MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: May 2, 2022

RE: **Acquisition and Redevelopment Agreement with ONICX Investments II, LLC – Oak Street Parking Lot**

Attached for your consideration is an Acquisition and Redevelopment Agreement with ONICX Investments II, LLC (ONICX) for the development of a multi-family and retail/office mixed use development, with associated parking garage, on a 1.49-acre CRA-owned property located north of E. Oak Street, east of N. Tennessee Avenue, south of E. Peachtree Street and west of N. Kentucky Avenue. The property is currently being utilized as a 150-space surface parking lot and is commonly referred to as the "Oak Street Parking Lot."

Following unsuccessful negotiations with a previously selected developer and in response to additional interest in the site, CRA staff issued Request for Proposal No. 1258 in July of 2021. Proposals were received from True Investors Development and Onicx Group. A selection committee consisting of a City Commissioner, LDDA staff, a member of the CRA Advisory Board, City staff and a private citizen convened on September 30, 2021 to evaluate the two submittals, and the Committee agreed unanimously to recommend negotiations with the respondents in the order of the rankings, with Onicx Group ranked first and True Investors second.

City and CRA staff have now completed negotiations of the attached Acquisition and Redevelopment Agreement with representatives of ONICX. The material terms of the Agreement are as follows:

- ONICX will construct no less than 200 multi-family residential units on the Property, approximately 2,000 square feet of retail or office space, approximately 424 structured parking spaces and approximately 16 on-street parking spaces.
- The purchase price for the Property is $1,836,000.
- The CRA will contribute $1,100,000 towards the construction of the parking garage, to be paid upon issuance of the certificate of occupancy for the garage, and will receive the exclusive use of 134 of the approximately 424 parking spaces in the garage, which the CRA shall have the right to sublease and/or make available to the general public. The CRA will pay ONICX $70

per month per space over the 25-year term of the parking lease, subject to a 5% escalation every five years of the lease agreement.

- In the event ONICX is unable to provide the entire 134 parking spaces to the CRA, the CRA's contribution to the construction of the parking garage will be reduced by $8,208.96 for each space not provided. Nonetheless, ONICX must provide the CRA at least 129 structured parking spaces. In addition, ONICX must construct additional on-street parking spaces so that the City/CRA will be provided at least 150 total parking spaces between the structured parking spaces and on-street spaces.
- The City and/or CRA will pay, waive or otherwise satisfy fees related to site plan reviews, building permits, inspections, impact fees and off-site utility improvements up to an amount not to exceed $736,000. If these costs are anticipated to exceed this amount, ONICX will provide the City notice of the additional costs and the City will notify ONICX of whether or not it agrees to pay, waive or otherwise satisfy the additional costs. If the City elects not to assume the additional costs, ONICX may elect to either pay the additional costs and move forward with the project or terminate the Agreement.
- Provided ONICX completes the project within 36 months of the closing date, the CRA will provide tax increment financing (TIF) to ONICX in the amount of 80% of the tax increment generated by the Property in years 1-5 and 60% in years 6-10.
- The Agreement establishes a total incentives cap of $1,836,000, including the CRA's contribution to construction of the parking garage and the payment or waiver of City fees and costs. However, TIF payments are not included in this cap, nor are any costs associated with the underground relocation of electric utility poles and lines that are above-ground and that traverse or border the site, which will be the responsibility of the City.
- ONICX will lease at least 15 units to tenants whose income does not exceed 80% of Polk County's Area Median Income (AMI). Rents for these units will not exceed 30% of AMI. The obligation to provide affordable housing units will expire 15 years after issuance of the certificate of occupancy for the project.
- ONICX will have a 90-day inspection period following execution of the Agreement to determine the suitability of the Property for their project. They may terminate the Agreement for any reason prior to the expiration of the inspection period and receive a refund of their $25,000 deposit. In addition, ONICX may exercise two 30-day extensitons of the inspection period for no additional cost.
- ONICX must submit the building elevations, exterior materials and color schemes for the project to the City Commission for approval.
- Closing of the transaction shall occur no later than 12 months following execution of the Agreement, subject to two 30-day extensions that may be exercised by ONICX at no cost. In addition, ONICX may request to extend the closing date for additional 30-day periods subject to payment of $10,000 for each extension granted by the CRA. Each extension payment shall

become non-refundable except in the event of a default by the City/CRA and shall be applied to the purchase price upon closing.

- Similar to other redevelopment agreements entered into by the City and CRA, and in order to ensure that the project will in fact move forward prior to relinquishing title to the property, the CRA's obligation to close on the sale of the property is conditioned upon ONICX: (i) securing all required building and other development permits necessary for the construction of the project; (ii) having an executed construction contract in place with its contractor; (iii) securing a construction loan in an amount sufficient to commence and complete construction of the project, which loan will close simultaneously with the sale of the Property; and (iv) agreeing to commence construction of the project within 30 days of the closing date.

It is recommended that the City Commission approve the attached Acquisition and Redevelopment Agreement with ONICX Investments II, LLC, which includes the terms and conditions outlined above, on behalf of both the City and the Lakeland Community Redevelopment Agency, and authorize the appropriate City and CRA officials to execute the Agreement.

Attachments

ACQUISITION AND REDEVELOPMENT AGREEMENT

THIS ACQUISITION AND REDEVELOPMENT AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, 2022 (the "Effective Date"), by and between the City of Lakeland, a Florida municipal corporation (the "City"), the Lakeland Community Redevelopment Agency, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (the "CRA"), and ONICX Investments II, LLC, a Florida limited liability company ("ONICX").

RECITALS

WHEREAS, the CRA is the owner of certain property known as the "Oak Street Parking Lot," legally described in **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, the CRA desires that the Property be redeveloped for multi-family residential, retail and office use, or any combination thereof, consistent with the aesthetic of downtown Lakeland, and in furtherance of the CRA's Downtown Community Redevelopment Plan (the "Master Plan"), and the Florida Community Redevelopment Act of 1969, Florida Statutes, Chapter 163; and

WHEREAS, on July 15, 2021, the CRA issued a Request for Proposals (the "RFP"). ONICX responded to the RFP, and, at its public meeting on October 18, 2021, the City Commission acting as the CRA accepted a Selection Committee recommendation identifying ONICX as the developer with which to negotiate an agreement; and

WHEREAS, the City and CRA, finding this economic development opportunity to be in the best interest of the City and the health, safety and welfare of the citizens of Lakeland, have offered to facilitate the downtown redevelopment project by providing certain economic incentives to ONICX, with the expectation that the City's and CRA's involvement will encourage and accelerate the timing of the redevelopment, thus generating additional tax revenues, benefiting the downtown economy and enhancing the potential for future development; and

WHEREAS, the City and CRA find that the provision of economic incentives set forth in this Agreement constitutes a public purpose, and the Florida Legislature has found that government sponsored public-private arrangements and the promotion and support, including financial assistance, of economic development activities are in the public interest and achieve a public benefit; and

WHEREAS, the parties hereto have agreed to memorialize the terms and conditions through which the CRA shall convey the Property to ONICX and ONICX shall redevelop the Property;

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by all parties, the parties hereto agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are hereby incorporated into this Agreement.

2. **Definitions**. In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

A. *City Code* - The Land Development Code of the City of Lakeland and other applicable City of Lakeland Ordinances.

B. *Development Order* – Collectively, site plan approval, and other necessary approvals and permits, including, but not limited to, the issuance of a building permit or similar action by City and all other government entities with jurisdiction over the Project necessary for ONICX to develop and construct the Project on the Property pursuant to the requirements of this Agreement (the "Government Approvals").

C. *Project* – A project to be developed by ONICX in accordance with the terms of this Agreement and consisting of no less than 200 multi-family residential units, approximately 2,000 square feet of retail or office space, approximately 424 structured parking spaces and approximately 16 on-street parking spaces to be constructed by ONICX on boundaries of the Property; subject to adjustment upon the written consent of the City and CRA during the Governmental Approvals process.

D. *Escrow Agent* – Abel A. Putnam, Esq., Putnam, Creighton & Airth, P.A., P.O. Box 3545, Lakeland, Florida 33802-3545.

3. **Purpose.** The purpose of this Agreement is to provide for the redevelopment of the Property in accordance with the terms of this Agreement, so as to enhance the quality of life and the aesthetic and useful enjoyment of the Lakeland downtown area, fulfill the goals of the RFP, promote economic development and investment in the downtown area, and further the objectives of the CRA's Master Plan.

4. **Purchase and Sale.** The CRA agrees to sell and convey the Property to ONICX, and ONICX agrees to purchase the Property from the CRA, pursuant to the terms and conditions set forth in this Agreement. Prior to the end of the Inspection Period, the CRA and ONICX agree to amend the legal description of the Property, if needed, as set forth on **Exhibit A** to a mutually agreeable legal description of the Property to be set forth on the Survey.

5. **Purchase Price.** The Purchase Price for the Property shall be One Million Eight Hundred Thirty Six Thousand and No/100 Dollars ($1,836,000.00).

6. **Deposits.**

   A. In order to secure the performance by ONICX in accordance with this Agreement, on or before three (3) business days after the Effective Date, ONICX shall deliver a deposit to Escrow Agent in the amount of Twenty-Five Thousand AND NO/100 DOLLARS ($25,000.00) (the "Deposit").

   B. The Deposit will be held by Escrow Agent in an institution the deposits of which are insured by an agency of the United States and disbursed in accordance with this

Agreement. The Deposit will be placed in a trust account upon receipt by Escrow Agent. Escrow Agent shall not be liable for any funds lost in connection with the take-over or failure of any bank or financial institution wherein Escrow Agent has deposited those funds. Escrow Agent shall deposit the funds in a single account at a bank or financial institution selected by Escrow Agent in its commercially reasonable discretion and shall have no obligation to split such funds into multiple accounts to stay within Federal Deposit Insurance Corporation insurance limits on each account. The Deposit shall be applied to and credited against the Purchase Price at the closing of the purchase of the Property by ONICX in accordance with this agreement ("Closing"), and, in the case of a termination of this Agreement, the Deposit shall be disbursed as provided herein. If Escrow Agent receives conflicting instructions or is in doubt as to its duties or liabilities under the provisions of this Agreement, it may, in its sole discretion, continue to hold such funds until the parties mutually agree to disbursement thereof, or until a judgment of a court of competent jurisdiction shall determine the rights of the parties to the Deposit, or Escrow Agent may deposit such funds with the Clerk of the Circuit Court with jurisdiction for Polk County pursuant to interpleader procedure, whereupon after notifying all parties concerned of such action and paying all costs imposed by the Clerk as a result of such deposit, all liability on the part of Escrow Agent shall terminate except to the extent of accounting for any monies delivered out of escrow.

