

## OFFICE LEASE AGREEMENT

This lease is made on May 9, 2018 effective as of the 1st day of July 2019, by and between First Federal Bank of Florida whose address is P O Box 2029, Lake City, FL 32056-2029 (hereinafter "Lessor"), and Third Judicial Circuit of Florida whose address is 173 NE Hernando Ave Lake City, FL (hereinafter "Lessee").

**Description of Leased Premises.** Lessor agrees to lease to Lessee and Lessee agrees to hire from Lessor, the space as presently constituted, known as Suite A & B of the First Federal Bank of Florida Bank branch building located in 4424 American Lane, Lake City FL 32055, (referred to below as the "Premises").

**Term.** The Premises is leased for a term of 5 years, beginning on July 1, 2019 and ending on June 30, 2024, or on an earlier time and date as this lease may terminate as provided below, except that, if the date falls on a Sunday or a holiday, then this lease shall end on the business day which precedes the above-mentioned date.

**Rent.** The base annual rent due under this Agreement is \$58,710.00, which is payable in equal monthly installments of \$4,892.50, in advance, on the fifth day of each calendar month during the term. In addition, if any payment is paid late; (After the fifth day of the month means late) a late fee of 5% of the total amount due (Base rent plus any other amount due) shall also be due and payable to Lessor in the same manner as rent. Base rent will increase by 3% annually, starting year two.

Lessor understands that the Court's obligation to pay under this Agreement is contingent upon the availability of funds lawfully appropriated to fulfill the requirements of this Agreement. In the event that sufficient budgeted funds are not available, the Court shall give 60 days notification of such occurrence and the Agreement shall be suspended until funds are secured.

**Use and Occupancy.** Lessee agrees to use and occupy the Premises as office space only and for no other purpose. Lessor represents that the Premises may lawfully be used for the stated purpose of operating an Administration business. Lessee will allow Lessor to occupy the conference room in Suite B with prior reservations approved. Lessor will allow Lessee to occupy the training room in Suite D (upstairs) with prior reservation approved.

**Place for Payment of Rent.** Payment must be delivered to 4705 West US Hwy 90 Lake City, FL 32055 to the attention of Stacey Gamble Operations Department.

**Alterations or Improvements.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions or improvements in, to or about the Premises.

**Care and Repair of Premises.** Lessee shall not commit any act of waste and shall take good care of the Premises and the fixtures and appurtenances on it, and shall, in the use and occupancy of the Premises, conform to all laws, orders, and regulations of the federal, state, and municipal governments or any of their departments. Lessee shall make all necessary repairs to the Premises, except where the repair has been made necessary by misuse by or damager from Lessor or Lessor's agents, servants, visitors or licensees. All improvements made by Lessee to the Premises which are attached to the Premises so that they cannot be removed without material injury to the Premises, shall become the property of Lessor upon installation.

Not later than the last day of the term Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which are not the property of Lessor, including trade fixtures, cabinet work, movable paneling, partitions and the like; repair all injury done by or in connection with the installation or removal of the property and improvements; and surrender the Premises in as good condition as they were at the beginning of the term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Lessee or Lessee's agents, servants, visitors or licensees, excepted. All property of Lessee remaining on the Premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for the cost of the removal. Lessor may have any property left on the Premises stored at Lessee's risk and expense.

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**Accumulation of Waste or Refuse Matter.** Lessee shall not permit the accumulation of waste or refuse matter on the leased Premises or anywhere in or near the Premises.

**Abandonment.** Lessee shall not, without first obtaining the written consent of the Lessor, abandon the Premises, or allow the Premises to become vacant or deserted.

**Utilities.** All utilities are included in the base rent of Lessee. Lessee acknowledges that the Premises are designed to provide standard office-use electrical facilities and standard office lighting. Lessee shall not use any equipment or devices that utilize excessive electrical energy or which may, in Lessor's reasonable opinion, overload the wiring or interfere with electrical services to other Lessees.

**Real Estate/Property Taxes.** All Real Estate Taxes are included in the base rent of Lessee.

**Maintenance and Repairs.** Lessee has accepted the building in "As Is" condition and Lessor agrees to take care of all major repairs with the AC units, plumbing and electrical.

**Insurance.** Lessor shall pay the cost of fire and extended coverage insurance on the Premises in such amounts as Lessor shall deem appropriate. Lessee shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Premises. Further, both Lessee and Lessor shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Premises with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Lessor, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof, Lessor shall be listed as an additional insured on Lessee's policy or policies of comprehensive general liability insurance, and Lessee shall provide Lessor with current Certificates of Insurance evidencing Lessee's compliance with this Paragraph. Lessee shall obtain the agreement of Lessee's insurers to notify Lessor that a policy is due to expire at least (10) days prior to such expiration. Lessor shall not be required to maintain insurance against thefts within the Premises or the Building except as it pertains to Lessor's business.

