

**BEFORE THE STATE OF FLORIDA
FLORIDA HOUSING FINANCE CORPORATION**

RECEIVED

MELISSA GROVE, LTD.

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Petitioner,
vs.

FHFC Case #2022-026BP

RFA No. 2022-301

**FLORIDA HOUSING
FINANCE CORPORATION**

FLORIDA HOUSING FINANCE
CORPORATION,

Respondent.

**FORMAL WRITTEN PROTEST AND
PETITION FOR ADMINISTRATIVE HEARING**

Petitioner, MELISSA GROVE, LTD. (“Melissa Grove”), pursuant to sections 120.57(3), Florida Statutes (“F.S.”), and Rules 28-110 and 67-60, Florida Administrative Code (“FAC”) hereby files this Formal Written Protest and Petition for Administrative Hearing regarding the review, ranking, scoring and eligibility decisions of Respondent, FLORIDA HOUSING FINANCE CORPORATION (“Florida Housing”) in awarding funding pursuant to Request for Application 2022-301 Housing Credit Financing for Affordable Housing Developments Located in Duval County (the “RFA”). In support Melissa Grove provides as follows:

1. Melissa Grove is a Florida limited partnership in the business of providing affordable housing. Melissa Grove is located at 3030 Hartley Road, Suite 310, Jacksonville, Florida 32257

2. Florida Housing is the allocating agency for the State of Florida that was granted the authority to issue the RFA for the purpose of construction, redevelopment, or rehabilitation of much needed affordable housing. Florida Housing's address is 227 North Bronough Street, Suite 500, Tallahassee, Florida 32301.

3. On January 24, 2022, Florida Housing issued the RFA which offered funding as follows:

SECTION ONE
INTRODUCTION

This Request for Applications (RFA) is open to Applicants proposing the development of affordable, multifamily housing located in Duval County. Under this RFA, Florida Housing Finance Corporation (the Corporation) expects to have up to an estimated \$1,868,000 of Housing Credits available for award to proposed Developments located in Duval County. The Corporation is soliciting applications from qualified Applicants that commit to provide housing in accordance with the terms and conditions of this RFA, inclusive of all Exhibits, applicable laws, rules and regulations, and the Corporation's generally applicable construction and financial standards.

4. Through the issuance of the RFA, Florida Housing sought to solicit proposals from qualified applicants that would provide affordable housing consistent with the terms and conditions of the RFA, applicable laws, rules, and regulations.

5. On February 8, 2022, Melissa Grove submitted its Application in response to the RFA that included information concerning the development of a 90 unit affordable housing apartment complex in Duval County, Florida, named Melissa Grove. Florida Housing received 4 applications in response to the RFA.

6. As the Owner and Developer of a proposed project seeking funding through the RFA, Melissa Grove is substantially affected by the review, scoring, and ranking of the responses to the RFA. Consistent with the primary mission and goal of the RFA, Melissa Grove seeks to provide much needed affordable housing in Duval County. Without the funds provided by the RFA, Melissa Grove will be unable to provide this much needed housing. Accordingly, Melissa Grove's substantial interests are affected by the decisions made by Florida Housing.

7. On February 22, 2022, the designated Review Committee met and considered all Applications submitted in response to the RFA. The Review Committee consisted of Florida Housing staff. At the meeting the Review Committee orally listed and manually input the scores for each section of each Application and ultimately made a recommendation to the Florida Housing Board of Directors for their consideration. The Review Committee found Melissa Grove's Application to be eligible but not recommended for funding, rather Application No. 2022-250C, Sweetwater Village, was recommended for funding.

8. On March 4, 2022, the Board received, accepted and approved the Review Committee's ranking and funding recommendation.

9. On March 9, 2022, Melissa Grove timely filed its Notice of Intent to Protest.

10. This Formal Written Protest is being timely filed and Florida Housing has waived the bid protest bond requirement for the RFA. As a Developer of affordable housing in need of supplemental funding, Melissa Grove's substantial interests are affected by Florida Housing's decisions in this case to award funding pursuant to the RFA.

11. In this action Melissa Grove challenges the eligibility determination made by Florida Housing as it relates to the Sweetwater Village Application. If successful in its challenge Melissa Grove as the next highest ranked, unfunded Application will move into the funding range displacing Sweetwater Village.

12. Initially, Melissa Grove challenges the Sweetwater Village Application as being ineligible because it has not provided information sufficient to satisfy the Site Control requirements of the RFA.

13. At Section Four(A)(7)(a) the RFA requires an applicant to demonstrate readiness to proceed, including control over the proposed site upon which its Development will be constructed.

14. The RFA specifically requires as follows:

Readiness to Proceed

a. Site Control

Demonstrate site control by providing, as **Attachment 6**, the documentation required in Items (1), (2), and/or (3), as indicated below, demonstrating that it is a party to an eligible contract or lease, or is the owner of the subject property. Such documentation must include all relevant intermediate contracts, agreements, assignments, options, conveyances, intermediate leases, and subleases. If the proposed Development consists of Scattered Sites, site control must be demonstrated for all of the Scattered Sites.

(1) **An eligible contract must meet all of the following conditions:**

(a) It must have a term that does not expire before August 31, 2022 or that contains extension options exercisable by the purchaser and conditioned solely upon payment of additional monies which, if exercised, would extend the term to a date that is not earlier than August 31, 2022;

(b) It must specifically state that the buyer's remedy for default on the part of the seller includes or is specific performance;

(c) The Applicant must be the buyer unless there is an assignment of the eligible contract, signed by the assignor and the assignee, which assigns all of the buyer's rights, title and interests in the eligible contract to the Applicant; and

(d) The owner of the subject property must be the seller, or is a party to one or more intermediate contracts, agreements, assignments, options, or conveyances between or among the owner, the Applicant, or other parties, that have the effect of assigning the owner's right to sell the property to the seller. Any intermediate contract must meet the criteria for an RFA contract in (a) and (b) above.

(emphasis added)

15. In an attempt to respond to the RFA Site Control Requirement, Sweetwater Village, at Attachment 6, submitted multiple documents including a Contract for Purchase and Sale of Real Property (“Contract”). The Contract at Page 1 provides as follows:

(a) Closing Date. The Closing Date shall be the date that is thirty (30) days after the expiration of the Investigation Period, as extended herein, or such other dates as may be provided by this Contract; however, at Buyer’s option, the Closing Date may be extended for three (3) consecutive periods of thirty (30) days (each a “Closing Extension Period”). Buyer shall, at least five (5) Business Days prior to the then scheduled Closing Date, deliver to Seller and Escrow Agent a written notice to extend the Closing Date and deliver to Escrow Agent a deposit in the amount of Ten Thousand Dollars (\$10,000.00) for each Closing Extension Period (individually and collectively, the “Closing Date Extension Deposit”). The Closing Date Extension Deposits shall be refundable to the Buyer should Closing not occur, notwithstanding anything in this Contract to the contrary. The Closing Date Extension Deposits shall be non-refundable upon Closing.

(b) Deposit. The aggregate sum of the Initial Deposit delivered to the Escrow Agent, together with the Additional Deposit and the Closing Date Extension Deposit, if any.

(c) Effective Date. The date first set forth above.

(d) Escrow Agent. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., 150 West Flagler Street, Suite 2200, Miami, Florida 33130.

(e) Housing Credit Allocation. A final, non-appealable allocation of Low Income Housing Tax Credits (“Housing Credits”) funds from the Florida Housing Finance Corporation (“FHFC”), whether alone or in combination with local or state multifamily mortgage revenue bonds, in an amount deemed sufficient by Buyer in its reasonable discretion, when combined with other available sources, to enable Buyer to construct Buyer’s Contemplated Improvements.

(f) Initial Deposit. The sum of Ten Thousand Dollars (\$10,000.00).

(g) Investigation Period. The period of time beginning on the Effective Date and ending on the earlier of (i) April 30, 2022, and (ii) the date that is ten (10) Business Days following the date that Review Committee Recommendations are posted to the Florida Housing website for the 2021 RFA for Housing Credit Financing for Affordable Housing Developments located in Medium and Small Counties for Tax Credit Financing.

(See Exhibit A)

16. The Contract as written does not provide a Closing Date, or a Closing Date after extensions, that would result in a term that does not expire prior to August 31, 2022. The Contract was entered into on January 22, 2022, which for purposes of the RFA commences the term of the Contract. On its face the Contract indicates an end of term or Closing Date, 30 Days after the expiration of the “Investigation Period.” The Contract establishes the “Investigation Period” to **end the earlier** of April 30, 2022, **or** 10 Business Days after the Review Committee

Recommendations are posted to the Florida Housing website *for the 2021 RFA for Housing Credit Financing for Affordable Housing Developments located in Medium and Small Counties for Tax Credit Financing*.

17. The Review Committee Meeting for RFA 2021-201 Housing Credit Financing for Affordable Housing Developments Located in Medium and Small Counties was held on November 17, 2021. The Review Committee Recommendations were posted on or about November 18, 2021. Even if one adds 10 days, plus 30 days, plus 90 days for extensions, the “Closing Date” would be prior to August 31, 2022 and accordingly the Contract does not contain a term consistent with the requirements of the RFA.

18. Assuming Sweetwater Village, in the Contract, intended to indicate 10 Business Days after the Review Committee Recommendations are posted to the Florida Housing website *for the 2022 RFA for Housing Credit Financing for Affordable Housing Developments Located In Duval County*, the term would also still expire before August 31, 2022. The Review Committee Recommendations for 2022 RFA were posted to the Florida Housing Website on February 22, 2022. The Investigation Period would therefore end 10 Business Days later, or March 8, 2022. Initial Closing would be 30 days later, or April 7, 2022. Applying first extension goes to May 7, 2022 (which is a Saturday, so extended to May 9, 2022). A Second Extension, would go through June 8, 2022. A third extension, would go through July 8, 2022, which again is prior to August 31, 2022.

19. Assuming April 30, 2022, is the “earlier” date, (which it cannot be) even adding the allowed extensions would still result in a term expiration date prior to August 31, 2022. Accordingly Sweetwater Village has not provided documentation which satisfies the term requirements of the RFA and has not demonstrated Site Control. The Sweetwater Village Application should be deemed ineligible for this reason alone.

20. Next, Melissa Grove challenges the Transit Service selection made by Sweetwater Village as to one of its selected Public Bus Stops. The RFA as it relates to Transit Services provides as follows:

(2) Transit Services (Maximum of 6 points)

Select Private Transportation or provide the location information for one of the remaining four Transit Services to achieve Proximity Points to use for calculating the Application's Transit Score. The Transit Service Scoring Charts, reflecting the methodology for calculating the points awarded based on the distances, are outlined Exhibit C.

Location of coordinates for Transit Services

To receive proximity points for Transit Services other than Private Transportation, provide latitude and longitude coordinates for that service, stated in decimal degrees, rounded to at least the sixth decimal place, and the distance between the Development Location point and the coordinates for the service. The distances between the Development Location Point and the latitude and longitude coordinates for each service will be the basis for awarding proximity points.

For a Public Bus Stop, Public Bus Rapid Transit Stop, Public Bus Transfer Stop, and Rail Station, coordinates must represent the location where passengers may embark and disembark the bus or train.

(a) Private Transportation (2 Points)

This service is defined in Exhibit B and may be selected only if the Applicant selected the Elderly (ALF or Non-ALF) Demographic Commitment.

or

(b) **Public Bus Stop (Maximum 6 Points)**

(i) This service is defined in Exhibit B and may be selected by all Applicants.

(ii) Each Public Bus Stop must meet the definition of Public Bus Stop as defined in Exhibit B. Each Public Bus Stop, except for Sister Stops, must serve at least one unique route. Up to two of the selected Public Bus Stops may be Sister Stops as defined in Exhibit B.

or

- (c) Public Bus Transfer Stop (Maximum 6 Points)

This service is defined in Exhibit B and may be selected by all Applicants.

or

- (d) Public Bus Rapid Transit Stop (Maximum 6 Points) This service is defined in Exhibit B and may be selected by all Applicants.

or

- (e) Public Rail Station (Maximum 6 Points)

This service is defined in Exhibit B and may be selected by all Applicants.

(emphasis added)

21. The RFA further defines Public Bus Stop as follows:

| | |
|-------------------|---|
| “Public Bus Stop” | <p>A fixed location at which passengers may access one or two routes of public transportation via buses. The Public Bus Stop must service at least one bus route that either (i) has scheduled stops at least hourly during the times of 7am to 9am and also during the times of 4pm to 6pm Monday through Friday, excluding holidays, on a year-round basis; or (ii) has the following number of scheduled stops within a 24 hour period, Monday through Friday, excluding holidays, on a year-round basis, for the applicable county size;</p> <p>Small and Medium Counties: 12 scheduled stops</p> <p>Large Counties: 18 scheduled stops</p> <p>Bus routes must be established or approved by a Local Government department that manages public transportation. Buses that travel between states will not be considered.</p> <p>Additionally, it must have been in existence and available for use by the general public as of the Application Deadline.</p> |
|-------------------|---|

22. In its Application at the other Transfer Services Section, Sweetwater Village selected 3 Public Bus Stops and provided coordinates and distances for all three stops. (See Exhibit B) Sweetwater Village was awarded 5 Public Bus Stop Points and deemed to have satisfied the minimum RFA Transit score which is at least 2 Transit points.

23. Public Bus Stop 3 selected by Sweetwater Village is located at longitude, latitude coordinates (30.271635 - 81.734855). As provided by The Jacksonville Transportation Authority Route Map this location serves Route 31. Route 31, and the selected Public Bus Stop, however do not meet Florida Housing and the RFA's definition for a Public Bus Stop. The selected Public Bus Stop does not have at least 18 stops as required by the RFA for Large Counties **or** an hourly stop between the hours of 7-9 am and 4-6 pm. (See Exhibit C)

24. Specifically, the Jacksonville Transportation Authority Schedule shows Route 31 has only 16 stops with stops every 70 minutes. Additionally, the afternoon stop at Route 31 is at 3:59 pm and 5:09 pm, not meeting the requirement for hourly stops between 4 and 6 pm. Accordingly Sweetwater Village has not satisfied the Transit Service requirements of the RFA and is not entitled to 5 Public Bus Stop points. Without the 5 points Sweetwater Village does not have the 2 Transit Points required by the RFA and its Application should be deemed ineligible.

25. Melissa Grove reserves the right to amend this Petition as necessary.

26. Material Issues in Dispute

- a. Whether Florida Housing's review and actions taken concerning the Sweetwater Village Application in response to the RFA was arbitrary or capricious, clearly erroneous or contrary to competition.
- b. Whether the review of the Sweetwater Village Application was inconsistent with the RFA requirements.
- c. Whether Sweetwater Village has provided documentation that satisfies the Site Control requirements of the RFA.
- d. Whether Sweetwater Village is entitled to the Transit Service Points awarded.

WHEREFORE, Melissa Grove requests that a settlement meeting be scheduled and to the extent no settlement is reached a hearing scheduled and ultimately the entry of a Recommended and Final Order determining that Florida Housing's review and scoring of the Sweetwater Village

Application was contrary to the RFA specifications and to Florida Housing's governing statutes, rules and policies to such an extent as to be arbitrary, capricious, contrary to competition, and clearly erroneous and maintaining an award of funding to Melissa Grove.

Respectfully submitted,

CARLTON, FIELDS

/s/ Michael P. Donaldson

MICHAEL P. DONALDSON

Florida Bar No. 0802761

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Counsel for Melissa Grove, Ltd.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the original of the foregoing Formal Written Protest and Petition for Administrative Proceedings has been filed by e-mail with the Corporation Clerk, Florida Housing Finance Corporation, 227 North Bronough Street, Suite 5000, Tallahassee, FL 32301, this 18th day of March 2022.

/s/ Michael P. Donaldson

MICHAEL P. DONALDSON

Attachment 6

ASSIGNMENT OF CONTRACT

KNOWN ALL MEN BY THESE PRESENTS, that **Ability Holding, LLC**, a Florida limited liability company ("**Assignor**"), for and in consideration of the sum of [One Million Nine Hundred Seventy -Five Thousand and No/100 Dollars (\$1,975,000.00)(the "**Assignment Price**"), does hereby assign to **Ability SWV, LLC** a Florida limited liability company ("**Assignee**"), all of its right, title and interest, as Buyer (as defined in the Contract), under that certain Contract for Purchase and Sale of Real Property (the "**Contract**") for the purchase from **Florida Title Group, Inc.** as seller, effective on January 22, 2022, with respect to a portion of the Property (as defined in the Contract), which portion is identified on **Exhibit A** attached hereto (the "**Assigned Parcel**"). The Assignment Price shall be paid to the Assignor upon closing pursuant to the Contract (as defined below), the receipt and sufficiency of which is hereby acknowledged. With respect to the Assigned Parcel, Assignor hereby authorizes Seller to accept the Assignee as the buyer pursuant to the Contract as if Assignee had been the original Buyer under the Contract.

Assignee hereby accepts the assignment described above and assumes and undertakes to pay, perform, and discharge each and every one of the obligations of the Assignor under the Contract with respect to the Assigned Parcel. The parties to this Assignment of Contract certify that Assignee is an entity owned and controlled by Assignor's principals.

This Assignment of Contract shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns and shall be governed by the laws of the State of Florida. The parties hereto agree to execute and deliver, or cause to be executed and delivered, such further instruments or documents and take such other actions as may be required to carry out effectively the assignment contemplated herein. This Assignment of Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

TO HAVE AND TO HOLD the same unto the said Assignee, its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 7 day of February 2022.

Assignor:

Ability Holding, LLC, a Florida limited liability company

By: **Ability Housing, Inc.**, a Florida not-for-profit corporation,
it's Manager



By: _____
Shannon Nazworth, President

Assignee:

Ability SWV, LLC, a Florida limited liability company

By: **Ability SWV MSM, LLC**, a Florida limited liability company, its
Manager and Sole Member

By: **Ability Housing, Inc.**, a Florida not-for-profit
corporation, it's Manager



By: _____
Shannon Nazworth, President

EXHIBIT "A"
LEGAL DESCRIPTION

Real Estate Parcel #'s 102943-0200, 105258-0100, 102938-0100,
102938-0050, 102938-0150, 102943-0300

CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY

This Contract for Purchase and Sale of Real Property (the "Contract") is made and entered into as of the 27 day of July, 2022 (the "Effective Date") by and between FLORIDA TITLE GROUP, INC., a Florida corporation (the "Seller"), and ABILITY HOLDING, LLC, a Florida limited liability company, or assigns (the "Buyer").

In consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

1. Definitions. The following capitalized terms shall have the meanings given to them in this Section 1. Other capitalized terms when used in this Contract shall have the meanings given to such terms in the Definitions Addendum attached hereto as Exhibit "B".

(a) Closing Date. The Closing Date shall be the date that is thirty (30) days after the expiration of the Investigation Period, as extended herein, or such other dates as may be provided by this Contract; however, at Buyer's option, the Closing Date may be extended for three (3) consecutive periods of thirty (30) days (each a "Closing Extension Period"). Buyer shall, at least five (5) Business Days prior to the then scheduled Closing Date, deliver to Seller and Escrow Agent a written notice to extend the Closing Date and deliver to Escrow Agent a deposit in the amount of Ten Thousand Dollars (\$10,000.00) for each Closing Extension Period (individually and collectively, the "Closing Date Extension Deposit"). The Closing Date Extension Deposits shall be refundable to the Buyer should Closing not occur, notwithstanding anything in this Contract to the contrary. The Closing Date Extension Deposits shall be non-refundable upon Closing.

(b) Deposit. The aggregate sum of the Initial Deposit delivered to the Escrow Agent, together with the Additional Deposit and the Closing Date Extension Deposit, if any.

(c) Effective Date. The date first set forth above.

(d) Escrow Agent. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., 150 West Flagler Street, Suite 2200, Miami, Florida 33130.

(e) Housing Credit Allocation. A final, non-appealable allocation of Low Income Housing Tax Credits ("Housing Credits") funds from the Florida Housing Finance Corporation ("FHFC"), whether alone or in combination with local or state multifamily mortgage revenue bonds, in an amount deemed sufficient by Buyer in its reasonable discretion, when combined with other available sources, to enable Buyer to construct Buyer's Contemplated Improvements.

(f) Initial Deposit. The sum of Ten Thousand Dollars (\$10,000.00).

(g) Investigation Period. The period of time beginning on the Effective Date and ending on the earlier of (i) April 30, 2022, and (ii) the date that is ten (10) Business Days following the date that Review Committee Recommendations are posted to the Florida Housing website for the 2021 RFA for Housing Credit Financing for Affordable Housing Developments located in Medium and Small Counties for Tax Credit Financing.

(h) Leases. All leases, operating agreements, concession agreements, license agreements, or similar agreements or contracts that permit any use or occupancy of the Property or any portion thereof as of the Closing Date.

(i) Purchase Price. The sum of One Million Nine Hundred Ninety Five Thousand Dollars (\$1,995,000.00); provided, however, the Purchase Price shall be increased by the amount of each Closing Date Extension Deposit.

(j) Service Contracts. Any contracts, service agreements, maintenance agreements, management agreements, supply contracts, equipment leases, advertising agreements, broker agreements, and/or any other written or oral agreements now in effect at, or with respect to, the Property as more fully described on Schedule 7(a)(xii) attached hereto and made a part hereof other than such contracts and agreements that can be cancelled without penalty with at least thirty (30) days' notice ("Service Contracts").

2. Purchase and Sale. Seller agrees to sell and convey the Property to Buyer and Buyer agrees to purchase and acquire the Property from Seller on the terms and conditions hereinafter set forth.

3. Purchase Price. The Purchase Price shall be paid as follows:

(a) Deposit. Within five (5) Business Days after the execution of this Contract by Buyer and Seller, Buyer shall deliver to Escrow Agent the Initial Deposit. Prior to Closing, Escrow Agent may keep the Deposit in an escrow account with a commercial or savings bank doing business in Florida.

(b) Cash to Close. The Cash to Close shall be paid to Seller in accordance with the closing procedure hereinafter set forth. Buyer shall receive a credit at Closing for the amount of the Deposit at Closing and for the interest earned, if any, on any portion of the Deposit held in escrow pending Closing.

