



**Summary of Amendment Number 15 to Lease by and between  
City of Jacksonville and Jacksonville Jaguars, LLC  
7.21.21**

- [Proposed Legislation: Ordinance 2021-495](#)
- [Amendment Number 15 to Lease by and between City of Jacksonville and Jacksonville Jaguars, LLC](#)
  - Authorizes construction of a new sports performance center—phase 1 of the stadium of the future—on the site of the current natural grass practice fields northwest of the stadium. The purpose of the sports performance center is to enhance JFL's competitiveness within the NFL, thereby attracting additional fans to the Stadium and to Jacksonville in connection with NFL games; promote player health and safety; and create a new community asset that can be used for public purposes.
  - Sets the budget for the center at \$120,000,000, with the City's contribution capped at \$60,000,000 and the Jaguars responsible for all cost overruns and the Jaguars and the City sharing equally in any cost savings.
  - Appoints the Jaguars to serve as project manager in respect of construction of the City-owned facility and requires the Jaguars to construct the facility in accordance with all applicable laws regarding procurement.
  - Reduces the City's obligation to provide game day parking by the number of spaces on which the facility will be constructed.
  - Sets projected schedule that facility will open prior to 2023 season and establishes an outside completion date of no later than December 31, 2025.
  - Gives the City the right to approve any material modifications or changes to the line-item budget in excess of 10%.

- **Exhibit C: Sports Performance Center Lease**

- Leases the sports performance center from the City to the Jaguars, and relieves the City of its obligations to provide the team with football operations office, practice, meeting training and medical space within the stadium and to maintain such spaces
- Sets the lease term at 30 years with two 10-year options for extension, securing the Jaguars home of training and football operations in downtown Jacksonville through at least approximately 2053.
- Requires the Jaguars to repair and maintain the facility and to fund all capital improvements.
- Requires the Jaguars to pay all costs related to operation of the facility, including concessions, housekeeping, security and utilities.
- Gives the City the option to use the facility on the dates of certain City events in the stadium, such as the Florida-Georgia game, in coordination with the team, and then otherwise with prior notice to the team (so long as there is no conflict).

- **Exhibit G: Project Budget Draft**

- **Amended and Restated Lease Agreement: Multi-Use Covered Flex Field**

- Leases the sports performance center from the City to the Jaguars, and relieves the City of its obligations to provide the team with football operations office, practice, meeting training and medical space within the stadium and to maintain such spaces
- Sets the lease term at 30 years with two 10-year options for extension, securing the Jaguars home of training and football operations in downtown Jacksonville through at least approximately 2053.
- Requires the Jaguars to repair and maintain the facility and to fund all capital improvements.
- Requires the Jaguars to pay all costs related to operation of the facility, including concessions, housekeeping, security and utilities.
- Gives the City the option to use the facility on the dates of certain City events in the stadium, such as the Florida-Georgia game, in coordination with the team, and then otherwise with prior notice to the team (so long as there is no conflict).

1 Introduced by Council President at the request of the Mayor:  
2  
3

4 **ORDINANCE 2021-495**

5 AN ORDINANCE MAKING CERTAIN FINDINGS AND  
6 AUTHORIZING THE MAYOR, OR HIS DESIGNEE, AND  
7 CORPORATION SECRETARY TO EXECUTE AND DELIVER:

8 (1) AMENDMENT NUMBER 15 TO THE LEASE AMONG THE  
9 CITY OF JACKSONVILLE AND THE JACKSONVILLE  
10 JAGUARS, LLC ("JL") ("AMENDMENT 15") WHICH  
11 AMENDMENT 15 PROVIDES FOR: (1) THE DESIGN,  
12 CONSTRUCTION, OWNERSHIP, USE, MANAGEMENT,  
13 OPERATIONS, COSTS, AND FINANCING OF A SPORTS  
14 PERFORMANCE CENTER (THE "FACILITY"); AND (2)  
15 AMENDS AND RESTATES THE LEASE AGREEMENT BETWEEN  
16 THE CITY AND JL FOR THE USE, OPERATION AND  
17 MAINTENANCE OF THE COVERED FLEX FIELD;  
18 AUTHORIZING APPROVAL OF TECHNICAL AMENDMENTS BY  
19 THE MAYOR OR HIS DESIGNEE; AUTHORIZING THE  
20 BORROWING AND APPROPRIATION OF \$60,000,000.00 IN  
21 FUNDING FROM THE CITY'S COMMERCIAL PAPER  
22 FACILITY AND/OR ISSUE FIXED RATE DEBT IN ORDER  
23 TO PROVIDE FUNDING FOR THE CITY'S PORTION OF THE  
24 PROJECT; WAIVING PROVISIONS OF CHAPTER 126,  
25 (PROCUREMENT CODE), *ORDINANCE CODE*, WITH RESPECT  
26 TO THE PROJECT, AND TO ALLOW THE CITY TO DIRECTLY  
27 PURCHASE CERTAIN ITEMS SPECIFIED IN AMENDMENT  
28 15; ESTABLISHING REQUIREMENTS FOR ITEMS TO BE  
29 PURCHASED; WAIVING SECTION 123.102, (PUBLIC  
30 FEES), SUBSECTIONS (A), (B) AND (C) (FIRE AND  
31 RESCUE DEPARTMENT, PLANNING AND DEVELOPMENT

1 DEPARTMENT, PUBLIC WORKS DEPARTMENT), *ORDINANCE*  
2 *CODE*, TO WAIVE FIRE AND RESCUE DEPARTMENT,  
3 PLANNING AND DEVELOPMENT DEPARTMENT AND  
4 DEPARTMENT OF PUBLIC WORKS FEES IN CONNECTION  
5 WITH THE PROJECT; WAIVING CERTAIN PROVISIONS OF  
6 SECTION 320.409, (CONSTRUCTION REGULATIONS AND  
7 BUILDING CODES, GENERAL PROVISIONS, SCHEDULE OF  
8 PERMIT FEES) *ORDINANCE CODE*, FOR CITY RELATED  
9 PERMITTING FEES; WAIVING SECTION 656.147,  
10 (ZONING CODE, SUBPART D, ZONING EXCEPTIONS,  
11 VARIANCES AND WAIVERS, AMENDMENTS TO FINAL  
12 ORDER, APPEALS OF WRITTEN INTERPRETATIONS OF THE  
13 DIRECTOR AND APPEALS OF FINAL ORDERS OF THE  
14 COMMISSION, SCHEDULE OF FEES) *ORDINANCE CODE*, TO  
15 WAIVE CITY RELATED ZONING FEES; PROVIDING A  
16 STATEMENT OF INTENT TO COMPLY WITH TREASURY  
17 REGULATIONS; PROVIDING FOR OVERSIGHT OF THE  
18 CONSTRUCTION PROJECT BY THE DEPARTMENT OF PUBLIC  
19 WORKS AND THE CHIEF ADMINISTRATIVE OFFICER OF  
20 THE CITY; PROVIDING OVERSIGHT OF THE AGREEMENTS  
21 BY THE SPORTS AND ENTERTAINMENT OFFICE;  
22 PROVIDING AN EFFECTIVE DATE.

23  
24 **WHEREAS**, the City of Jacksonville (the "City") is the owner of  
25 that certain facility currently known as "TIAA Bank Field," and the  
26 City leases TIAA Bank Field to the Jacksonville Jaguars, LLC ("JJL"),  
27 for its operation of the Jacksonville Jaguars NFL football team and  
28 other businesses using the facility, pursuant to the terms and  
29 conditions set forth in that certain lease between the parties, as  
30 amended (the "Lease"); and

31 **WHEREAS**, JJL desires and the City has agreed for JJL to construct



1 on behalf of the City the Sports Performance Center (the "Facility"),  
2 to be owned by the City and leased to JJL, or its subsidiary, comprised  
3 of an approximately 127,087 square foot facility to be used in part  
4 for executive offices, coaches offices, football support offices,  
5 scouts offices, equipment room, meeting rooms, weight training and  
6 medical facilities, an indoor practice field, and two outdoor natural-  
7 grass fields, with approximately 2,300 seat bleachers, a team store,  
8 concession facilities and other ancillary improvements as further  
9 described in Amendment 15 (collectively, the "Project"); and

10 **WHEREAS**, JJL and the City desire to construct the Project, as  
11 contemplated by Amendment 15; and

12 **WHEREAS**, upon substantial completion of the Project, the lease  
13 terms set forth in Amendment 15 for the use, maintenance and operation  
14 of the Facility shall become operative, which terms authorize an  
15 initial 30-year term, with two (2) ten (10) year extension options,  
16 with all maintenance and repair obligations the responsibility of the  
17 tenant; and

18 **WHEREAS**, the estimated cost of the Project is One Hundred Twenty  
19 Million Dollars (\$120,000,000), of which the City Contribution will  
20 be the lesser of one half of the costs of the Project or the not-to-  
21 exceed amount of Sixty Million Dollars (\$60,000,000) (the "City  
22 Contribution") with JJL's contribution anticipated to be \$60,000,000  
23 (the "JJL Contribution"), with JJL being responsible for all cost  
24 overruns, and any project savings being shared equally between JJL  
25 and the City, and the City agrees to provide the initial funding for  
26 the City Contribution from the issuance of fixed-rate debt and/or  
27 from its Commercial Paper Facility (the "Notes"), pursuant to the  
28 terms and conditions set forth in Amendment 15; and

29 **WHEREAS**, City intends to refinance the Notes with fixed rate  
30 debt; now therefore

31 **BE IT ORDAINED** by the Council of the City of Jacksonville:

1           **Section 1. Findings.** It is hereby ascertained, determined,  
2 found and declared as follows:

3           (a) The recitals set forth herein are true and correct.

4           (b) The Project will greatly enhance the City and otherwise  
5 promote and further the municipal purposes of the City.

6           (c) The authorizations provided by this Ordinance are for  
7 public uses and purposes for which the City may use its powers as a  
8 consolidated municipal and county political subdivision of the State  
9 of Florida and may expend public funds, and the necessity in the  
10 public interest for the provisions herein enacted is hereby declared  
11 as a matter of legislative determination.

12           **Section 2. Execution of Agreements.** The Mayor, or his  
13 authorized designee, and Corporation Secretary are hereby authorized  
14 to execute and deliver (a) an Amendment 15 to Lease by and among the  
15 City of Jacksonville and J JL, substantially in the form **On File** with  
16 the Legislative Services Division, and (b) an Amended and Restated  
17 Covered Flex Field Lease agreement between the City and J JL  
18 substantially in the form **On File** with the Legislative Services  
19 Division, with such "technical" changes as herein authorized.  
20 Amendment 15 and the Amended and Restated Covered Flex Field Lease  
21 are collectively referred to as the "Agreements".

22           The Agreements may include such additions, deletions and changes  
23 as may be reasonable, necessary and incidental for carrying out the  
24 purposes thereof, as may be acceptable to the Mayor, or his designee,  
25 with such inclusion and acceptance being evidenced by execution of  
26 the Agreement by the Mayor or his designee. No modification to the  
27 Agreement may increase the financial obligations or the liability to  
28 the City and any such modification shall be technical only and shall  
29 be subject to appropriate legal review and approval of the Office of  
30 General Counsel and all other appropriate action required by law.  
31 "Technical" is herein defined as including, but not limited to,

1 changes in legal descriptions and surveys, descriptions of  
2 infrastructure improvements and/or any road project, ingress and  
3 egress, easements and rights of way, performance schedules (provided  
4 that no performance schedule may be extended for greater than one year  
5 without Council approval), design standards, access and site plan,  
6 which have no financial impact.

7           **Section 3.           Authorizing the Borrowing and Appropriation of**  
8 **Funds.** The City is hereby authorized to borrow under its Commercial  
9 Paper Program and/or issue fixed-rate debt in the cumulative, maximum  
10 amount of \$60,000,000 and such funds are hereby appropriated to fund  
11 the Project as set forth in Amendment 15. The authorization set forth  
12 in this Section is subject to the requirements and prerequisites of  
13 the Commercial Paper Program and/or bond programs.

14           **Section 4.           Chapter 126 (Procurement Code), Ordinance Code**  
15 **Waived.** The provisions of Chapter 126, Ordinance Code, are hereby  
16 waived for the Project, except that this section shall not waive any  
17 portion of Chapter 126, Ordinance Code, pertaining to the Jacksonville  
18 Small Emerging Business Program. Further, the City is authorized to  
19 purchase directly certain items specified in the pricing proposals  
20 for the construction materials and improvements for the Project. Said  
21 items to be purchased shall be determined by the Chief of Procurement  
22 with the advice of the Director of Public Works in accordance with  
23 Section 5 of this Ordinance.

24           **Section 5.           Requirements for Items to be Purchased.** Whenever  
25 items to be used in such construction projects are to be purchased  
26 directly by the City pursuant to this Ordinance, the following  
27 requirements shall be met:

28           (a) The purchase shall be in the City's name with ownership of  
29 such items upon receipt vested in the City; and

30           (b) The purchase shall be by a City Purchase Order or other  
31 City document and shall be directly funded by the City; and

1 (c) The vendor/supplier shall invoice the City directly for  
2 payment which shall be made directly by the City to the  
3 vendor/supplier; and

4 (d) The City's Purchase Order or other document shall clearly  
5 state the purchase is exempt from Sales Tax pursuant to the City's  
6 Sale and Use Tax Exemption Certificate; and

7 (e) The City may provide Builders Risk Insurance to protect  
8 against the loss of such items and to evidence the City's liability  
9 therefore, or alternatively may require JJL's contractor to provide  
10 insurance naming the City as the additional insured and direct loss  
11 payee; and

12 (f) Acknowledgement of receipt of the item and approval of  
13 payment shall be documented by an official of the City or an  
14 authorized agent of the City.

15 **Section 6. Section 123.102 (Public Fees), Subsections (a)**  
16 **(Fire and Rescue Department), (b) (Planning and Development**  
17 **Department), and (c) Public Works Department), Ordinance Code Waived.**

18 The City hereby waives the provisions of Sections 123.102(a), (b) and  
19 (c), *Ordinance Code*, for any Fire and Rescue, Planning and  
20 Development, and Public Works fees related to the Project.

21 **Section 7. Section 320.409 (Constructions Regulations and**  
22 **Building Codes, General Provisions, Schedule of Permit Fees),**  
23 **Ordinance Code Waived.** The City hereby waives the provisions of

24 Section 320.409, *Ordinance Code*, for any City imposed permit fees  
25 related to the Project that may be lawfully waived.

26 **Section 8. Section 656.147 (Zoning Code, Subpart D, Zoning**  
27 **Exceptions, Variances and Waivers, Amendments to Final Order, Appeals**  
28 **of Written Interpretations of the Director and Appeals of Final orders**  
29 **of the Commission, Schedule of Fees), Ordinance Code Waived.** The

30 City hereby waives the provisions of Section 656.147, *Ordinance Code*,  
31 for any City imposed zoning fees related to the Project.

1           **Section 9. Treasury Regulation Compliance.** Pursuant to  
2 Amendment 15 relating to the Project, JJL is making the JJL  
3 Contribution towards the cost of construction of the Project. The  
4 JJL Contribution is currently expected to be approximately \$60  
5 million, as the same may be modified by Amendment 15. The City hereby  
6 expresses its official intent pursuant to Treasury Regulation section  
7 1.141-4(c)(3)(v) that such JJL Contribution will be allocated to  
8 costs of the Project funded by equity.

9           **Section 10. Oversight Department.** The Department of Public  
10 Works and the Chief Administrative Officer shall oversee the  
11 construction project described herein.

12           **Section 11. Contract Manager.** The Division of Sports and  
13 Entertainment will oversee the Agreements referenced herein.

14           **Section 12. Effective Date.** This Ordinance shall become  
15 effective upon signature by the Mayor or upon becoming effective  
16 without the Mayor's signature.

17  
18 Form Approved:

19  
20       /s/      John Sawyer      

21 Office of General Counsel

22 Legislation Prepared By: John Sawyer

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**AMENDMENT NUMBER 15 TO LEASE BY AND BETWEEN  
CITY OF JACKSONVILLE AND JACKSONVILLE JAGUARS, LLC**

This Amendment Number 15 to Lease (this "Amendment") is made effective as of this \_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date") by and between the City of Jacksonville, a consolidated municipal and county political subdivision of the State of Florida (the "City"), with a principal business address of 117 West Duval Street, Suite 400, Jacksonville, Florida 32202, Attention: Mayor; and Jacksonville Jaguars, LLC, a Delaware limited liability company ("JJL") and successor by way of assignment to Jacksonville Jaguars, Ltd., with a principal business address of 1 TIAA Bank Field Drive, Jacksonville, Florida 32202, Attention: President.

**RECITALS:**

A. The City and JJL have entered into that certain lease dated as of September 7, 1993, as amended or otherwise modified from time to time and as more particularly described in Exhibit A attached hereto (the "Lease") for the lease of the Stadium and certain surrounding areas, including the Practice Area and the Practice Facility.

B. On December 11, 2015, the City, JJL and Bold Events, LLC ("Event Company") entered into that certain Amendment Number 14 to Lease by and between the City, JJL and Event Company ("Amendment 14"), as authorized by City Ordinance 2015-781-E. Amendment 14 authorized certain improvements and renovations to TIAA Bank Field, as well as the construction of an Amphitheater and Covered Flex Field. The parties desire to amend Amendment 14 as set forth herein, for the purposes of removing the authority of JJL to cause the construction of the Marquees, and to authorize use of the ticket and parking surcharges to maintain, repair and improve the Sports and Entertainment Complex Digital Sign authorized by City Ordinance 2017-804-E, as previously constructed by the City (the "Digital Sign").

C. City and JJL desire to remove the portion of the Practice Area and Lot R, as shown on Exhibit B attached hereto and incorporated herein by this reference (the "Sports Performance Center Site"), from the definition of the Demised Premises and Parking Facility under the Lease and revise the remainder of the Lease accordingly to allow for the construction of a sports performance center (the "Sports Performance Center"), and thereby reducing the City's obligation to provide unstacked surface parking spaces from not less than 6,400 hundred to not less than 6,269. JJL desires to construct, and the City desires to authorize the construction of, the Sports Performance Center, for the purpose of, among other things: (i) enhancing JJL's competitiveness within the NFL, thereby attracting additional fans to the Stadium and to Jacksonville in connection with NFL games, (ii) promoting player health and safety and (iii) creating a new community asset that can be used for public purposes.

NOW, THEREFORE, in consideration of the mutual promises herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each party, the City and JJL agree as follows:

1. Recitals and Definitions. The above recitals are true and correct and are incorporated herein by this reference. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Lease.

a. "2021 Improvements" means, the Sports Performance Center and improvements contemplated by the 2021 Improvements Plan, and all activities related thereto, including, but not limited to planning, designing, permitting and licensing, testing, architectural and engineering services, expediting, acquiring, insuring, constructing, renovating and improving, but specifically excluding the 2021 Improvements Excluded Activities.

b. “2021 Improvements Excluded Activities” means the activities of any “program manager”, professional advisor, consultant and/or outside legal counsel retained to advise the City or any of its agents or representatives.

c. “2021 Improvements Costs” means all costs, fees and expenses actually incurred by JJJL or the City, and procured in compliance with the terms of this Amendment and applicable laws, in connection with the 2021 Improvements as described in this Amendment (including, without limitation, the fees and expenses of all architects and other professionals engaged by JJJL, as project manager, to provide services in respect of the 2021 Improvements, but specifically excluding all internal general and administrative costs incurred by JJJL or the City, and all costs, fees and expenses incurred in connection with the 2021 Improvements Excluded Activities.

d. “2021 Improvements Financial Instruments” means any and all bonds, notes, letters of credit, commercial paper and/or other instruments issued by the City to fund all or any portion the City Contribution on an interim or permanent basis.

e. “2021 Improvements Plan” means the design plans for the 2021 Improvements which is attached hereto as Exhibit B, as such design plans may be modified from time to time in accordance with Section 4. The 2021 Improvements Plan includes, for each portion of the improvements, the floor plans, the massing and orientation relative to the Stadium, the approximate size, the structure, and the interior design theme, but does not include schematic or design drawing documents.

f. “2021 Improvements Project Schedule” means the schedule established by JJJL for the 2021 Improvements.

g. “Budget” means the budget for the 2021 Improvements as prepared by JJJL and approved by the City Representative (such approval not to be unreasonably withheld or delayed), as it may be amended from time to time, provided that the approval of the City Representative shall be required for any change in the amount of a line item in any previously approved Budget that exceeds 10%.

h. “City Contribution” means the City’s aggregate cash contribution towards the 2021 Improvements Costs, as determined in accordance with this Amendment. The City Contribution shall be an amount not to exceed \$60,000,000. The City Contribution is subject to the lawful appropriation therefor by the City Council, which approval shall be an express condition of the obligations of JJJL and the City under this Amendment.

i. “City Representatives” means the City’s Chief Administrative Officer and the Director of Public Works (or each such person’s respective successor or assignee).

j. “City Working Day” means any day other than a City holiday, Saturday, Sunday or other day on which City business offices are not open for business pursuant to law, ordinance or executive order.

k. “Estimated Project Cost” means, as of the Effective Date, \$120,000,000.

l. “Interim Financing” means any and all interim financing arrangements entered into by the City in its sole and absolute discretion to provide funding for the City Contribution prior to the receipt of proceeds from the issuance of the 2021 Improvements Financial Instruments.

m. “Governmental Requirement” means any generally applicable permit, law, statute, code, rule, regulation, ordinance, order, judgment, decree, writ, injunction, franchise or license of any governmental, quasi-governmental and/or regulatory national, state, county, city or other local entity with jurisdiction over the Sports Performance Center Site or the Sports Performance Center to be constructed thereon, including, without limitation, the Jacksonville Downtown Development Review Board. Governmental Requirements shall include all generally applicable, relevant, or appropriate Florida Statutes and City of Jacksonville Ordinances including, without limitation, any regulation found in Florida Administrative Code; and all Florida Statutes, City of Jacksonville Ordinances and regulations or rules now existing or in the future enacted, promulgated, adopted, entered, or issued, whether by any national, state, county, city or other local entity, both within and outside present contemplation of the respective parties to this transaction.

n. “JIL Contribution” means JIL’s aggregate cash contribution towards the 2021 Improvements Costs. As of the Effective Date, the amount of the JIL Contribution is expected, based on the Estimated Project Cost, to be approximately \$60,000,000.

o. “Sports Performance Center” means the football field and football operations and training buildings, as more particularly shown on Exhibit B.

p. “Sports Performance Center Lease” means the Lease Agreement (Jacksonville Sports Performance Center) attached hereto as Exhibit C.

q. “Substantially Complete” means that a temporary certificate of occupancy has been obtained and that all of the work to construct the 2021 Improvements is substantially complete pursuant to the construction drawing documents prepared with respect to the approved construction plans and building permits issued with respect to the 2021 Improvements and consistent with the 2021 Improvements Plan, as evidenced by a certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof) from JIL’s architect.

r. “Total Project Cost Overruns” means the amount equal to the positive difference, if any, between (x) the 2021 Improvements Costs and (y) the Estimated Project Cost.

s. “Total Project Cost Savings” means the amount equal to the positive difference, if any, between (x) the Estimated Project Cost and (y) the 2021 Improvements Costs.

2. Revisions to Amendment 14 of Lease. The following changes are hereby made to Amendment 14 of the Lease:

a. Paragraph 7(g) of Amendment 14 regarding the construction of up to three video board marquees is hereby deleted in its entirety.

b. Paragraph 8 of Amendment 14 regarding repairs, maintenance and improvements of the Covered Flex Field and Amphitheater is hereby deleted in its entirety and replaced with the following language:

“8. Repairs, Maintenance and Improvements of the Covered Flex Field and the Amphitheater. The City shall deposit any ticket or parking surcharges applied to tickets or parking passes for applicable events held at the Amphitheater and/or the Covered Flex Field into subsequently created enterprise funds for each of the Amphitheater and Covered Flex Field (or other, to be created funds of the City (collectively, the “Enterprise Fund”)) that will be used solely



to maintain, repair and improve the Amphitheater, the Digital Sign (as authorized by Ordinance 2017-804-E, which shall be maintained and repaired solely by the City using monies from the Enterprise Fund and/or funds available in the Sports Complex Maintenance Enterprise Fund) and/or the Covered Flex Field. On or prior to the end of October and April during each year, the City shall advise JLL as to the total ticket and parking surcharges collected during the immediately preceding 6 completed months in respect of events at the Covered Flex Field, and shall advise the Event Company as to the total ticket and parking surcharges collected during the immediately preceding 6 completed months at the Amphitheater, and within one month thereafter, JLL shall make, or cause to be made, an additional rent payment in an amount equal to the surcharges collected from the Covered Flex Field, and the Event Company shall make, or cause to be made, an additional rent payment in an amount equal to the surcharges collected from the Amphitheater, into the applicable Enterprise Fund, to be used solely for repairs, maintenance and improvements to the Amphitheater, the Digital Sign and the Covered Flex Field consistent with the terms of this Amendment. Such rent payable to the Enterprise Fund in accordance with this Section 8 may not be withheld by JLL or the Event Company as a result of a City default under the Lease. For purposes of clarity, the ticket and parking surcharges in respect of the Amphitheater and Covered Flex Field shall not be commingled with the ticket and parking surcharges in respect of the Stadium. Notwithstanding the foregoing, in the event there are ongoing surpluses in the Enterprise Fund, JLL and the City may mutually agree in writing from time to time to transfer funds from the Enterprise Fund to the City's Sports Complex Capital Maintenance Enterprise Fund, Section 111.136, Ordinance Code. The initial amount of the ticket surcharge on each paid ticket shall be equal to the ticket surcharge charged for concerts at Jacksonville Veterans Memorial Arena, as established by City Council, but no higher than an initial amount of \$2.60 on each paid ticket, which is the amount established by City Council as of October 1, 2021. The initial amount of the parking surcharge shall be applied at the rate of \$1.30 per paid parking pass which is the amount established by City Council as of October 1, 2021. City may increase the ticket and parking surcharges annually by an amount not to exceed the lesser of (A) 4% and (B) the increase in CPI for the 12-month period ended September 30<sup>th</sup> of the previous year times one-half of the maximum amount of the ticket and parking surcharge in the preceding year. For purposes of clarity, City shall not apply any parking surcharges in connection with its use of the Amphitheater."

c. Paragraph 10(f)(ix) of Amendment 14 is hereby deleted in its entirety and replaced with the following language:

"(ix) Zoning; Signs. Nothing in this Amendment shall be deemed a waiver by the City of any ordinance code relating to the 2015 Improvements including, but not limited to, that certain signage ordinance codified in Chapter 326, Ordinance Code, Chapter 656, Part 13, and the City's charter (the "City Sign Ordinance")."

