Lease on behalf of the corporation.

34.6 **Exhibits.** All exhibits, riders, and addenda attached to this Lease shall, by this reference, be incorporated into this Lease. The following exhibits are attached to this Lease:

- EXHIBIT “A” – Site Plan of the Project**
- EXHIBIT “B” – Location of Premises**

- EXHIBIT "C"** - **Intentionally Left Blank**
- EXHIBIT "D"** - **Rules and Regulations**
- EXHIBIT "E"** - **Tenant Improvements**
- EXHIBIT "F"** - **Base Rent Schedule**
- EXHIBIT "G"** - **Landlord's Insurance Requirements**

35. **CONSTRUCTION; MERGER.** THIS LEASE HAS BEEN NEGOTIATED "AT ARM'S-LENGTH" BY LANDLORD AND TENANT, EACH HAVING THE OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL OF ITS CHOICE AND TO NEGOTIATE THE FORM AND SUBSTANCE OF THIS LEASE. THEREFORE, THIS LEASE SHALL NOT BE MORE STRICTLY CONSTRUED AGAINST EITHER PARTY BECAUSE ONE PARTY MAY HAVE DRAFTED THIS LEASE. THIS LEASE SHALL CONSTITUTE THE ENTIRE AGREEMENT OF THE PARTIES CONCERNING THE MATTERS COVERED BY THIS LEASE. ALL PRIOR UNDERSTANDINGS AND AGREEMENTS HAD BETWEEN THE PARTIES CONCERNING THOSE MATTERS, INCLUDING ALL PRELIMINARY NEGOTIATIONS, LEASE PROPOSALS, LETTERS OF INTENT, AND SIMILAR DOCUMENTS, ARE MERGED INTO THIS LEASE, WHICH ALONE FULLY AND COMPLETELY EXPRESSES THE UNDERSTANDING OF THE PARTIES. THE PROVISIONS OF THIS LEASE MAY NOT BE EXPLAINED, SUPPLEMENTED, OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE OR A PRIOR COURSE OF DEALINGS.

36. **NO RELIANCE.** EACH PARTY AGREES IT HAS NOT RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY, OR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS LEASE.

37. **JURY WAIVER; COUNTERCLAIMS.** LANDLORD AND TENANT KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM INVOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE LANDLORD/TENANT RELATIONSHIP, OR THE PROJECT. TENANT FURTHER WAIVES THE RIGHT TO INTERPOSE ANY PERMISSIVE COUNTERCLAIM OF ANY NATURE IN ANY ACTION TO OBTAIN POSSESSION OF THE PREMISES.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, this Lease has been executed on behalf of Landlord and Tenant as of the Date of this Lease.

WITNESSES:

Signature of Witness 1

Print or type name of Witness 1

Signature of Witness 2

Print or type name of Witness 2

Signature of Witness 1

Print or type name of Witness 1

Signature of Witness 2

Print or type name of Witness 2

GC-#1368126-v6A-Midtown_Center_Office_Lease_JSO_2020-2025.docx

LANDLORD:

Midtown Centre Office, LLC,
a North Carolina Limited Liability Company

By: _____
Name: J. Andrew English
Title: Manager

Date Executed: _____

TENANT:

City of Jacksonville, a political subdivision and
municipal corporation existing under the laws
the State of Florida