**Assignment of Sublease.** Lessee shall not, without first obtaining the written consent of the Lessor, assign, mortgage, pledge, or encumber this lease, in whole or in part, or sublet the Premises or any part of the Premises, which consent shall not be unreasonably withheld. This covenant shall be binding upon the legal representatives of Lessee, and upon every person to whom Lessee's interest under this lease passes by operation of law, but shall not apply to an assignment or subletting to the parent or subsidiary of a corporate Lessee or to a transfer of the leasehold interest occasioned by a consolidation or merger involving Lessee.

**Compliance with Rules and Regulations.** Lessee shall observe and comply with any reasonable rules and regulations as Lessor may prescribe, on written notice to the Lessee, for the safety, care, and cleanliness of the Premises and the comfort, quiet, and convenience of other occupants of the Premises.

**Cleaning Services.** Lessee agrees to furnish, at Lessee's cost, customary cleaning services for the leased Premises. Lessor will continue to be responsible for the cleaning of the first floor restrooms and entry ways.

**Damages to Structure.** In the event the Premises are damaged by any peril covered by standard policies of fire and extended coverage insurance, the damage shall, except as hereinafter provided, promptly be repaired by Lessor, at Lessor's expense but, that in no event shall Lessor be required to repair or replace Lessee's stock-in-trade, trade fixtures, furniture, furnishings, equipment or personal property, which shall be the obligation of Lessee to replace to at least equal condition immediately prior to such damage. In the event (a) the Premises are damaged to the extent Lessor determines its not economically feasible to repair such damage; or (b) any damage to the Premises occurs during the last 90 days of the term of this Lease, Lessor may elect either to repair or rebuild the Premises or to terminate this Lease upon giving notice of such election in writing to Lessee within ninety (90) days after the event causing the damage. If the casualty, repairing, or rebuilding shall render the Premises untenable, in whole or in part, a proportionate abatement of the Rent shall be allowed until the date Lessor completes the repairs or rebuilding.

**Waivers of Subrogation.** Notwithstanding any other the provisions of this lease, in any event of loss or damage to

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the Premises, the Premises and/or any contents, each party shall look first to any insurance in its favor before making any claim against the other party; and, to the extent possible without additional cost, each party shall obtain, for each policy of insurance, provisions permitting waiver of any claim against the other party for loss or damage within the scope of the insurance, and each party, to the extent permitted, for itself and its insurers waives all insured claims against the other party.

**Eminent Domain.** In the event the Premises or any part thereof shall be taken or condemned either permanently or temporarily for any public or quasi-public use or purpose by any authority by appropriate proceedings or by any right of eminent domain, the entire compensation award thereof, including, but not limited to, all damages as compensation for diminution in value of the leasehold, reversion and fee, shall belong to Lessor, without any deduction there from for any present or future estate of Lessee, and Lessee hereby assigns to Lessor all its right, title, and interest to any such award. Lessee shall have the right to recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded to Lessee.

In the event of a taking under the power of eminent domain, either Lessor or Lessee shall have the right to terminate this Lease by notice in writing given within ninety (90) days after the condemning authority takes possession, in which event all rents and other charges shall be prorated as of the date of such termination.

**Lessor's Remedies on Default.** If Lessee defaults in the payment of Rent or other charges and such payment is not made within five (5) days after its due date, or in the performance of any other of Lessee's obligations hereunder and Lessee fails to remedy such default within fifteen (15) days after written notice from Lessor, or if a receiver of any property of Lessee on the Premises is appointed, or Lessee's interest in the Premises is levied upon by legal process, or Lessee be adjudged bankrupt and Lessee fails within thirty (30) days to cause the vacation of such appointment, levy or adjudication, or if Lessee files a voluntary petition in bankruptcy, disposes of all or substantially all of its assets in bulk, or makes an assignment for the benefit of its creditors, then and in any such instance, without further notice to Lessee, Lessor shall have the right to exercise any and all rights or remedies available to Lessor at law, in equity or otherwise, arising from such default, including but not limited to the right to terminate this Lease, or to enter upon the Premises without terminating this Lease and relet the Premises in Lessor's name for the account of Lessee for the remainder of the term at the highest rent then obtainable and immediately recover from Lessee any deficiency for the balance of the term, plus expenses of reletting (including but not limited to attorneys' fees, brokerage commissions, and any costs of renovating or retrofitting the Premises), or any time after such default and the lapse of any applicable notice period, to make such payments in default or perform such act in default for the account and at the expense of Lessee, and all sums so paid by Lessor, including reasonable attorneys' fees, and all other sums payable by Lessee to Lessor hereunder shall accrue interest at the lesser of eighteen percent (18%) per annum, or the highest rate permitted by applicable usury laws in the State of Florida, which shall constitute additional rent under this Lease payable upon demand.