7. **Inspection Period.** ONICX shall have ninety (90) days from the Effective Date, plus any extension(s) as set forth in this Agreement (collectively, the "Inspection Period") to conduct due diligence activities on the Property. ONICX, its agents, representatives and consultants, shall have the right to enter the Property, upon prior notice to the CRA, for the purposes of inspecting the same, including without limitation, for the purposes of conducting soil tests, soil borings and groundwater tests, performing surveys, environmental audits and inspections (including digging, boring and taking soil samples), and other invasive testing, performing physical facility inspections, and for such other purposes as shall be appropriate, in the judgment of ONICX in order to determine whether, in ONICX's sole discretion, the Property is suitable for the intended use. ONICX shall be entitled to bring such equipment and vehicles onto the Property as are necessary to perform the activities described herein. In addition, ONICX shall have the right to make such other investigations with respect to the Property, including, without limitation, investigations relating to zoning, land use, availability of utilities and the like, as ONICX may deem to be appropriate in making the determination of whether or not the Property is suitable for the intended use of developing the Project. ONICX shall indemnify, defend, and hold the CRA and City harmless from any and all liabilities, claims and damages arising out of the rights granted to ONICX in this Section, which covenant shall survive the Closing or the earlier termination of this Agreement for a period not to exceed the greater of four (4) years or the applicable statute of limitations for any claim brought against the CRA or City as a result of ONICX's exercise of its rights under this Section; provided however, this indemnity shall not apply to existing site conditions on the Property or the intentional or negligent acts or omissions of the City or CRA, of the City or CRA's employees, consultants or agents or any third party acting on behalf of the City or CRA.

Prior to entering the Property pursuant to this Section, ONICX shall obtain and maintain in effect at its expense the following insurance with respect to the Property: (i) a comprehensive general liability insurance policy naming the CRA and the City as additional insureds and having limits of at least One Million and 00/100 Dollars ($1,000,000.00) for injury, death or property damage per occurrence; and the CRA and City shall be listed as additional insureds; and (ii) workers' compensation coverage at statutory limits, if applicable. All policies shall be written on an occurrence basis. ONICX shall promptly repair any damage to the Property caused by ONICX's exercise of its rights under this Section and otherwise restore the Property to the condition existing prior to the exercise of the inspection activities during Inspection Period, which covenant shall survive the termination of this Agreement. On or before the end of the Inspection Period, ONICX may, in its sole discretion, terminate this Agreement by written notice to the City and the CRA, and the Deposit shall be returned to ONICX, and neither party shall have any further liability under this Agreement, except as otherwise expressly provided in this Agreement. In the event ONICX does not terminate this Agreement on or before the end of the Inspection Period, the Deposit shall become non-refundable, except in the event of a City or CRA default or as otherwise provided in this Agreement. ONICX shall be entitled to exercise two (2) thirty (30) day extensions of the Inspection Period as more fully provided by Section 14.

8. **Property AS IS, WHERE IS Condition.** ONICX ACKNOWLEDGES AND AGREES THAT UPON CLOSING, CRA SHALL SELL AND CONVEY, AND ONICX SHALL ACCEPT, THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS, AND THERE ARE NO ORAL OR WRITTEN AGREEMENTS, WARRANTIES, OR REPRESENTATIONS (EXCEPT AS SPECIFICALLY PROVIDED HEREIN), COLLATERAL TO OR AFFECTING THE PROPERTY BY CRA, ANY AGENT OF CRA OR ANY THIRD PARTY ACTING FOR OR ON BEHALF OF CRA.

9. **Title Insurance.** Within seven (7) business days after the Effective Date of this Agreement, ONICX, at its expense, shall order a title insurance commitment as to the Property (the "Title Commitment"), from a nationally-recognized title insurance company (the "Title Company"), together with legible copies of the deed(s) vesting title to the Property in the CRA and of all documents or instruments referenced in Schedule B-Section 1 and Schedule B-Section 2 of the Title Commitment (collectively, the "Back-up Documents"), and committing to issue to ONICX an owner's policy of title insurance in the amount of the Purchase Price upon the recording of the special warranty deed from the CRA to ONICX. ONICX shall deliver a copy of the Title Commitment and Back-up Documents to CRA within three (3) business days after receipt. Title to the Property as reflected by the Title Commitment and owner's/lender's policies issued pursuant thereto shall be subject only to ad valorem real property taxes for the year of the Closing which are not yet due or payable, and such other title exception matters set forth in Schedule B-Section 2 of the Title Commitment that are either (a) not included in ONICX's Title Defect Notice (as defined below), or (b) having been identified in any timely Title Defect Notice, have thereafter been waived or deemed to have been waived by ONICX in accordance with the terms and conditions set forth below (collectively the "Permitted Exceptions"). The Title Commitment shall further agree to insure any and all easements benefiting the Property. The Title Commitment shall provide that, in the event the closing agent designated by Purchaser receives or obtains all of the certificates, affidavits, surveys, and other matters required under Schedule B - Section 1 of the Title Commitment

which are necessary in order to satisfy of record any "Monetary Liens" (as defined below in this Section 9), to insure the "gap" between the effective date of the Title Commitment and the recording of the special warranty deed conveying the Property from the CRA to ONICX, and to delete the "standard exceptions", then such Monetary Liens and the "standard exceptions" (including standard exceptions for taxes and assessments not shown in the Public Records, claims of unrecorded easements, parties other than owner in possession, mechanic's liens and matters disclosed on the Survey, but excluding current real estate taxes not yet due and payable) shall be deleted from the title insurance policy when issued and the "gap" shall be insured at Closing. The CRA shall provide to the Title Company on or before Closing any affidavits, undertakings and other instruments reasonably required to delete said Monetary Liens, and standard exceptions, to insure the "gap", and to satisfy or comply with any requirements specified in Schedule B - Section 1 of the Title Commitment applicable to the CRA.

In the event ONICX finds the Title Commitment and/or the Survey (as defined below) to contain any matter, requirement or exception which is objectionable to ONICX (a "Title Defect"), ONICX shall give written notice to the CRA of ONICX's objection(s) (the "Title Defect Notice") on or before fifteen (15) days prior to the expiration of the Inspection Period (as it may be extended). The CRA shall thereupon promptly use diligent, good faith efforts to cure said Title Defect(s). If the CRA is unable to cure all Title Defects within the Inspection Period, it shall give prompt written notice to ONICX of those non-monetary Title Defects which the CRA is unable to or elects not to cure ("No Cure Notice") no later than five (5) days prior to the end of the Inspection Period, whereupon ONICX shall have the option, exercisable by written notice of such election (the "Election Notice") provided to the CRA within five (5) days of receipt of the No Cure Notice, either to (a) extend the time for the CRA to cure said Title Defects, (b) waive the remaining Title Defects, and such matters shall become Permitted Exceptions, or (c) terminate this Agreement, in which event the Deposit shall be refunded to ONICX and thereafter the parties shall have no further obligation or liability hereunder, except as otherwise provided by this Agreement. The Title Commitment shall be updated by endorsement ("Update Endorsement"), which endorsement, together with copies of any additional matters identified therein, shall be provided to the CRA by ONICX prior to Closing. If any Update Endorsement discloses any new requirement, defect, encumbrance or other adverse matter that is not a Permitted Exception, then ONICX shall notify the CRA in writing specifying the new Title Defect. The CRA shall have a period of ten (10) days, or other reasonable time, but not more than thirty (30) days if such matters cannot be reasonably cured within said ten (10) day period, following the receipt of such notice from ONICX to cure such new Title Defect and, if necessary, the applicable Closing Date shall be extended accordingly as provided above. The CRA agrees to use diligent, good faith best efforts to attempt to remove all Title Defects, as provided above. If the CRA fails to cure any such new Title Defect within the time periods set forth herein, then such new defect shall constitute a default and ONICX shall have the remedies provided in this Section. Notwithstanding anything contained herein to the contrary, on or before Closing, the CRA shall be obligated to satisfy and release of record, and to pay all amounts necessary to obtain such satisfaction and release, all monetary liens or encumbrances upon the Property (collectively, "Monetary Liens"). For the avoidance of doubt, following the Effective Date of this Agreement the CRA will not convey all or any portion of the Property, or further encumber the Property with any

easements, leases, restrictions or other encumbrances, nor shall the CRA enter into any contracts to do so. Likewise, from and after the Effective Date of this Agreement, the CRA will not physically alter the Property.

10. **Survey of Property**. ONICX may obtain, at ONICX's sole cost and expense, a current survey of the Property, and which such survey is reasonably acceptable to the Title Company for the purpose of insuring ONICX's title policy over all survey-based exceptions (the "Survey"). The Survey shall: (a) locate all present easements, rights of way, building lines, utility lines, roadways and encroachments on the Property, as well as flood zone based on flood maps; and (b) contain an accurate legal description of the Property. In the event the Survey reflects any encroachments, lack of access, deficiencies, gaps or gores or hiatus between the Property and any adjoining streets or roads, or any other matters which would constitute a title defect, in ONICX's discretion ("Survey Matters"), ONICX shall notify the CRA of ONICX's objections to the Survey on or before fifteen (15) days prior to the expiration of the Inspection Period. Objections to the Survey shall be treated as Title Defects pursuant to Section 9 above.

11. **Redevelopment of the Property.** ONICX shall develop the Project on the Property generally consistent with the Conceptual Development Plan, attached hereto and incorporated herein as **Exhibit B** (the "Conceptual Plan"), except as otherwise provided by this Agreement or the Government Approvals issued by the City pursuant to the City's regulatory process. ONICX shall undertake the redevelopment at its sole cost and expense, except as otherwise provided in this Agreement. The parties agree to timely process and amend this Agreement to substitute the site plan ultimately approved by the City through its regulatory process for the Conceptual Plan.

A. Right to Market. During the term of this Agreement and any extension thereof, ONICX shall have the exclusive right to market the Property for sale or lease generally consistent with the Conceptual Plan, and to seek any Development Order associated with the development of the Project which is generally consistent with the Conceptual Plan for the Project. CRA shall not, during the term of this Agreement, market the Property or attempt to sell or lease the Property.

B. Redevelopment Program for the Property.
It is anticipated that the Project shall be developed in a single phase. Of the multi-family residential units, ONICX agrees to lease 15 units to tenants whose income at the time of lease does not exceed 80% of Polk County's Area Median Income (AMI) (the "Affordable Units"). Rents for the Affordable Units shall be restricted and not exceed 30% of the respective AMI level for Polk County, Florida, for such tenants. The Affordable Units shall be marketed for lease concurrently with the initial lease-up of the Project. The Affordable Units covenants shall commence upon the date the Certificate of Occupancy is issued for the Project and shall expire fifteen (15) years thereafter.

