

LEASE AGREEMENT BETWEEN ALACHUA COUNTY AND VERITAS INVESTMENTS, LLC.

THIS LEASE made as of October 1, 2019, by and between VERITAS INVESTMENTS, LLC, a Florida limited liability Company, who mailing address is 2626 NW 7th Road, Gainesville, FL 32607 ("Landlord") and ALACHUA COUNTY, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, whose mailing address is Alachua County Facilities Management, 12 SE 1st Street, Gainesville, FL 32601, ("Tenant").

1. TERMS. The words "Landlord" and "Tenant" as hereinafter used shall mean the Landlord or Tenant hereinabove mentioned and also, when not limited by the context, shall mean their respective successors and assigns. Business day(s) shall mean Monday through Friday excluding any holidays therein.

2. PREMISES. Landlord leases to Tenant the land and office building ("Building") located at 4340 Newberry Road, Suite 203, Newberry, FL 32607, consisting of approximately 3,333 square feet, a/k/a Alachua County Tax Parcel 06544-202-203 (the "Premises"). A copy of the legal description for the property is attached as Exhibit "A" (the "Property"). The Premises is a portion of the Building and references herein made to the Building shall include the Premises. Additionally, references herein made to the Property shall include the Building.

3. TERM. The term of this Lease shall be for sixty (60) months, commencing on October 1, 2019 ("Lease Commencement Date") and expiring at 11:59 p.m. on September 30, 2024, unless sooner terminated as provided herein. As used in this Lease, the term "Term" shall include any extension and renewals thereof. Tenant will have access to the Premises upon the execution of this Lease

4. RENT.

(a) The Tenant agrees that it will pay Landlord, as base rent for the Premises, as follows (see table):

Lease term	Yearly payment	Monthly payment
October 1, 2019- September 30, 2020	49,962.72	4,163.56
October 1, 2020- September 30, 2021	\$52,494.72	\$4,374.56
October 1, 2021- September 30, 2022	\$55,084.44	\$4,590.37
October 1, 2022- September 30, 2023	\$57,827.52	\$4,818.96
October 1, 2023- September 30, 2024	\$60,727.20	\$5,060.60

Tenant's Rent installments shall be made payable to Landlord and delivered electronically to BBVA, or at such other place as the Landlord shall designate in writing. Notwithstanding the Lease Commencement Date, the Rent Commencement Date shall be October 1, 2019.

The total amount due on or before October 1, 2019 is \$11,305.94 (Eleven thousand three hundred five and 94/100 dollars) which includes the first month's rent, security deposit and last month's rent (see section 4c and 5). The landlord agrees to apply \$3,769.36 received from previous tenant. Leaving \$7,536.58 payable on October 1, 2019.

(b) Tenant will pay Rent on the first day of each month during the Term. Tenant's payment of Rent is an independent covenant under this Agreement, and Tenant shall pay same without setoff or

deduction. A late fee of five percent (5%) of the payment due will be payable by Tenant on all payments received later than ten (10) business days after the payment is due. A late fee will be assessed only once for any late installment of Rent. Any late fee charged shall be included in and collected as Rent.

Should the Tenant choose to exercise the option of assigning the lease to a third party Medical Clinic (not ALACHUA COUNTY) see appendix A for payment penalties.

(c) Tenant, concurrently with the execution of this Lease, shall pay to Landlord in advance the last month's rent in the amount of Five thousand sixty and 60/100 Dollars (\$5,060.60) for the month of September, 2024, and a security deposit of Four Thousand One Hundred Sixty-Three and 56/100 Dollars (\$4,163.56) as set forth in Paragraph 5 below.

5. SECURITY DEPOSIT. Tenant, concurrently with the execution of this Lease, shall deposit with Landlord the sum of Four Thousand One Hundred Sixty-Three and 56/100 Dollars (\$4,163.56) as security for the rental payment by Tenant and for the faithful performance by Tenant of the terms, conditions, and covenants of this Lease. Upon commencement of the Lease, the security deposit shall be transferred to Landlord. Landlord, at Landlord's option, may at any time apply said sum or any part thereof toward the payment of rents and all other sums payable by Tenant under this Lease and toward the performance of each and every of Tenant's covenants under this Lease, but such covenants and Tenant's liability under this Lease shall thereby be discharged only pro tanto. Tenant shall remain liable for any amounts that such sums shall be insufficient to pay. Landlord may exhaust any and all rights and remedies against Tenant before resorting to said sum, but nothing herein contained shall require or be deemed to require Landlord to do so. In the event Tenant's deposit shall not be utilized for any of the above purposes, then Landlord will return the deposit to Tenant within thirty (30) business days after the termination or expiration of the Lease. Landlord shall not pay Tenant any interest on said security deposit, and Landlord may commingle Tenant's security deposit with Landlord's other funds. Landlord may retain for Landlord's benefit any interest earned on the security deposit. Tenant shall replace any and all of the security deposit at any time under this Lease Term after five (5) business days written notice from Landlord that there has been an application of these funds by Landlord. If Tenant fails to perform to replace such security deposit in full, such failure shall constitute a default under this Lease.