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

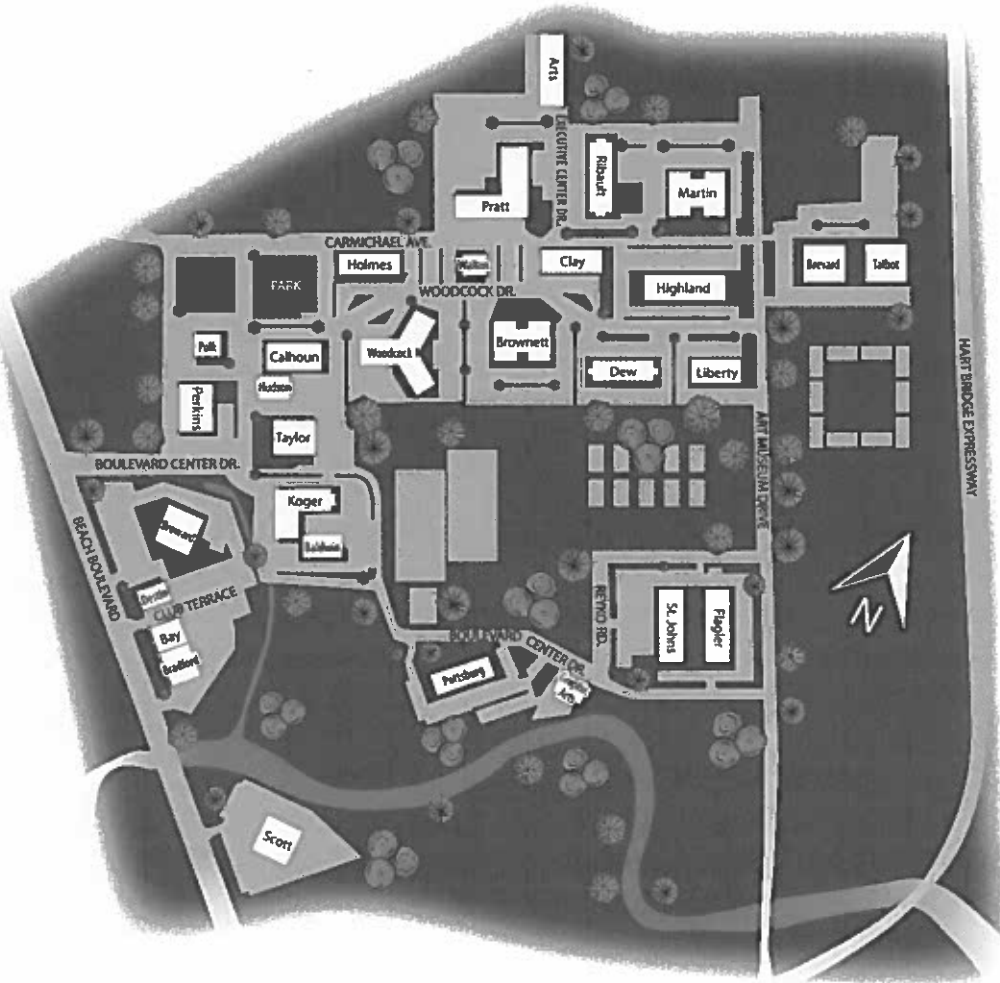
Date Executed: _____

Tenant's Taxpayer Identification Number: _____

EXHIBIT "A"
SITE PLAN OF THE PROJECT



- Arts 1800 Executive Center Drive
- Baldwin 4030 Boulevard Center Drive
- Bay 4519 Beach Boulevard
- Bradford 4539 Beach Boulevard
- Brevard 1809 Art Museum Drive
- Broward 4417 Beach Boulevard
- Brownett 4080 Woodcock Drive
- Calhoun 3974 Woodcock Drive
- Clay 4077 Woodcock Drive
- Destia 4505 Beach Boulevard
- Dew 4140 Woodcock Drive
- Flagler 2015 Art Museum Drive
- Graphic Arts 4124 Boulevard Center Drive
- Highland 4151 Woodcock Drive
- Holmes 4019 Woodcock Drive
- Hudson 1959 Beachway Road
- Koger 3986 Boulevard Center Drive
- Liberty 4160 Woodcock Drive
- Martin 4161 Carmichael Avenue
- Perkins 3947 Boulevard Center Drive
- Polk 1934 Beachway Road
- Pottsbury 4070 Boulevard Center Drive
- Pratt 4057 Carmichael Avenue
- Ribault 1851 Executive Center Drive
- Scott 4811 Beach Boulevard
- St. Johns 2055 Reyko Road
- Talbot 1801 Art Museum Drive
- Taylor 1965 Beachway Road
- Walton 4049 Woodcock Drive
- Woodcock 4040 Woodcock Drive



midlowcentre.com

EXHIBIT "A"
LEGAL DESCRIPTION



APPROXIMATELY 3,629 SQUARE FEET OF OFFICE SPACE LOCATED ON THAT CERTAIN PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 18947 PAGE 1463 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1 – ARTS BUILDING / 3100 BUILDING