1. Prior to submittal to the City for Government Approvals, ONICX shall submit the building elevations, exterior materials and color schemes (collectively, the

"Exterior Design Submittal") to CRA for approval, which approval shall not be unreasonably conditioned, delayed, or withheld. Approval by the CRA of the Exterior Design Submittal shall not be deemed a regulatory approval. Once the Exterior Design Submittal is approved by the CRA, ONICX shall not make any changes to the Exterior Design Submittal prior to its submission to the City for review and approval pursuant to the City's regulatory process, which regulatory process includes the Application for Certificate of Review to the Lakeland Downtown Development Authority ("LDDA"). If ONICX makes any material deviations to the Exterior Design Submittal prior to its submission to the City and LDDA, such material deviations shall require further review and approval by the CRA, which approval shall not be unreasonably conditioned, delayed or withheld. CRA recognizes that revisions to the Exterior Design Submittal may be necessary as a result of the City's regulatory review process, including review by the LDDA. Any modifications to the Exterior Design Submittal resulting from the City's regulatory review process and necessary to achieve compliance with the building code, the fire code, or other life safety codes, may be made by ONICX without further review and approval by the CRA. In addition, purely aesthetic modifications of a minor nature may be approved by the CRA Manager in the CRA Manager's reasonable discretion. All other modifications to the Exterior Design Submittal shall require further review and approval by the CRA, which approval shall not be unreasonably conditioned, delayed or withheld. In such event, the timelines of this Agreement shall be extended by an amount of time equal to the time that elapses between ONICX's submittal of the modified Exterior Design Submittal and approval by the CRA.

2. ONICX has or will obtain all state and local permits or other governmental authorizations and approvals required by law in order to proceed with the development of the Project, subject to the fee waivers and any costs to be paid by the City and obligations of the City contemplated under this Agreement.

3. Subject to Force Majeure delays, ONICX shall commence construction of the Project within thirty (30) calendar days after the Closing Date.

12. **Closing Conditions.**

A. ONICX Closing Conditions. The obligation of ONICX to purchase the Property is subject to the satisfaction as of the Closing Date of the following conditions precedent, any or all of which may be waived in whole or in part by ONICX at or prior to the Closing:

1. The representations and warranties of the City and CRA set forth herein shall be true and correct as of the Effective Date and on the Closing Date, and the City and CRA shall have fully performed and complied with all covenants and agreements of the City and CRA set forth herein which were to have been performed prior to Closing; and

2. The City and CRA shall have tendered performance of all their obligations and covenants to be performed at Closing under this Agreement; and
3. The Title Company shall be irrevocably committed to endorsing or "marking up" the Title Commitment at Closing so as to insure title to the Property as being vested in ONICX, to delete all requirements from Schedule B, Section 1, to delete the standard exceptions from Schedule B, Section 2 (subject to ONICX providing the Survey), to revise the effective date of the Title Commitment to be through the date and time of the recording of the deed conveying title to ONICX, to insure the "gap" between the effective date of the Title Commitment and the recording of such special warranty deed, all subject to no exceptions other than the Permitted Exceptions, and shall be prepared to issue a final title insurance policy (the "Title Policy") promptly after the Closing; and
4. ONICX has received a firm commitment letter acceptable to ONICX, in its sole and absolute discretion, for a construction loan from an acceptable lender, and such lender has issued a rate lock and agreed to close the loan to fund construction of the Project simultaneously with the acquisition of the Property by ONICX (the "Construction Loan"); and
5. ONICX shall have received all necessary public and private approvals and permits, including the receipt of a building permit for the Project and any and all appeal periods related to such approvals or permits have expired (collectively, the "Building Permits"); and
6. There shall be no litigation affecting the Property, or any portion thereof; and
7. There shall have been no material adverse change to the physical condition of the Property as it existed on the Effective Date; and
8. The site development plan approved by the City for the Project shall be substantially consistent with the Conceptual Plan or otherwise acceptable to ONICX; and
9. ONICX shall have executed a construction contract acceptable to ONICX for the construction of the Project (the "Construction Contract").

B. <u>CRA Closing Conditions.</u> The obligation of the CRA to sell the Property is subject to the satisfaction as of the Closing Date of the following conditions precedent, any or all of which may be waived in whole or in part by the CRA at or prior to the Closing:
1. The representations and warranties of ONICX set forth herein shall be true and correct as of the Effective Date and on the Closing Date, and ONICX shall have fully performed and complied with all covenants and agreements of ONICX set forth herein which were to have been performed prior to Closing; and
2. ONICX shall have tendered performance of all its obligations and covenants to be performed at Closing under this Agreement; and
3. ONICX shall have received the Building Permits; and
4. Onicx shall have executed the Construction Contract; and
5. The Construction Loan shall close simultaneously with the sale of the Property to ONICX in an amount sufficient to commence and complete construction of

the Project in accordance with the terms and conditions of this Agreement and the lender's requirements; and

6. ONICX and ONICX's general contractor shall have provided a joint written statement certifying that Project construction will commence on or before thirty (30) calendar day following receipt of the Building Permits, subject to force majeure events.; and

7. ONICX and the CRA shall have approved and mutually agreed upon any memorandum of agreement and other recorded document evidencing the post-Closing obligations of the parties under this Agreement.

C. Failure of Conditions. In the event that any of the conditions set forth in this Section 12 above are not satisfied by the party responsible for their satisfaction (the "Responsible Party") or waived in writing by the non-responsible party (the "Non-Responsible Party") prior to the Closing, the Non-Responsible Party shall have the option of: (i) terminating this Agreement by delivery of a written termination notice to the Responsible Party on or before the Closing Date, in which event the parties thereafter shall have no further rights or obligations to each other under this Agreement, except as otherwise expressly set forth in this Agreement; (ii) waiving such unsatisfied conditions precedent and proceeding with the Closing; or (iii) if the failure of any conditions precedent is due to or constitutes a default on the part of the Responsible Party, to declare a default on the part of the Responsible Party and to proceed in accordance with Section 18 below; provided, however, the failure of ONICX to obtain the Building Permits shall not constitute a default provided ONICX has exercised all commercially reasonable efforts to obtain them. In the event of a termination pursuant to this Section 12C. for the failure of a Closing condition, the Deposit shall be returned to ONICX except in the event the failure is the result of a default of ONICX.

13. **Closing.** Unless otherwise agreed to by the parties in writing, the closing date for conveyance of the Property shall occur within thirty (30) days following the satisfaction of all the Closing Conditions set forth in Section 12, but no later than twelve (12) months following the Effective Date, unless otherwise extended as provided herein (the "Closing Date"). The CRA shall convey the Property to ONICX pursuant to a special warranty deed conveying to ONICX marketable fee simple title to the Property free and clear of all liens and encumbrances, subject only to the Permitted Exceptions, together with any negotiated easements for the Project; ad valorem real property taxes for the year of closing and subsequent years; and those matters which are approved in writing by ONICX. CRA shall pay all the real estate transfer taxes applicable to the conveyance of the Property (including documentary stamp taxes and surtaxes). The CRA shall pay the costs of clearing title in accordance with Section 9 and recording any curative instruments. ONICX shall pay for the cost of the title insurance commitment, and the owner's title policy. ONICX shall pay for the recording of the deed and all expenses associated with any financing. Each party shall pay its respective attorney's fees. CRA shall also deliver at Closing a customary commercial owner's affidavit for reliance by the Title Company in the issuance of the Title Policy, together with any authorization documents

required and any other reasonable documents customarily provided in a sale of commercial land. CRA and ONICX shall also execute and deliver a closing statement upon Closing.

14. **Extensions.** ONICX may elect to extend the (i) Inspection Period for up to two (2) thirty (30) day periods each, and (ii) Closing Date for up to two (2) thirty (30) day periods each, all at no cost to ONICX. ONICX may exercise such extension(s) by written notice to the CRA not less than ten (10) calendar days prior to the expiration of the Inspection Period or Closing Date, respectively (as may be previously extended). ONICX may request additional thirty (30) day extensions of the Closing Date beyond the two extensions set forth above by submitting a written request to the CRA. For each additional extension of the Closing Date that the CRA approves in writing beyond the two extensions set forth above, ONICX shall deposit with the Escrow Agent a fee of $10,000.00 per extension approved by the CRA (collectively, the "Additional Extension Fee"). The Additional Extension Fee shall become a part of the Deposit, shall be non-refundable to ONICX except in the event of a City or CRA default or as otherwise set forth in this Agreement, and shall be applied to and credited against the Purchase Price at Closing. The extensions set forth above shall not require formal amendment of this Agreement and may be agreed to by the parties via notices delivered in accordance with Section 21. Except as provided in this Section or except as may be otherwise provided in this Agreement (including any automatic extensions implemented in accordance with Section 11(B)(1)), there shall be no other extension of any performance obligation except through formal amendment of this Agreement in writing approved by the parties.

15. **Additional City and CRA Obligations/Redevelopment Incentives.** In consideration of ONICX undertaking the Project, the City and CRA shall undertake the actions set forth in this Section. Unless otherwise provided below, the City and CRA shall undertake such actions at their sole cost.

A. Joinder and Applications. The CRA, as owner of the Property during the entitlement process, shall join in any application for the Development Order and Government Approvals.

B. Redevelopment Incentives.

1. Provided ONICX completes the Project within thirty-six months (36) months of the Closing Date, as evidenced by the issuance of certificates of occupancy for all components of the Project, the CRA shall provide tax increment financing (TIF) to ONICX in accordance with the CRA's tax increment financing terms and conditions, including the rebate of eighty percent (80%) of the tax increment revenue generated by the Property following Project completion for years 1-5 followed by sixty percent (60%) for years 6-10 for a maximum of ten (10) years. For such calculation, reassessment of the Property by the Polk County Property Appraiser shall be based upon the first year immediately following the year in which the Project is completed (the "Base Year"). For avoidance of doubt, the parties agree that the tax increment revenue to which ONICX shall be entitled in years two through ten shall be determined by applying the rebate percentages for such years to a sum equal to the tax increment revenue generated by the Property in the Base Year and not to the

tax increment revenue actually generated by the Property in years two through ten. ONICX's obligation to complete the Project within thirty-six (36) months of the Closing Date as a condition of its entitlement to receive tax increment financing shall be extended in accordance with Section 21 for events of Force Majeure. The provisions of this Section 15(B)(1) shall survive the Closing.

2. City and/or CRA shall pay, waive or otherwise satisfy at no cost to ONICX before same shall become due, any fees related to water, sewer, solid waste, impact and concurrency fees assessed for the Project, traffic signalization and off-site utility or other improvements (collectively, the "City Fees and Costs") up to an amount not to exceed $736,000.00, which sum is part of and included within the Redevelopment Incentives Cap (hereinafter defined). Without limiting the generality of the City Fees and Costs to be included within the Redevelopment Incentives Cap, whether by payment, waiver or credit, the following costs and expenses shall be included: site plan review fees, development order fees, building permit, plumbing, electrical, mechanical and site inspection fees, fees related to the review of documents necessary to plat any portion of the Property, water, sewer, solid waste, school, fire and transportation impact and concurrency fees for the Project, and all City utility connection costs and fees (both on and off-site) for removal and installation. Notwithstanding the foregoing, any fees and costs related to the underground relocation of all electric utility poles and lines that are currently above-ground and are traversing or bordering the Property (collectively, the "Utilities Relocation Costs") shall be excluded from the Redevelopment Incentives Cap and full payment of the Utilities Relocation Costs shall be the sole responsibility of the City. Additionally, if the City Fees and Costs are expected to exceed $736,000.00 (the amount in excess being collectively referred to as the "Anticipated Excess Fees and Costs"), ONICX shall provide to the City written notice of the total Anticipated Excess Fees and Costs and any backup materials (collectively, the "Excess Costs Notice") supporting this calculation requested by the City at least seven (7) business days prior to the expiration of the Inspection Period or at least seven (7) business days prior to the Closing Date. The City shall have five (5) business days after its receipt of the Excess Costs Notice to review such Excess Costs Notice and to notify ONICX in writing whether it agrees to pay all or any portion of the Anticipated Excess Fees and Costs (the "Excess Costs Response"). If the City does not timely deliver its Excess Costs Response or agree to pay all of the Anticipated Excess Fees and Costs, ONICX may elect to terminate this Agreement (i) prior to the expiration of the Inspection Period if the Excess Costs Notice is delivered prior to the expiration of the Inspection Period or (ii) prior to the Closing Date if the Excess Costs Notice is delivered after the expiration of the Inspection Period, and the Deposit shall be returned to ONICX if ONICX terminates the Agreement in either case in accordance with this Section 15(B)(2) notwithstanding anything in this Agreement to the contrary. The City and CRA agree to provide expedited plan review, permits and inspections for the Project.

