SUBJECT: RFQ FOR DESIGN BUILD SERVICES VERTICAL/ARCHITECTURAL (VERTICAL) DESIGN BUILD PROJECTS

BID # CDB-0133-21 **OPEN DATE: 9/1/2021**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD

AGENCY: PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 4 **NUMBER RECEIVED: 7** **OTHER: 0**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to amend the award with Auld & White Constructors, LLC (contract # 71908-22), preconstruction phase for the Jacksonville Fire and Rescue Department (JFRD) Health and Wellness Center as outlined in the attached Scope and Fee Summary, Exhibit F-1, known as Amendment 5A, in the amount of $107,496.41 to be completed within 112 days from Notice to Proceed.

Funding Source: 33101.127001.565050.010555.00000000.00000.0000000 -
To be executed by formal contract amendment through Office of General Counsel and encumbered by purchase order.

ATTACHMENTS: Recommendation Memo, Exhibit F-1, and Previous Awards

ANALYST: BENJAMIN KEMP **RESPECTFULLY SUBMITTED:** DUSTIN FREEMAN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: **Robin G. Smith, P.E., Chief, Engineering and Construction Management**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING_____ MEMBERS DISAPPROVING_____ DATE:_____

_____ _____ OTHER_____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED_____ DISAPPROVED: _____

OTHER: _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Public Works
Engineering & Construction Management Division
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
(904) 255-8762
Jacksonville.gov

A NEW DAY

January 16, 2024

TO: Dustin Freeman
Chief of Procurement

THRU: Nina Sickler, P.E.
Director of Public Works

FROM: Robin Smith, P. E.
Chief, Engineering and Construction Management Division

Keith Powers
Director, Fire & Rescue

SUBJECT: Amendment 5A CDB-0133-21 Contract 71908-22
Auld & White Constructors, LLC
Design Build Services: Jacksonville Fire and Rescue Department (JFRD) Health & Wellness Center

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Based on the Design Criteria Package developed by City engineers, the Department of Public Works, in accordance with Design/Build CDB-0133-21, Contract 71908-22, has completed negotiations with Auld & White Constructors, LLC for the preconstruction phase for the Jacksonville Fire and Rescue Department (JFRD) Health & Wellness Center. Negotiations have resulted in the GMP amount of $107,496.41, as indicated on the attached Scope and Fee Summary F-1 and allowing for completion of the work within 112 days from the Notice to Proceed. Auld & White Constructors, LLC is committed to meeting the 20% JSEB participation goals established for the contract.

Accordingly, this is to recommend that contract 71908-22, originally executed August 17, 2022, for CDB-0133-21 between the City and Auld & White Constructors, LLC, Inc for Design Build Services Vertical/Architectural (Vertical) Design Build Projects be amended to incorporate the attached Scope and Fee Summary, Exhibit F-1 for Jacksonville Association of Firefighters (JAFF) Health & Wellness Center, known as Amendment 5A.

To be encumbered as follows:

33101.127001.565050.010555.00000000.00000.0000000		
Split Distribution: Award No. 33101-341100 50% Award No. 33101-381910 50%		$53,748.21 $53,748.20
TOTAL		$107,496.41

RGS/lw

Attachment: Exhibit F-1

cc: Maria Williams, P.E. Engineering and Construction Management

EXHIBIT F-1

AULD & WHITE
CONSTRUCTORS • LLC

January 10, 2024

Re: Jacksonville Association of Firefighters Health & Wellness Center
Phase 1 - COA Application Proposal

Maria Williams
City of Jacksonville Engineering Department
214 N. Hogan Street
Jacksonville, Florida 32202

Dear Maria:

Auld & White Constructors, LLC (AWC) is pleased to submit our proposal for compiling documents needed for Certificate of Appropriateness (COA) application to Jacksonville Historic Preservation Committee (JHPC) for Jacksonville Association of Firefighters (JAFF) Health & Wellness Center at 618 Stockton Street.

Our fee is based on the Design Criteria Package emailed on 10/23/2023 and discussions with COJ City Planning on 11/8/2023. It is anticipated that JHPC will allow the demolition of the two existing flat-roofed church buildings. The resulting vacant land area will be occupied by a new 9,000 SF single-story facility. The existing historic church sanctuary will remain on site.

Phase 1 COA Application Proposal – Preparation of one Certificate of Appropriateness (COA) application to JHPC for the new construction with details regarding the demolition required within that application. Scope includes:

1. An allowance of $40,000 for DMH&D to compile documents and submission of COA application.
2. Historical architectural and structural engineer assessment required for COA application.
3. Architectural design study services to develop a schematic design for the new JAFF Health & Wellness Center. No Mechanical, Electrical, Fire Protection or Plumbing services are included for this design phase.
4. Owner will acquire a City Development Number and will initiate the rezoning process. Any costs associated with the rezoning process will be by Owner. It is anticipated that this process will run concurrently with the COA application and may not be complete prior to JHPC review.
5. It is anticipated that a Phase 1 Cultural Resource Assessment Survey (CRAS) will not be required. No costs are included for this scope of work.
6. No costs are included for Building 2 renovations of existing historic Woodlawn Baptist Church Sanctuary.

Preconstruction Phase duration is 16 weeks.

Total COA Application Fee Proposal: $ 107,496.41

If you have any questions or need further clarification, please feel free to contact me at (904) 296-2555 or (904) 806-2563. Thank you for this opportunity and we look forward to working with the City of Jacksonville, Jacksonville Fire & Rescue Department, and Jacksonville Association of Firefighters on another successful project.

Sincerely,

Cindy Reis

Cindy Reis
Project Development Manager – Public Sector

attachments

Exhibit B EXHIBIT F-1

CONTRACT FEE SUMMARY FORMAT FOR ENGINEERING DIVISION
CITY OF JACKSONVILLE, FLORIDA

PART I - GENERAL

1. Project COJ - JAOF Health & Wellness Clinic COA Application Fee Proposal	**2. Proposal No. / Contract No.** CDB-0133-21
3. Name of Consultant Auld & White Constructors LLC	**4. Date of Proposal** January 9, 2024

PART II - LABOR RELATED COSTS

5. Direct Labor (Limiting Amount)	Hourly Rate	Estimated Hours	Estimated Cost	TOTAL
Project Executive	$ 80.74	8	$ 645.93	
Project Manager	$ 74.07	24	$ 1,777.78	
Director of Preconstruction	$ 75.93	20	$ 1,518.52	
Director of Estimating	$ 75.93	0	$ 0.00	
Estimator	$ 66.67	0	$ 0.00	
Constructability Review Specialist	$ 68.52	0	$ 0.00	
Permit Expediter	$ 35.19	0	$ 0.00	
Construction/Estimating Assistant	$ 25.93	4	$ 103.70	
TOTAL DIRECT LABOR	$ 72.25	56		$ 4,045.93
6. Overhead (Combined Fringe Benefit & Administrative)				
Overhead Rate		170 % x Total Direct Labor		$ 6,878.08
7. SUBTOTAL: Labor + Overhead (Items 5 & 6)				**$ 10,924.01**
8. PROFIT: Labor Related Costs (Item 7)		x	**10%**	$ 1,092.40
SUBCONSULTANT COORDINATION			**7.5%**	**$ 6,823.50**

PART III - OTHER COSTS

9. Miscellaneous Direct Costs (Lump Sum)		
Printing	$ 500.00	
Renderings	$ 4,000.00	
MISCELLANEOUS DIRECT COSTS SUB-TOTAL		$ 4,500.00
10. REIMBURSABLE COSTS (Limiting Amount)		
	$	
REIMBURSABLES COSTS SUB-TOTAL (Reimb/NTE)		$ -
11. SUBCONTRACTS (Reimbursable/Not to Exceed)		
LS3P (Architectural Schematic Design)	$ 40,850.00	
DMH&D Allowance (COA/LUA/PUD)	$ 40,000.00	
Robbins Design Studio (Arch & Struc Assessment)	$ 10,130.00	
	$	
	$	
SUB-TOTAL SUBCONTRACTS		$ 90,980.00

PART IV - SUMMARY

TOTAL AMOUNT OF CONTRACT (Lump Sum Plus Reimbursables) (Items 5, 6, 8, 9, 10, and 11)	**$ 107,496.41**
12. TOTAL PRIOR CONTRACT AMOUNT	N.A.
TOTAL AMENDED CONTRACT AMOUNT	**$ 107,496.41**

Cindy Reis

From: Cyndy K. Trimmer <CTrimmer@drivermcafee.com>
Sent: Monday, December 18, 2023 12:46 PM
To: Cindy Reis
Subject: RE: Cultural Resource issues, RE: Jacksonville Firefighters Health & Wellness Center - 618 Stockton

EXTERNAL EMAIL - EXERCISE CAUTION OPENING LINKS OR ATTACHMENTS

You don't often get email from ctrimmer@drivermcafee.com. Learn why this is important

I just left him another message. If required, it would need to be through a consultant. Best to include it as a line item to be on the safe side but hope that we can forego it with their blessing.

We're billing hourly directly to JAOF. I'd suggest $40k for the COA/LUA/PUD.

DMH&D
Cyndy K. Trimmer
(904) 807-0185
(202) 607-4789 cell
ctrimmer@drivermcafee.com

This e-mail is intended solely for the use of the individual to whom it is addressed and may contain information that is privileged, confidential or otherwise exempt from disclosure under applicable law. If the reader of this e-mail is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please notify us immediately by telephone and return the original e-mail to us at the listed e-mail address. Thank you.

From: Cindy Reis <creis@auld-white.com>
Sent: Monday, December 18, 2023 12:07 PM
To: Cyndy K. Trimmer <CTrimmer@drivermcafee.com>
Subject: RE: Cultural Resource issues, RE: Jacksonville Firefighters Health & Wellness Center - 618 Stockton

Hi Cyndy,

I know you were trying to keep this offline...did you get any kind of feel from Arimus about whether or not we will need a CRAS? If one is required, would we do that through you or would we need to request that from a consultant such as Alpha EnviroTech Consulting?

COJ has requested that we prepare a fee proposal for 30% conceptual design and I'd like to make sure we anticipate whatever fees we may encounter. Even if they are just allowances which we may not need. That being said, what about your fees? What kind of allowance should we include for DMH&D to get us through Historical Commission?

Thanks,
Cindy

Cindy Reis

From: Cyndy K. Trimmer <CTrimmer@drivermcafee.com>
Sent: Friday, December 8, 2023 6:11 PM
To: Cindy Reis; randywyse@comcast.net; Chuck Baldwin - Jacksonville Association of Fire Fighters (chuckbaldwin@yahoo.com); tomnorman@ls3p.com; Williams, Maria
Cc: Steve Diebenow; Michael D. Sittner; Kellyn M. Whitson
Subject: RE: 618 Stockton Project - Historical Commission Review Requirements
Attachments: FL Master Site File - 618 Stockton Street (00398019xAF098).PDF

EXTERNAL EMAIL - EXERCISE CAUTION OPENING LINKS OR ATTACHMENTS

> You don't often get email from ctrimmer@drivermcafee.com. Learn why this is important

Hi team,

The Florida Master Site File for the building is attached. We got confirmation from Arimus today that we can streamline the process a bit. Rather than having to file two separate applications, we can file a COA for the new construction, and include detail regarding the demolition required within that application.

The attachments for the application for demolition are as follows:

1. Written Statement
    a. The historic or architectural significance of the building or structure;
    b. The importance of the building or structure to the ambience of the historic district;
    c. The difficulty or the impossibility of reproducing such a building or structure because of its design, texture, material, detail or unique location;
    d. Whether the building or structure is one of the last remaining examples of its kind in the neighborhood, the County or the region;
    e. Whether the property no longer contributes to an historic district or no longer has significance as an historic, architectural or archaeological landmark
    f. Whether there are definite plans for reuse of the property if the proposed demolition is carried out, and what effect of those plans on the character of the surrounding area would be;
2. Letter from Engineer
    a. The difficulty or the impossibility of saving the building or structure from collapse
3. Statement of Economic Viability
    a. Whether the building or structure is capable of earning reasonable economic return on its value;
    b. Whether there are other feasible alternatives to demolition;
    c. Whether it would be undue economic hardship to deny the property owner the right to demolish the building or structure (I know this one sounds good but it goes down a whole rabbit hole...)

I'll dig into the Master Site file and make sure there's nothing problematic. We still need an engineer's letter that says saving the building would be extremely difficult. Let's really focus on the Statement of Economic Viability and build the case for the fact that the space is not suitable for JAOF needs. I'd like to spend some time to talk together to craft this narrative.

Of note, the Commission may request assistance from interested individuals and organizations in seeking an alternative to demolition. The Commission may require applicants to submit such additional information as the Commission deems necessary to be used in making its determination. The Commission shall not deny a request for a certificate of appropriateness for demolition without also considering such request as a request for a certificate for relocation. I say

this because I met with Councilman Jimmy Peluso this week to bring him up to speed and he asked us to engage with Wayne Wood when we are ready to go public with our plans to make sure that there will not be unexpected public outcry when it comes time for the signs to go up.

For the new construction, we need the following:

1. Elevations and Site Plan – show proposed front, side and rear elevations
2. Materials identified and product information
3. Photos of homes within the block, labeled with addresses to build context
4. Adjacent structure setbacks

JHPC will consider the following criteria for the health and wellness center:

1. Height. The height of any proposed alteration or construction shall be compatible with the style and character of the landmark and with surrounding structures in an historic district.
2. Proportions of windows and doors. The proportions and relationships between doors and windows shall be compatible with the architectural style and character of the landmark and with surrounding structures in an historic district.
3. Relationship of building masses, setbacks and spaces. The relationship of a structure within an historic district to the open space between it and adjoining structures shall be compatible.
4. Roof shape. The design of the roof shall be compatible with the architectural style and character of the landmark and surrounding structures in an historic district.
5. Landscaping. Landscaping shall be compatible with the architectural character and appearance of the landmark and of surrounding structures and landscapes in an historic district.
6. Scale. The scale of the structure after alteration, construction, or partial demolition shall be compatible with its architectural style and character and with surrounding structures in an historic district.
7. Directional expression. Facades in historic districts shall blend with other structures with regard to directional expression. Structures in an historic district shall be compatible with the dominant horizontal or vertical expression of surrounding structures. The directional expression of a landmark after alteration, construction, or partial demolition shall be compatible with its original architectural style and character.
8. Architectural details. Architectural details including materials and textures shall be treated so as to make a landmark compatible with its original architectural style and character and to preserve and enhance the architectural style or character of a landmark or historic district. The Commission will give recommendations as to appropriate colors for any landmark or historic district.
9. Impact on archaeological sites. New construction shall be undertaken in such a manner as to preserve the integrity of archaeological sites and landmark sites.

We're looking forward to seeing what you have planned!