6. PARKING AREA AND OTHER FACILITIES. Tenant will comply and cause its employees and agents to comply with all reasonable rules and regulations from time to time adopted by Landlord or condominium association in connection with the use of the parking area and other facilities located on the Property, none of which shall be inconsistent with any provisions of this Lease, including but not limited to all terms, conditions, provisions, and restrictions set out in the Declaration of Condominium for 43rd Street Medical Building, the plat, and restrictions, rules, and regulations as now exist or may be adopted, modified, amended, or repealed by the governing association during the Lease Term. If Tenant shall fail, within five (5) business days after receipt of written notice of any violation by Tenant or its employees or agents of any such rules or regulations, to cure such violation, such failure shall constitute a default under this Lease.

7. USE OF PREMISES; HAZARDOUS TRADE, OCCUPATION, MATERIALS

(a) Tenant shall use the Premises for medical offices. Under no circumstances shall Tenant use the Property for any other purpose without written consent of Landlord. Tenant shall not conduct, nor permit any activity or use which violates any law, regulation or requirement of any governmental authority now in force or which may hereafter be in force, or which will in Landlord's opinion materially

damage the image or reputation of the Property.

(b) Tenant shall not permit the Building or any part thereof to be used in any manner that will impair the foundation or the foundation's structural strength.

(c) In the conduct of its business in or about the Property, Tenant shall observe and promptly comply with all laws, ordinances, and regulations of public authorities now or hereafter enacted, promulgated or adopted, with respect to the use or occupancy of the Premises by Tenant, including (without limitation) obtaining all necessary occupational licenses and permits required of Tenant by law to conduct Tenant's business.

(d) Tenant agrees that no hazardous trade or occupation shall be conducted or maintained by Tenant on the Property and nothing will be done or permitted or nothing will be kept on or about the Property which shall increase the risk of hazard of fire or other damage to the Property. Tenant further covenants not to conduct any business which is contrary to or in violation of the laws of the United States of America or of the state of Florida or of the local laws and ordinances of the jurisdiction in which the Premises are located. Notwithstanding the provisions of this paragraph or any other paragraph of this Lease, Tenant shall not keep, maintain or place upon the Property any hazardous substance in an amount exceeding standard safe practices for Tenant's industry or exceeding any Federal, State, or local law, rule, regulation, statute or ordinance. As used in this Lease, the term "hazardous substance" shall mean those substances designated as, or containing components designated as, hazardous, dangerous, toxic or harmful, or subject to regulation under any Federal, State or local law, rule, regulation, statute, or ordinance.

8. COMMON AREAS; MAINTENANCE CHARGES.

(a) The term "Common Area" shall mean all exterior areas, equipment, signs, and facilities provided from time to time by Landlord or Owner's Association for the common use and benefit of the occupants of the Building and their respective agents, servants, employees, customers and invitees, including (without limitation) the following: parking areas, access roads, driveways, curbs, medians, utilities, lights, pylon signs, irrigation, landscaped areas, ramps, sidewalks, drainage and stormwater maintenance and retention areas, sanitary sewer lines and drainfields, mansards and fascias, bollards and fences, lift stations and water wells, and other similar facilities and areas. The term "Common Area Maintenance Charges" shall mean the total cost and expense incurred in connection with the administration, operation, maintenance, and repair of the Common Areas and shall include, without limitation, gardening and landscaping, irrigation, repairs, stripe painting, bumpering, paving and resurfacing, lighting, sanitary control, trash removal, equipment rental and maintenance, painting, roof repairs, cost of management personnel and fees, and other similar costs and expenses.

(b) All Common Area Maintenance Charges shall be paid by Landlord.

9. ALTERATIONS, CHANGES, IMPROVEMENTS. In addition to the requirements set out in Paragraph 18 below, no alterations, changes, or improvements shall be made by Tenant to the Premises without the prior written consent of Landlord (which consent shall not be unreasonably withheld). Any alterations, changes, or improvements made to the Property shall remain for the benefit of and become the property of Landlord unless Landlord elects to have Tenant remove the same at the end of the Term. If Landlord elects removal, Tenant shall bear the full cost for the removal of such alterations, changes, or improvements and the restoration of the Premises to its condition prior to such being made. All

alterations, changes, or improvements shall be prepared or performed by licensed, bonded, and fully insured professionals in full compliance with all applicable governmental rules or regulations and in a professional workmanlike manner. When completed, all work must be free and clear of all claims for lien for unpaid labor, services, or materials. As used in this Paragraph, the erection or installation of any signage on the Premises or Property shall be considered an alteration.

10. DEFECTS, DEFECTIVE CONDITION, WIND, ACTS OF THIRD PERSONS. Except in the event of Landlord's negligence with knowledge, Tenant releases and holds the Landlord harmless from any costs, claims, or damages arising out of any damage or injury to Tenant or Tenant's property: (a) occasioned by any defect of plumbing, heating, air cooling, air conditioning and ducts, electric wiring or insulation thereof, gas pipes, or steam pipes; (b) from broken steps; (c) from the backing up of any sewer pipe; (d) from the bursting, leaking, or running of any tank, tub, wash stand, water closet, water pipe, or waste pipe, drain, or any other pipe or tank in, on or about the Premises; or (e) from leaks of any nature coming through the roof, floor, stairs, walks, or any other place on or near the Premises. Tenant acknowledges Tenant is responsible for all costs of repairs and maintenance (except as otherwise expressly provided herein), and therefore Landlord shall not be expected to have knowledge of physical conditions of the Premises as Landlord would if Landlord were responsible for the maintenance of the Premises.

