

## CONSENT TO SUBLEASE

This CONSENT TO SUBLEASE (“**Consent**”), dated as of April 17, 2024 (the “**Effective Date**”), is entered into among the Governing Board of the St. Johns River Water Management District (“**District**”), LJF FPS, LLC, a Delaware limited liability company (“**Lessee**”) and RPJV, LLC, a Florida limited liability company (“**Sublessee**”) (collectively referred to herein as the “**Parties**” or, individually, a “**Party**”).

**WHEREAS**, Lessee and District are party to that certain Emeraldal Marsh Tract Lease entered into on April 21, 2016 (Contract #27623), as amended by the First Amendment to Emeraldal Marsh Tract Lease dated August 10, 2021, the Second Amended and Restated Emeraldal Marsh Tract Lease Agreement, dated June 15, 2023, and the Third Amendment to the Second Amended and Restated Emeraldal Marsh Tract Lease Agreement, dated February 8, 2024 (collectively, the “**Primary Lease**”), pursuant to which the District leased to Lessee certain Property (as such term is defined in the Primary Lease), the Property are more particularly described in the Primary Lease;

**WHEREAS**, Lessee and Sublessee intend to enter into a Sublease Agreement (the “**Sublease**”), pursuant to which Lessee will sublease to Sublessee the entire Property (the “**Subleased Premises**”);

**WHEREAS**, Lessee has requested that District consent to Lessee subletting the Subleased Premises to Sublessee; and

**WHEREAS**, the District has agreed to consent to the subletting on the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, ~~the receipt and sufficiency of which are hereby~~ acknowledged, the Parties agree as follows:

1. Consent to Subletting. The District hereby consents to the Sublease; provided however, notwithstanding anything contained in the Sublease to the contrary, such consent is granted by District only upon the terms and conditions set forth in this Consent. The Sublease is subject and subordinate to the Primary Lease. The District shall not be bound by any of the terms, covenants, conditions, provisions or agreements of the Sublease, except to the extent otherwise expressly agreed to in this Agreement. Notwithstanding the foregoing, the District hereby consents to Sublease under the terms and conditions set forth herein.
2. Sublease Subject and Subordinate to Primary Lease. The Sublease is subject and subordinate always to the Primary Lease. In the case of any conflict between the provisions of the Primary Lease and the provisions of the Sublease, the provisions of the Primary Lease will govern.
3. Insurance. At all times during the term of the Sublease, Sublessee shall maintain general liability insurance in the amount not less than \$1,000,000.00. The District, and any successors or assigns of the District, shall be named as an additional insured under such insurance. Reasonable proof of such insurance shall be provided to the District prior to the Sublessee accessing the Subleased Premises, and in any event, no later than ten (10) days after execution of this Consent to Sublease by the District. By January 30 of each year, Sublessee shall provide proof to the District that the requirements of this paragraph are met. Nothing herein supersedes the requirement in paragraph 13 of the Primary Lease that Lessee maintain similar insurance during the term of the Primary Lease.



4. Termination of Primary Lease. If at any time prior to the expiration or termination of the Sublease the Primary Lease expires or terminates for any reason, the Sublease will automatically and simultaneously terminate.

5. No Modification or Amendment. District's consent to the Sublease shall not be deemed in any way to modify or amend any of the terms or provisions of the Primary Lease.

6. Lessee's Continued Obligations Under the Primary Lease. Notwithstanding any structuring of obligations and responsibilities between Lessee and Sublessee pursuant to the terms of the Sublease, Lessee remains fully liable for the performance of all applicable obligations and responsibilities of the Lessee under the Primary Lease. District reserves the right to pursue all legal remedies available in the event of the Lessee's breach of the Primary Lease without regard to the performance or non-performance of the terms of the Sublease by the Sublessee. Furthermore, this consent by District shall not be deemed to be a waiver by District of its right to approve any other subletting.

7. Lessee and Sublessee Acknowledgements: Lessee and Sublessee acknowledge and agree that (a) neither the Primary Lease, the Sublease nor this Consent shall be deemed, nor are such documents intended, to grant to Sublessee any rights whatsoever against District; and (b) the Sublease imposes no obligations on District, and in no event shall District be deemed a party to the Sublease. Sublessee acknowledges and agrees that (i) its sole remedy for any alleged or actual breach of its rights in connection with the Sublease shall be solely against Lessee; and (ii) Sublessee is not a third-party beneficiary under the Primary Lease.