3. Amending the Lease to Remove the Sports Performance Center Site and Lot R from the Demised Premises Under the Lease; Agreement to Remove the Number of Spots in Lot H from the Demised Premises Under the Lease (if necessary). Pursuant to this Amendment, the City and JLL are removing Lot R and the Sports Performance Center Site from the definition of the Demised Premises and Parking Facility effective as of the date of the Term Commencement Date (as such term is defined in the Sports Performance Center Lease), and thereafter the Sports Performance Center Site and Lot R shall be governed by the terms of the Sports Performance Center Lease. In addition, as of the commencement of the construction on the Sports Performance Center Site, any Parking Lot Signs and Parking Lot Fixed Signs authorized by the Lease and located within Lot R will be removed from Lot R by JLL whereupon the same shall be deemed to be deleted from the Lease. For the purposes of clarity, as of the Term Commencement Date, the Lease will be deemed to be further amended as necessary to reflect the intent of the parties for the Sports Performance Center Site to be governed by the terms of the Sports Performance Center Lease. The City's

obligation to provide the Parking Facility shall be reduced from approximately 6,400 unstacked parking spaces to 6,269 unstacked parking spaces. If the number of parking spaces or the City's rights to those spaces in the development project are not sufficient for the City to meet any of its Pre-Existing Rights or its obligations under the Lease, JJL, at its cost, will provide the City with access to parking spaces in areas proximate to the Stadium so that the City can fulfill its obligations with respect to the Pre-Existing Rights and/or the Lease, as the case may be. JJL and the City further agree that if JJL or an affiliate of JJL intends to develop the parcel on which the parking lot currently referred to as Lot H sits, then JJL shall have the right to deliver a notice to the City in the form attached as Exhibit F to this Amendment, whereupon the Lease shall automatically be amended without further action by the parties to remove five hundred (500) parking spaces from the City's obligation to provide unstacked parking spaces under the Lease.

4. Construction of Sports Performance Center.

a. JJL shall cause the Sports Performance Center to be completed substantially in accordance with this Amendment and the 2021 Improvements Plan on or before December 31, 2025 (the "Outside Completion Date"). The 2021 Improvements Plan is subject to the review, comment and approval of the City Representatives in accordance with this Amendment, which approval shall not be unreasonably withheld, conditioned or delayed. The City acknowledges and agrees that time is of the essence with respect to finalization of the 2021 Improvements Plan and agrees to have the City Representatives provide their approval or written, specific objections and desired modifications within five City Working Days following receipt of a version of the 2021 Improvements Plan (or any portion thereof). The City shall cause the City Representatives to act reasonably, promptly and in good faith when reviewing the 2021 Improvements Plan. JJL and the City acknowledge and agree that due to the compressed schedule for completion, it is anticipated that construction of some elements of the 2021 Improvements will commence before the final 2021 Improvements Plan is completed. The City agrees the City Representatives will review and provide their approval, not to be unreasonably withheld, conditioned or delayed, to the 2021 Improvements Plan on a partial basis as such plan is finalized. The scope of the 2021 Improvements Plan approved by the City as of the Effective Date is attached hereto as Exhibit B and incorporated herein by this reference.

b. Following finalization of the 2021 Improvements Plan, JJL shall notify the City Representatives or their designees in writing (by electronic transmission, and upon request by the City Representatives, by hard copy) of any material modifications to the 2021 Improvements Plan that would cause a change to any line item set forth in the Project Budget Draft attached hereto as Exhibit G by more than ten percent (10%); and revised design plans setting forth such material modification and flagging the changes to the City for the City's approval. If the City Representatives fail to object to such material modifications within three (3) City Working Days following notice thereof, then the City shall be deemed to have approved the 2021 Improvements Plan as modified. The foregoing shall not be deemed to be a waiver of any Governmental Requirements related to a modification of the 2021 Improvements Plan, all of which shall be complied with by JJL.

c. In the event that the City and JJL disagree concerning any material modification to the 2021 Improvements Plan in respect of the Sports Performance Center, the City and JJL shall attempt to resolve such dispute consistent with Section 34A of the Lease. In the event the City and JJL are unable to resolve such dispute within five days from the first meeting of the City and JJL representatives, JJL may proceed with the Sports Performance Center in accordance with the 2021 Improvements Plan with changes that are not material modifications to the overall plan. After such five-day period, JJL and the City Representatives shall continue to work together, in good faith, to resolve the dispute as expeditiously as possible.

d. JJJ shall provide (by electronic transmission, and upon request by the City Representatives, by hard copy) the City Representatives or their designees with a status report regarding progress of the 2021 Improvements not less frequently than monthly from the Effective Date through the date of substantial completion of the 2021 Improvements. During construction, the City will have access at all times to the 2021 Improvements work.

e. The Sports Performance Center shall be owned by the City and shall be occupied and operated by JJJ in accordance with the terms set forth in the Sports Performance Center Lease.

5. Construction Standards. JJJ shall cause all contractors, architects and other consultants performing work on the Sports Performance Center to design, develop and construct of all elements of the Sports Performance Center to be carried out in a professional and workmanlike manner and consistent with the 2021 Improvements Plan and in compliance with all Governmental Requirements and to have the contractors and subcontractors engaged by JJJ exercise that degree of skill and care required by customarily accepted good practices and procedures for the development and construction of projects similar to the 2021 Improvements.

6. Project Contributions and Costs.

a. JJJ Contribution. Subject to the approval of this Amendment and appropriation of the City Contribution by the City Council, JJJ shall contribute towards the 2021 Improvements the full amount of the JJJ Contribution. JJJ shall be responsible for any Total Project Cost Overruns that are legally required to be paid with respect to the 2021 Improvements. If there are Total Project Cost Savings, then the City Contribution and the JJJ Contribution shall each be reduced equally on a dollar for dollar basis. All architectural and engineering fees and expenses paid to the architect, engineers and other design professionals providing services for the 2021 Improvements under arrangements with JJJ, after approval of this Amendment (if approved), shall be paid directly by JJJ and not from the City Contribution, but JJJ's payment of such fees and expenses shall be credited against the JJJ Contribution.

b. City Contribution. Subject to approval of this Amendment and appropriation of the City Contribution by the City Council, City shall contribute towards the 2021 Improvements an amount up to the full amount of the City Contribution on a schedule to be mutually agreed between JJJ and the City Representatives based upon the percentage completion of the 2021 Improvements; *provided* that in all events the City shall also be responsible for all costs and expenses in connection with the 2021 Improvements Excluded Activities. The 2021 Improvements shall be constructed at no cost to the City in excess of \$60,000,000, it being understood that the City's maximum contribution in respect of construction and this Amendment shall be \$60,000,000 and that JJJ shall be solely responsible for Total Project Cost Overruns in accordance with Section 6(a) above. JJJ shall schedule the JJJ Contribution and City Contribution payments to be as close as reasonably practicable to a pro rata basis between the City and JJJ based upon the percentage completion of the 2021 Improvements. JJJ shall send (by electronic transmission, and upon request by the City Representatives, by hard copy) the City Representatives, or their respective designees, a written disbursement request on the City's standard form setting forth the portion of the City Contribution that JJJ is seeking in accordance with the amounts set forth in the Budget (the "City Payment Notice"). Each City Payment Notice shall be accompanied by the following supporting data: (i) invoices, waivers of mechanic's and materialmen's liens obtained for payments made by JJJ on account of 2021 Improvements Costs as of the date of the City Payment Notice, (ii) AIA Forms G702 and G703 (or substantially similar documentation) certified by JJJ's general contractor and architect for the completed portions of the 2021 Improvements, (iii) the then-current schedule of

values that includes all costs to date in connection with the 2021 Improvements, (iv) certification by JJL's architect of (x) an updated Budget showing the amount of expenditures for the 2021 Improvements to date, (y) the percentage of completion of the 2021 Improvements and (z) estimates of the remaining costs to complete the 2021 Improvements, (v) such other documentation as may be reasonably requested by the City (collectively, the "Supporting Documentation"). Following approval of the amount set forth in the City Payment Notice by the applicable City Representative, the City shall fund the applicable portion of the City Contribution as directed by JJL. Notwithstanding the foregoing, waivers of mechanic's and materialmen's liens obtained for payments made by JJL on account of 2021 Improvements Costs shall only be required to accompany City Payment Notices (i) once every six (6) months in connection with routine draws during construction, and (ii) in connection with the final disbursement of the City Contribution.

c. Final Disbursement. As a condition precedent to the disbursement of the final five percent (5%) of the City Contribution upon Substantial Completion, JJL shall deliver to the City all of the following, each in form and substance reasonably satisfactory to the City, (i) a City Payment Notice with all Supporting Documentation, (ii) evidence that JJL has received all necessary approvals from governmental or quasi-governmental authorities for the 2021 Improvements; (iii) a final as-built survey showing all of the 2021 Improvements, and (iv) evidence that the 2021 Improvements are Substantially Complete.

d. Offset. Notwithstanding anything to the contrary in this Amendment, if the City fails to pay any portion of the City Contribution payable by the City under this Amendment following approval of such amount as set forth in the City Payment Notice and as and when due in accordance with Section 6(b) above, JJL shall have the right in addition to any other rights and remedies it may have, to set-off such amount against any amount payable to the City under the Lease (including, without limitation, Base Rent, Supplemental Rent, and the City parking revenues), until JJL has recovered the full amount of the City Contribution or other payment to which it is entitled. The exercise of such set-off right shall not constitute a breach of the Lease, nor shall it limit JJL's right to recover any amount owed to it by the City in excess of the amount recovered through such set-off. JJL shall not exercise such set-off right until ten City Working Days following delivery of written notice by JJL to the City of the City's failure to pay an installment of the City Contribution as and when due, which failure remains uncured during such ten-day period.

7. Project Management.

a. Project Manager. Subject to the City's approval rights set forth in Section 4, JJL shall be responsible for all planning, design, architectural and engineering services, permitting and licensing, project management, expediting and administration, acquiring, insuring, constructing, renovating, testing and completion (including any required inspections and final approvals by applicable governmental and quasi-governmental agencies) with respect to the Sports Performance Center. Subject to the insurance requirements set forth in Section 11 and on Exhibit D, JJL shall have the exclusive and unconditional right to control the project site and to select and negotiate the terms of contracts with any and all contractors, subcontractors, suppliers, vendors, architects, engineers, construction managers, project managers, consultants and other entities or individuals with respect to the 2021 Improvements; provided that, subject to the approval of City Council of this Amendment and by its execution and delivery of this Amendment, the City hereby ratifies and confirms the hiring and engagement of any and all contractors, subcontractors, suppliers, vendors, architects, engineers, construction managers, project managers, consultants and other entities or individuals hired or otherwise engaged by JJL prior to the Effective Date in connection with the 2021 Improvements.

b. Project Schedule.

i. JJJ shall cause the 2021 Improvements to be completed in accordance with the 2021 Improvements Project Schedule, with Substantial Completion occurring prior to the Outside Completion Date, subject to extension due to any event of Force Majeure (as defined in the Lease). The City Representative may extend the Outside Completion Date for up to one (1) year in his sole discretion for good cause shown by JJJ. In the event of any delay or nonperformance resulting from Force Majeure (as defined in the Lease), JJJ shall notify the City in writing within ten (10) calendar days of the Force Majeure event. Such written notice shall describe the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected, and shall describe the actions reasonably taken to minimize the impact thereof. The 2021 Improvements Project Schedule as of the Effective Date is attached hereto as Exhibit E. The 2021 Improvements Project Schedule shall not cause any material change, delay or impediment to the City's obligations under the Pre-Existing Rights or the following City Events: the day before and the day of the annual Florida-Georgia football game and the annual TaxSlayer Bowl football game. Any modifications to the 2021 Improvements Project Schedule (other than the Outside Completion Date which may only be modified as set forth above) shall be coordinated with the City and shall be made in a manner reasonably calculated to minimize disruption with the City Advertising Events and other events held in the Sports and Entertainment District (e.g., baseball games, concerts, etc.).

ii. The City and its representatives may regularly enter upon the Demised Premises during construction to inspect the Sports Performance Center and all materials to be used in the construction thereof, including all books and records of JJJ relating solely to the 2021 Improvements, at reasonable times and in a reasonable manner so as not to interfere with the construction of the 2021 Improvements. Nevertheless, it is expressly agreed that City has no duty to inspect the 2021 Improvements except as required by City Code or other governing laws and regulations, inspections made by City or its representatives pursuant to this subsection (b)(ii) shall be made solely for the protection and benefit of City, and if City should inspect the 2021 Improvements, City shall have no liability or obligations to JJJ arising out of such inspection.

c. Compliance; Procurement. JJJ shall be responsible for competitively and publicly soliciting professional services, including design and engineering professionals and to construct the 2021 Improvements in compliance with Section 287.055, Florida Statutes, and otherwise in compliance with applicable State of Florida law and this Amendment, and in consultation with the City Procurement Department. Competitive solicitation of all professional services, construction services, and/or other equipment and materials for the construction of the Improvements and any portion thereof shall be in compliance with Section 287.055, and Section 255.20, Florida Statutes. All potential bidders shall be prequalified to do business with the City pursuant to the requirements and procedures set forth by the Chief of Procurement and the Ordinance Code of the City of Jacksonville. The bidder or bidders selected by JJJ in its final award may or may not have submitted the absolute lowest bid; provided, however, that prior to the actual bid award by JJJ to any bidder other than the lowest bidder, the City shall have the right, upon its request, to review and approve the bid analysis and award procedures utilized in JJJ's final award. City shall have the right to review the bid analysis and award procedures and subject to such bid and award procedures being in compliance with applicable law. All planning, design and construction services

shall be conducted by design professionals, construction companies and/or equipment and material suppliers licensed or certified to conduct business in the State of Florida and the City. Nothing herein shall be deemed to (1) confer any rights on third parties, including any bidders, prospective bidders, contractors or subcontractors, or (2) impose any obligations or liability on the City. Notwithstanding anything to the contrary herein, the bidding and contract award procedures must comply with the procurement requirements of Florida law for public construction projects, including but not limited to Section 287.055, Florida Statutes. The City and JJJ wish to assure that all of the procurements made under this Amendment are done in a manner to maintain strong control, transparency, and review over the procurement process in accordance with the best practices and policies of the City. JJJ shall each use competitive procurement practices generally consistent with Chapter 126 of the City's Ordinance Code and shall each use commercially reasonable efforts to make all purchases at the best available price and on the best available terms and conditions. JJJ shall competitively procure contracts and otherwise implement cost savings efforts to lower the Estimated Project Cost. JJJ shall provide the City with copies of all procurement related documents and solicitation materials (including but not limited to RFPs, ITBs, responses and bid tabulation sheets) upon the City's request. The City hereby waives the terms of Section 126, Ordinance Code, other than the Jacksonville Small and Emerging Business Program, for procurements made in compliance with this Amendment. The City acknowledges that the purchase of furniture and other tangible personal property to be used in the Sports Performance Center is not subject to the requirements set forth in this subsection 7c.

d. Surplus Tangible Property. Section 122.811(a), Ordinance Code, relating to the disposition of surplus City tangible property, is hereby waived, so that JJJ may dispose of and sell such surplus tangible property, as reasonably feasible, as JJJ causes the 2021 Improvements to be constructed. During such disposition of the tangible personal property, JJJ shall use its commercially reasonable efforts to seek the highest price for the same, and all proceeds from such disposition shall be applied to the 2021 Improvements Costs.

e. E-Verify Legal Requirements. JJJ shall cause the construction manager-at-risk in respect of the 2021 Improvements to utilize the U.S. Department of Homeland Security's E-Verify platform to verify the employment of all new employees hired by the construction manager to work on the 2021 Improvements. In accordance with Chapter 2020-149, Laws of Florida, JJJ shall require the construction manager-at-risk to confirm that it does not currently, and will not in the future, employ, contract with, or subcontract with unauthorized aliens and that it has registered accordingly with the E-Verify platform. JJJ acknowledges, and shall cause the construction manager-at-risk to acknowledge, that any violation with the aforementioned will result in a default under this Agreement and the City shall be entitled to any and all relief available.

f. Certain City Cooperation. The City and JJJ acknowledge that the timely completion of the 2021 Improvements requires adherence to the 2021 Improvements Project Schedule and accordingly the City agrees that in order to facilitate the timely completion of the 2021 Improvements, the City will use commercially reasonable efforts to cooperate with JJJ (*provided* that such obligation to cooperate shall not be deemed to require the City to bear any third party costs or increased internal costs incurred as a result of a request of JJJ), including, without limitation, but not limited to, with respect to the following:

i. Construction Inspection. All inspections required by City ordinance or regulation (as related to the City's building inspection division), whether onsite or remote, shall be performed by inspectors selected by the City and said inspectors shall be promptly available as required by the 2021 Improvements Project Schedule or the progress of construction or as reasonably requested by JJJ.

ii. Testing. All testing required by City ordinance or regulation or other relevant jurisdiction, whether onsite or remote, shall be scheduled with JJJL so as not to interfere with the 2021 Improvements Project Schedule.

iii. Permits. The City shall review and process all required permits forthwith so as to adhere to the 2021 Improvements Project Schedule or the progress of construction. To the extent it may lawfully do so, the City agrees to waive any permitting fees for City permits. The City shall make commercially reasonable efforts to assist JJJL in obtaining all permits and approvals from other regulatory entities having jurisdiction. JJJL shall be authorized to apply for any and all permits and approvals on behalf of and in the name of the City. Notwithstanding the foregoing, nothing in this Amendment shall be deemed a waiver by the City of Jacksonville of any Governmental Requirement.

iv. Utilities. The City shall reasonably cooperate with JJJL in obtaining utility connections, including without limitation, water, sewer, storm water, electrical, gas, television and telephone at the locations and in the capacities required by the 2021 Improvements and in accordance with the requirements of the 2021 Improvements Project Schedule or the progress of construction. The City and JJJL shall cooperate, at no cost to the City, to insure that meters and sub-meters, as applicable, are installed during the construction of 2021 Improvements so that all utility costs can be properly charged to the Sports Performance Center.

v. Infrastructure Relocation. The City shall reasonably cooperate with JJJL in the abandonment, relocation or removal of all existing utilities, services, equipment, or other infrastructure as required by the 2021 Improvements in a timely manner and in accordance with the 2021 Improvements Project Schedule or the progress of construction. For purposes of clarity, any costs attendant to this paragraph shall be deemed 2021 Improvements Costs.

vi. Sales Tax Exemption / Purchasing Agent. The City shall reasonably cooperate with JJJL to make full use of the sales tax exemption provisions set forth in Section 212, Florida Statutes, and Rule 12A-1.094, Florida Administration Code (the "Sales Tax Exemption").

vii. Staging and Laydown Areas and Site Access. The City shall provide suitable staging and laydown areas (the "Staging Areas") on City-owned property in locations designated by the City, as well as unobstructed access to such areas and the project site for construction equipment and personnel. Any use of, or personal property placed on, the Staging Areas shall be at JJJL's sole risk. The City shall not provide any security with respect to any materials or equipment stored in the Staging Areas. City shall not be liable to JJJL, and JJJL shall not pursue the City in any claim for, any loss or claim with respect to any theft or any other damage suffered or incurred in connection with the use of the Staging Areas. Upon completion of construction, JJJL shall, and shall cause its respective contractors and subcontractors to, vacate and surrender the Staging Area in as good condition as received, ordinary wear and tear excepted. JJJL shall not make permanent alterations or improvements to the Staging Areas.

viii. Project Interface Managers and Inspector Availability. The City hereby appoints John Pappas and Robin Smith (or his designee) to serve as the "project interface managers" for the 2021 Improvements (together with any successors, the "Project Interface

Managers”). In this capacity, the Project Interface Managers shall facilitate and coordinate performance by the City of its responsibilities under this Amendment and shall reasonably cooperate with JLL in fulfilling its respective obligations under this Amendment. The Project Interface Managers shall also be responsible for ensuring, on behalf of the City, that alternative inspectors or other similar entities are promptly appointed to replace any planned inspector or other entity upon written notification by JLL that such planned inspector or entity is not available (for any reason whatsoever) in accordance with the 2021 Improvements Project Schedule or the progress of construction.

ix. Hazardous Materials. JLL shall require that the following language is added to all contracts with contractors, subcontractors and vendors engaged by it in connection with the 2021 Improvements: the contractor, subcontractor or vendor, as applicable, “shall hold harmless, indemnify and defend City, including its members that participate in the City’s self-insurance fund, officers, directors, employees, representatives, and agents from and against environmental liability, including any and all claims, suits, demands, judgments, losses, bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage, costs, fines, penalties, damages, liabilities and expenses (including all costs of cleanup, containment or other remediation, and all costs for investigation and defense thereof including court costs, reasonable expert witness fees and attorneys’ fees) to the extent resulting from JLL’s or any contractor or subcontractor’s actions or omissions that are a violation of any environmental permit, health permit, law, ordinance, rule, or regulation, or that leads to an environmental claim or citation or to damages due to JLL’s or any contractors or subcontractor’s acts or omissions”.

x. City Access to 2021 Improvements Information. JLL will provide the City with reasonable access to all construction plans, pricing and technical data in connection with the 2021 Improvements for the purposes of inspection, copying, and/or audit by the City. JLL recognizes, and shall cause contractors and subcontractors to recognize, that all such records are the property of the City. JLL shall make all of their respective books, documents, papers, invoices, and accounting records pertaining to costs incurred in connection with the 2021 Improvements available at all reasonable times during the period of this Amendment and for three years from the date of final payment under this Amendment for inspection, copying, and/or audit by City. Notwithstanding the foregoing, JLL shall not be required, in any case, to provide its general ledger, books and records, financial statements, confidential documents, documents in the exclusive possession of the National Football League or other National Football League teams to the City. Any construction manager-at-risk contract relating to the 2021 Improvements shall specify City as the owner of the 2021 Improvements and the beneficiary of all warranties made by the construction manager-at-risk therein. In performance of its obligations hereunder, JLL must comply and shall require its contractors and subcontractors of any tier engaged by it to comply with Chapter 119, Florida Statutes (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law), as they apply to the purchases and work contemplated in this Amendment, including public access and records retention laws as set forth in the Florida Public Records Law and the Florida Sunshine Law.

8. Termination. After notice to and, if requested by the City, consultation with the City, JLL may terminate the construction of the Sports Performance Center and JLL shall not be liable or responsible to the City, nor be deemed to have defaulted under or breached this Amendment, for such termination, when and to the extent such termination is caused by or results from acts or circumstances beyond JLL’s control (including, without limitation, acts of God; flood, fire, earthquake or explosion; war, terrorism or other civil



unrest; government order or law; action by any governmental authority; national or regional emergency, including any epidemic or pandemic; or strikes, labor stoppages, slowdowns or other industrial disturbances) and JJJ determines, in its reasonable discretion, that such acts or circumstances could materially increase the Estimated Project Cost. Without limiting the generality of the foregoing, on or prior to March 1, 2022, JJJ may terminate the 2021 Improvements, and shall not be deemed to have defaulted under or breached this Amendment for such termination nor have any liability to the City in excess of that set forth in the following provision, when and to the extent such termination is based on environmental conditions or hazardous materials and JJJ determines, in its reasonable discretion, that such acts or circumstances could materially increase the Estimated Project Cost. In the event JJJ terminates the construction of the 2021 Improvements, JJJ shall reimburse to the City all portions of the City Contribution funded or otherwise obligated prior to the date of such termination, and JJJ shall restore, at its sole cost and expense (if any work was commenced as contemplated by this Amendment) the Practice Area, the Practice Facility and Lot R to the same condition as of the Effective Date of this Agreement (or, with the City's prior written consent, which may be granted or withheld in its sole discretion for any reason or no reason, JJJ may leave any such improvements in place).

9. Modification of Rights with respect to "Practice Area", "Practice Facility" and Lot R. The City and JJJ acknowledge and agree that the Sports Performance Center will be constructed on the Practice Area and the area referred to as Lot R. As described above, the City and JJJ will enter into the Sports Performance Center Lease. JJJ and the City acknowledge and agree that their respective rights and obligations in respect of the Practice Area, the Practice Facility and Lot R shall be modified pursuant to the terms of this Amendment and the Sports Performance Center Lease. In the event of any conflict or inconsistency with respect to the use of the Practice Area, the Practice Facility or Lot R (i) as set forth in the Sports Performance Center Lease, on the one hand, versus (ii) as set forth in this Amendment, the terms of the Sports Performance Center Lease shall govern. The Facility Premises (as defined in the Sports Performance Center Lease), shall, as of the Term Commencement Date (as defined in the Sports Performance Center Lease), be removed from the Demised Premises, and JJJ's rights with respect to use of such Facility Premises shall be as set forth in the Sports Performance Center Lease.

10. Covered Flex Field Concessions. As of the Term Commencement Date (as defined in the Sports Performance Center Lease), JJJ shall no longer have the right or obligation to cause a concessionaire to provide Concessions in the Covered Flex Field, and JJJ shall not have Concessions Rights to the Covered Flex Field, other than during Tenant Events (as defined in the Covered Flex Field lease) in the Covered Flex Field.

11. Limitation of Liability. IN NO EVENT SHALL ANY PARTY BE LIABLE TO ANY OTHER UNDER ANY PROVISION OF THIS AMENDMENT FOR LOST OR PROSPECTIVE PROFITS, OR FOR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, IN CONTRACT, TORT OR OTHERWISE, WHETHER OR NOT CAUSED BY OR RESULTING FROM SUCH PARTY'S OWN, SOLE OR CONCURRENT NEGLIGENCE OR THE NEGLIGENCE OF ITS AFFILIATED OR RELATED PARTIES, EXCEPT FOR CLAIMS OF THE OTHER PARTY ARISING OUT OF THIRD-PARTY CLAIMS.

12. Insurance, Bonds and Other Performance Security. JJJ shall require and obtain from its contractor(s) or construction manager-at-risk engaged by JJJ to perform construction work on the 2021 Improvements performance and payment bond(s) in an amount equal to one hundred percent (100%) of the amount of the contract(s) for recovery of damages that may be claimed by JJJ or the City as a result of the contractor's failure to perform its contract or pay, as and when due, its subcontractors and/or suppliers. JJJ, acting as project manager, shall require in any and all contracts with its contractors a requirement that the City is a specific intended beneficiary of the contract. In addition, JJJ shall require and obtain from its contractor(s), construction manager-at-risk and subcontractor(s) engaged by JJJ to perform construction

work on the 2021 Improvements insurance with the same types of coverages, terms and conditions as set forth on Exhibit D, except that the limits and types of coverage may be adjusted by the City's Risk Management Division in its reasonable discretion to reflect industry standard requirements consistent with the cost and nature of the work to be performed by the contractor(s) or subcontractor(s) and in order to protect the interests of JJJ and the City, respectively.

13. IRS Requirements. It is specifically understood that City intends to comply with Internal Revenue Service laws, regulations, rulings, notices or procedures ("IRS Requirements"), issued prior or subsequent to the date of this Amendment, governing the management of governmental facilities financed with the proceeds of tax-exempt bonds, and in particular any such IRS Requirements which implement Section 1301(e) of the Tax Reform Act of 1986. Notwithstanding any other provision of the Lease or this Amendment, if any provision of this Amendment violates an IRS Requirements or would adversely impact the tax-exempt status of the City's currently outstanding capital improvement bonds or any bonds issued to fund the City's financial obligations hereunder, and City obtains a written opinion from its bond counsel and so informs JJJ, then the parties agree to amend this Amendment appropriately solely to the extent necessary to avoid such violation; provided, that if such amendment adversely affects JJJ, then the parties agree to negotiate in good faith any further agreements required to resolve the then outstanding concerns.

14. Effect of Amendment; Reference to Lease. All terms of the Lease (as it may have been modified or supplemented from time to time), other than those expressly modified by this Amendment, remain unchanged and in full force and effect and are hereby ratified and confirmed as of the Effective Date. In the event and to the extent of any conflict or inconsistency between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control.