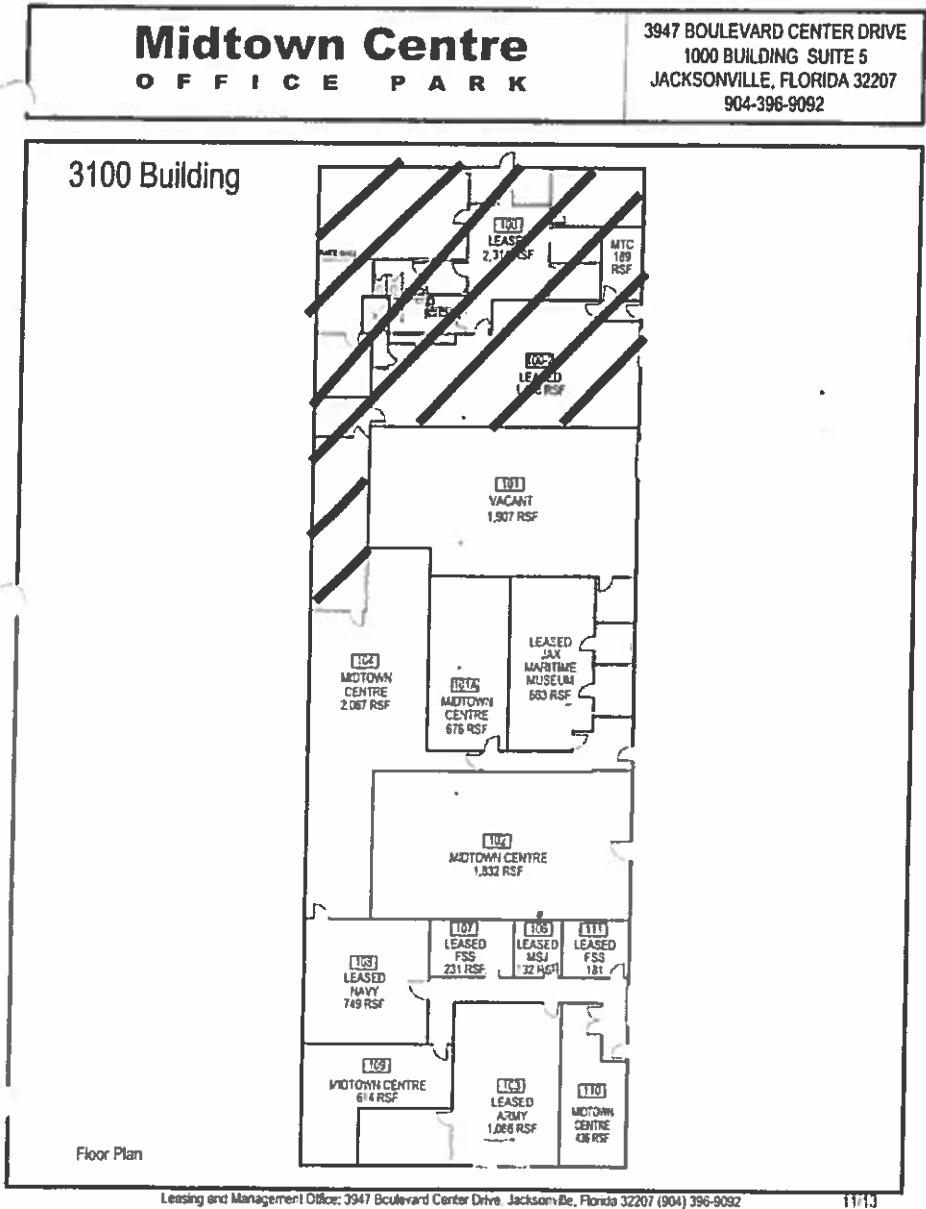
THAT CERTAIN TRACT OR PARCEL OF LAND, SITUATE, LYING AND BEING A PART OF THE F, RICHARD GRANT, SECTION 52, TOWNSHIP 2 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ART MUSEUM DRIVE (FORMERLY HIGHLAND AVENUE, A 40' R/W) WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CARMICHAEL AVENUE (50' R/W); THENCE SOUTH 49°41'20" WEST, 560.22 FEET ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF CARMICHAEL AVENUE TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF EXECUTIVE CENTER DRIVE (60' R/W); THENCE NORTH 38°23'55" WEST, 336.54 FEET ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF EXECUTIVE CENTER DRIVE TO THE NORTHERLY TERMINUS OF SAID EXECUTIVE CENTER DRIVE, SAID POINT BEING IN THE NORTHEASTERLY LINE OF THAT CERTAIN PROPERTY DESCRIBED IN DEED BOOK 1264, PAGE 195, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, SAID POINT ALSO BEING THAT CERTAIN 90° ANGLE POINT IN THE PROPERTY LINE DESCRIBED IN DEED BOOK 2511, PAGE 215 OF SAID PUBLIC RECORDS, SAID POINT BEING THE POINT OF BEGINNING; THENCE NORTH 40°18'40" WEST, 25.87 FEET; THENCE NORTH 39°25'12" WEST, 242.85 FEET; THENCE SOUTH 63°08'50" WEST, 100.00 FEET; THENCE SOUTH 32°43'34" EAST, 219.08 FEET; THENCE SOUTH 60°19'20" WEST, 43.97 FEET; THENCE SOUTH 40°18'40" EAST, 84.85 FEET; THENCE NORTH 49°41'20" EAST 116.77 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID EXECUTIVE CENTER DRIVE; THENCE ALONG THE NORTHEASTERLY TERMINUS OF SAID EXECUTIVE CENTER DRIVE, NORTH 49°41'20" EAST, 60.03 FEET TO THE POINT OF BEGINNING.