11. CASUALTY DAMAGE, REPAIRS, ABATEMENT OF RENT.

(a) In the event of a partial damaging or destruction of the Premises, Tenant shall continue to utilize the Premises to the extent practicable.

(b) Either Party hereto shall have the right to terminate this Lease if, during the last six (6) months of the Term hereof, the Premises is damaged to an extent equal to three quarters of the then reconstruction cost of such Building as a whole based on bids received by Landlord; provided that, in such an event, such termination of this Lease shall be made by written notice to that effect to the other party delivered within thirty (30) days of the happening of such casualty causing the damage.

(c) If the Premises shall be damaged or destroyed by fire or by any other cause whatsoever beyond Tenant's control, Landlord shall, except as otherwise provided herein, immediately on receipt of insurance proceeds paid in connection with such casualty damage, proceed to repair or rebuild the same, in a similar plan and design as existed immediately before such damage or destruction occurred. Subject to such delays as may be attributable to governmental restrictions or failure to obtain materials or labor, or other causes, beyond the control of Landlord. Materials used in repair shall be nearly like original materials as may then be procured in regular channels of supply.

(d) In the event Tenant continues to conduct business during the making of repairs, the monthly rental will be equitably reduced in the proportion that the unusable part of the Premises bears to the whole thereof. No rental shall be payable while the Premises is wholly unoccupied pending the repair of casualty damage. Tenant shall, as soon as possible, replace or repair all fixtures in the Premises which may be damaged or destroyed by fire or any other cause whatsoever.

12. REPAIRS; MAINTENANCE, ETC.

(a) Except as otherwise expressly provided in this Lease, Landlord shall be responsible to make all repairs, maintenance, and replacements at Landlord's sole expense, whether to the Building and

mechanical systems thereof (including without limitation the HVAC system) or to any other improvements of the Property of any nature.

(b) On or before the Effective Date of this Lease, Landlord shall enter into, and provide Tenant proof of, a maintenance contract with for the Premises' HVAC system with an HVAC service company approved by Landlord. Landlord shall maintain said maintenance contract during the Term of this Lease (including any renewals).

13. UTILITIES. Tenant agrees to pay before delinquency all charges for water, gas, heat, electricity, power, telephone, janitorial services, pest control, waste collection (including dumpster fees if not included within the Common Area Maintenance Charges described in Paragraph 8 above), and other similar charges incurred by Tenant with respect to and during its occupancy of the Premises. Failure to pay said charges shall constitute a default hereunder.

14. TAXES. Should ALACHUA COUNTY choose to assign lease to a third party Medical Clinic see appendix A for requirements

15. INSURANCE.

(a) Property Insurance. Landlord shall insure loss or damage to the Property. Tenant shall have no right in or claim to the proceeds of any policy of insurance maintained by Landlord. Landlord shall not be obligated in any way or manner to insure any personal property (including, but not limited to, any furniture, equipment, machinery, goods or supplies) of Tenant upon or within the Leased Premises, any fixtures installed or paid for by Tenant upon or within the Leased Premises, or any improvements which Tenant may construct on the Leased Premises. Tenant at all times during the term of this Lease shall, at its own expense, keep in full force and effect insurance against fire and such other risks as are from time to time included in standard all-risk insurance (including coverage against vandalism and malicious mischief) for the full insurable value of Tenant's trade fixtures, equipment, furniture, supplies and all items of personal property of Tenant located on or within the Leased Premises. If an increase in any insurance premiums paid by Landlord for the Property is caused by Tenant's use of the Leased Premises, or if Tenant vacates the Leased Premises and causes an increase in such premiums, Tenant shall pay to Landlord within ten (10) days after receipt of Landlord's invoice therefor, the amount of such increase, which shall be additional rent hereunder.

(b) Hold Harmless. Landlord shall not be liable to Tenant or to Tenant's customers, employees, agents, guests or invitees, or to any other person whomsoever, for any injury to person or damage to property on or about the Leased Premises or the Common Area, including but not limited to, consequential damage, in whole or in part caused by or arising out of (1) any act or omission of Tenant, its employees, customers, subtenants, licensees and concessionaires or of any other person entering the Property or the Leased Premises by express or implied invitation of Tenant, or (2) the use of the Leased Premises or the Property by Tenant, its employees, customers, subtenants, licensees, concessionaires or invitees, or (3) any breach or default by Tenant in the performance of its obligations hereunder, or (4) the improvements located in the Leased Premises becoming out of repair or by defect in or failure of equipment, pipes, or wiring, or by broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Leased Premises or Property, or (5) the failure or cessation of any service provided by Landlord (including security service and devices, if any, but Landlord shall not be required to provide same), or (6) construction and installation of any alterations, physical additions or improvements in and to the Leased Premises by Tenant and Tenant's agents, contractors

and subcontractors, and Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from any liability, loss, expense or claim (including, but not limited to reasonable attorneys' and paralegals' fees) in whole or in part arising out of such damage or injury. Landlord shall not be liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of other tenants of the Property or of any other persons whomsoever, excepting only liability caused solely by duly authorized employees and agents of Landlord acting within the scope of their authority. Further obligations under this Subparagraph 7.4 shall survive the termination of this Lease.