15. NFL Approval. This Amendment is subject to all necessary approvals by the National Football League. If the 2021 Improvements are terminated because of a failure by JJJ to obtain National Football League approval, JJJ shall reimburse to the City any portion of the City Contribution funded prior to the date of such termination.

16. Further Assurances. The parties hereto agree to cooperate and deliver any further documents or perform any additional acts to accomplish the agreements set forth herein.

17. Maximum Indebtedness. The maximum indebtedness of the City for all fees, reimbursable items or other costs pursuant to this Amendment shall not exceed the sum of SIXTY MILLION AND NO/100 DOLLARS (\$60,000,000.00).

18. Exhibits. The exhibits attached hereto are hereby incorporated by this reference as if fully set forth herein.

19. Miscellaneous. Each of JJJ, Event Company and the City hereby represent and warrant to the other that JJJ, Event Company and the City each has full right and authority to execute and perform its obligations under this Amendment, and that the person(s) executing this Amendment on its behalf are duly authorized to execute this Amendment on such party's behalf, without further consent or approval by anyone (other than the NFL, as and to the extent provided in Section 6 above). This Amendment and its approving ordinance are the entire agreement of the parties regarding the modifications to the Lease provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successors and assigns. All other terms of the Lease remain unchanged and in full force and effect and are hereby ratified and confirmed as of the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Amendment 15 to Lease as of the date set forth above.

**JACKSONVILLE JAGUARS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

**CITY OF JACKSONVILLE**, a Florida  
municipal corporation

By: \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

By: \_\_\_\_\_  
Lenny Curry, Mayor

Form Approved:

By: \_\_\_\_\_  
Office of General Counsel

GC-#1432613-v14-Amendment\_15\_to\_Lease\_4\_19\_2021.docx

## Exhibit A

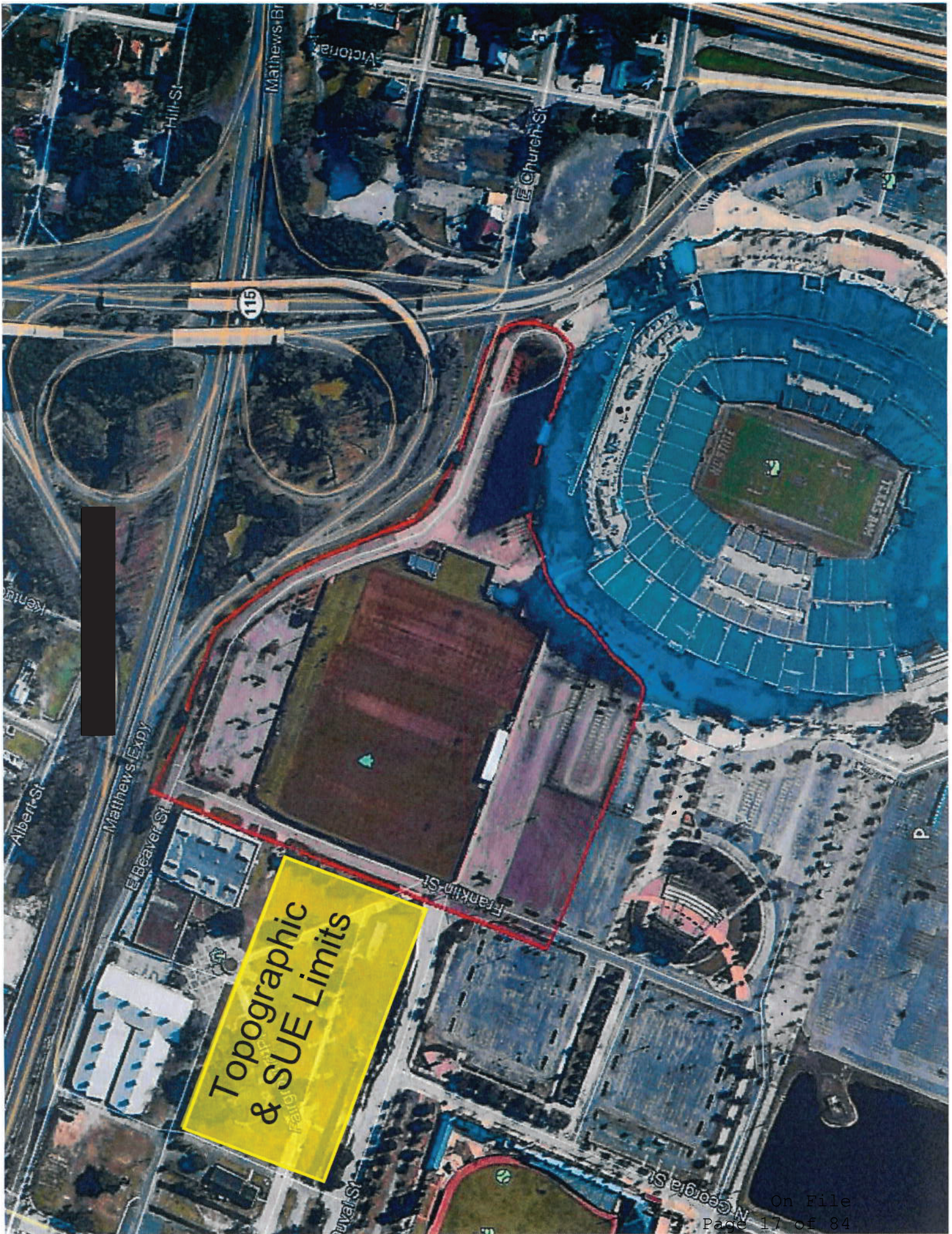
### Lease

That certain Lease dated as of September 7, 1993 by and between the City of Jacksonville, Florida, and Touchdown Jacksonville, Ltd.; as amended by that certain Amendment Number 1 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of February 28, 1995; as further amended by that certain Amendment Number 2 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of July 30, 1996; as further amended by that certain Amendment Number 3 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of March 11, 1997; as further amended by that certain Amendment Number 4 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of June 11, 1997; as further amended by that certain Amendment Number 5 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of September 6, 2002; as further amended by that certain Amendment Number 6 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated June 26, 2003; as further amended by that certain Amendment Number 7 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of May 27, 2004; as further amended by that certain Amendment Number 8 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of January 31, 2005; as further amended by that certain Amendment Number 9 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of April 7, 2009; as further amended by that certain Amendment Number 10 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated August 20, 2010; as further amended by that certain Amendment Number 11 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of August 1, 2011; as further amended by that certain Amended and Restated Amendment Number 12 to Lease by and between the City of Jacksonville and Jacksonville Jaguars, LLC, dated as of June 30, 2014; as further amended by that certain Amendment Number 13 to Lease by and between City of Jacksonville and Jacksonville Jaguars, LLC (and, solely for the purposes of the SMG Guaranty in Section 9 thereof, SMG) dated as of July 30, 2015; as further amended by that certain Amendment Number 14 to Lease By and Between City of Jacksonville and Jacksonville Jaguars, LLC dated December 11, 2015 (collectively, the "Lease"); and as it may be further amended, restated, supplemented, waived or otherwise modified from time to time.

**Exhibit B**

2021 Improvements Plan





Topographic  
& SUE Limits

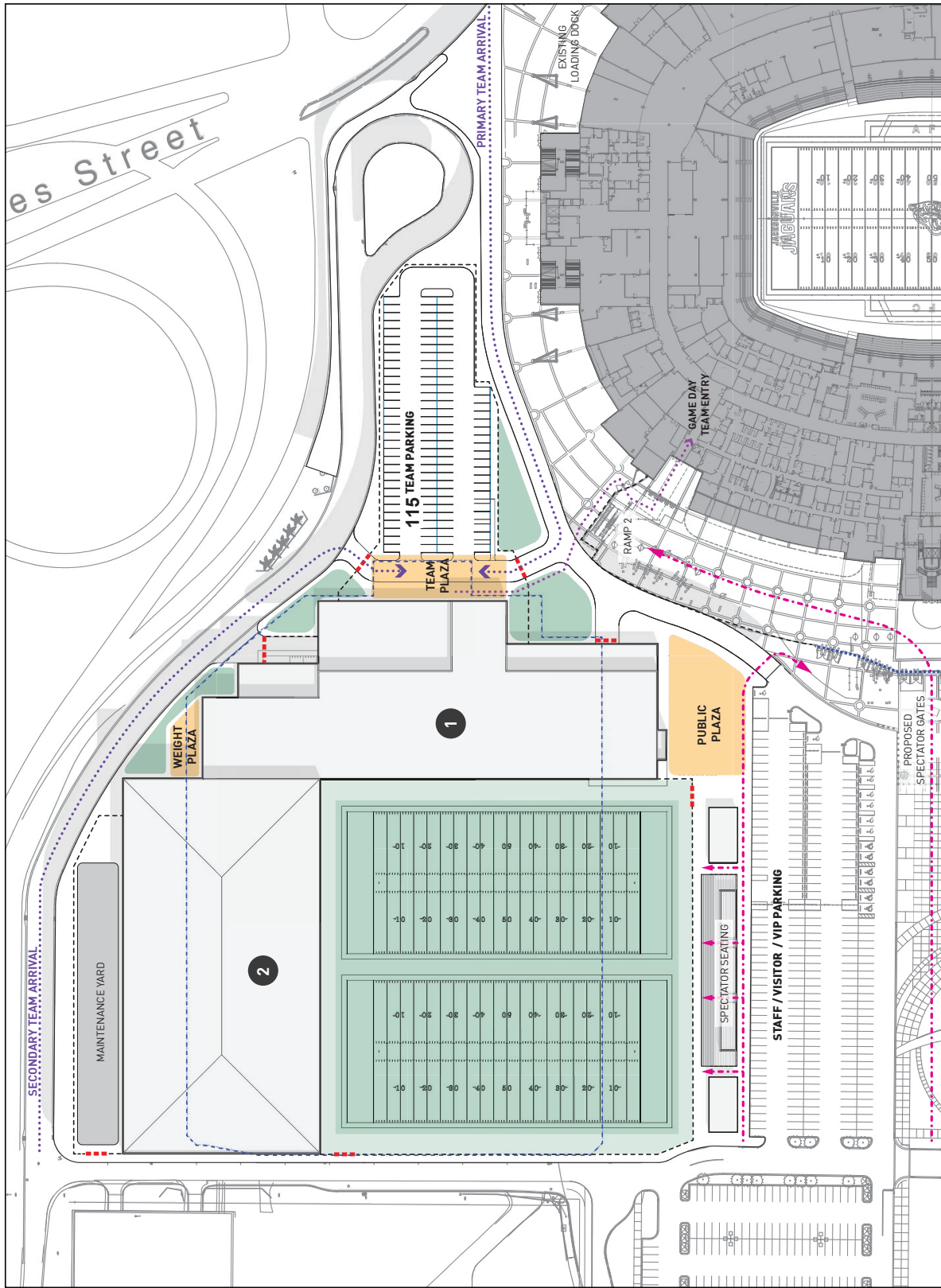


# SITE PLAN

CIRCULATION AND ACCESS

- Existing Fence line
- - - Proposed Fence line
- Access Gates

- 1 Performance Center
- 2 Practice Field (Covered)

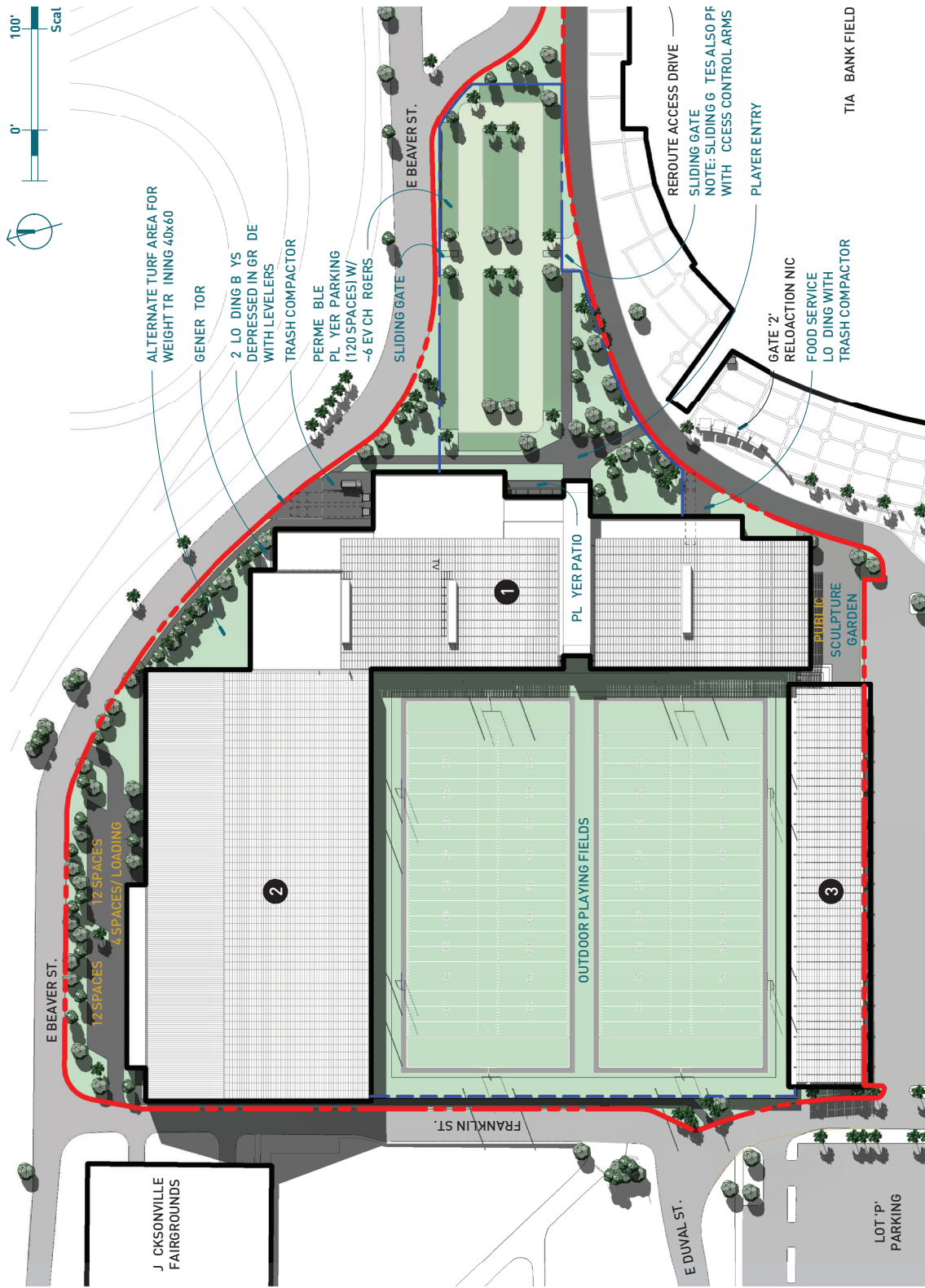


# SITE PLANNING

## OVERALL LAYOUT

- Secure Fence line
- Project Limits

- 1 Performance Center
- 2 Indoor Field House
- 3 Public Amenities

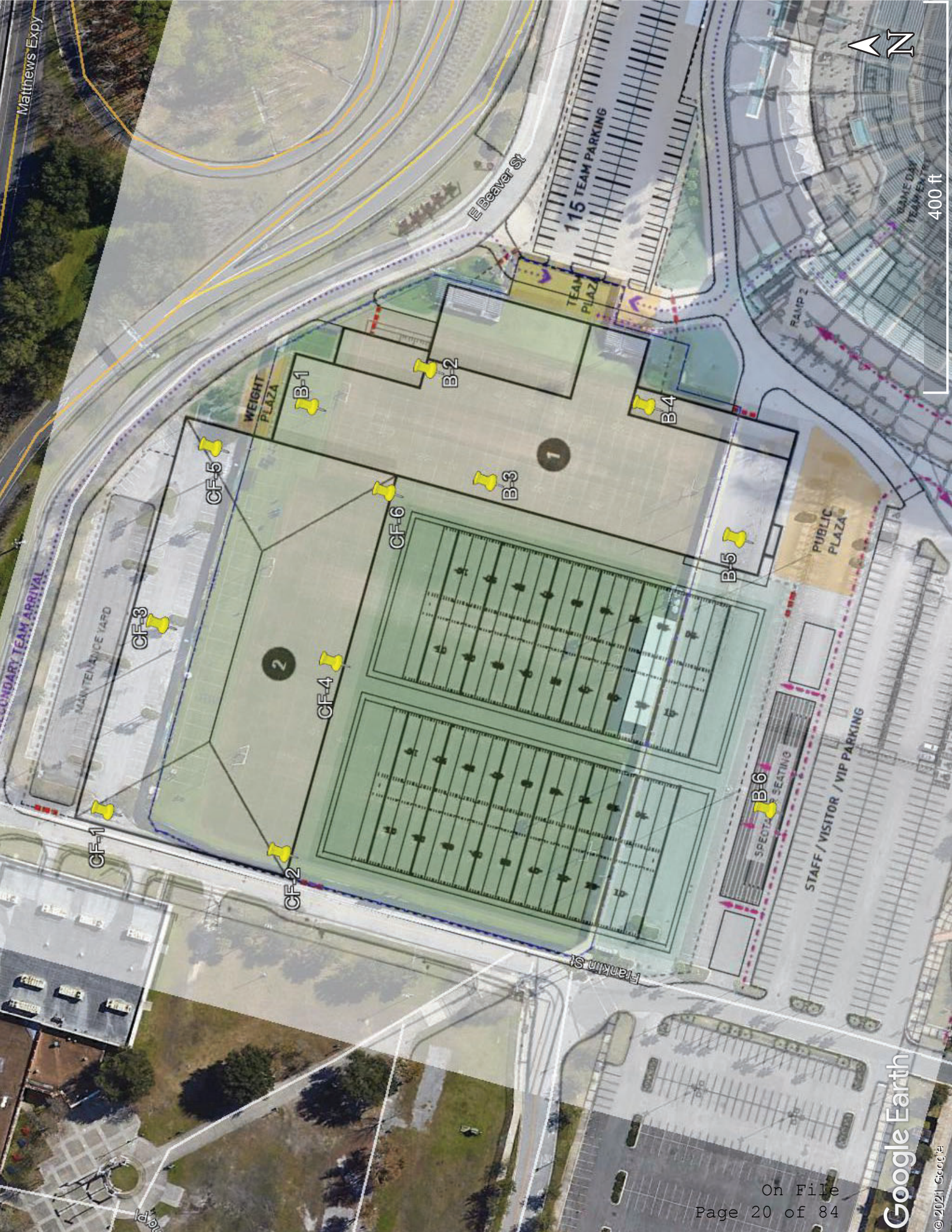




Matthews Expy



400 ft



SECONDARY TEAM ARRIVAL

CF-1

CF-3

CF-5

2

CF-2

CF-4

CF-6

WEIGHT PLAZA

B-1

B-2

B-3

B-4

B-5

B-6

115 TEAM PARKING

TEAM PLAZA

STAFF / VISITOR / VIP PARKING

PUBLIC PLAZA

RAMP 2

GAME DAY TEAM ENTRY



**Exhibit C**

Sports Performance Center Lease

## LEASE AGREEMENT

(Jacksonville Sports Performance Center)

This LEASE AGREEMENT (Jacksonville Sports Performance Center) is entered into and effective as of [\_\_\_\_], 202[ ] (the "Effective Date"), by and between CITY OF JACKSONVILLE, a consolidated municipal and county political subdivision of the State of Florida ("Landlord"), with a principal business address of 117 West Duval Street, Suite 400, Jacksonville, Florida 32202, and JACKSONVILLE JAGUARS, LLC, a Delaware limited liability company ("Tenant"), with a principal business address of 1 TIAA Bank Field Drive, Jacksonville, Florida 32202.

### **RECITALS:**

WHEREAS, Landlord is the owner of the Stadium, which is currently known as "TIAA Bank Field" and of the Practice Area and the Practice Facility (capitalized terms used herein and not otherwise defined are defined in Section 2). Landlord has leased the Stadium and the Practice Facility to Tenant for its operation of the Jacksonville Jaguars NFL team and other Tenant-operated businesses, pursuant to the terms and conditions set forth in that certain lease dated as of September 7, 1993 between Landlord and Tenant, as amended or otherwise modified from time to time and as more particularly described in Exhibit A (the "Stadium Lease"); and

WHEREAS, pursuant to Amendment Number 15 to the Stadium Lease dated as of [September] [ ], 2021 ("Amendment 15"), as authorized by Ordinance [\_\_\_\_], Landlord and Tenant agreed, among other things, for JLL to construct, on the terms and conditions set forth in Amendment 15, the Facility (as hereinafter defined) on the Facility Area (as hereinafter defined) that can be used for (i) training and practices by Tenant's NFL team, (ii) Landlord Events, (iii) third-party athletic events, (iv) hospitality functions on days on which there are events at the Stadium, Entertainment Zone and/or Amphitheater, (v) meetings, banquets and other private events, and (vi) other lawful purposes as permitted under this Lease; and

WHEREAS, the Facility Premises is owned by Landlord; and

WHEREAS, Landlord and Tenant wish to provide for Landlord's lease of the Facility Premises to Tenant, and for the operation, maintenance and repair of the Facility Premises and to set forth the other rights and obligations of the Landlord and Tenant with respect to the Facility Premises;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party, Landlord and Tenant stipulate and agree as follows:

1. Recitals. The recitals set forth herein are accurate, correct and true and incorporated herein by this reference.

2. Definitions. The words defined in this Section 2 shall have the meaning stated next to them below. Capitalized terms used and not otherwise defined herein have the meanings given to them in the Stadium Lease.

(a) "Advertising" shall mean all advertising, sponsorship and promotional activity, Signage, designations, rights of exclusivity and priority, and messages and displays of every kind and nature, whether now existing or developed in the future and whether or not in the current contemplation of the parties, including permanent, non-permanent and transitory Signage or advertising displayed on permanent or non-permanent advertising panels or on structures, fixtures or equipment (such as video board advertising) whether within or on the exterior of the Facility or elsewhere in or around the Facility Premises; other audio or video public address advertising and message board advertising; programs; electronic insertion and other forms of virtual advertising;

sponsor-identified projected images; advertising on or in schedules, tickets and media guides and similar materials; all other print and display advertising; promotional events sponsored by advertisers; advertising display items worn or carried by concessionaires, ticket takers, security or other personnel engaged in the operation of any Facility Event; and logos, slogans, uses of Marks or other forms of advertising affixed to or included with cups, hats, t-shirts or other items; advertising through Media; concession, promotional or premium items; and use or display of any visual representation of the Facility or any portion of the Facility Premises.

(b) "*Affiliates*" means, with respect to a Person, any other Person controlled by, controlling or under common control with such Person.

(c) "*Capital Expenses*" means all costs, fees and expenses incurred by Tenant with respect to Capital Projects.

(d) "*Capital Improvements*" means all work (including labor, materials and supplies) determined to be necessary or advisable, in accordance with Section 12, for the improvement of the Facility Premises and the structures, surfaces, fixtures, equipment and other components thereof, including permanent structural improvements or restoration of some aspects of the Facility Premises that will enhance the Facility Premises' overall value, increase useful life, or put the Facility Premises in better operating condition; upgrades or modifications; improvements that enhance value in the nature of a betterment; improvements that improve the quality, strength, capacity or efficiency of the Facility Premises; improvements that ameliorate a material condition or defect; or improvements that adapt the Facility to a new use permitted under this Lease.

(e) "*Capital Repairs*" means all work (including labor, materials and supplies) determined to be necessary or advisable, in accordance with Section 12, for the maintenance (preventive and otherwise), repair or replacement of the Facility Premises and the structures, surfaces, fixtures, equipment and other components thereof, to keep the Facility Premises in normal operating condition in accordance with the Facility Standard of Care.

(i) "*Capital Projects*" means Capital Improvements and Capital Repairs.

(j) "*Catered Event*" means any event or activity that is not open or available to the general public, where food and beverage are to be paid for on a group basis, including activities such as weddings, parties, receptions and meetings, to be held in one or more areas within the Facility (such as conference, banquet, bar, lounge, meeting, catering and event facilities).

(l) "*City Representative*" means the City's Chief Administrative Officer, or his successor or designee.

(m) "*Concessions*" means food and beverages (both alcoholic and non-alcoholic), including meals, snacks, confections, candies and all other food and beverage products.

(n) "*Default*" means a Landlord Default or a Tenant Default.

(p) "*Exclusive Areas*" means all, or portions of, areas of the Facility Premises that are not intended for use by the general public, as reasonably specified by Tenant, including: (i) storage areas, (ii) film and meeting rooms, (iii) offices for coaches, trainers, equipment managers and other Tenant personnel, (iv) locker rooms and fitness training and medical facilities, (v) player lounge areas, (vi) sports performance and recovery areas, (vii) team dining areas, (viii) press work areas and (ix) football operations spaces.

(q) "*Facility*" means the sports performance center constructed on the Practice Area and the area known as Lot R pursuant to Amendment 15, consisting of approximately 127,087 square feet of office space, football fields, a fan seating area, and retail space.

(r) **"Facility Area"** means the land on which the Facility is constructed and portions of the surrounding areas as depicted on Exhibit B attached hereto and incorporated herein, the precise boundaries of which shall be determined by mutual agreement of the City Representative and Tenant and added as Exhibit B to this Lease pursuant to Section 3 hereof. Tenant shall have the non-exclusive right to use areas appurtenant to the Facility Premises as necessary for the beneficial use, occupancy and possession of the Facility, subject to the rights set forth in the Stadium Lease and the Pre-Existing Rights.

(s) **"Facility Event"** means any event held at the Facility, including Tenant or Landlord practices, exhibitions, clinics, promotions, athletic events, hospitality events, functions, banquets and fan activities.

(t) **"Facility Premises"** means the Facility and the Facility Area.

(u) **"Facility Standard of Care"** means good working order, condition and repair, consistent with professional sports facilities of a similar type, in a clean, sanitary and safe condition and in accordance with all Governmental Requirements.

(v) **"Facility Standards"** has the meaning set forth in Section 7(a)(i).

(w) **"Governmental Requirement"** means any generally applicable permit, law, statute, code, rule, regulation, ordinance, order, judgment, decree, writ, injunction, franchise or license of any governmental, quasi-governmental and/or regulatory national, state, county, city or other local entity with jurisdiction over the Facility Premises, including, without limitation, the Jacksonville Downtown Development Review Board. Governmental Requirements shall include all generally applicable, relevant, or appropriate Florida Statutes and City of Jacksonville Ordinances including, without limitation, any regulation found in Florida Administrative Code; and all Florida Statutes, City of Jacksonville Ordinances and regulations or rules now existing or in the future enacted, promulgated, adopted, entered, or issued, whether by any national, state, county, city or other local entity, both within and outside present contemplation of the respective parties to this transaction.

(y) **"Landlord"** has the meaning set forth in the preamble of this Lease.

(z) **"Landlord Default"** has the meaning set forth in Section 20(b).

(aa) **"Landlord Events"** means events held by the Landlord or its permitted licensees at the Facility Premises.

(bb) **"Landlord Indemnitees"** means Landlord and its members, officials, officers, employees and agents.

(cc) **"Lease"** means this Lease Agreement (including all exhibits hereto), and any amendments or addenda that may supplement, modify or amend the same in accordance with the terms hereof.