3. City and/or CRA shall also pay to ONICX the sum of $1,100,000.00 (the "Parking Structure Contribution," as may be modified below) for the exclusive use of approximately 134 of the approximately 424 total structured parking spaces to be constructed by ONICX in the parking structure for the Project, subject to adjustment based on the final approved plans, as further detailed in the Parking Lease Agreement attached hereto as **Exhibit C** and made a part hereof (the "Parking Lease Agreement"), together with approximately 16 on-street parking spaces to be constructed by ONICX on boundaries of the Property. The above numbers are subject to adjustment based on the final approved site plan, but ONICX agrees to provide the City no less than one hundred twenty nine (129) structured parking spaces and no less than one hundred fifty (150) total parking spaces available for public use between the structured parking spaces leased to the City pursuant to the Parking Lease Agreement and the on-street parking spaces. The Parking Structure Contribution is based upon ONICX providing 134 structured parking spaces at a cost of $8,208.96 per space ($1,100,000÷134=$8,208.96). In the event that ONICX provides fewer than 134 structured parking spaces to the City, the Parking Structure Contribution shall be decreased in the amount of $8,208.96 multiplied by the shortfall in the number of spaces. For example, if ONICX provides 130 structured parking spaces to the City, the Parking Structure Contribution shall be reduced by the sum of $32,835.84 (4 spaces x $8,208.96=$32,835.84), resulting in a total Parking Structure Contribution of $1,067,164.16 ($1,100,000-$32,835.84=$1,067,164.16). In no event will the Parking Structure Contribution exceed the sum of $1,100,000. The Parking Structure Contribution shall be paid by the City by wire transfer to ONICX in a lump sum payment within three (3) business days after the issuance of the Certificate of Occupancy for the parking structure.

C. Other Obligations. The CRA shall provide temporary construction easements for the construction of the Project. The CRA shall maintain the Property in its current condition during the term of this Agreement prior to conveyance of the Property.

D. CRA Cooperation. CRA shall exercise its best efforts and cooperate with ONICX in submitting and promptly obtaining and providing any state and federal licenses, permits, and governmental authorizations necessary to the completion of the Project; provided, however, all costs associated therewith shall be the sole responsibility of ONICX, except those referenced in Section 15.B.2-3 or otherwise designated as the City's responsibility pursuant to this Agreement and any attorney fees for the CRA, which shall be paid by the CRA. This Agreement shall not affect City's right and authority to act in regulatory matters in accordance with applicable laws or ordinances.

E. No Merger. The terms and conditions of this Agreement shall survive the closing of the Property and shall not be merged into the Deed for the Property.

F. Redevelopment Incentives Cap. Unless otherwise set forth in this Agreement, the City's and the CRA's total obligation to pay, waive, satisfy or otherwise contribute towards the City Fees and Costs and the Parking Structure Contribution shall be capped at $1,836,000.00 (the "Redevelopment Incentives Cap"); provided, however, that the tax increment financing payments and any other fees and costs to be paid by the City but expressly excluded from the Redevelopment Incentives Cap in accordance with this Agreement shall not be included within said Redevelopment Incentives Cap and shall also be paid by the City.

16. **Covenants, Warranties and Representations of the City and CRA.** The City and CRA covenant, represent and warrant to ONICX, as of the Effective Date and as of the Closing Date, as follows:

A. Except as otherwise provided in this Agreement, the City and CRA are not making and specifically disclaim any warranties or representations of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties or representations as to matters of title, tax consequences, or physical or environmental conditions, affecting the Property, including, without limitation, the value, condition, merchantability, marketability, profitability, suitability or fitness for a particular use or purpose of the Property. ONICX agrees that with respect to the Property, ONICX has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of the City or CRA (except as expressly set forth in this Agreement) or any agent of the City or CRA. ONICX represents that it is a knowledgeable purchaser of real estate and that it is relying solely on its own expertise and that of ONICX's consultants, and that ONICX will conduct such inspections and investigations of the Property, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same.

B. This Agreement and each document contemplated hereby to which the City and CRA will be a party has been authorized and will be executed and delivered by the City and CRA and neither their execution and delivery, nor compliance with the terms and provisions: (i) requires the approval and consent of any other party, except as have been obtained or as specifically noted herein, (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the City or CRA, or (iii) contravenes or results in any breach of, default under or creation of any lien or encumbrance on the City or CRA.

C. This Agreement and each document contemplated to which the City and CRA will be a party, will constitute a legal, valid and binding obligation of the City and CRA enforceable against the City and CRA in accordance with the terms thereof, except as such enforceability may be limited by public policy or applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights and subject to usual equitable principles if equitable remedies are involved.

D. The City and CRA shall cause to continue to be in effect those instruments, documents, certificates and events contemplated by this Agreement that are applicable to and the responsibility of the City and CRA.

E. The City and CRA shall not violate any applicable laws, ordinances, rules, regulations, orders, contracts, or agreements, or to the extent permitted by law, enact or adopt any ordinance, regulations or order or approve or enter into any agreement, that will result in this Agreement or any part hereof, or any other instrument contemplated, to be in violation thereof. Notwithstanding the foregoing, nothing in this Agreement shall require City to approve the proposed site plan and issue the Development Order and lack of approval shall not violate this Section 16.E, unless such denial or lack of approval is inconsistent with law.

F. The City and CRA shall discharge, vacate, or release any lien, encumbrance, easement, right-of-way or other property interest the City or CRA has or owns on or in the Property (other than those arising under this Agreement) on or before the Closing of this transaction; provided, that neither the City nor the CRA shall have any obligation to discharge, vacate or release any easement, right-of-way or other property interest that is necessary for the provision of public utility service to property other than the Property until replacement easements, right-of-way or other property interests are in place that will ensure no interruption of public utility service to property other than the Property.

G. The City and CRA represent that, to the best of their knowledge, the Property is not on any "Superfund" list under any applicable Environmental Law, nor is the Property currently subject to any lien related to any environmental matter. Except as specifically set forth herein, the City and CRA make no other representations or warranties, expressed or implied, concerning the environmental condition of the Property.

17. **Representations and Warranties of ONICX.** ONICX hereby represents and warrants the following to the City and CRA:

A. ONICX is a validly existing limited liability company under the laws of the State of Florida, has all requisite power and authority to carry on its business, to own and hold property, to enter into and perform its obligations under this Agreement and consents to service of process on its registered agent in Florida.

B. This Agreement and each document to which ONICX is or will be a party has been authorized and will be executed and delivered by ONICX and neither their execution and delivery, nor compliance with the terms and provisions: (i) requires the approval and consent of any other party, except as have been obtained or as specifically noted herein, (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on ONICX, or (iii) results in any default or the creation of any lien on the property or assets of ONICX which will have a material adverse effect on its ability to perform its obligations hereunder.

C. This Agreement and each document contemplated to which ONICX will be a party, will constitute a legal, valid and binding obligation of ONICX enforceable against ONICX in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect

which affect creditors' rights and subject to usual equitable principles if equitable remedies are involved.

D. To the actual knowledge of Dhvanit Patel, manager of ONICX, there is no suit, litigation or action pending or threatened against ONICX, which questions the validity of this Agreement or which will have a material adverse effect on its ability to perform its obligations hereunder.

E. During the period the obligations of ONICX are in effect, ONICX shall cause to continue to be in effect those instruments, documents, certificates and events contemplated by this Agreement that are applicable to and the responsibility of ONICX.

F. ONICX shall keep the CRA periodically updated on the status of the Development Order and Governmental Approvals upon request of the CRA.

18. **Default.** Prior to declaring a default hereunder, the non-defaulting party must provide the defaulting party with written notice and at least ten (10) days to cure such default; provided, however, if the default is of a nature that cannot be reasonably cured within such 10-day period, then the defaulting party shall be allowed a reasonable period of time to cure such default provided that it diligently commences the cure within the 10-day period and thereafter diligently undertakes and pursues such cure. Notwithstanding the foregoing, neither party shall be held in default of this Agreement for any delay or failure of such party in performing its obligations pursuant to this Agreement if such delay or failure is caused by Force Majeure as defined in Section 20. Notwithstanding the above, no prior notice or opportunity to cure need be provided if a party fails to close on the Property as and when required by Section 13.

In the event the CRA fails to comply with any of its obligations or conditions hereunder, ONICX shall have the right to (i) terminate this Agreement and receive the return of the Deposit; or (ii) pursue specific performance of this Agreement.

In the event ONICX should fail to consummate the transaction contemplated herein for any reason except for (i) any permissible reasons set forth herein or (ii) the default of the CRA, the CRA may demand Escrow Agent to pay the Deposit to the CRA, such sum being agreed upon as liquidated damages for the failure of ONICX to perform the duties, liabilities and obligations imposed upon it by the terms and provisions of this Agreement and because of the difficulty, inconvenience and uncertainty of ascertaining actual damages, and no other damages, rights or remedies shall in any case be collectible, enforceable or available to the CRA other than as provided in this paragraph. The CRA agrees to accept and take the Deposit as its total damages and relief hereunder in such event and shall have no other cause of action against ONICX; and without in any way limiting the generality of the foregoing, but in furtherance thereof, under no circumstances shall the CRA be entitled to specific performance as a remedy under this Agreement. It is the express intent of this paragraph that there shall be no personal liability whatsoever on the part of ONICX under this Agreement and only the Deposit may serve as security for any payment, including, without limitation, the Purchase Price; provided, however, that the liquidated damages limitation of this Section 18

shall in no way limit or obviate the indemnity of ONICX in favor of the CRA pursuant to Section 7 herein, which shall survive termination of this Agreement.

19. **Agreement to Run with Property.** This Agreement shall run with the Property and any portion thereof. This Agreement, and any amendments hereto, shall be binding upon and inure to the benefit of, and be enforceable by, the City, CRA and ONICX, and their respective successors and assigns; provided, however, that neither this Agreement or the Parking Lease Agreement shall be recorded in the public or official records of Polk County (see also Section 33 herein).