APPROVED
DESCRIPTION AGREES
WITH MAP
CITY ENGINEERS OFFICE
TOPO/SURVEY BRANCH
By *DW* Date *4-02-21*

EXHIBIT "B"

LOCATION OF PREMISES



The above plan is diagrammatic only and intended to show the general location of the Premises and is not a representation by Landlord as to any other improvements or tenants shown any of which may change from time to time.

EXHIBIT "C"

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EXHIBIT "D"

RULES AND REGULATIONS

1. The sidewalks and public portions of the Project, such as entrances, passages, courts, parking areas, elevators, vestibules, stairways, corridors, or halls shall not be obstructed or encumbered by the Tenant Parties or Tenant's invitees nor shall they be used for any purpose other than ingress and egress to and from the Premises.

2. No awnings or other projections shall be attached to the outside walls of the Project. No curtains, blinds, shades, louvered openings, or screens or anything else which may be visible from outside the Building shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord. No aerial or antenna shall be erected on the roof or exterior walls of the Premises or on the Project.

3. No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by Tenant on any part of the outside of the Premises or Project or on corridor walls or doors or mounted on the inside of any windows or within the interior of the Premises, if visible from the exterior of the Premises. Signs on any entrance door or doors shall conform to Project standards and shall, at Tenant's expense, be inscribed, painted, or affixed for Tenant by sign makers approved by Landlord.

4. The sashes, sash doors, skylights, windows, heating, ventilating, and air conditioning vents and doors that reflect or admit light and air into the halls, passageways, or other public places in the Project shall not be covered or obstructed by the Tenant Parties. No bottles, parcels, or other articles shall be placed outside of the Premises.

5. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Project, nor placed in the public halls, corridors, or vestibules.

6. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown in them. All damages resulting from any misuse of fixtures shall be borne by the Tenant who, or whose employees, agents, or invitees, shall have caused the damages.

7. No animals of any kind (except dogs recognized as service animals under applicable law that are individually trained to do work or perform tasks for people with disabilities) shall be brought on the Premises or Project with the additional exception that Tenant K-9 units/dogs are allowed on the Premises and Project.

8. The Premises shall not be used for cooking, except that use by Tenant of Underwriters' Laboratory-approved equipment for brewing coffee, tea, hot chocolate, and similar beverages and a microwave oven for food warming shall be permitted, provided that such equipment and use is in accordance with all applicable governmental requirements. Except for standard residential type refrigerator and microwave oven, no refrigeration or heating equipment may be placed inside the Premises without the prior written consent of Landlord in each instance. Tenant shall not cause or permit any unusual or objectionable odors to be produced on or permeate from the Premises.

9. No office space in the Project shall be used for the distribution or for the storage of merchandise or for the sale at auction or otherwise of merchandise, goods, or property of any kind.

10. Tenant shall not make or permit to be made any unseemly or disturbing noises, radio frequency or electromagnetic or radio interference, or vibrations, or disturb, harass, or interfere with occupants of the Project or neighboring premises or those having business with them, or Landlord's agents or employees, or interfere with equipment of Landlord or occupants of the Project, whether by the use of any musical instrument, radio, television, machines or equipment, unmusical noise, or in any other way, including use of any wireless device or equipment. Tenant shall not throw anything out of the doors or windows or down the corridors, stairwells, or elevator shafts of the Project.

11. Landlord shall, at Tenant's expense, have a valid pass key to all spaces within the Premises at all times during the Lease Term. No additional locks or bolts of any kind shall be placed on any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism of the locks, without the prior written consent of the Landlord and unless and until a duplicate key is delivered to Landlord. Tenant must, on the termination of its tenancy, restore to the Landlord all keys to stores, offices, and toilet rooms, either furnished to or otherwise procured by Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay Landlord for the replacement cost of them.