(dd) **"Lease Term"** has the meaning set forth in Section 5.

(ee) **"Losses"** means any claims, actions, suits, demands, judgments, fines, penalties, losses, damages, liabilities, costs and expenses, of whatever kind or nature (including, but not limited to, attorneys' and other professionals' fees and court costs), excluding consequential (including lost profits), punitive, incidental, special, exemplary and similar damages.

(ff) **"Marks"** means any and all trademarks, service marks, copyrights, names, symbols, words, logos, colors, designs, slogans, emblems, mottos, brands, designations, trade dress, domain names and other intellectual property (and any combination thereof) in any tangible medium.

(gg) "**Media**" means all media, means, technology, distribution channels or processes, whether now existing or hereafter developed and whether or not in the present contemplation of the parties, for preserving, transmitting, disseminating or reproducing for hearing or viewing, Facility Events and descriptions or accounts of or information with respect to Facility Events, including by Internet, radio and television broadcasting, print, film, photographs, video, tape reproductions, satellite, closed circuit, cable, digital, broadband, DVD, satellite, pay television, and all comparable media.

(hh) "**Merchandise**" means souvenirs, apparel, novelties, publications and merchandise and other items, goods, equipment (including mechanical, electrical or computerized amusement devices), and wares.

(ii) "**NFL**" means the National Football League.

(jj) "**Operator Benefits**" has the meaning set forth in Section 9.

(kk) "**Operating Rights and Authority**" has the meaning set forth in Section 7(a).

(ll) "**Person**" means any natural person, firm, partnership, association, corporation, limited liability company, trust, public body, authority, governmental unit or other entity.

(mm) "**Signage**" means all signage (whether permanent or temporary) in, on or at the Facility Premises, including, without limitation, scoreboards or other replay screens, video boards, banners, displays, message centers, advertisements, signs and marquee signs.

(nn) "**Tenant**" has the meaning set forth in the preamble, and its permitted successors and assigns.

(oo) "**Tenant Default**" has the meaning set forth in Section 20(a).

(pp) "**Tenant Indemnities**" means Tenant and its Affiliates and representatives, and their respective parents, subsidiaries, owners, partners, managers, members, employees, agents and representatives.

(qq) "**Term Commencement Date**" means the earlier to occur of (i) the date upon which any portion of the Facility is occupied by Tenant for its intended use, and (ii) the date upon which the Facility is substantially completed (following construction in accordance with Amendment 15) as evidenced by Tenant's receipt of a Certificate of Occupancy for the Facility. For purposes of clarity, the Term Commencement Date shall not have been deemed to occur when Tenant is moving items into or installing its furniture, fixtures, equipment and cabling in the Facility Premises.

3. Lease. Landlord does hereby demise and lease to Tenant, and Tenant does hereby lease from Landlord, the Facility Premises, subject to and in accordance with the provisions, covenants, conditions and terms herein, to have and to hold unto Tenant for the entire period from the Term Commencement Date through the expiration of the Lease Term (i.e., 365 or 366 days per year, as applicable), but subject to the Landlord's rights as expressly provided for in this Lease. Both parties shall have reasonable access to the Facility Premises as necessary for set-up and breakdown in connection with their respective Facility Events, and Tenant shall have access as necessary or advisable to comply with its obligations under this Lease. Tenant shall cause a survey to be conducted to confirm the precise boundaries of the Facility Premises, to be attached hereto and incorporated herein as Exhibit B.

4. Rent. In consideration of Landlord's execution and delivery of this Lease and Landlord's demise and lease of the Facility Premises to Tenant, Tenant shall pay to Landlord rent in

the amount of \$100.00 per annum (*pro rated* for any partial years), plus the applicable sales tax, if any, on such rent (the “**Rent**”) during the Lease Term. The first payment of Rent and sales tax shall be due within 30 days of the Term Commencement Date, and thereafter Rent and sales tax shall be due on January 1 of each year during the Lease Term. Rent payments shall be made by Tenant in lawful money of the United States of America to the address and account that Landlord may from time to time designate in writing.

5. Lease Term. The term of this Lease (the “**Lease Term**”) shall commence on the Term Commencement Date and expire as of midnight on the last day of the thirtieth (30th) calendar year following the Term Commencement Date, as such Lease Term may be extended pursuant to this Section 5, unless and until earlier terminated pursuant to any provision of this Lease. Provided there is no continuing Tenant Default hereunder, Tenant shall have two (2) options to extend the Lease Term (each, a “**Renewal Option**”) for a period of ten (10) years each (each a “**Renewal Term**”), provided that with respect to each such Renewal Option, Tenant delivers written notice to Landlord of Tenant’s exercise of such Renewal Option at least 180 days but not more than two years prior to the expiration of the then current Lease Term (as it may be extended). If executed on time and in the manner required under this Lease, the applicable Renewal Term shall be deemed part of the Lease Term and shall be on the same terms and conditions as set forth in this Lease.

6. Use by Tenant of Facility.

(a) Subject to the provisions of Section 11 with respect to Landlord Events and without limiting the provisions of Section 7 with respect to Operating Rights and Authority, throughout the Lease Term, Tenant shall have the exclusive right to use, occupy, manage and operate (and, subject to Article 15, authorize others to use, occupy, manage and operate) the Facility Premises, on a year-round basis, for only the following purposes (collectively, the “Permitted Use”): (i) training, practices and exhibitions by Tenant’s NFL team and other sports teams authorized by Tenant, (ii) subject to any scheduling requirements of this Lease, staging hospitality events, including on days in which there are events at the Stadium, the Entertainment Zone and/or the Amphitheater, (iii) conducting promotional, community and public relations activities, (iv) storing equipment and supplies in designated storage areas, (v) conducting athletic, entertainment and cultural events, (vi) hosting meeting, banquets and other Catered Events, (vii) lawful uses related to the operation of Tenant’s NFL team, (viii) uses incidental to the foregoing, including office and administrative uses, and (viii) such other uses as may be consented to in writing by Landlord in its sole discretion. In addition, Tenant shall have the exclusive right to use, occupy, manage and operate (and authorize others to use, occupy, manage and operate) the Exclusive Areas. The City Representative shall have the right to approve (such approval not to be unreasonably withheld, conditioned, or delayed) any facility management company or food and beverage or Merchandise concessionaire retained by Tenant to provide such services on a long-term or ongoing basis at the Facility if such concessionaire is not already providing services at the Stadium, Covered Flex Field and/or Amphitheater.

(b) Tenant agrees to comply and be in compliance at all times in all material respects with such Governmental Requirements as are applicable to the Facility Premises or the use, occupancy, maintenance, alteration or operation of the Facility Premises, other than those Governmental Requirements that are specifically applicable to a Landlord Event. Tenant shall have the right, at its sole cost and expense, to contest the validity of any such Governmental Requirements or the application thereof. Any such proceeding instituted by Tenant shall be commenced as soon as is reasonably practicable after the arising of any such contested matters, or after notice (actual or constructive) to Tenant of the applicability of such matters to the Facility and shall be prosecuted to final adjudication with reasonable dispatch. Upon Tenant’s request, Landlord shall, at Tenant’s sole cost and expense, join in or otherwise reasonably cooperate in any such proceeding brought by Tenant, provided Landlord reasonably agrees with Tenant’s basis for contest.

7. Facility Operations.

(a) Tenant shall have the exclusive right, obligation (subject to force majeure events as set forth in Section 25) and authority to operate, manage, coordinate, control, use and supervise the conduct and operation of the business and affairs pertaining to or necessary for the operation and management of the Facility and the other portions of the Facility Premises that are not otherwise subject to operation and management by Landlord under the Stadium Lease on a year-round basis, all in accordance with Governmental Requirements and the terms and provisions of this Lease (the "**Operating Rights and Authority**"). The Operating Rights and Authority shall include the following:

(i) Subject to insurance requirements of Section 15(b), scheduling and contracting for all Facility Events (other than Landlord Events) and establishing all rules, regulations and standards respecting the Facility Premises and Facility Events (including requirements with respect to insurance by users of the Facility) (the "Facility Standards");

(ii) employment (as agents, employees or independent contractors), termination, supervision and control of personnel (whether full-time, part-time or temporary) that Tenant determines to be necessary for the day-to-day operation and management of the Facility Premises, including security, facility management and other similar personnel, and determination of all compensation, benefits and other matters with regard to such personnel, except as set forth in clauses (d)-(e) below;

(iii) selling and establishing the prices, rates, rentals, fees or other charges for goods, services or rights (including Concessions, and admission rights for all Facility Events other than Landlord Events) available at or with respect to the Facility;

(iv) identifying and contracting with all contractors and vendors in connection with, and managing, coordinating and supervising, all Concessions, Advertising, Media rights and ticket operations for all Facility Events;

(v) procuring, negotiating and entering into contracts for the furnishing of all utilities, labor, equipment, services and supplies necessary for the operation of the Facility Premises;

(vi) constructing, operating and displaying Signage on the interior, exterior or any other portion of the Facility Premises as Tenant deems necessary or desirable (subject to applicable Governmental Requirements including, without limitation, the City Sign Ordinance);

(vii) operating any social media or other Internet sites in respect of the Facility (and Landlord shall have the right to link to such sites and to re-post comments on such sites);

(viii) commencing, defending and settling such legal actions or proceedings concerning the operation of the Facility Premises as are necessary or required in the opinion of Tenant, and retaining counsel in connection therewith; *provided* that if Landlord is named as a party to such legal action or proceeding, for the duration of the period during which Landlord is a party, Tenant shall coordinate the management of such legal action or proceeding with Landlord and shall not settle any such action or proceeding with a settlement that, or consent to any judgment that, would require any act or forbearance on the part of Landlord or which does not release Landlord from all liability in respect of the action or proceeding without the prior written consent of Landlord in its reasonable discretion;

(ix) negotiating, executing and performing use agreements, licenses and other agreements with other Persons who desire to use or schedule events at the Facility Premises (other than for Landlord Events); and

(x) performing, or causing to be performed, all Capital Projects in accordance with Section 12 hereof.



Notwithstanding anything herein to the contrary, nothing in this Lease shall prevent Tenant from temporarily conducting its football operations offsite (such as practicing in other cities) or from pausing its football operations (if, for example, NFL rules require a pause).

(b) The City Representatives shall have the right to recommend rules, regulations and standards respecting the Facility Premises and Facility Events, and Tenant shall incorporate any such reasonable rules, regulations and standards into the Facility Standards.

(c) Tenant shall notify the facility manager of the Stadium when third-party Facility Events are booked. Landlord may inquire at the time of scheduling any City Advertising Event if Landlord desires to use the Facility Premises in connection with such events. Subject to available based on Tenant's football needs, Landlord shall be free to use the Facility Premises on such dates.

(d) Landlord shall provide event day personnel for the Facility Area (such as staffing, police, fire rescue and security) (i) on the dates of JJJ Operative Period Events at its cost, with Tenant being responsible for any incremental increase in such costs as a result of providing such services to Facility Premises in connection with such JJJ Operative Period Event, and (ii) on the dates of JJJ Non-Operative Period Events using the Stadium bowl at Tenant's cost, in each case in the manner set forth in the Stadium Lease. The schedule and number of such personnel shall be decided by Landlord in its reasonable discretion, and in consultation with Tenant. Nothing in this Lease shall modify Landlord's obligations with respect to overall Stadium security as set forth in the Stadium Lease.

(e) Tenant shall have the exclusive right to (i) plan, coordinate and administer the operation of the Facility; (ii) subject to Landlord's rights under the Stadium Lease, plan, coordinate and administer the operation of the other areas of the Facility Premises, and (iii) subject to Landlord's rights under the last sentence of Section 6(a), to enter into contracts and transact business with other Persons for the performance of Tenant's obligations, duties and responsibilities under this Lease. Tenant may engage or use personnel and vendors at the Facility Premises that are otherwise utilized at the Stadium, and to the extent that there are costs associated with such use by Tenant, Tenant shall be solely responsible for such costs.

(f) In connection with Tenant's management, operation and use of the Facility Premises, except as expressly provided herein, Tenant shall not be obligated to (i) comply with or follow any Landlord selection processes, procurement requirements or similar procedures or requirements contained in the City Code or otherwise; (ii) comply with Landlord employment practices (other than those applicable to employers generally) or any City Code or ordinance provisions uniquely governing the management or operation of public projects, buildings, structures or works, or (iii) except in connection with the Tenant's compliance with Governmental Requirements, obtain Landlord approval of any of its actions, other than where specifically provided for in this Lease. Nothing in this Lease shall be deemed a waiver by the City of Jacksonville of any Governmental Requirement, including, without limitation, the City Sign Ordinance, with respect to this Lease, the Facility Premises, any Capital Projects and/or any Signage.

(g) To the extent required by law, in connection with all Capital Projects, Tenant shall be responsible for competitively and publicly soliciting professional services, including design and engineering professionals and to construct each Capital Project in compliance with Section 287.055, Florida Statutes, and otherwise in compliance with applicable State of Florida law and this Amendment, and in consultation with the City of Jacksonville Procurement Department. Competitive solicitation of all professional services, construction services, and/or other equipment and materials for the construction of each Capital Project and any portion thereof shall be in compliance with Section 287.055, and Section 255.20, Florida Statutes, as applicable. All potential bidders shall be prequalified to do business with Landlord pursuant to the requirements and procedures set forth by the Chief of Procurement of the City of Jacksonville and the Ordinance Code of the City of Jacksonville. The bidder or bidders selected by Tenant in its final award may or may not have submitted the absolute lowest bid;

provided, however, that prior to the actual bid award to any bidder other than the lowest bidder, Landlord shall be given the opportunity to review and approve the bid analysis and award procedures utilized in Tenant's final award. Landlord shall have the right to review the bid analysis and award procedures and subject to such bid and award procedures being in compliance with Florida law. All planning, design and construction services shall be conducted by design professionals, construction companies and/or equipment and material suppliers licensed or certified to conduct business in the State of Florida and Landlord. Nothing herein shall be deemed to (1) confer any rights on third parties, including any bidders, prospective bidders, contractors or subcontractors, or (2) impose any obligations or liability on the Landlord. Notwithstanding anything to the contrary herein, the bidding and contract award procedures must comply with all applicable procurement requirements of Florida law for public construction projects, including but not limited to Section 287.055, Florida Statutes. Landlord and Tenant wish to assure that all of the procurements made under this Amendment are done in a manner to maintain strong control, transparency, and review over the procurement process in accordance with the best practices and policies of the Landlord. Tenant shall each use competitive procurement practices generally consistent with Chapter 126 of the City of Jacksonville Ordinance Code and shall each use commercially reasonable efforts to make all purchases at the best available price and on the best available terms and conditions. Tenant shall competitively procure contracts and otherwise implement cost savings efforts to lower the Estimated Project Cost. Tenant shall provide Landlord with copies of all procurement related documents and solicitation materials (including but not limited to RFPs, ITBs, responses and bid tabulation sheets) upon Landlord's request.

8. Net Lease. Except with respect to Landlord Events as provided in Section 11 hereof and as otherwise expressly provided in this Lease, this Lease is an absolutely net lease, and the Rent shall be paid to Landlord without notice, demand, counterclaim, set-off, deduction, or defense, and without abatement, suspension, deferment, diminution or reduction, free from any charges, assessments, impositions, expenses or deductions of any and every kind or nature whatsoever. Except as expressly provided in Section 11 below, all costs, expenses and obligations of every kind and nature whatsoever, whether foreseen or unforeseen, in any way relating to the condition, maintenance, repair, operation, management, use and/or occupancy of the Facility Premises that may arise or become due during the Lease Term (as it may be extended) shall be paid by Tenant. Without limiting the foregoing but subject to Landlord's obligations provided in Section 11 below, Tenant shall be responsible for the payment of all taxes, assessments whether general or special, license fees, insurance costs, operating costs, utility costs, management and administrative fees, maintenance and repair costs, operation costs, construction costs, and any other costs, expenses, sums, and charges which arise in connection with the management, condition, maintenance, repair, operation, use and/or occupancy of the Facility and the Facility Premises, including all buildings, structures, improvements and property located thereon, including, without limitation, costs associated with Facility Events. All of such costs, expenses, sums, and charges shall constitute Rent, and upon the failure of Tenant to pay any such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay Rent. Landlord and Tenant shall ensure that meters and sub-meters, as applicable, are maintained so that all utility costs can be properly allocated to the Facility Premises. Landlord shall use reasonable best efforts, at no cost to Landlord, to assist Tenant to secure utilities for the Facility Premises at rates comparable to reduced bulk rates applicable to Landlord facilities.

9. Operator Benefits. Subject to Section 11 hereof with respect to Landlord Events, Tenant shall have the sole and exclusive right to exercise, control, license, sell, authorize, and establish the prices and other terms for, and contract with respect to all rights, revenues and rights to revenues arising from or related to the use, occupancy, operation, exploitation or existence of the Facility Premises from all sources, whether now existing or developed in the future and whether or not in the current contemplation of the parties (collectively, "**Operator Benefits**"), in each case on such terms and conditions as Tenant shall determine in its sole discretion, other than as expressly set forth in this Lease. Subject to Section 11 hereof with respect to Landlord Events and the surcharges set forth in Section 10 hereof, Tenant shall have the sole and exclusive right to collect, receive and retain all revenues and other consideration of every kind and description arising from or relating to the Operator Benefits. The Operator Benefits shall include the rights to revenues arising from the exercise, control,

license, sale, display, distribution, authorization, exploitation or operation of the following: (i) admission tickets and other rights to view or attend Facility Events; (ii) Advertising; (iii) Media; (v) Concessions; (vi) parking associated with Facility Events; (vii) the right to name the Facility and any portion thereof (which name and any related naming rights sponsor company shall be subject to the review and approval of City Council); (viii) grant of temporary license rights to use the Facility Premises (or any portion thereof) to other Persons; *provided* that any license that provides the licensee with use of all or any portion of the Facility for longer than 30 consecutive days shall be subject to Landlord approval (which shall not be unreasonably withheld, conditioned or delayed); and (ix) all other intellectual property owned by or licensed to Tenant and associated with the Facility.

10. Surcharges. For all paid tickets and parking passes for Facility Events (other than Landlord Events and Catered Events), Tenant shall be responsible for collecting a ticket surcharge for each ticket sold by it and a parking surcharge for each parking pass sold by it. For all paid tickets and parking passes for Landlord Events, Landlord shall be responsible for collecting a ticket surcharge for each ticket sold by it. The initial amount of the ticket surcharge shall be equal to the ticket surcharge charged for concerts at Jacksonville Veterans Memorial Arena, as established by City Council, but no higher than an initial rate of \$2.60 on each paid ticket, which is the amount established by City Council as of October 1, 2021. The initial amount of the parking surcharge shall be \$1.30 per parking pass, which is the amount established by City Council as of October 1, 2021. All surcharges collected pursuant to this Section 10 shall be property of the Landlord. Landlord may increase the ticket and parking surcharges annually by an amount not to exceed the lesser of (A) 4% and (B) the increase in CPI for the 12-month period ended September 30 of the previous year times one-half of the maximum amount of the ticket and parking surcharge in the preceding year.

11. Landlord Use of Facility.

(a) Landlord shall have the right, at its sole cost and expense, to use the Facility Premises (excluding the Exclusive Areas) on the dates of City Advertising Events, provided that Landlord shall use its commercially reasonable efforts to accommodate Tenant's football team's football-related needs at the Facility Premises on such dates.

(b) Subject to Tenant's prior written approval, with 60 days' prior written notice to Tenant, Landlord shall have the right, at its sole cost and expense, to use the Facility Premises (excluding the Exclusive Areas) on additional event days mutually agreed upon by Landlord and Tenant. The notice delivered by Landlord to Tenant seeking permission to hold a Landlord Event pursuant to this subparagraph (b) shall set forth the requested reserved date and shall identify in reasonable detail the nature of the event, the areas of the Facility Premises Landlord expects to use, the terms of admission, the expected attendance, any special security or other arrangements that are anticipated, and any other information reasonably necessary for Tenant to perform its duties under this Lease. Tenant's approval (which shall not be unreasonably withheld, conditioned or delayed) of a proposed Landlord Event may be conditioned upon reasonable restrictions imposed by Tenant, such as time limitations for use of the Facility Premises for such Landlord Event. Tenant's basis for refusing a proposed Landlord Event may include, without limitation, (i) conflicts or potential conflicts with events at the Stadium or Amphitheater or Tenant's football and other needs, including the set-up and breakdown for such events and needs, (ii) legitimate concerns about potential damage to the Facility or any portion thereof, and (iii) conflicts or potential conflicts with Tenant's sponsors or media partners.

(c) The Landlord events described in Section 11(a)-(b) are referred to as "**Landlord Events**", and the dates of such events are referred to as "**Landlord Event Dates**". All Landlord Events shall be held on the other terms and conditions set forth in this Section 11. Landlord shall not have the right to assign, grant, license or otherwise transfer its rights under this Section 11 to any other Person other than a promoter of the applicable Landlord Event, which promoter shall be subject to Tenant's approval, which shall not be unreasonably withheld, conditioned, or delayed.

(d) Landlord shall be entitled to all of the admission ticket revenues, parking

revenues and rental fees (net of applicable ticket and parking surcharges, taxes, credit card fees, fees of ticketing agents and other related expenses), if any, from all Landlord Events. In addition, Landlord shall be entitled to all Concessions profits from Landlord Events held on the Facility Premises. Landlord shall also control all Merchandise and Media rights in connection with Landlord Events; *provided* that Landlord shall use the Merchandise concessionaire engaged by Tenant for Facility Events to distribute Merchandise for Landlord Events, with Landlord entitled to all net revenues therefrom. Tenant shall be entitled to all other revenues from Landlord Events. Without limiting the foregoing, all agreements of Tenant with concessionaires, other vendors, sponsors and advertisers shall remain in effect with respect to all of the Landlord Event Dates and Tenant shall have the exclusive right to retain all revenues from such agreements. Tenant shall provide in its contracts with its primary food and beverage concessionaire for the Facility that any discounts provided to Tenant in connection with Tenant's internal Catered Events shall be provided to Landlord in connection with Landlord's internal Catered Events.

(e) Landlord shall not pay Tenant a rental fee or other user fee in connection with a Landlord Event, provided that Landlord shall reimburse Tenant for the following reasonable out of pocket costs and expenses incurred by Tenant that arise from, are incurred in connection with or are otherwise attributable to the use of the Facility Premises for a Landlord Event: (i) all costs relating to the set-up or breakdown for such Landlord Event; (ii) all costs related to the conduct of such Landlord Event, including for personnel (security personnel, facility and system operators, janitorial personnel and other personnel), utility expenses and post-event clean-up expenses of the Facility Premises; (iii) Tenant's costs for any third-party services necessary for such Landlord Event; (iv) Tenant's costs for repairing damage to the Facility Premises caused on the Landlord Event Date or otherwise arising from the Landlord Event (except for ordinary wear and tear); and (v) if Landlord has requested that Tenant handle ticketing for such Landlord Event, all costs associated with such ticketing function. Landlord shall reimburse Tenant for all such expenses within 30 days after receipt of a reasonably detailed invoice from Tenant. Landlord and Tenant shall, to the fullest extent practicable, negotiate and agree to all such costs in advance of any Landlord Event date.

(f) Landlord shall have the right, at its sole cost and expense, to install temporary signage (that does not cover any fixed signage) and to retain revenues from the sale of such signage to sponsors, on the condition that the content of such signage does not conflict or compete with the existing Signage or other Advertising at the Facility Premises, the Amphitheater, the Covered Flex Field or the Stadium. Tenant shall include a reference to Landlord's temporary signage rights in its sponsorship agreements in respect of the Facility. Tenant and Landlord shall reasonably cooperate with respect to the availability and location of such temporary signage. Other than as set expressly set forth in this subparagraph (f), Landlord shall not (A) sell, license or authorize any Advertising at any time in, on or around the Facility Premises or (B) obscure, mask, alter, cover or obstruct (electronically or otherwise) any fixed or permanent Signage displayed in or around the Facility Premises, whether during a Landlord Event or otherwise.

(g) Landlord shall require, as a condition to use, that any third party promoter of a Landlord Event to, indemnify, defend, protect, and hold harmless the Tenant Indemnitees from and against any and all Losses resulting from, arising out of or in connection with the Landlord Event or the use of the Facility Premises in connection with a Landlord Event, excluding any and all Losses arising out of or in connection with Tenant's negligence or willful misconduct, and subject to the provisions and limitations of Section 768.28, Florida Statutes, which are not hereby altered, waived or expanded. Landlord agrees, and agrees to use commercially reasonable efforts to cause its invitees, to comply with generally applicable policies established by Tenant for the Facility Premises, including those regarding security, access and building operations. Landlord agrees not to operate or permit any Person to operate any Concessions or Merchandise operations at the Facility Premises at any time except as permitted by Tenant. Landlord agrees to cause any third-party promoter for a Landlord Event to provide Tenant with evidence at least 10 days prior to any scheduled Landlord Event that it has obtained insurance with respect to the Landlord Event acceptable to Tenant in its reasonable discretion, which insurance shall name Tenant and its Affiliates as an additional insured and loss payee.

(h) Landlord shall make commercially reasonable efforts to use the name given to the Facility and any other portion or all of the Facility Premises in accordance with the terms of this Lease in all public correspondence, communications, advertising and promotion Landlord may undertake with respect to the Facility and any other portion or all of the Facility Premises and Landlord Events. In addition, Landlord shall use reasonable efforts to include such name on any directional or other signage that refers to or identifies the Facility, which is installed by Landlord after the date the Facility is named, or after the date of any name change to the Facility.

## 12. Capital Projects.

(a) Tenant shall be responsible for all Capital Repairs and may undertake Capital Improvements in accordance with this Section 12 (and all related Capital Expenses for such Capital Repairs and Capital Improvements, whether or not Landlord's consent is required, shall be borne by Tenant). Tenant shall provide Landlord with at least thirty (30) days' advance written notice of any and all Capital Projects (other than replacement or repair to field turf or sodded areas) with a value in excess of \$200,000 and Tenant shall deliver to Landlord all information reasonably requested by Landlord related to any and all Capital Projects. Any and all Capital Projects shall be and remain part of the Facility Premises and shall be subject to this Lease. Subject to Landlord's obligations under Section 11 above, in no event shall Landlord be obligated to reimburse or compensate Tenant or any other person or entity for any Capital Projects, and Tenant hereby waives any right to reimbursement or compensation for any Capital Projects.

(b) Notwithstanding anything to the contrary in this Lease, Tenant shall not permit or make any Capital Projects (other than routine maintenance and repair) which (i) materially affect the structure of the Facility, (ii) materially affect any of the systems (including, without limitation, electrical, mechanical, plumbing, water, sewer, drainage and fire safety systems) serving any portion of the Facility Premises, or (iii) are visible from the exterior of the Facility, unless and until the plans and specifications, including architectural drawings, have been approved by Landlord in writing, which approval shall not be unreasonably withheld, delayed or conditioned. If Landlord fails to object to any Capital Project within thirty (30) days after written notice to Landlord of the same, then Landlord shall be deemed to have approved of such Capital Project.