20. **Force Majeure.** Delays in performance due to: fire; flood; hurricane; tornado; earthquake; windstorm; sinkhole; unavailability or shortage of materials, equipment or fuel; war; declaration of hostilities; terrorist act; civil strife; strike; labor dispute; epidemic; archaeological excavation; act of God; or delays in governmental approvals not due to ONICX's actions or omissions, shall be deemed events of "Force Majeure" and such delays shall be excused in the manner herein provided. If a party is delayed in any work pursuant to this Agreement due to the occurrence of an event of Force Majeure, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such party is delayed. The party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating its anticipated duration. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the incurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

21. **Notice.**

A. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, sent via overnight delivery service (i.e. FedEx or UPS), or sent via email, addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this Section:

1. For the City and CRA: Alis Drumgo, CRA Manager, 228 S. Massachusetts Avenue, Lakeland, FL 33801- email to: Alis.Drumgo@lakelandgov.net; with copy to: Palmer Davis, Esq., Office of the City Attorney, City of Lakeland, 228 S. Massachusetts Avenue, Lakeland, FL 33801, email to: palmer.davis@lakelandgov.net.

2. For ONICX: Arjun Choudhary, 5600 Mariner St. Suite 140, Tampa, FL 33609, email to: arjunchoudhary@onicx.com; with copy to: (i) Scott Brown, Esq., Gunster, 401 E. Jackson Street – Suite 1500, Tampa, FL 33602, email to: sbrown@gunster.com; and (ii) via email only to Ali Wald at aliwald@onicx.com.

B. Each such notice shall be deemed delivered: on the date of delivery if by personal delivery; one business day after having been deposited with an overnight express courier; and on the date of email transmission if the email sent prior to 5 p.m. E.T. Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. E.T. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday. If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subsection.

C. Legal counsel for ONICX, the City or the CRA may deliver notices on behalf of their respective client pursuant to this Section 21.

22. **Assignment.** ONICX shall be entitled to assign its rights and obligations under this Agreement to an affiliated entity in which Dhvanit Patel (or an entity in which Dhvanit Patel is the majority member) is a majority member or manager, including but not limited to, a single-asset entity or joint venture entity. Any other assignment shall require the written consent of the CRA, which may be withheld or conditioned by the CRA in its sole discretion. ONICX shall provide notice of a permitted assignment to the CRA prior to the Closing; provided, however, that ONICX shall not be released from its obligations under this Agreement. The Notice of Assignment shall provide all information to the CRA sufficient for CRA to verify that the assignment is a permitted assignment under this Section. Upon any assignment, the rights and obligations contained herein shall be binding on successors in interest to the Property, and the terms and conditions of this Agreement shall bind and inure to the benefit of the parties hereto and any respective successors and assigns.

23. **City's Police Powers.** Nothing in this Agreement shall serve to affect or limit the City's police powers in the exercise of rezoning decisions or other governmental action associated with the proposed redevelopment of the Property or any development order associated therewith.

24. **Sovereign Immunity.** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of either the City's or the CRA's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's or the CRA's potential liability under state or federal law. As such, neither the City nor the CRA shall be liable under this Agreement for punitive damages or interest for the period before judgment. Further, neither the City nor the CRA shall be liable for any claim or judgment, or portion thereof, to any one person of more than Two Hundred Thousand Dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the City or CRA arising out of the same incident or occurrence, exceeds the sum of Three Hundred Thousand Dollars ($300,000.00). This Section shall survive termination of this Agreement.

25. **Resolving any Invalidity.** The City, CRA and ONICX hereby agree that in the event this Agreement or the economic incentives described herein are ever challenged by any person and held to be invalid by a court of competent jurisdiction, each will cooperate with the other, in good faith, to resolve the invalidity or pursue a valid alternative means to secure a substantially similar and equitable financial arrangement which the parties acknowledge was

the inducement for ONICX undertaking the Project. Notwithstanding anything in this Agreement to the contrary, in the event of any challenge to this Agreement or any portion thereof by a third party, including litigation, appeals, administrative actions or any other legal or equitable action, the affected dates for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days until such litigation, appeals, administrative action, or any other legal or equitable action has been fully resolved (including any applicable appeal periods).

26. **Amendments.** Except as otherwise provided in this Agreement, this Agreement may not be amended, supplemented, waived, or changed orally but only by a writing making specific reference to this Agreement signed by the party as to whom enforcement of any such amendment, supplement, waiver or modification is sought.

27. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

28. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal or unenforceable unless such holding of invalidity, illegality or unenforceability shall deprive a party of a material benefit to be realized under this Agreement or impose additional material costs upon a party, in which case the parties will attempt in good faith to negotiate a substitute provision that is valid, legal and enforceable and that preserves the material benefits of the Agreement to the parties and avoids the imposition of additional material costs upon the parties.

29. **Relationship.** This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture among City, CRA and ONICX. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that the other party hereto is not acting as a fiduciary for nor as an adviser to it in respect of this Agreement.

30. **Personal Liability.** No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of City, CRA or ONICX in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of ONICX, City or CRA hereunder.

31. **Exclusive Venue.** The parties agree that the exclusive venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall be in the state courts in Polk County, Florida or the federal district court in Tampa, Florida.

32. **JURY WAIVER.** EACH PARTY HEREBY COVENANTS AND AGREES THAT IN ANY LITIGATION, SUIT, ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS

CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT, AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO OF THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY THE OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

33. **Recording Memorandum of Agreement.** This Agreement nor the Parking Lease Agreement shall be recorded in the public records of Polk County, Florida; provided, however that a mutually acceptable memorandum thereof shall be prepared and approved by ONICX, the City and CRA during the Inspection Period. Upon request of ONICX, the City and CRA shall subordinate the provisions of this Agreement to ONICX's mortgage lender, except that any such subordination shall not materially diminish the rights or remedies available to the City or CRA under this Agreement, whether with respect to ONICX, ONICX's mortgage lender or any other successor or assign deriving its rights by or through ONICX. The parties shall agree to the form of the Subordination Agreement within the Inspection Period and shall timely process an amendment to this Agreement to attach such Subordination form as an exhibit. The City Attorney is authorized to execute such amendment, without further approval from the City or the CRA.

34. **Counterparts; Copies.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which shall together constitute one and the same instrument. Additionally, signed PDF's shall have the same force and effect as a signed original, and, in lieu of an original, any party hereto may use a photocopy of this Agreement in any action or proceeding brought to enforce or interpret any of the provisions contained herein.

35. **Language.** Whenever used in this Agreement: the singular form of a term or phrase shall include the plural and the plural of a term or phrase number shall include the singular, and the use of any gender shall include all genders where the context permits; references to Sections shall include all subsections (and other divisions) thereunder; the word "or" may be read "and," if the context permits or requires it; and the words "include," "includes," "including" shall be deemed to be followed by the phrase "without limitation."

36. **Attorney's Fees.** In any legal action or other proceeding (including, without limitation, appeals or bankruptcy proceedings) whether at law or in equity, which: arises out of, concerns, or relates to this Agreement, any and all transactions contemplated hereunder, the performance hereof, or the relationship created hereby; or is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

37. **Successors and Assigns.** All covenants, agreements, warranties, representations, and conditions contained in this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties to this Agreement.

38. **Waiver.** A failure to assert any rights or remedies available to a party under the terms of this Agreement shall not be deemed a waiver of such rights or remedies, and a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived its other rights or remedies.

39. **Construction of Agreement.** Each party acknowledges that all parties to this Agreement participated equally in the drafting of this Agreement and that it was negotiated at arm's length. Accordingly, no court construing this Agreement shall construe it more strongly against one party than another.

40. **Exhibits.** Any exhibits attached to this Agreement shall, by this reference, be incorporated into this Agreement.

41. **Further Action.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.

42. **Time.** Time is of the essence of all the provisions and terms of this Agreement.

43. **No Pledge of Full Faith and Credit**. Neither the CRA's nor the City's obligations hereunder constitute, nor shall they be deemed to constitute, a general obligation of City, nor do they constitute a pledge of the full faith and credit of the City within the meaning of the Constitution and laws of the State of Florida. They shall be binding obligations only to the extent that the CRA and City have funds available to meet them.

44. **Entire Understanding.** This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings or agreements made by and between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Acquisition and Redevelopment Agreement on the Effective Date set forth above.

CITY:

ATTEST:

CITY OF LAKELAND,
a Florida municipal corporation

By: _____
Kelly S. Koos, City Clerk

By: _____
H. William Mutz, Mayor
Date: _____

Approved as to form and correctness:

By: _____
Palmer C. Davis, City Attorney

CRA:

ATTEST:

Lakeland Community Redevelopment Agency

By: _____
Kelly S. Koos, City Clerk

By: _____
H. William Mutz, Chairman
Date: _____

Approved as to form and correctness:

By: _____
Palmer C. Davis, City Attorney

ONICX:

WITNESSES:

ONICX Investments II, LLC, a Florida limited liability company ("ONICX").

_____
Print Name: _____

By: _____
Print Name: _____
Title: _____
Date: _____ ____, 2022

_____
Print Name: _____

The undersigned Escrow Agent accepts the escrow created by the foregoing Agreement and acknowledges receipt of a wire transfer in the amount of the Deposit and agrees to act in accordance with the terms of this Agreement.