Best wishes,

Cyndy

DMH&D

Cyndy K. Trimmer
(904) 807-0185
(202) 607-4789 cell
ctrimmer@drivermcafee.com

This e-mail is intended solely for the use of the individual to whom it is addressed and may contain information that is privileged, confidential or otherwise exempt from disclosure under applicable law. If the reader of this e-mail is not the

EXHIBIT A
PROPOSAL FOR ARCHITECTURAL SERVICES

Date: November 29, 2023

Client: Nathan Marty
Auld & White Constructors
1458 Southpoint Parkway, Suite 101
Jacksonville, FL 32216

JACKSONVILLE
OFFICE LEADER
Tom Norman,
Architect
FL Registration
No. AR0014604

For a complete
list of architects
registered in
Florida please
visit LS3P.com/FL

Project: City of Jacksonville Design Study
Jacksonville Association of Firefighters Health & Wellness Center
Jacksonville, Florida 32202

LS3P appreciates this opportunity to submit this proposal for architectural design study services to develop a schematic design for new Jacksonville Association of Firefighters (JAFF) Health & Wellness Center based on our understanding from the information you sent and our meeting on-site with the JAFF Representatives.

SCOPE OF WORK

The design of the new JAFF Health & Wellness Center will provide medical, physical therapy and wellness services for retired and active Jacksonville Firefighters. The site is on the northeast corner of the existing JAFF Firefighters Hall site bordered by Phyllis Street, Stockton Street and Rosselle Street. It is expected that the two existing former flat roofed church buildings will be allowed to be demolished allowing for this resulting vacant land area to be occupied by this new facility. The existing JAFF Firefighters Hall and existing historic church will remain on site. The north wall of the existing church will be stabilized and preserved as part of this project. The new facility is approximately 9,000 square feet single story building. The following requirements will be implemented into the new design:

New JAFF Health & Wellness Center

- **Program:**
  - Exam Rooms
  - Audiology Room
  - Stress Test Room
  - Ultrasound Room
  - Offices
  - Reception Area
  - Conference Room
  - X-Ray
  - CT Scan
  - Lab

  - Pharmacy
  - Staff Lounge
  - Physical Therapy
  - Restrooms, Mechanical, Electrical, I.T./Data Rooms
- **Site / Context:**
  - Match style of historic surrounding buildings. New building must be deferential and subordinate to the existing historic church. A Certificate of Appropriateness (COA) application, attendance and presentation will be required.
  - Sitework improvements: Parking, ADA access, landscaping, impervious/SJRWMD retention, flood zone, and site lighting.
  - Zoning / Land Use Revisions for entire parcel to CCG1 will be required. This is not in this scope of work.
  - Safety & Security: Fencing and cameras.
- Palm Beach County example clinic layout may be used as a guideline.
- Comply with all applicable building and life safety codes.
- Comply with all applicable requirements of the Florida Accessibility Code.

The design of JAFF Health & Wellness Center's exterior design must be complementary to and sensitive of the historic location of the project site. The exterior must use brick as a primary exterior cladding feature.

Project construction budget is approximately $4,000,000.

SCOPE OF BASIC SERVICES

TASK 1: PROGRAMMING PHASE

1. LS3P will attend a site visit with COJ, JFRD, and Auld & White to the project site to review the existing conditions to see what contextual elements that are nearby that would influence the design of the new facility.
2. LS3P will prepare an initial program based on the proposed scope of work and the site visits.
3. LS3P will attend a design kickoff meeting with COJ, JFRD, and Auld & White Constructors. The agenda for the meeting shall include the following:
   a. Review project scope of work.
   b. Review space programming requirements.
   c. Review operational requirements.
   d. Review adjacency requirements for all spaces.
   e. Review design schedule.

2. Provide meeting minutes and revise as required.

TASK 2: SCHEMATIC DESIGN PHASE

1. Upon receiving written approval of the programming requirements, LS3P will commence with developing a concept design.
2. The concept design will include 3-dimensional views of the building and floor plan.

3. Upon completion of the concept design, LS3P will attend a meeting with COJ, JFRD, and Auld & White to present the concept design.
4. Based upon review comments received from the concept design presentation, LS3P will revise the design as necessary to meet with COJ, JFRD, and Auld & White approval.
5. LS3P will revise the design as requested and will attend up to two additional meetings to review the concept design.
6. Upon receiving written approval of the concept design, LS3P will commence with preparing a schematic design submittal to include the following deliverables:
   - Site plan
   - Floor plan
   - Exterior elevations with photographs of historic contextual influences shown
   - Two exterior 3-D renderings
   - Exterior material samples if required

DELIVERABLES

All drawings will be provided in electronic (PDF) format. All deliverables will be sent electronically for file download. Printing is not included in this proposal but can be provided as a reimbursable expense.

EXCLUSIONS

The following items are excluded from LS3P's scope of services and fees:

- Historic architectural consultant and evaluations services
- Providing services to investigate existing soil and environmental conditions including geotechnical conditions
- Providing topographic or property surveys
- Civil Engineering
- Landscape Architecture
- Structural Engineering
- Mechanical, Electrical, or Plumbing Engineering
- Fire Protection Engineering
- Any specialty consultants including IT/cabling, signage, or other specialized consultants not listed or otherwise outside of normal design criteria.
- Construction cost estimating
- Design, selection, specification or procurement of furniture, furnishings, and equipment
- Art or plantscape design consultation or coordination
- Environmental graphics and project signage
- Document Reproduction and Printing

DESIGN SCHEDULE		
Task	Phase	
Task 1	Programming	3 weeks
Task 2	Schematic Design – Concept Design	5 weeks
Task 2	Schematic Design – Final Concept Design Submittal	4 weeks
Total		12 weeks

DESIGN FEE			
Task	Phase	Total Fee per Phase	% of Total Fee
Task 1	Programming	$4,850	10%
Task 2	Schematic Design	$36,000	90%
Total		$40,850	100%
Renderings (Reimbursable: 2 each at $2,000)		$4,000	

LS3P will bill monthly to the percentage of work completed in each phase according to the Design Fee Schedule above.

ADDITIONAL SERVICES

Additional services not covered in the above scope of work as part of this proposal but found to be necessary shall be recoverable.

For any hourly work, the LS3P design team will be billed at the hourly rate levels per the attached "Standard Agreement Provisions and Hourly Rates".

REIMBURSABLE EXPENSES

In addition to our compensation, we would ask that we be reimbursed for expenditures incurred by LS3P specifically for this project. These expenses will be invoiced monthly at our actual cost times a multiple of one and one-tenth (1.1) for administrative expenses. These expenses are outlined and described in the attached rate schedule as made part of this proposal.

FORM OF AGREEMENT

ConsensusDocs 420 Standard Form of Agreement Between Design-Building and Design Professional as revised by this Proposal for Architectural Services.

LS3P has developed this scope of service and fee proposal based on our experience. Please review and contact me if you have any questions. We will be more than happy to discuss options with you to ensure that the scope of work and fee proposal meet with your expectations.

If this proposal is agreeable, please sign on the following page and return to me. Upon execution of the form of agreement, LS3P will commence with the design.

LS3P appreciates the opportunity to submit this fee proposal and we greatly look forward to working with you on this project.

Respectfully,

LS3P

Tom Norman, AIA, LEED AP
Jacksonville Office Leader | Vice President | Principal

Enclosures

Proposal Accepted and Authorized By:

Printed Name	Signature	Position/Title	Date

Cc: Scott Brady

EXHIBIT F-1

Robbins Design Studio, P.A.
AA26003378
40 East Adams Street, Ste.LL50
Jacksonville, FL 32202
Ph: 904-662-9994

January 8, 2024

Auld & White Constructors, LLC
Cindy Reis, Project Development Manager
creis@auld-white.com
4168 Southpoint Pkwy., Suite 101
Jacksonville, FL 32216

Re: Woodlawn Baptist Church Existing Conditions Analysis Design Fee

Ms. Reis,

Robbins Design Studio, P.A. is pleased to offer this fee proposal for an architectural & structural assessment of the buildings, designated as 1b and 1c below, located at 618 Stockton Street, Jacksonville, FL. The Main Sanctuary, building 2, is excluded from the scope of work.

The proposed Design Team is as follows:
Robbins Design Studio, P.A. (RDS) – Architectural
Atlantic Engineering Services (AES) – Structural

Architectural scope shall include a report of the existing conditions and code compliance issues with the existing structures. The report shall include a summary of improvements required for conversion to the proposed usage. Architectural scope includes one site visit.

EXHIBIT F-1

Robbins Design Studio, P.A.
AA26003378
40 East Adams Street, Ste.LL50
Jacksonville, FL 32202
Ph: 904-662-9994

Structural Scope – See attached AES proposal.

Exclusions:

1. 3d scanning
2. As-built/Existing Drawings Development
3. Cost Estimating
4. Concept Design
5. Historic Research

Design Analysis Fees:

		Fee	
Robbins Design Studio	Architectural Design	$3,630.00	Lump Sum
Atlantic Engineering Services	Structural Design	$6,500.00	Lump Sum
		$10,130.00	Total Fee

Reimbursables shall include any requested large prints and shall be invoiced at cost to the Owner. Additional services not listed above shall be based on a mutually agreed upon lump sum or based on an hourly rate depending on the scope of the additional service requested.

Billing shall be at the completion of report and shall include any reimbursable expenses incurred. Payment shall be due within 30 days of the date of the invoice.

Please indicate your acceptance by returning a signed copy.

Sincerely,
Robbins Design Studio, P.A.

Brooke A. Robbins, AIA
Principal Architect & Interior Designer
brooke.robbinsrobbinsdesignstudio.com

Approval: _____

Date: _____

EXHIBIT F-1

ATLANTIC ENGINEERING SERVICES

Pittsburgh, PA
Jacksonville, FL
Morgantown, WV

January 8, 2024

Ms. Brooke A. Robbins, AIA, LEED AP
Robbins Design Studio, P.A.
40 East Adams Street, Suite LL50
Jacksonville, FL 32202-3353

Re: Woodlawn Baptist Church (Buildings 1a and 1b) – Evaluation
618 Stockton Street
Jacksonville, Florida

AES Project: #324-005

Dear Brooke:

As per your request, I am pleased to submit this proposal for consulting structural engineering services on the above-referenced project. The proposed project scope is to perform a visual structural assessment of Buildings 1a and 1b located at 618 Stockton Street in Jacksonville, Florida.

The intent of the visual survey is to determine the current state of the structural condition of these two (2) buildings. The Main Sanctuary is not included in this study. Original Construction Documents for Building 1b and Building 2 (the Main Sanctuary) dated 1928 are available for our use. Building 1a was an addition in 1940. (See Photograph)

The services to be provided by Atlantic Engineering Services of Jacksonville (AES) shall be:

1) Review existing documents that may be available including, but not limited to, construction drawings, specifications, agreements, and change orders.

2) Two (2) site visits to observe and record the existing structural conditions.

3) Prepare a written report providing you with a description of our findings and conclusions with regard to the above work.

4) Attend one (1) meeting, if required.

The total fee for the above services 1) through 4) shall be Six Thousand Five Hundred Dollars ($6.500.00) plus expenses.

Any services authorized by you, in addition to those set forth above, shall be billed in addition to the above fee at the rates below:

Principal	$ 242.00/hour
Senior Project Engineer/Senior Project Manager	$ 208.00/hour
Project Engineer/Project Manager	$ 180.00/hour
Engineer/Structural Designer	$ 168.00/hour
CADD/BIM Technician	$ 130.00/hour
Administrative	$ 92.00/hour
Expenses	1.15 times cost

Fees for services related to the design of modifications or reinforcement of the existing structure shall be in addition to the fee indicated above.

Expenses include travel, meals, parking, photographic processing, copying, and printing costs, postage and special shipping costs, costs of tools or special equipment. Rental or leasing of scaffolding equipment, swing scaffolding and/or an aerial lift truck, along with the costs of some operator or other construction personnel to install, erect, or operate this equipment shall be billed as project expenses and are not included in the fee indicated above. Expenses may also include permits and parking closure costs which must be paid for in advance of the project; once paid, you will be obligated for their payment even if, for any reason, the project does not proceed.

During the course of the investigative work, we will require access to the building. We may also require that minor demolition of finish materials be accomplished so that we can observe concealed conditions. We will coordinate these with you and the owner to minimize disruption to the facility.

As part of our work, we may use one or more of the following: cameras with telephoto lenses, telescope, drone, swing scaffolding, stationary access scaffolding, or an aerial lift truck. In the event that we decide to use a drone, swing scaffolding, scaffolding, or an aerial lift truck to facilitate the observation of portions of the building facade, and AES subcontracts that equipment directly, we will acquire, or coordinate with the contractor to acquire, the necessary permits, coordinate the equipment's use with local authorities, and review the schedule for its use with you.

AES shall submit monthly statements for services rendered. Payment is due within 30 days of the date of the invoice. A service charge of 1 1/2 percent per month of the outstanding balance may be charged on all balances outstanding more than 60 days. AES reserves the right to stop work on its work when the balance for invoiced services is outstanding more than 60 days.

In providing services under this Agreement, AES shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

To the fullest extent permitted by law, and notwithstanding any other provision of this agreement, the total liability, in the aggregate, of AES and AES's officers, directors, partners, employees, and subconsultants, and any of them, to you and anyone claiming by or through you, for any and all claims, losses, costs, or damages, including attorneys' fees and costs and expert-witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the project or the agreement from any cause or causes shall not exceed

One Million Dollars ($1,000,000.00). It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

PURSUANT TO SECTION 558.0035 OF THE FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

AES shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). AES's efforts in the Construction Phase will be directed toward providing a greater degree of confidence for you that the completed work of contractor(s) will conform to the Contract Documents, but AES shall not be responsible for the failure of contractor(s) to perform work in accordance with the Contract Documents.

In the event that you make a claim or bring an action against AES, its officers and/or its employees arising from the performance of our professional services and such action is dismissed or you fail to prove such a claim, then you agree to pay all legal and other costs (including attorneys' fees) incurred by AES in its defense of such claim.

The contract drawings and reports are instruments of service in respect of the project and AES shall retain ownership and property interest therein whether or not the project is completed. Any reuse without written verification from AES shall be at your own risk and you hereby indemnify and hold harmless AES, its officers and employees from all claims, damages, losses, and expenses arising out of or resulting therefrom. Any such reuse or adaptation will entitle AES to further compensation to be agreed upon by you and AES.

Please indicate your acceptance of this proposal by signing and returning one copy.