4. Investigation Period.

(a) Suitability for Use. During the Investigation Period, Buyer shall determine, in its sole and absolute discretion, whether the Property is suitable for Buyer's Intended Use of the Property.

(b) Seller's Delivery of Property Records. Within ten (10) Business Days of the Effective Date, Seller shall deliver to Buyer the Property Records. In addition to the foregoing, Seller agrees to cooperate with and provide Buyer, upon request, the specific documentation, records and other information required to expedite the due diligence, financing and any necessary government approvals sought by Buyer.

(c) Buyer's Inspection of the Property. During the Investigation Period, and if Buyer elects to go forward with the Closing, from the end of the Investigation Period until the Closing Date, Buyer shall have the right to enter upon the Land with at least one (1) Business Days'

notice and to make all inspections and investigations of the condition of the Land which it may deem necessary, including, but not limited to, soil borings with the prior written approval of the Seller (which approval shall not be unreasonably withheld or delayed), percolation tests, engineering and topographical studies, environmental audits, wetland jurisdictional surveys, and investigations of the availability of utilities, all of which inspections and investigations shall be undertaken at Buyer's cost and expense. A copy of all reports received by Buyer shall be promptly delivered to the Escrow Agent to hold on behalf of the Seller. After completing its inspection of the Property, if Buyer elects to terminate this Contract in accordance with this Section 4, Buyer shall restore any physical damage or alteration of the physical condition of the Land which results from any inspections or activities conducted by Buyer, unless arising out of or in connection with a pre-existing condition on the Land (except to the extent such condition is exacerbated by Buyer) or caused by the gross negligence or willful misconduct of Seller, its agents, contractors, managers, occupants or a tenant.

(d) Parties' Right to Terminate. Buyer shall have the unilateral right to terminate this Contract at any time prior to the expiration of the Investigation Period, by delivery of written notice of termination to Seller and Escrow Agent prior to expiration of the Investigation Period. Upon a termination of this Contract pursuant to this Section 4, Escrow Agent shall return to Buyer the Deposit and thereafter this Contract shall be terminated and except as otherwise specifically set forth in this Contract, neither Buyer nor Seller shall have any further rights or obligations hereunder. If Buyer elects to proceed under this Contract and provided Seller shall not be in default hereunder, within three (3) Business Days following the Investigation Period, Buyer shall deposit into escrow with the Escrow Agent the sum of Ten Thousand Dollars (\$10,000.00) as the additional deposit (the "Additional Deposit"), and the Deposit shall become non-refundable to Buyer as of the end of the Investigation Period; provided, however, that the Deposit shall remain refundable in the event (i) the Conditions to Closing set forth in Section 10 items (a) through (c) are not satisfied as of the Closing Date; (ii) the Buyer is entitled to a refund of the Deposit pursuant to Sections 4(e), 5(e) or 16 below; or (iii) Buyer terminates this Contract pursuant to its termination rights set forth in this Section 4(d).

(e) Buyer's Reinspection of the Property. Seller covenants, pursuant to the provisions of Section 8 below, that Seller shall maintain the Property in its current condition until the Closing Date. Buyer shall have the right to enter upon the Land with at least one (1) Business Days' notice prior to the Closing to confirm that the Property has been maintained in the manner covenanted by Seller. In the event that the condition of the Property is materially different so as to inhibit the use of the Land for Buyer's Intended Use of the Property, at such time prior to Closing, than it was at the time of the performance of the Buyer's inspections as contemplated herein, Buyer shall have the right to terminate this Contract by written notice to Seller and to Escrow Agent, whereupon the Deposit shall be refunded to the Buyer, and neither Buyer nor Seller shall have further rights or obligations hereunder. Further, if the material difference in the Land is due to the affirmative act of Seller, or act of a third party affirmatively consented to by Seller, Seller shall reimburse Buyer for Buyer's Costs.

5. Title.

(a) Marketable Title to Land. Seller shall convey to Buyer marketable title to the Land, subject only to the Permitted Exceptions. Marketable title shall be determined according to the Title Standards adopted by authority of The Florida Bar and in accordance with law.

(b) Delivery of Title Evidence. Seller shall deliver to Buyer the Prior Policy, if available, within five (5) Business Days following the Effective Date. Within thirty (30) days of the Effective Date or if later as soon as available from the Title Company, the Escrow Agent, at Buyer's expense, shall cause the Title Company to deliver to both Buyer and Seller an owner's commitment for extended coverage title insurance in an amount equal to the Purchase Price, and copies of all documents evidencing the exceptions contained therein.

(c) Buyer to Notify Seller of Objectionable Exceptions. Buyer shall have until the later of (i) the expiration of the Investigation Period, and (ii) fifteen (15) Business Days after Buyer's receipt of the Title Commitment and Survey to notify Seller as to any exception which is unacceptable to Buyer or Buyer's Attorney (the "Objectionable Exceptions"). If at any time after delivery of the Title Commitment and prior to Closing, Buyer receives notice of or otherwise discovers that title to the Land is subject to any additional exceptions which Buyer finds unacceptable, Buyer shall notify Seller in writing of such additional Objectionable Exceptions to which Buyer objects within ten (10) Business Days after Buyer receives notice of such Objectionable Exceptions. Buyer's failure to timely notify Seller as to any Objectionable Exception shall be deemed a waiver of such Objectionable Exception.

(d) Objectionable Exceptions.

(i) Mandatory Exceptions. After Buyer has notified Seller of any Objectionable Exceptions, if the Objectionable Exceptions are (i) liquidated claims, outstanding mortgages, judgments, taxes, monetary liens or encumbrances (other than taxes which are subject to adjustment pursuant to this Contract), or are otherwise curable by the payment of money, without resort to litigation; (ii) requirements of the Title Commitment pertaining to the execution and delivery of the Deed (as hereinafter defined), Seller's delivery of formation and governance documents, and Seller's execution of authorizing consents, resolutions, and certificates authorizing the transaction contemplated by this Agreement; (iii) all general or standard exceptions of the Title Commitment applicable to Seller or otherwise customarily satisfied by sellers in commercial transactions similar to the transaction contemplated by this Agreement, including, without limitation, those relating to the "gap exception", the "parties in possession exception", and the "mechanic's lien exception" not caused by Buyer; (iv) all open or expired permits, and all municipal or code violations; and (v) any matters caused or created by or through Seller after the Effective Date and not contemplated by this Agreement without the prior written consent of Buyer which consent shall not be unreasonably withheld or delayed, then Seller shall be required to remove such Objectionable Exceptions (collectively, the "Mandatory Exceptions") from the Land by taking the actions necessary to have the Mandatory Exceptions deleted or insured over by the Title Company, or transferred to bond so that the Mandatory Exceptions are removed from the Title Commitment or cured at Closing by payment of money as necessary to cure Seller's title to the Property. The Mandatory Exceptions shall not, in any event, constitute or be deemed Permitted Exceptions and shall be paid, discharged, and/or

satisfied of record by Seller, at Seller's sole cost and expense, on, or before, the Closing Date regardless of whether or not Buyer objects to any such Mandatory Exceptions in Buyer's title objection notice. If Seller fails to cure any and all Mandatory Exceptions at or prior to Closing, then such failure shall be a default by Seller under this Agreement. In the event that any unpaid lien, tax, judgment lien, accrued assessment lien, or any other foreclosable lien affecting the Property (or any portion thereof) remains unpaid prior to Closing, then Buyer, at its option, shall be permitted to pay off and/or otherwise satisfy such lien or tax and receive a credit against the Purchase Price at Closing in the corresponding amount paid by Buyer.

(ii) Optional Exceptions. With respect to Objectionable Exceptions which are not Mandatory Exceptions (the "Optional Exceptions"), Seller shall have the right, but not the obligation, to take the actions necessary to have the Optional Exceptions deleted or insured over by the Title Company, or transferred to bond so that the Optional Exceptions are removed from the Title Commitment. If Buyer has timely notified Seller of any Optional Exceptions, Seller shall provide Buyer with written notice of its election as to whether or not it will cure the Optional Exceptions within five (5) Business Days after Seller's receipt of Buyer's notice of any Optional Exceptions. If Seller notifies Buyer that it is unable or unwilling to cure the Optional Exceptions (including in relation to the Survey in accordance with Section 6 hereof) (the "Seller's Notification"), Buyer shall have the option, to be exercised at any time five (5) days after Seller's Notification, to either (a) proceed to Closing and accept title in its existing condition without adjustment to the Purchase Price, or (b) terminate the Contract by sending written notice of termination to Seller and Escrow Agent. Notwithstanding the foregoing, Seller shall be required to cure any Objectionable Exceptions which are caused by Seller during the period of time commencing with the date of the Title Commitment through the Closing Date, regardless of the cost to cure such Objectionable Exceptions.

(e) Termination of Contract. Upon the termination of this Contract pursuant to Section 5(d)(i), Escrow Agent and Seller shall return the Deposit to Buyer and thereafter, neither Buyer nor Seller shall have any further rights or obligations hereunder except as otherwise provided in this Contract.

6. Survey.

(a) Survey. During the Investigation Period, Buyer may, at its expense, obtain a survey (the "Survey") of the Land. Seller shall deliver to Buyer its current survey of the Land, if any, within five (5) Business Days following the Effective Date.

(b) Survey Defects. Buyer shall have until the later of (i) the expiration of the Investigation Period or (ii) fifteen (15) days following Buyer's receipt of the Title Commitment to examine the Survey. If the Survey shows any encroachment on the Land, or that any improvement located on the Land encroaches on the land of others, or if the Survey shows any other defect which would affect either the marketability of title to the Property or Buyer's Intended Use of the Property, Buyer shall notify Seller of such encroachment or defect and such encroachment or defect shall be treated in the same manner as title defects are treated under this Contract. Buyer's failure to timely notify the Seller of Survey defects shall be deemed a waiver of such defects.

7. Seller's Representations.

(a) Representations and Warranties. Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Closing Date as follows:

(i) Seller's Existence and Authority. Seller is a Florida corporation, duly organized and existing in good standing under the State of Florida and qualified to do business in the State of Florida. Seller has full power and authority to own and sell the Property and to comply with the terms of this Contract. The execution and delivery of this Contract by Seller and the consummation by Seller of the transaction contemplated by this Contract are within Seller's capacity.

(ii) No Legal Bar. The execution by Seller of this Contract and the consummation by Seller of the transaction hereby contemplated does not, and on the Closing Date will not (a) result in a breach of or default under any indenture, agreement, instrument or obligation to which Seller is a party and which affects all or any portion of the Property, (b) result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound, or (c) constitute a violation of any Governmental Requirement.

(iii) No Default. Seller is not in default under any indenture, mortgage, deed of trust, loan agreement, or other agreement to which Seller is a party and which affects any portion of the Property.

(iv) Compliance With Governmental Requirements. To the knowledge of the Seller, Seller and the Property are in compliance with all Governmental Requirements other than improvements that may be required to bring the existing buildings up to code as may be required based upon an on-going code inspection of the buildings.

(v) Title. Seller is the owner of the Property. The Property is not part of or near Seller's Florida homestead property.

(vi) Litigation. There are no actions, suits, proceedings or investigations pending or threatened against Seller or the Property affecting any portion of the Property, including but not limited to condemnation actions.

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(vii) No Hazardous Material. To the actual knowledge of the Seller, the Property has not in the past been used and is not presently being used for the handling, storage, transportation or disposal of Hazardous Material. There may be some debris from old sewage tanks buried underground; however, this debris is thought not to contain Hazardous Material.

(viii) No Special Assessments or Impact Fees. To the knowledge of the Seller, no portion of the Property is or will be affected by any special assessments or impact fees imposed by any Governmental Authority.

(ix) Parties in Possession. Other than the Leases which are described on the rent roll attached hereto as Exhibit "C" (the "Rent Roll and Tenant Leases"), which Exhibit "C" includes current leases for all tenants identified on the Rent Roll and Tenant Leases, there are no leases, licenses, occupancy agreements, tenancies, occupancies, and/or any other agreement that affect, encumber, or otherwise relate to the Property or Seller, or which permits any person or entity to use or occupy the Property (or any portion thereof) affecting the Property or any persons in possession of any part of the Property (including but not limited to any tenants at sufferance or trespassers) other than Seller. All information contained in the Rent Roll and Tenant Leases is true, correct and complete in all material respects. There are no unpaid (i) leasing or other commissions or (ii) costs for tenant improvements, tenant build-outs, tenant improvement contributions, tenant improvement allowances, rent abatements, free rent periods, legal fees and/or other costs and expenses that may be due or may come due with respect to those Leases and no understanding or agreement with any party exists as to payment of any leasing commissions or fees. Neither Seller nor any tenants are in material default under the Leases, and no event has occurred that, which with the giving of notice or passage of time, or both, would constitute a material default thereunder. Neither the tenants nor any other person, firm, corporation, or other entity has any right of first refusal, option to purchase, or other right or option to acquire the Property or any portion thereof.

(x) Sales Tax. All sales tax, use tax or the equivalent, required to be paid or collected by Seller in the operation of the Property, and any interest and penalties thereon and specifically with respect to all of the Leases have been collected and paid to the appropriate governmental authority or will be paid in the ordinary course. Seller shall be responsible for the payment of all such taxes due and owing through the date preceding the Closing Date.

(xi) Service Contracts. Schedule 7(a)(xii) contains a complete and accurate list of all Service Contracts currently affecting the Property. There are no Service Contracts with respect to the Property that are not terminable by Seller (or its successors and assigns) upon no more than thirty (30) days' written notice. Seller has delivered or will deliver or make available to Buyer a true, correct, and complete copy of each of the Service Contracts as part of the Property Records. Except as set forth on Schedule 7(a)(xii) attached hereto and made a part hereof, there are no Service Contracts that affect, encumber, or otherwise relate to the Property or Seller.

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(b) Survival of Representations. All of the representations of the Seller set forth in this Contract shall be true upon the execution of this Contract, shall be deemed to be repeated at and as of the Closing Date, and shall be true as of the Closing Date.

8. Seller's Affirmative Covenants.

(a) Cooperation with Governmental Authority. Seller agrees, at no cost to Seller, to cooperate fully with Buyer with respect to Buyer's efforts to obtain approval of Buyer's financing, approval of any platting, zoning, permits, site planning, and other licenses and approvals required by Buyer in connection with Buyer's Intended Use of the Property, and upon receipt of written request therefor Seller agrees to promptly execute, acknowledge, and deliver such applications, dedications, grants, plats, documents, instruments, and consents as may be reasonably required to obtain approval; provided, however, that such documents are instruments do not adversely impact Seller.

(b) Acts Affecting Property. From and after the Effective Date, Seller will refrain from (a) performing any grading, excavation, construction or making any other material change or improvement upon or about the Property (other than those tenant improvements to existing buildings on the Property, which Seller deems necessary for tenants' continued enjoyment of the Property); (b) creating or incurring, or suffering to exist, any mortgage, lien, pledge, or other encumbrances adversely affecting the Property other than the Permitted Exceptions, including without limitation, creating or permitting to exist any leasehold interest related to the Property as of the Closing Date; and (c) committing any waste or nuisance upon the Property.

(c) Maintenance of Property. From the Effective Date until the Closing, the Property will be kept in its current condition. Seller will observe all Governmental Requirements affecting the Property and its use, until the Closing Date.

(d) Governmental Agency Notices. Seller will advise Buyer promptly of Seller's receipt of any written notice of any change in any applicable Governmental Requirement, or from any governmental agency related to the use of the Property.

(e) Further Assurances. In addition to the obligations required to be performed hereunder by Seller at the Closing, Seller agrees to perform such other acts, and to execute, acknowledge, and deliver subsequent to the Closing such other instruments, documents, and other materials as Buyer may reasonably request in order to effectuate the consummation of the transactions contemplated herein and to vest title to the Property in Buyer.

(f) Leases. From the Effective Date through Closing, Seller shall not enter into any new Leases at the Property, or amend, modify, extend, and/or renew any of the current Leases without first obtaining Buyer's prior written consent, which consent may not be unreasonably be withheld or delayed; provided, however, Seller may extend any existing Lease on a month-to-month basis. Prior to the Closing Date, Seller shall modify all agreements, contracts, licenses, or similar documents which would give any party the right to use or occupy the Property, or any portion thereof, for a period of not more than sixty (60) days following the Closing.

(g) Service Contracts. From the Effective Date through Closing, Seller shall not enter into any new Service Contracts or amend, modify, extend, and/or renew any existing Service Contracts without first obtaining Buyer's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, however, Seller may extend any existing Service Contract on a month-to-month basis. Seller may enter into new contracts so long as notice of termination is provided at the Closing. On the Closing Date, Seller shall cause notice of termination of all Service Contracts and Leases to be delivered to such vendors and tenants, and Seller will be responsible for all costs associated with termination of: (i) the Service Contracts accruing after thirty (30) days from the Closing with all claim to or against the Property with such Service Contract terminations to be at Seller's sole cost and expense; and (ii) the Leases until expiration to be at Seller's sole cost and expense.

9. Buyer's Authority. The execution and delivery of this Contract by Buyer and the consummation by Buyer of the transaction hereby contemplated are within Buyer's capacity and all requisite action has been taken to make this Contract valid and binding on Buyer in accordance with its terms.

10. Conditions to Buyer's Obligation to Close. Buyer shall not be obligated to close under this Contract unless and until each of the following conditions are either fulfilled or waived, in writing, by Buyer ("Conditions to Closing"):

(a) Compliance with Covenants. Seller shall have performed all covenants, agreements and obligations and complied with all conditions required by this Contract to be performed or complied with by Seller prior to the Closing Date.

(b) Delivery of Documents. Seller shall deliver to Buyer all instruments and documents to be delivered to Buyer at the Closing pursuant to this Contract.

(c) Representations and Warranties. All of Seller's representations and warranties shall be true and correct in all material respects.

(d) Status of Title. The status of title to the Land shall be as required by this Contract.

11. Closing. The Closing shall take place at the office of the Closing Agent on the Closing Date. Seller may deliver the Seller's Documents to the Closing Agent prior to Closing, with escrow instructions for the release of the Seller's Documents and the disbursement of the Seller's proceeds.

12. Seller's Closing Documents.

(a) Documents. At Closing, Seller shall deliver the following documents ("Seller's Closing Documents") to Closing Agent:

(i) Deed. The Deed, which shall be duly executed and acknowledged by Seller so as to convey to Buyer good and marketable fee simple title to the Land free and clear of all liens, encumbrances and other conditions of title other than the Permitted Exceptions.

(ii) Seller's No Lien, Gap and FIRPTA Affidavit. An affidavit from Seller attesting that (a) no individual, entity or Governmental Authority has any claim against the Property under the applicable contractor's lien law, (b) except for Seller, no individual, entity or Governmental Authority is either in possession of the Property or has a possessory interest or claim in the Property, and (c) no improvements to the Property have been made for which payment has not been made. The Seller's affidavit shall include language sufficient to enable the Title Company to insure the "gap", i.e., delete as an exception to the Title Commitment any matters appearing between the effective date of the Title Commitment and the effective date of the Title Policy and otherwise address any applicable Mandatory Exceptions in accordance with Section 5(d) hereof. The affidavit shall also include the certification of non-foreign status required under Section 1445 of the Internal Revenue Code to avoid the withholding of income tax by the Buyer.

(iii) Form 1099-B. Such federal income tax reports respecting the sale of the Property as are required by the Internal Revenue Code of 1986, as amended.

(iv) Authority. Proof of authority and authorization in form customarily provided, in a form sufficient to allow the Title Company to issue the Title Policy at Closing in accordance with Section 5(d) hereof.

(v) General Assignment. A general assignment by the Seller to the Buyer of all service contracts, licenses, permits, etc., if any.

(vi) Assignment of Developer Rights. An assignment of any and all rights of the Seller as developer of the Land, including, but not limited to, rights reserved under any Homeowners' Association documents, rights to water and sewer allocation, rights to storm water drainage, rights to impact fee credits and rights to allocate to the property development units.

(vii) Closing Certificate. A certificate executed by Seller dated as of the Closing Date certifying that the representations and warranties made by Seller in this Agreement are true and correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made as of the Closing Date.

(viii) Settlement Statement. Seller-executed settlement statement.

(ix) Such other documents required to address any Mandatory Exceptions in accordance with Section 5(d) hereof.

(b) Pre-Closing Delivery. Copies of Seller's Closing Documents shall be delivered to Closing Agent for review not less than three (3) days prior to the Closing Date.

13. Closing Procedure. The Closing shall proceed in the following manner:

(a) Transfer of Funds. Buyer shall pay the Cash to Close, and Escrow Agent shall deliver the Deposit being held in escrow, to the Closing Agent by wire transfer in immediately available Jacksonville funds to a depository designated by Closing Agent.

(b) Closing Agent. Escrow Agent shall prepare a closing statement ("Closing Statement") setting forth the Purchase Price, Deposit and all credits, adjustments and prorations between Buyer and Seller, and the net Cash to Close due Seller. The Closing Statement shall be executed by Buyer and Seller.

(c) Disbursement of Funds and Documents. Once the Title Company has "insured the gap," i.e., endorsed the Title Commitment to delete the exception for matters appearing between the effective date of the Title Commitment and the effective date of the Title Policy, then Closing Agent shall disburse the Deposit, net Cash to Close due Seller, and Buyer's Closing Documents to Seller, and the Seller's Closing Documents to Buyer; provided, however, that Closing Agent shall record the Deed in the Public Records of the county where the Land is located.

14. Prorations and Closing Costs.

(a) Prorations. The following items shall be prorated and adjusted between Seller and Buyer as of the midnight preceding the Closing, except as otherwise specified:

(i) Taxes. Real estate taxes shall be prorated on the following basis:

(1) If a tax bill for the year of Closing is available (after November 1), then proration shall be based upon the current bill.

(2) If the tax bill for the year of Closing is not available (between January 1 and November 1), then proration shall be based upon the prior year's tax bill based on the fully discounted amount for early payment.