12. All deliveries, removals, or the carrying in or out of any safes, freights, furniture, or bulky matter of any description may be accomplished only with the prior approval of Landlord and then only in approved areas, through the approved loading/service area doors, using the freight elevator only, during approved hours, and otherwise in accordance with Landlord's requirements. Tenant shall assume all liability and risk concerning these movements. All hand trucks must be equipped with rubber tires and side guards. Landlord may restrict the location where heavy or bulky matters may be placed inside the Premises. Landlord reserves the right to inspect all freight to be brought into the Project and to exclude all freight that can or may violate any of these Rules and Regulations or other provisions of this Lease.

13. Tenant shall not, unless otherwise approved by Landlord in its sole and absolute discretion, occupy or permit any portion of the Premises demised to it to be occupied as, by, or for a public stenographer or typist, barber shop, bootblacking, beauty shop or manicuring, beauty parlor, telephone agency, telephone or secretarial service, messenger service, travel or tourist agency, a personnel or employment agency, restaurant or bar, commercial document reproduction or offset printing service, ATM or similar machines, retail, wholesale, or discount shop for sale of merchandise or food, retail service shop, labor union, school, classroom, or training facility, an entertainment, sports, or recreation facility, dance or music studio, an office or facility of a foreign consulate or, a place of public assembly (including a meeting center, theater, or public forum), a facility for the provision of social welfare or clinical health services, a medical or health care office of any kind, a telemarketing facility, a customer service call center, a firm the principal business of which is real estate brokerage, a company engaged in the business of renting office or desk space, a public finance (personal loan) business, or manufacturing, or any other use that would, in Landlord's reasonable opinion, impair the reputation or quality of the Project, overburden any of the Building systems, Common Areas, or Parking Areas (including any use that would create a population density in the Premises which is in excess of the density which is standard for the Building), impair Landlord's efforts to lease space or otherwise interfere with the operation of the Project, unless Tenant's Lease expressly grants permission to do so. Tenant shall not operate or permit to be operated on the Premises any ATM, coin or token operated vending machine or similar device (including telephones, lockers, toilets, scales, amusement devices, and machines for sale of beverages, foods, candy, cigarettes, or other goods), except for those vending machines or similar devices that are for the sole and exclusive use of Tenant's employees, and then only if operation of the machines or devices does not violate the lease of any other tenant of the Project.

14. Tenant shall not create or use any advertising mentioning or exhibiting any likeness of the Project without the prior written consent of Landlord. Landlord shall have the right to prohibit any advertising that, in Landlord's reasonable opinion, tends to impair the reputation of the Project or its desirability as a building for offices, and on notice from Landlord, Tenant shall discontinue the advertising.

15. Tenant shall be responsible for all its Parties who have been issued a pass at the request of Tenant and shall be liable to Landlord for all acts of those persons.

16. The Premises shall not be used for lodging or sleeping, or for any immoral, disreputable, or illegal purposes, or for any purpose that may be dangerous to life, limb, or property.

17. Any maintenance requirements of Tenant will be attended to by Landlord only on application at the Landlord's management office for the Project. Landlord's employees shall not perform any work or do anything outside of their regular duties, unless under specific instructions from the office of Landlord.

18. Canvassing, soliciting, and peddling within the Project is prohibited and Tenant shall cooperate to prevent such activities.

19. In order to obtain maximum effectiveness of the cooling system, Tenant shall lower and/or close Venetian or vertical blinds, shades or drapes when the sun's rays fall directly on the exterior windows of the Premises.

20. If, in Landlord's reasonable opinion, the replacement of ceiling tiles becomes necessary after they have been removed on behalf of Tenant by telecommunications company installers or others (in both the Premises and the public corridors), the cost of replacements shall be charged to Tenant on a per-tile basis.

21. All paneling or other wood products not considered furniture that Tenant shall install in the Premises shall be of fire retardant materials. Before the installation of these materials, Tenant shall submit to Landlord a satisfactory (in the reasonable opinion of Landlord) certification of the materials' fire retardant characteristics.