Very truly yours,
ATLANTIC ENGINEERING SERVICES OF JACKSONVILLE
FLORIDA CERTIFICATE OF AUTHORIZATION #791

Jude T. Kostage

Jude T. Kostage, PE
Principal

JTK/drg

ACCEPTED BY

Client Signature

Printed Name and Title

Date

Client Project/PO Number

GROUND LEASE AGREEMENT

This GROUND LEASE AGREEMENT ("Lease") is made and executed this 9th day of ~~September~~ October, 2023 (the "Effective Date"), by and between **JACKSONVILLE ASSOCIATION OF FIREFIGHTERS, IAFF LOCAL NO. 122, INC.**, a Florida not for profit corporation (hereinafter designated as "Landlord"), and **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision of the State of Florida (hereinafter designated as "Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of certain land and improvements thereon located at 618 Stockton Street in the City of Jacksonville, Duval County, State of Florida, TOGETHER WITH all right, title and interest, if any, of Landlord in and to any easements benefiting the land, and all appurtenances, all as more particularly shown on the Site Plan labeled Exhibit A-1, which is attached hereto and made a part hereof; and

WHEREAS, Landlord desires to lease to Tenant and Tenant desires to lease from Landlord that certain parcel of land, all as shown on the Site Plan labeled as Exhibit A-1 attached hereto (the "Premises"); and

WHEREAS, Tenant intends to have the Jacksonville Fire and Rescue Department ("JFRD") renovate a portion of the improvements on the Premises and construct and operate the Project thereon.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and intending to be legally bound hereby, Landlord and Tenant hereby agree and covenant to and with each other as follows:

Section 1. Fundamental Lease Provisions; Defined Terms.

Section 1.1 Fundamental Lease Provisions.

(a) Street address of Premises:

618 Stockton Street
Jacksonville, Florida 32204

(b) Original Term: ninety nine (99) years.

(c) Intentionally Deleted

(d) Delivery Date: See Section 7 of this Lease.

(e) Commencement Date: See Section 3.1.

(f) Termination Date: See Section 3.1.

(g) Base Rent:

Period:	Annual Base Rent:
Original Term	$1.00

plus applicable Florida sales tax, if any.

(h) Address for notices:

To Landlord:

Jacksonville Association of Firefighters,
IAFF Local No. 122, Inc.
625 Stockton Street
Jacksonville, Florida 32204
Attention: Randy Wyse

To Tenant (for notices only):

City of Jacksonville
JFRD
515 N. Julia Street
Jacksonville, Florida 32202
Attention: April Mitchell

Section 1.2. Defined Terms: The following terms, unless otherwise defined herein, shall have the meanings set forth below:

"Additional Rent" shall mean all amounts which Tenant is required to pay pursuant to this Lease in addition to Base Rent, as further defined in Section 4.3 of this Lease.

"Alterations" shall have the meaning set forth in Section 8.3 of this Lease.

"Base Rent" shall have the meaning set forth in Section 4.1 of this Lease.

"Commencement Date" shall have the meaning set forth in Section 3.1 of this Lease.

"Delivery Date" shall mean the date when Landlord is required to deliver possession of the Premises to Tenant in its "as is" condition, which shall occur no later than thirty (30) days following the Effective Date.

"Effective Date" shall have the meaning set forth in the introductory paragraph of this Lease.

"Environmental Complaint" shall have the meaning set forth in Section 22.2 of this Lease.

"Environmental Laws" shall have the meaning set forth in Section 22.1(a) of this Lease.

"Event of Default" shall have the meaning set forth in Section 19.1 of this Lease.

"Full Replacement Cost" shall have the meaning set forth in Section 12.1(d) of this Lease.

"Governmental Authorities" shall mean the United States, the State of Florida, the City of Jacksonville, and any political subdivision thereof, and any agency, department, commission, board, bureau or instrumentality of any of them.

"Hazardous Discharge" shall have the meaning set forth in Section 22.2 of this Lease.

"Hazardous Materials" shall have the meaning set forth in Section 22.1(b) of this Lease.

"Insurance Requirements" shall mean all terms of or incorporated by reference into any insurance policy covering or applicable to the Project or the Premises or any part of either.

"Invitees" shall have the meaning set forth in Section 5.2(a)(ii) of this Lease.

"Landlord" shall mean only the holder, for the time being, of Landlord's interest under this Lease so that in the event of any transfer of title to the Premises, Landlord shall be freed and relieved of all obligations of Landlord hereunder accruing after such transfer, provided that such grantee, transferee or assignee has assumed and agreed to observe and perform all obligations of Landlord hereunder arising during the period it is the holder of Landlord's interest hereunder.

"Lease Interest Rate" shall mean the lesser of eighteen percent (18%) per annum or the maximum rate allowed by law.

"Legal Requirement" or "Legal Requirements" shall mean all federal, state and local laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, health, safety, building, environmental and other requirements of all Governmental Authorities including, but not limited to, governmental departments, commissions, boards, courts, authorities and agencies, which now or at any time hereafter may be applicable to the Project or the Premises or any part thereof or interest therein.

"Non-Structural Alterations" shall have the meaning set forth in Section 8.3(a) of this Lease.

"Notice Address of Landlord" shall mean the address set forth in Section 1.1(h) of this Lease, or such other address as may be provided by Landlord by notice properly given to Tenant in accordance with Section 23 of this Lease.

"Notice Address of Tenant" shall mean the address set forth in Section 1.1(h) of this Lease, or such other address as may be provided by Tenant by notice properly given to Landlord in accordance with Section 23 of this Lease.

"Permitted Use" shall have the meaning set forth in Section 6.1 of this Lease.

"Planning Board" shall mean the City of Jacksonville, the agencies and departments thereof, and any other Governmental Authorities with a vested jurisdictional power to oversee the Project or the development of the Premises.

"Plans and Specifications" shall have the meaning set forth in Section 8.2(a) of this Lease, and are described in more detail on Exhibit B of this Lease, attached hereto.

"Premises" shall have the meaning set forth in the Whereas clause of this Lease.

"Project" shall mean health and wellness center to be developed on the Premises providing medical, fitness, injury/rehabilitation and mental health services for use by employees of the Jacksonville Fire and Rescue Department and the Jacksonville Sherriff's Office at no cost or expense to such employees or Landlord.

"Real Estate Tax Statement" shall have the meaning set forth in Section 5.1(b) of this Lease.

"Real Estate Taxes" shall have the meaning set forth in Section 5.1(a) of this Lease.

"Re-enter and Re-entry" are not restricted to their technical legal meanings.

"Renewal Notice" shall have the meaning set forth in Section 3.2 of this Lease.

"Renewal Term(s)" shall have the meaning set forth in Section 3.2 of this Lease, and may refer to one or more such terms.

"Rent" shall have the meaning set forth in Section 4.4 of this Lease.

"Site Plan Application" shall have the meaning set forth in Section 8.2(b) of this Lease.

"Site Plan Approval" shall have the meaning set forth in Section 8.2(b) of this Lease.

"Structural Alterations" shall have the meaning set forth in Section 8.3(a) of this Lease.

"Successor Landlord" shall have the meaning set forth in Section 16.1(c) of this Lease.

"Tenant" shall mean City of Jacksonville, a Florida municipal corporation and political subdivision of the State of Florida.

"Term." If and when the word "Term" is used herein, it shall refer to both the "Original Term" of ninety nine (99) years, and any Renewal Terms that have been properly exercised, unless the context shall require otherwise.

"Termination" shall have the meaning set forth in Section 19.2(b) of this Lease.

"Termination Date" shall have the meaning set forth in Section 3.1 of this Lease.

"Total Taking" shall have the meaning set forth in Section 14.1 of this Lease.

Section 2. Demise and Premises. Landlord does hereby demise and lease to Tenant, and Tenant does hereby take and lease from Landlord, the Premises, TO HAVE AND TO HOLD for the Term and any Renewal Terms subject to the terms, covenants and conditions herein contained, which each of the parties hereto expressly covenants and agrees to keep, perform and observe, subject to the terms of this Lease. A legal description of the land on which the Premises is located is attached hereto as Exhibit A-2.

Section 3. Term.

Section 3.1. Original Term. The Original Term of this Lease shall be for a period of ninety nine (99) years, and is the period of time during which Tenant has the right to occupy the Premises (the "Term"), commencing on the day which is 30 days following the Effective Date (the "Commencement Date"). Unless sooner terminated pursuant to law or pursuant to any of the terms hereof, this Lease shall terminate at 11:59 PM on the last day of the month in which the ninety ninth (99th) year anniversary of the Commencement Date occurs (the "Termination Date").

Section 3.2 Renewal Term. Intentionally Deleted.

Section 4. Rent and Payment.

Section 4.1. Rent During Original Term. Landlord reserves, and Tenant covenants to pay to Landlord, without demand or notice, and without any setoff or deduction, except as specifically set forth herein, a base rental (the "Base Rent") in the monthly amount set forth in Section 1.1(g) of this Lease, plus applicable Florida sales tax, commencing on the Commencement Date.

Section 4.2 Base Rent During Renewal Terms. If Tenant timely exercises its right to extend the Term of this Lease for any Renewal Term, the Base Rent payable during any such Renewal Term shall be ONE and 00/100 DOLLAR ($1.00) per year.

Section 4.3. Additional Rent. Any and all monetary obligations of Tenant hereunder, plus applicable Florida sales tax, whether payable to Landlord or otherwise (the "Additional Rent"), shall, for purposes of Landlord's rights upon non-payment thereof and for all other purposes for which the same shall be relevant, be deemed in all respects to be Additional Rent payable hereunder, subject to the same duties and obligations and the same remedies of Landlord for the non-payment of the Base Rent.

Section 4.4. Payment of Rent. The Base Rent and Additional Rent (the Base Rent and Additional Rent are collectively "Rent") shall be due and payable on the first (1st) day of each year, shall commence on the Commencement Date and continue throughout the Term, and shall be paid at the Notice Address of Landlord without notice or demand.

Section 5. Taxes and Assessments; Utilities.

Section 5.1 Real Estate Taxes.

(a) During the Term of this Lease and commencing on the Commencement Date, Tenant shall pay all Real Estate Taxes, if any, assessments (including, without limitation, general and special assessments for public improvements or benefits, whether or not commenced or completed during the Term, except as specifically provided in Section 5.1(d) of this Lease), impositions and all other claims or charges which may be assessed, levied, confirmed or imposed upon or constitute or may be reduced to a lien upon the Premises and the Project, including, but not limited to, water and sewer charges, before the same shall become delinquent, and shall pay the Florida sales tax due in connection therewith (collectively, "Real Estate Taxes").

(b) Tenant agrees to pay all Real Estate Taxes with respect to the Premises and the Project for which Tenant is responsible, if any, prior to their due date. Landlord shall use commercially reasonable efforts to cause the taxing authority (or shall consent to the direct mailing by the taxing authority) to send the invoice for the Real Estate Taxes on the Premises and the Project to Tenant, and Tenant shall pay directly to the taxing authority the Real Estate Taxes on the Premises and the Project if any such taxes are due. Within thirty (30) days of each such payment by Tenant, Tenant shall provide Landlord with proof of such payment. If the taxing authority requires that payment be made by Landlord, Tenant shall pay to Landlord the amount of Tenant's tax obligation no later than twenty (20) days following receipt of an invoice from Landlord, and Landlord shall pay Tenant's tax obligations with respect to the Project on or prior to the date such payment is due to the taxing authority. If the tax statement for the Real Estate Taxes on the Project is sent to Landlord, Landlord shall forward the statement to Tenant promptly. However, any delay or failure of Landlord in computing or billing shall not prejudice the right of Landlord to thereafter render bills (or correct bills previously submitted) for such period or any subsequent period, nor constitute a waiver of, nor in any way impair the

continuing obligation of Tenant to pay such taxes. Landlord shall, within thirty (30) days after written request, provide to Tenant satisfactory evidence of such payment. Landlord may, in its sole discretion, elect to pay the taxes or assessments in installments, provided that Landlord shall notify Tenant of such payment arrangement if Landlord is paying the invoice.

(c) Nothing contained in this Lease shall be construed to require Tenant to pay or be liable for any gift, inheritance, estate, franchise, succession, rent tax due on Landlord's receipt of taxes (other than Florida sales tax), transfer, income, profits, capital or similar tax, or any tax in lieu of any of the foregoing, imposed upon Landlord or the successors or assigns of Landlord.

(d) Upon notice to Landlord, Tenant may in good faith, by appropriate proceedings and at Tenant's expense, contest any Real Estate Taxes upon the Premises for which Tenant is liable under this Lease or any valuation of property on which such Real Estate Taxes are based. Where such procedure is provided for by law, Tenant may pay any contested Real Estate Taxes under protest or into a court of competent jurisdiction. Any documents required to enable Tenant to effect the foregoing shall be executed and delivered by Landlord on reasonable demand by Tenant.

Section 5.2. Reserved.

Section 5.3. Utilities. Commencing on the Delivery Date, Tenant shall undertake and be responsible for having all utilities metered and installed in its name in the Premises, and agrees to pay, on or before the date due, all charges for same directly to the respective utility companies, including any connection or tap fees. Such utilities may include gas, water (sanitary water and sprinkler), sewer, electricity, heat, power, telephone, cable and other communication service, or other utility or service used by, or rendered or supplied to, Tenant at the Premises throughout the Term.

Section 5.4. Triple Net Lease; No Counterclaim; Abatement. Except as specifically set forth in this Lease, this Lease is a triple net lease, and Tenant shall pay any and all costs, charges, taxes, assessments and other expenses of every character and nature, foreseen or unforeseen, for the payment of which Tenant is or shall become liable by reason of its respective estate, right, title or interest in the Premises and the Project, or which are connected with or arise out of the possession, use, occupancy, maintenance, addition to, repair or rebuilding of the Premises or the Project or any portion thereof including, without limitation, those specifically referred to in this Lease.

Section 6. Use.

Section 6.1. Use. Subject to the provisions of this Lease, Tenant may use the Premises only to construct, operate and maintain the Project and for all uses incidental thereto (the "Permitted Use"). Tenant shall not use the Premises for any use other than the uses described herein without Landlord's prior written consent, which may be withheld at Landlord's sole discretion. Tenant shall not use or occupy the Premises or suffer or permit the Premises or any part thereof to be used in any manner which would cause, or

be likely to cause, physical damage to the Premises, or any part thereof; constitute a public or private nuisance; impair the appearance, character or reputation of the Premises; discharge or cause the discharge of objectionable substances, fumes, vapors or odors; impair or interfere with the use of the Premises by, or occasion discomfort, annoyance or inconvenience to Landlord; or cause Tenant to default in the observance and performance of any of its obligations to be observed and performed pursuant to the terms of this Lease, or in a manner that would in any way make void or voidable any insurance then in force with respect to the Premises.

Section 6.2. Operations of Tenant. On or before eighteen (18) months after the Delivery Date, Tenant shall commence the development and construction of the Project as set forth in Section 8.2. Within thirty-six (36) months from the Delivery Date, the Premises shall be initially opened and operated for one (1) day as the Project (the "Opening Covenant"). After opening for the operation of the Project as set forth above, Tenant shall have the right to open and operate the Project during the hours of operation desired by Tenant including, without limitation, on Saturdays and Sundays if permitted by law. In the event that Tenant does not comply with the Opening Covenant, subject to Section 28.12 of this Lease, this Lease shall (a) automatically terminate, and (b) be null, void, deleted and of no further force and effect.