(ii) Pending and Certified Liens. Certified municipal liens and pending municipal liens for which work has been substantially completed shall be paid by the Seller and other pending liens shall be assumed by the Buyer.

(iii) Other Items. All other income and expenses of the Property shall be prorated or adjusted in accordance with this Contract.

(b) Reproration of Taxes. At the Closing, the above-referenced items shall be prorated and adjusted as indicated. If subsequent to the Closing, taxes for the year of Closing are determined to be higher or lower than as prorated, a reproration and adjustment will be made at the request of Buyer or Seller upon presentation of actual tax bills, and any payment required as a result of the reproration shall be made within ten (10) days following demand therefor. All other prorations and adjustments shall be final. This provision shall survive the Closing.

(c) Seller's Closing Costs. Seller shall be responsible for the payment of the following items prior to or at the time of Closing: (i) Documentary stamps on Deed, (ii) certified and pending municipal special assessment liens for which the work has been substantially completed, (iii) all amounts due to the Broker (as defined below), (iv) its own legal fees, (v) and (vi) all costs to cure or remove any items necessary for Seller to deliver title to the Property as required hereunder, including but not limited to all Mandatory Exceptions.

(d) Buyer's Closing Costs. Buyer shall pay for the following items prior to or at the time of Closing: (i) pending special assessment liens for which the work has not been substantially completed, (ii) Survey, if any, (iii) all costs for Buyer's financing and any lender title policies or endorsements, (iv) Title Commitment and related searches, (v) the Title Policy premium and related endorsements, (vi) any Closing Agent or Escrow Agent fees, and (vii) its own legal fees.

15. Possession. Buyer shall be granted full possession of the Property at Closing and, except as provided in Section 8 of this Contract, the Property shall be unoccupied and free of any lease, license, occupancy agreement or other right of possession or claim by anyone other than Buyer.

16. Condemnation; Casualty.

(a) Condemnation. In the event of the institution of any proceedings by any Governmental Authority which shall relate to the proposed taking of any portion of the Property by eminent domain prior to Closing, or in the event of the taking of any portion of the Property by eminent domain prior to Closing, Seller shall promptly notify Buyer and either party shall thereafter have the right and option to terminate this Contract by giving the other party written notice of election to terminate within fifteen (15) days after receipt by Buyer of the notice from Seller. Seller hereby agrees to furnish Buyer with written notice of a proposed condemnation within two (2) Business Days after Seller's receipt of such notification. Should Buyer terminate this Contract, the Deposit shall immediately be returned to Buyer and thereafter the parties hereto shall be released from their respective obligations and liabilities hereunder.

(b) Casualty. In the event of casualty at the Property ("Casualty") Seller shall not be obligated to repair the damage, unless the damaged condition creates an added safety risk, increases Buyer's demolition costs in which case Seller shall reimburse Buyer for such additional demolition costs, or the failure to mitigate such damages is in violation of any applicable law, regulation or agreement to which Seller is a party and provided that the same does not create any open permit, lien or open code violation at Closing.

17. Misrepresentations; Non-Satisfaction of Conditions; Default.

(a) Buyer's Pre-Closing Remedies for Seller's Misrepresentations. In the event that Buyer becomes aware prior to Closing that any of Seller's warranties or representations set forth in this Contract are not true on the Effective Date or at any time thereafter but prior to Closing, and in the event that Seller is unable to render any such representation or warranty true and correct as of the Closing Date, Buyer may either: (a) terminate this Contract by written notice

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thereof to Seller and Escrow Agent, in which event the Deposit shall be returned to Buyer, and the parties will be relieved of all further obligations hereunder, or (b) elect to close under this Contract notwithstanding the failure of such representation, in which case the Buyer waives any claim against the Seller.

(b) Buyer's Remedies for Seller's Failure to Satisfy Conditions to Closing. In addition to any other remedy that Buyer may have for Seller's breach of this Contract, if the conditions to Buyer's obligations have not been satisfied on or before the Closing Date, Buyer shall have the option of continuing the Closing Date for a period not to exceed thirty (30) days until such time as the conditions have been satisfied; provided, however, that if such conditions are satisfied prior to expiration of said thirty (30) day period and Buyer elects to proceed under this Contract, the Closing Date shall be on or prior to the date which is twenty (20) days following the satisfaction of said conditions. This option is a continuing option and not an election of remedies; therefore, at any time after the originally scheduled Closing Date if the conditions to Buyer's obligations to close have not been satisfied, Buyer can elect to terminate this extension of the Closing Date and pursue its remedies against Seller as elsewhere provided in this Contract.

(c) Buyer's Remedies for Seller's Default. In the event that this transaction fails to close due to a refusal to close or default on the part of Seller, Buyer as its sole remedy shall have the right to elect any one of the following options:

(i) Buyer may terminate the Contract, receive a return of the Deposit, and thereafter neither Buyer nor Seller shall have any further obligations under this Contract; or

(ii) Buyer may seek specific performance of the Contract.

(d) Seller's Remedies for Buyer's Default. In the event that this transaction fails to close due to a refusal or default on the part of Buyer, as Seller's sole and exclusive remedy, the Deposit shall be paid by the Escrow Agent to Seller as agreed-upon liquidated damages and thereafter, Buyer shall return the Property Records to Seller within ten (10) days of the transaction's failure and deliver to Seller on a non-reliance basis, without any representation or warranty whatsoever, any and all third party due diligence reports, studies, site assessments, investigations, and/or other third-party due diligence materials obtained by Buyer in connection with the transaction contemplated by this Agreement (the "Third Party Reports"), to the extent that such Third Party Reports are assignable at no cost to Buyer, and which Third Party Reports shall expressly exclude any work product and/or confidential or privileged materials generated or created by or on behalf of Buyer, including, without limitation, any market studies, models, promotional materials, and/or marketing plans, and except as otherwise specifically set forth in this Contract, neither Buyer nor Seller shall have any further obligation under this Contract. Buyer and Seller acknowledge that if Buyer defaults, Seller will suffer damages in an amount which cannot be ascertained with reasonable certainty on the Effective Date and that the portion of the Deposit to be paid to Seller most closely approximates the amount necessary to compensate Seller in the event of such default. Buyer and Seller agree that this is a bona fide liquidated damage provision and not a penalty or forfeiture provision.

(e) Notice and Opportunity to Cure Defaults. Prior to either Buyer or Seller declaring a default under this Contract, the non-defaulting party shall send written notice of the default to the defaulting party and to the Escrow Agent. The defaulting party shall have a period of ten (10) days after receipt of the notice of default to cure such default. Neither Buyer nor Seller shall be entitled to any of the remedies set forth in this Section 17 prior to the sending of a notice of default to the defaulting party and the allowance of an opportunity to cure such default within ten (10) days after the receipt of the notice by the defaulting party. Notwithstanding the foregoing, neither Buyer nor Seller shall be entitled to any cure period for such party's failure to timely close on the Closing Date.

18. Brokerage Indemnification. Each party represents to the other that no broker has been involved in this transaction other than Brad Coe of Colliers International (the "Broker"). Seller shall pay to the Broker a commission fee (equal to one and one-half percent (1.5%) of the Purchase Price) pursuant to a separate written agreement with the Broker. It is agreed that if any other claims for brokerage commissions or fees are ever made against Seller or Buyer in connection with this transaction, all such other claims shall be handled and paid by the party whose actions or alleged commitments form the basis of such claim. It is further agreed that each party agrees to indemnify and hold harmless the other from and against any and all such claims or demands with respect to any brokerage fees or agents' commissions or other compensation asserted by any person, firm, or corporation in connection with this Contract or the transactions contemplated hereby.

19. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except where required to be delivered at the Closing, shall be in writing and shall either be (a) hand-delivered, (b) sent by Federal Express or a comparable overnight mail service, (c) mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, or (d) sent by electronic mail, to Buyer, Seller, Buyer's Attorney, Seller's Attorney, and Escrow Agent, at their respective addresses set forth in the Definitions Addendum of this Contract. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. The addressees and addresses for the purpose of this paragraph may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

20. Escrow Agent. The escrow of the Deposit shall be subject to the following provisions:

(a) Duties and Authorization. The payment of the Deposit to the Escrow Agent is for the accommodation of the parties. The duties of the Escrow Agent shall be determined solely by the express provisions of this Contract. The parties authorize the Escrow Agent, without creating any obligation on the part of the Escrow Agent, in the event this Contract or the Deposit becomes involved in litigation, to deposit the Deposit with the clerk of the court in which the litigation is pending and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility under this Contract. The undersigned also authorize the Escrow Agent, if it is threatened with litigation, to interplead all interested parties in any court of competent jurisdiction and to deposit the Deposit with the clerk of the court and thereupon the Escrow Agent shall be fully relieved and discharged of any further responsibility hereunder.

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(b) Liability. The Escrow Agent shall not be liable for any mistake of fact or error of judgment or any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. The Escrow Agent shall be entitled to rely on any instrument or signature believed by it to be genuine and may assume that any person purporting to give any writing, notice or instruction in connection with this Contract is duly authorized to do so by the party on whose behalf such writing, notice, or instruction is given.

(c) Indemnification. The parties will, and hereby agree to, jointly and severally, indemnify the Escrow Agent for and hold it harmless against any loss, liability, or expense incurred without gross negligence or willful misconduct on the part of the Escrow Agent arising out of or in connection with the acceptance of, or the performance of its duties under, this Contract, as well as the costs and expenses of defending against any claim or liability arising under this Contract. This provision shall survive the Closing or termination of this Contract.

(d) Buyer's Attorney. Seller acknowledges that the Escrow Agent is also Buyer's Attorney in this transaction. Seller hereby consents to the Escrow Agent's representation of Buyer in any litigation which may arise out of this Contract.

21. Assignment. This Contract may be assigned by Buyer without Seller's consent only to a wholly-owned subsidiary of the Buyer only for the Buyer's Contemplated Improvements. All other assignments will require Seller's consent. In the event of a permitted assignment of the Contract by Buyer, a duly executed Assignment of this Contract and Buyer's rights to the Deposit shall be delivered to Seller and Escrow Agent on or before the Closing Date.

22. Miscellaneous.

(a) Counterparts. This Contract may be executed in any number of counterparts, any one and all of which shall constitute the contract of the parties and each of which shall be deemed an original.

(b) Section and Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Contract.

(c) Amendment. No modification or amendment of this Contract shall be of any force or effect unless in writing executed by both Seller and Buyer.

(d) Attorneys' Fees. If any party obtains a judgment against any other party by reason of breach of this Contract, Attorneys' Fees and costs shall be included in such judgment.

(e) Governing Law. This Contract shall be interpreted in accordance with the internal laws of the State of Florida, both substantive and remedial.

(f) Entire Contract. This Contract sets forth the entire agreement between Seller and Buyer relating to the Property and all subject matter herein and supersedes all prior and

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contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

(g) Time of the Essence. Time is of the essence in the performance of all obligations by Buyer and Seller under this Contract.

(h) Computation of Time. Any reference herein to time periods of less than six (6) days shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period, date or day provided for in this Contract which ends on or is a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full Business Day.

(i) Successors and Assigns. This Contract shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

(j) Construction of Contract. All of the parties to this Contract have participated freely in the negotiation and preparation hereof; accordingly, this Contract shall not be more strictly construed against any one of the parties hereto.

(k) Gender. As used in this Contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

(l) Joint and Several Liability. The liability of Seller under this Contract, and any documents executed in connection herewith, shall be joint and several.

23. Notice Regarding Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

24. Venue. Buyer and Seller agree that any suit, action, or other legal proceeding arising out of or relating to this Contract may be brought in a court of record of the State of Florida in Duval County.

25. Force Majeure. In the event that Seller or Buyer's performance of their respective obligations pursuant to this Agreement is prevented or delayed by consequence of an act of God, act of war, act of terrorism, or act of the public enemy, or national emergency, or a governmental restriction upon the use or availability of labor or materials, or civil insurrection, riot, racial or civil rights disorders or demonstration, strike, embargo, epidemic, pandemic, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, sinkhole, earthquake, or other casualty, disaster, or catastrophe, or judgment, or a restraining order or injunction of any court, neither Seller or Buyer shall be liable for such nonperformance, even if the event was contemplated or ongoing on the Effective Date, and the time of performance shall be extended for the number of days that the force majeure event prevents or interrupts Seller or Buyer's performance of their respective obligations pursuant to this Agreement as reasonably determined

by the parties. This provision shall not apply to force majeure events caused by Seller or Buyer or any party under their control, as applicable.

26. Coronavirus. Notwithstanding anything to the contrary contained in this Contract, if with respect to any action to be performed or undertaken by Buyer hereunder, a delay is caused as a result of the Coronavirus epidemic (or pandemic) disease ("COVID-19") or similar community-wide epidemic, including the timely release by financial or lending institutions of funds for Closing hereunder, then the applicable time periods in this Contract shall be extended as reasonably necessary to allow for such delay with both Seller and Buyer acting in good faith and reasonable cooperation hereunder.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first set forth above.

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SELLER:

FLORIDA TITLE GROUP, INC., a Florida corporation

By: Elizabeth F. Towers
Name: Elizabeth F. Towers
Title: Vice President

BUYER:

ABILITY HOLDING, LLC, a Florida limited liability company

By: Shannon Nazworth
Name: Shannon Nazworth
Title: President & CEO

[Signatures Continued on Following Page]

ESCROW AGENT: (as to only those Sections of the Contract pertaining to the Escrow Agent's rights and responsibilities):

STEARNS WEAVER MILLER WEISSLER
ALHADEFF & SIFTERSON, P.A.

By: _____

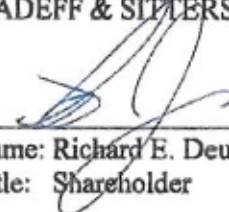

Name: Richard E. Deutch, Jr., Esq.
Title: Shareholder

EXHIBIT "A"

LEGAL DESCRIPTION

[To be inserted].

TRACT 1:

A PART OF LOT 9 BLOCK 5, ORTEGA FARMS AS RECORDED IN PLAT BOOK 3, PAGE 79 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE EAST LINE OF LOT 10, BLOCK 5, ORTEGA FARMS WITH THE NORTH RIGHT OF WAY LINE OF WILSON BOULEVARD (AN 80' RIGHT OF WAY); THENCE SOUTH 89°07'37" WEST ALONG SAID NORTH RIGHT OF WAY LINE AND ITS EASTERLY PROLONGATION, A DISTANCE OF 324.39 FEET TO ITS INTERSECTION WITH THE WEST LINE OF SAID LOT 10; THENCE CONTINUING SOUTH 89°07'37" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 61.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°07'37" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 81.42 FEET TO THE WEST LINE OF THE EAST 1/2 OF SAID LOT 9; THENCE NORTH 00°52'39" WEST, ALONG THE WEST LINE OF THE EAST 1/2 OF SAID LOT 9, A DISTANCE OF 213.70 FEET TO A POINT; THENCE SOUTH 30° 46' 05" EAST, A DISTANCE OF 44.57 FEET TO A POINT; THENCE SOUTH 18° 17' 17" EAST, A DISTANCE OF 13.10 FEET TO A POINT; THENCE SOUTH 85° 06' 40" EAST, A DISTANCE OF 32.53 FEET TO A POINT; THENCE NORTH 48° 22' 58" EAST, A DISTANCE OF 32.81 FEET TO A POINT; THENCE NORTH 61° 07' 15" WEST, A DISTANCE OF 15.28 FEET TO A POINT; THENCE NORTH 00° 22' 39" EAST, A DISTANCE OF 14.74 FEET TO A POINT; THENCE NORTH 44° 39' 17" EAST, A DISTANCE OF 8.99 FEET TO A POINT; THENCE NORTH 88° 23' 09" EAST, A DISTANCE OF 17.70 FEET TO A POINT; THENCE NORTH 63° 55' 52" EAST, A DISTANCE OF 18.28 FEET TO A POINT; THENCE SOUTH 73° 19' 25" EAST, A DISTANCE OF 14.35 FEET TO A POINT; THENCE NORTH 33° 06' 24" EAST, A DISTANCE OF 18.00 FEET TO A POINT; THENCE NORTH 65° 02' 19" EAST, A DISTANCE OF 8.72 FEET TO A POINT; A POINT LYING ON A LINE PARALLEL WITH AND 20.00 FEET WEST OF THE SAID WEST LINE OF LOT 10; THENCE SOUTH 00°55'40" EAST ALONG SAID LINE PARALLEL WITH AND 20.00 FEET WEST OF THE SAID WEST LINE OF LOT 10, A DISTANCE OF 7.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 38.94 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07°59'48" WEST, 38.78 FEET; THENCE SOUTH 16°55'16" WEST A DISTANCE OF 72.11 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 54.52 FEET TO THE POINT OF TANGENCY, SAID POINT ALSO LYING ON A LINE PARALLEL WITH AND 56.54 FEET WEST OF THE SAID WEST LINE OF LOT 10, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07°59'48" WEST, 54.30 FEET; THENCE SOUTH 00°55'40" EAST, ALONG SAID LINE PARALLEL WITH AND 56.54 FEET WEST OF THE SAID WEST LINE OF LOT 10, A DISTANCE OF 38.28 FEET TO A POINT; THENCE SOUTH 44°05'59" WEST, A DISTANCE OF 35.34 TO THE POINT OF BEGINNING.
CONTAINING 21,919 SQUARE FEET, 0.50 ACRES MORE OR LESS.

TRACT 2:

A PART OF LOT 10, BLOCK 5, ORTEGA FARMS AS RECORDED IN PLAT BOOK 3, PAGE 79 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE EAST LINE OF LOT 10, BLOCK 5, ORTEGA FARMS WITH THE NORTH RIGHT OF WAY LINE OF WILSON BOULEVARD (AN 80' RIGHT OF WAY); THENCE SOUTH 89°07'37" WEST, ALONG SAID NORTH RIGHT OF WAY LINE AND ITS EASTERLY PROLONGATION, A DISTANCE OF 267.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°07'37" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 38.61 FEET TO A POINT; THENCE NORTH 45°54'02" WEST, A DISTANCE OF 21.22 FEET TO A POINT LYING ON A LINE PARALLEL WITH AND 3.46 FEET EAST OF THE SAID WEST LINE OF LOT 10; THENCE NORTH 00°55'40" WEST, ALONG SAID LINE PARALLEL WITH AND 3.46 FEET EAST OF THE SAID WEST LINE OF LOT 10, A DISTANCE OF 48.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 115.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 35.83 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°59'48" EAST, 35.68 FEET; THENCE NORTH 16°55'16" EAST A DISTANCE OF 72.11 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 185.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 57.63 FEET TO THE POINT OF TANGENCY, SAID POINT ALSO LYING ON A LINE PARALLEL WITH AND 40.00 FEET EAST OF THE SAID WEST LINE OF LOT 10, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°59'48" EAST, 57.40 FEET; THENCE NORTH 00°55'40" WEST, ALONG SAID LINE PARALLEL WITH AND 40.00 FEET EAST OF THE SAID WEST LINE OF LOT 10, A DISTANCE OF 3.55 FEET TO A POINT; THENCE SOUTH 77°00'39" EAST, A DISTANCE OF 6.93 FEET TO A POINT; THENCE SOUTH 46°12'56" EAST, A DISTANCE OF 13.57 FEET TO A POINT; THENCE SOUTH 15°04'01" EAST, A DISTANCE OF 19.52 FEET TO A POINT; THENCE SOUTH 68°17'35" EAST, A DISTANCE OF 37.91 FEET TO A POINT; THENCE SOUTH 71°19'11" EAST, A DISTANCE OF 43.57 FEET TO A POINT; THENCE SOUTH 48°04'05" EAST, A DISTANCE OF 26.54 FEET TO A POINT; THENCE SOUTH 18°11'00" EAST, A DISTANCE OF 22.72 FEET TO A POINT; THENCE SOUTH 09°24'41" EAST, A DISTANCE OF 29.16 FEET TO A POINT; THENCE SOUTH 13°50'48" EAST, A DISTANCE OF 30.20 FEET TO A POINT; THENCE SOUTH 30°14'26" EAST, A DISTANCE OF 37.40 FEET TO A POINT; THENCE SOUTH 29°46'32" EAST, A DISTANCE OF 25.35 FEET TO A POINT; THENCE SOUTH 71°18'13" EAST, A DISTANCE OF 37.22 FEET TO A POINT LYING ON A LINE PARALLEL WITH AND 3.00 FEET NORTH OF THE AFORMENTIONED NORTH RIGHT

OF WAY LINE OF WILSON BLVD; THENCE NORTH 89°07'37" WEST, ALONG SAID LINE PARALLEL WITH AND 3.00 FEET NORTH OF SAID NORTH RIGHT OF WAY, A DISTANCE OF 182.96 FEET TO A POINT; THENCE SOUTH 01°05'56" EAST, A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 29,652 SQUARE FEET, 0.68 ACRES MORE OR LESS.