If Lessee shall issue a check to Lessor which is dishonored by Lessee's depository bank and returned unpaid for any reason, including without limitation, due to insufficient funds in Lessee's checking account, Lessee shall pay to Lessor in addition to any other rights or remedies available to Lessor at law, the sum of Seventy-Five Dollars (\$75.00) for Lessor's administrative expense in connection therewith.

Lessee agrees to pay to Lessor upon demand, as additional rent, a sum equal to all costs and expenses (including attorney fees, professional fees, costs of investigation and disbursements) incurred by Lessor in enforcing any or all of its rights hereunder, specifically including the cost of collecting sums due, whether or not an action or proceeding is commenced, or levying and collecting on any judgment or arbitration award in Lessor's favor.

All rights and remedies of Lessor herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

Lessee waives all right of redemption to which Lessee or any person claiming under Lessee might be entitled by any law now or later in force. Lessor's remedies under this agreement are in addition to any remedy allowed by law.

**No Waiver.** The failure of either party to insist on strict performance of any covenant or condition of this agreement, or to exercise any option contained in this agreement, shall not be construed as a waiver of the covenant, condition, or option in any other instance. This lease cannot be changed or terminated orally.

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**Mortgage Subordination.** Upon written request or notice by Lessor, Lessee agrees to subordinate this Lease, and Lessee's rights hereunder to any lien placed by Lessor upon the Premises and all renewals, replacements, and extensions thereof. Lessee agrees that, upon the request of Lessor, it shall execute and deliver such instruments (including but not limited to a Memorandum of Lease and/or a Subordination, Non-Disturbance and Attornment Agreement in recordable form) that may be required for such purposes.

**Lessor's Right To Cure Lessee's Breach.** If Lessee breaches any covenant or condition of this lease, Lessor may, on reasonable notice to Lessee (except that no notice need be given in case of emergency), cure the breach at the expense of Lessee. The reasonable amount of all expenses, including attorneys' fees, incurred by Lessor in curing the breach, whether paid by Lessor or not, shall be deemed additional rent payable on demand.

**Mechanics' Lien.** Lessee shall within 30 days after notice from Lessor discharge any mechanics' liens for materials or labor claimed to have been furnished to the Premises on Lessee's behalf.

**Right to Inspection, Repair, and Maintenance.** Lessor may enter the Premises at any reasonable time, upon adequate notice to Lessee (except that no notice need be given in case of emergency) for the purpose of inspection or to make repairs, replacements, or additions in, to, on and about the Premises or the Premises, as Lessor deems necessary or desirable. Lessee shall have no claim or cause of action against Lessor by reason of entry for these purposes except as provided in this agreement.

**Interruption of Services or Use.** Interruption or curtailment of any service maintained in the Premises, if caused by strikes, mechanical difficulties, or any causes beyond Lessor's control whether similar or dissimilar to those enumerated, shall not entitle Lessee to any claim against Lessor or to any abatement in rent, and shall not constitute constructive or partial eviction, unless Lessor fails to take such measures as may be reasonable in the circumstances to restore the service without undue delay. If the Premises are rendered untenantable in whole or in part, for a period of 30 business days, due to repairs, replacements, or additions, other than those made with Lessee's consent or caused by misuse or neglect by Lessee or Lessee's agents, servants, visitors, or licensees, there shall be a proportionate abatement of rent during the period of untenantability.

**Accord and Satisfaction.** No payment by Lessee, or anyone occupying the Premises by, through or under Lessee, or receipt by Lessor of a lesser amount than the rents stated herein shall be deemed to be other than on behalf of Lessee and on account of the next due rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided for in this Lease or available at law or in equity.

**No Partnership.** Nothing contained in this Lease shall be deemed or construed by the parties hereto nor by any third party as creating a relationship of principal and agent, or of partnership, or of joint venture between the parties hereto, it being understood and agreed that no provision contained in this Lease, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than Lessor and Lessee.

**Lease Inures to the Benefit of Assignees.** This Lease and all of the covenants, provisions, and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns respectively, of the parties hereto, provided, however, that no assignment by, from, through, or under Lessee in violation of the provisions hereof shall vest in the assigns any right, title, or interest whatever.

**Entire Agreement.** The Recitals contained herein and Exhibits attached hereto constitute an integral part of this Lease and should be incorporated by reference. This Lease sets forth the entire agreement between Lessor and Lessee, and all prior promises and agreements, oral or written, between them are merged into this Lease. No amendment to this Lease shall be binding upon Lessor or Lessee unless in writing.