(c) Tenant shall ensure that all alterations or additions to the Facility Premises including, without limitation, Capital Projects are made in accordance with all Governmental Requirements, in a good and workmanlike manner and in quality equal to or better than the original construction of the Facility. Landlord's approval, if any, of Tenant's plans and specifications and architectural drawings shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency, or compliance with existing warranties or any Governmental Requirements, and Landlord's approval shall not be deemed a waiver of any Governmental Requirements.

(d) Nothing in this Lease shall modify any of Landlord's or Tenant's obligations with respect to management, repair and maintenance of the Stadium.

## 13. Title: Taxes.

(a) Ownership of fee title to the Facility Premises shall remain vested in Landlord during the Lease Term, subject to the covenants, conditions and terms of this Lease, and Tenant shall have a leasehold interest in and to the Facility Premises. Any leasehold improvements made to the Facility Premises shall be vested with Landlord which shall have fee title thereto, subject to the covenants, conditions and terms of this Lease. Notwithstanding the foregoing, no furnishings, furniture, trade fixtures, equipment or other personal property installed or constructed by Tenant on or within the Facility Premises shall be Landlord's property (unless such property is permanently affixed to and a leasehold improvement of the Facility Premises), but shall be the property of Tenant.

(b) Notwithstanding that fee title to the Facility Premises shall remain vested in Landlord during the Lease Term, it is acknowledged that (i) Tenant will pay for and construct or provide (or cause to be constructed or provided) a significant portion of the Facility and the installations, additions, fixtures and improvements to be placed in or upon the Facility Premises, whether temporary or permanent; (ii) Tenant shall retain the sole beneficial and depreciable interest for tax purposes (to the extent of its investment and any funds arranged by it) in such items; and (iii) for all income tax purposes, neither Landlord nor any other Person shall have the right to take depreciation deductions with respect to such items, or claim any other right to tax benefits arising from such items, such rights being exclusively reserved to Tenant unless assigned by Tenant, in whole or in part, to one or more third parties ("**Tenant's Beneficial Rights**"). For purposes of identifying the items subject to Tenant's Beneficial Rights, following substantial completion of the Facility and determination of the Facility Area, Tenant shall cause an independent accounting, appraisal or valuation firm to prepare a schedule (which shall be final and binding on the parties absent manifest error) allocating the investment of Tenant among such items forming part of the Facility Premises as it shall elect. [Note to draft: Tenant tax team reviewing]

(c) It is the belief and intent of Landlord and Tenant that neither the Facility Premises, nor any portion thereof, shall be the subject of any imposition, levy or payment of ad valorem real property tax and, in recognition thereof, Landlord agrees to that if any such tax is payable, it shall be used to pay Capital Expenses with respect to Capital Repairs.

14. Indemnity.

(a) Except to the extent attributable, in whole or in part, to the negligence or willful misconduct of Landlord, Tenant agrees to hold harmless, indemnify, and defend the Landlord Indemnitees against any and all Losses arising out of, related to, in connection with or incidental to (i) the use, occupation, and/or access of or to the Facility Premises by Tenant or any Tenant Indemnitee, (ii) the negligent or intentional actions or omissions of Tenant, any Tenant Indemnitee, or any of their respective members, managers, officers, employees, agents, representatives, agents, invitees, assignees, licensees, guests, customers, and subtenants, in or about the Facility Premises, or in the use, occupation, and/or access of or to the Facility Premises, or (iii) Tenant's breach of the provisions of this Lease or any default or violation hereunder. The indemnity obligations set forth in this Lease shall be in addition to those set forth on **Exhibit D** attached hereto and all of Tenant's indemnifications under the Lease shall survive the Lease Term.

(b) Nothing in this Section 14 shall constitute a waiver by either Landlord or Tenant or limit Landlord or Tenant's right to recover with respect to any tort action against the other party, subject to the limitations and provisions of Section 768.28, Florida Statutes, which are not hereby altered, expanded or waived. In the event of any joint negligence on the part of Landlord and Tenant, any loss shall be apportioned in accordance with the provisions of the Uniform Contribution Among Tortfeasors Act (Section 768.31, Florida Statutes), as that statute exists on the effective date of this Lease, and subject to the limitations and provisions of Section 768.28, Florida Statutes, which are not hereby altered, expanded or waived. This Section 14 relating to indemnification shall survive the Lease Term, and any holdover and/or contract extensions thereto, whether such Lease Term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Lease.

(c) Any agreements or licenses between Tenant and a user or licensee, or between Landlord and a user or licensee (for purposes of this paragraph, "**Licensee**") of the Facility Premises shall contain an agreement by such user or licensee to indemnify, defend, protect, and hold harmless the Landlord Indemnitees and Tenant Indemnitees from and against any and all Losses of any nature resulting from, arising out of or in connection with the Licensee's event or the use of the Facility Premises.

15. Insurance.

(a) Tenant Insurance Requirements. Without limiting its liability under this Agreement, Tenant agrees to procure and maintain at all times during this Lease, at its sole expense and at no expense to Landlord, insurance of the types and limits in the amounts as set forth on Exhibit C attached hereto and incorporated herein by reference.

(b) Landlord and Tenant agree to require any other Person that rents, leases or otherwise uses the Facility Premises for a Facility Event to procure and maintain, at its expense, insurance in amounts and of the types to be mutually agreed upon, taking into account the type of Facility Event and the risks posed thereby.

(c) Without limiting its liability under this Agreement, Landlord agrees to procure and maintain, at Tenant's sole cost and expense (payable within thirty (30) days after demand), the following types and amounts (the following limits being minimum requirements) of insurance for the Lease Term, and to furnish certificates confirming such coverage to Tenant, as reasonably requested by Tenant from time-to-time: "all risk" (also known as "special forms perils") property insurance, providing coverage that is no less broad than the ISO Cause of Loss Special Form or equivalent ISO all risk coverage form in use at the time, covering the Facility Premises, on a replacement cost measure-of-recovery basis for the full insurable value thereof. Landlord's property insurance policy shall name Tenant as an additional insured as its interests may appear.

16. Destruction or Damage. If, at any time during the Lease Term, the Facility Premises, or any portion thereof, should be materially damaged or destroyed by any fire or any other casualty, then Tenant shall promptly give written notice thereof to Landlord. All property insurance proceeds available pursuant to Section 15(c) hereof shall be used to repair and restore the Facility Premises, provided that if the total amount of insurance proceeds for such claims ("Insurance Proceeds") exceeds \$200,000, the same shall be paid into an escrow account, with a single escrow agent which shall be appointed jointly by Landlord and Tenant, both parties agreeing to use reasonable efforts to agree on such appointment. Payments from such escrow account shall conform to the usual and reasonable disbursement requirements of Landlord. Using funds from such Insurance Proceeds, Tenant shall restore, repair and/or rebuild the damaged or destroyed structures and other improvements to the condition that such structures and improvements existed prior to such casualty. Such restorations, repairs, and rebuilding shall be commenced as soon as practicable following the receipt of Insurance Proceeds and shall thereafter be prosecuted continuously to completion with diligence. Notwithstanding the foregoing, unless the destruction or damage was due to Tenant's gross negligence or willful misconduct, if the then-existing Lease Term is equal to or less than ten (10) years or the cost of restoring the Facility Premises shall exceed forty percent (40%) of the replacement cost of the Facility Premises, Tenant shall have the right to terminate this Lease by giving the City Representative written notice of Tenant's election to do so within 90 days after the date on which such damage or destruction occurred, and upon such notice being given, the Lease Term shall automatically terminate and end effective as of the date of damage or destruction. If Tenant terminates this Lease pursuant to this Section 16, all Insurance Proceeds payable with respect to any casualty at the Facility Premises shall be paid to and retained by Landlord. If Landlord failed to maintain the insurance required under Section 15(c), the amount of proceeds shall be deemed to be the amount Landlord would have collected less normal and customary reimbursement costs had Landlord maintained the insurance required under Section 15(c) with a reputable third-party insurer.

17. Quiet Enjoyment. As long as there is no Tenant Default, Tenant shall peaceably and quietly hold and enjoy the Facility Premises for the Lease Term without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, except as otherwise expressly provided in this Lease, and Landlord shall defend Tenant's possession of the Facility Premises against all parties lawfully or equitably claiming by, through or under Landlord.

18. Condemnation. If any part of the Facility Premises is taken by eminent domain or condemnation or voluntarily transferred to a governmental authority under the threat thereof (each, a "Condemnation Proceeding"), Tenant may, at its sole option, terminate the Lease by giving written

notice to the City Representative within 30 days after the taking. Landlord and Tenant shall each be entitled to seek a separate award for their respective interests in the Facility Premises. If separate awards are not available, then the single award after deducting the costs of collection, shall be equitably and fairly apportioned between Landlord and Tenant to compensate each for their interest in the Facility Premises. Such apportionment shall be reasonably determined by the mutual agreement of the parties, provided if the parties fail to agree, the matter will be resolved in accordance with Section 21. If at any time during the Lease Term less than the entire Facility Premises shall be taken in any Condemnation Proceeding and Tenant does not otherwise terminate this Lease pursuant to this Section 18, then this Lease shall not terminate but shall continue in full force and effect for the remainder of the stated Lease Term, and Tenant shall continue to perform and observe all of the terms, covenants, conditions, agreements and obligations of Tenant to be performed under this Lease as though such taking had not occurred, except that Tenant shall be excused from performing its obligations hereunder to the extent prevented from doing so by reason of such partial condemnation. In the case of any partial condemnation, notwithstanding any judicial allocation of any award in the Condemnation Proceedings, the proceeds of the award shall be applied as follows: (i) first to reimburse the parties for the reasonable costs of collection, and (ii) any excess shall be equitably and fairly apportioned between Landlord and Tenant to compensate each for loss associated with their interest in the Facility Premises. Such apportionment shall be reasonably determined by the mutual agreement of the parties, provided if the parties fail to agree, the matter shall be governed by Section 21 of this Lease.

19. Assignment.

(a) Tenant shall not sell, assign, sublease, transfer, license, pledge, mortgage or encumber (each, a "Transfer") this Lease or all or any of its rights under this Lease, in whole or in part, by operation of law or otherwise, without first obtaining the written consent of the City Representative, which consent may be withheld or conditioned in his or her sole discretion.

(b) Notwithstanding Section 19(a) or any other provision of this Lease, the following Transfers shall be permitted without the consent of the City Representatives, provided that Tenant shall give Landlord at least thirty (30) days prior written notice of the Transfer:

1) Tenant may Transfer any or all of its rights and obligations under this Lease to an Affiliate that is a wholly owned subsidiary of the Jacksonville Jaguars, LLC, a Delaware limited liability company, provided that such Affiliate, pursuant to a written instrument in form and content acceptable to Landlord and executed and delivered to Landlord, assumes all of the obligations of Tenant under this Lease and agrees to abide by and be bound by the terms and conditions of this Lease;

2) Tenant may pledge, mortgage, collaterally assign, grant a leasehold mortgage or other security interest in or otherwise encumber this Lease or any or all of its rights under this Lease to any lender or other provider, guarantor or insurer of financing to Tenant (as long as such lender or other provider, guarantor or insurer of financing agrees that any lien or security interest shall be subordinate to any lien or security interest held by Landlord), and provided any such lender or other provider, guarantor or insurer agrees to abide and be bound by the terms and conditions of this Lease, and that any payment obligations of Tenant in connection with Lease shall be and remain senior and superior in all respects to any such interests; and

3) Tenant may Transfer all of its rights hereunder to any Person that acquires Tenant's NFL franchise membership with the approval of the NFL (or an Affiliate of such Person), provided such transferee (or one or more Affiliates of such transferee) assumes all of the obligations of Tenant under this Lease and agrees to abide and be bound by all of the terms and provisions of this Lease.

(c) Upon a Transfer approved by the City Representative under Section 19(a),



Section 19(b)(1) or Section 19(b)(3), Tenant shall be relieved of its obligations under this Lease from and after the date of such Transfer, but shall remain liable for any obligations or liabilities of Tenant arising prior to the Transfer date. Subject to the foregoing sentence, Tenant shall not be released or discharged from any liability under this Lease, unless expressly permitted by Landlord in writing, and Tenant's liability shall remain primary, and in the event of a Tenant Default, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against any transferee.

(d) Tenant shall pay all reasonable attorneys' fees and expenses incurred by Landlord with respect to any Transfer.

(e) For the avoidance of doubt, and notwithstanding anything contained in this Section 19 to the contrary, the parties confirm that Tenant shall have the right to sell or grant to Persons (on a short-term basis) licenses, non-exclusive usage or similar rights for the use, servicing or maintenance of any part of the Facility Premises (including any concessionaires), subject to the terms and conditions of Section 6, Section 9 and Section 11 of this Lease, without first obtaining the written consent of the City Representative, provided that the foregoing shall not release Tenant from any liability under this Lease.

(f) Without the prior written consent of Tenant, which may be withheld or conditioned in Tenant's sole discretion, Landlord shall not (i) grant or permit to exist any mortgage, deed of trust, deed to secure debt, lien, charge or other encumbrance upon any right, title or interest of Landlord in or under this Lease or in the Facility Premises or any portion thereof, or (ii) Transfer this Lease, any portion of the Facility Premises, any of its rights or obligations under this Lease or any of its rights in or to the Facility Premises.

(g) Any Transfer by a party in violation of this Section 19 shall be void ab initio and of no force or effect.

(h) Each of the parties shall, upon the reasonable request of the other party, execute and deliver to the other party or its designee a certificate stating:

(i) that this Lease is unmodified and is in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications or, if this Lease is not in full force and effect, that such is the case);

(ii) to the knowledge of the party providing the certificate, that there are no defaults by it or the other party (or specifying each such default as to which it may have knowledge) and that there are no uncured defaults by it or the other party under the Lease and no events or conditions then in existence that, with the passage of time or notice or both, would constitute a default on the part of it or the other party under this Lease, or specifying such defaults, events or conditions, if any are claimed;

(iii) confirmation of the Term Commencement Date and expiration date of the Lease Term; and

(iv) to its knowledge, whether there are any counterclaims against the enforcement of any party's obligations.

## 20. Default.

(a) Each of the following events shall be a default hereunder by Tenant (a "**Tenant Default**"):

(i) If Tenant shall fail to pay any amount due to Landlord hereunder as and when the same shall become payable and due and the same remains unpaid for 30 days after

Landlord's written notice of non-payment; or

(ii) If Tenant shall fail to perform in any material respect any of its obligations or comply with the covenants and terms of this Lease on Tenant's part to be performed and such non-performance shall continue for a period of 30 days after written notice thereof by Landlord to Tenant; or if Tenant shall fail to act in good faith to commence and undertake such performance within such 30-day period to cure a non-performance that is not reasonably capable of cure within the initial 30-day period; or Tenant, having commenced in good faith to undertake such performance within the initial 30-day period, shall fail to diligently and continuously proceed to cure such non-performance to completion, provided that such cure period shall not exceed a cumulative total of 150 days; or

(iii) If Tenant makes a Transfer in violation of Section 19; or

(iv) If Tenant or any guarantor of the Lease shall (A) make a general assignment for the benefit of creditors; (B) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "proceeding for relief"); (C) become the subject of any proceeding for relief which is not dismissed within 60 days of its filing or entry; (D) have a receiver appointed for its assets (and the appointment is not stayed or vacated within thirty (30) days); or (E) be dissolved.

Landlord may institute litigation to recover damages or to obtain any other remedy at law or in equity (including, without limitation, specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of legal or equitable remedy) for any Tenant Default. In addition, at any time there is a continuing Tenant Default, Landlord may enter upon the Facility Premises and do whatever Tenant was obligated to do under the terms of this Lease or otherwise cure any Tenant Default; Tenant agrees to reimburse Landlord within thirty (30) days after demand for any reasonable, documented, out-of-pocket expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, all such amounts constituting Rent, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action. No action taken by Landlord pursuant to this Section 20(a) shall relieve Tenant from any of its obligations under this Lease or from any damages or liabilities arising from the failure to perform such obligations.

(b) Each of the following events shall be a default hereunder by Landlord (a "**Landlord Default**"):

(i) If Landlord shall fail to pay any undisputed amount due to Tenant hereunder as and when the same shall become payable and due and the same remains unpaid for 30 days after Tenant's written notice of non-payment; or

(ii) If Landlord shall fail to perform in any material respect any of the covenants and terms of this Lease on Landlord's part to be performed and such non-performance shall continue for a period of 30 days after written notice thereof by Tenant to Landlord; or if Landlord shall fail to act in good faith to commence and undertake performance within such 30-day period to cure a non-performance which is not reasonably susceptible of cure within the initial 30-day period; or Landlord, having commenced in good faith to undertake such performance within the initial 30-day period, shall fail to diligently proceed to cure such non-performance to completion; or

(iii) If Landlord assigns this Lease in violation of Section 19.

Tenant may institute litigation to recover damages or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy) for any Landlord Default.

(c) Except with respect to rights and remedies expressly declared to be exclusive in this Lease, the rights and remedies of the parties provided for in this Lease are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any such other rights or remedies for the same Default or any other Default. Any failure of a party to exercise any right or remedy as provided in this Lease shall not be deemed a waiver by that party of any claim for damages it may have by reason of the Default.

(d) In no event shall either party be liable under any provision of this Lease for any special, indirect, incidental, consequential, exemplary, treble or punitive damages, in contract, tort or otherwise, whether or not provided by statute and whether or not caused by or resulting from the sole or concurrent negligence or intentional acts of such party or any of its Affiliates or related parties.

21. Dispute Resolution.

(a) Negotiation between Executives. The parties will attempt in good faith to resolve any disagreement with respect to the terms of this Lease promptly by negotiations between the City Representative and Tenant senior executives who have authority to settle the disagreement. If a party has a disagreement with the other party, it shall deliver written notice setting forth in reasonable detail the terms of the disagreement. The other party shall reply, in writing, within 5 days of receipt of the notice. The notice and response shall include, at a minimum, a statement of each party's position and a summary of the evidence and arguments supporting its position. The City Representative and Tenant executives shall meet at a mutually agreed upon time and place within 5 days of the reply, and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the disagreement.

(b) Litigation. If the disagreement has not been resolved within two months of a party giving notice as provided in subparagraph (a) above regarding the disagreement, the parties shall have the right to resort to their remedies at law or in equity. Venue for such litigation shall be in the courts situated in Jacksonville, Duval County, Florida. In any claim, dispute or litigation, each party shall bear its own costs (including attorneys' and other professionals' fees).

22. Termination.

(a) Notwithstanding any other provision of this Lease to the contrary, this Lease may not be terminated by either party (upon a Default or otherwise), and each party waives any right to terminate it may have at law or in equity, except as specifically provided in Sections 20 and 22 of this Lease.

(b) Tenant shall have the right to terminate this Lease, by giving written notice of termination to Landlord, upon any Landlord Default; provided that, in the event that Landlord causes Tenant to be unable to use or otherwise prohibits Tenant from using the Facility Premises for a period of more than sixty (60) consecutive days, Tenant's maintenance, repair and other obligations with respect to the Facility Premises under this Lease shall be temporarily suspended until such time as Tenant is permitted to use the Facility Premises.

(c) Landlord shall have the right to terminate this Lease, by giving written notice of termination to Tenant, upon a Tenant Default described in Sections 20(a)(ii)-(iv).

(d) If this Lease terminates in accordance with this Section 22, this Lease shall, on the effective date of such termination, terminate with respect to all future rights and obligations of performance by the parties (except for the rights and obligations that expressly are to survive termination as provided herein). Termination of this Lease shall not alter the claims, if any, of the parties for breaches of this Lease occurring prior to such termination, and the obligations of the parties with respect to such breaches shall survive termination (including those giving rise to such termination).

(e) The rights and remedies conferred upon or reserved to the parties in Section 20 and this Section 22 are intended to be the exclusive remedies available to each of them upon a breach or default by the other party, except as may be otherwise expressly set forth in this Lease.

23. Expiration of Lease Term. At the expiration or earlier termination of the Lease Term, Tenant shall peaceably surrender and deliver to Landlord the Facility Premises and all Capital Improvements in the condition required by this Lease. Notwithstanding the expiration of the Lease Term, Tenant shall have the right to remove from the Facility Premises during a reasonable period of time, not to exceed 90 days, following the expiration of the Lease Term all personal property of Tenant situated at the Facility Premises, provided Tenant restores any damage to the Facility Premises caused by such removal. Any personal property of Tenant not removed shall become the property of Landlord, which may dispose of the same in its sole discretion. Further, Tenant shall not have encumbered the Facility Premises with any mortgages, mechanics' liens, or otherwise, and title to the Facility Premises shall be in the same condition as of the Effective Date, except for recorded instruments contemplated to be recorded against the Facility Premises hereby or agreed to be so recorded in writing by Landlord.

24. Construction Liens. Tenant shall have no power to do any act or make any contract that may create or be the foundation of any lien, mortgage or other encumbrance upon the reversionary or other estate of Landlord, or any interest of Landlord in the Facility Premises. NO CONSTRUCTION LIENS OR OTHER LIENS FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED TO THE PREMISES SHALL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN AND TO THE FACILITY PREMISES. Tenant shall keep the Facility Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of Tenant. Should any lien or claim of lien be filed against the Facility Premises by reason of any act or omission of Tenant or any of Tenant's agents, employees, contractors or representatives, then Tenant shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after the filing thereof. Should Tenant fail to discharge the lien within thirty (30) days, then Landlord may discharge the lien. The amount paid by Landlord to discharge the lien (whether directly or by bond), plus all administrative and legal costs incurred by Landlord, shall be additional rent payable on demand. The remedies provided herein shall be in addition to all other remedies available to Landlord under this Lease or otherwise. The parties hereto agree that in no event shall the interest of Landlord be subject to the liens for improvements made by Tenant, and this expressly prohibits such liability. Pursuant to Section 713.10, Florida Statutes, this provision specifically provides that no interest of Landlord shall be subject to liens for improvements made by the Tenant at or under Tenant's direction. This provision shall serve as notice to all potential construction lienors that Landlord shall not be liable for and the Facility Premises shall not be subject to liens for work performed or materials supplied at Tenant's request or at the request of anyone claiming an interest by, through or under Tenant. Further, any contractor, vendor, supplier or other party providing work or services to and for the Premises that is entitled to a mechanic's lien pursuant to Chapter 713, Florida Statutes, shall look solely to the leasehold interest of the Tenant in the Lease and may not encumber the fee title to the Facility Premises owned by the Landlord. Tenant shall provide notice of this provision to all contractors, vendors, suppliers, and other parties providing work or materials at the Premises. The foregoing provision shall be included in any recorded notice under Section 713.10, Florida Statutes, or memorandum of this Lease.

24. Right of Landlord to Inspect. Landlord, upon three days' advance written notice to Tenant (except in the event of an emergency in which case Landlord may enter the Facility immediately and, if reasonable under the circumstances, provide notice to Tenant), may enter into and upon the Facility at a time reasonably designated by Tenant for the purpose of inspecting same and for any other purposes allowed hereunder. Tenant shall have the right to require as a condition to Landlord's access that Tenant have a representative present while Landlord is accessing the Facility.

25. Force Majeure. If Landlord or Tenant shall be delayed in, hindered in or prevented from the performance of any act required hereunder (other than performance requiring the payment of a sum of money) by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, rules, legal requirements, regulations or actions, riots,

insurrection, the act, failure to act or default of the other party, war, armed conflict, terrorism, epidemic, pandemic or other reason beyond such party's reasonable control (excluding the unavailability of funds or financing), then the performance of such act shall be excused for the period of the delay and the period for the performance of any such act as required herein shall be extended for a period equivalent to the period of such delay; provided that the party whose performance is delayed shall have commenced and is diligently pursuing all reasonable and available means and measures necessary to minimize or eliminate such delay resulting from any such causes or conditions. Each party shall give written notice of any such delay to the other party within five (5) days of such party's actual knowledge of the occurrence of such force majeure event.

26. Permits. Tenant will be responsible for, and Landlord, in its proprietary and not regulatory capacity, shall at no cost to Landlord reasonably assist Tenant in, obtaining all licenses, permits, inspections and other approvals necessary for the operation of the Facility as contemplated by this Lease. Landlord shall assist, at no cost to Landlord, Tenant in obtaining all permits and approvals from regulatory entities having jurisdiction and shall apply for all permits and approvals that must be obtained by the owner of the Facility.

27. Environmental Requirements.

(a) Prohibition against Hazardous Materials. Except for Hazardous Materials contained in products used by Tenant in customary quantities for ordinary cleaning, disinfectant and office purposes in accordance with Government Requirements and NFL rules, Tenant shall not cause or permit any party to bring any Hazardous Materials upon the Facility Premises or on the Property or transport, treat, store, use, generate, manufacture, dispose, or release any Hazardous Materials on or from the Property. Tenant shall promptly deliver to Landlord a copy of any notice of violation it receives relating to the Facility Premises or the Property of any Government Requirements relating to Hazardous Materials. Tenant shall promptly deliver to Landlord a copy of any notice of violation it receives relating to the Facility Premises or the Property of any Government Requirements relating to Hazardous Materials. To the extent authorized by law, Tenant is and shall be deemed to be the responsible party, including the "owner" and/or "operator" and/or "generator" and/or "arranger" of Tenant's "facility" and the "owner" of all Hazardous Materials brought on the Facility Premises or the Property by a Tenant Indemnitee and the wastes, by-products, or residues generated, resulting, or produced from those items.

(b) Removal of Hazardous Materials. Tenant, at its sole cost and expense, shall remove or remediate all Hazardous Materials generated, stored, treated, disposed of, or otherwise released or permitted to be released by a Tenant Indemnitee onto or from the Facility Premises after the date of this Lease, in a manner and to a level satisfactory to Landlord in its reasonable discretion, that complies with all applicable Government Requirements, and that does not rely on engineered barriers or vapor mitigation systems except as approved by Landlord. If Tenant fails to perform the work within the time period specified by applicable Government Requirement or before Tenant's right to possession terminates or expires (whichever is earlier), Landlord may at its discretion, and without waiving any other remedy available under this Lease or at law or in equity (including an action to compel Tenant to perform the work), perform the work at Tenant's cost. Tenant shall pay all reasonable costs incurred by Landlord in performing the work within thirty (30) days after such payments are due and owing. All work that Landlord performs is on behalf of Tenant, and Tenant remains the owner, generator, operator, transporter, and/or arranger of the Hazardous Materials for purposes of Government Requirements. Tenant agrees to not enter into any agreement with any person, including any governmental authority, regarding the removal of Hazardous Materials that have been disposed of or otherwise released onto or from the Facility Premises or the Property without the written approval of Landlord, which approval shall not be unreasonably withheld or unduly delayed.

(c) Tenant's Indemnity. Tenant shall indemnify and defend Landlord (with counsel, consultants, and experts reasonably acceptable to Landlord) against all Losses, which are brought or recoverable against, or suffered or incurred by Landlord as a result of any release of

Hazardous Materials caused by a Tenant Indemnitee or any breach of the requirements under this Section 25 by a Tenant Indemnitee, except to the extent caused by Landlord's negligence or willful misconduct. The indemnity set forth in this Section 25 shall survive the expiration or earlier termination of this Lease.