TRACT 3:

PART OF LOTS 1, 2, AND 3, BLOCK 4 CEDAR HILLS UNIT 4, AS RECORDED IN PLAT BOOK 26, PAGES 10 AND 10A OF SAID PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, BEING A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 15848, PAGE 2440 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE EAST LINE OF LOT 10, BLOCK 5, ORTEGA FARMS WITH THE NORTH RIGHT OF WAY LINE OF WILSON BOULEVARD (AN 80' RIGHT OF WAY); THENCE SOUTH 89°07'37" WEST, ALONG SAID NORTH RIGHT OF WAY LINE AND ITS EASTERLY PROLONGATION, A DISTANCE OF 305.93 FEET TO A POINT; THENCE NORTH 45°54'02" WEST, A DISTANCE OF 21.22 FEET TO A POINT LYING ON A LINE PARALLEL WITH AND 3.46 FEET EAST OF THE SAID WEST LINE OF LOT 10; THENCE NORTH 00°55'40" WEST, ALONG SAID LINE PARALLEL WITH AND 3.46 FEET EAST OF THE SAID WEST LINE OF LOT 10, A DISTANCE OF 48.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 115.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 35.83 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°59'48" EAST, 35.68 FEET; THENCE NORTH 16°55'16" EAST A DISTANCE OF 72.11 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 185.00 FEET; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE A DISTANCE OF 57.63 FEET TO THE POINT OF TANGENCY, SAID POINT ALSO LYING ON A LINE PARALLEL WITH AND 40.00 FEET EAST OF THE SAID WEST LINE OF LOT 10, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°59'48" EAST, 57.40 FEET; THENCE NORTH 00°55'40" WEST, ALONG SAID LINE PARALLEL WITH AND 40.00 FEET EAST OF THE SAID WEST LINE OF LOT 10, A DISTANCE OF 161.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°55'40" WEST, ALONG SAID LINE PARALLEL WITH AND 40.00 FEET EAST OF THE SAID WEST LINE OF LOT 10, A DISTANCE OF 292.84 FEET TO A POINT; THENCE NORTH 89°52'25" WEST, A DISTANCE OF 15.00 FEET TO A POINT LYING ON THE WEST LINE OF LOT 3, BLOCK 4 OF SAID CEDAR HILLS UNIT 4; THENCE NORTH 00°55'40" WEST, ALONG SAID WEST LINE, A DISTANCE OF 27.44 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3888, PAGE 687; THENCE NORTH 89°04'20" EAST, ALONG SAID SOUTH LINE OF SAID LANDS, A DISTANCE OF 102.97 FEET TO THE SOUTH WEST CORNER OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 3957, PAGE 287; THENCE SOUTH 84°19'40" EAST, ALONG SAID SOUTH LINE OF SAID LANDS AND ALONG THE SOUTH LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 6016, PAGE 1402, A DISTANCE OF 175.39 FEET TO A POINT; THENCE SOUTH 45°58'55" WEST, A DISTANCE OF 10.12 FEET TO A POINT; THENCE SOUTH 02°03'23" WEST, A DISTANCE OF 50.68 FEET TO A POINT; THENCE SOUTH 04°52'04" WEST, A DISTANCE OF 28.81 FEET TO A POINT; THENCE SOUTH 11°49'27" WEST, A DISTANCE OF 40.36 FEET TO A POINT; THENCE SOUTH 14°03'35" WEST, A DISTANCE OF 38.24 FEET TO A POINT; THENCE SOUTH 40°44'57" WEST, A DISTANCE OF 28.94 FEET TO A POINT; THENCE SOUTH 41°29'42" WEST, A DISTANCE OF 25.25 FEET TO A POINT; THENCE SOUTH 54°07'28" WEST, A DISTANCE OF 51.28 FEET TO A POINT; THENCE SOUTH 61°05'49" WEST, A DISTANCE OF 40.16 FEET TO A POINT; THENCE SOUTH 41°17'22" WEST, A DISTANCE OF 39.04 FEET TO A POINT; THENCE SOUTH 66°17'10" WEST, A DISTANCE OF 24.59 FEET TO A POINT; THENCE SOUTH 88°43'34" WEST, A DISTANCE OF 40.52 FEET TO A POINT; THENCE SOUTH 67°33'41" WEST, A DISTANCE OF 29.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 64,157 SQUARE FEET, 1.47 ACRES MORE OR LESS.

TRACT 4:

A PART OF LOTS 3 AND 9, BLOCK 5, ORTEGA FARMS AS RECORDED IN PLAT BOOK 3, PAGE 79, TOGETHER WITH TRACT "A", CEDAR HILLS UNIT 4 AS RECORDED IN PLAT BOOK 26, PAGES 10 AND 10A, ALL OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "A"; THENCE SOUTH 00°55'40" EAST, ALONG THE EAST LINE OF SAID TRACT "A" AND ALONG THE EAST LINE OF SAID LOT 9, ALSO BEING ALONG THE WEST LINE OF THAT 25 FOOT RIGHT OF WAY FOR DRAINAGE AS SHOWN ON SAID PLAT OF CEDAR HILLS UNIT 4, A DISTANCE OF 595.42 FEET TO THE SOUTH LINE OF THOSE LANDS DESCRIBED AS PARCEL 2, EXCEPTION PARCEL (ii), WATER TREATMENT PLANT, IN OFFICIAL RECORDS BOOK 15848, PAGE 2440 OF SAID PUBLIC RECORDS, THENCE NORTH 89°52'25" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 20.00 FEET TO A POINT LYING ON A LINE PARALLEL WITH AND 20.00 FEET WEST OF THE WEST LINE OF LOT 9; THENCE SOUTH 00°55'40" EAST ALONG SAID LINE PARALLEL WITH

AND 20.00 FEET WEST OF THE SAID WEST LINE OF LOT 9, A DISTANCE OF 242.21 FEET TO THE SOUTH LINE OF THOSE LANDS DESCRIBED AS PARCEL 2, EXCEPTION PARCEL (i), SEWER TREATMENT PLAT IN OFFICIAL RECORDS BOOK 15848, PAGE 2440 OF SAID PUBLIC RECORDS; THENCE WESTERLY, ALONG SAID SOUTH LINE THE FOLLOWING THREE (3) COURSES: No. 1 - SOUTH 89°10'50" WEST, A DISTANCE OF 130.41 FEET; No. 2 - NORTH 58°48'55" WEST, A DISTANCE OF 43.34 FEET; No. 3 - SOUTH 89°10'50" WEST, A DISTANCE OF 138.00 FEET TO THE WEST LINE OF SAID LOT 9; THENCE NORTH 00°49'38" WEST, ALONG SAID WEST LINE, A DISTANCE OF 765.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 9 AND TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 89°17'57" WEST, ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 5.00 FEET; THENCE NORTH 00°53'06" WEST, PARALLEL WITH THE EAST LINE OF SAID LOT 3, A DISTANCE OF 48.72 FEET; THENCE NORTH 89°17'57" EAST, PARALLEL WITH THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 5.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT "A"; THENCE NORTH 89°04'20" EAST, ALONG THE NORTH LINE OF SAID TRACT "A", A DISTANCE OF 323.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 263,355 SQUARE FEET, 6.05 ACRES MORE OR LESS.

PRESERVATION AREA 1:

A PART OF LOT 9, BLOCK 5, ORTEGA FARMS AS RECORDED IN PLAT BOOK 3, PAGE 79 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE EAST LINE OF LOT 10, BLOCK 5, ORTEGA FARMS WITH THE NORTH RIGHT OF WAY LINE OF WILSON BOULEVARD (AN 80' RIGHT OF WAY); THENCE SOUTH 89°07'37" WEST ALONG SAID NORTH RIGHT OF WAY LINE AND ITS EASTERLY PROLONGATION, A DISTANCE OF 324.39 FEET TO ITS INTERSECTION WITH THE WEST LINE OF SAID LOT 10; THENCE CONTINUING SOUTH 89°07'37" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 61.64 FEET; THENCE CONTINUING SOUTH 89°07'37" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 81.42 FEET TO THE WEST LINE OF THE EAST 1/2 OF SAID LOT 9; THENCE NORTH 00°52'39" WEST, ALONG THE WEST LINE OF THE EAST 1/2 OF SAID LOT 9, A DISTANCE OF 213.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°52'39" WEST, ALONG THE WEST LINE OF THE EAST 1/2 OF SAID LOT 9, A DISTANCE OF 60.81 FEET TO TO THE SOUTH LINE OF PARCEL 4, AS DESCRIBED IN OFFICIAL RECORDS BOOK 15848, PAGE 2440 OF SAID PUBLIC RECORDS; THENCE SOUTH 89°17'57" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 81.36 FEET TO THE WEST LINE OF LAST SAID LANDS; THENCE NORTH 00°50'59" WEST, ALONG SAID WEST LINE, A DISTANCE OF 60.00 FEET TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 10016, PAGE 2090 OF SAID PUBLIC RECORDS; THENCE SOUTH 89°17'57" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 81.34 FEET TO THE WEST LINE OF SAID LOT 9; THENCE NORTH 83°32'56" EAST, A DISTANCE OF 306.76 FEET TO A POINT LYING ON A LINE PARALLEL WITH AND 20.00 FEET WEST OF THE SAID WEST LINE OF LOT 10; THENCE SOUTH 00°55'40" EAST ALONG SAID LINE PARALLEL WITH AND 20.00 FEET WEST OF THE SAID WEST LINE OF LOT 10, A DISTANCE OF 133.31 FEET TO A POINT THENCE SOUTH 65° 02' 19" WEST, A DISTANCE OF 8.72 FEET TO A POINT; THENCE SOUTH 33° 06' 24" WEST, A DISTANCE OF 18.00 FEET TO A POINT; THENCE NORTH 73° 19' 25" WEST, A DISTANCE OF 14.35 FEET TO A POINT; THENCE SOUTH 63° 55' 52" WEST, A DISTANCE OF 18.28 FEET TO A POINT; THENCE SOUTH 88° 23' 09" WEST, A DISTANCE OF 17.70 FEET TO A POINT; THENCE SOUTH 44° 39' 17" WEST, A DISTANCE OF 8.99 FEET TO A POINT; THENCE SOUTH 00° 22' 39" WEST, A DISTANCE OF 14.74 FEET TO A POINT; THENCE SOUTH 61° 07' 15" EAST, A DISTANCE OF 15.28 FEET TO A POINT; THENCE SOUTH 48° 22' 58" WEST, A DISTANCE OF 32.81 FEET TO A POINT; THENCE NORTH 85° 06' 40" WEST, A DISTANCE OF 32.53 FEET TO A POINT; THENCE NORTH 18° 17' 17" WEST, A DISTANCE OF 13.10 FEET TO A POINT; THENCE NORTH 30° 46' 05" WEST, A DISTANCE OF 44.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 29,714 SQUARE FEET, 0.68 ACRES MORE OR LESS.

PRESERVATION AREA 2:

A PART OF LOT 10, BLOCK 5, ORTEGA FARMS AS RECORDED IN PLAT BOOK 3, PAGE 79 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, LYING SOUTH OF CEDAR HILLS UNIT 4 AS RECORDED IN PLAT BOOK 26, PAGES 10 AND 10A OF SAID PUBLIC RECORDS, TOGETHER WITH THOSE PARTS OF LOTS 1, 2 AND 3, BLOCK 4 OF SAID CEDAR HILLS UNIT 4 DESCRIBED AS PARCELS 7, 8 AND 9 RESPECTIVELY IN OFFICIAL RECORDS BOOK 15848, PAGE 2440, AND LESS AND EXCEPT THOSE LANDS DESCRIBED AS PARCEL 110 IN OFFICIAL RECORDS BOOK 7669, PAGE 67 OF SAID PUBLIC RECORDS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE EAST LINE OF LOT 10, BLOCK 5, ORTEGA FARMS WITH THE NORTH RIGHT OF WAY LINE OF WILSON BOULEVARD (AN 80' RIGHT OF WAY); THENCE NORTH 00°55'40" WEST, ALONG THE EAST LINE OF SAID LOT 10, A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A LINE PARALLEL WITH AND 3.00 FEET NORTH OF THE SAID NORTH RIGHT OF WAY LINE OF WILSON BLVD; THENCE SOUTH 89°07'37" WEST, ALONG SAID LINE PARALLEL WITH AND 3.00 FEET NORTH OF SAID NORTH RIGHT OF WAY, A DISTANCE OF 84.37 FEET TO A

POINT; THENCE NORTH 71°18'13" WEST, A DISTANCE OF 37.22 FEET TO A POINT; THENCE NORTH 29°46'32" WEST, A DISTANCE OF 25.35 FEET TO A POINT; THENCE NORTH 30°14'26" WEST, A DISTANCE OF 37.40 FEET TO A POINT; THENCE NORTH 13°50'48" WEST, A DISTANCE OF 30.20 FEET TO A POINT; THENCE NORTH 09°24'41" WEST, A DISTANCE OF 29.16 FEET TO A POINT; THENCE NORTH 18°11'00" WEST, A DISTANCE OF 22.72 FEET TO A POINT; THENCE NORTH 48°04'05" WEST, A DISTANCE OF 26.54 FEET TO A POINT; THENCE NORTH 71°19'11" WEST, A DISTANCE OF 43.57 FEET TO A POINT; THENCE NORTH 68°17'35" WEST, A DISTANCE OF 37.91 FEET TO A POINT; THENCE NORTH 15°04'01" WEST, A DISTANCE OF 19.52 FEET TO A POINT; THENCE NORTH 46°12'56" WEST, A DISTANCE OF 13.57 FEET TO A POINT, THENCE NORTH 77°00'39" WEST, A DISTANCE OF 6.93 FEET TO A POINT LYING ON A LINE PARALLEL WITH AND 40.00 FEET EAST OF THE SAID WEST LINE OF LOT 10; THENCE NORTH 00°55'40" WEST ALONG SAID LINE PARALLEL WITH AND 40.00 FEET EAST OF THE SAID WEST LINE OF LOT 10, A DISTANCE OF 157.63 FEET TO A POINT; THENCE NORTH 67°33'41" EAST, A DISTANCE OF 29.29 FEET TO A POINT; THENCE NORTH 88°43'34" EAST, A DISTANCE OF 40.52 FEET TO A POINT; THENCE NORTH 66°17'10" EAST, A DISTANCE OF 24.59 FEET TO A POINT; THENCE NORTH 41°17'22" EAST, A DISTANCE OF 39.04 FEET TO A POINT; THENCE NORTH 61°05'49" EAST, A DISTANCE OF 40.16 FEET TO A POINT; THENCE NORTH 54°07'28" EAST, A DISTANCE OF 51.28 FEET TO A POINT; THENCE NORTH 41°29'42" EAST, A DISTANCE OF 25.25 FEET TO A POINT; THENCE NORTH 40°44'57" EAST, A DISTANCE OF 28.94 FEET TO A POINT; THENCE NORTH 14°03'35" EAST, A DISTANCE OF 38.24 FEET TO A POINT; THENCE NORTH 11°49'27" EAST, A DISTANCE OF 40.36 FEET TO A POINT; THENCE NORTH 04°52'04" EAST, A DISTANCE OF 28.81 FEET TO A POINT; THENCE NORTH 02°03'23" EAST, A DISTANCE OF 50.68 FEET TO A POINT, THENCE NORTH 45°58'55" EAST, A DISTANCE OF 10.12 FEET TO A POINT; THENCE SOUTH 84°19'40" EAST, A DISTANCE OF 22.34 FEET TO A POINT; THENCE SOUTH 00°55'40" EAST, A DISTANCE OF 680.24 FEET TO THE POINT OF BEGINNING.
CONTAINING 109,265 SQUARE FEET, 2.51 ACRES MORE OR LESS.

RIGHT OF WAY:

A PART OF LOTS 9 AND 10, BLOCK 5, ORTEGA FARMS AS RECORDED IN PLAT BOOK 3, PAGE 79 AND A PART OF LOT 3, BLOCK 4 CEDARHILLS UNIT 4 AS RECORDED IN PLAT BOOK 26, PAGES 10-10A ALL OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE EAST LINE OF LOT 10, BLOCK 5, ORTEGA FARMS WITH THE NORTH RIGHT OF WAY LINE OF WILSON BOULEVARD (AN 80' RIGHT OF WAY); THENCE NORTH 89°07'37" EAST ALONG SAID NORTH RIGHT OF WAY LINE AND ITS EASTERLY PROLONGATION, A DISTANCE OF 305.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 18.46 FEET TO ITS INTERSECTION WITH THE WEST LINE OF SAID LOT 10; THENCE CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 81.64 FEET TO A POINT; THENCE NORTH 44° 05' 59" EAST, A DISTANCE OF 35.34 FEET TO A POINT LYING ON A LINE PARALLEL WITH AND 56.54 FEET WEST OF THE SAID WEST LINE OF LOT 10; THENCE NORTH 00° 55' 40" WEST ALONG SAID LINE PARALLEL WITH AND 56.54 FEET WEST OF THE SAID WEST LINE OF LOT 10, A DISTANCE OF 38.28 TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 175.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 54.52 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07°59'48" EAST, 54.30 FEET; THENCE NORTH 16°55'16" EAST A DISTANCE OF 72.11 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 38.94 FEET TO THE POINT OF TANGENCY, SAID POINT ALSO LYING ON A LINE PARALLEL WITH AND 20.00 FEET WEST OF THE SAID WEST LINE OF LOT 10, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 07° 59' 48" EAST, 38.78 FEET; TO A POINT LYING ON A LINE PARALLEL WITH AND 20.00 FEET WEST OF THE SAID WEST LINE OF LOT 10; THENCE NORTH 00° 55' 40" WEST ALONG SAID LINE PARALLEL WITH AND 20.00 FEET WEST OF THE SAID WEST LINE OF LOT 10, A DISTANCE OF 455.12 FEET TO A POINT; THENCE SOUTH 89° 52' 25" EAST, A DISTANCE OF 60.01 TO A POINT LYING ON A LINE PARALLEL WITH AND 40.00 FEET EAST OF THE SAID WEST LINE OF LOT 10; THENCE SOUTH 00° 55' 40" EAST ALONG SAID LINE PARALLEL WITH AND 40.00 FEET EAST OF THE SAID WEST LINE OF LOT 10, A DISTANCE OF 454.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 185.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 57.63 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07° 59' 48" WEST, 57.40 FEET; THENCE SOUTH 16°55'16" WEST A DISTANCE OF 72.11 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 115.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 35.83 FEET TO THE POINT OF TANGENCY, SAID POINT ALSO LYING ON A LINE PARALLEL WITH AND 3.46 FEET EAST OF THE SAID WEST LINE OF LOT 10, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 07°59'48" WEST, 35.68 FEET; THENCE SOUTH 00° 55' 40" EAST, ALONG SAID LINE PARALLEL WITH AND 3.46 FEET EAST OF THE SAID WEST LINE OF LOT 10, A DISTANCE OF 48.34 FEET TO A POINT; THENCE SOUTH 45° 54' 02" EAST, A DISTANCE OF 21.22 FEET TO THE POINT OF BEGINNING.
CONTAINING 41,431 SQUARE FEET, 0.95 ACRES MORE OR LESS.

EXHIBIT "B"

DEFINITIONS ADDENDUM

1. Attorneys' Fees. All reasonable fees and expenses charged by an attorney for its services and the services of any paralegals, legal assistants or law clerks, including (but not limited to) fees and expenses charged for representation at the trial level and in all appeals.
2. Business Day. Any weekday excluding Saturdays and Sundays and federal holidays.
3. Buyer's Address. Ability Holding, LLC, 3740 Beach Boulevard, Suite 304, Jacksonville, Florida 32207; Attn: Andy Fink; Telephone (904) 359-9650; E-mail: afink@abilityhousing.org.
4. Buyer's Attorney. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A., Attention: Richard E. Deutch, Jr., Esq. Buyer's Attorney's mailing address is 150 West Flagler Street, Suite 2200, Miami, Florida 33130; Telephone (305) 789-4108; E-mail: rdeutch@stearnsweaver.com.
5. Buyer's Contemplated Improvements. Multifamily apartment complex of affordable/workforce housing, and all parking, landscaping and amenities.
6. Buyer's Costs. Buyer's documented out-of-pocket costs with respect to the purchase and development of the Land, including but not limited to charges for surveys, lien searches, title examinations, soil tests, feasibility studies, appraisals, environmental audits, engineering and architectural work, incurred in the negotiation and preparation of this Contract but excluding Buyer's Attorneys' Fees.
7. Buyer's Intended Use of the Property. Multifamily apartment complex intended primarily for affordable/workforce housing including the construction of Buyer's Contemplated Improvements.
8. Cash to Close. The Purchase Price plus all of Buyer's closing costs specified herein, subject to the adjustments herein set forth, less the Deposit.
9. Closing. The delivery of the Deed to Buyer concurrently with the delivery of the Purchase Price to Seller.
10. Closing Agent. Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. shall be the Closing Agent.
11. Deed. The Special Warranty Deed which conveys the Land from Seller to Buyer.
12. Governmental Authority. Any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency or any instrumentality of any of them.

13. Governmental Requirement. Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued applicable to the Seller or the Property.

14. Hazardous Material. Any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, radioactive materials, hazardous wastes or substances or toxic wastes or substances, including, without limitation, any substances now or hereafter defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials" or "toxic substances" under any applicable Governmental Requirements.

15. Land. That certain real property located at 6215 Wilson Boulevard, Jacksonville, FL 32210 (RE# 102943-0200, 102943-0250, 102944-0050, 102983-0050, 102983-0100, 105258-0100, 102943-0300, and 102938-0150) more particularly described in Exhibit "A" attached to the Contract and made a part thereof, together with all property rights, easements, privileges and appurtenances thereto and all leases, rents, and profits derived therefrom. .

16. Permitted Exceptions. Such exceptions to title as are set forth in Schedule B - Section 2 of the Title Commitment and are acceptable to Buyer, as well as the contemplated easement in favor of Jacksonville Electric Authority and/or its affiliates. It is contemplated this easement is needed to upgrade the lift station and should not adversely impact Buyer's contemplated use and development of the Property.

17. Prior Policy. A copy of Seller's current Owner's Policy of Title Insurance.

18. Property. The Property Records and Land.

19. Property Records. Copies of all the following documents relating to the Property, which are in Seller's possession or can be readily obtained by Seller without significant costs: Any and all leases, licenses, agreements, environmental reports, geotechnical reports, wetland jurisdictional reports/surveys, certificates of use or occupancy, permits, notices, authorizations and approvals issued by Governmental Authorities in accordance with Governmental Requirements, current contracts relating to the operation of the Property, appraisals, tax bill for the year 2021 tax assessment notices, title insurance policies, surveys, site plans, drainage plans and specifications, plats, soil tests, reports, engineering reports and similar technical data and information, environmental reports and audits, any and all wetland jurisdictional work related to the Property, geotechnical reports, plans and specifications for proposed improvements to the Property, and material correspondence (which shall mean correspondence, other than attorney/client privileged correspondence, which discloses claims, allegations or adverse information that the Property violates any Governmental Requirements, that there is hazardous or toxic waste on or about the Property, or that there are hazardous conditions in or on the Property).