Section 6.3 Recapture. Landlord and Tenant acknowledge and agree that in the event Tenant shall cease operating the Premises for the Permitted Use for a period in excess of ninety (90) consecutive days (unless in connection with a remodeling, condemnation, casualty, or event of force majeure) (the "Dark Period"), Landlord shall thereafter have the right to terminate this Lease upon the terms and conditions set forth herein (the "Recapture Right"). Landlord may only exercise its Recapture Right by providing written notice to Tenant ("Landlord's Recapture Notice") of Landlord's election to exercise its Recapture Right whereupon, subject to the conditions hereinafter set forth, this Lease shall terminate as of the date which is thirty (30) days after the date upon which Tenant receives Landlord's Recapture Notice, provided Tenant has not resumed full operations at the Premises for the Permitted Use within such thirty (30) day period. Such termination shall be at no expense to Landlord.

Section 7. Possession. Landlord covenants to give Tenant possession of the Premises on the Delivery Date.

Section 8.1. As-Is. Landlord will deliver possession of the Premises to Tenant in its current "as is" condition. Tenant shall then have the right to construct the Project on the Premises.

Section 8.2. Development and Construction of the Project.

(a) Within (180) days after the Effective Date, Tenant shall submit to Landlord preliminary plans and specifications for the Improvements (as hereinafter defined), and Landlord shall have twenty (20) days after receipt thereof to notify Tenant in writing of any objections that Landlord may have thereto. Landlord shall not unreasonably withhold its approval thereof. If Landlord objects to any part of Tenant's

Plans and Specifications, within twenty (20) days after Tenant's receipt of such objections, Tenant shall prepare revised Plans and Specifications and submit same to Landlord, and Landlord shall have twenty (20) days after receipt thereof to notify Tenant in writing of any remaining objections that Landlord may have thereto. The aforementioned procedure shall be repeated until Landlord has approved of Tenant's Plans and Specifications. Tenant may release Plans and Specifications for competitive bids and submit Plans and Specifications for review by Governmental Authorities prior to Landlord's final approval thereof. Unless otherwise indicated, references herein to the "Plans and Specifications" shall be deemed to refer to the last set of Plans and Specifications (including revisions thereto) approved as provided herein, and a description of the Plans and Specifications shall be attached to this Lease as Exhibit B when available. Any substantive changes to the Plans and Specifications such as a change to the size of the building, exterior finishes or construction of additional improvements outside of the building, shall be subject to the prior written approval of Landlord, which approval shall not be unreasonably withheld.

(b) Tenant shall, at its sole cost and expense, submit to the Planning Board a completed application (the "Site Plan Application") seeking to obtain preliminary and final site plan approval permitting construction of the Project (the "Site Plan Approval").

(c) Following the Delivery Date, Tenant, at its sole cost and expense, shall perform its work with diligence and continuity, in accordance with all Plans and Specifications, Legal Requirements, and Insurance Requirements. Tenant shall undertake the design and construction of the Project so that the same shall conform to all Legal Requirements and Insurance Requirements. Tenant shall pay all tap-in fees, impact fees, connection fees, and/or similar fees of any type due in connection with the installation of utilities for the Project, and shall reimburse Landlord for any pre-paid connection fees, water and/or sewer fees, impact fees, or other costs directly related to the Project and incurred by Landlord, and which are identified and billed no later than one (1) year after the Effective Date. Tenant shall promptly provide Landlord with a copy of all permits and approvals obtained with respect to the Project upon Landlord's written request. Upon completion of construction of the Project, Tenant shall promptly deliver to Landlord: (i) the final "as built" Plans and Specifications showing all changes or modifications (the "Approved Changes"); (ii) a copy of the final Plans and Specifications showing the location of the Project within the perimeter of the Premises that are in compliance with all Legal Requirements; (iii) a final and unconditional certificate of occupancy; and (iv) an "as-built" survey of the Project and the Premises.

(d) It is expressly understood and agreed that any and all buildings, improvements, fixtures, machinery and equipment of whatever nature at any time constructed, placed or maintained by Tenant upon any part of the Premises (the "Improvements") shall be and remain the property of Tenant during the Term. Tenant shall directly incur and pay all expenses relating to any Improvements, and Landlord shall have no obligation with respect to any Improvements. Landlord agrees that during the Term of this Lease, Tenant shall be entitled to claim, and Landlord agrees not to claim, any Federal, State or local tax deductions or exemptions in respect of the Improvements on

the Premises. Tenant shall not (subject to the casualty and force majeure provisions hereafter set forth) remove the building (unless Tenant is removing the building in order to reconstruct on the Premises), and upon the expiration of the Term or if terminated pursuant to an Event of Default, title in and to the Improvements, including, without limitation, the building, any fixtures, and all horizontal improvements shall vest in Landlord.

(e) The Improvements shall be constructed in a first-class, good and workmanlike manner and in all respects in compliance with the Site Plan Approval and all Legal Requirements by a contractor or contractors selected by Tenant and approved in writing by Landlord, which approval shall not be unreasonably withheld or delayed. Tenant agrees to construct all Improvements substantially in accordance with the Plans and Specifications and final working drawings.

(f) As a material inducement for Landlord to enter into this Lease, upon request of Landlord, Tenant shall execute and deliver to Landlord an assignment document (the "Collateral Assignment") collaterally assigning to Landlord all rights and interests of Tenant in, to and under any and all architectural and engineering agreements, construction contracts, permits, plans and specifications, payment and performance bonds, and other documents, instruments, orders and agreements, now or hereafter arising or existing, relating in any way to the development of the Project or the construction of the Improvements.

Section 8.3. Alterations Subsequent to Completion of the Project.

(a) Subsequent to completion of the Project, Tenant shall have the right, at Tenant's expense, and subject to obtaining Landlord's consent, which shall not be unreasonably withheld, to make any non-structural alterations, additions, modifications, renovations, improvements or installations that are not Structural Alterations as defined below (the "Non-Structural Alterations") as may be necessary or desired by Tenant for Tenant's use and operation of the Project, but only to the extent such Non-Structural Alterations are not visible from the exterior of the Project. In addition, Tenant may, with Landlord's consent (which shall not be unreasonably withheld), and at Tenant's expense, make additions, modifications, renovations, improvements or installations to the Project which are structural in nature, *i.e.*, which involve an expansion or reduction of the size of the building or the erection, removal, relocation or rebuilding of structural walls, structural supports, floor slab or roof (the "Structural Alterations"). Tenant shall submit all plans and specifications for Structural Alterations and/or Non-Structural Alterations which are visible from the exterior of the Project to Landlord for Landlord's written approval (which shall not be unreasonably conditioned, delayed or withheld) prior to the submission thereof, if required, for approval by any Governmental Authorities. All such Non-Structural Alterations and Structural Alterations as made by Tenant are herein collectively referred to as "Alterations."

(b) Any Alterations shall be effected in a good and workmanlike manner and in compliance with all Legal Requirements and Insurance Requirements. Landlord shall not be liable to any contractors, subcontractors, laborers, materialmen,

suppliers or vendors for services performed or materials provided in connection with any Alterations.

Section 8.4. Signage.

(a) Tenant shall have the right, at its sole cost and expense, to erect signs, monument signs, banners, and advertisements on the Premises in connection with the operation of the Project. All signs shall be subject to Landlord's prior written consent, comply with applicable governmental rules and regulations, and Landlord's sign criteria, and shall be properly constructed and maintained. Tenant shall remove such signs at the expiration of the Term or any Renewal Term, as applicable or sooner termination of this Lease, as the case may be.

(b) Tenant shall be responsible for any damage caused to the Premises by the erection or maintenance on the Premises of said signs, and any damage so caused shall be repaired promptly at Tenant's sole cost and expense. In the event any sign erected by Tenant is removed during the Term or any Renewal Term, as applicable, or at the expiration or earlier termination thereof, Tenant shall at its sole cost and expense repair any damage caused by the removal.

Section 8.5. Indemnification by Tenant. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all bills for labor and materials supplied or claimed to have been supplied, any applicable sales tax thereon, and from and against any and all liens, bills or claims therefor, or against the Premises or the Project and from and against all losses, damages, costs, expenses, suits and claims whatsoever, foreseen or unforeseen, ordinary or extraordinary, in connection with the Project or any Alterations, it being understood herein that Landlord shall have absolutely no liability, cost or expense whatsoever with respect to the Project or any Alterations. NO CONSTRUCTION LIENS OR OTHER LIENS FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED TO THE PREMISES SHALL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN AND TO THE PREMISES OR THE PROJECT. TENANT SHALL NOTIFY ANY CONTRACTOR PERFORMING ANY CONSTRUCTION WORK IN THE PREMISES ON BEHALF OF TENANT THAT THIS LEASE SPECIFICALLY PROVIDES THAT THE INTEREST OF LANDLORD IN THE PREMISES SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY TENANT, AND NO MECHANIC'S LIEN OR OTHER LIEN FOR ANY SUCH LABOR, SERVICES, MATERIALS, SUPPLIES, MACHINERY, FIXTURES OR EQUIPMENT SHALL ATTACH TO OR AFFECT THE STATE OR INTEREST OF LANDLORD IN AND TO THE PREMISES, THE PROJECT, OR ANY PORTION THEREOF. IN ADDITION, LANDLORD SHALL HAVE THE RIGHT TO POST AND KEEP POSTED AT ALL REASONABLE TIMES ON THE PREMISES ANY NOTICES WHICH LANDLORD SHALL BE REQUIRED SO TO POST FOR THE PROTECTION OF LANDLORD AND THE PREMISES FROM ANY SUCH LIEN. TENANT AGREES TO PROMPTLY EXECUTE SUCH INSTRUMENTS IN RECORDABLE FORM IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF FLORIDA STATUTE SECTION 713.10.

Section 9. Mechanic's or Construction Liens.

Section 9.1. Mechanic's/Construction Liens Prohibited. Tenant shall not suffer any notice of unpaid balance, right to file lien, mechanic's lien claim or construction lien claim to be filed against the Premises by reason of work, labor, services or materials performed for or furnished to Tenant or to anyone holding the Premises, or any part thereof, through or under Tenant. Tenant will promptly have the liens released and will indemnify the Landlord for same.

Section 9.2. Landlord's Remedy for Tenant's Breach. If Tenant shall fail to remove or discharge, or bond over with a title insurer or surety reasonably acceptable to Landlord, any notice of unpaid balance, mechanic's lien claim or construction lien claim within twenty (20) days after notice or knowledge of the filing of same, then in addition to all other rights of Landlord hereunder, Landlord may, at its option, and after providing Tenant with ten (10) days' prior written notice and opportunity to cure, procure the removal or discharge of same. Any amount paid by Landlord for such purpose, including all reasonable attorney's fees and other expenses therefor, together with interest thereon at the Lease Interest Rate, shall become due and payable by Tenant to Landlord as Additional Rent, and in the event of Tenant's failure to pay therefor within fifteen (15) days after demand, the same shall be added to and be due and payable with the next month's Base Rent.

Section 10. Tenant's Fixtures and Equipment; Landlord's Subordination of Lien.

Section 10.1. Tenant's Fixtures and Equipment. All furniture, equipment, and personal property of any nature which may be installed or placed in or upon the Premises by Tenant shall remain the property of Tenant. Landlord agrees to subordinate any right it may have in said furniture, equipment, and personal property as stated in Section 10.2. Tenant may assign, lien, encumber, mortgage or create a security interest in or upon its furniture, equipment, or other personal property in the Premises without the consent of Landlord, and, except as provided in Section 25.1, may remove said furniture, equipment, or other personal property at any time during the Term, unless Landlord has obtained a judgment lien against Tenant, provided that Tenant shall promptly make all necessary and appropriate repairs to return the Premises and the Project to the condition that existed prior to such removal.

Section 10.2. Landlord's Subordination of Lien. Landlord agrees to subordinate its Landlord's lien to the lien, operation and effect of any security interest granted by Tenant to an institutional lender encumbering all or part of Tenant's furniture, equipment, personal property, trade fixtures or inventory on the Premises pursuant to execution of a commercially reasonable form of subordination agreement.

Section 11. Repairs; Compliance with Laws.

Section 11.1 Maintenance and Repairs by Tenant. Tenant shall keep the Project and the Premises in good order and condition, subject to ordinary wear and tear, and shall promptly make all necessary or appropriate repairs, replacements and renewals

thereof, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen so that Premises and Project at all times remain first-class in appearance, condition, order and repair, free of accumulated garbage and in compliance with the rules and regulations of all applicable Governmental Authorities and in compliance with this Lease, and any rules and regulations attached hereto. All repairs, replacements and renewals by Tenant shall be substantially equal in quality and class to the original work, and shall be effected with due diligence, in a good and workmanlike manner, and in compliance with all Legal Requirements, and Insurance Requirements. Landlord shall not be required to maintain, alter, repair, rebuild or replace the Project or the Premises in any way. If Tenant fails after thirty (30) days notice to proceed with due diligence to make repairs required to be made by Tenant, the same may be made by Landlord, at Landlord's option at the expense of Tenant, and the expenses thereof incurred by Landlord (together with interest at the Lease Interest Rate) shall be collectible as Additional Rent within twenty (20) days of demand therefor. Tenant shall keep the Premises in repair so as to avoid damage or waste to the Project and Premises.

Section 11.2. Compliance with Laws. Tenant shall, at Tenant's sole expense, promptly execute and comply with all requirements of all applicable governmental laws, orders, rules, regulations, ordinances or other directives or applicable codes of any nature of all Governmental Authorities including, but not limited to, the requirements of the Occupational Safety and Health Administration, the Americans With Disabilities Act, and of any municipal fire department or similar organization having jurisdiction over the Premises, concerning the Premises and/or the use and occupancy thereof including, but not limited to, procuring of any required certificates of occupancy and making of any and all repairs to the Premises required to obtain same at Tenant's sole cost and expense.

Section 12. Insurance.