_____
Abel A. Putnam, Esq.

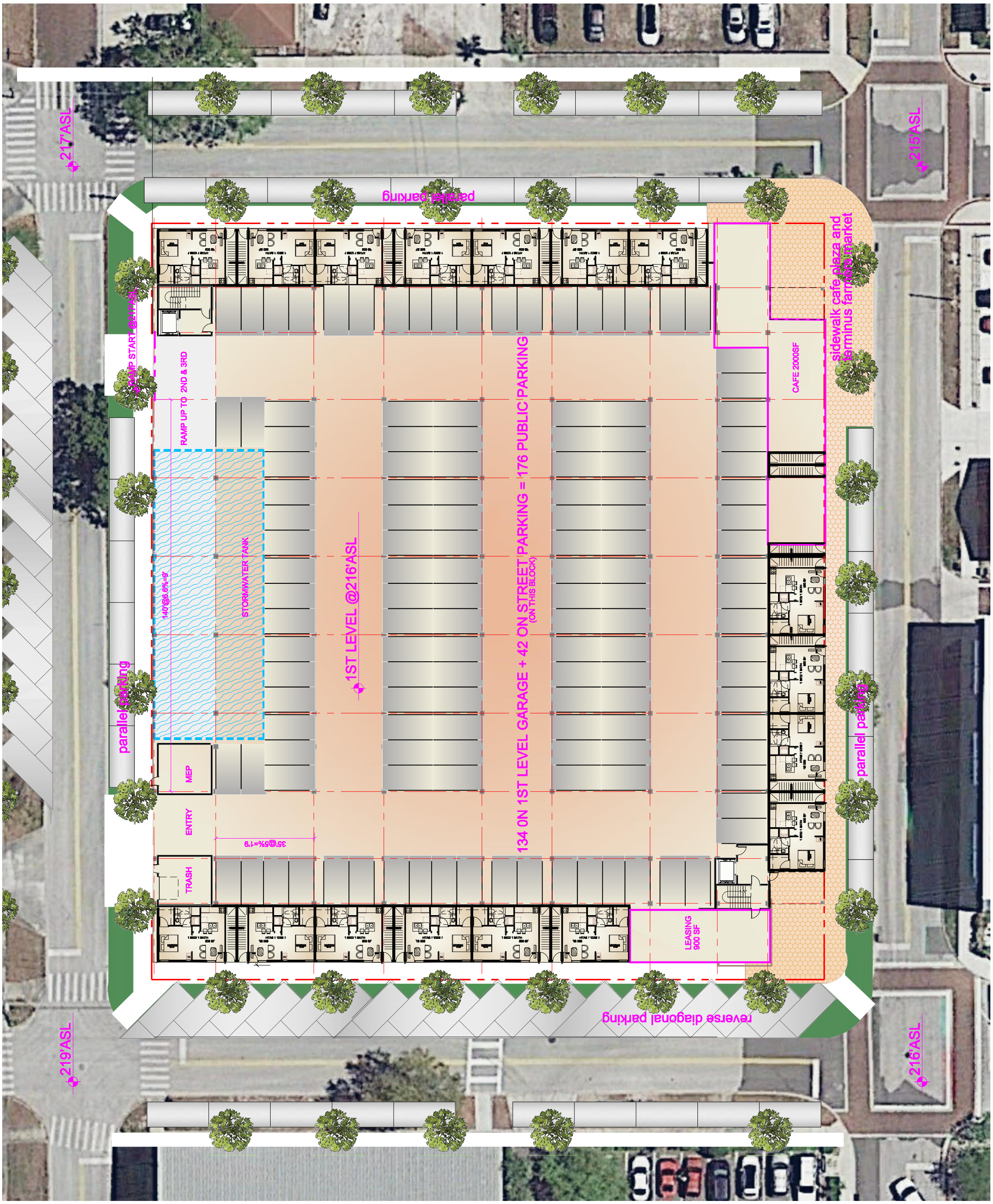
EXHIBIT A

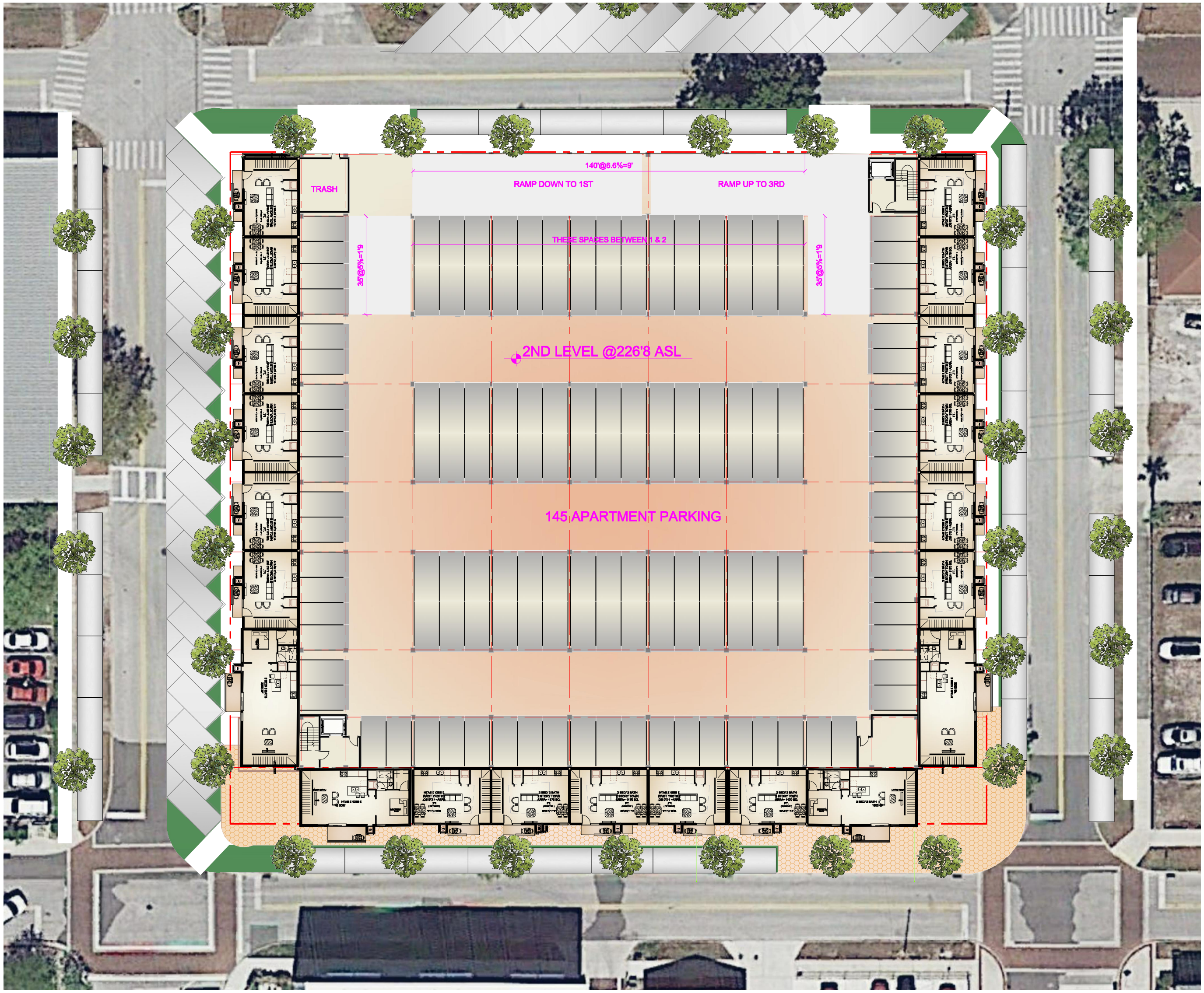
Legal Description of Property

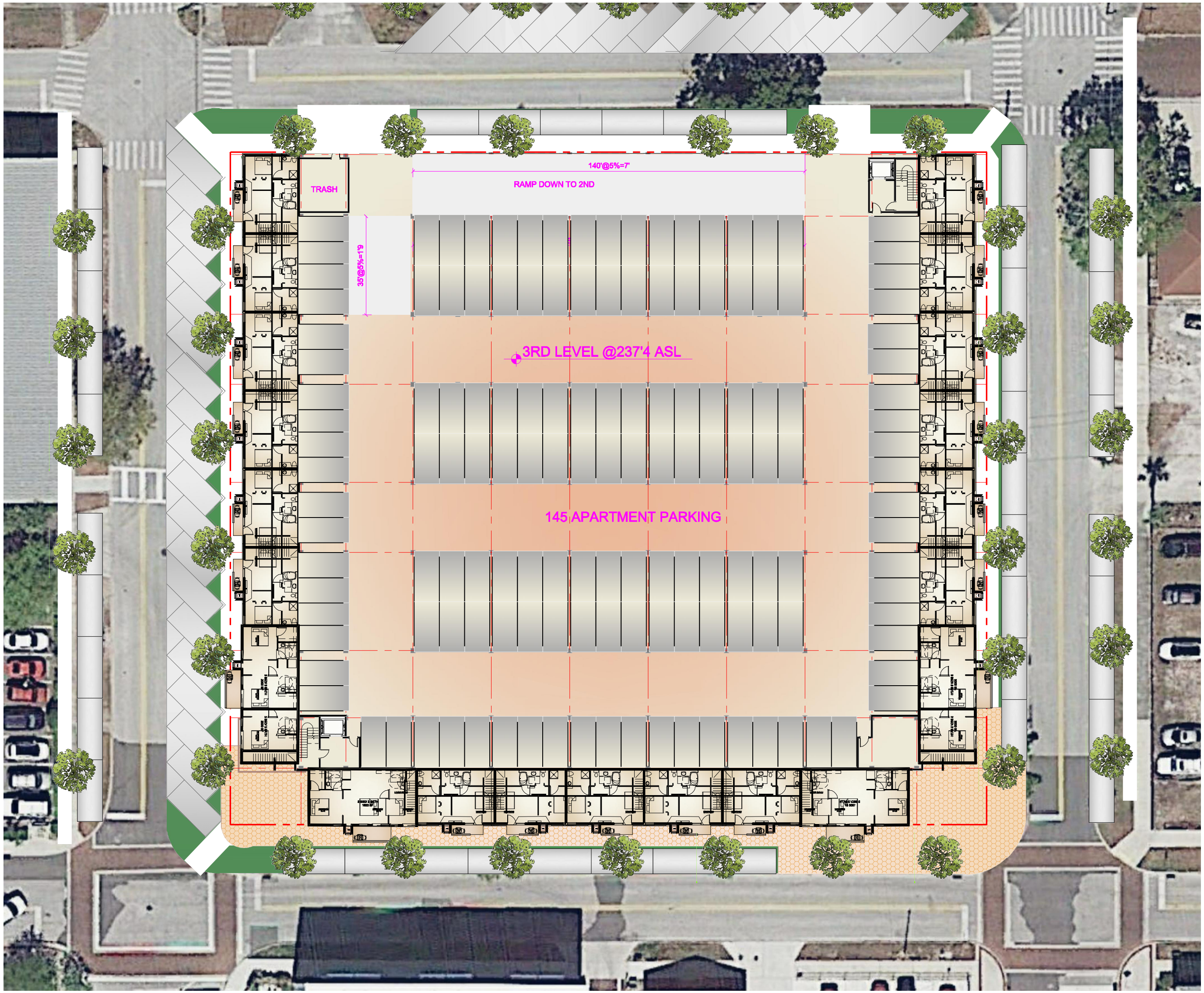
Parcel No. 24-28-18-203000-002010 by the Polk County Property Appraiser, the legal description of which is: SCHIPMANS SURVEY DB G PG 360, 361 BLK 2 LOTS 1 THRU 18 & 20 FT WIDE VACATED ALLEY LYING BETWEEN SAID LOTS