(d) Landlord's Rights. Landlord shall have access to, and a right but not the obligation to perform inspections and tests of, the Facility Premises to determine Tenant's compliance with Governmental Requirements and Tenant's obligations under this Section 25, the presence of Hazardous Materials at the Facility Premises, or other environmental condition of the Facility Premises. Access shall be granted to Landlord upon Landlord's reasonable prior notice to Tenant and at times so as to minimize, so far as may be reasonable under the circumstances, any disturbance to Tenant's operations. Landlord's inspections and tests shall be conducted at Landlord's expense, unless they reveal that Tenant has not complied with any Governmental Requirement or has breached any of its obligations under this Section 25, in which case Tenant shall reimburse Landlord for the reasonable cost of the inspection and tests upon presentation of documentation evidencing such costs. Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights that Landlord holds against Tenant. Tenant shall promptly notify Landlord of any communication or report that Tenant receives from or makes to any governmental authority regarding any possible violation of Laws or release or threat of release of any Hazardous Materials onto or from the Facility Premises or the Property. Within 15 days after Tenant receives any documents or correspondence from any governmental agency or other party relating to a possible violation of Governmental Requirements or claim or liability associated with the release or threat of release of any Hazardous Materials onto or from the Facility Premises or the Property, Tenant shall deliver a copy to Landlord.

(e) Financial Assurances. In addition to all other rights and remedies available to Landlord under this Lease or otherwise, Landlord may, in the event of a breach of the requirements of this Section 25 that is not cured within thirty (30) days following notice to Tenant of the breach, require Tenant to provide reasonable financial assurance (such as insurance, escrow of funds, or third-party guarantee) in an amount and form mutually satisfactory to Landlord and Tenant. The requirements of this Section 25 are in addition to and not in lieu of any other provision in this Lease.

28. Waste; Nuisance. Tenant agrees to conduct Tenant's operations upon the Facility Premises with care, and to not permit waste nor destroy or remove without the consent of the Landlord any of the buildings or improvements existing on the Leased Premises on the Term Commencement Date. Tenant shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Facility Premises or use the Facility Premises for any unlawful purpose. Landlord acknowledges and agrees that Tenant's football operations or sports related business of any Tenant Affiliate shall not constitute waste or a nuisance if conducted in the ordinary course and in compliance with the terms of this Lease.

29. Disclaimer of Warranties. Tenant has accepted the Facility Premises in its "AS-IS," "WHERE-IS," with all faults condition as of the Term Commencement Date. Tenant acknowledges that neither Landlord nor any member, officer, employee or agent of Landlord has made any representation or warranty with respect to the Facility Premises or any portion thereof or with respect to the suitability of same for the Permitted Use.

30. Miscellaneous.

(a) Notices. Any and all notices which are allowed or required in this Lease shall be in writing and shall be duly delivered and given when personally served or mailed to the person at the address designated below. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail - return receipt requested or via reputable courier service. Notice shall be deemed given on the date of personal delivery or mailing and receipt shall be deemed to have occurred on the date of receipt; in the case of receipt of certified or registered mail, the date of receipt shall be evidenced by return receipt documentation. Any entity may change its address as

designated herein by giving notice thereof as provided herein.

If to Landlord: City of Jacksonville  
117 West Duval Street, Suite 400  
Jacksonville, Florida 32202  
Attn: Chief Administrative  
Officer

With Copy to: Office of General Counsel  
City of Jacksonville  
117 West Duval Street, Suite 480  
Jacksonville, Florida 32202  
Attn: General Counsel

To Tenant: Jacksonville Jaguars, LLC  
1 TIAA Bank Field Drive  
Jacksonville, Florida  
32202  
Attn: President

With a Copy to: Jacksonville Jaguars, LLC  
1 TIAA Bank Field Drive  
Jacksonville, Florida 32202  
Attn: Legal

(b) Legal Representation. Each respective party to this Lease has been represented by counsel in the negotiation of this Lease and accordingly, no provision of this Lease shall be construed against a respective party due to the fact that it or its counsel drafted, dictated or modified this Lease or any covenant, condition or term thereof.

(c) Further Instruments. Each respective party hereto shall, from time to time, execute and deliver such further instruments as any other party or parties or its counsel may reasonably request to effectuate the intent of this Lease.

(d) Severability or Invalid Provision. Wherever possible, each provision, condition and term of this Lease shall be interpreted in such manner as to be effective and valid under applicable law. If any one or more of the agreements, provisions, covenants, conditions and terms of the Lease shall be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such agreements, provisions, covenants, conditions or terms shall be null and void with no further force or effect and shall be deemed severable from the remaining agreements, provisions, covenants, conditions and terms of the Lease and shall in no way affect the validity of any of the other provisions hereof.

(e) No Personal Liability. No representation, statement, covenant, warranty, stipulation, obligation or agreement contained herein shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any member, officer, employee or agent of Landlord or Tenant in his or her individual capacity and none of the foregoing persons shall be liable personally or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

(f) Third Party Beneficiaries. Other than any indemnitees set forth in Section 14, nothing herein express or implied is intended or shall be construed to confer upon any entity other than Landlord and Tenant any right, remedy or claim, equitable or legal, under and by reason of this Lease

or any provision hereof, all provisions, conditions and terms hereof being intended to be and being for the exclusive and sole benefit of Landlord and Tenant.

(g) Successors and Assigns. To the extent allowed by Section 19, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

(h) Survival of Representations and Warranties. The respective representations and warranties of the respective parties to this Lease shall survive the expiration or termination of the Lease and remain in effect.

(i) Governing Law: Venue. This Lease shall be governed by and construed in accordance with the internal laws of the State of Florida. The federal and state courts in Duval County, Florida, and the appellate courts thereto, shall be the exclusive venue for resolution of any claim, action or proceeding involving the parties in connection with this Lease.

(j) Section Headings. The section headings inserted in this Lease are for convenience only and are not intended to and shall not be construed to limit, enlarge or affect the scope or intent of this Lease, nor the meaning of any provision, condition or term hereof.

(k) Counterparts and Signature Pages. This Lease may be executed in two or more counterparts, each of which shall be deemed an original. The signatures to this Lease may be executed on separate pages, and when attached to a counterpart of this Lease shall constitute one complete document. Delivery of an executed counterpart by electronic transmission shall have the same effect as delivery of an original ink counterpart.

(l) Entire Agreement. This Lease, together with its exhibits, contains the entire agreement between the respective parties hereto and supersedes any and all prior agreements and understandings between the respective parties hereto relating to the subject matter hereof. No statement or representation of the respective parties hereto, their agents or employees, made outside of this Lease, and not contained herein, shall form any part hereof or bind any respective party hereto. This Lease shall not be supplemented, amended or modified except by written instrument signed by the respective parties hereto.

(m) Time. Time is of the essence of this Lease. When any time period specified herein falls upon a Saturday, Sunday or legal holiday, the time period shall be extended to 5:00 P.M. on the next ensuing business day.

(n) Waiver of Defaults. The waiver by either party of any breach of or default under this Lease by the other party shall not be construed as a waiver of any subsequent breach of or default in respect of any duty or covenant imposed by this Lease.

(o) General Interpretive Provisions. Whenever the context may require, terms used in this Lease shall include the singular and plural forms, and any pronoun shall include the corresponding masculine and feminine forms. The term "including", whenever used in any provision of this Lease, means including but without limiting the generality of any description preceding or succeeding such term. Each reference to a Person shall include a reference to such Person's successors and assigns. All references to "Articles", "Sections", "Schedules" or "Exhibits" shall be references to the Articles, Sections, Schedules and Exhibits to this Lease, except to the extent that any such reference specifically refers to another document.

(p) Non-Discrimination. Tenant shall not discriminate against any person on the basis of race, creed, color, sex, religion, national origin, age, marital status, disability or any other protected class under applicable law in its use and operations of the Facility Premises.



(q) Brokers. Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease. Tenant and Landlord each indemnify the other against all Losses for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party.

(r) No Partnership. The parties agree that they intend by this Lease to create only the relationship of landlord and tenant. No provision of this Lease, or act of either party under this Lease, shall be construed as creating the relationship of principal and agent, or as creating a partnership, joint venture, or other enterprise, or render either party liable for any of the debts or obligations of the other party, except under any indemnity provisions of this Lease.

(s) No Recording. This Lease shall not be recorded or filed in the public land or other records of any jurisdiction by either party hereto and any attempt to do so may be treated by the other party as a breach of this Lease.

(t) Notice. The parties hereto shall execute a notice under Section 713.10, Florida Statutes, as mutually agreed upon by the parties, in their reasonable judgment, which shall be recorded in the public records of Duval County, Florida.

(u) Radon Disclosure. The following disclosure is required to be made by the laws of the State of Florida:

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

(v) NFL Approval. To the extent required by NFL rules (as determined by the NFL in its sole discretion), Tenant shall seek NFL approval of this Lease. If this Lease requires NFL approval and is not approved by the NFL (and such approval is not being unreasonably withheld, conditioned or delayed), and the NFL has reasonable comments hereto, Landlord and Tenant shall cooperate in good faith to modify this Lease to incorporate such reasonable comments prior to the execution of this Lease, and subject to the review and approval by City Council in its sole discretion.

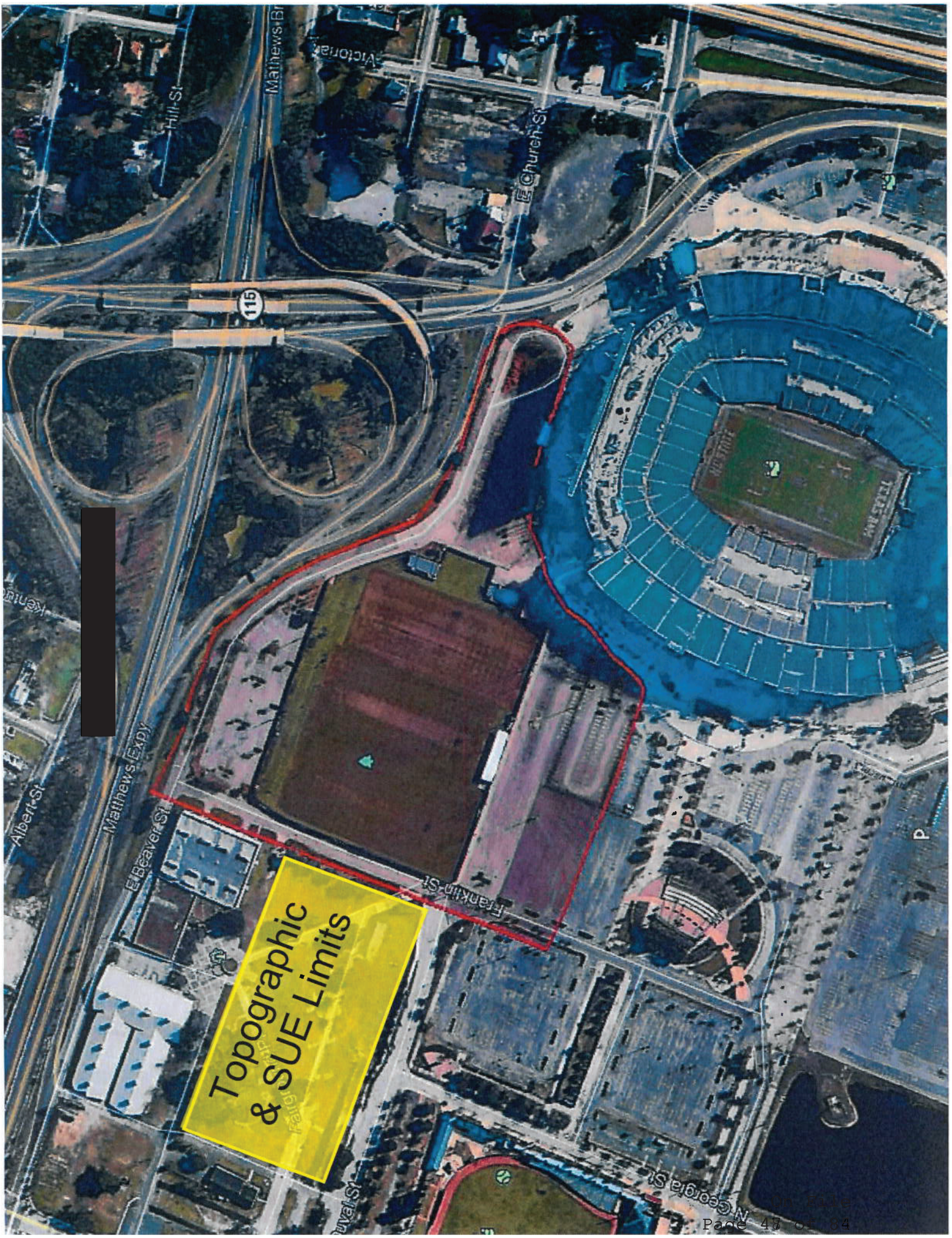
Exhibit A

Stadium Lease

That certain Lease dated as of September 7, 1993 by and between the City of Jacksonville, Florida, and Touchdown Jacksonville, Ltd.; as amended by that certain Amendment Number 1 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of February 28, 1995; as further amended by that certain Amendment Number 2 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of July 30, 1996; as further amended by that certain Amendment Number 3 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of March 11, 1997; as further amended by that certain Amendment Number 4 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of June 11, 1997; as further amended by that certain Amendment Number 5 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of September 6, 2002; as further amended by that certain Amendment Number 6 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated June 26, 2003; as further amended by that certain Amendment Number 7 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of May 27, 2004; as further amended by that certain Amendment Number 8 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of January 31, 2005; as further amended by that certain Amendment Number 9 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of April 7, 2009; as further amended by that certain Amendment Number 10 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated August 20, 2010; as further amended by that certain Amendment Number 11 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of August 1, 2011; as further amended by that certain Amended and Restated Amendment Number 12 to Lease by and between the City of Jacksonville and Jacksonville Jaguars, LLC, dated as of June 30, 2014; as further amended by that certain Amendment Number 13 to Lease by and between City of Jacksonville and Jacksonville Jaguars, LLC (and, solely for the purposes of the SMG Guaranty in Section 9 thereof, SMG) dated as of July 30, 2015; as further amended by that certain Amendment Number 14 to Lease by and between the City of Jacksonville and Jacksonville Jaguars, LLC, dated as of December 11, 2015, as further amended by that certain Amendment Number 15 to Lease by and between the City of Jacksonville and Jacksonville Jaguars, LLC, dated as of \_\_\_\_\_, 2021 and as it may be further amended, restated, supplemented, waived or otherwise modified from time to time.

**Exhibit B**  
**Facility Premises**





Topographic  
& SUE Limits



**Exhibit C**

**INSURANCE REQUIREMENTS**

Without limiting its liability under this Lease, Tenant shall at all times during the term of this Lease procure prior to commencement of work and maintain at its sole expense during the life of this Lease (and Tenant shall require its contractors, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

**Insurance Coverages**

Schedule	Limits
<b>Worker's Compensation</b>	Florida Statutory Coverage
<b>Employer's Liability</b>	\$1,000,000 Each Accident
	\$1,000,000 Disease Policy Limit
	\$1,000,000 Each Employee/Disease

This insurance shall cover the Tenant (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

**Commercial General Liability**

\$2,000,000	General Aggregate
\$5,000,000	Products & Comp. Ops. Agg.
\$5,000,000	Personal/Advertising Injury
\$5,000,000	Each Occurrence
\$1,000,000	Fire Damage
\$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

**Liquor Liability** \$5,000,000 Each Occurrence

In the event that Tenant engages in or permits the serving of, or the sale of, alcoholic beverages at any event at the Facility, then Tenant shall procure, or cause to be procured, either by Tenant's direct purchase or through purchase by Tenant's caterer(s), contractor(s) or concessionaire(s), insurance to cover risks of the serving, sale and consumption of alcohol.

**Automobile Liability**

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

**Personal Property:** Tenant may place its personal property within the leased space during the Lease Term from time to time at its discretion; however, all Tenant personal property that may within the leased space during the Lease Term shall be thereon at Tenant's sole risk. Under no circumstances will the City be responsible for the Tenant's personal property.

#### **Additional Insurance Provisions**

- A. **Certificates of Insurance.** Tenant shall deliver the City Certificates of Insurance that shows the corresponding **City Contract or Bid Number** in the Description, **Additional Insureds, Waivers of Subrogation and Primary & Non-Contributory** statement as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- B. **Additional Insured:** All insurance **except** Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2011 and, if products and completed operations is required, CG2037, Automobile Liability CA2048.
- C. **Waiver of Subrogation.** All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.
- D. **Carrier Qualifications.** The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- E. **Tenant's Insurance Primary.** The insurance provided by the Tenant shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- F. **Deductible or Self-Insured Retention Provisions.** All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Tenant. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Lease.
- G. **Tenant's Insurance Additional Remedy.** Compliance with the insurance requirements of this Contract shall not limit the liability of the Tenant or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers,

employees or agents shall be in addition to and not in lieu of any other remedy available under this Lease or otherwise.

- H. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Tenant shall relieve Tenant of Tenant's full responsibility to provide insurance as required under this Lease.
- I. Notice. The Tenant shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, the Tenant, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of the Tenant under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.
- L. Special Provision: Prior to executing this Agreement, Tenant shall present this Contract and insurance requirements to its Insurance Agent Affirming: 1) That the Agent has Personally reviewed the insurance requirements of the Contract Documents, and (2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of the Tenant.

## Exhibit D

### INDEMNIFICATION

Tenant shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes bodily injury, including death, or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance under the Lease, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Lease contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Lease; and

3. Intellectual Property Liability, to the extent this Lease contemplates intellectual property exposures, arising directly or indirectly out of any allegation that Tenant's acts or omissions as contemplated in this Lease, constitute an infringement of any copyright, patent, trade secret or any other intellectual property right.

**If any proceeding is filed for which indemnity is required hereunder, Tenant agrees, upon request therefor, to defend Landlord in such proceeding at its sole cost utilizing counsel satisfactory to Landlord. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the License or otherwise. Such terms of indemnity shall survive the expiration or termination or expiration of this License and shall not terminate or be waived, diminished or affected in any manner by any abatement or apportionment of Rent under any provision of this License.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.



**Exhibit D**

Insurance

Insurance and Indemnification Requirements. The insurance requirements below shall only be applicable to any work performed in connection with the construction of 2021 Improvements (or “Project” for purposes of this Exhibit only).

**Insurance Coverages**

**Construction Insurance Requirements.**

Without limiting its liability under this contract JLL shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and JLL shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

(i) Contractor’s Insurance

**Workers Compensation**

**Employer’s Liability**  
(Including appropriate Federal Acts)

Florida Statutory Coverage  
\$1,000,000 Each Accident  
\$1,000,000 Disease Policy Limit  
\$1,000,000 Each Employee/Disease

Contractor’s insurance shall cover the contractor (and its subcontractors of any tier, to the extent its subcontractors are not otherwise insured) for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employers’ Liability Act and any other applicable federal or state law.

**Commercial General Liability** – Such insurance shall be no more restrictive than that provided by the most recent version of the Standard Commercial General Liability Form (ISO CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by The State of Florida or those which, under an ISO Filing, must be attached to the policy (i.e. Mandatory endorsement) including but not limited to Broad Form Property Damage, Blanket Contractual, independent contractors, subconsultants or contractors and sub-subconsultants or sub-subcontractors, other customary endorsements (e.g., pollution, lead, ERISA, radioactive matter, professional liability) and those reasonably requested by the City’s Office of Insurance & Risk Management.

\$5,000,000 General Aggregate  
\$5,000,000 Products/Comp. Ops Aggregate  
\$1,000,000 Personal/Advertising Injury  
\$1,000,000 Each Occurrence

Aggregate Limits are to apply per project. Limits can be met by a combination of primary and excess limits.

(Contractor or subcontractors shall maintain products and completed operations coverage for period of five (5) years after the final completion of the work.)

**Business Automobile Liability** \$1,000,000 Combined Single Limit  
(Coverage for all automobiles-owned, hired or non-owned)

Such insurance shall be no more restrictive than that provided by the most recent version of the Standard Commercial Automobile Liability Form (ISO CA 00 01) as filed for use in the State of Florida

**Employment-Related Practices Liability** \$1,000,000 Per Claim/Aggregate

(Contractor shall maintain insurance covering employment practices liability exposures, such as liability arising from discrimination, wrongful termination, sexual harassment, coercion, and other workplace torts.)

**Contractor's Professional Liability** \$3,000,000 Per Claim & Aggregate  
(If applicable)

Professional Liability coverage will be provided on an Occurrence Form or Claims Made Form with a retroactive date to at least the first date of commencement of professional services for the project. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

**Design Professional Liability** \$3,000,000 per Claim  
\$3,000,000 Aggregate

JJL hired to perform professional design services as a part of this **Contract** shall maintain professional liability coverage. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this **Contract** and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

**Contractors Pollution Liability (CPL)** \$5,000,000 Per Loss and Aggregate

(Contractors Pollution Liability coverage will be required for any Environmental/Pollution related services including but not limited to testing, design, consulting, analysis, or other consulting work, whether self-performed or subcontracted. Such Coverage will include bodily injury, sickness, and disease, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

**Pollution Legal Liability** \$5,000,000 Per Loss and Aggregate  
(If applicable)

(If the services provided require the disposal of any hazardous or non-hazardous material off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with

coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this contract.) The Additional Insureds shall be included as additional insureds under the CPL.

<b>Umbrella</b> (except CPL and PPL)	\$20,000,000 Per Occurrence/Annual Aggregate
For Subcontractors where the subcontract sum is \$500,000 or less.	\$1,000,000 Each Occurrence/Annual Aggregate
For Subcontractors where the subcontract sum is over \$500,000.	\$3,000,000 Each Occurrence/Annual Aggregate

(The Umbrella Liability policy shall be in excess of the above coverages and limits, except Contractors Pollution Liability and Pollution Legal Liability) without any gap. The Umbrella coverage will follow form the underlying coverages and provides on an Occurrence basis. The Umbrella coverage may exclude Employment Related Practices, Contractors Professional Liability, and Design Professional Liability.

**Employment-Related Practices Liability** \$1,000,000 Per Claim/Aggregate

(Contractor shall maintain insurance covering employment practices liability exposures, such as liability arising from discrimination, wrongful termination, sexual harassment, coercion, and other workplace torts.)

**Builder’s Risk and Installation Floater 100% Completed Value of the Project**

JJL shall cause to be placed an "all-risk" or "special form" policy form of builder's risk insurance for the 2021 Improvements insuring limits to 100% of completed values and replacement cost against the perils of fire and extended coverage and physical loss or damage without duplication of coverage, including but not limited to: breakage, theft, flood, windstorm, wind, wind-driven rain, earth movement or subsidence, vandalism, malicious mischief, collapse, false work, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable law. This insurance shall cover all of the 2021 Improvements stored off site, and also portions of the 2021 Improvements in transit, subject to customary sub-limits. This insurance will be placed by either the contractor engaged by JJL itself or by the City. The City and JJL shall mutually decide as to which entity shall procure the builder’s risk insurance, which decision shall be made prior to JJL’s entering into the construction contract for the 2021 Improvements. City, JJL and Contractor are to be Named Insureds on the Builder’s Risk policy regardless of which entity procures.

**Valuable Papers** \$100,000 Per Occurrence

**Additional Insurance Provisions**

1. Additional Insured. All insurance except Worker’s Compensation, Employment Practices Liability, Design Professional Liability and Contractor’s Professional Liability shall be endorsed to name JJL, City of Jacksonville, and their respective members, officers, directors, employees, representatives, and agents. Additional Insured for General Liability shall be in a form no more restrictive than the most recent versions of both ISO CG2010 and ISO CG2037, Automobile Additional Insured shall be in a form no more restrictive than the most recent versions of ISO CA2048.
2. Contractor’s Insurance Primary. The insurance provided by the Contractor and Design Professional shall apply on a primary basis to, and shall not require contribution from, any other insurance

or self-insurance maintained by JLL, the City of Jacksonville, or any of their respective members, officers, directors, employees, representatives, and agents.

3. Waiver of Subrogation. All insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of JLL, City of Jacksonville and their respective members, officers, directors, employees, representatives, and agents.

4. Workers' Compensation and Employers' Liability. The alternate employer endorsement (WC 00 03 01 A) shall be attached showing City and JLL in the schedule as the alternate employer.

5. Deductible or Self-Insured Retention Provisions. The deductible amounts or self-insured (contractor's self-insurance program must comply with statutory requirements) retentions shall be approved at JLL's discretion. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Contractor or Design Professional. Under no circumstances will JLL, City of Jacksonville and their respective members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

6. Certificates of Insurance. Contractor and Design Professional shall provide the City and JLL Certificates of Insurance that shows the Additional Insureds as provided above and includes waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202 and Jacksonville Jaguars LLC, 1 TIAA Bank Field Drive, Jacksonville, Florida 32202.

7. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

8. Notice. The Contractor and Design Professional shall provide an endorsement issued by the insurer to provide the City and JLL thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Contractor or Design Professional, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

9. Survival. The liabilities of the Contractor and Design Professional shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

10. Waiver/Estoppel. Neither approval nor failure to disapprove insurance furnished by the Contractor or Design Professional shall relieve the same, or any other Person providing service to the facility, to provide insurance as required by this Exhibit.

11. Insurance as Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Contractor, Design Professional, or their subcontractors of any tier, employees or agent to the City and JLL. Any remedy provided to the City and JLL, respective members, officials or employees shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

## INDEMNIFICATION

1. Jacksonville Jaguars LLC ("JJL") agrees to cause the construction manager for the 2021 Improvements (the "Construction Manager") to indemnify and hold harmless the City of Jacksonville (the "City"), Jacksonville Jaguars LLC ("JJL"), and their respective officers, board members, shareholders, members, partners and employees (the "Indemnitees") from claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees to the extent relating to bodily injury, death or property damage (other than damage to the Work itself) ("Claims") caused by the negligence, recklessness or intentional wrongful misconduct of Construction Manager and persons employed or utilized by Construction Manager in the performance of the Work. The foregoing is in addition to any other indemnifications contained in the Lease.
2. If any Claims are brought or actions are filed against any of the Indemnitees with respect to the indemnity contained herein, then Construction Manager shall, at the request of JJL or such Indemnitee, defend against any such claims or actions regardless of whether such Claims or actions are rightfully or wrongfully brought or filed with counsel reasonably agreeable to Construction Manager. Such attorneys shall appear and defend such Claims or actions. The Indemnitees, at their respective sole option, shall have the right to participate in the direction of the defense and shall have sole approval of any compromise or settlement of any Claims or actions against the Indemnitees, which approval shall not be unreasonably withheld. If Construction Manager is less than 100% at fault (as determined by a court, arbitration panel or agreement of the Parties), then Construction Manager shall be reimbursed its defense costs by JJL in proportion to the extent the Claim is not due to the fault or neglect of Construction Manager.
3. In any and all claims against any of the Indemnitees by any employee of Construction Manager, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Construction Manager or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
4. Conditional upon Construction Manager receiving all payments owed it for the Work in accordance with the terms of the Contract Documents and to the extent not prohibited by law, Construction Manager shall further indemnify, defend and hold harmless the Indemnitees, from and against any and all claims, damages, losses and expenses (including, but not limited to, attorneys' fees and costs for defending any action) arising out of or resulting from: (a) mechanic's and materialmen's liens and any other construction liens of any kind whatsoever asserted against the Project or any part thereof, arising out of the Work performed hereunder except for any such liens properly filed by Construction Manager because of payments owed but not paid to Construction Manager in accordance with the terms of the Contract Documents; and (b) any penalties or fines levied or assessed for violations of Applicable Laws by Construction Manager or its Subcontractors with respect to their performance of the Work.
5. To the extent this indemnification clause or any other indemnification clause in the Contract Documents does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended.