Section 12.1. Tenant's Insurance. Throughout the Term and any Renewal Terms, Tenant shall, at its own cost and expense, obtain and maintain in full force and effect:

(a) Workmen's Compensation Insurance in amounts as required by law;

(b) comprehensive public liability insurance covering the Premises in minimum limits of Two Million Dollars ($2,000,000.00) per occurrence for general commercial liability, and Two Million Dollars ($2,000,000.00) for property damage, which insurance shall name Landlord and the holder(s) of any mortgage(s) affecting the Premises as additional insureds thereunder; provided, however, that not more frequently than once every five (5) years, Landlord may require the limits to be increased if in its reasonable judgment (or that of its mortgagee) the coverage is insufficient;

(c) during the course of construction of the Project or any Alteration or other work performed by Tenant on or about the Premises, builder's

completed value risk insurance against "all risks of physical loss," covering the total value of work performed and equipment, supplies and materials furnished;

(d) after completion of construction of the Project, insurance with respect to all buildings, improvements, equipment and machinery constituting a part of the Project against loss or damage by perils customarily included under standard "all risk" policies, in an amount not less than one hundred percent (100%) of the then full replacement value (without deducting depreciation) of such buildings, improvements, equipment and machinery, including the cost of removal of debris (the "Full Replacement Cost"); and

(e) Landlord and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard to the extent covered or required hereunder to be covered in whole or in part by insurance on the Premises or in connection with property on or activities conducted on the Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

Section 12.2. Policies; Retentions. All policies of insurance provided for in Section 12.1 shall be issued in form acceptable to Landlord by sound and reputable insurance companies with general policyholder's rating of not less than A and a financial rating of Class VI as rated in the most currently available "Best's Insurance Reports" and qualified to do business in the state in which the Premises is located. Each such policy shall be issued in the names of Landlord and Tenant and any other parties in interest from time to time designated in writing by notice by Landlord to Tenant. Said policies shall be for the mutual and joint benefit and protection of Landlord and Tenant and executed copies of each such policy of insurance or a certificate thereof shall be delivered to Landlord upon delivery of possession of the Premises to Tenant and thereafter within thirty (30) days prior to the expiration of each such policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All such policies of insurance shall contain a provision that the company writing said policy will give Landlord at least thirty (30) days' notice in writing in advance of any cancellation, or lapse, or the effective date of any reduction in the amounts, or insurance. All such public liability, property damage and other casualty policies shall be written as primary policies which do not contribute to any policies which may be carried by Landlord. All such public liability and property damage policies shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its servants, agents and employees by reason of the negligence of Tenant. Any insurance provided for in Section 12.1 may be effected by a policy of blanket insurance, covering additional items or locations or insureds; provided, however, that (i) Landlord shall be named as an additional insured thereunder as its interest may appear; (ii) the coverage afforded Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance; (iii) any such policy or policies (except any covering the risks referred to in Section 12.1(d) shall specify therein (or Tenant shall furnish Landlord with a written statement from the insurers under such policy specifying) the amount of the total insurance allocated to the improvements and buildings constituting the Project; and (iv)

the requirements set forth herein are otherwise satisfied. Tenant agrees to permit Landlord at all reasonable times to inspect the policies of insurance of Tenant covering risks upon the Premises for which policies or copies thereof are not delivered to Landlord. Tenant shall at all times during the Term and any Renewal Terms maintain in full force and effect a memorandum of insurance evidencing the insurance required to be carried by Tenant pursuant to this Lease.

Section 12.3. Hazardous Activities. Tenant shall not do anything, or suffer or permit anything to be done, in or about the Premises which shall: (i) subject Landlord to any liability or responsibility for injury to any person or property by reason of any activity being conducted in the Premises; or (ii) be prohibited by the provisions of this Lease.

Section 13. Damage or Destruction to Premises.

Section 13.1. Notice. If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice thereof to Landlord, and this Lease shall continue in full force and effect except as hereinafter set forth.

Section 13.2. Partial Damage. Subject to Section 13.3 below, if the Premises is partially or wholly damaged or rendered partially or wholly unusable by fire or other casualty, the damages thereto shall be repaired by Tenant with all reasonable expedition, subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Tenant's reasonable control.

Section 13.3 Substantial Damage. If the Premises are substantially damaged (to the extent of fifty percent (50%) or more of the replacement value) or rendered wholly unusable, whether by casualty or otherwise, within the last twelve (12) months of the Term or any Renewal Term, as the case may be, then, in any of such events, Landlord or Tenant may elect to terminate this Lease by written notice to the other given within ninety (90) days after such fire or casualty specifying a date for the expiration of this Lease. The termination date shall not be more than sixty (60) days after the giving of such notice, and upon the date specified in such notice, the Term or any Renewal Term, as the case may be, shall expire as fully and completely as if such date were the date set forth above for the expiration of this Lease. Tenant shall then vacate the Premises, without prejudice, however, to Landlord's rights and remedies against Tenant under the provisions of this Lease in effect prior to such termination. Any Rent owing shall be paid up to such date, and any payments of Rent made by Tenant that were on account of any period subsequent to such date shall be returned to Tenant. Notwithstanding the foregoing, and provided that Tenant is not in default under the terms of this Lease, Tenant shall have the right to nullify Landlord's termination of the Lease pursuant to this Section 13.3 by agreeing to rebuild the Improvements, which it shall then do in the same manner as set forth in Section 13.2 of this Lease, and during the final twelve (12) months of the original Term or any of the first three Renewal Terms, by providing written notice to Landlord of the exercise of the next Renewal Term as provided pursuant to Section 3.2 of this Lease. Tenant shall have no right to nullify Landlord's termination of the Lease pursuant to Section 13.3 during the fourth Renewal Term. Such notice shall be given by Tenant no later than thirty (30) days following Tenant's receipt of a notice of termination

of Landlord pursuant to this Section 13.3. Unless Landlord or Tenant shall serve a termination notice as provided for herein, Tenant shall make the repairs and restorations with all reasonable expedition, subject to delays due to adjustment of insurance claims, labor troubles and causes beyond Tenant's control, and this Lease shall continue in full force and effect. In the event of a termination of the Lease pursuant to this Section 13.3, any and all insurance proceeds allocable to Tenant's Improvements, plus any deductible amounts and self-insurance amounts, but excluding any insurance proceeds on its personal property, shall be paid to Landlord.

Section 13.4 Tenant's Property. Tenant acknowledges that Landlord will not carry insurance on Tenant's building, furniture and/or furnishings or any fixtures or equipment, and agrees that Landlord will not be obligated to repair any damage thereto or replace the same. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting in any way from such damage or destruction of the Premises.

Section 13.5 No Abatement of Rent. It is understood that there shall be no abatement of Rent for any period of time during which the Premises shall be in a damaged condition, whether or not the Premises shall be partially or wholly unusable.

Section 14. Eminent Domain.

Section 14.1 Total Taking. In the event that any public authority or agency holding the power of eminent domain under applicable law shall at any time during the Term condemn, or acquire title in lieu of condemnation to, all or substantially all of the Premises (a "Total Taking"), this Lease shall terminate and expire as of the date upon which title shall vest in such authority, and Tenant shall pay Rent only to the time of such vesting of title.

Section 14.2 Partial Taking. If there shall be a partial taking or condemnation of the Premises (including any taking of parking on the Premises), which shall not in Tenant's reasonable opinion substantially prevent the Tenant's use of the Premises for purposes of its business, and if the then applicable zoning and other laws permit restoration of the untaken part of the Premises, the award or proceeds of the taking or condemnation shall be used for such restoration, and this Lease shall thereafter continue as to the untaken part, and Tenant shall be entitled to a reduction in the Base Rent in an amount which bears the same ratio to the Base Rent payable immediately prior to such condemnation pursuant to this Lease as the value of the untaken portion of the Premises (appraised after the taking and repair of any damage to the Premises pursuant to the terms hereof) bears to the value of the entire Premises immediately before the taking. If such laws shall not permit restoration and/or if such award or proceeds shall be insufficient for purposes of restoration of the Premises, Tenant shall have the right to terminate this Lease upon written notice to Landlord given within ninety (90) days of the taking, which notice shall specify a date for expiration of this Lease not more than sixty (60) days after the giving of such notice. Upon such date specified, this Lease and the Term shall be terminated.

Section 14.3 Restoration by Tenant. If there shall be a partial taking and this Lease shall continue as to the remaining part of the Premises, Tenant, as promptly as practicable, shall restore such remaining part as nearly as may be practicable to its former condition, but only upon receipt of, and to the extent of, the award made on account of such partial taking.

Section 14.4 Disposition of Proceeds. All compensation awarded or paid upon such total or partial taking of the land comprising the Premises shall belong to and be property of the Landlord, except that, if Tenant is permitted by law (at the same time as Landlord is permitted to assert its claim) to assert a claim against the condemning authority enforcing the condemnation for losses sustained by the Tenant as a result of the condemnation, then Tenant is entitled to retain all such compensation awarded or paid on account of Tenant's separate claim to the extent it does not diminish Landlord's award. In the event Tenant is not entitled to assert a separate claim, Landlord and Tenant shall jointly file a claim asking for separate awards with respect to their respective interests. If a court fails or refuses to grant separate awards to Landlord and Tenant upon a total or partial taking of all or any portion of the land comprising the Premises, and if Landlord and Tenant cannot agree on the allocation of the award, and if such inability to agree continues for thirty (30) days after the amount of the award is determined, Landlord and Tenant agree that the determination of such allocation shall be made in accordance with the following procedure. Landlord and Tenant shall each promptly appoint one (1) appraiser. Those two (2) appraisers shall promptly appoint a third (3rd) appraiser. Each appraiser appointed hereunder shall be a member of the American Institute of Real Estate Appraisers (or successor organization) having at least five (5) years experience in appraisal of real estate for commercial retail use in the metropolitan area in which the Land is located. If such appraisers fail to appoint such third (3rd) appraiser within thirty (30) days after notice of their appointment, then either Landlord or Tenant, upon notice to the other, may request the appointment of a third (3rd) appraiser by the then president of the Board of Realtors in the city in which the Land is located, or any then similar existing body. The three (3) appraisers so appointed shall jointly make the required appraisals of the values of Landlord's and Tenant's interests in the Premises and shall allocate the award based upon such appraisals, and if they cannot agree, the appraisals of the third (3rd) appraiser will be accepted by Landlord and Tenant. If, after notice by either Landlord or Tenant of the appointment of an appraiser by the party giving such notice, the other party to whom such notice is given shall fail, within a period of ten (10) days after such notice, to appoint an appraiser, then the appraiser so appointed by the party giving the notice shall have the power to proceed as sole appraiser to make the appraisal and allocation hereunder. The appraisers shall be instructed to allocate the award as follows: (i) first, to Landlord and Tenant to reimburse each for its actual third party expenses incurred as a result of the taking and the determination of the award, (ii) second, to Landlord, to reimburse Landlord for the market value of the fee estate and any diminution in the value portion of the fee estate not taken as of the date that title vests in the condemning authority, (iii) third, to Tenant to reimburse Tenant for the market value of its leasehold estate as of the date that title vests in the condemning authority, and (iv) fourth, to Tenant for its moving and relocation expenses. As used herein, the term market value shall mean the present fair market value of the applicable estate considered (a) as if no taking had occurred and without adjusting for the expectation of the taking, (b) as if the

leasehold estate had not been terminated, (c) taking into account the benefits and burdens of this Lease, the remaining term and all other matters affecting such estate and its valuation, (d) discounting to present value all obligations and benefits associated with such estate, including, with respect to the fee estate the Rent payable under this Lease and (e) the Landlord's reversionary interest. Landlord shall pay the fees and expenses of the person appointed by Landlord as an appraiser hereunder, Tenant shall pay the fees and expenses of the person appointed by Tenant as an appraiser hereunder, and Landlord and Tenant shall each pay one-half (1/2) of the fees and expenses of the third (3rd) appraiser appointed pursuant to the provisions of this Section 14.4. If this Lease is not terminated by reason of the taking, then all proceeds allocable to Tenant's Improvements shall be utilized for restoration of the Premises, and any sum remaining after reconstruction shall be the property of Landlord.

Section 14.5 Independent Claim by Tenant. Anything hereinabove to the contrary notwithstanding, it is understood that Tenant may make such independent claim as the law may allow with respect to Tenant's moving expenses, relocation expenses, and actual direct losses of tangible personal property.

Section 14.6 Notice. Landlord and Tenant shall give each other prompt notice of any eminent domain proceedings with respect to the Premises of which it is aware.

Section 15. Assignment and Subletting.

Section 15.1 Assignment. Any assignment of this Lease, subletting of the Premises, or other transfer (individually and collectively, a "Transfer") shall require Landlord's prior written consent, which may be withheld by Landlord at its sole discretion. Tenant shall not be released from its obligations under this Lease in the event of an assignment pursuant to this Section 15.1.

Section 15.2 Restrictions on Sublet and Assignment. Within thirty (30) days of Landlord's receipt of any notice of Transfer and any additional information requested by Landlord concerning the proposed assignee or subtenant's financial responsibility, Landlord will notify Tenant of its election to do one of the following: (i) consent to the proposed Transfer subject to such reasonable conditions as Landlord may impose in providing such consent; (ii) refuse such consent; or (iii) terminate this Lease as to all or such portion of the Premises which is proposed to be sublet or assigned and recapture all or such portion of the Premises for reletting by Landlord. The voluntary or other surrender of this Lease by Tenant or a mutual cancellation hereof shall not work as a merger but shall, at the option of Landlord, either terminate all or any existing subleases or subtenancies or operate as an assignment to Landlord of such subleases or subtenancies. No transfer will release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. Consent by Landlord to one transfer will not be deemed consent to any subsequent Transfer. In the event of default by any Transferee of Tenant or any successor Tenant in the performance of any of the terms hereof,

Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such Transferee or successor.

Section 16. Subordination and Non-Disturbance; Attornment; Estoppel Certificates.

Section 16.1 Subordination to Mortgages.

(a) This Lease is and shall be subject and subordinate in all respects to all present and future mortgages, which may now or hereafter affect the Premises, to each and every advance made or to be made under such mortgages, and to all renewals, modifications, replacements and consolidations of such mortgages or leases so long as Landlord's lender shall agree in writing that it will not disturb Tenant's possession under this Lease so long as Tenant remains in compliance with this Lease. This Section 16.1 shall be self-operative and no further instrument of subordination shall be required. Upon Landlord's request and in confirmation of such subordination, Tenant shall within twenty (20) days execute and deliver a subordination, non-disturbance and attornment agreement as may be required by Landlord's mortgagee.

(b) If any act or omission of Landlord would give Tenant the right to cancel or terminate this Lease, or to claim a partial or total eviction, Tenant shall not exercise such right: (i) until it has given written notice of such act or omission to Landlord and each mortgagee whose name and address shall previously have been furnished to Tenant; and (ii) until a reasonable period for remedying such act or omission shall have elapsed following the giving of such notice and following the time when such mortgagee or Landlord shall have become entitled under such mortgage or lease, as the case may be, to remedy the same (which reasonable period shall in no event be less than thirty (30) days following the period to which Landlord would be entitled under this Lease or otherwise, after similar notice, to effect such remedy).