(c) Tenant Improvements. Tenant shall at its expense carry those types of insurance hereof in connection with any alterations, physical additions or improvements in and to the Leased Premises made by Tenant.

(d) Liability Insurance. Tenant shall at its expense obtain and keep in force during the term of this Lease comprehensive general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and property damage,.

(e) Employee liability. If the nature of Tenant's operation is such as to place any or all of its employees under the coverage of workmen's compensation or similar statutes, Tenant shall also keep in force, at Tenant's expense, workmen's compensation or similar insurance affording statutory coverage and containing statutory limits.

(f) Indemnification: Within the limitations set forth in §768.28 Florida statutes and the Tenants Sovereign Immunity the Tenant shall and does hereby agree to indemnify, defend, and hold harmless Landlord against any and all liability, claims or actions (including attorneys' fees and costs) arising from any violation of paragraph 7(c) and in the event of any such violation shall bear all costs of cleanup and removal of any substance required by Landlord whether during the Term or after the expiration thereof.

(g) Workers' Compensation. Tenant agrees to keep in force all workers' compensation insurance required under the laws of the state of Florida.

(h) Should ALACHUA COUNTY choose to assign lease to a third party Medical Clinic see appendix A for requirements

16. ASSIGNMENT, SUBLET, TRANSFER, OR PLEDGE OF LEASEHOLD INTEREST.

(a) With the exception of the operation of the third party Medical Clinic, the Tenant shall not assign this Lease or any interest therein, or sublet the Premises or any part thereof, or license the use of all or any portion of the Premises or business conducted therein or thereon, or encumber or hypothecate this Lease, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary, any claim brought by Tenant against Landlord arising out of Landlord's failure or refusal to provide such consent shall be limited to an action in equity for specific performance.

(b) In the event of a merger of Tenant's entity (if any), the surviving entity shall be permitted to take assignment of this Lease. The surviving entity's failure to take assignment of this Lease shall not relieve Tenant or the surviving entity from liability under this Lease.

(c) Any assignment, subletting, licensing, encumbering, or hypothecating of this Lease without such prior written consent shall, at the option of Landlord, terminate this Lease. In the event consent to

assignment or sublease is granted, Tenant, and any guarantors under this Lease, shall remain fully liable for the performance of all the terms, conditions, and covenants of this Lease for the full Term and any extensions thereof. If Tenant is an entity, then any transfer (or series of transfers) totaling fifty percent (50%) or more of an ownership interest in Tenant shall be considered an assignment for the purposes of this Paragraph.

17. SURRENDER OF PREMISES. Tenant shall, at the termination or expiration of this Lease, vacate the Premises in as good condition as they are in at the time of entry thereon by Tenant, except for reasonable wear thereof. Upon vacating, Tenant shall leave the Premises free and clear of all trade fixtures, equipment, rubbish and debris, and Tenant will restore the Premises at Tenant's sole cost and expense to the pre-lease condition, reasonable wear and tear excepted. During the last six (6) months of the Term of this Lease or any extension thereof, Landlord shall have the right to display a reasonable "For Rent" sign on the property and may show all parts of the Premises to prospective tenants during Tenant's normal business hours, and agrees not to cause undue disruption to Tenant's business in doing so.

18. TENANT IMPROVEMENTS; GENERAL INDEMNIFICATION OF LANDLORD.

(a) If Tenant desires to make any modification or improvement to the Premises and said work requires issuance of any permit by any governmental authority (the "work", or "Tenant's work", as used in this Paragraph), Tenant shall serve a written notice on Landlord identifying Tenant's work at least fifteen (15) business days prior to allowing any such work to be commenced in or on the Premises. Along with the written notice, Tenant will provide certified copies of all plans and specifications for the work which Tenant has submitted, or will submit, to the governmental authority pursuant to the permit application process. Following receipt of said copies, Landlord shall have ten (10) business days to approve or disapprove such proposed work, which approval shall not be unreasonably denied. If Landlord disapproves of Tenant's proposed work, the work shall not be made to the Premises.

(b)- Should ALACHUA COUNTY choose to assign lease to a third party Medical Clinic see appendix A for requirements

19. LANDLORD'S RIGHT OF INSPECTION. Landlord shall have access to all of the Premises, during Tenant's regular business hours for the purpose of inspecting same, or other purposes under this Lease or provided by law. Landlord agrees not to cause undue disruption to Tenant's business while making such inspections.

20. EVENTS OF DEFAULT AND REMEDIES; PROPERTY REMOVAL; VENUE. All rights and remedies of Landlord herein enumerated in the event of a default shall be cumulative and nothing herein shall exclude any other right or remedy allowed hereunder, at law, or in equity.