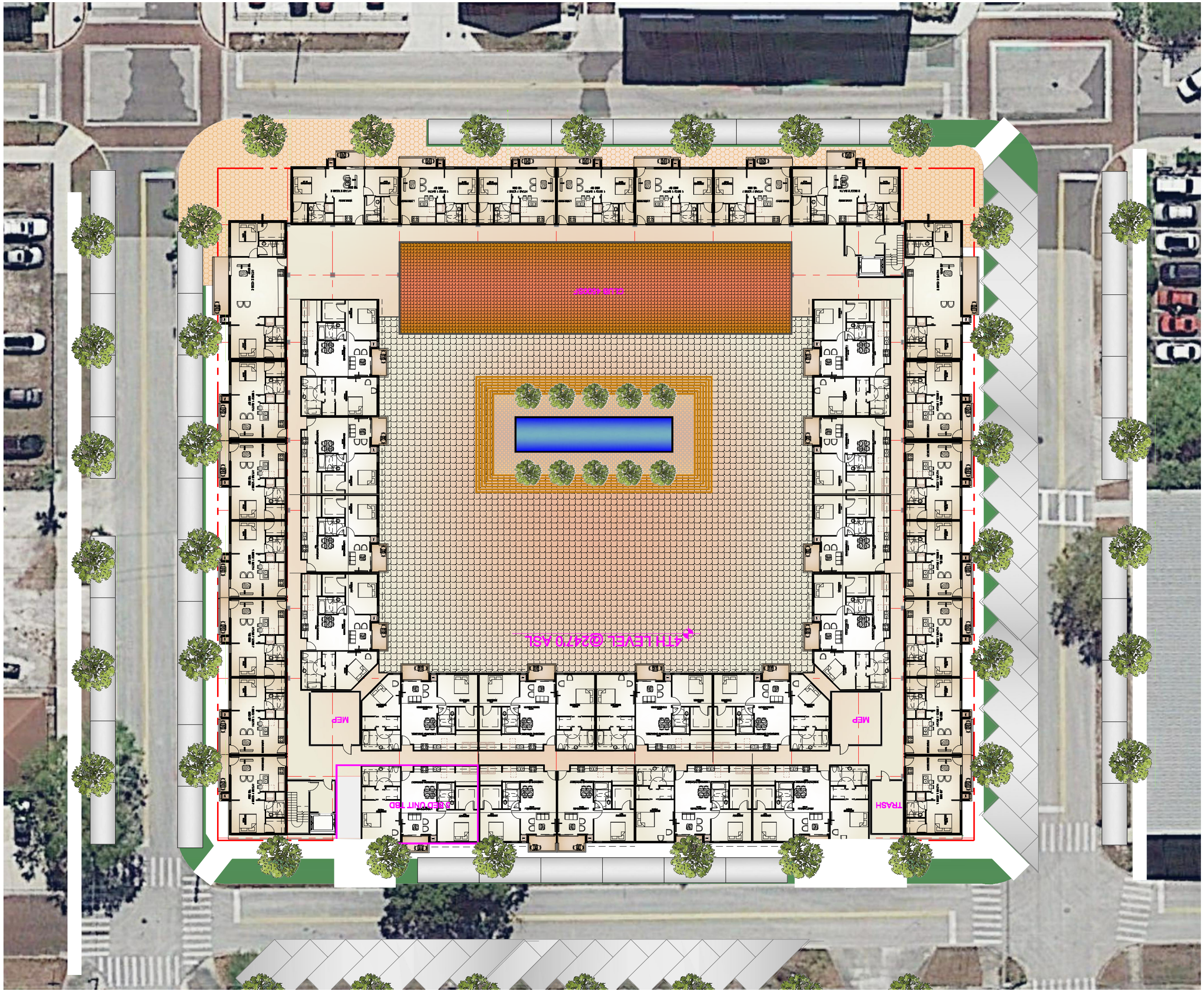
EXHIBIT B

Conceptual Site Plan




TRASH
140'@6.6%=9'
RAMP DOWN TO 1ST
RAMP UP TO 3RD
THESE SPACES BETWEEN 1 & 2
35'@5%=1'9
35'@5%=1'9
2ND LEVEL @226'8 ASL
145 APARTMENT PARKING


TRASH
140'@5%=7'
RAMP DOWN TO 2ND
35'@5%=1'9
3RD LEVEL @237'4 ASL
145 APARTMENT PARKING


4TH LEVEL @247'9 ASL
MEP
MEP
TRASH
GATED UNIT TOD

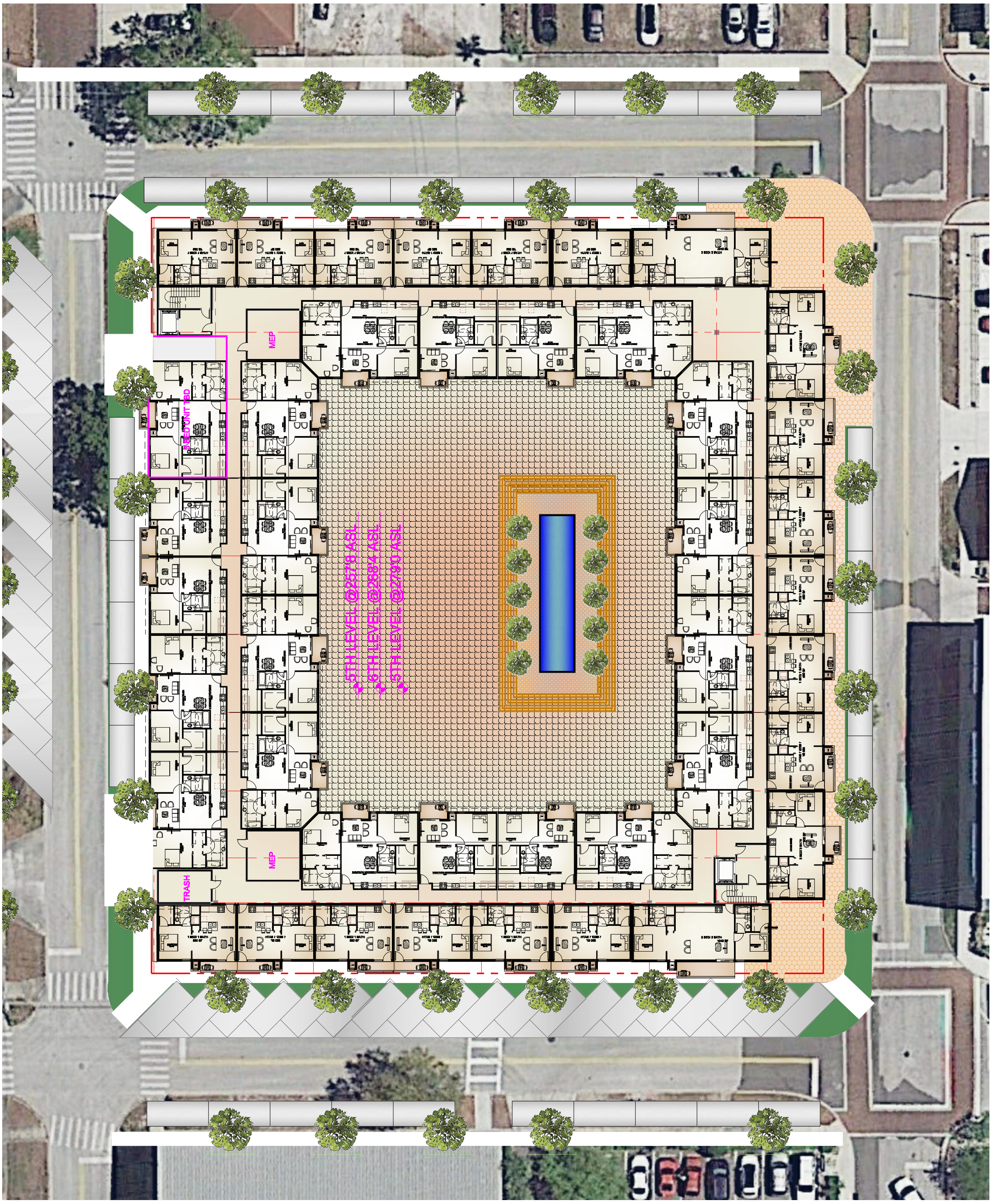

MEP
3 BED UNIT TBD
5TH LEVEL @2578 ASL
6TH LEVEL @2684 ASL
5TH LEVEL @2790 ASL
MEP
TRASH

EXHIBIT C
PARKING LEASE AGREEMENT

This Parking Lease Agreement ("**Lease Agreement**") is made and entered into this __ day of _____, 2022, by and between ONICX Investments II, LLC, a Florida limited liability company, whose address is 5600 Mariner St. Suite 140, Tampa, FL 33609 ("**ONICX**"), the Lakeland Community Redevelopment Agency, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (**"CRA"**) and the City of Lakeland, a municipal corporation of the State of Florida, whose address is 228 South Massachusetts Avenue, Lakeland, Florida 33801 ("**City**").

RECITALS:

WHEREAS, the CRA is the owner of the real property in Lakeland, Polk County, Florida described in the attached Exhibit "A," attached hereto and incorporated by reference (the "**Property**"); and

WHEREAS, the City, CRA and ONICX have entered into an acquisition and redevelopment agreement ("**Acquisition and Redevelopment Agreement**") dated _____, 2022, whereby ONICX agrees to purchase from CRA and CRA agrees to sell to ONICX the Property for the development of the Project described therein including no less than 200 multi-family units and a parking structure for approximately four hundred twenty-four (424) parking spaces ("**Total Parking Spaces**") within the Property, and subject to adjustment as provided in the Acquisition and Redevelopment Agreement (collectively, the "**Project**"); and

WHEREAS, the City and/or CRA have agreed, in the Acquisition and Redevelopment Agreement, to pay $1,100,000.00 ("**Public Parking Consideration**") by wire transfer to ONICX within three (3) business days after the issuance of a Certificate of Occupancy for the parking structure towards the costs of constructing the Total Parking Spaces provided that ONICX agrees to lease the City one hundred thirty-four (134) structured parking spaces of the Total Parking Spaces ("**Public Parking Spaces**," the final number of which shall be subject to final design, and, if reduced, shall result in an adjustment in the Public Parking Consideration as provided in the Acquisition and Redevelopment Agreement) on an exclusive basis for use twenty-four hours a day/seven days per week by the public or City's lessees or sublessees for the Lease Term (hereinafter defined) in accordance with and subject to the terms and provisions of this Lease Agreement;

NOW, THEREFORE in consideration of the covenants and provisions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ONICX, the CRA and City agree as follows:

1. Recitals. The foregoing Recitals are incorporated into this Lease Agreement by reference. Any capitalized term used herein and not otherwise defined shall have the meaning given thereto in the Acquisition and Redevelopment Agreement.

2. Lease of the Public Parking Spaces. ONICX hereby grants to the City an exclusive lease of the Public Parking Spaces during the Lease Term, subject to the terms and provisions of this Lease Agreement. The location, access and egress point of the Public Parking Spaces, and entry feature(s) for payment, shall be determined during the design and Governmental Approvals period.

3. Use of the Public Parking Spaces. The City may allow the exclusive use of the Public Parking Spaces by the public for the parking of passenger vehicles, and no other vehicles, during the Lease Term. ONICX may adopt, and modify from time to time, reasonable rules, regulations and restrictions, including, without limitation, those related to size and height, which are applied to all using the Public Parking Spaces ("**Parking Space Operating Rules and Regulations**"), subject to approval by the City, which approval shall not be unreasonably withheld. The Parking Space Operating Rules and Regulations shall apply to the City and to the public who use the Public Parking Spaces during the Lease Term. The City, its lessees or sublessees may charge for the public use of the Public Parking Spaces during the Lease Term (defined below) without exception.

4. Lease Term. The term of this Lease Agreement shall be for a period of twenty-five (25) years (the "**Lease Term**"). The Lease Term shall begin upon the date on which ONICX has completed construction of the Project and notified the City in writing that the Public Parking Spaces are ready for use by the public during the Lease Term ("**Lease Commencement Date**").