6. The foregoing provisions shall in no way be deemed released, waived, or modified in any respect by reason of any insurance or bond provided by Construction Manager pursuant to the Contract Documents. If a Subcontractor, Sub subcontractor or Supplier files a mechanics' lien against JJJ's or City's property, Construction Manager shall cause such lien to be formally released, bonded against or satisfied within seven (7) days, provided that JJJ paid Construction Manager all undisputed amounts.

7. If any party is requested but refuses to honor its indemnity obligations hereunder, then the party refusing to honor such request shall, in addition to other obligations, pay the cost of bringing such action to enforce indemnity obligations, including attorneys' fees and costs for prosecuting any action, to the party requesting indemnity.

**Exhibit E**

2021 Improvements Schedule

Item No.	Description	Quantity	Unit	Material	Remarks		
1	CONCRETE						
2	FORMWORK						
3	REINFORCEMENT						
4	STEEL						
5	WOOD						
6	BRICK						
7	CEMENT						
8	ROOFING						
9	PAINT						
10	GLASS						
11	MECHANICAL						
12	ELECTRICAL						
13	PLUMBING						
14	INSULATION						
15	FOUNDATION						
16	CONCRETE						
17	FORMWORK						
18	REINFORCEMENT						
19	STEEL						
20	WOOD						
21	BRICK						
22	CEMENT						
23	ROOFING						
24	PAINT						
25	GLASS						
26	MECHANICAL						
27	ELECTRICAL						
28	PLUMBING						
29	INSULATION						
30	FOUNDATION						
31	CONCRETE						
32	FORMWORK						
33	REINFORCEMENT						
34	STEEL						
35	WOOD						
36	BRICK						
37	CEMENT						
38	ROOFING						
39	PAINT						
40	GLASS						
41	MECHANICAL						
42	ELECTRICAL						
43	PLUMBING						
44	INSULATION						
45	FOUNDATION						
46	CONCRETE						
47	FORMWORK						
48	REINFORCEMENT						
49	STEEL						
50	WOOD						
51	BRICK						
52	CEMENT						
53	ROOFING						
54	PAINT						
55	GLASS						
56	MECHANICAL						
57	ELECTRICAL						
58	PLUMBING						
59	INSULATION						
60	FOUNDATION						
61	CONCRETE						
62	FORMWORK						
63	REINFORCEMENT						
64	STEEL						
65	WOOD						
66	BRICK						
67	CEMENT						
68	ROOFING						
69	PAINT						
70	GLASS						
71	MECHANICAL						
72	ELECTRICAL						
73	PLUMBING						
74	INSULATION						
75	FOUNDATION						
76	CONCRETE						
77	FORMWORK						
78	REINFORCEMENT						
79	STEEL						
80	WOOD						
81	BRICK						
82	CEMENT						
83	ROOFING						
84	PAINT						
85	GLASS						
86	MECHANICAL						
87	ELECTRICAL						
88	PLUMBING						
89	INSULATION						
90	FOUNDATION						
91	CONCRETE						
92	FORMWORK						
93	REINFORCEMENT						
94	STEEL						
95	WOOD						
96	BRICK						
97	CEMENT						
98	ROOFING						
99	PAINT						
100	GLASS						



**Exhibit F**

**NOTICE OF REMOVAL OF SPACES**

This **NOTICE OF REMOVAL OF SPACES** (this "Notice") is given as of the date hereof (the "Effective Date") by Jacksonville Jaguars, LLC, a Delaware limited liability company ("JJL"), to the City of Jacksonville, a consolidated municipal and county political subdivision of the State of Florida (the "City"), at 117 West Duval Street, Suite 400, Jacksonville, Florida 32202, Attention: Mayor.

**RECITALS**

A. JJL and the City executed and delivered Amendment Number 15 to Lease by and between City of Jacksonville and Jacksonville Jaguars, LLC ("Amendment 15") dated as of \_\_\_\_\_, 2021.

B. Amendment 15 provides that if JJL or an affiliate of JJL intends to develop the parcel on which the parking lot currently referred to as Lot H sits, then JJL shall have the right to deliver this Notice to the City.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, JJL agrees and gives notice that:

1. The recitals set forth above are true and correct and are incorporated herewith by this reference.

2. JJL or an affiliate of JJL intends to develop the parcel on which the parking lot currently referred to as Lot H sits.

3. JJL hereby gives notice that as of the Effective Date the Lease (as defined in Amendment 15) is automatically amended without further action by the parties to remove five hundred (500) parking spaces from the City's obligation to provide unstacked parking spaces under the Lease.

3. Except as set forth above, the Lease shall remain in full force and effect in accordance with its terms and is hereby ratified. In the event of a conflict between the Lease and the terms of this Notice, the terms of this Notice shall control.

**IN WITNESS WHEREOF**, JJL has caused this Notice of Removal of Parking Spaces to be executed and delivered by its duly authorized representative.

**JACKSONVILLE JAGUARS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit G**

**Project Budget Draft**

# PROJECT BUDGET

Sports Performance Center  
as of 7.20.21

	Total Budget	Jaguars Contribution	City Contribution
<b>Construction Costs</b>			
Div. 1 - Mobilization, General Requirements	\$ 857,433	\$ 428,717	\$ 428,717
Div. 2 - Site Development	\$ 5,308,150	\$ 2,654,075	\$ 2,654,075
Div. 2 - Practice Fields	\$ 4,078,000	\$ 2,039,000	\$ 2,039,000
Div. 2 - Fencing	\$ 381,500	\$ 190,750	\$ 190,750
Div. 3 - Concrete	\$ 2,530,584	\$ 1,265,292	\$ 1,265,292
Div. 5 - Structural & Misc. Steel	\$ 6,883,730	\$ 3,441,865	\$ 3,441,865
Div. 6 - Millwork	\$ 1,500,000	\$ 750,000	\$ 750,000
Div. 7 - Thermal & Moisture Protection	\$ 1,518,450	\$ 759,225	\$ 759,225
Div. 8 - Doors & Windows	\$ 2,424,725	\$ 1,212,363	\$ 1,212,363
Div. 9 - Interior Finishes	\$ 16,035,585	\$ 8,017,793	\$ 8,017,793
Div. 10 - Specialty	\$ 175,000	\$ 87,500	\$ 87,500
Div. 11 - Equipment, Audio Visual, Field Lighting	\$ 17,000,000	\$ 8,500,000	\$ 8,500,000
Div. 13 - Pre-Engineered Metal Bldg. & Support Fac.	\$ 10,286,800	\$ 5,143,400	\$ 5,143,400
Div. 15 - Fire Sprinkler System	\$ 492,750	\$ 246,375	\$ 246,375
Div. 15 - Plumbing	\$ 3,180,750	\$ 1,590,375	\$ 1,590,375
Div. 15 - HVAC	\$ 5,500,000	\$ 2,750,000	\$ 2,750,000
Div. 16 - Electrical	\$ 8,269,950	\$ 4,134,975	\$ 4,134,975
Div. 16 - Electrical - Photovoltaic Panels	\$ -	\$ -	\$ -
Pre Construction Services	\$ 330,000	\$ 165,000	\$ 165,000
General Conditions	\$ 3,716,475	\$ 1,858,238	\$ 1,858,238
Insurances (General Liability)	\$ 1,538,502	\$ 769,251	\$ 769,251
Insurances (Builders Risk)	\$ 477,466	\$ 238,733	\$ 238,733
Payment & Performance Bond	\$ 901,880	\$ 450,940	\$ 450,940
CM Fee	\$ 4,031,833	\$ 2,015,917	\$ 2,015,917
Hard Cost Contingency	\$ 9,013,988	\$ 4,506,994	\$ 4,506,994
<b>Total Construction Costs</b>	<b>\$ 106,433,551</b>	<b>\$ 53,216,776</b>	<b>\$ 53,216,776</b>
<b>Design Costs</b>			
Architectural & Engineering Fees	\$ 4,500,000	\$ 2,250,000	\$ 2,250,000
Civil Engineering	\$ 500,000	\$ 250,000	\$ 250,000
Reimbursables	\$ 225,000	\$ 112,500	\$ 112,500
<b>Total Design Costs</b>	<b>\$ 5,225,000</b>	<b>\$ 2,612,500</b>	<b>\$ 2,612,500</b>
<b>Soft Costs</b>			
Project Legal	\$ 75,000	\$ 37,500	\$ 37,500
Permits	\$ 250,000	\$ 125,000	\$ 125,000
Zoning/Entitlements	\$ -	\$ -	\$ -
Fixtures, Furniture & Equipment	TBD - by Jaguars	TBD - by Jaguars	\$ -
Graphics/Branding	TBD - by Jaguars	TBD - by Jaguars	\$ -
Low Voltage/IT/AV	TBD - by Jaguars	TBD - by Jaguars	\$ -
General Liability Insurance	\$ 138,364	\$ 69,182	\$ 69,182
Impact Fees/Connection Fees	\$ 100,000	\$ 50,000	\$ 50,000
Appraisal	\$ -	\$ -	\$ -
Surveys	\$ 30,000	\$ 15,000	\$ 15,000
Soil Testing/Geotechnical	\$ 30,000	\$ 15,000	\$ 15,000
Environmental Reports	\$ 15,000	\$ 7,500	\$ 7,500
Onboarding/Startup/Moving Costs	\$ 100,000	\$ 100,000	\$ -
Project Management	\$ 1,334,010	\$ 667,005	\$ 667,005
<b>Total Soft Costs</b>	<b>\$ 2,072,373</b>	<b>\$ 1,086,187</b>	<b>\$ 986,187</b>
<b>Project Contingency</b>			
Project Contingency	\$ 6,269,076	\$ 3,134,538	\$ 3,134,538
<b>Total Project Development Contingency</b>	<b>\$ 6,269,076</b>	<b>\$ 3,134,538</b>	<b>\$ 3,134,538</b>
<b>Financing Costs</b>			
Loan Fees & Financing Legal	\$ -	\$ -	\$ -
Capitalized Interest - During Construction	\$ -	\$ -	\$ -
Miscellaneous Financing Costs	\$ -	\$ -	\$ -
<b>Total Financing Costs</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Project Costs</b>	<b>\$ 120,000,000</b>	<b>\$ 60,000,000</b>	<b>\$ 60,000,000</b>

**Amended and Restated  
Lease Agreement  
(Multi-Use Covered Flex Field)**

This Amended and Restated Lease Agreement (Multi-Use Flex Field) is entered into and effective as of [\_\_\_\_], 202[ ] (the "**Effective Date**"), by and between CITY OF JACKSONVILLE, a consolidated municipal and county political subdivision of the State of Florida ("**Landlord**"), with a principal business address of 117 West Duval Street, Suite 400, Jacksonville, Florida 32202, and JACKSONVILLE JAGUARS, LLC, a Delaware limited liability company ("**Tenant**"), with a principal business address of 1 TIAA Bank Field Drive, Jacksonville, Florida 32202.

RECITALS:

WHEREAS, Landlord and Tenant previously entered into that Lease Agreement (Multi-Use Covered Flex Field) dated as of May 25, 2017 (the "**Prior Lease Agreement**"); and

WHEREAS, Landlord and Tenant desire, as of the Effective Date, to replace the Prior Lease Agreement with this Lease (as defined below), which, among other things, modifies the use rights with respect to the Facility (as defined below) as between Landlord and Tenant to expand significantly Landlord's use rights and to make the Facility available on a more-frequent basis for community events, games and other public uses; and

WHEREAS, Landlord is the owner of the Stadium (as defined below), which is currently known as "TIAA Bank Field". Landlord has leased the Stadium to Tenant for its operation of the Jacksonville Jaguars NFL team (the "**Jaguars**") and other Tenant-operated businesses, pursuant to the terms and conditions set forth in that certain lease dated as of September 7, 1993 between Landlord and Tenant, as amended or otherwise modified from time to time and as more particularly described in Exhibit A (the "**Stadium Lease**"); and

WHEREAS, Landlord owns the Facility, which can be used for (i) events to benefit the community, (ii) training and practices by Tenant's NFL team and other Tenant Events, (iii) third-party athletic, entertainment and cultural events, (iv) hospitality functions on days on which there are events at the Stadium and/or Amphitheater, (v) meetings, banquets and other private events, and (vi) other lawful purposes; and

WHEREAS, Landlord and Tenant wish to provide for Tenant's and Landlord's use, and for the operation, maintenance and repair, of the Facility Premises and to set forth the other rights and obligations of the Landlord and Tenant with respect to the Facility Premises;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party, Landlord and Tenant stipulate and agree as follows:

1. Recitals. The recitals set forth herein are accurate, correct and true and incorporated herein by this reference.

2. Definitions. The words defined in this Section 2 shall have the meaning stated next to them below. Capitalized terms used and not otherwise defined herein have the meanings given to them in the Stadium Lease.

i. "**Advertising**" shall mean all advertising, sponsorship and promotional activity, Signage, designations, rights of exclusivity and priority, and messages and displays of every kind and nature, whether now existing or developed in the future and whether or not in the current contemplation of the parties, including permanent, non-permanent and transitory Signage or advertising displayed on permanent or non-permanent advertising panels or on structures, fixtures or equipment (such as video board advertising) whether within or on the exterior of the Facility or elsewhere in or around the Facility Premises; other audio or video public address advertising and message board advertising; programs; electronic insertion and other forms of virtual advertising; sponsor-identified projected images; advertising on or in schedules, tickets and media guides

and similar materials; all other print and display advertising; promotional events sponsored by advertisers; advertising display items worn or carried by concessionaires, ticket takers, security or other personnel engaged in the operation of any Facility Event; and logos, slogans, uses of Marks or other forms of advertising affixed to or included with cups, hats, t-shirts or other items; advertising through Media; concession, promotional or premium items; and use or display of any visual representation of the Facility or any portion of the Facility Premises.

ii. **"Additional Capital Funds"** means the additional funds needed to pay for maintenance, repairs and/or improvements to the Facility Premises if monies in the CFF Capital Fund are insufficient to maintain, repair and/or improve the Facility Premises in accordance with the Facility Standard of Care.

iii. **"Affiliates"** means, with respect to a Person, any other Person controlled by, controlling or under common control with such Person.

iv. **"Amphitheater"** means the 5,500 fixed-seat amphitheater adjacent to the Stadium currently referred to as "Daily's Place".

v. **"Amphitheater Lease"** means the lease between Landlord and Event Company in respect of Event Company's use and occupancy of the Amphitheater.

vi. **"Capital Expenses"** means all costs, fees and expenses incurred with respect to Capital Projects.

vii. **"Capital Improvements"** means all work (including labor, materials and supplies) determined to be necessary or advisable, in accordance with Section 12, for the improvement of the Facility Premises and the structures, surfaces, fixtures, equipment and other components thereof, including permanent structural improvements or restoration of some aspects of the Facility Premises that will enhance the Facility Premises' overall value, increase useful life, or put the Facility Premises in better operating condition; upgrades or modifications; improvements that enhance value in the nature of a betterment; improvements that improve the quality, strength, capacity or efficiency of the Facility Premises; improvements that ameliorate a material condition or defect; or improvements that adapt the property to a new use.

viii. **"Capital Repairs"** means all work (including labor, materials and supplies) determined to be necessary or advisable, in accordance with Section 12, for the maintenance (preventive and otherwise) or repair of the Facility Premises and the structures, surfaces, fixtures, equipment and other components thereof, to keep the Facility Premises in normal operating condition in accordance with the Facility Standard of Care.

(i) **"Capital Projects"** means Capital Improvements and Capital Repairs.

(j) **"Catered Event"** means any event or activity that is not open or available to the general public, where food and beverage are to be paid for on a group basis, including activities such as weddings, parties, receptions and meetings, to be held in one or more areas within the Facility (such as conference, banquet, bar, lounge, meeting, catering and event facilities).

(k) **"CFF Capital Fund"** means the enterprise fund established by the City for the Facility (or other funds as created by the City therefore), into which ticket and parking surcharges for Facility Events are deposited by Landlord and Tenant as provided in Section 12(c) and funds are deposited by Landlord and additional rent is paid by Tenant as provided in Section 12(d), for Facility Capital Projects pursuant to this Lease.

(l) **"City Representative"** means the City's Chief Administrative Officer or his successor or designee.

(m) **"Concessions"** means food and beverages (both alcoholic and non-alcoholic), including meals, snacks, confections, candies and all other food and beverage products.

- (n) **"Default"** means a Landlord Default or a Tenant Default.
- (o) **"Event Company"** means Bold Events, LLC.
- (q) **"Facility"** means the multi-use facility with a covered football field adjacent to the Amphitheater.
- (r) **"Facility Area"** means the land on which the Facility is constructed and portions of the surrounding areas as depicted on Exhibit B attached hereto and incorporated herein, and other rights and interests as necessary or appropriate for the beneficial use, occupancy and possession of the Facility (including, without limitation, certain common areas of the Stadium and the Stadium premises).
- (s) **"Facility Event"** means any event held at the Facility, including Tenant Events and Landlord Events.
- (t) **"Facility Premises"** means the Facility and the Facility Area.
- (u) **"Facility Standard of Care"** means good working order, condition and repair and in a clean, sanitary and safe condition in accordance with all applicable laws, ordinances and regulations.
- (v) **"Facility Standards"** has the meaning set forth in Section 7(a)(i).
- (w) **"Governmental Requirement"** means any generally applicable permit, law, statute, code, rule, regulation, ordinance, order, judgment, decree, writ, injunction, franchise or license of any governmental, quasi-governmental and/or regulatory national, state, county, city or other local entity with jurisdiction over the Facility Premises, including, without limitation, the Jacksonville Downtown Development Review Board. Governmental Requirements shall include all generally applicable, relevant, or appropriate Florida Statutes and City of Jacksonville Ordinances including, without limitation, any regulation found in Florida Administrative Code; and all Florida Statutes, City of Jacksonville Ordinances and regulations or rules now existing or in the future enacted, promulgated, adopted, entered, or issued, whether by any national, state, county, city or other local entity, both within and outside present contemplation of the respective parties to this transaction.
- (x) **"Landlord"** has the meaning set forth in the preamble of this Lease.
- (y) **"Landlord Default"** has the meaning set forth in Section 20(b).
- (z) **"Landlord Events"** means events held by the Landlord or its permitted licensees at the Facility Premises.
- (aa) **"Landlord Indemnitees"** means Landlord and its members, officials, officers, employees and agents.
- (bb) **"Lease"** means this Lease Agreement (including all exhibits hereto), and any amendments or addenda that may supplement, modify or amend the same in accordance with the terms hereof.
- (cc) **"Lease Term"** has the meaning set forth in Section 5.
- (dd) **"Losses"** means any claims, actions, suits, demands, judgments, fines, penalties, losses, damages, liabilities, costs and expenses, of whatever kind or nature (including, but not limited to, attorneys' and other professionals' fees and court costs).
- (ee) **"Marks"** means any and all trademarks, service marks, copyrights, names, symbols, words, logos, colors, designs, slogans, emblems, mottos, brands, designations, trade dress, domain names and other intellectual property (and any combination thereof) in any tangible medium.

(ff) "**Media**" means all media, means, technology, distribution channels or processes, whether now existing or hereafter developed and whether or not in the present contemplation of the parties, for preserving, transmitting, disseminating or reproducing for hearing or viewing, Facility Events and descriptions or accounts of or information with respect to Facility Events, including by Internet, radio and television broadcasting, print, film, photographs, video, tape reproductions, satellite, closed circuit, cable, digital, broadband, DVD, satellite, pay television, and all comparable media.

(gg) "**Merchandise**" means souvenirs, apparel, novelties, publications and merchandise and other items, goods, equipment (including mechanical, electrical or computerized amusement devices), and wares.

(hh) "**NFL**" means the National Football League.

(ii) "**Operator Benefits**" has the meaning set forth in Section 9.

(jj) "**Operating Rights and Authority**" has the meaning set forth in Section 7(a).

(kk) "**Person**" means any natural person, firm, partnership, association, corporation, limited liability company, trust, public body, authority, governmental unit or other entity.

(ll) "**Signage**" means all signage (whether permanent or temporary) in, on or at the Facility Premises, including scoreboards or other replay screens, video boards, banners, displays, message centers, advertisements, signs and marquee signs.

(mm) "**Tenant**" has the meaning set forth in the preamble, and its permitted successors and assigns.

(nn) "**Tenant Default**" has the meaning set forth in Section 20(a).

(oo) "**Tenant Indemnitees**" means Tenant and its Affiliates and representatives, and their respective parents, subsidiaries, owners, partners, managers, members, employees, agents, and representatives.

(pp) "**Term Commencement Date**" means the date on which that Lease Agreement (Sports Performance Center) between the Landlord and Tenant commences.

3. Lease. Landlord does hereby demise and lease to Tenant, and Tenant does hereby lease from Landlord, the Facility Premises, subject to and in accordance with the provisions, covenants, conditions and terms herein, to have and to hold unto Tenant during the dates of Tenant Events. Tenant shall have the right to use the Facility Premises (a) on the dates of all JFL Operative Period Events; (b) the day before all JFL Operative Period Events; provided, however, that Landlord and Tenant shall cooperate to permit Landlord Events in the morning and early afternoon of the day before JFL Operative Period Events; (c) the dates of all NFL scheduled Jaguars away games; (c) the dates of the NFL Draft; and (d) any additional dates scheduled with the Landlord pursuant to Section 11(b). Each of the events referenced in the foregoing sentence shall be a "**Tenant Event**" and each of the dates referenced in the foregoing sentence shall be a "**Tenant Event Date**". Notwithstanding anything in this Lease to the contrary, in no event shall the number of Tenant Event Dates exceed thirty-six (36) days per year. Except during a Tenant Event, Landlord shall have the exclusive right to use the Facility. Notwithstanding the foregoing, Landlord shall have access as necessary or advisable to comply with its obligations under this Lease. Tenant shall be responsible, at its sole cost and expense, for all clean up and any repairs including, without limitation, Capital Repairs, required as a result of any Tenant Event in order to restore the Facility Premises to its condition immediately prior to such Tenant Event.

4. Rent. In consideration of Landlord's execution and delivery of this Lease and Landlord's demise and lease of the Facility Premises to Tenant, Tenant shall pay to Landlord rent in the amount of \$ 100.00 per annum (pro rated for any partial years) during the Lease Term. Such rent shall be due on November 15<sup>th</sup> of each year during the Lease Term and shall be made in lawful money of the United States of America at the address that Landlord may from time to time designate in writing to Tenant.

5. Lease Term. The term of this Lease (the "**Lease Term**") shall commence on the Term Commencement Date and expire on January 31, 2048, unless and until earlier terminated pursuant to any provision of this Lease.

6. Use by Tenant of Facility.

(a) Tenant shall have the right to use the Facility Premises on the dates of Tenant Events solely for the following uses: (i) training, practices and exhibitions by Tenant's NFL team and other sports teams authorized by Tenant, (ii) staging hospitality events, (iii) conducting promotional, community and public relations activities, (iv) conducting athletic, entertainment and cultural events, (v) hosting meetings, banquets and Catered Events, and (vii) any other lawful purpose approved by Landlord in writing.

(b) Tenant agrees to comply and be in compliance at all times in all material respects with such Governmental Requirements as are applicable to its use or operation of the Facility. Tenant shall have the right to contest the validity of any such Governmental Requirements or the application thereof. Any such proceeding instituted by Tenant shall be commenced as soon as is reasonably practicable after the arising of any such contested matters, or after notice (actual or constructive) to Tenant of the applicability of such matters to the Facility and shall be prosecuted to final adjudication with reasonable dispatch. Upon Tenant's request, Landlord shall join in or otherwise reasonably cooperate in any such proceeding brought by Tenant.

7. Facility Operations.

(a) Subject to Tenant's rights as expressly set forth herein, Landlord shall have the exclusive right and authority to operate, manage, coordinate, control, use and supervise the conduct and operation of the business and affairs pertaining to or necessary for the operation and management of the Facility and the other portions of the Facility Premises, all in accordance with the terms and provisions of this Lease (the "**Operating Rights and Authority**"). The Operating Rights and Authority shall include the following:

- i. Scheduling for all Facility Events;
- ii. contracting for all Facility Events (other than Tenant Events) and establishing all rules, regulations and standards respecting the Facility Premises and Facility Events (including requirements with respect to insurance by users of the Facility) (the "**Facility Standards**");
- iii. employment (as agents, employees or independent contractors), termination, supervision and control of personnel (whether full-time, part-time or temporary) that Landlord determines to be necessary for the day-to-day operation and management of the Facility Premises, including security, facility management and other similar personnel, and determination of all compensation, benefits and other matters with regard to such personnel;
- iv. selling and establishing the prices, rates, rentals, fees or other charges for goods, services or rights (including Concessions, and admission rights for all Facility Events other than Tenant Events) available at or with respect to the Facility;
- v. identifying and contracting with all contractors and vendors in connection with, and managing, coordinating and supervising, all Concessions, Advertising, Media rights and ticket operations for all Facility Events (other than Tenant Events);
- vi. procuring, negotiating and entering into contracts for the furnishing of all utilities, labor, equipment, services and supplies necessary for the operation of the Facility Premises;
- vii. constructing, operating and displaying Signage on the interior, exterior or any other portion of the Facility Premises as Landlord deems necessary or desirable (subject to applicable Governmental Requirements); provided, however, that Landlord acknowledges and agrees that any contracts for Signage and/or Advertising in the Facility entered into Tenant as of the Term Commencement Date shall be permitted to expire in accordance with their then-current terms;



viii. operating any social media or other Internet sites in respect of the Facility;

ix. commencing, defending and settling such legal actions or proceedings concerning the operation of the Facility Premises as are necessary or required in the opinion of Landlord, and retaining counsel in connection therewith; *provided* that if Tenant is named as a party to such legal action or proceeding, for the duration of the period during which Tenant is a party, Landlord shall at no cost to Landlord coordinate the management of such legal action or proceeding with Tenant and shall not settle any such action or proceeding with a settlement that, or consent to any judgment that, would require any act or forbearance on the part of Tenant or which does not release Tenant from all liability in respect of the action or proceeding without the prior written consent of Tenant in its reasonable discretion;

x. negotiating, executing and performing use agreements, licenses and other agreements with other Persons who desire to use or schedule events at the Facility Premises (other than for Tenant Events); and

xi. performing, or causing to be performed, all Capital Projects in accordance with Section 12.

(b) Given that Tenant is the anchor tenant in Stadium and Event Company operates the Amphitheater, Tenant shall have the right to recommend rules, regulations and standards respecting the Facility Premises, and Landlord may in its sole discretion incorporate any such reasonable rules, regulations and standards into the Facility Standards.

(c) Landlord shall notify the facility manager of the Stadium when Landlord Events are booked. Tenant acknowledges and agrees that it will not request to schedule a Tenant Event on the date of any City Advertising Event or City Designated Event, as long as such City Advertising Event and City Designated Event has been scheduled in accordance with the terms set forth in the Stadium Lease. Tenant may inquire at the time of scheduling any City Advertising Event or City Designated Event whether Landlord plans to use the Facility Premises in connection with such uses. Tenant shall cause Event Company to notify Landlord of the dates of all uses of the Amphitheater by Event Company. Tenant and Landlord agree to reasonably cooperate with respect to any Facility Event that conflicts, in any material respect, with any event at the Amphitheater.