(a) The occurrence of any of the following shall constitute a material default and breach of this Lease:

(i) The vacating or abandonment of the Premises by Tenant.

(ii) Tenant's failure to make the payment of Rent, or any other payment required to be made by Tenant hereunder, within ten (10) days after said payment is due.

(iii) Tenant's failure to observe and perform any other term, condition, or covenant of this Lease (including the Exhibits attached hereto) to be observed or performed by Tenant.

(b) Tenant shall not be in default in the performance of any obligation provided for herein (except for payments of Rent or any other payments), unless and until Tenant has failed to perform such obligation within fifteen (15) days after the date Landlord provides written notice to Tenant specifically stating Tenant's failure of performance.

(c) Landlord shall not be deemed to be in default in the performance of any obligation required to be performed hereunder by Landlord unless and until it actually has failed to perform such obligation. Provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

(d) In the event of a default by Tenant as outlined above, Landlord will have the following cumulative rights, privileges, and options, in addition to all other remedies now or hereafter provided by law:

(i) To perform any act or do anything required under this Lease to be performed by Tenant, and to recover the cost thereof from Tenant.

(ii) To accelerate the maturity of all Rent due and to become due during the remainder of the Term.

(iii) To terminate the Lease, re-enter, and relet the Premises for the account of Landlord. Landlord will be entitled to recover from Tenant all damages that result from Tenant's default.

(iv) To keep the Lease in force, re-enter, and relet the Premises for the account of Tenant for a period equal to, or greater or less than, the remainder of the Term, at such rental and on such terms and concessions as Landlord deems reasonable. Landlord will not be liable for failure to relet the Premises or, in the event of re-letting, for failure to collect the rent therefor.

(v) To keep the Lease in force, and to recover from Tenant the Rent and any other sum due from Tenant each month or less frequently at the election of Landlord, or to recover immediately the accelerated Rent due, or to recover the entire sum due at the expiration of the Term.

(vi) To recover from Tenant all expenses including reasonable costs and charges for repairs, improvements, alterations (including redecorating), or additions to the Premises, which amounts will become due when incurred and will become payable to Landlord on demand.

(vii) To recover reasonable attorneys' fees and costs in connection with any action or proceeding to enforce this Lease, whether or not the Lease has been terminated, or to secure any rights due Landlord under this Lease, whether or not any action was

instituted.

(e) Any property of Tenant not removed from the Property following surrender of the Property (whether by abandonment or the termination or expiration of the Term), and any and all property which may be removed from the Property by Landlord pursuant to the authority of this Lease or of law, and to which Tenant is or may be entitled, may be handled, removed, stored, discarded, or destroyed by Landlord (in Landlord's sole and absolute discretion) at the risk, cost, and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation, or safekeeping thereof. Tenant shall pay to Landlord, upon demand, all expenses incurred in connection with any removal and all storage charges for such property so long as the same shall be in Landlord's possession or under Landlord's control.

(f) Should any of these remedies, or any portion thereof, not be permitted by law, then such remedy or portion thereof shall be considered deleted and unenforceable, and the remaining remedies or portions thereof shall be and remain in full force and effect, and Landlord may avail itself of these as well as any other remedies or damages allowed by law. All rights, options and remedies of Landlord stated herein or elsewhere by law or in equity shall be deemed cumulative and not exclusive of one another.

(g) THE PARTIES AGREE THAT VENUE FOR ANY DISPUTE ARISING OUT OF THIS LEASE (WHETHER ACTIONS FOR POSSESSION, DAMAGES OR ANY OTHER RELIEF) WILL BE PROPERLY LAID IN ALACHUA COUNTY, FLORIDA, AND NO WHERE ELSE.

21. EFFECT OF BANKRUPTCY. If at any time during the Term of this Lease there shall be filed by or against Tenant in any court, pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant makes an assignment for the benefit of creditors, this Lease, at the option of Landlord exercised after ten (10) business days notice, may be cancelled and terminated. In such event neither Tenant nor any person claiming through or under Tenant by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the Premises, but shall forthwith surrender the Premises.

22. EMINENT DOMAIN.

(a) In the event thirty percent (30%) or more of the Premises shall be taken for a public or quasipublic use, this Lease shall terminate as of the date of the actual physical taking. (b) In the event of a partial taking of less than thirty percent (30%) of the Premises, Landlord shall, with reasonable diligence, proceed at its own expense to reconstruct or repair the Premises and place the same in a tenantable condition within one hundred and twenty (120) days after the date of the actual physical taking. In the event of such termination under Subsection (a) or (b) the parties shall be released from any and all further liability under this Lease, effective as of the date of actual physical taking.

(B) During any reconstruction or repairing, Tenant shall be required to pay only that proportion of the rentals herein reserved as the area of the Premises remaining in a tenantable condition bears to the entire area herein leased. On completion of such reconstruction or repairing, the rentals herein reserved shall be adjusted in the proportion that the reconstructed Premises bears to the original Premises, and thereafter Tenant shall be required to pay such adjusted rentals in accordance with the provisions of this Lease.