**Abandonment, Surrender and Holding Over.** Lessee shall deliver up and surrender to Lessor possession of the Premises upon the expiration of the Lease Term, or its prior termination for any reason, in as good condition and repair as the same shall be at the commencement of said term (damage by fire and other perils covered by standard fire and extended coverage insurance and ordinary wear and decay only excepted). Lessor shall have the right, but

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not the obligation, to cause such repairs or maintenance. If Lessee remains in possession of the Premises after any termination of this Lease, no tenancy or interest in the Premises shall result, but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction, and Lessee shall upon demand pay to Lessor, as liquidated damages, a sum equal to two hundred percent (200%) of the Rent payable during the calendar month immediately preceding the expiration or earlier termination of this Lease for any period during which Lessee shall hold the Premises after the stipulated term of this Lease shall expire or may have terminated. If Lessee vacates the Premises prior to the scheduled expiration of the Lease Term, Lessee shall be in default of this Lease, and if Lessee has not re-entered the Premises and resumed the operation of the business for a period of thirty (30) consecutive days, Lessee shall be deemed to have abandoned the Premises, and Lessor shall have the right, but not the obligation, to take sole possession of the Premises on or after the tenth (10th) day following the expiration of said thirty (30) day period.

**No Option.** The submission of this Lease by Lessor for review by Lessee does not constitute a reservation of or option for the Premises, and shall vest no right in Lessee. This Lease becomes effective as a Lease only upon execution and delivery thereof by the parties hereto.

**Severability.** In the event that any provision or section of this Lease is rendered invalid by the decision of any court or by the enactment of any law, ordinance or regulation, such provision of this Lease shall be deemed to have never been included therein, and the balance of this Lease shall continue in effect in accordance with its terms.

**Counterparts.** This Lease may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one document.

**Force Majeure.** The period of time during which Lessor is prevented or delayed in the performance of the making of any improvements or repairs or fulfilling any obligation required under this Lease due to delays caused by fire, catastrophe, strikes or labor trouble, civil commotion, acts of God, governmental prohibitions or regulation, inability or difficulty to obtain materials or other causes beyond Lessor's control, shall be added to Lessor's time for performance thereof, and Lessor shall have no liability by reason of such delays.

**Remedies Cumulative.** Exercise of any of the remedies of Lessor under this Lease shall not prevent the concurrent or subsequent exercise of any other remedy provided for in this Lease or otherwise available to Lessor at law or in equity.

**Joint and Several Liability.** In the event Lessee shall be comprised of more than one individual and/or business entity, each such individual or business entity comprising Lessee shall be jointly and severally liable for each and every obligation of Lessee under the terms of this Lease.

**Certain Words, Gender, and Headings.** As used in this Lease, the words "person" shall mean and include, where appropriate, an individual, corporation, partnership or other entity; the plural shall be substituted for the singular and the singular for the plural, where appropriate; and words of any gender shall include any other gender. The topical headings of the several paragraphs of this Lease are inserted only as a matter of convenience and reference, and do not affect, define, limit or describe the scope or intent of this Lease.

**Choice of Law.** The parties hereto agree that neither of them shall commence any action whatsoever, at law or in equity, for any matter or assert any claims relating to or arising from this Lease or the relationship of the parties, in any court other than those located in the County of Suwannee, State of Florida. The parties hereto hereby consent to the jurisdiction of the state courts located in the County of Suwannee, State of Florida, for the litigation of any claims that exist or arise between them now or in the future. The parties hereby stipulate that venue, as well as jurisdiction, is proper only in the County of Suwannee, State of Florida.

**Memorandum of Lease.** If Lessor so chooses, the parties shall execute, in recordable form, a memorandum of this Lease to be filed by Lessor in the county in which the Premises is located. Lessee agrees to execute said memorandum within five (5) days of receipt of the same from landlord.

**No Construction Against Drafter.** This Lease has been prepared and reviewed by the parties and their professional

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advisors. The parties and their separate advisors believe that this Lease is the product of their joint efforts, that it expresses their agreement and that it should not be interpreted in favor of either Lessor or Lessee or against either Lessor or Lessee merely because of their efforts in the preparation.

LESSEE

Third Judicial Circuit Court Administration

Signature: Brenda Lanier

LESSOR

First Federal Bank of Florida

By: Nancy Smith

Title: SVP

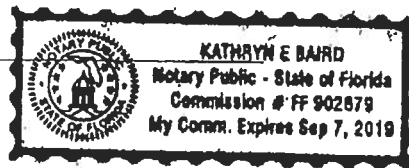
STATE OF FLORIDA  
COUNTY OF Columbia

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of JUNE, 2018, by  
Brenda Lanier and Stacy Gamble

Personally Known ☒ OR Produced Identification ☐  
Type of Identification Produced \_\_\_\_\_

Kathryn E Baird

(Signature of Notary Public-State of Florida)



(Name of Notary Typed, Printed, or Stamped)

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