20. Seller's Address. Florida Title Group, Inc., Attn: Elizabeth (Betsy) Towers, 2970 St. Johns Avenue, 4C, Jacksonville, Florida 32205; Telephone: (904) 705-5608; E-mail: betsy@floridatitlegroupinc.com.

21. Seller's Counsel. Gresham R. Stoneburner, Stoneburner Berry Purcell & Campbell, P.A., 1031 LaSalle Street, Jacksonville, Florida 32207; Telephone (904) 930-4083; E-mail: gstoneburner@jaxlawgroup.com.

22. Title Commitment. An ALTA title insurance commitment (Florida Current Edition) from the Title Company, agreeing to issue the Title Policy to Buyer upon satisfaction of the Buyer's obligations pursuant to this Contract.

23. Title Company. Landmark Title, Fidelity National Title Insurance Company, or such other nationally recognized title insurance company licensed to write title insurance in the State of Florida.

24. Title Policy. An ALTA Owner's Title Insurance Policy (Florida Current Edition) with Florida modifications in the amount of the Purchase Price, insuring Buyer's title to the Land, subject only to the Permitted Exceptions.

EXHIBIT "C"

RENT ROLL AND TENANT LEASES

Rent Roll (see attached).

Building #1: Lease Amendment between Seller and Starfleet, LLC, dated August 25, 2021 (see attached).

Building #2: Lease between Seller and MWD Logistics, LLC, dated July 1, 2020, as amended by that certain Lease Amendment between Seller and CAT 5 Couriers, LLC, dated August 25, 2021 (see attached).

Buildings #2A, #3, Bunker, and two (2) "outdoor tenants": these are leases that are month-to-month with the tenants and are not listed (no written contract).

Buildings #4 and #5: these are leases that are month-to-month with the tenants and are not listed (no written contract).

3:29 PM
01/09/22
Accrual Basis

FLORIDA TITLE GROUP, INC.
Account QuickReport
January 2022

| Type | Date | Num | Name | Memo | Split | Amount |
|-------------------|-----------|--------|-----------------------|-----------------|------------------|-----------|
| Rent Income | | | | | | |
| Deposit | 1/6/2022 | 1208 | StarfleetX, LLC | January 2022... | Am Enterprise... | 4,290.00 |
| Deposit | 1/6/2022 | 895081 | MWD Logistics, LLC | January 2022... | Am Enterprise... | 2,640.00 |
| Deposit | 1/6/2022 | 1786 | Whistler Services | January 2022... | Am Enterprise... | 450.00 |
| Deposit | 1/6/2022 | 2436 | Krieg Development,... | January 2022... | Am Enterprise... | 350.00 |
| Deposit | 1/6/2022 | 2349 | Krieg Development,... | January 2022... | Am Enterprise... | 2,350.00 |
| Deposit | 1/6/2022 | cash | Eddie Beckstrom | January 2022... | Am Enterprise... | 561.80 |
| Deposit | 1/6/2022 | 236 | Cecil's New Image | January 2022... | Am Enterprise... | 640.00 |
| Deposit | 1/6/2022 | 2437 | Jorge | January 2022... | Am Enterprise... | 225.00 |
| Deposit | 1/17/2022 | | SubZero Technolog... | January 2022... | Am Enterprise... | 5,334.58 |
| Total Rent Income | | | | | | 16,841.38 |
| TOTAL | | | | | | 16,841.38 |

X.10 Julia -
\$1,684.14

-25

LEASE AMENDMENT

This Lease Amendment has been entered into this 25th day of August, 2021, between FLORIDA TITLE GROUP, INC. (hereinafter referred to as "Landlord") and STARFLEETX, LLC (hereinafter referred to as "Tenant").

Whereas Landlord and Tenant entered into a lease (the "Lease") for the demised premises known as 6215 Wilson Blvd, Bldg. 1, Jacksonville, Florida 32210, as described in Exhibit "A" and diagrammed in Exhibit "B", which are attached hereto and made a part hereof; and,

Whereas Landlord and Tenant have agreed to the Amendment of certain terms within the Lease, the following shall hereinafter be in full force and effect:

1. **Demised Premises:** The Demised Premises includes approximately 3,150 square feet of office space. In addition, Tenant shall have the exclusive privilege of using the parking areas as shown in Exhibit "C".
2. **Term:** The Term of the Lease shall be extended for six (6) months commencing on September 1st, 2021 and with a Lease Expiration Date of February 28th, 2022. The Term of the Lease may be extended for an additional six (6) month term upon Landlord approval. If Tenant desires to extend the Lease for an additional six (6) month term, the Tenant shall notify the Landlord in writing by January 1st, 2022, upon which, the rent must be negotiated and agreeable to both parties.
3. **Base Rent:** For the Term of this Lease, Tenant agrees to pay Landlord as Base Rent for the Demised Premises, on a monthly basis, the sum of \$4,290.00, which shall be paid in advance on the first day of each calendar month during said term.

All other terms and conditions of the Lease shall remain in full force and effect. The undersigned hereby agree to this Lease Amendment as of this date.

LANDLORD: FLORIDA TITLE GROUP, INC.

Agnes Towers Morrissey
By: Agnes Towers Morrissey

9-3-2021
Date

TENANT: STARFLEETX, LLC

John Angeli
By: John Angeli

Aug 25, 2021
Date



Exhibit 'A'
Demised Premises

-28-

help please
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6. **ALTERATIONS.** No improvements or alterations to the Demised Premises or Access Road may be made or constructed by Tenant unless Landlord has previously given its written approval to such plans and specifications as Tenant shall present to Landlord, and unless such alterations or improvements are made in a thorough and workmanlike fashion and in accordance with all applicable laws, rules, regulations and ordinances. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought. All trade fixtures, equipment and furnishings installed by Tenant shall remain the property of Tenant upon expiration or sooner termination of the term, Tenant's leasehold improvements (excluding Tenant's trade fixtures, equipment and furnishings) shall, upon the expiration or sooner termination of the term, become a part of the realty and be the sole property of Landlord. If, during the Term hereof, and as a result of the Tenant's manufacturing activities, any change, alteration, addition or correction shall be required by any law, rule or regulation of any governmental authority to be made in or to the Demised Premises or Access Rd. or any portion thereof, such change, alteration, addition or correction shall be made by Tenant at its sole cost and expense. Notice is hereby given to all persons furnishing labor or materials to Tenant that no construction, material men's or other lien sought to be taken on the Demised Premises shall in any manner affect the right, title or interest of Landlord therein.

7. **ASSIGNMENT AND SUBLETTING.** Tenant may sublease the Demised Premises to a tenant of equal or greater credit and upon written approval from Landlord. Tenant may not assign the Lease.

8. **MAINTENANCE AND REPAIRS.** Tenant hereby accepts the Demised Premises and Access Road in "AS IS" condition. Tenant shall be responsible for minor routine repair and maintenance of Building 1 and improvements and all removal of debris from same as well as removal of all trash and garbage. If Tenant shall fail to maintain and repair the Demised Premises as provided herein; then Landlord, in addition to any other remedy it may have under the terms of this Lease, may perform the necessary maintenance and repairs and Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in performing such maintenance and repairs together with interest therein at the rate of eighteen percent (18%) per annum from the date Tenant receives notice of the total costs of such maintenance and repairs until paid. Landlord shall maintain in reasonably good condition the grounds, Access Road and parking areas servicing the Demised Premises. Tenant shall not be responsible for major repairs to the roof, plumbing, electrical equipment or HVAC unless directly caused by the Tenant's negligence.

9. **INDEMNITY; LIABILITY FOR THEFT OR VANDALISM.** As of the date of commencement of the Lease, the Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Demised Premises, or from the conduct of Tenant's business. In addition, Tenant shall indemnify and hold harmless Landlord from and against any activity, work or things done by Tenant in or about the Demised Premises and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligations on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel acceptable to Landlord. In addition, the Tenant shall be responsible for any and all claims, damages, losses and injury to persons or property

12. DAMAGE AND RESTORATION.

a. **Insured Casualty.** If, at any time after the execution of this Lease, the Demised Premises, or any portion thereof, should be damaged or destroyed, Landlord shall in no way be liable for any loss to Tenant due to its inability to operate its business in the damaged or destroyed Demised Premises, and Tenant shall have no claim for damages.

i. If such damage or destruction occurs and the parties reasonably determine that the Tenant will be unable to operate its business within the Demised Premises for a period of time in excess of ninety (90) days, then Landlord or Tenant may elect to terminate this Lease by giving at least fifteen (15) days written notice of its said election to the other party, such notice to be given within thirty (30) days after the date of such damage or destruction.

ii. If such damage or destruction occurs and the parties reasonably determine that the Tenant will be unable to operate its business within the Demised Premises, the Landlord may elect to repair, or not repair the Demised Premises. If Landlord elects to NOT repair the Demised Premises, the Lease shall be deemed terminated, on the date of the damage or destruction of the Demised Premises.

13. DEFAULT BY TENANT/REMEDIES.

a. **Defaults.** The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

i. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, and such failure continues for a period of five (5) days after originally due.

ii. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in Paragraph 14.a (i) above, where such failure is not curable, or if curable, shall continue for a period of thirty (30) days after written notice hereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

b. **Remedies.** In the event of any such material default or breach by Tenant, Landlord shall have all remedies provided at law, in equity or otherwise for such default.

14. ACCESS TO DEMISED PREMISES. Landlord shall have the right to place, maintain and repair all utility equipment of any kind in, upon or under the Demised Premises. Landlord shall also have the right to enter the Demised Premises at all reasonable times to inspect or to exhibit the same to prospective purchasers, mortgagees and tenants and to make

question.

20. **SIGNS AND ADVERTISING.** Tenant, at Tenant's expense of no more than \$100.00, and at Landlord's effort, shall have its name placed upon the Directory of Buildings at entrance to property. Additional signs may be placed at Tenant's expense, provided that signage designs and locations are first submitted for Landlord's written approval. Tenant must obtain and comply with all permits and licenses required for the erection and maintenance of the signs. Any sign so placed on the Demised Premises must comply in all respects with all applicable regulations, codes, ordinances and laws. Tenant shall maintain all signs on the Demised Premises in an attractive and safe condition. Insurance coverage for signs on the Premises shall be included in the public liability insurance that Tenant is required to furnish pursuant to this Lease. Notwithstanding the foregoing, Tenant shall not place signs, posts, or advertising in the windows on the Demised Premises, shall not erect signs or advertising the installation of which requires penetration into the roof of the Premises, and shall not use reader board or similar signs on the Demised Premises.

21. **PARKING.** Tenant parking is restricted to parking areas shown as "Parking for Bldg 1" on Exhibit "C", Parking Diagram which is attached hereto and made a part hereof.

22. **NOTICES.** All notices shall be in writing, and shall be deemed given 3 days after deposited in the United States certified mail, postage prepaid (return receipt requested), when transmitted by facsimile, or when deposited with a reputable overnight carrier, addressed to the party to be notified at the following addresses (or at such other address as is furnished by notice given in accordance with these provisions), or by delivering the same in person to such party. Any notice given or delivered by other means shall not be effective. The addresses of the parties are:

Landlord:
Florida Title Group, Inc.
6215 Wilson Boulevard
Jacksonville; FL 32210
Attn: Agnes Towers Morrissey
Cell: 904.415.3391 Home: 904.277.8017
E-Mail: morrisseyforddefense@gmail.com

Tenant:
StarFleetX, LLC
6215 Wilson Boulevard, Bldg. 1
Jacksonville, FL 32210
Attn: John Angeli
Cell: 904.735.0915
E-Mail: john@starfleetx.com

23. **NO RECORDING.** Tenant may not record this Lease or a memorandum thereof without Landlord's prior written consent and joinder in such instrument

24. **PARTIAL INVALIDITY.** If any provision of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held

otherwise be allowed on the Demised Premises which will cause, or which will increase the likelihood of causing, the release of such Substances onto the Property. Tenant hereby agrees to indemnify and save and hold Landlord harmless of and from all loss, cost (including reasonable attorney's fees, fines, penalties and permit fees), liability and damage incurred by Landlord arising out of or by reason of any violation of any applicable statute or regulation for the protection of the environment by Tenant which occurs upon the Demised Premises during the term of this Lease, or by reason of the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of such violation by Tenant.

31. **WAIVER OF JURY TRIAL.** Landlord and Tenant, jointly and severally, hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Lease and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements, whether verbal or written, or actions of either party. This provision is a material inducement for the Landlord to enter into this Lease with Tenant.

32. **ARBITRATION.** The parties agree that any dispute or claim between or among them arising out of, pursuant to or in connection with this Lease, whether such claim sounds in contract, tort, or otherwise, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as amended and in effect on the date of this Lease, by one (1) neutral arbitrator if the AAA's Expedited Procedures apply and by three (3) neutral arbitrators if its Expedited Procedures do not apply. The AAA's Supplementary Procedures for Large, Complex Disputes shall be used where applicable by their terms. The single arbitrator, or the chair of any panel of three arbitrators, shall have been in the active practice of commercial real estate law for seven (7) years and shall have had experience as an arbitrator of business disputes. All arbitrators shall be fully compensated in accordance with their normal hourly or per diem rates for all time spent by them on this arbitration proceeding. Pending final award, arbitrator compensation and expenses shall be advanced equally by all parties. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1-16, to the exclusion of any provisions of State law inconsistent therewith or which would produce a different result. Should said Act be determined to be inapplicable, then the arbitration shall be governed by the Florida Arbitration Code, Chapter 682, Florida Statutes. The place of arbitration shall be Jacksonville, Florida, at any location as the arbitrators direct, having due regard of the convenience of the parties, of witnesses and of the arbitrators. The arbitrators shall determine the rights and obligations of the parties according to the substantive laws of the State of Florida, excluding conflict of law principles, and shall give effect to applicable statutes of limitation. The arbitrators may consolidate arbitrations involving common questions of law or fact. The arbitrators may make any order to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense that justice requires. The arbitrators may make final, interim, interlocutory and partial awards, and may grant any remedy or relief which they deem just and equitable and within the scope of the agreement of the parties, including but not limited to specific performance and the awarding of attorneys' fees, but they are not empowered to award damages in excess of actual damages, nor are they empowered to award punitive damages. Judgment on the award rendered by the arbitrators may be entered by any court having jurisdiction.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the day and year first above written.

Signed, sealed and delivered in the presence of:

"Landlord"

FLORIDA TITLE GROUP, INC.
a Florida corporation

Elizabeth F. Towers

Name: Elizabeth F. Towers
As witness

[Signature]

Name: Michael Cassidy
As witness

By: Agnes Towers Morrissey
Name: Agnes Towers Morrissey
Title: President
Florida Title Group, Inc.

"Tenant"

STARFLEETX, LLC
a Florida limited liability company

[Signature]

Name: KYRA BINGHAM
As witness

[Signature]

Name: BRANDON NEWMAN
As witness

By: [Signature]
Name: John Angeli
Title: CEO

By: [Signature]
Name: Melissa Angeli
Title: CFO

Exhibit "g"
Diagrammed Demised Premises



13

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Exhibit "D"
Limitations of Use

Tenant shall use the office for administrative uses and the adjacent storage lot to park delivery vans & trucks. No residential use is permitted.

15

-35

LEASE AMENDMENT

This Lease Amendment has been entered into this 25th day of August, 2021, between FLORIDA TITLE GROUP, INC. (hereinafter referred to as "Landlord") and CAT 5 COURIERS, LLC (hereinafter referred to as "Tenant").

Whereas Landlord and Tenant entered into a lease (the "Lease") for the demised premises known as 6215 Wilson Blvd, Bldg. 2, Jacksonville, Florida 32210, as described in Exhibit "A" and diagrammed in Exhibit "B", which are attached hereto and made a part hereof; and,

Whereas Landlord and Tenant have agreed to the Amendment of certain terms within the Lease, the following shall hereinafter be in full force and effect:

1. **Demised Premises:** The Demised Premises includes approximately 1,920 square feet of office space. In addition, Tenant shall have the exclusive privilege of using the parking areas as shown in Exhibit "C".
2. **Term:** The Term of the Lease shall be extended for six (6) months commencing on September 1st, 2021 and with a Lease Expiration Date of February 28th, 2022. The Term of the Lease may be extended for an additional six (6) month term upon Landlord approval. If Tenant desires to extend the Lease for an additional six (6) month term, the Tenant shall notify the Landlord in writing by January 1st, 2022, upon which, the rent must be negotiated and agreeable to both parties.
3. **Base Rent:** For the Term of this Lease, Tenant agrees to pay Landlord as Base Rent for the Demised Premises, on a monthly basis, the sum of \$2,640.00, which shall be paid in advance on the first day of each calendar month during said term.

All other terms and conditions of the Lease shall remain in full force and effect. The undersigned hereby agree to this Lease Amendment as of this date.

LANDLORD: FLORIDA TITLE GROUP, INC.

Agnes Towers Morrissey
By: Agnes Towers Morrissey

9-3-2021
Date

TENANT: CAT 5 COURIERS, LLC

Michael Dravo
By: Michael Dravo

Aug 25, 2021
Date



Exhibit "A"
Demised Premises

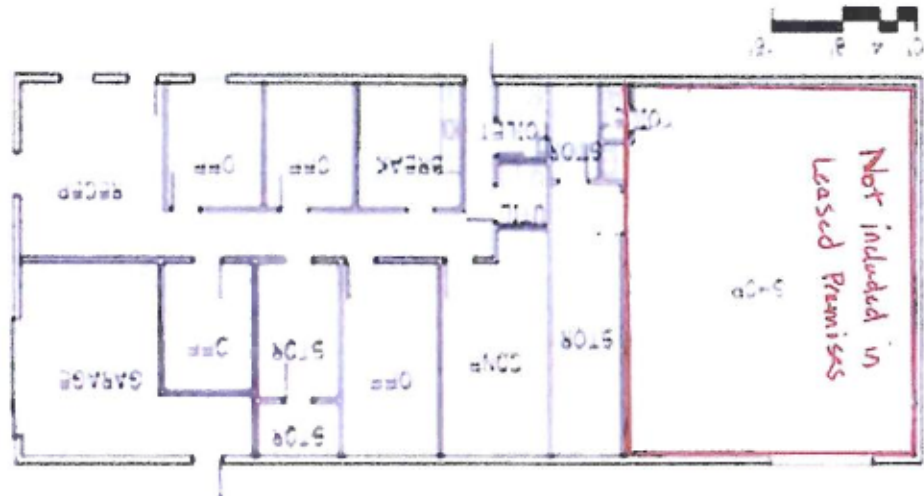


Exhibit "B"
Diagrammed Demised Premises

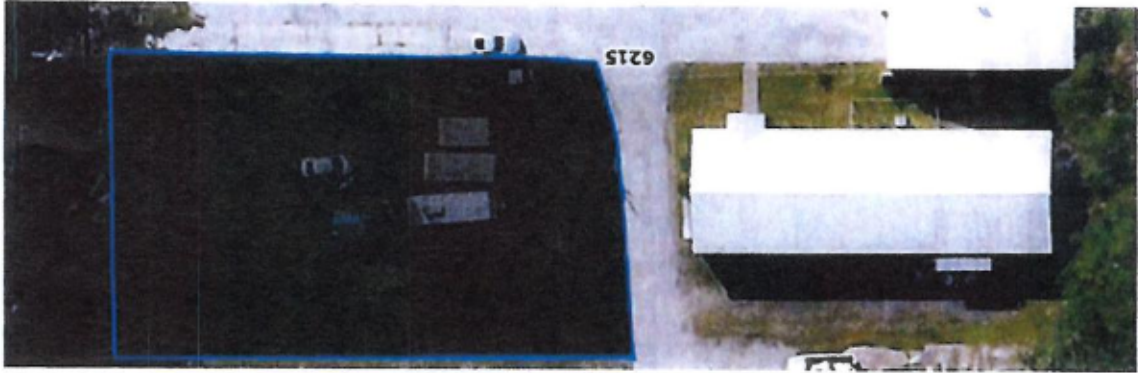


Exhibit "C"
Parking for Bldg 2

LEASE

THIS LEASE is made as of the 1st day of July 2020 between **FLORIDA TITLE GROUP, INC.**, a Florida corporation, whose address is 6215 Wilson Boulevard, Jacksonville, Florida 32210, (hereinafter collectively referred to as "Landlord") and **MWD LOGISTICS, LLC**, a Florida limited liability company, whose address is 42 Sanderson Drive, Saint Johns, Florida 32259, (hereinafter referred to as "Tenant").

RECITALS:

A. Landlord is the owner of certain real property located at 6215 Wilson Blvd., Jacksonville, FL 32210, Duval County, Florida (such real property and the improvements located therein are hereinafter collectively referred to as the "Demised Premises").

B. Landlord and Tenant now desire to have Landlord lease the Demised Premises to the Tenant on the terms contained in this Lease.

NOW THEREFORE, the parties hereto hereby covenant and agree as follows:

1. **DEMISED PREMISES.** In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant to be observed and performed, the Landlord demises and leases to the Tenant, and the Tenant - rents from the Landlord the Demised Premises described in Exhibit "A", and diagrammed in Exhibit "B" which are attached hereto and made a part hereof. In addition to the above, Tenant shall have the exclusive privilege of using parking areas designated "Parking for Bldg 2" as shown in Exhibit "C" which is attached hereto and made a part hereof. In addition, Tenant shall have the right to use, with others, the "Access Road" shown on said "Exhibit C" connecting Building 2 with Wilson Blvd. This Lease and the rights of the parties set forth herein shall create the relationship of "landlord" and "tenant" only between Landlord and, Tenant.

2. **TERM.** The term of this Lease shall commence on August 1, 2020 (herein referred to as the "Commencement Date") and shall terminate at July 31, 2021 unless sooner terminated pursuant to the terms herein set forth. This Lease may be extended for a one year term, unless by July 1st of the original term, the Tenant notifies the Landlord in writing of its desire for the termination of the Lease. If the Tenant decides to extend the Lease for a one year term, the rent for the second year must be negotiated and agreeable to both parties.