22. Tenant shall have the right of non-exclusive use, in common with others, the parking areas in a ratio of four (4) spaces per 1,000 square feet for the site plan. The Tenant Parties and their invitees shall not be permitted to occupy at any one time more than the number of parking spaces in the Parking Areas permitted in the Lease (including any parking spaces reserved exclusively for Tenant). Usage of parking spaces shall be in common with all other tenants of the Project and their employees, agents, contractors, and invitees. All parking space usage shall be subject to any reasonable rules and regulations for the safe and proper use of parking spaces that Landlord may prescribe. Tenant Parties and their invitees shall abide by all posted roadway signs in and about the Parking Areas. Landlord shall have the right to tow or otherwise remove vehicles of the Tenant Parties and their invitees that are improperly parked, blocking ingress or egress lanes, or violating parking rules, at the expense of Tenant or the owner of the vehicle, or both, and without liability to Landlord. Upon request by Landlord, Tenant shall furnish Landlord with the license numbers and descriptions of any vehicles of the Tenant Parties. Tenant acknowledges that reserved parking spaces, if any, shall only be reserved during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Legal Holidays excluded. Parking spaces may be used for the parking of passenger vehicles only and shall not be used for parking commercial vehicles or trucks (except sports utility vehicles, mini-vans, and pick-up trucks utilized as personal transportation), boats, personal watercraft, or trailers. No parking space may be used for the storage of equipment or other personal property. Vehicles shall be parked only in striped parking spaces, except for loading and unloading, which shall occur solely in zones marked for such purpose, and be so conducted as to not unreasonably interfere with traffic flow within the Project or with loading and unloading areas of other tenants. Employee and tenant vehicles shall not be parked in spaces marked for visitor parking or other specific use. All vehicles entering or parking in the parking areas shall do so at owner's sole risk and Landlord assumes no responsibility for any damage, destruction, vandalism or theft. Overnight parking in the Parking Areas is prohibited. Landlord, in Landlord's sole and absolute discretion, may establish from time to time a parking decal or pass card system, security check-in, or other reasonable mechanism to restrict parking in the Parking Areas. Landlord reserves the right to charge Tenant an administrative fee of \$50.00 per violation of the foregoing rules.

23. All trucks and delivery vans shall be parked in designated areas only and not parked in spaces reserved for cars. All delivery service doors are to remain closed except during the time that deliveries, garbage removal, or other approved uses are taking place. All loading and unloading of goods shall be done only at the times, in the areas, and through the entrances designated for loading purposes by Landlord.

24. Tenant shall be responsible for the removal and proper disposition of all crates, oversized trash, boxes, and items termed garbage from the Premises. The corridors and parking and delivery areas are to be kept clear of these items. Tenant shall provide convenient and adequate receptacles for the collection of standard items of trash and shall facilitate the removal of trash by Landlord. Tenant shall ensure that liquids are not disposed of in the receptacles.

25. Landlord shall not be responsible for lost or stolen personal property, equipment, or money occurring anywhere on the Project, regardless of how or when the loss occurs.

26. Tenant shall not conduct any business, loading or unloading, assembling, or any other work connected with Tenant's business in any public areas.

27. Tenant shall give Landlord prompt notice of all accidents to or defects in air conditioning equipment, plumbing, and electric facilities, or any part or appurtenance of the Premises.

28. Tenant agrees and fully understands that the overall aesthetic appearance of the Project is of paramount importance; thus Landlord shall maintain complete aesthetic control over any and every portion of the Premises visible from outside the Premises including all fixtures, equipment, signs, exterior lighting, plumbing fixtures, shades, awnings, merchandise, displays, art work, wall coverings, or any other object used in Tenant's business. Landlord's control over the visual aesthetics shall be complete and arbitrary. Landlord will notify Tenant in writing of any aesthetic deficiencies and Tenant will have seven days to correct the deficiencies to Landlord's satisfaction or Tenant shall be in default of this Lease and the Default article shall apply.

29. Tenant shall not install, operate, or maintain in the Premises or in any other area, any electrical equipment that does not bear the U/L (Underwriters Laboratories) seal of approval, or that would overload the electrical system or any part of the system beyond its capacity for proper, efficient, and safe operation as determined by Landlord, taking into consideration the overall electrical system and the present and future requirements therefor in the Project. Tenant shall not furnish any cooling or heating to the Premises, including the use of any electronic or gas heating devices except as may otherwise be provided in the Lease.

30. Smoking is only permitted in such areas as Landlord may from time to time designate. Landlord shall have the right, but not the obligation, to designate an area or areas as "Designated Smoking Areas." Landlord shall have the right to change such Designated Smoking Areas and to enact future rules and regulations concerning smoking in such Designated Smoking Areas, including the right in Landlord's discretion, to prohibit smoking in the Designated Smoking Areas or the right to refuse to designate Designated Smoking Areas. Tenant agrees to comply in all respects with Landlord's prohibition and regulation of smoking and to enforce compliance against its employees, agents, invitees and other persons under the control and supervision of Tenant. "Smoking" means inhaling, exhaling, vaping, burning, or carrying any lighted cigar, cigarette, pipe, or other smoking or nicotine delivery system or equipment or device in any manner or form, whether electronic or otherwise.