(c) If any portion of the Premises is taken which would have a substantial adverse effect on the

intended use of the Building, which could not be rectified by an addition to the Building in another area, Tenant shall have the right to terminate the Lease.

(d) Any award made in any such taking of the Premises or shall be the sole property of and be paid to Landlord. Tenant shall have the right to seek its own claim for damages with the taking authority.

23. WAIVER OF BREACH. No waiver by Landlord of any breach of this Lease by Tenant shall be construed to be a waiver of any preceding or succeeding breach of the same or any other provision, covenant, or condition. Landlord's acceptance of Rent shall not waive or affect any notice, demand, suit, or judgment, or otherwise waive, affect, change, modify, or alter Landlord's rights or remedies.

24. TIME OF THE ESSENCE. Time is of the essence for the performance of each and every term, covenant, and condition herein.

25. ATTORNEY'S FEES. If either party defaults hereunder and by reason thereof the other party employs the services of an attorney, then the defaulting party agrees to pay a reasonable attorney's fee and all expenses and costs incurred by the non-defaulting party pertaining thereto and in enforcement of any remedy available to the non-defaulting party, at the trial and appellate level or when resolution is reached without the necessity of litigation.

26. SUBORDINATION. At the time of execution of this Lease, if Landlord does not hold fee title or a leasehold interest to the property, Landlord's obligations under this Lease shall take full force and effect only upon the acquisition of that title or leasehold interest. This Lease is made subordinate to all covenants, restrictions, easements and encumbrances now or hereafter affecting the fee title of the property and to all ground and underlying leases and mortgages or any other method of financing or refinancing in any amounts, and all advances thereon, which may now or hereafter be placed against or affect any or all of the Premises or any of the improvements now or at any time hereafter constituting a part of the Building, and to all renewals, modifications, consolidations, participations, replacements and extensions thereof. The Term "mortgagees" as used herein shall include trust indentures and deeds of trust. This section shall be self-operative and no further instrument of subordination shall be necessary unless required by any ground or underlying Landlords or mortgagees. If Landlord or any ground or underlying Landlords or mortgagees want confirmation of the subordination, Tenant shall execute and deliver, without charge, any documents (in form acceptable to Landlord and those ground or underlying Landlords or mortgagees) subordinating this Lease and the Tenant's rights under it, within ten (10) business days following Landlord's written request. Any covenants, restrictions, easements or encumbrances that would affect Tenant's intended use of the Premises shall be communicated to Tenant as they become known to Landlord, in the normal course of business. Landlord agrees to secure from its lender a non-disturbance agreement. Landlord agrees to secure from its lender a nondisturbance agreement which provides that so long as Tenant is not in default, the Tenant's possession of the Premises and the Tenant's rights and privileges under the Lease Agreement or any renewal thereof shall not be diminished or interfered with by Landlord or anyone lawfully or equitably claiming by, through or under Landlord.

27. HEADINGS FOR CONVENIENCE ONLY. The headings used herein are for convenience and shall not be resorted to for purposes of interpretation or construction hereof.

28. PRONOUNS. Feminine or neuter pronouns shall be substituted for those of masculine form

or vice versa, and the plural shall be substituted for the singular number or vice versa in any place or places in which the context may require such substitution or substitutions.

29. WHOLE AGREEMENT; AMENDMENTS TO BE IN WRITING; SEVERABILITY. No prior or present agreements or representations (whether oral or written) shall be binding upon Landlord or Tenant unless included in this Lease. No modification to or change in this Lease shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it. If any provision of this Lease shall be declared invalid or unenforceable, the remainder of this Lease shall continue in full force and effect.

30. PARTIES BOUND. This Lease shall bind and shall inure to the benefit of the parties hereto and their legal representatives. The Term "legal representatives" is used in this Lease in its broadest possible meaning and includes, in addition to executors and administrators, every person, partnership, corporation, or association succeeding to the interest or to any part of the interest in or to this Lease or in or to the Premises, or either Landlord or Tenant herein, whether such succession results from the act of a party in interest, occurs by operation of law together with the act of such party. Each and every covenant, agreement, and condition of this Lease by the Tenant to be performed shall be binding on all assignees, subtenants, concessionaires, and/or licensees of Tenant.

31. HOLDING OVER. No holding over and continuation of any business by Tenant after the expiration of the Term hereof shall be considered to be a renewal or extension of this Lease unless written approval of such holding over and definite agreement to such effect is signed by Landlord defining the length of such additional Term. Any holding over without such consent of Landlord shall be considered to be a day-to-day tenancy at a rental of twice the daily rate of the maximum monthly payment provided herein, computed on the basis of the thirty (30) day month.

32. TRANSFER BY LANDLORD; LIABILITY OF LANDLORD. The term "Landlord" as used in this Lease means only the owner for the time being of the Property. In the event of any sale of the Property or an assignment of this Lease by Landlord, or demise of such Premises by Landlord, Landlord shall be entirely freed and relieved of all future obligations of Landlord hereunder, and it shall be deemed without further agreement between the parties that the purchaser, assignee or lessee has assumed and agreed to perform all of the obligations of Landlord hereunder. Notwithstanding anything else herein contained to the contrary, Landlord shall be under no personal liability with respect to any provisions of this Lease, and if Landlord is in default with respect to any obligations under this Lease, Landlord's liability to Tenant to satisfy Tenant's remedies shall be limited solely to Landlord's interest in the Property.