8. No Warranty by District: The District's consent to the Sublease is not a consent to any of the particular terms and conditions contained in the Sublease, is not a ratification of any of the terms thereof, is not a representation or warranty by the District as to any of the matters contained in the Sublease, and the District shall not be bound or estopped by any of the provisions thereof. The District is not a party to the Sublease and is not bound or obligated to perform any of the Lessee's Obligations contained therein, and neither the District's consent to the proposed transaction nor any of the transaction documents shall (a) modify, waive, impair or affect any of the provisions, covenants, agreements, terms or conditions contained in the Primary Lease, (b) waive any breach or default under the Primary Lease or the rights of the District against any party or person liable or responsible for the performance of the Primary Lease, (c) enlarge or increase the District's obligations under the Primary Lease, or (d) constitute an assumption by the District of any of the Lessee's Obligations under the Sublease.

9. Subletting. Sublessee shall not sublease or mortgage, pledge, or otherwise encumber all or any part of the Subleased Premises; nor shall Sublessee permit the Subleased Premises to be used or occupied by anyone other than the Sublessee, without the prior written approval of Lessee and District in each instance. If Lessee consents to a subletting of the Subleased Premises, no such subletting shall be or shall be deemed to be effective unless it has prior written approval from the District. Assignment of the Sublessee (by operation of law or otherwise) is prohibited.

10. Indemnification. Sublessee shall indemnify and hold the District harmless from and against any and all liability, claims, demands, fees, penalties, expenses, suits, proceedings, actions and causes of action, including reasonable attorneys' and related fees, for personal injury, property or other

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damage (reasonable wear and tear, force majeure and insured events, to the extent covered by insurance, excepted), public or private, to the extent they directly or indirectly arise or directly or indirectly result from the actions, activities or omissions of Sublessee, its employees, agents, contractors, consultants, invitees, or others affiliated with Sublessee, related in any way to the Sublease. Sublessee shall defend the District in any action for such claims at Sublessee's sole expense. Sublessee understands that this indemnity obligation includes any claims based on partial or sole negligence, action or inaction of Sublessee, or of Sublessee's employees, agents, contractors, consultants, invitees, or others affiliated with Sublessee, and that the District shall in no case be subject to financial expense or obligation as a result of this use, including alleged or actual negligence by the District, its officers and employees. Nothing in this Consent shall be construed as a waiver of the liability limits and procedural requirements of section 768.28, Florida Statutes.

11. Non-waiver of District Regulatory Authority. Nothing herein shall be construed as a waiver of, or contract with respect to, the regulatory and permitting authority of the District as it now or hereafter exists under applicable laws, rules and regulations.

12. Entire Agreement. This Consent contains the entire agreement of the Parties and may not be modified orally or in any manner other than by an agreement in writing signed by the Parties or their respective successors in interest.

13. Capitalized Terms. All capitalized terms not defined herein have the meaning given them in the Primary Lease.

14. Captions. Paragraph titles or captions contained in this Consent are inserted as a matter of convenience and reference and in no manner define, limit, extend, or describe the scope of the Consent.

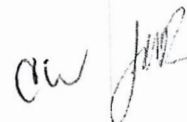
15. Governing Law. This Consent is to be construed in accordance with the laws of Florida without regard to the choice of law rules of that state.

16. Severability. If any term or provision of this Consent is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Consent or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Counterparts. This Consent may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Consent delivered by email is deemed to have the same legal effect as delivery of an original signed copy of this Consent.


18. Effective Date. For all purposes of this Consent, the Effective Date hereof shall mean the date when the last of the District, Lessee and Sublessee has executed the same, and that date shall be inserted at the top of the first page hereof.

[SIGNATURE PAGES FOLLOW]


A handwritten signature in black ink, appearing to be "CW" followed by a stylized name, possibly "J.M.", written in a cursive script.

IN WITNESS WHEREOF, the Parties have caused this Consent to be executed as of the Effective Date above.


**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, a public body existing under Chapter 373, Florida Statutes**

By:   
Michael A. Register, P.E.  
Executive Director

ATTEST:

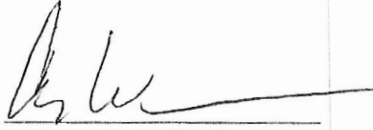
By:   
Erin Preston  
General Counsel

**For use and reliance only by  
St. Johns River Water Management District,  
Legal Form and Content Approved:**

By:   
Karen Ferguson, Sr. Asst. General Counsel  
Office of General Counsel

**LESSEE:**

LJF FPS, LLC

By: 

Name: Corey Warner

Title: C.F.O.

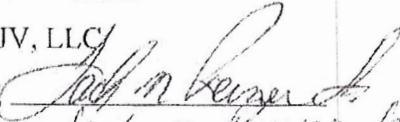
Date: 5-8-2024



**SUBLESSEE:**

RPJV, LLC

By:



Name:

JACK M KEINER Sr

Title:

President

Date:

5/8/24