31. Tenant shall not allow the Premises to be occupied by more than five (5) persons per 1,000 square feet of rentable area.

32. Tenant will take all steps necessary to prevent: inadequate ventilation, emission of chemical contaminants from indoor or outdoor sources, or both, or emission of biological contaminants. Tenant will not allow any unsafe levels of chemical or biological contaminants (including volatile organic compounds ["VOCs"]) in the Premises, and will take all steps necessary to prevent the release of contaminants from adhesives (for example, upholstery, wallpaper, carpet, machinery, supplies, and cleaning agents) and excess VOC levels.

33. Tenant shall comply with any recycling programs for the Project implemented by Landlord from time to time.

34. Tenant shall not obtain for use in the Premises ice, drinking water, towel, barbering, bootblacking, floor polishing, lighting maintenance, cleaning, or other similar services from any persons not authorized by Landlord in writing to furnish the services.

35. Tenant shall not place a load on any floor of the Premises exceeding the floor load per square foot area that such floor was designed to carry. Landlord reserves the right to prescribe the weight limitations and position of all heavy equipment and similar items, and to prescribe the reinforcing necessary, if any, that in the opinion of Landlord may be required under the circumstances, such reinforcing to be at Tenant's expense.

36. All contractors performing work to the structure or systems of the Project must be approved by Landlord.

37. Tenant shall comply with all rules and regulations imposed by Landlord as to any messenger center Landlord may establish for the Project and as to the delivery of letters, packages, and other items to the Premises by messengers.

38. Landlord reserves the right to grant or deny access to the Project to any telecommunications service provider that is not currently serving the Project. Access to the Project by any telecommunications service provider

(unless through Landlord's current Building telecommunications provider's lines) shall be governed by the terms of Landlord's standard telecommunications license agreement and access fees, which must be executed and delivered to Landlord by such provider before it is allowed any access whatsoever to the Project.

39. No vinyl wall covering may be installed on any interior side of any wall which comprises an exterior wall of the Building, unless the wall covering was manufactured using a micro-venting procedure having no less than 140 needle/venting holes per square inch, and Tenant shall provide a letter from the wall covering manufacturer confirming such process.

40. Tenant may install a wireless data or communications system (or similar system) ("Wi-Fi Network") for intranet, internet, or other communications purposes within the Premises. Such Wi-Fi Network shall not interfere with the use or operation of any other space within the Project, including the operations of any tenant, licensee, concessionaire, or other occupant of the Building. Landlord shall have the sole right to determine if Tenant's Wi-Fi Network is causing interference. Should any interference occur, Tenant shall take all necessary steps as soon as commercially practicable and no later than three (3) calendar days following such occurrence to correct the interference. If such interference continues after such three (3) calendar day period, Tenant shall immediately cease operating the Wi-Fi Network until such interference is corrected or remedied to Landlord's satisfaction. Tenant shall limit Wi-Fi Network use solely to Tenant's employees within the Premises. Tenant shall indemnify, hold harmless, and defend Landlord (except for matters directly resulting from Landlord's gross negligence or willful misconduct) against all claims, losses, or liabilities arising as a result of Tenant's use or construction of any Wi-Fi Network. Tenant acknowledges that Landlord has granted and/or may grant leases, licenses, or other rights to operate a WI-FI Network to other tenants and occupants of the Project and to telecommunication service providers.

41. All wiring, cabling, or conduit and/or cable bundles installed in the Premises or the Building by or at the request of Tenant shall: (a) be plenum rated and/or have a composition suited for its use in accordance with NFPA 70/National Electrical Code; (b) be "low combustible" cable or wiring, as applicable; (c) be labeled with Tenant's name and the use to which such wiring or cabling, as applicable, is being put every 30 linear feet (and at the point of origination and destination as well) in order to identify such cabling or wiring as belonging to Tenant; (d) be installed in accordance with, and comply with the requirements of, the EIA/TIA standards, the National Electric Code, and any other fire and safety codes applicable to the Building; and (e) be installed and routed in accordance with a routing plan, approved in writing by Landlord, prior to installation, showing "as built" or "as installed" configurations or cable pathways, outlet identification numbers, locations of all wall, ceiling, and floor penetrations, riser cable routing, and conduit routing if applicable. All vertical wiring shall be installed within conduits.