(c) If the holder of a lease or mortgage referred to in this Section 16.1 shall succeed to the rights of Landlord under this Lease, then at the request of such party so succeeding to Landlord's rights (the "Successor Landlord"), Tenant shall attorn to and recognize such Successor Landlord as Tenant's landlord under this Lease, and shall promptly execute and deliver a subordination, non-disturbance and attornment agreement substantially on such holder's then current form to evidence such attornment. Upon such attornment, this Lease shall continue in full force and effect as a direct lease between the Successor Landlord and Tenant and upon all of the terms, conditions and covenants as are set forth in this Lease, except that the Successor Landlord shall not be: (i) liable for any previous act or omission of Landlord under this Lease; (ii) subject to any offset not expressly provided for in this Lease; (iii) bound by any previous modification of this Lease, unless such modification or prepayment shall have been expressly approved in writing by the Landlord and any mortgagee of whom Tenant had notice; (iv) liable for the return of any security deposited under this Lease, unless the same shall have been actually received by such Successor Landlord; or (v) bound by any prepayment of more than one (1) month's Base Rent. Tenant hereby waives the provisions of any present or future statute or rule of law which may give Tenant any right of election to terminate this

Lease or to surrender possession of the Premises in the event any mortgage or lease affecting the Premises is in default or is terminated, and agrees that this Lease shall not be affected in any way whatsoever by any such default, termination or any proceeding instituted as a result thereof, provided that such Successor Landlord recognizes this Lease and agrees in such written instrument not to disturb Tenant's right to possession except in accordance with the terms of this Lease.

Section 16.2 Attornment. Tenant agrees that in the event of a sale, transfer or assignment, or sale and leaseback, of Landlord's interest in the Premises, or in the event any proceedings are brought for the foreclosure of or for the exercise of any power of sale under any mortgage constituting a lien upon the Premises, to attorn to and to recognize such transferee, purchaser or mortgagee, as Landlord under this Lease (provided that such party grants Tenant reciprocal non-disturbance rights), or, in the case of a sale-leaseback, to continue to recognize Landlord as its Landlord under this Lease. The foregoing provisions of this Section 16.2 shall be self-operative, and no further instrument shall be required to give effect to said provisions. Tenant, however, agrees, at the request of the party to which it has attorned, to execute, acknowledge and deliver, without charge, from time to time, instruments in form reasonably acceptable to Tenant acknowledging such attornment and non-disturbance, and to execute estoppel certificates as may reasonably be requested by such party.

Section 16.3 Estoppel Certificate. Tenant and Landlord agree at any time and from time to time, within fifteen (15) days after a request by the other, to execute, acknowledge and deliver a statement certifying: (a) as to the date which shall be deemed to be the Commencement Date hereunder; (b) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications); (c) the date to which the Rent has been paid; (d) whether or not to the best knowledge of Tenant or Landlord, as applicable: (i) Landlord or Tenant, as applicable, is in default in keeping, observing or performing any term, covenant, agreement, provision, condition or limitation contained in this Lease and, if in default, specifying each such default; (ii) either party is holding any funds under this Lease in which the other has an interest (and, if so, specifying the party holding such funds and the nature and amount thereof); and (iii) there is any amount then due and payable to Tenant by Landlord; and (e) such other information as either party reasonably requests; it being intended that such statement delivered pursuant to this Section 16.3 may be relied upon by Tenant, Landlord, any mortgagee, any prospective purchaser or assignee of Tenant's or Landlord's interest in this Lease or the mortgagee's interest in any mortgage, and by any prospective mortgagee of the Premises or any part thereof.

Section 17. Non-Liability of Landlord. Landlord shall not be liable for any damage or liability of any kind or for any injury to or death of any persons or damage to any property on or about the Premises from any cause whatsoever, except to the extent any such matter is not covered by insurance required to be maintained by Tenant under this Lease and is attributable to Landlord's gross negligence or willful misconduct.

Section 18. Indemnification of Landlord. Subject to the provisions and limitations of Section 768.28, Florida Statutes, Tenant shall protect, indemnify and save harmless

Landlord from and against all liabilities, obligations, claims, damages, judgments, costs, expenses (including, without limitation, reasonable attorneys' fees) and actions or proceedings asserted against Landlord or against the Premises or any part thereof and arising from or in connection with the occurrence or existence of any of the following during the Term hereof: (i) the use, occupancy, management or control of the Project or the Premises by Tenant, its agents, contractors, employees, and invitees; (ii) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Project or the Premises or any part thereof; (iii) performance of any labor or services or the furnishing of any materials or other property in respect of the Project or the Premises; (iv) any failure on the part of Tenant to perform or comply with any of the terms of this Lease; or (v) any grossly negligent or willful act or omission of Tenant or its agents, servants, employees or contractors.

Section 19. Defaults and Remedies.

Section 19.1 Tenant's Default. Tenant shall be in default under this Lease upon the occurrence of any one or more of the following events (collectively "Defaults" and individually a "Default" or "Event of Default"):

(a) Tenant fails to pay Base Rent and/or Additional Rent due hereunder on any day upon which the same is to be paid, and such default continues for ten (10) business days after such payment is due; provided, however, that Landlord shall be obligated to provide Tenant such ten (10) business day grace period only a maximum of two (2) times during any calendar year, and in the event of two (2) such defaults by Tenant during any calendar year, the next default shall be an automatic default hereunder without any further obligation on the part of Landlord to provide such ten (10) business day grace period.

(b) The occurrence of any of the events of bankruptcy or insolvency set forth in Section 20 of this Lease.

(c) The occurrence of any other event which is defined as a default elsewhere in this Lease, together with the passage of the applicable grace period, if any, without cure.

(d) Tenant fails to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant, or Tenant shall do or permit anything to be done, whether by action or inaction, contrary to any of Tenant's obligations hereunder, and Tenant fails to cure such default within thirty (30) calendar days after notice thereof in writing to Tenant or if such default cannot be reasonably cured within thirty (30) calendar days, unless Tenant begins such cure within thirty (30) calendar days and diligently pursues such cure to completion on or before the day that is ninety (90) days after the day Tenant begins such cure.

(e) Tenant fails to maintain the insurance required by Section 12.

Section 19.2 Remedies.

(a) Upon the occurrence of any one or more such Defaults set forth in Section 19.1, Landlord, in addition to any other remedies herein contained or as may be permitted by law, may: (i) cancel and terminate this Lease upon written notice to Tenant (whereupon the Term or Renewal Term, as applicable, shall expire and this Lease shall terminate, and Tenant shall then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided); and/or (ii) at any time thereafter, re-enter and resume possession of the Premises as if this Lease had not been made, Tenant hereby waiving the service of any notice of intention to re-enter or to institute legal proceedings to that end.

(b) If this Lease shall be terminated or if Landlord shall be entitled to re-enter the Premises and dispossess or remove Tenant under the provisions of this Section 19 (either or both of which events are hereinafter referred to as a "Termination"), Landlord or Landlord's agents may immediately or at any time thereafter re-enter the Premises and remove therefrom Tenant, its agents, employees, licensees and any subtenants and other persons or business entities (except as set forth in Section 15.2 of this Lease), and all or any of its or their property therefrom, either by summary dispossess proceedings or by any suitable action or proceeding at law or by peaceable re-entry or otherwise, without being liable to prosecution or damages therefor, and may repossess and enjoy the Premises, including all additions, alterations and improvements thereto.

(c) In case of Termination, the Rent and all other charges required to be paid by Tenant hereunder shall thereupon become due and shall be paid by Tenant up to the time of the Termination, and Tenant shall also pay to Landlord all reasonable expenses which Landlord may then or thereafter incur as a result of or arising out of a Termination including, but not limited to, court costs, reasonable attorneys' fees, brokerage commissions, and costs of terminating the tenancy of Tenant or any other occupant of the Premises, re-entering, dispossessing or otherwise removing Tenant or any other occupant of the Premises, and restoring the Premises to good order and condition and, from time to time, altering and otherwise preparing the same for re-letting. Upon a Termination, Landlord may, at any time and from time to time, re-let the Premises, in whole or in part, either in its own name or as Tenant's agent, for a term or terms which, at Landlord's option, may be for the remainder of the then current Term, or for any longer or shorter period.

(d) In addition to the payments required by Section 19.2(c) above, Tenant shall be obligated to, and shall pay to Landlord upon demand, damages (payable in monthly installments, in advance, on the first (1st) day of each calendar month following the Termination, and continuing until the date originally fixed herein for the expiration of the Term or Renewal Term, as applicable), in amounts equal to the excess, if any, of the sums of the aggregate expenses paid by Landlord during the month immediately preceding such calendar month for all such items as, by the terms of this Lease, are required to be paid by Tenant, plus an amount equal to the installment of Rent which would have been payable by Tenant hereunder in respect to such calendar month had this Lease not been terminated, over the sum of rents, if any, collected by or accruing to

Landlord in respect to such calendar month pursuant to a re-letting or to any holding over by any subtenants of Tenant.

(e) Landlord shall in no event be liable for failure to re-let the Premises or in the event that the Premises are re-let, for failure to collect rent due under such re-letting; and in no event shall Tenant be entitled to receive any excess of rent over the sums payable by Tenant to Landlord hereunder, but such excess shall be credited to the unpaid Rent due hereunder, and to the expenses of re-letting as provided herein.

(f) Suit or suits for the recovery of damages, or for any installments of Rent, may be brought by Landlord from time to time at its election, and nothing herein contained shall be deemed to require Landlord to postpone suit until the date when the Term or Renewal Term, as applicable would have expired if it had not been terminated under the provisions of this Lease, or under any provision of law, or had Landlord not re-entered into or upon the Premises.

(g) Landlord shall have the right to declare the entire remaining Base Rent and Additional Rent immediately due and payable, such amount to be discounted to its present value at a discount rate equal to the U.S. Treasury Bill or Note rate with the closest maturity to the remaining term of the Lease, as selected by Landlord.

(h) Landlord, at its option, in addition to any and all remedies available to it, shall have the right to charge a fee for payment of Rent received later than the tenth (10th) day of the month in which said Rent was due, which fee shall be five percent (5%) of the amount of such overdue Rent.

(i) Tenant hereby waives all rights of redemption to which Tenant or any person claiming under Tenant might be entitled, after a surrender and acceptance of the Premises and Tenant's leasehold estate, or after a termination of this Lease, or after a judgment against Tenant in an action in ejectment, or after the issuance of a final order or warrant of dispossess in a summary proceeding, or in any other proceeding or action authorized by any rule of law or statute now or hereafter in force or effect.

(j) Tenant's obligation under this Section 19.2 shall survive the expiration or earlier termination of this Lease.

Section 20. Bankruptcy; Insolvency.

Section 20.1 Cancellation of Lease. Notwithstanding anything herein to the contrary, this Lease may be cancelled by Landlord by the sending of a written fifteen (15) day notice of cancellation to Tenant within a reasonable time after the happening of any one or more of the following events:

(a) a receiver, trustee or liquidator of Tenant or of all substantially all the property of Tenant or of its interest in the Premises, shall be appointed in any proceeding brought by Tenant or if any such receiver, trustee or liquidator shall be appointed or any proceeding brought against Tenant and such receiver, trustee or liquidator shall not be discharged within ninety (90) calendar days after such appointment;

(b) the making by Tenant of an assignment or any other arrangement for the benefit of creditors pursuant to any Law;

(c) the filing by Tenant of a voluntary petition in bankruptcy pursuant to the Bankruptcy Code seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief thereunder; or

(d) the adjudication of Tenant as a bankrupt or insolvent or if a petition or answer proposing the adjudication of Tenant as a bankrupt pursuant to the Bankruptcy Code or any similar federal or state law is filed and such petition or answer shall not be discharged within ninety (90) calendar days after the date of filing hereof.

Landlord's statutory liens for Rent shall be honored by Tenant and any trustee, representative or creditor of Tenant.

Section 20.2 Protection to Landlord. If Landlord shall have no right to terminate this Lease by reason of the applicable provisions of the Bankruptcy Code, Tenant or its trustee or other representative shall promptly provide adequate protection to Landlord pursuant to the provisions of the Bankruptcy Code.

(a) Tenant or its trustee shall promptly accept or reject this Lease.

(b) If Tenant shall not be in liquidation, Tenant or its trustee shall assume or reject this Lease as soon as such decision can reasonably be made, and shall compensate Landlord for the use and occupancy of the Premises monthly in advance until such decision is made.

(c) This Lease may not be assumed unless, at the time of such assumption, the trustee or assignee shall promptly: (i) cure or provide adequate assurance that it will promptly cure any Default(s) under this Lease; (ii) compensate or provide adequate assurance that it shall compensate Landlord for any actual or pecuniary loss to Landlord resulting from such Defaults(s); (iii) provide adequate assurance reasonably satisfactory to Landlord of future performance under this Lease; and (iv) compensate Landlord for all post-filing use and occupancy of the Premises, and shall timely perform all of Tenant's other obligations hereunder.

Section 20.3 Assignment Pursuant to Bankruptcy Code. If this Lease is assigned to any person or entity pursuant to the provisions of the Bankruptcy Code, Tenant or its legal representative shall give prompt written notice thereof to Landlord along with adequate assurance of future performance by the assignee. Any and all monies or other consideration to be delivered in connection with the assignment shall be delivered to Landlord, and shall be and remain the exclusive property of Landlord to be applied to post-filing use and occupancy payments to Landlord or other monies owed by Tenant to Landlord, and shall not constitute property of Tenant or of the estate of Tenant. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed to have assumed all of the obligations arising under this Lease on and after the date of such assignment, and shall upon demand execute and deliver to Landlord an instrument confirming that assumption,

Section 21. Landlord's Right of Access to Premises. Tenant shall permit Landlord or its agents to enter the Premises during business hours on not less than twenty-four (24) hours prior notice for the purpose of inspecting the Premises or showing the Premises to potential lenders or persons wishing to purchase the same and, at any time within six (6) months prior to the expiration of the Term or of any Renewal Term, to persons wishing to rent same. Taking into account the nature of Tenant's business, Landlord shall not have the right to show secured areas of the Premises or appurtenant systems used in connection therewith. Landlord shall also have the right, but not the obligation, to enter the Premises upon prior notice and at reasonable times to cure Defaults of Tenant or to perform any act or thing which Landlord may be obligated or have the right to do under this Lease; *provided, however*, that should Landlord need to enter the Premises to address an emergency situation, no prior notice shall be required. To the extent reasonably practicable, entries by Landlord shall be conducted so as to avoid interference with Tenant's business. Landlord's right to inspect the Premises shall include, without limitation, the right to take soil samples and perform groundwater and such other environmental testing as Landlord deems necessary. All such inspections and testing shall be undertaken at Landlord's sole cost and expense and shall be performed in a manner that does not materially and adversely affect Tenant's business operations on the Premises. After completing any inspections and tests, Landlord shall restore and repair any damage caused by Landlord, and Landlord hereby agrees to indemnify and hold Tenant harmless from any and all claims made or causes of action brought against Tenant or the Premises resulting from the activities of Landlord or its agents in conducting any of the testing on the Property other than any environmental contamination caused by Tenant, its agents, contractors, employees, and invitees.