5. Fees. The City shall contribute and pay the Public Parking Consideration to ONICX pursuant to the Acquisition and Redevelopment Agreement as consideration for the lease of the Public Parking Spaces for public use during the Lease Term. Additionally, the City shall pay to ONICX an amount equal to seventy dollars ($70) per each of the Public Parking Spaces, per month, such payments to be made by the City in arrears on a quarterly basis within thirty (30) days of the City's receipt of an invoice from ONICX (collectively, the "**Lease Payment**"). Five percent (5%) Lease Payment escalations (cumulative) shall occur beginning on the fifth (5th) anniversary of the Lease Commencement Date, and on each succeeding fifth (5th) anniversary thereof (i.e., the tenth (10th), fifteenth (15th) and twentieth (20th) anniversary of the Lease Commencement Date).

6. Assignment and Sublease. ONICX shall not have the authority as a matter of right to assign any interest in this Lease Agreement or in the Public Parking Spaces, subject to the provisions of this Lease Agreement. The City shall have the right to assign or sublease any interest it may have in this Lease Agreement or in the Public Parking Spaces pursuant to the terms of this Lease Agreement and subject to the Parking Space Operating Rules and Regulations. Subject to the City's and CRA's rights under this Parking Lease Agreement, ONICX has the unfettered, absolute right to assign the Parking Lease in connection with a sale of the Property.

7. Default by ONICX. If ONICX fails to perform or fulfill any obligation under this Lease Agreement, ONICX shall be in default. Subject to any statute, ordinance or law to the contrary, ONICX shall have sixty (60) days from the date of written notice of default by the City to challenge or cure the default. In the event ONICX does not challenge or cure the alleged default, the City may at City's

option (a) cure such default at ONICX's sole cost and expense; or (b) seek all available legal or equitable remedies against ONICX as a result of such default.

8. Default by City. If City fails to perform or fulfill any obligation under this Lease Agreement or the Parking Space Operating Rules and Regulations, the City shall be in default. Subject to any statute, ordinance or law to the contrary, the City shall have sixty (60) days from the date of written notice of default by ONICX to challenge or cure the default. In the event City does not challenge or cure the alleged default within such sixty (60) day period, ONICX may at ONICX's option (a) cure such default at the City's sole cost and expense; or (b) terminate this Lease Agreement pursuant to Section 11.b below, in which event the Public Parking Spaces shall thereafter no longer be available for use by the City.

9. Early Termination; Surrender of Possession of Public Parking Spaces. Except as otherwise provided in this Lease Agreement, both parties must mutually agree in writing to an early termination of the Lease Agreement, at which time the City shall peaceably surrender the Public Parking Spaces to ONICX in as good condition as existed on the Lease Commencement Date, with the exception of reasonable wear and tear.

10. Maintenance, Operation and Repairs. Maintenance of the Public Parking Spaces will be the responsibility of ONICX. The City shall be responsible for the operation of the Public Parking Spaces.

11. Termination of Lease Agreement.

    a. **Early Termination of Lease Agreement.** Notwithstanding anything herein to the contrary, ONICX may not elect to terminate this Lease Agreement prior to the end of the Lease Term except in the event of a default by the City under this Lease Agreement and as provided in Section 11b. below. The City may elect to terminate this Lease Agreement without cause prior to the expiration of the Lease Term upon not less than one hundred eighty (180) days written notice to ONICX. Upon such early termination by the City, the City shall pay all amounts due to ONICX under this Lease Agreement through the termination date, and ONCX shall not be required to return or repay any portion of the Public Parking Consideration.

    b. **Termination for Cause**. ONICX may terminate this Lease Agreement by delivery of written notice identifying the cause for such termination ("**Notice of Termination For Cause**") to the City, in the event of an uncured default by City under Section 8 of this Lease Agreement (a "**Termination For Cause**"). In the event that ONICX delivers the Notice of Termination for Cause to the City, the City shall provide a written response to the Notice of Termination for Cause within five (5) business days after receipt of the Notice of Termination for Cause of its intent to cure the cause identified in the Notice of Termination for Cause and shall thereafter promptly, but in no event greater than fifteen (15) business days after the receipt of the Notice of Termination For Cause unless a longer period of time is approved by ONICX in writing, and diligently implement a cure of such cause to ONICX's reasonable satisfaction. ONICX shall reasonably cooperate with the City

(at no expense to ONICX) in its effort to cure any cause identified in a Notice of Termination For Cause. If the City does not seek to cure the cause or fails to cure the cause within fifteen (15) business days after the receipt of the Notice of Termination for Cause or such other period that may be approved by ONICX in writing, ONICX shall then appear before the City Commission at a regularly-scheduled meeting of the Commission to advise the City Commission of its intention to terminate the Lease upon the expiration of thirty (30) calendar days from the date of the City Commission meeting unless the City cures its default on or before the expiration of said thirty (30) calendar day period. If the City does not cure its default on or before the expiration of said thirty (30) calendar day period, ONICX may terminate this Lease Agreement by providing written notice of the termination of the Lease, which shall be effective the next business day after delivery of such notice ("**Lease Termination Date For Cause**") and ONICX shall not be required to return or repay any portion of the Public Parking Consideration or any other payments made by the City.

12. Indemnification. Subject to the monetary and other liability limits set forth in Fla. Stat. 768.28, the City agrees to defend, indemnify, and hold ONICX harmless from any and all claims alleging damage or injury caused to vehicles, personal property, or any person or persons arising out of or in connection with the use of the Public Parking Spaces during the Lease Term by the City or public, and hereby specifically agrees that ONICX shall not be responsible for any such damage or injury.

13. Insurance. The City self-insures for its general liability and automobile liability risk, subject to the principals of governmental immunity, and in accordance with Florida law.

14. Security and Responsibility for Loss. The City understands and acknowledges that ONICX is not required to and will not provide any security alarm system or other security for the Public Parking Spaces.

15. Notices.

A. All notices, requests, consents and other communications required or permitted under this Lease Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, sent via overnight delivery service (i.e. FedEx or UPS), or sent via email, addressed as follows or to such other addresses as any party may designate by notice complying with the terms of this Section:

1. For the City and CRA: Alis Drumgo, CRA Manager, 228 S. Massachusetts Avenue, Lakeland, FL 33801- email to: Alis.Drumgo@lakelandgov.net; with copy to: Palmer Davis, Esq., Office of the City Attorney, City of Lakeland, 228 S. Massachusetts Avenue, Lakeland, FL 33801, email to: palmer.davis@lakelandgov.net.

2. For ONICX: Arjun Choudhary, 5600 Mariner St. Suite 140, Tampa, FL 33609, email to: arjunchoudhary@onicx.com; with copy to: (i) Scott Brown, Esq., Gunster, 401 E. Jackson Street – Suite 1500, Tampa, FL 33602, email to: sbrown@gunster.com; and (ii) via email only to Ali Wald at aliwald@onicx.com.

B. Each such notice shall be deemed delivered: on the date of delivery if by personal delivery; one business day after having been deposited with an overnight express courier; and on the date of email transmission if the email sent prior to 5 p.m. E.T. Notwithstanding the foregoing, service by personal delivery delivered, or by email sent, after 5:00 p.m. E.T. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday. If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subsection.

C. Legal counsel for ONICX, the City or the CRA may deliver notices on behalf of their respective client pursuant to this Section 15.

16. Governing Law; Venue. Florida law shall govern the validity, enforcement, and interpretation of this Lease Agreement. The Parties acknowledge and agree that venue for any action arising hereunder shall lie in Polk County, Florida or the United States Middle District Court of Florida, Tampa Division.

17. Severability. Any provision of this Lease Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal or unenforceable unless such holding of invalidity, illegality or unenforceability shall deprive a party of a material benefit to be realized under this Lease Agreement or impose additional material costs upon a party, in which case the parties will attempt in good faith to negotiate a substitute provision that is valid, legal and enforceable and that preserves the material benefits of the Lease Agreement to the parties and avoids the imposition of additional material costs upon the parties.

18. No Waiver. The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder, at law or in equity, and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. No waiver shall be implied from any omission by a party to take action with respect to such default. No waiver of any provisions of this Lease Agreement shall be effective unless it is in writing signed by the party against whom it is asserted, and any such waiver shall only be applicable to the specific incident to which it relates and shall not be deemed to be a continuing or future waiver.

19. Time. Time is of the essence of this Lease Agreement.

20. Entire Agreement and Modifications. This Lease Agreement constitutes the entire understanding and agreement between the parties and shall not be changed, altered or modified, except by an instrument in writing signed by the party against whom enforcement of such change would be sought.

21. Costs of Enforcement. If any party brings an action against another party under this Lease Agreement, the prevailing party in the action shall be entitled to collect all of its costs of the action, including reasonable attorneys' fees, from the non-prevailing party.

22. Interpretation. All parties to this Lease Agreement have had significant and equal input in its drafting and preparation. No presumption shall arise that one or the other party had any greater role in such drafting and that thereby this Lease Agreement shall be interpreted against such party.

23. Effective Date. The effective date of this Lease Agreement shall be the date upon which the last of the parties hereto executes the document.

24. Memorandum. Pursuant to Section 33 of the Acquisition and Redevelopment Agreement, upon the request of the City or ONICX, a memorandum of this Lease Agreement may be recorded in the official records of Polk County, evidencing the existence of the Lease Agreement, the parties and the Lease Term, provided that no financial details or confidential terms shall be included.

25. Force Majeure. Delays in performance under the Lease Agreement due to: fire; flood; hurricane; tornado; earthquake; windstorm; sinkhole; unavailability or shortage of materials, equipment or fuel; war; declaration of hostilities; terrorist act; civil strife; strike; labor dispute; epidemic; archaeological excavation; act of God; or delays in governmental approvals not due to ONICX's actions or omissions, shall be deemed events of "Force Majeure" and such delays shall be excused in the manner herein provided. If a party is delayed in any work pursuant to this Agreement due to the occurrence of an event of Force Majeure, the date for action required or contemplated by this Agreement shall be extended by the number of days equal to the number of days such party is delayed. The party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating its anticipated duration. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the incurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed in their names intending to be fully bound hereby as of the date and year first above written.

(SIGNATURE BLOCKS ON FOLLOWING PAGE)

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

ONICX:

ONICX Investments II, LLC, a Florida limited liability company ("ONICX").

By: _____

Print Name: _____

Title: _____

Date: _____ ____, 2022

ATTEST:

By: _____
Kelly S. Koos, City Clerk

Approved as to form and correctness:

By: _____
Palmer C. Davis, City Attorney

CITY:

CITY OF LAKELAND,
a Florida municipal corporation

By: _____
H. William Mutz, Mayor
Date: _____

ATTEST:

By: _____
Kelly S. Koos, City Clerk

Approved as to form and correctness:

By: _____
Palmer C. Davis, City Attorney

CRA:

Lakeland Community Redevelopment Agency

By: _____
H. William Mutz, Chairman
Date: _____