42. Landlord may, on request by any tenant, waive compliance by the tenant with any of the Rules and Regulations provided that (a) no waiver shall be effective unless in writing and signed by Landlord or Landlord's authorized agent, (b) a waiver shall not relieve the tenant from the obligation to comply with the rule or regulation in the future unless expressly consented to by Landlord, and (c) no waiver granted to any tenant shall relieve any other tenant from the obligation of complying with the Rules and Regulations unless the other tenant has received a similar waiver in writing from Landlord.

43. Whenever these Rules and Regulations directly conflict with any of the rights or obligations of Tenant under this Lease, this Lease shall govern.

EXHIBIT "E"

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EXHIBIT "F"

BASE RENT SCHEDULE

The Base Rent for the Lease Term shall be as follows:

JSO Initial Rent Schedule			
PERIOD	RENT RATE (per ft²)	MONTHLY	ANNUALLY
___ 1, 2021 – ___ 30, 2022	\$16.50	\$4,989.88	\$59,878.00
___ 1, 2022 – ___ 30, 2023	\$17.00	\$5,141.08	\$61,693.00
___ 1, 2023 – ___ 30, 2024	\$17.51	\$5,295.32	\$63,543.79
___ 1, 2024 – ___ 30, 2025	\$18.04	\$5,455.60	\$65,467.16
___ 1, 2025 – ___ 30, 2026	\$18.58	\$5,618.90	\$67,426.82
JSO Renewal Rent Schedule			
PERIOD	RENT RATE (per ft²)	MONTHLY	ANNUALLY
___ 1, 2026 – ___ 30, 2027	\$19.14	\$5,788.26	\$69,459.06
___ 1, 2027 – ___ 30, 2028	\$19.71	\$5,960.63	\$71,527.59
___ 1, 2028 – ___ 30, 2029	\$20.30	\$6,139.06	\$73,668.70
___ 1, 2029 – ___ 30, 2030	\$20.91	\$6,323.52	\$75,882.39
___ 1, 2030 – ___ 30, 2031	\$21.54	\$6,514.06	\$78,168.66

EXHIBIT "G"

LANDLORD'S INSURANCE REQUIREMENTS

Without limiting its liability under this Lease, Landlord shall at all times during the term of this Lease procure prior to Tenant taking possession of the Premises and maintain at its sole expense during the life of this Lease, insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits	
Worker's Compensation Employer's Liability	Florida Statutory Coverage	
	\$ 100,000 Each Accident	
	\$ 500,000 Disease Policy Limit	
	\$ 100,000 Each Employee/Disease	
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

This insurance shall cover the Landlord 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.

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

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).

Property Insurance

Such insurance shall be on a form acceptable to the Tenant's Office of Insurance and Risk Management. The Property Insurance policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The amount of insurance shall be at least the full replacement value of Landlord's building in which the Premises is located. The Property Insurance policy shall not be subject to a coinsurance clause.

Additional Insurance Provisions

- A. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of Tenant and its members, officials, officers employees and agents.
- B. Landlord's Insurance Primary. The insurance provided by the Landlord shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by Tenant or any of Tenant's members, officials, officers, employees and agents.
- C. 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 Landlord. Under no circumstances will Tenant and/or its members, officers, directors, employees, representatives, and/or agents be responsible for paying any deductible or self-insured retentions related to this Lease.
- D. Landlord's Insurance Additional Remedy. Compliance with the insurance requirements of this Lease shall not limit the liability of the Landlord or its contractors, subcontractors, employees or agents to the Tenant or others. Any remedy provided to Tenant or Tenant'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.
- E. Waiver/Estoppel. Neither approval by Tenant nor failure to disapprove the insurance furnished by Landlord shall relieve Landlord of Landlord's full responsibility to provide insurance as required under this Lease.
- F. Certificates of Insurance. Landlord shall provide Tenant certificates of insurance that show the corresponding City Lease/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.
- G. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, or a company that is declared as an approved Surplus Lines carrier under Chapter 626, Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- H. Notice. Landlord shall provide an endorsement issued by the insurer to provide Tenant 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, Landlord shall provide said thirty (30) days' written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- I. Survival. Anything to the contrary notwithstanding, the liabilities of Landlord under this Lease shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- J. Special Provisions. Prior to executing this Lease, Landlord shall present this Lease, including Exhibit G to its insurance agent affirming that: 1) the agent has personally reviewed the insurance requirements of the Lease, and (2) the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Landlord.