3. **BASE RENT AND OTHER CHARGES.**

a. **Base Rent.** Tenant shall pay to **Florida Title Group, Inc.**, at Landlord's address shown above, or at such other address as Landlord may from time to time designate in writing, without offset, claim or demand, a base monthly rent commencing on August 1, 2020. For the term of this Lease, Tenant agrees to pay Landlord as Base Rent for the Demised Premises, on a monthly basis, the sum of **\$2,400.00**. Said Base Rent shall be paid in advance on the first day of each and every calendar month during said term. In the event the term of this Lease commences on a day other than the first day of a calendar month, then the rental for the first month of the lease term shall be prorated in the proportion that

accordance with all applicable laws, rules, regulations and ordinances. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought. All trade fixtures, equipment and furnishings installed by Tenant shall remain the property of Tenant upon expiration or sooner termination of the term, Tenant's leasehold improvements (excluding Tenant's trade fixtures, equipment and furnishings) shall, upon the expiration or sooner termination of the term, become a part of the realty and be the sole property of Landlord. If, during the Term hereof, and as a result of the Tenant's manufacturing activities, any change, alteration, addition or correction shall be required by any law, rule or regulation of any governmental authority to be made in or to the Demised Premises or Access Rd. or any portion thereof, such change, alteration, addition or correction shall be made by Tenant at its sole cost and expense. Notice is hereby given to all persons furnishing labor or materials to Tenant that no construction, material men's or other lien sought to be taken on the Demised Premises shall in any manner affect the right, title or interest of Landlord therein.

7. **ASSIGNMENT AND SUBLETTING.** Tenant may sublease the Demised Premises to a tenant of equal or greater credit and upon written approval from Landlord. Tenant may not assign the Lease.

8. **MAINTENANCE AND REPAIRS.** Tenant hereby accepts the Demised Premises and Access Road in "AS IS" condition. Tenant shall be responsible for minor routine repair and maintenance of Building 2 and improvements and all removal of debris from same as well as removal of all trash and garbage. If Tenant shall fail to maintain and repair the Demised Premises as provided herein; then Landlord, in addition to any other remedy it may have under the terms of this Lease, may perform the necessary maintenance and repairs and Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in performing such maintenance and repairs together with interest therein at the rate of eighteen percent (18%) per annum from the date Tenant receives notice of the total costs of such maintenance and repairs until paid. Landlord shall maintain in reasonably good condition the grounds, Access Road and parking areas servicing the Demised Premises. Tenant shall not be responsible for major repairs to the roof, plumbing, electrical equipment or HVAC unless directly caused by the Tenant's negligence.

9. **INDEMNITY; LIABILITY FOR THEFT OR VANDALISM.** As of the date of commencement of the Lease, the Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Demised Premises, or from the conduct of Tenant's business. In addition, Tenant shall indemnify and hold harmless Landlord from and against any activity, work or things done by Tenant in or about the Demised Premises and shall further indemnify and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligations on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel acceptable to Landlord. In addition, the Tenant shall be responsible for any and all claims, damages, losses and injury to persons or property resulting from any theft, vandalism, or similar occurrences on or about the Demised Premises, and shall indemnify and hold harmless the Landlord from and against any such occurrences. In addition, Landlord will not provide any security of any type or description.

i. If such damage or destruction occurs and the parties reasonably determine that the Tenant will be unable to operate its business within the Demised Premises for a period of time in excess of ninety (90) days, then Landlord or Tenant may elect to terminate this Lease by giving at least fifteen (15) days written notice of its said election to the other party, such notice to be given within thirty (30) days after the date of such damage or destruction.

ii. If such damage or destruction occurs and the parties reasonably determine that the Tenant will be unable to operate its business within the Demised Premises, the Landlord may elect to repair, or not repair the Demised Premises. If Landlord elects to NOT repair the Demised Premises, the Lease shall be deemed terminated, on the date of the damage or destruction of the Demised Premises.

13. DEFAULT BY TENANT/REMEDIES.

a. **Defaults.** The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

i. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, and such failure continues for a period of five (5) days after originally due.

ii. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in Paragraph 14.a (i) above, where such failure is not curable, or if curable, shall continue for a period of thirty (30) days after written notice hereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

b. **Remedies.** In the event of any such material default or breach by Tenant, Landlord shall have all remedies provided at law, in equity or otherwise for such default.

14. ACCESS TO DEMISED PREMISES. Landlord shall have the right to place, maintain and repair all utility equipment of any kind in, upon or under the Demised Premises. Landlord shall also have the right to enter the Demised Premises at all reasonable times to inspect or to exhibit the same to prospective purchasers, mortgagees and tenants and to make such repairs, additions, alterations or improvements as Landlord may deem desirable. Landlord shall be allowed to take all material in, to and upon the Demised Premises that may be required therefore without the same constituting an eviction of Tenant in whole or in part and the rents reserved shall in no wise abate while, said work is in progress by reason of loss or interruption of Tenant's business or otherwise and Tenant shall have no claim for damages. If Tenant shall not be personally present to permit an entry into the Demised Premises when for any reason an entry therein shall be permissible, Landlord may enter the same by a master key (or in the event of emergency or to prevent waste, by the use of force) without rendering Landlord liable therefore and without in any

public liability insurance that. Tenant is required to furnish pursuant to this Lease. Notwithstanding the foregoing, Tenant shall not place signs, posts, or advertising in the windows on the Demised Premises, shall not erect signs or advertising the installation of which requires penetration into the roof of the Premises, and shall not use reader board or similar signs on the Demised Premises.

21. **PARKING.** Tenant parking is restricted to parking areas shown as "Parking for Bldg. 2" on Exhibit "C", Parking Diagram which is attached hereto and made a part hereof.

22. **NOTICES.** All notices shall be in writing, and shall be deemed given 3 days after deposited in the United States certified mail, postage prepaid (return receipt requested), when transmitted by facsimile, or when deposited with a reputable overnight courier, addressed to the party to be notified at the following addresses (or at such other address as is furnished by notice given in accordance with these provisions), or by delivering the same in person to such party. Any notice given or delivered by other means shall not be effective. The addresses of the parties are:

Landlord:
Florida Title Group, Inc.
6215 Wilson Boulevard
Jacksonville; FL 32210
Attn: Agnes Towers Morrissey
Cell: 904.415.3391 Home: 904.277.8017
E-Mail: morrisseyforddefense@gmail.com

Tenant:
MWD Logistics, LLC
6215 Wilson Boulevard, Bldg. 2
Jacksonville, FL 32210
Attn: Michael Dravo
Cell: 904.386.3457
E-Mail: mdravo@gmail.com

23. **NO RECORDING.** Tenant may not record this Lease or a memorandum thereof without Landlord's prior written consent and joinder in such instrument

24. **PARTIAL INVALIDITY.** If any provision of this Lease or application thereof to any person or circumstance shall, to any extent, be invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

25. **SUCCESSORS AND ASSIGNS.** Except as otherwise expressly provided, all provisions herein shall be binding upon and shall, inure to the benefit of the parties, their legal representatives, successors and assigns and any sale by Landlord of the Demised Premises shall be subject to this Lease provided the same is not in default at the time of such sale.

26. **BROKER.** Tenant warrants and represents that it has not dealt directly or indirectly, in connection with this transaction, with any Broker or other person entitled to claim a commission other than Colliers International Florida, LLC. Tenant shall indemnify and save

agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements, whether verbal or written, or actions of either party. This provision is a material inducement for the Landlord to enter into this Lease with Tenant.

32. **ARBITRATION.** The parties agree that any dispute or claim between or among them arising out of, pursuant to or in connection with this Lease, whether such claim sounds in contract, tort, or otherwise, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as amended and in effect on the date of this Lease, by one (1) neutral arbitrator if the AAA's Expedited Procedures apply and by three (3) neutral arbitrators if its Expedited Procedures do not apply. The AAA's Supplementary Procedures for Large, Complex Disputes shall be used where applicable by their terms. The single arbitrator, or the chair of any panel of three arbitrators, shall have been in the active practice of commercial real estate law for seven (7) years and shall have had experience as an arbitrator of business disputes. All arbitrators shall be fully compensated in accordance with their normal hourly or per diem rates for all time spent by them on this arbitration proceeding. Pending final award, arbitrator compensation and expenses shall be advanced equally by all parties. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. § 1-16, to the exclusion of any provisions of State law inconsistent therewith or which would produce a different result. Should said Act be determined to be inapplicable, then the arbitration shall be governed by the Florida Arbitration Code, Chapter 682, Florida Statutes. The place of arbitration shall be Jacksonville, Florida, at any location as the arbitrators direct, having due regard of the convenience of the parties, of witnesses and of the arbitrators. The arbitrators shall determine the rights and obligations of the parties according to the substantive laws of the State of Florida, excluding conflict of law principles, and shall give effect to applicable statutes of limitation. The arbitrators may consolidate arbitrations involving common questions of law or fact. The arbitrators may make any order to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense that justice requires. The arbitrators may make final, interim, interlocutory and partial awards, and may grant any remedy or relief which they deem just and equitable and within the scope of the agreement of the parties, including but not limited to specific performance and the awarding of attorneys' fees, but they are not empowered to award damages in excess of actual damages, nor are they empowered to award punitive damages. Judgment on the award rendered by the arbitrators may be entered by any court having jurisdiction.

33. **PROVISIONAL, ANCILLARY AND SUMMARY REMEDIES.** Nothing in this Section, or the exercise of any rights hereunder, shall limit the right of the Landlord at any time to (i) pursue self-help remedies provided by law or (ii) summary possession remedies of eviction from a court having jurisdiction. Furthermore, nothing in this Section shall limit the right of either the Landlord or the Tenant to obtain provisional or ancillary remedies. The pursuit of lawful self-help remedies, summary possession remedies of eviction or provisional or ancillary remedies shall not constitute a waiver of the right or obligation of any party to submit any other dispute or claim or issue not essential to the remedies set forth in this subparagraph to the procedures authorized in the subsection above, including those disputes or claims arising from the pursuit of self-help remedies, summary possession remedies of eviction or provisional or ancillary remedies or summary possession remedies of eviction. For purposes of this Section, the term provisional or ancillary remedies shall mean those temporary and supplementary remedies which protect a party from loss, irreparable injury or dissipation of property while a dispute is being resolved pursuant to the foregoing provisions of this Section, including, without limitation,

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the day and year first above written.

Signed, sealed and delivered in the presence of:

"Landlord"

FLORIDA TITLE GROUP, INC. a
Florida corporation

Elizabeth F. Towers

Name: Elizabeth F. Towers
As witness

[Signature]

Name: Michael Cassidy
As witness

By: Agnes Towers Morrissey
Name: Agnes Towers Morrissey
Title: President
Florida Title Group, Inc.

"Tenant"

MWD LOGISTICS, LLC
a Florida limited liability company

[Signature]

Name: Meghan Smith
As witness

[Signature]

Name: Michael Cassidy
As witness

By: [Signature]
Name: Michael Dravo
Title: Managing Member

Exhibit "D"
Limitations of Use

Tenant shall use the office for administrative uses and the adjacent storage lot to park delivery vans & trucks. No residential use is permitted.

SCHEDULE 7(A)(XII)

Schedule of Service Contracts

1. Maintenance of HVAC in Building #5 (see attached)
2. Waste management maintenance of drainage ditches surrounding the Property (see attached)
3. Pest control service for Building #2 (see attached)
4. Pest control service for Building #5 (see attached)
5. Verbal agreement with Property Manager (Julia Ewens) – Seller states Property Manager receives ten percent (10%) of the net income from the rent; month-to-month (no written contract)
6. Month-to-month agreement with dumpster service – (no written contract)
7. Agreement with handyman (Tom Taylor) – terms of agreement are at a rate of \$35/hour (no written contract)
8. Agreement with lawn maintenance contractor (Anthony Wright) – payment per job performed (no written contract)

THIGPEN
HEATING & COOLING, INC.
COMMERCIAL MAINTENANCE AGREEMENT

BILLING ADDRESS:

Florida Title Group Inc.
6215 Wilson Blvd. Building 5A
Jacksonville, FL 32210
904-374-2839

CUSTOMERS:

Florida Title Group Inc.
6215 Wilson Blvd. Building 5A
Jacksonville, FL 32210
904-374-2839

COMMERCIAL SERVICE INCLUDES:

- *Change Filters (optional)
- *Check operating pressures
- *Clean drain lines / pumps
- *Check electrical connections
- *Check amperage draw
- *Check & calibrate controls

- *Check & clean indoor/outdoor coils
- *Adjust belt tension/Replace if specified
- *Check refrigerant charges
- *Check all safety devices
- *Check overall conditions of equipment
- *Clean grills & fans related to HVAC

FREQUENCY OF INSPECTIONS:

(OPTIONAL PER CUSTOMER NEEDS)

Annual: _____ Semi-annual: _____ Quarterly: (Y) _____ Bi-monthly: _____
 Monthly: _____

Cost of Commercial Maintenance (per visit): \$257.00 Filters Not Included
 Cost of Filter Changes (per visit): _____

****THIS IS AN ANNUAL AGREEMENT SUBJECT TO COST CHANGE ON AN ANNUAL BASIS PER OUR COST INCREASES****

Filters Included: (Y) _____ (N) X _____

Note: Commercial Service does not include cost of Freon, parts, or labor to perform repairs. Our service rate is: \$88.00 per hour, Monday Thru Friday, 8am - 5pm. After hours, Holidays, and weekend rates are: \$88.00 per hour. This agreement can be canceled at any time upon a 30 day written notice by either party. As always, thank you for your interest with our company.

****BELTS WILL BE CHANGED AS NEEDED IF APPLICABLE AT ADDITIONAL COST****

Date: 10/2/2013

Date: 10-8-2013

By: Jennifer Bosley
 Thigpen Representative:

By: Elizabeth J. Towers
 Owner / Auth. Representative:

2801 Dawn Road, Jacksonville, Florida 32207 *CACO 56729 *CACO*Founded In 1982*

Vice President, Florida Title Group, Inc



SERVICE AGREEMENT

Account No: _____
PO# _____

AGREEMENT NUMBER

| | | | | | | | |
|--|--------------------|---|-----------------------------------|---|--------------------------|--|--|
| LEGAL COMPANY NAME - INVOICE TO Florida Title Group Inc (Customer) | | | | OPERATING NAME & SERVICE ADDRESS - SITE Florida Title Group Inc | | | |
| BILLING ADDRESS 6215 Wilson Blvd | | | | 6215 Wilson Blvd | | | |
| CITY Jacksonville | STATE FL | ZIP CODE 32210 | CITY Jacksonville | STATE FL | ZIP CODE 32210 | | |
| CONTACT PERSON Anes Morrissey | | BUSINESS PHONE (904) 705-5608 | CELL PHONE 904-415-3391 | EMAIL agnesmorrisey@comcast.net | | | |

| NEW SCHEDULE OF SERVICE | | | | | | | | | | | | | SERVICE EFFECTIVE DATE / / 22 | |
|-------------------------|-------------------------------------|----------------|-------|-------------------|---------|--------------|--------------------|--------------------|------------------------|------------|--------------|-----------------|-------------------------------|-----------------|
| QTY. | COMP | CONTAINER SIZE | TYPE | SERVICE FREQUENCY | PO REQ. | RECEIPT REQ. | START / CLOSE DATE | LIFT / HAUL CHARGE | MONTHLY SERVICE CHARGE | EXTRA LIFT | DELIVERY FEE | DISPOSAL CHARGE | CONTAINER CHARGE | OTHER |
| 1 | <input checked="" type="checkbox"/> | 4 yard | trash | 1 per week | | | 2 / 3 / 22 | | 94.24 | | | | plus fees | 158.57 monthly |
| | No | | | | | | / / | | | | 100.00 | | plus fees | 158.25 one-time |
| | No | | | | | | / / | | | | | | | |
| | No | | | | | | / / | | | | | | | |
| | No | | | | | | / / | | | | | | | |
| | No | | | | | | / / | | | | | | | |

| OLD SCHEDULE OF SERVICE | | | | | | | | | | | | | | |
|-------------------------|------|----------------|------|-------------------|---------|--------------|--------------------|--------------------|------------------------|------------|--------------|-----------------|------------------|-------|
| QTY. | COMP | CONTAINER SIZE | TYPE | SERVICE FREQUENCY | PO REQ. | RECEIPT REQ. | START / CLOSE DATE | LIFT / HAUL CHARGE | MONTHLY SERVICE CHARGE | EXTRA LIFT | DELIVERY FEE | DISPOSAL CHARGE | CONTAINER CHARGE | OTHER |
| | No | | | | | | / / | | | | | | | |
| | No | | | | | | / / | | | | | | | |
| | No | | | | | | / / | | | | | | | |
| | No | | | | | | / / | | | | | | | |
| | No | | | | | | / / | | | | | | | |

* THE CUSTOMER AGREES THAT THE CONTRACTOR SHALL HAVE THE RIGHT TO SURCHARGE THE CUSTOMER AS A RESULT OF INCREASED DISPOSAL COSTS IF THE CUSTOMER'S WASTE MATERIALS EXCEED AN ESTIMATED AVERAGE WEIGHT OF 90 LBS PER CUBIC YARD. SEE ALSO SECTION 5 RE-RATE ADJUSTMENTS *

OTHER CHARGES \$ fees included above + FUEL FEE, ENVIRONMENTAL FEE, ADMINISTRATIVE AND OTHER FEES, CHARGES, ASSESSMENTS AND TAXES AS SHOWN ON INVOICE.

ADDITIONAL PROVISIONS 12 month agreement, no auto-renewal. If business is sold the agreement does not transfer to the new owner. JA

By execution hereof, Customer agrees that this Service Agreement (the "Agreement") is a legally binding contract, enforceable in accordance with its terms, between Meridian Waste Florida LLC ("Contractor") and Customer, and the individual executing this Agreement on behalf of Customer has all power and authority to do so. Customer agrees to accept the services and equipment at the charges and frequency indicated in this Agreement and any invoice subject to the terms and conditions specified below.

| | |
|-------------------------------------|---|
| DATE _____ 20 22 | DATE January 21 20 22 |
| Meridian Waste Florida LLC | Florida Title Group, Inc. |
| (Signature of Meridian Waste) | (Company's Name) <i>Elizabeth F. Towers</i> |
| (Print First / Last Name and Title) | (Customer Authorized Signature) Elizabeth F. Towers, Vice President |
| | (Print First / Last Name and Title) |

This service agreement will take effect on the Service Effective Date noted on the agreement or upon the expiration of any existing contract - whichever occurs later.

TERMS AND CONDITIONS

SERVICES RENDERED. Customer grants to Contractor the exclusive right to collect and dispose of all of Customer's solid waste materials, including any recyclable materials if permitted, and agree to make the payments as provided for herein and as stated on Customer's invoice, and Contractor agrees to furnish such services and equipment as specified above, all in accordance with the terms and conditions of this Agreement. This Agreement also includes all non-scheduled or on call service with exclusive rights to Contractor. In the event Contractor is rendered unable to perform its obligations hereunder due to an act, event or condition that is beyond Contractor's control, it shall notify Customer of such events and the obligations of Contractor may be suspended during the continuation of any inability so caused by such event, act or condition. In the event that Customer claims that Contractor is in breach or default of any provisions of this Agreement, Customer must notify Contractor in writing (via certified mail) of the alleged breach or default and allow Contractor at least ten (10) days to cure same prior to Customer terminating, or attempting to terminate, the Agreement.

TERM. This Agreement is a legally binding contract and shall extend for an initial term of five (5) years from the date hereof (the "Initial Term"), and, except where prohibited by law, shall be automatically renewed for successive 5 year terms (each a "Renewal Term") thereafter, unless either party shall give written notice of non-renewal (via certified mail, which in the case of any notice to Contractor pursuant to this Agreement shall be sent to the address stated on the invoice) to the other at least sixty (60) days but not more than one hundred twenty (120) days prior to the expiration of the Initial Term, or any Renewal Term (together, the "Term"). In the event the Customer should attempt to discontinue or terminate this Agreement other than as provided above, Customer agrees to pay to Contractor as liquidated damages a sum equal to the average of the latest six months invoices sent to the Customer by Contractor multiplied by six (6), or if Customer has not been serviced for six months, an amount equal to Customer's most recent monthly charge multiplied by six. Contractor agrees that if Customer no longer requires any collection services due solely to the discontinuance of its business or the relocation of its business outside the area in which Contractor provides collection service, Customer may terminate this Agreement upon written notice to Contractor (via certified mail) at least sixty (60) days prior to the date of relocation or termination of Customer's business; provided however, that Customer shall remit all amounts due and owing to Contractor prior to such termination. Notwithstanding the foregoing, Customer agrees that this Agreement applies to any change of location of Customer, and all additional locations of Customer within the area Contractor provides the services contemplated hereunder. This section shall survive any termination or expiration of the Agreement.

TERMS AND CONDITIONS (Continued)

EQUIPMENT. The word "equipment" as used herein shall mean all containers, compactors and other equipment used for storage of waste or recyclable material utilized in the performance of this Agreement. Customer acknowledges that it has the care, custody and control of any equipment, furnished to Customer while it is at Customer's premises and accepts sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such equipment and for the cleanliness and unimpairing of such equipment. Customer shall not overload any equipment (by weight or volume) and shall use it only for its intended purposes. Customer shall not remove or alter, nor authorize the removal or alteration of, any such equipment without the prior written consent of Contractor, nor shall Customer use the equipment for incineration purposes. Customer shall maintain the equipment and surrounding area in a clean and safe condition and shall secure the equipment at all times to prevent unauthorized access to the equipment, or dumping or looting. All solid waste enclosures must meet the enclosure standards (including, but not limited to, width, height, depth, concrete strength, gate mechanisms, and maintenance and upkeep) of Contractor, which shall be provided to Customer upon request. Contractor will not be responsible in any manner for any damage to an enclosure or for any costs and expenses arising from such damage to an enclosure. Customer shall have no authority to subject the equipment to any lien or encumbrance. Customer shall pay an extra yardage/ pickup fee for any of the following: (i) waste material not properly contained; (ii) waste material exceeding height or internal capacity of the equipment; and (iii) contaminated waste or recyclables. If Contractor is assessed an overweight fine, Customer agrees to pay such fine, in addition to any expenses, charges, fines or fees relating thereto, as set forth on any invoice sent to Customer.