33. NOTICES. All notices or demands of any kind that Landlord may be required or may desire to serve on Tenant under the Terms of this Lease may be served on Tenant (as an alternative to personal service on Tenant signed by the person accepting service) by mailing a copy thereof by certified mail, postage prepaid, addressed to Tenant, Attention: President, the Premises or at such other address or addresses as may from time to time be designated by Tenant in writing to Landlord. Service shall be deemed complete at the time of the leaving of such notice as aforesaid or within two (2) business days after mailing of same. Any and all notices or demands from Tenant to Landlord may be similarly served on Landlord at the address on page one of this Lease, or such other address as Landlord may in writing designate to Tenant.

34. RECORDING. Without Landlord's approval, Tenant will not cause or allow this Lease, or

memorandum of Lease, to be recorded in the Public Records of any county in Florida.

35. RADON GAS NOTICE. Effective January 1, 1989, Florida Statutes requires a Radon Gas notification as follows:

Radon is a naturally occurring naturally active gas that, when accumulated in a Building in sufficient quantities, may present a health risk to persons who are exposed to it over time. Levels of radon that exceed 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.

36. WAIVER OF JURY TRIAL. EACH PARTY EXPRESSLY WAIVES JURY TRIAL IN ALL ACTIONS, PROCEEDINGS, OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

37. LIMITATIONS ON LANDLORD'S ACCESS. Notwithstanding anything to the contrary in this Lease or otherwise, Landlord acknowledges and agrees (i) that Tenant will keep and maintain at the Premises sensitive personal information concerning Tenant's clients; (ii) that Tenant is governed by the Federal Health Insurance Portability and Accountability Act which imposes substantial burdens upon Tenant to maintain the privacy and confidentiality of certain protected health information kept at the Premises; (iii) that as a result of said requirements, Tenant may impose reasonable restrictions on Landlord's (and any other party's) access to certain areas of the Premises to protect said health information and to comply with HIPAA; and (iv) that if any of the protected health information is disclosed to Landlord, or any other party at the Premises through the Landlord, the Landlord will assist Tenant in undertaking reasonable measures to maintain the confidence, and prevent further disclosure, of the information.

38. "AS IS" CONDITION; DISCLAIMER CONCERNING PERMITS/APPROVALS. Tenant has made an inspection of the Premises and accepts the same in its "AS IS, WHERE IS, WITH ALL FAULTS" condition. Landlord has not made, and Tenant has not relied upon, any representation or warranty regarding: (a) the condition of the Premises, express or implied; (b) Tenant's use or occupancy of the Premises; (c) whether any land use or zoning designations assigned to the Property will allow Tenant's use of the Property; or (d) whether Tenant can or will be able to secure the appropriate approvals (by permits or otherwise) from the appropriate governmental authorities to allow Tenant's use of the Property. Tenant waives, releases, renounces, and Landlord disclaims, any guaranties and any implied or expressed warranties of merchantability, lesseeability, habitability, fitness or fitness for a particular purpose (including, without limitation, any claim for any direct, incidental or consequential damages resulting therefrom). Notwithstanding anything to the contrary in this Lease or otherwise, Tenant acknowledges and accepts that Tenant's performance hereunder is not contingent upon Tenant's right or ability to secure the appropriate approvals (by permits or otherwise) from the appropriate governmental authorities to allow Tenant's use of the Property or to make any modifications or improvements to the Premises.

39. BROKERS. Landlord and Tenant warrant, represent, acknowledge, and agree that no party is entitled to a brokerage or leasing commission in connection with this Lease of the Premises

Executed at Gainesville, Florida on the dates shown and effective as of October 1, 2019.
Signed, sealed and delivered in the presence of:

LANDLORD: VERITAS INVESTMENTS, LLC,

a Florida limited liability company

By: Ann L Glowasky

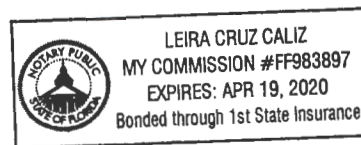
Printed Name: Ann L Glowasky

As Its: Managing Partner Dated: August 31, 2019

Witness: L. Cruz Caliz

Witness Printed Name: Leira Cruz Caliz

Dated: 8/30/19



TENANT:

ALACHUA COUNTY

A charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners

By: _____

Printed name: _____

As Its: _____ Dated: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq,
Clerk

Alachua County Attorney's Office

(SEAL)

Appendix A

Should the Tenant choose to exercise the option of using a third party Medical Clinic (not ALACHUA COUNTY) the following clauses would be enforced:

1. RENT

(a) Tenant further shall pay to Landlord a fee of Fifty Dollars (\$50.00) for each check tendered to Landlord for Rent that is dishonored. If Tenant tenders two checks during the Term that are dishonored, Landlord may require Tenant to make all subsequent payments due under this Lease in certified funds. Landlord may endorse and deposit without restriction any checks presented by Tenant having limitations noted on the check or in accompanying correspondence, and in such event, the limitations will be of no force or effect.