Section 22. Environmental Provisions.

Section 22.1 Compliance with Environmental Laws.

(a) Tenant shall use and occupy the Premises in compliance with all federal, state and local laws, ordinances, rules, regulations and legally enforceable policies and guidelines regarding the environment, human health or safety (the "Environmental Laws") applicable to the Premises, or the Tenant's use thereof.

(b) The term "Hazardous Materials" means: (i) any material, substance, product, petroleum, petroleum product, derivative, compound or mixture, mineral including, but not limited to, asbestos and asbestos containing materials, gas, radon, radioactive materials, chemical, flammable explosives, medical waste or other pollutant, urea formaldehyde foam insulation, lead, polychlorinated byphenyls, in each case whether naturally occurring, man-made or the by-product of any process that is toxic, harmful or hazardous and that may cause damage to human health or the environment, safety or real property; or (ii) any material or substance sustaining a cause or action or claim under any Environmental Law, whether or not such material or substance is defined as hazardous as such under any Environmental Law and whether such substance is now or hereafter designated as hazardous, under any Environmental Law, or by any environmental agency or otherwise.

Section 22.2 Copies of Notices. In the event that Tenant receives any notice, whether written or oral, concerning the occurrence of any spill, discharge or cleanup of any Hazardous Materials on or about the Premises or into any sewer, septic system or waste treatment system servicing the Premises (hereinafter collectively referred to as a "Hazardous Discharge") or of any complaint, order, citation or notice with regard to air emissions, water discharges, noise emissions or any other environmental, health or safety matter affecting the Premises, Tenant, or the operation of Tenant at the Premises (hereinafter collectively referred to as an "Environmental Complaint") from any person, entity or governmental agency, then Tenant shall give immediate oral and written notice of same to Landlord, which notice shall set forth specifically and in detail all relevant facts and circumstances with respect thereto.

Section 22.3 Remediation. In the event of any release or threatened release of any Hazardous Materials caused by Tenant, its agents, contractors, employees, or invitees, at, under or about the Premises, or upon the issuance of any Environmental Complaint as a result of Tenant's action or inaction, Tenant shall, at its sole cost and expense, immediately take all necessary steps to initiate and expeditiously complete all remedial and corrective action in accordance with all applicable Environmental Laws to the satisfaction of the applicable governmental authority, including the payment of any and all costs and penalties assessed against the Premises. Tenant shall promptly supply Landlord with copies of all notices, reports, documents, materials, submissions, testing results, assessments, or any other material, in connection with its remedial action prior to submission to any governmental agency. Tenant shall notify Landlord in advance of all meetings scheduled between Tenant and any applicable governmental authority. Landlord may attend and participate in all such meetings.

Section 22.4 Tenant's Liability. Subject to the provisions and limitations of Section 768.28, Florida Statutes, Tenant shall hold Landlord free, harmless, and indemnified from any penalty, fine, claim, demand, liability, cost, or charge whatsoever which Landlord shall incur, or which Landlord would otherwise incur, by reason of Tenant's failure to comply with this Section 22, including, but not limited to: (i) the cost of full remediation of any contamination to bring the Premises into the same condition as prior to the Commencement Date and into full compliance with all Environmental Laws; (ii) the reasonable cost of all appropriate tests and examinations of the Premises to confirm that the Premises and any other contaminated areas have been remediated and brought into compliance with all Environmental Laws; and (iii) the reasonable fees and expenses of Landlord's attorneys, engineers, and consultants incurred by Landlord in enforcing and confirming compliance with this Section 22.

Section 23. Notices. All notices, statements, demands, consents, approvals or authorizations hereby required or permitted under this Lease shall, unless otherwise specifically provided herein, be given in writing and shall either be personally delivered to Landlord or Tenant, as the case may be, or sent by United States certified mail, return receipt requested, or by an overnight delivery service that provides for receipted delivery, such as FedEx, addressed by the party giving, making or sending the same to the other at the Notice Address of Landlord or the Notice Address of Tenant, as appropriate, or to such other address as either party may designate from time to time by a notice given to

the other party. All notices shall be effective upon receipt or refusal, but no later than five (5) days following deposit with the carrier. The payment of Rent and the transmittal of invoices may be sent by first class U.S. mail.

Section 24. Memorandum of Lease. Neither Landlord nor Tenant shall record this Lease. The parties shall join in the execution of a memorandum or so-called "short form" of this Lease simultaneously with the execution of this Lease or at any time during the Term when requested to do so by the other party, in the form attached hereto as Exhibit C. Either party may then record the short form of lease, and any recording costs shall be borne by the party requesting recordation. Landlord may record a memorandum referencing this Lease for the purpose of providing the notice permitted pursuant to Section 713.10, Florida Statutes, to prevent the interest of Landlord from being subject to liens for improvements made by Tenant.

Section 25. End of Term.

Section 25.1 Condition of Premises. On the last day of the Term or any Renewal Term, as applicable, or the earlier termination of the Term, or any Renewal Term, as applicable, Tenant shall peaceably and quietly leave, surrender and deliver the Premises to Landlord, together with (a) all improvements, alterations, changes, additions and improvements, which may have been made upon the Premises, and (b) all fixtures of any kind or nature which Tenant may have installed or affixed on, in or to the Premises for use in connection with the operation and maintenance of the Premises (whether or not said property be deemed to be fixtures), all of the foregoing to be surrendered in good and sufficient repair, order and condition, reasonable use, wear and tear excepted, and free of occupants and subtenants, and provided that Tenant shall promptly make all necessary and appropriate repairs to return the Premises and the Project to the condition that existed prior to such removal.

Section 25.2 Cost of Repair. At or prior to the termination of this Lease, Tenant shall remove its tangible personal property, and Tenant shall pay or cause to be paid the cost of repairing or remedying any damage caused thereby, providing that no item may be removed if its removal would impair the structural integrity of the Premises or any part thereof. All property not so removed shall be deemed abandoned, and may either be retained by Landlord as its property or disposed of, without accountability, in such manner as Landlord may see fit, at the sole cost and expense of Tenant.

Section 25.3 Survival of Obligations. Tenant's obligations under this Section 25 shall survive the expiration or termination of this Lease.

Section 26. Reserved.

Section 27. Tenant Financing of Lease.

Section 27.1 Leasehold Mortgage or Other Encumbrance. Tenant understands, acknowledges and agrees that neither Tenant nor its successors or assigns shall have any right to mortgage, pledge, grant a security interest in or otherwise encumber this Lease or the Term hereby demised or any interest of Tenant in the Lease

without Landlord's prior written consent. In addition, neither Tenant nor its successors or assigns or its subtenants shall have the right to mortgage, pledge, grant a security interest in or otherwise encumber or permit to be mortgaged, pledged or encumbered a sublease or the term thereby demised or any interest therein without Landlord's prior written consent. Any mortgage, pledge, grant or encumbrance described in this Section 27 (herein collectively referred to as a "Mortgage"), without Landlord's prior written consent, shall constitute a default under this Lease and shall be void.

Section 27.2 Consent. Any consent by Landlord to a Mortgage shall be held to apply only to the specific transaction thereby authorized and shall not constitute a waiver of the necessity for such consent to any subsequent Mortgage. In no event shall Landlord be required to join in the Mortgage or subordinate the fee title of the Premises to the Mortgage.

Section 27.3 Conditions on Consent. In the event Landlord shall consent to a Mortgage, no such consent shall be binding upon Landlord if there shall be any default under this Lease and unless and until the holder of the Mortgage shall forward to Landlord an executed counterpart of said Mortgage in form proper for record, together with a written notice setting forth the name and address of the mortgagee or lien holder under a Mortgage.

Section 27.4 Limitation. No Mortgage now or hereafter placed upon this Lease shall extend to or affect the reversionary interest and estate of Landlord in and to the Premises or in any manner attach to or affect the Premises from and after any expiration or sooner termination of the Term of this Lease.

Section 28. General Provisions.

Section 28.1 No Waste. Tenant covenants not to do or suffer any waste or damage, or injury to the Premises.

Section 28.2 Landlord's Liability. If Landlord shall breach any of the provisions of this Lease, Landlord's liability shall in no event exceed Landlord's interest in the Premises; and Tenant expressly agrees that any judgment or award which it may obtain against Landlord shall be recoverable and satisfied solely out of the right, title and interest of Landlord in and to the Premises and the rents, issues, profits, insurance proceeds and awards therefor, and that Tenant shall have no rights against Landlord (or any persons or entities comprising Landlord), or rights of lien or levy against any other property of Landlord (or of any persons or entities comprising Landlord), nor shall any other property or assets of Landlord be subject to levy, execution or other enforcement proceedings for the collection of any such sums or satisfaction of any such judgment or award. Notwithstanding anything contained in this Lease to the contrary, the obligations of Landlord under this Lease (including any actual or alleged breach or default by Landlord) do not constitute personal obligations of the individual partners, directors, officers, members or shareholders of Landlord or against Landlord's partners or any other persons or entities having any interest in Landlord, or any of their personal assets for satisfaction of any liability with respect to this Lease. Notwithstanding anything in this

Lease to the contrary, Landlord shall not be liable to Tenant for consequential, speculative or punitive damages.

Section 28.3 Partial Invalidity. If any term or provision of this Lease or the application thereof to any party or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 28.4 No Waiver. One or more waivers by either party of the obligation of the other to perform any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition. The receipt of Rent by the Landlord, with knowledge of any breach of this Lease by Tenant or of any default by Tenant in the observance or performance of any of the conditions or covenants of this Lease shall not be deemed to be a waiver of any provision of this Lease. Neither the acceptance of the keys nor any other act or thing done by Landlord or any agent or employee of Landlord during the Term or any Renewal Term, as applicable, shall be deemed to be an acceptance of a surrender of the Premises, excepting only an agreement, in writing, signed by the Landlord accepting or agreeing to accept such a surrender.

Section 28.5 Number and Gender. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

Section 28.6 Successors and Assigns. The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the respective parties and their successors and assigns.

Section 28.7 Section Headings. Section headings and any other headings or captions used herein are intended for convenience in finding the subject matters, and are not to be used in determining the intent of the parties to this Lease.

Section 28.8 Entire Agreement; Amendment. This Lease contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained or referred to in this Lease shall have any force or effect. This Lease shall not be modified in any way or terminated by mutual agreement except by a writing executed by both parties.

Section 28.9 Cost of Performing Obligations. Unless otherwise specified, the respective obligations of the parties to keep, perform and observe any terms, covenants or conditions of this Lease shall be at the sole cost and expense of the party so obligated.

Section 28.10 Remedies Cumulative. The specified remedies to which the Landlord or Tenant may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which such party

may be lawfully entitled in case of any breach or threatened breach of any provision of this Lease. In the event of any breach or threatened breach by either party or any persons claiming through or under such party of any of the agreements, terms, covenants or conditions contained in this Lease, Landlord or Tenant, as the case may be, shall be entitled to enjoin such breach or threatened breach (if entitled to do so at law or in equity or by statute or otherwise), and shall have the right to invoke any right and remedy allowed by law or in equity or by statute or otherwise as if re-entry, summary proceedings or other specific remedies were not provided for in this Lease.

Section 28.11 Holding Over. If Tenant holds over after the expiration of the Term or Renewal Term, as applicable, or earlier termination of this Lease, and if Tenant is not otherwise in Default hereunder, such holding over shall not be deemed to create an extension of the Term or Renewal Term, as applicable, but such occupancy shall be deemed to create a tenancy at sufferance on the same terms and conditions (except as the same may be then inapplicable) as are in effect on the date of said expiration or earlier termination, except that the Base Rent payable shall be one hundred fifty percent (150%) of the market rent for such facility as may exist in Landlord's reasonable opinion as of the date of the expiration or termination of the Term or Renewal Term, as applicable. The increased Rent during such holding over is intended to compensate Landlord partially for losses, damages and expenses, including frustrating and delaying Landlord's ability to secure a replacement tenant. Tenant shall indemnify, defend and hold Landlord harmless from and against any claim, damage, loss, liability, judgment, suit, disbursement or expense (including consequential damages and reasonable attorneys' fees and disbursements) (collectively, "Claims") resulting from failure to surrender possession upon the Expiration Date or sooner termination of the Term, including any Claims made by any succeeding tenant, and such obligations shall survive the expiration or sooner termination of this Lease.

Section 28.12 Force Majeure. The period of time during which either party hereto is prevented from performing any act required to be performed under this Lease by reason of fire, catastrophe, labor difficulties, strikes, lockouts, civil commotion, acts of God or of the public enemy, governmental prohibitions or preemptions, embargoes, inability to obtain materials or labor by reason of governmental regulations or prohibitions, or other events beyond the reasonable control of Landlord or Tenant, as the case may be, shall be added to the time for performance of such act, and neither party shall be liable to the other or in default under this Lease as the result thereof. The provisions of this Section 28.12 shall not apply to or in any manner extend or defer the time for any obligations to make payment of monies required of either party hereunder.

Section 28.13 Governing Law. The interpretation and validity of this Lease shall be governed by the laws of the State of Florida.

Section 28.14 Brokerage. Landlord and Tenant represent that there was no broker instrumental in consummating this Lease. Each party warrants to the other than in the event of a claim by any other broker or person for commissions on account of representing such party to this transaction, the party against whom such a claim is made

shall indemnify and hold the other harmless from that claim, including attorneys' fees incurred in connection with the defense against any claim, action, demand or suit.

Section 28.15 Waiver of Jury Trial. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected to this Lease, the relationship of Landlord and Tenant, tenant's use or occupancy of the Premises, and any emergency statutory or any other statutory remedy.

Section 28.16 No Option. This Lease may be submitted to Landlord or Tenant prior to its execution, but such submission shall not constitute an offer or an option by either party, and this Lease shall not bind Landlord or Tenant until this Lease shall have been signed and delivered by both parties.

Section 28.17 Quiet Enjoyment. Upon the payment of the Rent and upon the performance of the terms, covenants and conditions herein contained on Tenant's part to be kept and performed, Tenant shall and may at all times during the Term and any Renewal Term, as applicable, peaceably and quietly enjoy the Premises, without hindrance from Landlord or any other party, subject to the terms of this Lease.

Section 28.18 No Joint Venture. Nothing contained in this Lease shall be deemed or construed to create a joint venture, partnership or any other relationship between Landlord and Tenant, nor cause either party to be liable for the obligations of the other party, it being the intention of the parties hereto that the only relationship between them is that of Landlord and Tenant. Each of Landlord and Tenant represents and warrants to the other that it has the legal right and authority to execute this Lease, and the execution and delivery thereof has been duly authorized by all requisite action.

Section 28.19 Interpretation. This Lease has been negotiated at arm's-length. In the event of any ambiguity in any of the terms and provisions, the Lease shall not be interpreted against or in favor of either Landlord or Tenant, but the Lease shall be interpreted in accordance with the intent of the parties and the function of its terms and provisions.