NON-HAZARDOUS WASTE ONLY. Customer represents and warrants to Contractor that all solid waste and material deposited in any equipment, and any such material delivered to Contractor, will not contain (i) any hazardous, biohazardous, infectious, radioactive, volatile, corrosive, highly flammable, explosive, asphyxiant or toxic waste as defined by any applicable federal, state, or local laws or regulations, (ii) any waste or material that Contractor is not permitted to accept, transport, handle or deposit, (iii) any waste or material that is deposited in equipment and placed for collection in violation of applicable law or regulation, or (iv) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment as determined by Contractor (collectively, "unacceptable waste"). Contractor shall not be required to accept such unacceptable waste, and reserves the right to suspend the services to be provided by Contractor as contemplated hereunder. In the event Customer deposits such unacceptable waste in or about the equipment, or places such unacceptable waste for collection by Contractor or its designee. Upon receipt by Contractor of notice from Contractor (whether written or verbal), Customer shall immediately remove all unacceptable waste that Customer has deposited in or about Contractor's equipment that is determined or suspected by Contractor to be unacceptable waste pursuant to this Agreement or applicable law or regulation. If Customer fails to immediately remove such unacceptable waste, Contractor shall have the right to arrange for lawful disposal of such unacceptable waste at the sole cost and expense of Customer which Customer agrees to pay pursuant to any invoice sent by Contractor. Customer shall indemnify, defend and hold Contractor, and its affiliates, parents, and subsidiaries, and their respective officers, directors, members, managers, employees, agents and representatives ("Contractor Parties") harmless for any liability, costs, fees, fines, suits, damages and expenses resulting from or arising in connection with placing or depositing such unacceptable waste in or around Contractor's equipment and shall pay Contractor its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for any such unacceptable waste. All title and liability to such unacceptable waste shall at all times remain with Customer, regardless of whether any unacceptable waste is loaded or unloaded. Customer shall, at its sole expense, provide any requested chemical characterization of all waste and other materials and shall give Contractor prior notice of any changes in the waste characteristics, consistency or the waste generation process. Customer shall be solely responsible for complying with applicable laws mandating pretreatment, source separation or the recycling of any waste stream or any approval from governmental agencies.

TITLE. Contractor is vested with title to all acceptable solid waste and materials accepted by Contractor. Any revenue or other value received by Contractor as a result of reclamation, recycling or resource recovery shall be solely for the accounts of Contractor. All equipment furnished by Contractor for use by the Customer shall remain the property of Contractor and the Customer shall have no right, title or interest in such equipment.

INDEMNITY. Customer agrees to defend, hold harmless and indemnify the Contractor Parties from and against any and all losses, costs, damages, suits, liability, fees, fines, and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of, or in connection with, (i) death or bodily injuries to any person, destruction or damage to any property, or contamination of or adverse effects on the environment, (ii) any violation of governmental laws, regulations, or orders by Customer, (iii) breach of any representation, warranty, obligation, term or provision of the Agreement by Customer, (iv) use, handling, or operation of any equipment provided to Customer by Contractor, (v) damage to pavement, enclosure or equipment as discussed herein, or (vi) by the negligence or willful acts or omissions of Customer or its employees or interns, agents, designees or its subcontractors. The provisions of this paragraph shall survive the termination, cancellation or expiration of this Agreement.

SERVICE RATE, FEE, AND ASSESSMENT ADJUSTMENTS. Because disposal, transportation, environmental compliance, and fuel costs, and all other costs of doing business, constitute a portion of the service costs provided by Contractor and its affiliates, Customer understands and agrees that Contractor may increase service rates, without prior notice or consent, to account for any increase in such costs, or to account for any increase in transportation costs due to changes in the location of the disposal facility, by showing the amount on the Customer's invoice which Customer agrees to pay. Customer also understands and agrees Contractor may impose, and Customer must pay, any environmental and fuel fees and any other fees, charges and assessments, such as, but not limited to, maintenance or administrative fees, as set forth on Customer's invoice, and that Contractor may increase or decrease these fees, charges or assessments at any time and for any reason by showing the amount on Customer's invoice. Customer further understands and agrees that Contractor may increase the service rates, and all environmental and fuel fees, and any other fees, charges and assessments, such as, but not limited to maintenance or administrative fees, at any time and for any reason, including to help recover a portion of overall costs incurred by Contractor or its affiliated entities as may be necessary to achieve an operating margin acceptable to Contractor and its affiliates. Customer agrees to pay all such increased amounts as shown on Customer's invoice. Customer agrees that Contractor may pass through to Customer cost increases caused by weights being higher than those estimated. Customer shall also pay all federal, state, and local taxes, assessments, fees, bond fees or charges, or similar charges directly or indirectly related to the transportation, collection, or disposal of solid waste that are imposed on Contractor by law, ordinance, or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively. In the event of occurrence of an act, event, or condition that is beyond the control of Contractor and that materially or adversely affects the cost of operation by Contractor or maintenance of Contractor's equipment and facilities, Contractor may increase Customer's service rates, fees, charges, and assessments to the extent necessary to help offset, directly or indirectly, the increase in such costs, which Customer agrees to pay in accordance with any invoice. Contractor may increase service rates, fees, charges, and assessments for reasons other than those set forth above with the consent of the Customer. Such consent may be evidenced verbally, in or by the actions and practices of the parties, or by payment of the invoice service rates, fees, and assessments. Notwithstanding anything to the contrary, if the Customer does not object to an Invoice, in writing (via certified mail), within 30 days of the invoice date, the Customer shall have conclusively agreed that such invoice is correct in all respects, whether paid or not.

ACCESS. On collection day, Contractor's vehicle shall have clear access to the equipment and Customer's premises. If the equipment is blocked in any way so as to prohibit collection, or Contractor is not granted access to Contractor's premises, Customer will be notified and one additional attempt for collection shall be made by Contractor. Any additional collection attempt will be classified as an "extra pick-up." Contractor shall have the right to charge Customer for the extra pick-up, and Customer agrees to pay such charge as stated on Customer's invoice. Contractor shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any solid waste or materials in the event Contractor did not have or was denied access to the equipment or Customer's premises.

DRIVEWAYS AND PARKING AREAS. Customer represents and warrants to Contractor that any right-of-way provided by Customer from the equipment location to the most convenient public right-of-way is sufficient to bear the weight of all Contractor's equipment and vehicles required for the performance of this Agreement. Contractor shall not be responsible for damage, or any costs or expenses arising from such damage, to any pavement curbing, driving surface or accompanying sub-surface resulting from Contractor's performance of this Agreement.

ATTORNEY'S FEES. If any legal action or any other proceeding is brought by Contractor for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, Contractor shall be entitled to recover reasonable attorneys' fees, collection fees and other costs (including litigation related costs, costs associated with the engagement of any collection agency, and expert witness fees) (adding up to or incurred in that action or proceeding in addition to any other relief to which it may be entitled).

LIMITATION ON LIABILITY. Contractor shall not be liable for any indirect, incidental or consequential damages and as aggregate liability, if any, arising out of this Agreement shall not exceed the aggregate base rate service fees paid to Contractor by Customer, regardless of whether recovery is sought in contract, tort, statute, strict liability or otherwise. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE EXPRESSLY DISCLAIMED.

ASSIGNMENT AND BENEFIT. Customer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Contractor. Contractor may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Contractor shall release Contractor from any liability under this Agreement from and after the date of the assignment. Subject to the foregoing, this Agreement shall be binding on the parties and their successors and assigns.

RIGHT TO COMPETE. Customer grants Contractor the right to compete with any offer Customer receives or intends to make or accept relating to any waste services to be rendered after termination of this Agreement and shall give Contractor written notice of any such offer and a reasonable opportunity to respond.

ARBITRATION AGREEMENT, JURY TRIAL WAIVER, AND CLASS ACTION WAIVER CLAUSE. Except for claims by Contractor for collection of payments due and owing by Customer pursuant to any invoices, or individual claims by the Customer against Contractor for property damage, the parties, knowingly, voluntarily and irrevocably agree that all the election of either party any controversy or claim arising between them (INCLUDING THOSE CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRIOR AGREEMENT) shall be resolved by BINDING ARBITRATION under the rules of the American Arbitration Association, which arbitration shall be governed by and enforceable under the Federal Arbitration Act, and judgment on the award may be entered by any court having jurisdiction thereof. WHETHER IN ARBITRATION OR AS OTHERWISE EXCEPTED ABOVE, NO CLAIMS MAY BE BROUGHT AS A CLASS ACTION, ON A CONSOLIDATED BASIS OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. The parties acknowledge the service Contractor provides Customer impacts and affects interstate commerce and agree that any dispute about the enforceability or scope of the agreement to arbitrate shall be decided by the arbitrator. The parties' mutual promises contained herein including to arbitrate certain disagreements, rather than litigate them before courts or other bodies, provide consideration for each other for this entire clause. EACH PARTY HERETO HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM OR CROSS-CLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER AND WAIVES THE RIGHT TO PARTICIPATE AND/OR BE REPRESENTED IN ANY CLASS ACTION. Further, any action (including any arbitration) by Customer against Contractor in connection with this Agreement or any prior Agreement, or arising out of the Agreement or any prior Agreement, must be brought within one (1) year of any alleged breach of contract, tort, violation of statute or other alleged wrongful act. Any proceedings shall be conducted in the location where the services provided by Contractor to the Customer are performed.

SEVERABILITY. The provisions of this Agreement are independent and severable, and no provision shall be affected or rendered invalid or unenforceable in whole or in part by the fact that another provision has been determined to be invalid or unenforceable in whole or in part. If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend the Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement.

CHANGE OF TERMS. Except as otherwise agreed herein or as may be prohibited by applicable law, Contractor and Customer agree that Contractor may change the pre-printed terms and conditions of this Agreement in the future.

MISCELLANEOUS. Subject to the arbitration provisions set forth above, this Agreement shall be governed by the laws of the state of Florida without regard to conflicts-of-laws principles that would require the application of any other law and is executed as of the Effective Date specified above. This Agreement constitutes the entire understanding between Contractor and Customer regarding the subject matter hereof and, except as otherwise provided for herein, supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to such subject matter. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this agreement and of signature pages by facsimile transmission or electronic mail in PDF format will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. This is an Agreement for the performance of specific services described herein. Customer's representations, warranties, indemnifications and the arbitration provisions of this Agreement shall survive termination of this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY. Executive Order 11246, as amended, Sec. 402 of the Vietnam Era Veterans Readjustment Act of 1974, as amended, Sec. 503 of the Rehabilitation Act of 1973, as amended, and Sec. 61-280 TD and 61-300 (Vets-100A Reporting), Executive Order 13496, and Public Law 95-507 contain required contract clauses relative to equal employment opportunity and are incorporated herein by specific reference. The Contractor further agrees to comply with the provisions of 29 CFR parts 471. Additionally, this Contractor and subcontractors shall abide by the requirements of 41 CFR 80-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment of qualified individuals with disabilities.

TERMS: NET 10 DAYS

[Handwritten Signature]

Customer Initials



P.O. Box 9
Winfield, MO 63389
p: (636) 566-8367
f: (314) 291-3133

Dear _____,

We have received a request to cancel the waste removal services for account number _____, It is understood that the reasoning behind this request is due to a business closure.

In exchange for Meridian Waste's willingness to suspend service in lieu of a current Service Agreement, you hereby agree to the following:

Should you return to doing business at the same service address or any other location in our service area, you will notify us so that we may reinstate your account under the Terms and Conditions of the current Service Agreement. These conditions will be in effect until the end of the current contract term, which is _____.

Upon receipt of this letter, signed by you, we will cancel the services at the above location.

Signature:

Date:

Sincerely,

Meridian Waste

Date Submitted: 2022-02-08 09:37:38.293 | Form Key: 8383



ATTACH PAYMENT HERE



The Lake Doctors, Inc.
Aquatic Management Services

Mark & Judy - will send the
1st \$130 payment in the next
bill cycle - Bm

Fax 262 5501

Corporate Offices
3343 State Road 419
Winter Springs, FL 32708
1-800-666-3253
lake@lakedoctors.com
www.lakedoctors.com

Water Management Agreement
Bi-Monthly

MAS

This Agreement, made this 19th day of July, 2016 is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

NAME Florida Title Group, Inc a Florida Corporation

BILLING ADDRESS PO Box 380078

CITY Jacksonville STATE FL ZIP 32205 PHONE (904) 705.5608

EMAIL ADDRESS betsy@floridatitlegroupinc.com

IF YOU WOULD LIKE YOUR INVOICE EMAILED, CHECK HERE:

Hereinafter called "CUSTOMER"

REQUESTED START DATE: ASAP
PURCHASE ORDER #:

The parties hereto agree to follows:

A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s):

Ditches associated with 6215 Wilson Blvd. c/o Florida Title Group, Jacksonville, Florida.

Includes a minimum of six (6) inspections and treatments, as necessary, for control and prevention of noxious aquatic weeds and algae.

Customer understands that under an agreement of this type, aquatic weeds can re-grow between treatments; therefore, no length of control is guaranteed.

B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

| | | |
|---|----|----------------------|
| 1. Underwater and Floating Vegetation Control Program | \$ | N/A |
| 2. Grass and Brush Control Program | \$ | 130.00 Bi-Monthly |
| 3. Written Bi-Monthly Service Reports | \$ | INCLUDED |
| 4. Additional Treatments | \$ | 130.00 per treatment |
| Total of Services Accepted | \$ | 130.00 Bi-Monthly |

\$130.00 of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in advance in bi-monthly installments of \$130.00, plus any taxes, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement.

C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.

D. THE LAKE DOCTORS agrees to commence treatment within fifteen (15) business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.

E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before August 12, 2016.

F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed Mark A. Seymour
MARK A. SEYMOUR, SALES MANAGER

Signed Elizabeth F. Towers Dated 7.19.16
Name Elizabeth F. Towers

03/2018

© THE LAKE DOCTORS, INC.



Service Date: ___ / ___ / ___ Map Code: _____ Route # _____
 This property is under termite coverage with: _____

**SERVICE AGREEMENT FOR INTEGRATED PEST MANAGEMENT,
 FIRE ANT CONTROL AND MOSQUITO MANAGEMENT**

Account Name, Last First Middle
Florida Title Group Inc
 Service Address, Number Street
6215 Wilson Blvd # 2
JAX FL 32210
 City State Zip Code
 Service Phone Home Work
 Cell Phone Email Address
 Tenant Person to Contact

Billing Name
 Billing Address, Number Street
 City State Zip Code
 Billing Phone Home Work
 Cell Phone Email Address
 Attention (Property Manager / Commercial Accounts Manager)

- IPM PEST CONTROL:** Services to be rendered for the control of roaches, ants (excluding fire ants, carpenter ants and white-footed ants), silverfish, earwigs, house crickets, scorpions, pill bugs, millipedes, centipedes, mice and other crawling pests, (excluding brown recluse, black widow spiders and bed bugs).
 Special Instructions: Initial is Pest and Fire Ant Pest Treatment
 Service Frequency: Quarterly Other: _____
- MOSQUITO CONTROL:** Services to be rendered to greatly reduce the population of mosquitoes on your property. Nader's Pest Raiders (the COMPANY) will treat your property per the schedule below by applying products to mosquito nesting and harborage areas on your property.
 Special Instructions: _____ Treatment Area: _____
 Service Frequency: Monthly Other: _____
- FIRE ANT (Pest Control Service Required):** Services to be rendered to greatly reduce the population of fire ants on your property. The COMPANY will treat your property per the schedule below by applying products to fire ant nesting and harborage areas on your property.
 Special Instructions: _____ Treatment Area: _____
 Service Frequency: Quarterly Other: _____

Graph Attached Other Instructions: _____

| | Jan | Feb | March | April | May | June | July | August | Sept | Oct | Nov | Dec |
|----------|-----|-----|-------|-------|-----|------|------|--------|------|-----|-----|-----|
| IPM PEST | | | | | | | | | | | | |
| MOSO | | | | | | | | | | | | |
| FIRE ANT | | | | | | | | | | | | |

SERVICE SCHEDULE: Customer agrees to allow scheduled appointments for services. In the event a scheduled appointment can't be met due to unexpected circumstances, the customer acknowledges that exterior treatments may be rendered to prevent a lapse in ongoing pest protection. Initials: 02

SERVICE FEES:

One-time Start Up Fee \$ 150

IPM Pest Control Service Fee \$ 75 x 3 services \$ 225

Mosquito Control Service Fees \$ ___ x ___ services \$ ___

Fire Ant Service Fees \$ ___ x ___ services \$ ___

Other: \$ ___

Sub Total For Services \$ 375

5% Discount For Year In Advance Payment \$ ___

Sub Total Of This Service Agreement \$ ___

Sales Tax (If applicable) ___ % \$ ___

TOTAL AMOUNT \$ ___

Amount Due with Agreement \$ ___

METHOD OF PAYMENT: Cash Check Credit Card

COMPANY SERVICE GUARANTEE
 ACCEPTED IN ALL ITS TERMS AND CONDITIONS without limitations, it being specifically understood that the COMPANY and the undersigned will be bound only by the terms set forth in this agreement and not by any other representations, oral or otherwise. This agreement is not binding until approved by the Service Center Manager.

Company Info: Date: 12, 13, 12

Address: _____

City: _____

State: _____ Zip: _____

Phone: 423-2200 FAX 423-2211

Accepted By: _____ Date: 01, 9, 2013
Agnes Lippissey
 Buyer / Authorized Agent
Leon Palmer
 COMPANY Representative
 COMPANY Service Center Manager

May. 14. 2012 2:15PM

No. 4029 P. 2

ofc
285-0091



SERVICE AGREEMENT

COMMERCIAL PEST MANAGEMENT DIVISION

Account Name: Florida Title Group
 Service Address: 6215 Wilson Blvd #5
Jax FL 32210
 City: 374-2839 State: FL Zip Code: 32210
 Service Phone: 619-6703 Cell Phone: 277-8617 agness
 Fax: _____ Tenant: _____
 Contact Person: _____ Email: _____

Billing Name: _____
 Billing Address Number: _____
 City: _____ State: _____ Zip Code: _____
 Billing Phone: _____ Cell Phone: _____
 Fax: _____ Contact Person: _____
 Email: _____

- SERVICE FREQUENCY:**
 Weekly Every Other Month
 Bi-Monthly Quarterly
 Monthly One Time
- SERVICE TYPE:**
 Interior Exterior
- SERVICE FOR:**
 Insect Control Drain Management
 Rodent Control Bird Management
 Rodent Exclusion Fire Ant Control
 Stored Product Pest Control Fly Control

I. SCOPE OF SERVICE: Program Designed As Follows OR Attached includes waste house quarterly pest control and quarterly rodent box checks

- II. ALL PEST CONTROL MATERIALS, when applied, will conform with product labeling. All services will be performed in a professional manner and in accordance with the most effective and scientifically advanced pest control methods. Caution will be exercised to avoid any accident to humans or non-target pests. Prior to rendering service, the customer agrees to notify Nader's Pest Raiders (the COMPANY) of any occupant who is allergic or sensitive to material applications.
- III. AS PART OF THE COMPANY'S PEST CONTROL SERVICE, customer will be notified in writing of conditions that are conducive to breeding and harboring of pests which must be corrected to insure effective results.
- IV. UPON REQUEST, the company will furnish a Certificate of Insurance.
- V. THIS AGREEMENT SHALL BE EFFECTIVE FOR ONE YEAR; and shall renew at the same frequency thereafter unless written notice is given by either party thirty (30) days prior to anniversary date. If the company fails to comply with specifications as outlined, the company will be given thirty (30) days to correct the problem, and if at the expiration of such thirty (30) days notice, the problem has not been corrected, customer reserves the right to cancel this agreement.
- VI. IF PESTS COME BACK, SO WILL WE! If extra service is needed between regularly scheduled visits for covered pests, we will render such service promptly.