2. TAXES

Tenant will pay before delinquent any and all taxes levied or assessed on Tenant's fixtures, equipment and personal property in and on the Premises, in addition to any federal, state or local tax obligations due from the operation of Tenant's business on the Premises.

3. INSURANCE

(a) All insurance policies or duly executed certificates for the same required to be carried by Tenant under this Lease, together with satisfactory evidence of the payment of the premium thereof, shall be deposited with Landlord on the date Tenant first occupies the Leased Premises and upon renewals of such policies not less than fifteen (15) days prior to the expiration of the term of such coverage. All insurance required to be carried by Tenant under this Lease shall be in form and content, and written by insurers acceptable to Landlord, in its sole discretion. All policies shall provide that they may not be modified or terminated without thirty (30) days' prior written notice to Landlord. If Tenant shall fail to comply with any of the requirements contained relating to insurance, Landlord may obtain such insurance and Tenant shall pay to Landlord, on demand as additional rent hereunder, the premium cost thereof. Tenant shall provide Landlord with a Certificate of Liability Insurance Form (Acord™) which shows Landlord as the Certificate Holder...

4. TENANT IMPROVEMENTS; GENERAL INDEMNIFICATION OF LANDLORD.

(a) At least five (5) business days before any work is made to the Premises, Tenant will provide Landlord written evidence that Tenant is carrying builder's risk insurance coverage respecting the work being made to the Premises in the amount of the anticipated cost of construction of Tenant's work. To the extent applicable, such builder's risk insurance policy will comply with Paragraph 15(a).

(b) Tenant shall indemnify and save harmless the Landlord and the Property and all improvements placed thereon from all claims, liens, claims of lien, demands, charges, encumbrances, or litigation (including costs and reasonable attorneys' fees) arising directly or indirectly out of or by reason of any work or any other activity of Tenant on the Property. Tenant will be responsible for any and all costs associated with Tenant's work, including without limitation, the costs of all labor, permitting,

services, and materials.

(c) All of the work (including Tenant's plans and specifications) shall be prepared or performed by licensed, bonded, and fully insured professionals selected by Tenant and approved by Landlord. All of the work shall comply in all respects with (i) the state, county, city, or other laws, codes, ordinances and regulations, as each may apply to the rulings of the controlling public official, agent, or other such person; (ii) applicable standards of the National Board of fire Underwriters and National Electrical Code; and (iii) building material manufacturer's specifications.

(d) Within ten (10) business days after the filing of any claim of lien arising out of any Tenant work, Tenant will fully pay and satisfy the same, or Tenant will furnish Landlord with a surety bond written by a generally recognized surety company protecting Landlord from any and all loss which might result from the non-payment of same whether such lien or claim be legally enforceable or not. Tenant shall reimburse Landlord for all loss, damage, and expense, including a reasonable attorney's fee, which it may suffer or be put to by reason of any such claims of lien, demands, charges, encumbrances, or litigation. In the event Tenant shall fail to pay or fully discharge the above, or should proceedings be instituted for the foreclosure of any such lien or encumbrance, Landlord shall have the right, at its option, at any time after the expiration of such ten (10) business day period, to pay the same or any portion thereof, with or without the costs and expenses claimed by such claimant, and in making such payment Landlord shall be the sole judge of the legality thereof. All amounts so paid by Landlord shall be treated as Rent and repaid by Tenant to Landlord on demand together with interest thereon, at the highest rate allowed by law from the date of payment by Landlord until repayment is fully made.

(f) Landlord's interest in the Property will never be subject to a lien to secure payment for any work, services, materials, or other improvements made or furnished to the Property at Tenant's request. All persons performing labor or services, or furnishing materials to the Property on the order of Tenant must look solely to Tenant and Tenant's interest in the Premises for payment. Tenant will notify the contractors Tenant hires to perform Tenant's work that Landlord's lease with Tenant limits Landlord's liability to Tenant's contractors.

(e) Within the limitations set forth in §768.28 Florida statutes and the Tenants Sovereign Immunity the Tenant hereby covenants and agrees at all times to indemnify and keep and hold harmless the Landlord and the Property against any loss, cost, liability, damage, or expense (including reasonable attorneys' fees) arising out of any claim by any person or persons whatsoever relating to Tenant's possession of the Premises, parking areas, or common facilities, or relating to possession of the Premises by any person or persons holding under Tenant. Tenant also shall indemnify and keep and hold harmless the Landlord against any penalty, damage, charge or expense (including reasonable attorneys fees) incurred or imposed upon Landlord or the Property by reason of any violation of law or ordinance by Tenant or any person or persons holding under Tenant, and against any cost, damage, or expense (including reasonable attorneys fees) arising out of the death of or injury to any person or persons holding under Tenant. Tenant's general indemnification covenant provided in this subparagraph is not limited to Tenant's work or Tenant's improvements but shall apply to all aspects of the tenancy, and is limited to the condition, circumstances arising out of the negligence of the tenants or its agents.