Section 28.20 No Merger of Title. There shall be no merger of this Lease or the leasehold estate created by this Lease with the fee estate in the Premises or any part thereof by reason of the fact that the same person, firm, corporation or other entity may acquire or own or hold, directly or indirectly (a) this Lease or the leasehold estate created by the Lease or any interest in this Lease or in any such leasehold estate; and (b) the fee estate in the Premises or any part thereof or any interest in such fee estate. No such merger shall occur unless and until all corporations, firms and other entities, including each Leasehold Mortgagee, having any interest in: (i) this Lease or the leasehold estate created by this Lease; and (ii) the fee estate in the Premises or any part thereof shall join in a written instrument effecting such merger and shall duly record the same.

Section 28.21 Business Day. If the time period by which any right, option or election provided under this Lease must be exercised, or by which any act required hereunder must be performed, or by which any closing hereunder must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended through the close of business of the next regularly scheduled business day.

Section 28.22 Legal Fees. In the event that at any time during the Term either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease, or any Default hereunder, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of attorneys' fees and disbursements incurred therein by the successful party, with "success" being measured as the net judgment received versus the total damages claimed. Such reimbursement shall include all legal expenses incurred prior to trial, at trial and at all levels of appeal and post judgment proceedings, including reasonable efforts to collect a judgment.

Section 28.23 Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by the parties hereto, the parties hereto agree to perform, execute and/or deliver any and all such further acts, deeds and assurances as may be reasonably required to consummate the transaction contemplated hereby.

Section 28.24 Time of the Essence. Time wherever mentioned in this Lease, is of the essence with respect to the performance of the respective obligations of Landlord and Tenant set forth in this Lease.

Section 28.25 Radon: In accordance with the requirements of Section 404.056(8), Florida Statutes, the following notice is hereby given:

> **RADON GAS. Radon is a naturally occurring radioactive gas that, when it is 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 the local County Public Health Center.**

Section 28.26 Exhibits. The Exhibits noted below are incorporated herein and made a part of this Lease.

Exhibits
Exhibit A-1 – Site Plan Showing the Premises
Exhibit A-2 – Legal Description of the Premises
Exhibit B – Description of Plans and Specifications
Exhibit C – Form of Memorandum of Lease

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto agree to the terms of this Lease on the year and date first written above.

LANDLORD:

JACKSONVILLE ASSOCIATION OF FIREFIGHTERS, IAFF LOCAL NO. 122, INC., a Florida not for profit corporation

By: _____
Name: Randy Wyse
Title: President

TENANT:

CITY OF JACKSONVILLE, a consolidated municipal corporation and political subdivision of the State of Florida

By: _____
Name: Karen Bowling
Title: Chief Administrative Officer
For: Mayor Donna Deegan
Under Authority Of:
Executive Order No: 2023-02

Attest: _____
Name: James R. Coggin, Jr.
Title: Corp Sec

CITY OF JACKSONVILLE FLORIDA

FORM APPROVED:

_____
Office of General Counsel

GC-#1574860-v1-Ground Lease - JFRD Health and Wellness Center .docx

EXHIBIT A-1

SITE PLAN SHOWING PREMISES

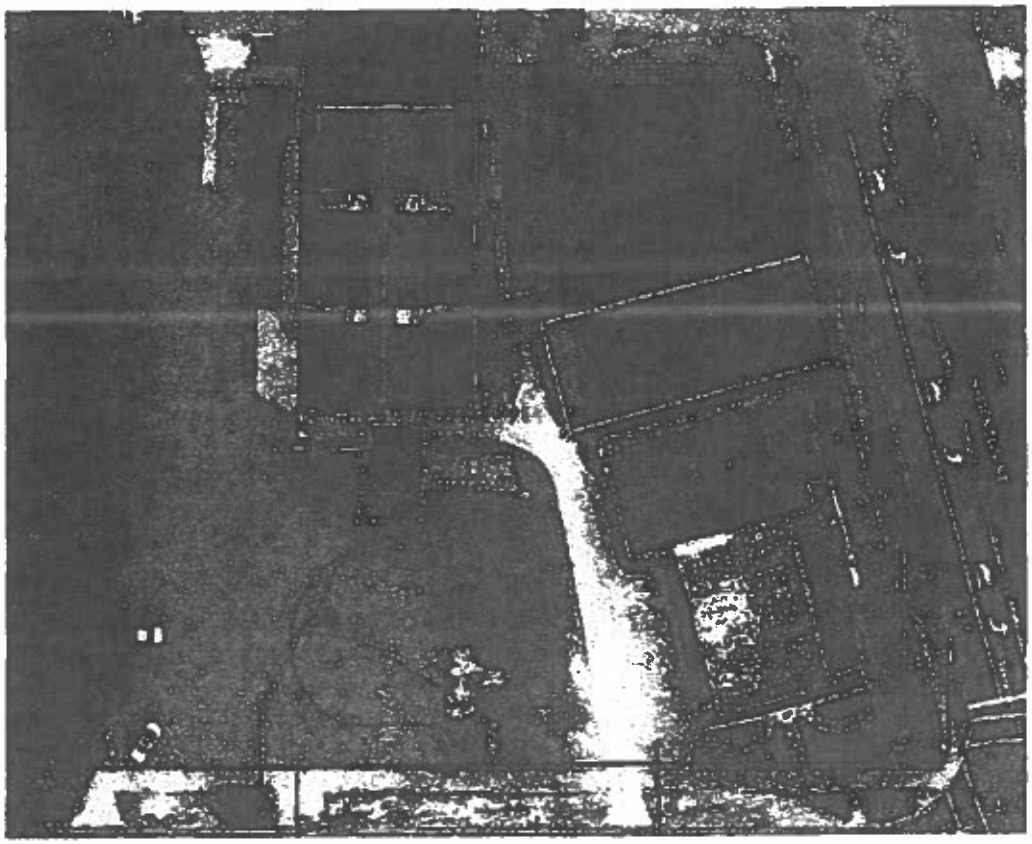

EXHIBIT A-2

LEGAL DESCRIPTION OF PREMISES

Lots 1, 2, 3, 5, 6, 7, 20, 21 and 22, Block 9, Riverside Improvement Company's Addition to Riverside, according to the plat thereof as recorded in Plat Book 5, page 47 of the current public records of Duval County, Florida.

Lot 4, Block 9, R.I. Company's Addition to Riverside, a subdivision or Addition to the City of Jacksonville, Florida, according to the plat thereof as recorded in Plat Book 5, page 47 of the current public records of Duval County, Florida.

EXHIBIT B

DESCRIPTION OF PLANS AND SPECIFICATIONS

To be attached upon completion and approval of the plans and specifications as provided in Section 8.2 of the Lease.

EXHIBIT C

FORM OF MEMORANDUM OF LEASE

WHEN RECORDED MAIL TO:

_____
_____
_____
_____
Attn: _____

_____ SPACE ABOVE THIS LINE FOR RECORDER'S USE _____

MEMORANDUM OF LEASE

MADE as of the _____ day of September, 2023.

BY AND BETWEEN

JACKSONVILLE ASSOCIATION OF FIREFIGHTERS, IAFF LOCAL NO. 122, INC., a Florida not for profit corporation.

AND

CITY OF JACKSONVILLE, a consolidated Florida municipal corporation and political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, as of the date hereof, Landlord and Tenant entered into a certain Lease (hereinafter called the "Lease"); and

WHEREAS, Landlord and Tenant are desirous of entering into this Memorandum of Lease as evidence of the Lease for purposes of recording in the County in which the Property (hereafter defined) is located.

NOW, THEREFORE, intending to be legally bound, Landlord and Tenant hereby set forth the following information with respect to the Lease:

1. The name of the Landlord is JACKSONVILLE ASSOCIATION OF FIREFIGHTERS, IAFF LOCAL NO. 122, INC.

2. The name of the Tenant is CITY OF JACKSONVILLE, a Florida municipal corporation and political subdivision of the State of Florida.

3. The addresses set forth in the Lease as addresses of the parties are:

LANDLORD:	Jacksonville Association of Firefighters, IAFF Local No. 122, Inc. 625 Stockton Street Jacksonville, Florida 32204 Attn: Randy Wyse
TENANT:	City of Jacksonville JFRD 515 N. Julia Street Jacksonville, Florida 32202 Attn: April Mitchell

4. The Lease is dated as of September ____, 2023.

5. The description of the demised premises as set forth in the Lease is as set forth on Exhibit A attached hereto and made a part hereof (the "Property"). The Property is owned by Landlord, the legal description of which is set forth on Exhibit B attached hereto and made a part hereof ("Premises").

6. The date of the commencement of the term of the Lease is October ___, 2023.

7. The term of the Lease expires on October ___, 2122.

8. Section 8.5 of the Lease contains the following language:

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

THE TERMS AND PROVISIONS OF FLORIDA STATUTES, SECTION 713.10.

[Remainder of page intentionally blank; signature page follows.]

EXHIBIT A
to Memorandum of Lease

LEGAL DESCRIPTION OF PROPERTY

Lots 1, 2, 3, 5, 6, 7, 20, 21 and 22, Block 9, Riverside Improvement Company's Addition to Riverside, according to the plat thereof as recorded in Plat Book 5, page 47 of the current public records of Duval County, Florida.

Lot 4, Block 9, R.I. Company's Addition to Riverside, a subdivision or Addition to the City of Jacksonville, Florida, according to the plat thereof as recorded in Plat Book 5, page 47 of the current public records of Duval County, Florida.

WITNESS the due execution hereof as of the _____ day of September, 2023.

LANDLORD:

JACKSONVILLE ASSOCIATION OF FIREFIGHTERS, IAFF LOCAL NO. 122, INC., a Florida not for profit corporation

By:_____
Name: Randy Wyse
Title: President

TENANT:

CITY OF JACKSONVILLE, a consolidated municipal corporation and political subdivision of the State of Florida

By:_____
Name:
Title:

Attest:_____
Name:
Title:

FORM APPROVED:

_____
Office of General Counsel

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of *(check one)* ☒ physical presence or ☐ online notarization, this ____ day of September, 2023, by Randy Wyse, the President of JACKSONVILLE ASSOCIATION OF FIREFIGHTERS, IAFF LOCAL NO. 122, INC., a Florida not for profit corporation, on behalf of the corporation. They *(check one)* ☐ are personally known to me, or ☐ have produced a valid driver's license as identification.

{NOTARY SEAL}

CHARLES L. BALDWIN
Commission # GG 984551
Expires May 6, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

Print Name: Charles L. Baldwin
Notary Public, State and County Aforesaid
My Commission Expires: May 6, 2024
Commission Number: GG 984551

Notary Public

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of *(check one)* ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023, by _____ of the City of Jacksonville. They *(check one)* ☐ are personally known to me, or ☐ have produced a valid driver's license as identification.

{NOTARY SEAL}

Print Name:_____
Notary Public, State and County Aforesaid
My Commission Expires:_____
Commission Number:_____

SUBJECT: RFQ FOR DESIGN BUILD SERVICES VERTICAL/ARCHITECTURAL (VERTICAL) DESIGN BUILD PROJECTS

BID #: CDB-0133-21 OPEN DATE: 9/1/2021

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 4 NUMBER RECEIVED: 7 OTHER: 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
The City had previously issued this RFQ and the evaluation committee has evaluated proposals Subsequently presentations were conducted and evaluated on February 3, 2022. Based upon the combination of proposal and presentation evaluations scores and rankings are as follows (Listed in alphabetical order)

Firm	Score	Ranking
Auld & White Constructors, LLC	118	1
Baker Consulting and Engineering, LLC dba Baker Design Group	97 50	3
Stellar Group, Inc.	115	2

Recommend approval of award to Auld & White Constructors, LLC as receiving the highest score in accordance with the evaluation and ranking above. Period of service will be five (5) years from the date of contract execution Total not-to-exceed award amount will be $8,000,000.00 annually ($40,000,000 00 total) with carryover for any unused portion

This award will be funded from various agency accounts and executed by formal contract through the Office of General Counsel

Attachments: Recommendation Memo, EBO Concurrence, Scoring Matrix, Section 2 6, Attachment B, Previous Awards

ANALYST JACLYN STAMOS

RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: ROBIN G. SMITH P.E. CHIEF, ENGINEERING AND CONSTRUCTION MANAGEMENT

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING ϕ DATE 7/7/2022

OTHER

ACTION OF AWARDING AUTHORITY DATE 7/7/2022

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

SUBJECT: RFQ FOR DESIGN BUILD SERVICES VERTICAL/ARCHITECTURAL (VERTICAL) DESIGN BUILD PROJECTS

BID #: CDB-0133-21 OPEN DATE: 9/1/2021

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: 4 NUMBER RECEIVED: 7 OTHER: _

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Interviews were conducted with the top three ranked firms listed below Recommend approval to enter into negotiations with the top ranked firm, Auld & White Constructors LLC, for the Design Build Services Vertical/Architectural (Vertical) Design Build Projects

1 Auld & White Constructors LLC	118
3 Baker Consulting and Engineering, LLC dba Baker Design Build	97.50
2 Stellar Group, Inc	115

Attachments Recommendation Memo, Tabulation and Scoring Matrix Evaluation Criteria and Previous Awards

ANALYST Annette Burney

RESPECTFULLY SUBMITTED GREGORY PEASE CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Robin G Smith P E Chief, Engineering and Construction Management

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE 3/24/2022

OTHER

ACTION OF AWARDING AUTHORITY DATE 3/24/2022

APPROVED ✓ DISAPPROVED

OTHER:

SIGNATURE OF AUTHENTICATION

SUBJECT: RFQ FOR DESIGN BUILD SERVICES VERTICAL/ARCHITECTURAL (VERTICAL) DESIGN BUILD PROJECTS

BID #: CDB-0133-21

OPEN DATE: 9/1/2021

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD

AGENCY: DEPARTMENT OF PUBLIC WORKS

BASIS OF AWARD: EVALUATION CRITERIA

NUMBER OF BIDS INVITED: _ NUMBER RECEIVED: 7 OTHER: _

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Public Works received and evaluated seven (7) responses for the Request for Qualifications Recommend approval to proceed with oral interviews with the top three (3) highest scoring firms listed below

Auld & White Constructors LLC	89.5
Stellar Group, Inc.	89
Baker Consulting and Engineering, LLC dba Baker Design Build	75.5

Attachments: Recommendation Memo, Tabulation and Scoring Matrix, Evaluation Criteria

ANALYST: Annette Burley

RESPECTFULLY SUBMITTED: GREGORY PEASE CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Robin G. Smith P.E. Chief, Engineering and Construction Management

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE 1/13/2022

OTHER

ACTION OF AWARDING AUTHORITY DATE 1-18-22

APPROVED ✓ DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

Urlon Hughes
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of
Executive Order No. 2019-02