SERVICE FEES:
 Initial Service Fee: \$ _____
 Regular Service Fee \$ 4 x 130 services: \$ 520.00
 Optional Service Fees: \$ _____
 Sub Total For Services: \$ _____
 5% Discount For Year in Advance Payment: \$ _____
 Sub Total Of This Service Agreement: \$ _____
 Sales Tax (if applicable) %: 36.40
 TOTAL ANNUAL AMOUNT: \$ 556.40

BALANCE OF: \$ _____ To Be Paid @ \$ _____ Per
 Month Every Other Month Quarter Year N/A
 Sales Tax of _____ % Included Add Sales Tax of _____ % N/A

PAYMENT METHOD FOR REMAINING SERVICES:
 Pay Tech Each Service Deduct Credit Card Each Service
 Bill Other: _____ N/A

CREDIT CARD INFORMATION:
 Visa MasterCard DiscoverCard AmExpress

METHOD OF INITIAL PAYMENT: Cash Check Credit Card
 Amount Remitted with Agreement: \$ _____
 Includes Initial Service Fee Payment + Sales Tax of _____ %
 Includes Year in Advance Payment + Sales Tax of _____ %

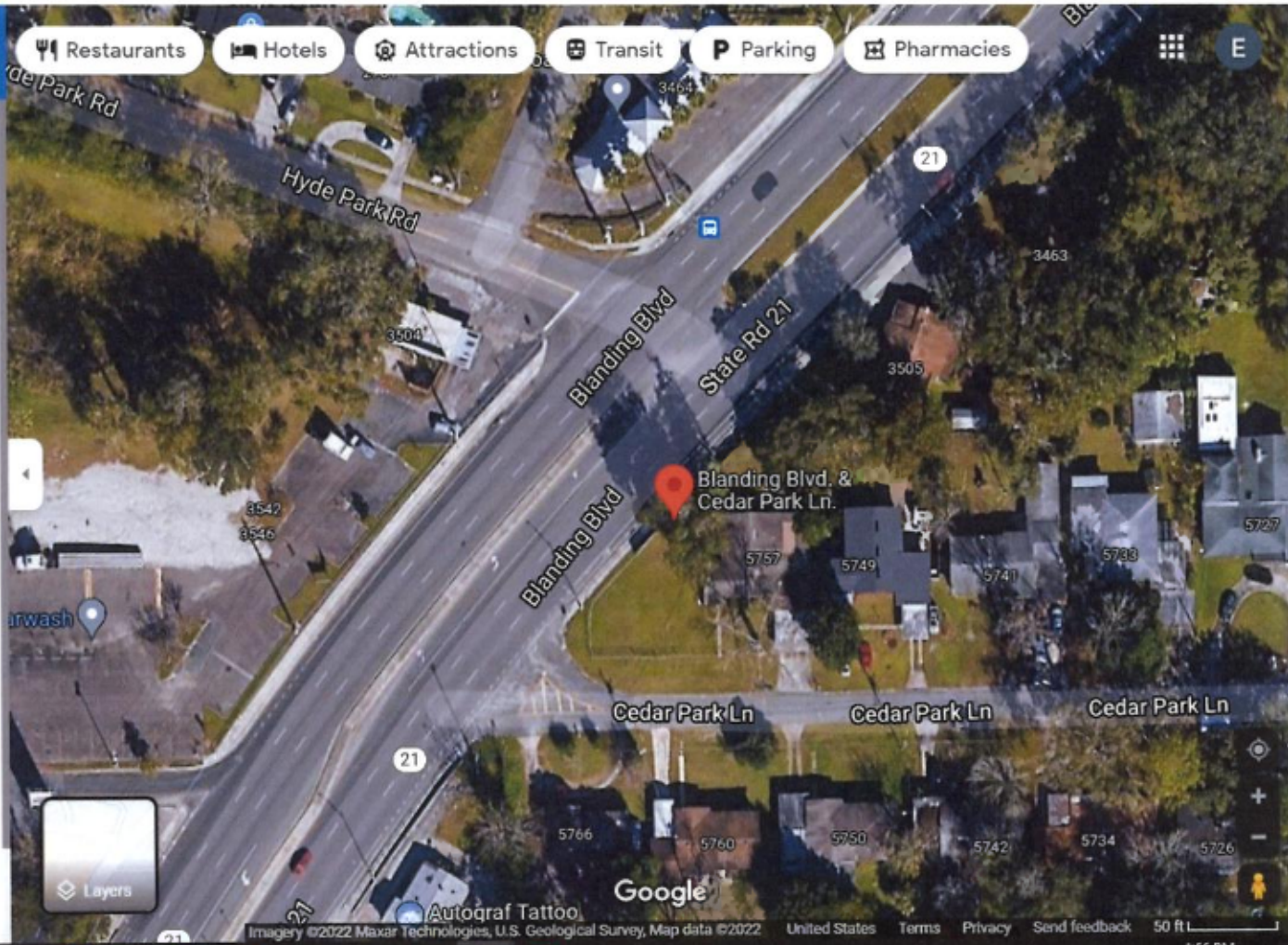
Company Info
 Address: 10066 Sawgrass Dr
 City: PUB
 State: FL Zip: 32082
 Phone: 285-0091
 Representative: Natalie Cavallero
 Date: _____

Accepted By: Florida Title Group
 Customer Name (please print): _____
 Customer Signature: Agnes Monahan
 Service Center Manager: _____ Approved
 Date: 5-14-2012

NDR-SAS-023 Revised 5/2011

Date Submitted: 2022-02-08 09:37:38.293 | Form Key: 8383

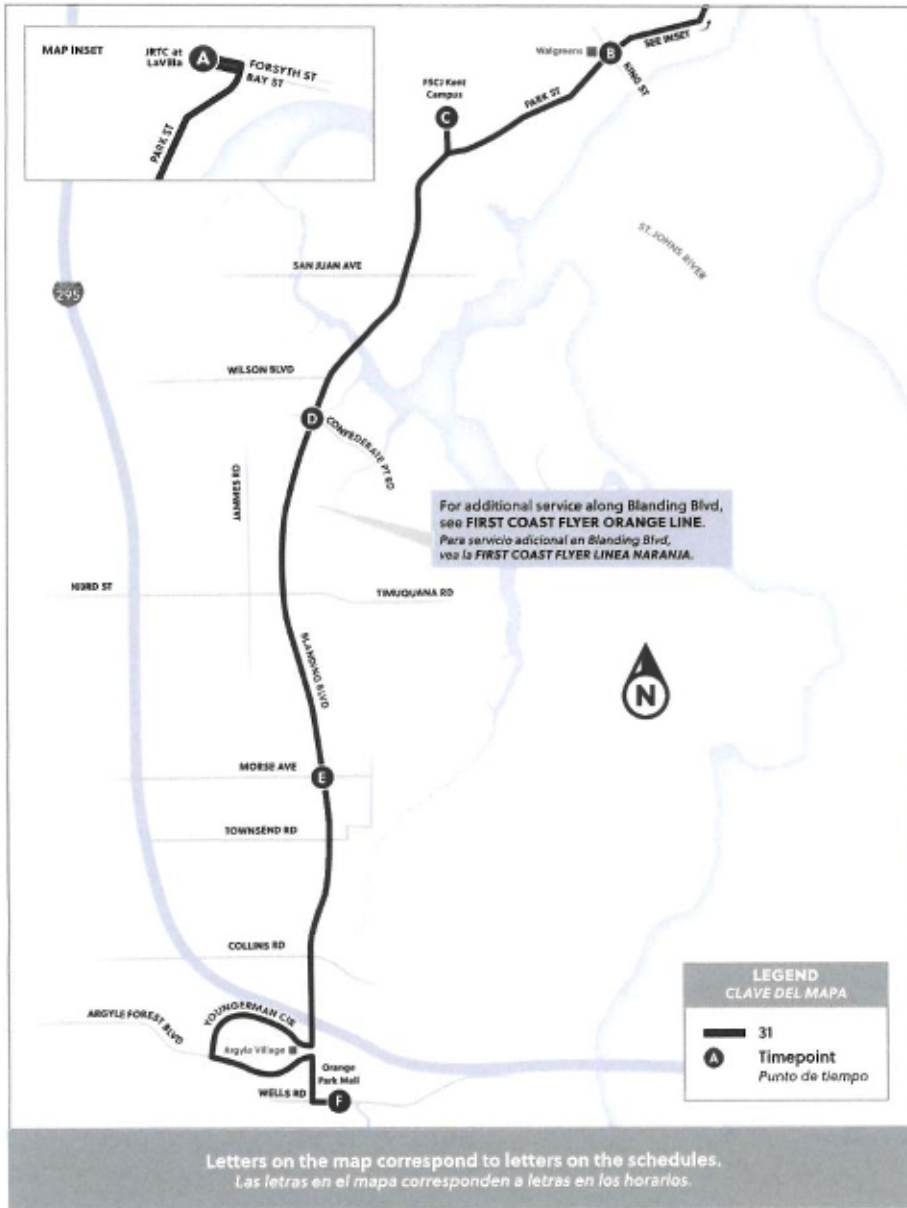
← Blanding Blvd. & Cedar Park... X



- 31 Orange Park Mall/ Kent Campus/ Convent... 2:49 PM
- 31 Orange Park Mall/ Kent Campus/ Convent... 3:59 PM
- 31 Orange Park Mall/ Kent Campus/ Convent... 5:09 PM
- 31 Orange Park Mall/ Kent Campus/ Convent... 6:19 PM
- 31 Orange Park Mall/ Kent Campus/ Convent... 7:29 PM
- 31 Orange Park Mall/ Kent Campus/ Convent... 8:39 PM
- 31 Orange Park Mall/ Kent Campus/ Convent... 9:49 PM
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- 31 Orange Park Mall/ Kent Campus/ Convent... 6:39 AM
- 31 Orange Park Mall/ Kent Campus/ Convent... 7:49 AM
- 31 Orange Park Mall/ Kent Campus/ Convent... 8:59 AM
- 31 Orange Park Mall/ Kent Campus/ Conve... 10:09 AM
- 31 Orange Park Mall/ Kent Campus/ Conve... 11:19 AM

Type here to search

Windows taskbar with application icons (File Explorer, Edge, Word, Excel, etc.) and system tray showing the time 1:56 PM and date 2/18/2022.



Let Us Help You Dejanos Ayudarte

JTA Customer Service
JTA Servicio al Cliente

(904) 630-3100

Florida Relay 711 or **(800) 955-8771**

Monday - Friday 5:30 a.m. - 8:30 p.m.

Lunes - Viernes

Saturday 8 a.m. - 5 p.m.

Sábado

Sunday Closed

Domingo Cerrado

Lost and Found
Artículos Perdidos

(904) 630-3189

100 LaVilla Center Drive
Jacksonville, FL 32204

Monday - Friday 8 a.m. - 5 p.m.

Lunes - Viernes

Saturday - Sunday Closed

Sábado - Domingo Cerrado

Administrative Headquarters
Sede Administrativa

100 LaVilla Center Drive
Jacksonville, FL 32204

Website
Sitio web

jtafla.com



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JACKSONVILLE TRANSPORTATION AUTHORITY

Effective January 10, 2022 / A partir del 10 de enero de 2022



**Park /
Blanding**

31



Destinations
Destinos

- Argyle Village
- FSCJ Kent Campus
- Orange Park Mall
- Walgreens

jtafla.com

(904) 630-3100

Monday to Sunday service / Servicio de lunes a domingo



| SOUTHBOUND - MONDAY TO FRIDAY | | HACIA EL SUR - DE LUNES A VIERNES | | | | | | | | | | | | | | | |
|-------------------------------------|----------|-----------------------------------|------|------|------|-------|-------|-------|------|------|------|------|------|------|------|-------|-------|
| Service Number / Número de servicio | | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 |
| JRTC at LaVilla | A | 5:00 | 6:10 | 7:20 | 8:30 | 9:40 | 10:50 | 12:00 | 1:10 | 2:20 | 3:30 | 4:40 | 5:50 | 7:00 | 8:10 | 9:20 | 10:30 |
| King & Park | B | 5:11 | 6:21 | 7:31 | 8:42 | 9:52 | 11:02 | 12:12 | 1:22 | 2:32 | 3:42 | 4:52 | 6:02 | 7:12 | 8:22 | 9:32 | 10:42 |
| FCCJ Kent Campus | C | 5:19 | 6:29 | 7:39 | 8:50 | 10:00 | 11:10 | 12:20 | 1:30 | 2:40 | 3:50 | 5:00 | 6:10 | 7:20 | 8:30 | 9:40 | 10:50 |
| Blanding & Confederate | D | 5:30 | 6:40 | 7:50 | 9:02 | 10:12 | 11:22 | 12:32 | 1:42 | 2:52 | 4:02 | 5:12 | 6:22 | 7:32 | 8:42 | 9:52 | 11:02 |
| Blanding & Morse | E | 5:40 | 6:50 | 8:00 | 9:12 | 10:22 | 11:32 | 12:42 | 1:52 | 3:02 | 4:12 | 5:22 | 6:32 | 7:42 | 8:52 | 10:02 | 11:12 |
| Orange Park Mall | F | 5:56 | 7:06 | 8:16 | 9:28 | 10:38 | 11:48 | 12:58 | 2:08 | 3:18 | 4:28 | 5:38 | 6:48 | 7:58 | 9:08 | 10:18 | 11:28 |

| NORTHBOUND - MONDAY TO FRIDAY | | HACIA EL NORTE - DE LUNES A VIERNES | | | | | | | | | | | | | | | |
|-------------------------------------|----------|-------------------------------------|------|------|------|-------|-------|-------|------|------|------|------|------|------|------|-------|-------|
| Service Number / Número de servicio | | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 |
| Orange Park Mall | F | 5:00 | 6:10 | 7:20 | 8:30 | 9:40 | 10:50 | 12:00 | 1:10 | 2:20 | 3:30 | 4:40 | 5:50 | 7:00 | 8:10 | 9:20 | 10:30 |
| Blanding & Morse | E | 5:18 | 6:28 | 7:38 | 8:48 | 9:58 | 11:08 | 12:18 | 1:28 | 2:38 | 3:48 | 4:58 | 6:08 | 7:18 | 8:28 | 9:38 | 10:48 |
| Blanding & Confederate | D | 5:28 | 6:38 | 7:48 | 8:58 | 10:08 | 11:18 | 12:28 | 1:38 | 2:48 | 3:58 | 5:08 | 6:18 | 7:28 | 8:38 | 9:48 | 10:58 |
| FCCJ Kent Campus | C | 5:39 | 6:49 | 7:59 | 9:09 | 10:19 | 11:29 | 12:39 | 1:49 | 2:59 | 4:09 | 5:19 | 6:29 | 7:39 | 8:49 | 9:59 | 11:09 |
| King & Park | B | 5:47 | 6:57 | 8:07 | 9:17 | 10:27 | 11:37 | 12:47 | 1:57 | 3:07 | 4:17 | 5:27 | 6:37 | 7:47 | 8:57 | 10:07 | 11:17 |
| JRTC at LaVilla | A | 5:59 | 7:09 | 8:19 | 9:29 | 10:39 | 11:49 | 12:59 | 2:09 | 3:19 | 4:29 | 5:39 | 6:49 | 7:59 | 9:09 | 10:19 | 11:29 |

| SOUTHBOUND - SATURDAY | | HACIA EL SUR - SÁBADO | | | | | | | | | | | | | | | |
|-------------------------------------|----------|-----------------------|------|------|------|-------|-------|-------|------|------|------|------|------|------|------|-------|-------|
| Service Number / Número de servicio | | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 |
| JRTC at LaVilla | A | 5:00 | 6:10 | 7:20 | 8:30 | 9:40 | 10:50 | 12:00 | 1:10 | 2:20 | 3:30 | 4:40 | 5:50 | 7:00 | 8:10 | 9:20 | 10:30 |
| King & Park | B | 5:11 | 6:21 | 7:31 | 8:42 | 9:52 | 11:02 | 12:12 | 1:22 | 2:32 | 3:42 | 4:52 | 6:02 | 7:12 | 8:22 | 9:32 | 10:42 |
| FCCJ Kent Campus | C | 5:19 | 6:29 | 7:39 | 8:50 | 10:00 | 11:10 | 12:20 | 1:30 | 2:40 | 3:50 | 5:00 | 6:10 | 7:20 | 8:30 | 9:40 | 10:50 |
| Blanding & Confederate | D | 5:30 | 6:40 | 7:50 | 9:02 | 10:12 | 11:22 | 12:32 | 1:42 | 2:52 | 4:02 | 5:12 | 6:22 | 7:32 | 8:42 | 9:52 | 11:02 |
| Blanding & Morse | E | 5:40 | 6:50 | 8:00 | 9:12 | 10:22 | 11:32 | 12:42 | 1:52 | 3:02 | 4:12 | 5:22 | 6:32 | 7:42 | 8:52 | 10:02 | 11:12 |
| Orange Park Mall | F | 5:56 | 7:06 | 8:16 | 9:28 | 10:38 | 11:48 | 12:58 | 2:08 | 3:18 | 4:28 | 5:38 | 6:48 | 7:58 | 9:08 | 10:18 | 11:28 |

| NORTHBOUND - SATURDAY | | HACIA EL NORTE - SÁBADO | | | | | | | | | | | | | | | |
|-------------------------------------|----------|-------------------------|------|------|------|-------|-------|-------|------|------|------|------|------|------|------|-------|-------|
| Service Number / Número de servicio | | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 |
| Orange Park Mall | F | 5:00 | 6:10 | 7:20 | 8:30 | 9:40 | 10:50 | 12:00 | 1:10 | 2:20 | 3:30 | 4:40 | 5:50 | 7:00 | 8:10 | 9:20 | 10:30 |
| Blanding & Morse | E | 5:18 | 6:28 | 7:38 | 8:48 | 9:58 | 11:08 | 12:18 | 1:28 | 2:38 | 3:48 | 4:58 | 6:08 | 7:18 | 8:28 | 9:38 | 10:48 |
| Blanding & Confederate | D | 5:28 | 6:38 | 7:48 | 8:58 | 10:08 | 11:18 | 12:28 | 1:38 | 2:48 | 3:58 | 5:08 | 6:18 | 7:28 | 8:38 | 9:48 | 10:58 |
| FCCJ Kent Campus | C | 5:39 | 6:49 | 7:59 | 9:09 | 10:19 | 11:29 | 12:39 | 1:49 | 2:59 | 4:09 | 5:19 | 6:29 | 7:39 | 8:49 | 9:59 | 11:09 |
| King & Park | B | 5:47 | 6:57 | 8:07 | 9:17 | 10:27 | 11:37 | 12:47 | 1:57 | 3:07 | 4:17 | 5:27 | 6:37 | 7:47 | 8:57 | 10:07 | 11:17 |
| JRTC at LaVilla | A | 5:59 | 7:09 | 8:19 | 9:29 | 10:39 | 11:49 | 12:59 | 2:09 | 3:19 | 4:29 | 5:39 | 6:49 | 7:59 | 9:09 | 10:19 | 11:29 |

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| SOUTHBOUND - SUNDAY | | HACIA EL SUR - DOMINGO | | | | | | | | | | | | | | | |
|-------------------------------------|----------|------------------------|------|------|------|-------|-------|-------|------|------|------|------|------|------|------|-------|-------|
| Service Number / Número de servicio | | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 |
| JRTC at LaVilla | A | 4:55 | 6:05 | 7:15 | 8:25 | 9:35 | 10:45 | 11:55 | 1:05 | 2:15 | 3:25 | 4:35 | 5:45 | 6:55 | 8:05 | 9:15 | 10:25 |
| King & Park | B | 5:06 | 6:16 | 7:26 | 8:37 | 9:47 | 10:57 | 12:07 | 1:17 | 2:27 | 3:37 | 4:47 | 5:57 | 7:07 | 8:17 | 9:27 | 10:37 |
| FCCJ Kent Campus | C | 5:14 | 6:24 | 7:34 | 8:45 | 9:55 | 11:05 | 12:15 | 1:25 | 2:35 | 3:45 | 4:55 | 6:05 | 7:15 | 8:25 | 9:35 | 10:45 |
| Blanding & Confederate | D | 5:25 | 6:35 | 7:45 | 8:57 | 10:07 | 11:17 | 12:27 | 1:37 | 2:47 | 3:57 | 5:07 | 6:17 | 7:27 | 8:37 | 9:47 | 10:57 |
| Blanding & Morse | E | 5:35 | 6:45 | 7:55 | 9:07 | 10:17 | 11:27 | 12:37 | 1:47 | 2:57 | 4:07 | 5:17 | 6:27 | 7:37 | 8:47 | 9:57 | 11:07 |
| Orange Park Mall | F | 5:51 | 7:01 | 8:11 | 9:23 | 10:33 | 11:43 | 12:53 | 2:03 | 3:13 | 4:23 | 5:33 | 6:43 | 7:53 | 9:03 | 10:13 | 11:23 |

| NORTHBOUND - SUNDAY | | HACIA EL NORTE - DOMINGO | | | | | | | | | | | | | | | |
|-------------------------------------|----------|--------------------------|------|------|------|-------|-------|-------|------|------|------|------|------|------|------|-------|-------|
| Service Number / Número de servicio | | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 | 31 |
| Orange Park Mall | F | 5:00 | 6:10 | 7:20 | 8:30 | 9:40 | 10:50 | 12:00 | 1:10 | 2:20 | 3:30 | 4:40 | 5:50 | 7:00 | 8:10 | 9:20 | 10:30 |
| Blanding & Morse | E | 5:17 | 6:27 | 7:37 | 8:48 | 9:58 | 11:08 | 12:18 | 1:28 | 2:38 | 3:48 | 4:58 | 6:08 | 7:18 | 8:28 | 9:38 | 10:48 |
| Blanding & Confederate | D | 5:27 | 6:37 | 7:47 | 8:58 | 10:08 | 11:18 | 12:28 | 1:38 | 2:48 | 3:58 | 5:08 | 6:18 | 7:28 | 8:38 | 9:48 | 10:58 |
| FCCJ Kent Campus | C | 5:38 | 6:48 | 7:58 | 9:09 | 10:19 | 11:29 | 12:39 | 1:49 | 2:59 | 4:09 | 5:19 | 6:29 | 7:39 | 8:49 | 9:59 | 11:09 |
| King & Park | B | 5:46 | 6:56 | 8:06 | 9:17 | 10:27 | 11:37 | 12:47 | 1:57 | 3:07 | 4:17 | 5:27 | 6:37 | 7:47 | 8:57 | 10:07 | 11:17 |
| JRTC at LaVilla | A | 5:58 | 7:08 | 8:18 | 9:29 | 10:39 | 11:49 | 12:59 | 2:09 | 3:19 | 4:29 | 5:39 | 6:49 | 7:59 | 9:09 | 10:19 | 11:29 |

Exhibit A to RFA 2022-301 Housing Credit Financing for Affordable Housing Developments Located in Duval County

**Section 5
Proximity, Mandatory Distance, and RECAP**

e. Proximity

(1) PHA or RD 515 Proximity Point Boost

(a) Does the proposed Development qualify for the PHA Proximity Point Boost?

No

If "Yes", provide the required letter as **Attachment 5**.

(b) Does the proposed Development qualify for the RD 515 Proximity Point Boost?

No

If "Yes", provide the required letter as **Attachment 12**.

(2) Transit Services

Applicants may select Private Transportation or provide the location information and distance for one of the remaining four Transit Services on which to base the Application's Transit Score.

(a) If the proposed Development will serve the Elderly (ALF or Non-ALF) Demographic Commitment, does the Applicant commit to provide Private Transportation?

<select one>

(b) Other Transit Services

| Service | Latitude Coordinates | Longitude Coordinates | Distance* |
|--------------------------------|----------------------|-----------------------|-----------|
| Public Bus Stop 1 | 30.271963 | -81.747607 | 0.16 |
| Public Bus Stop 2 | 30.269811 | -81.736421 | 0.53 |
| Public Bus Stop 3 | 30.271635 | -81.734855 | 0.61 |
| Public Bus Transfer Stop | | | |
| Public Bust Rapid Transit Stop | | | |