(d) As part of its responsibilities for overall Stadium security, the Landlord shall continue to be responsible for providing security to patrol the Facility Area. The schedule and number of such security personnel shall be decided by Landlord in its reasonable discretion, and in consultation with Tenant. In addition, notwithstanding anything to the contrary in this Lease, the City shall provide event day personnel for the Facility Premises (such as staffing, police, fire rescue and security) on the dates of JJJ Operative Period Events at its cost, with Tenant being responsible for any incremental increase in such costs as a result of Tenant's use of the Facility Premises in connection with such Tenant Events, and on any other Tenant Event Dates at Tenant's cost, in each case in the manner set forth in the Stadium Lease. Notwithstanding anything to the contrary herein, Tenant's Affiliate, Event Company, shall have the right to engage security at its sole cost for the Amphitheater on both event and non-event days at the Amphitheater.

(e) Landlord shall have the exclusive right to (i) plan, coordinate and administer the operation of the Facility; and (ii) subject to Tenant's rights under this Lease, plan, coordinate and administer the operation of the other areas of the Facility Premises. Tenant may engage or use personnel and vendors at the Facility Premises that are otherwise utilized at the Stadium for Tenant Events, and Tenant shall be solely responsible for such costs.

(g) Any supplemental or temporary stages that may be erected by Tenant on the Facility Premises shall be oriented in such a manner so that the stage and any amplified sound shall face away from the St. Johns River.

8. Facility Operating Expenses. Except with respect to Tenant Events and as otherwise expressly provided in this Lease, Landlord shall be responsible for the payment of all costs and expenses incurred by Landlord in its management, operation and use of the Facility and the portions of the Facility Premises that are not otherwise subject to operation and management by Landlord under the Stadium Lease, including costs

associated with operating Facility Events promoted by Landlord and all utility costs. Landlord shall ensure that meters and sub-meters, as applicable, are maintained so that all utility costs can be properly allocated to the Facility Premises.

9. Operator Benefits. Landlord shall have the sole and exclusive right to exercise, control, license, sell, authorize, and establish the prices and other terms for, and contract with respect to all rights, revenues and rights to revenues arising from or related to the use, occupancy, operation, exploitation or existence of the Facility Premises from all sources, whether now existing or developed in the future and whether or not in the current contemplation of the parties (collectively, "**Operator Benefits**"), in each case on such terms and conditions as Landlord shall determine in its sole discretion, other than as expressly set forth in this Lease. Subject to Tenant Events and rights and the surcharges set forth in Section 10, Landlord shall have the sole and exclusive right to collect, receive and retain all revenues and other consideration of every kind and description arising from or relating to the Operator Benefits. The Operator Benefits shall include the rights to revenues arising from the exercise, control, license, sale, display, distribution, authorization, exploitation or operation of the following in connection with all Facility Events other than Tenant Events: (i) admission tickets and other rights to view or attend Facility Events; (ii) Advertising; (iii) Media; (v) Concessions; (vi) parking; (vii) the right to name the Facility (which Facility naming rights sponsor company shall be subject to the review and approval of City Council) and any portion thereof; (viii) subject to Tenant's rights hereunder, the grant of rights to use the Facility Premises (or any portion thereof) to other Persons; *provided that*, Landlord shall give Tenant written notice of any long-term sublease that provides the subtenant with use of the Facility for longer than thirty (30) consecutive days; and (ix) all other intellectual property owned by or licensed to Landlord and associated with the Facility.

10. Surcharges. For all paid tickets and parking passes for Facility Events (other than Tenant Events and Catered Events), Landlord shall be responsible for collecting a ticket surcharge for each ticket sold by it and a parking surcharge for each parking pass sold by it. For all paid tickets and parking passes for Tenant Events (other than Tenant Catered Events), Tenant shall be responsible for collecting a ticket surcharge for each ticket sold by it and for a parking surcharge for each separate parking pass sold by it. The initial amount of the ticket surcharge shall be equal to the ticket surcharge charged for concerts at Jacksonville Veterans Memorial Arena, as established by City Council, but no higher than an initial rate of \$2.60 on each paid ticket, which is the amount established by City Council as of October 1, 2021. The initial amount of the parking surcharge shall be \$1.30 per parking pass, which is the amount established by City Council as of October 1, 2021. All surcharges collected pursuant to this Section 10 shall be deposited and used in accordance with Section 12. Landlord may increase the ticket and parking surcharges annually by an amount not to exceed the lesser of (A) 4% and (B) the increase in CPI for the 12-month period ended September 30th of the previous year times one-half of the maximum amount of the ticket and parking surcharge in the preceding year. Tenant and Landlord shall apply the same surcharge to tickets and parking for all Facility Events to which a surcharge is applicable.

11. Tenant Use of Facility.

(a) Tenant shall have the right to use the Facility Premises on the dates of Tenant Events.

(b) Subject to the limitations set forth in Section 3 above, with 30 days' prior written notice to Landlord, Tenant shall have the right to request the use of the Facility Premises for a Tenant Event, at Tenant's sole cost and expense. The foregoing notice shall be delivered to the Department of Parks, Recreation and Community Services, City of Jacksonville, 214 N. Hogan Street, 4<sup>th</sup> Floor, Jacksonville, FL 32202, attention Director (or by email to the Director's then current email address, provided that receipt of the same has been confirmed in writing), with a copy to Landlord. Each such notice seeking permission to hold a Tenant Event pursuant to this subparagraph (b) shall set forth the requested reserved date and shall identify in reasonable detail the nature of the event, the areas of the Facility Premises Tenant expects to use, the terms of admission,

the expected attendance, any special security or other arrangements that are anticipated, and any other information reasonably requested by Landlord. Landlord's approval (which shall not be unreasonably withheld, conditioned or delayed beyond three (3) business days after receiving such request) of a proposed Tenant Event may be conditioned upon reasonable restrictions imposed by Landlord including, without limitation, for use of the Facility Premises for such Tenant Event. Landlord's basis for refusing a proposed Tenant Event may include, without limitation, (i) conflicts or potential conflicts with events at the Facility Premises, Stadium or Amphitheater, including the set-up and breakdown for such events and needs, (ii) concerns about potential damage to the Facility or any portion thereof, and (iii) conflicts or potential conflicts with Landlord's sponsors or media partners.

(c) All Tenant Events shall be held on the other terms and conditions set forth in this Section 11. Tenant shall not have the right to assign, grant, license or otherwise transfer its rights under this Lease or this Section 11 to any other Person, other than to a promoter for any applicable Tenant Event; provided that, in such event Tenant shall not be released or discharged from any liability under this Lease.

(d) Tenant shall be entitled to the admission ticket revenues, parking revenues and rental fees (net of applicable ticket and parking surcharges, taxes, credit card fees, fees of ticketing agents and other related expenses), if any, from all Tenant Events. In addition, Tenant shall be entitled to all Concessions Profits from Tenant Events. Subject to the terms of this Lease, Tenant shall also control all Advertising, Signage, Merchandise and Media rights in connection with Tenant Events; *provided* that Tenant shall use the Merchandise concessionaire engaged for the Stadium (if any) to distribute Merchandise for Tenant Events, with Tenant entitled to all net revenues therefrom. Notwithstanding the foregoing, all agreements of Landlord with vendors (other than food and beverage concessionaires during Tenant Events), sponsors and advertisers shall remain in effect with respect to all of the Tenant Event dates and Landlord shall have the exclusive right to retain all revenues from such agreements.

(e) Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord that arise from, are incurred in connection with or are otherwise attributable to the use of the Facility Premises for a Tenant Event, including: (i) all costs relating to the set-up or breakdown for such Tenant Event; (ii) all costs related to the conduct of such Tenant Event, including for personnel (security personnel, facility and system operators, janitorial personnel and other personnel), utility expenses and post-event clean-up expenses of the Facility Premises; (iii) Landlord's costs for any third-party services necessary for such Tenant Event; (iv) Landlord's costs for repairing damage to the Facility Premises caused on the Tenant Event date or otherwise arising from the Tenant Event (except for ordinary wear and tear); and (v) if Tenant has requested that Landlord handle ticketing for such Tenant Event, all costs associated with such ticketing function. Tenant shall reimburse Landlord for all such expenses within 30 days after receipt of a reasonably detailed invoice from Landlord. Landlord and Tenant shall, to the fullest extent practicable, negotiate and agree to all such costs in advance of any Tenant Event date. For purposes of clarity, Landlord shall have no right to charge any rental fee or other user fee in connection with Tenant's use of the Facility Premises.

(f) Tenant shall have the right, at its sole cost and expense, to install temporary signage (that does not cover any fixed signage) and to retain revenues from the sale of such signage to sponsors, on the condition that (i) the content of such signage does not conflict or compete with the existing Signage or other Advertising at the Facility Premises, and/or (ii) such temporary signage does not violate any agreement between Landlord and any Landlord sponsor or between Event Company and any Event Company sponsor. Landlord shall include a reference to Tenant's temporary signage rights in its sponsorship agreements in respect of the Facility. Tenant and Landlord shall reasonably cooperate with respect to the availability and location of such temporary signage. Other than as set expressly set forth in this subparagraph (g), Tenant shall not (A) sell, license or authorize any Advertising at any time in, on or around the Facility Premises or (B) obscure, mask, alter, cover or obstruct (electronically or otherwise) any fixed or permanent Signage displayed in or around the Facility

Premises, whether during a Tenant Event or otherwise.

(g) Prior to each Tenant Event, if requested by Landlord, Tenant shall enter into a use agreement with Landlord addressing matters not covered by this Section 11 that are customarily addressed between users and operators of facilities similar to the Facility (a "**Tenant Event Use Agreement**"). Such Tenant Event Use Agreement shall contain the following provisions: (i) an agreement by Tenant to, and to cause any third party promoter of a Tenant Event to, indemnify, defend, protect, and hold harmless the Landlord Indemnitees from and against any and all Losses of any nature resulting from, arising out of or in connection with the Tenant Event or the use of the Facility Premises on or in connection with a Tenant Event; (ii) a requirement that Tenant and its invitees comply with generally applicable policies established by Landlord for the Facility Premises, including those regarding security, access and building operations; (iii) a requirement that any third-party promoter for a Tenant Event obtain and provide Landlord with evidence at least 10 days' prior to any scheduled Tenant Event that it has obtained insurance with respect to the Tenant Event acceptable to Landlord in its reasonable discretion, which insurance shall name Landlord and its Affiliates as an additional insured and loss payee; and (iv) such other terms as Landlord and Tenant mutually agree upon.

(i) Tenant shall make commercially reasonable efforts to use the name given to the Facility and any other portion or all of the Facility Premises in any naming rights agreement entered into by Landlord in all public correspondence, communications, advertising and promotion Tenant may undertake with respect to the Facility and any other portion or all of the Facility Premises and Tenant Events.

#### 12. Capital Projects.

(a) During the Lease Term, Landlord shall undertake all Capital Projects using funds from the CFF Capital Fund and, if necessary, the Additional Capital Funds, in accordance with this Section 12.

(b) Proceeds in the CFF Capital Fund and any Additional Capital Funds shall be the property of Landlord and shall be used exclusively to fund Capital Expenses.

(c) Tenant shall deposit ticket and parking surcharges from Tenant Events and Landlord shall deposit ticket surcharges from all other Facility Events, into the CFF Capital Fund within 30 days of the applicable event.

(d) If the CFF Capital Fund monies are insufficient for the repair and maintenance of the Facility Premises as needed to maintain the Facility Premises in accordance with the Facility Standard of Care (as mutually agreed by Tenant and Landlord), Tenant and the City Representative shall mutually agree as to the scope of maintenance and repairs required, and upon agreement Landlord shall pay 90% of, and Tenant shall make or cause to be made an additional rent payment in an amount equal to 10% of, the Additional Capital Funds (provided that the obligations of Tenant and Landlord shall be subject to the Landlord's lawful appropriation of the funds therefor).

(e) In the event there are ongoing surpluses in the CFF Capital Fund, Landlord and Tenant may mutually agree in writing from time to time to transfer funds from the CFF Capital Fund that have been paid to the CFF Capital Fund pursuant to this Lease to the Landlord's Sports Complex Capital Maintenance Enterprise Fund to be used in respect of the Stadium.

(f) Nothing in this Lease shall modify any of Landlord's obligations with respect to management, repairs and maintenance to the Stadium.

#### 13. Title: Taxes.

(a) Ownership of fee title to the Facility Premises shall remain vested in Landlord during the Lease Term, subject to the covenants, conditions and terms of this Lease, and Tenant shall have a leasehold interest in and to the Facility Premises. Any leasehold improvements made to the Facility Premises shall be

vested with Landlord which shall have fee title thereto, subject to the covenants, conditions and terms of this Lease. Notwithstanding the foregoing, no furnishings, furniture, fixtures, equipment or other personal property installed or constructed by Tenant on or within the Facility Premises (other than personal property purchased as part of the 2015 Improvements Costs (as defined in Amendment 14) shall be Landlord's property (unless such property is permanently affixed to and a leasehold improvement of the Facility Premises), but shall be the property of Tenant.

(b) Notwithstanding that fee title to the Facility Premises shall remain vested in Landlord during the Lease Term, it is acknowledged that (i) Tenant has paid for and constructed a significant portion of the Facility and the installations, additions, fixtures and improvements to be placed in or upon the Facility Premises, whether temporary or permanent; (ii) Tenant shall retain the sole beneficial and depreciable interest for tax purposes (to the extent of its investment and any funds arranged by it) in such items; and (iii) for all income tax purposes, neither Landlord nor any other Person shall have the right to take depreciation deductions with respect to such items, or claim any other right to tax benefits arising from such items, such rights being exclusively reserved to Tenant unless assigned by Tenant, in whole or in part, to one or more third parties ("**Tenant's Beneficial Rights**").

(c) It is the belief and intent of Landlord and Tenant that neither the Facility Premises, nor any portion thereof, shall be the subject of any imposition, levy or payment of ad valorem real property tax and, in recognition thereof, Landlord agrees to hold harmless, defend and indemnify Tenant against the same and Landlord shall pay, or shall reimburse Tenant for its payment of, any such ad valorem real property tax so imposed, levied or paid, if any.

#### 14. Indemnity.

(a) Subject to subparagraph (b) below, Tenant agrees to hold harmless, indemnify, and defend the Landlord Indemnitees against any Loss arising out of injury to persons or the death of persons or damage to or destruction of property, arising out of or incidental to the negligent actions or omissions of Tenant, its members, managers, officers, employees, agents, representatives, invitees, assignees, and subtenants in the use, occupation of and access to the Facility. This indemnity, with respect to any negligent acts or omissions that have occurred during the Lease Term, shall survive the Lease Term.

(b) Landlord agrees to hold harmless, indemnify and defend Tenant against any Loss arising out of injury to persons or the death of persons or damage to or destruction of property, arising out of or incidental to the negligent actions or omissions of Landlord; and any claims arising at any time during periods during which the Facility Premises is being used by Landlord (or its members, managers, officers, employees, agents or representatives) or any claims arising at any time with respect to any portion of the Facility Premises that is not, at the time the cause of action arises, under the dominion and control exclusively of Tenant which claims arise out of or are incidental to the negligent acts or omissions of Landlord, its members, elected officials, officers, employees or agents. It is expressly understood and agreed, by the parties, that the Landlord's indemnity shall be governed by the provisions of and shall not exceed the specific monetary limitations in Section 768.28, Florida Statutes, as that statute exists on the effective date of this Lease. It is expressly understood and agreed, by and between the parties, that Landlord's indemnity for its negligence, expressed herein, is not and shall not be construed as any alteration or waiver of sovereign immunity, in tort, beyond that which has provided by the Florida Legislature in Section 768.28 Florida Statutes.

(c) With respect to any breach of or Default under this Lease, each party shall be responsible for its own costs and attorneys' and other professionals' fees, at no cost or expense to the other party. Nothing in this Section 14 shall constitute a waiver by either Landlord or Tenant or limit Landlord or Tenant's right to recover with respect to any tort action against the other party, subject to the limitations and provisions of Section 768.28, Florida Statutes, which are not hereby altered, expanded or waived. In the event of any joint negligence on the part of Landlord and Tenant, any loss shall be apportioned in accordance with the provisions of the Uniform Contribution Among Tortfeasors Act (Section 768.31, Florida Statutes), as that statute exists on the effective date of this Lease, and subject to the limitations and provisions of Section 768.28, Florida Statutes, which are not hereby altered, expanded or waived. This Section 14 relating to indemnification shall survive the Lease Term, and any holdover and/or contract extensions thereto, whether such Lease Term expires

naturally by the passage of time or is terminated earlier pursuant to the provisions of this Lease.

(d) Any agreements or licenses between Tenant and a user or licensee, or between Landlord and a user or licensee (for purposes of this paragraph, "**Licensee**") of the Facility Premises shall contain an agreement by such user or licensee to indemnify, defend, protect, and hold harmless the Landlord Indemnitees and Tenant Indemnitees from and against any and all Losses of any nature resulting from, arising out of or in connection with the Licensee's event or the use of the Facility Premises.

15. Insurance.

(a) Tenant Insurance Requirements. Without limiting its liability under this Agreement, Tenant agrees to procure and maintain at all times during this Lease, at its sole expense and at no expense to Landlord, insurance of the types and limits in the amounts not less than stated below:

<u>Policy Type</u>	<u>Limits</u>
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	\$ 100,000 Each Accident
(including appropriate Federal Acts)	\$500,000 Disease Policy Limit
	\$100,000 Each Employee / Disease
Commercial General Liability	\$2,000,000 Combined Single Limit
Automobile Liability	\$500,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned)	
Management Professional Liability	\$500,000 Per Occurrence

Tenant's commercial general liability policy shall include contractual liability on a blanket or specific basis to cover the Tenant indemnification obligations in Section 14. Tenant's commercial general liability policy shall also include coverage against the claims of any and all persons for bodily injuries, death and property damage arising out of the use or occupancy of the Facility Premises by Tenant, its officers, employees, agents, subtenants, guests, patrons or invitees. Tenant's commercial general liability and automobile liability policies shall name Landlord as additional insured and shall contain a standard cross-liability provision and shall stipulate that no insurance held by Landlord will be called upon to contribute to a loss covered thereunder. Landlord shall have no liability for any premium charges for such coverage, and the inclusion of Landlord as an additional insured is not intended to, and shall not make Landlord a partner or joint venturer with Tenant in Tenant's activities in the Facility Premises. Such policies shall be for full coverage with any deductibles and/or retentions subject to approval by Landlord and shall contain provisions on the part of the respective insurers waiving the right of subrogation against Landlord. A copy of the above policies, plus certificates evidencing the existence thereof, shall be delivered to Landlord upon its request. If Tenant does not maintain any of the coverage required hereunder, Landlord may purchase such coverage and charge all premiums to Tenant, who shall pay such premiums back immediately. However, there is no obligation on the part of Landlord to purchase any of these coverages. The insurance provided by the Tenant shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by Landlord, its members that participate in its self-insurance fund, officials, officers, employees and agents. Each policy shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better.

(b) Landlord and Tenant agree to require any other Person that rents, leases or otherwise uses the Facility Premises for a Facility Event to procure and maintain, at its expense, insurance in amounts and of the types to be mutually agreed upon, taking into account the type of Facility Event and the risks posed thereby.

(c) Without limiting its liability under this Agreement, Landlord agrees to procure and maintain, at its sole expense and at no expense to Tenant, the following types and amounts (the following limits being minimum requirements) of insurance for the Lease Term and to furnish certificates confirming such coverage to Tenant, as reasonably requested by Tenant from time-to-time: "all risk" (also known as "special

forms perils") property insurance, providing coverage that is no less broad than the ISO Cause of Loss Special Form or equivalent ISO all risk coverage form in use at the time, covering the Facility Premises, on a replacement cost measure-of-recovery basis for the full insurable value thereof. Landlord's property insurance policy shall name Tenant as an additional insured and loss payee.

16. Destruction or Damage. If, at any time during the Lease Term, the Facility Premises, or any portion thereof, should be materially damaged or destroyed by any fire or any other casualty, except through an intentional action or omission of Tenant, Landlord shall remove any resulting debris and repair and/or rebuild the damaged or destroyed structures and other improvements to the condition that such structures and improvements existed prior to such casualty. If Landlord, for any reason whatsoever, fails to commence to repair, rebuild and put the Facility Premises, as applicable, in good and tenable order following damage or destruction arising from any cause whatsoever within 90 days after the date on which such damage or destruction occurred, or fails thereafter to proceed diligently to complete such repair work and/or rebuilding, Tenant, in addition to such other rights and remedies as may be accorded to Tenant by law, shall have the right and option (x) to repair and/or rebuild the damaged or destroyed structures and other improvements to the condition that such structures and improvements existed prior to such casualty or (y) to terminate this Lease by giving the City Representatives written notice of Tenant's election to do so within 90 days after the date on which such damage or destruction occurred, and upon such notice being given, the Lease Term shall automatically terminate and end effective as of the date of damage or destruction. If Tenant exercises its right under clause (x), all insurance proceeds payable with respect to any casualty at the Facility Premises shall be disbursed to or at the direction of Tenant. If Landlord failed to maintain the insurance required under Section 15(c), the amount of proceeds shall be deemed to be the amount Landlord would have collected less normal and customary reimbursement costs had Landlord maintained the insurance required under Section 15(c) with a reputable third-party insurer. If Tenant exercises its right under clause (y), Landlord shall pay Tenant an amount equal to the unamortized portion of the value of (x) one-half of the actual, documented hard and soft costs incurred pursuant to Amendment 14 to construct the Facility and improve the Facility Area plus (y) the actual, documented hard and soft costs incurred by Tenant in respect of other Capital Improvements to the Facility funded by Tenant, but are not paid from the CFF Capital Fund. The foregoing costs shall be amortized on a straight-line basis over the remainder of the scheduled Lease Term, but in no case shall the amortization period exceed the useful life of the improvement(s). All documentation of hard and soft costs in respect of Capital Improvements shall be subject to review and approval by Landlord to confirm that such costs are actual Capital Improvement costs, such approval not to be unreasonably withheld, conditioned or delayed.

17. Quiet Enjoyment. As long as there is no Tenant Default, Tenant shall peaceably and quietly hold and enjoy the Facility Premises during the dates of Tenant Events during the Lease Term without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord, except as otherwise expressly provided in this Lease.

18. Condemnation. If any part of the Facility Premises is taken by eminent domain or condemnation or voluntarily transferred to a governmental authority under the threat thereof (each, a "**Condemnation Proceeding**"), Tenant may, at its sole option, terminate the Lease by giving written notice to the City Representatives within 30 days after the taking. Landlord and Tenant shall each be entitled to seek a separate award for their respective interests in the Facility Premises. If separate awards are not available, then the single award after deducting the costs of collection, shall be equitably and fairly apportioned between Landlord and Tenant to compensate each for their interest in the Facility Premises. Such apportionment shall be reasonably determined by the mutual agreement of the parties, provided if the parties fail to agree, the matter will be resolved in accordance with Section 21. If at any time during the Lease Term less than the entire Facility Premises shall be taken in any Condemnation Proceeding and Tenant does not otherwise terminate this Lease pursuant to this Section 18, then this Lease shall not terminate but shall continue in full force and effect for the remainder of the stated Lease Term, and Tenant and Landlord shall continue to perform and observe all of its respective terms, covenants, conditions, agreements and obligations to be performed under this Lease as though such taking had not occurred, except that Landlord and Tenant shall be excused from performing its respective obligations hereunder to the extent prevented from doing so by reason of such partial condemnation. In the case of any partial condemnation, notwithstanding any judicial allocation of any award in the Condemnation Proceedings, the proceeds of the award shall be applied as follows: (i) first to reimburse the



parties for the reasonable costs of collection, and (ii) any excess shall be equitably and fairly apportioned between Landlord and Tenant to compensate each for loss associated with their interest in the Facility Premises. Such apportionment shall be reasonably determined by the mutual agreement of the parties, provided if the parties fail to agree, the matter shall be governed by Section 21 of this Lease.

19. Assignment.

(a) Tenant shall not sell, assign, transfer, pledge, mortgage or encumber (each, a "**Transfer**") this Lease without first obtaining the written consent of the City Representative, which consent may be withheld or conditioned in the City Representative's sole discretion.

(b) Notwithstanding Section 19(a) or any other provision of this Lease, the following Transfers shall be permitted without the consent of the City Representative:

1) Tenant may Transfer any or all of its rights and obligations under this Lease to one or more Affiliates (as long as such Affiliate agrees to be abide by and be bound by the terms and conditions of this Lease);

2) Tenant may pledge, mortgage, collaterally assign, grant a leasehold mortgage or other security interest in or otherwise encumber this Lease or any or all of its rights under this Lease to any lender or other provider, guarantor or insurer of financing to Tenant (as long as such lender or other provider, guarantor or insurer of financing agrees that any lien or security interest shall be subordinate to any lien or security interest held by Landlord), and provided any such lender or other provider, guarantor or insurer agrees to abide and be bound by the terms and conditions of this Lease, and that any payment obligations of Tenant in connection with Lease shall be and remain senior and superior in all respects to any such interests; and

3) Tenant may Transfer all of its rights hereunder to any Person that acquires Tenant's NFL franchise membership with the approval of the NFL (or an Affiliate of such Person), provided such assignee (or one or more Affiliates of such assignee) assumes all of the obligations of Tenant under this Lease and agrees to abide and be bound by all of the terms and provisions of this Lease.

(c) Upon a Transfer approved by the City Representative under Section 19(a) or otherwise under (b), Tenant shall be relieved of its obligations under this Lease from and after the date of such Transfer, but shall remain liable for any obligations or liabilities of Tenant arising prior to the Transfer date,

(d) Without the prior written consent of Tenant, which may be withheld or conditioned in Tenant's sole discretion, Landlord shall not (i) grant or permit to exist any mortgage, deed of trust, deed to secure debt, lien, charge or other encumbrance upon any right, title or interest of Landlord in or under this Lease or in the Facility Premises or any portion thereof, or (ii) Transfer this Lease, any portion of the Facility Premises, any of its rights or obligations under this Lease or any of its rights in or to the Facility Premises.

(e) Any Transfer by a party in violation of this Section 19 shall be void ab initio and of no force or effect.

(f) Each of the parties shall, upon the reasonable request of the other party, execute and deliver to the other party or its designee a certificate stating:

(i) that this Lease is unmodified and is in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications or, if this Lease is not in full force and effect, that such is the case);

(ii) to the knowledge of the party providing the certificate, that there are no defaults by it or the other party (or specifying each such default as to which it may have knowledge) and that there are no uncured defaults by it or the other party under the Lease and no events or

conditions then in existence that, with the passage of time or notice or both, would constitute a default on the part of it or the other party under this Lease, or specifying such defaults, events or conditions, if any are claimed;

(iii) confirmation of the commencement and expected expiration dates of the Lease Term; and

(iv) to its knowledge, whether there are any counterclaims against the enforcement of any party's obligations.

20. Default.

(a) Each of the following events shall be a default hereunder by Tenant (a "**Tenant Default**");

(i) If Tenant shall fail to pay any amount due to Landlord hereunder as and when the same shall become payable and due and the same remains unpaid for 30 days after Landlord's written notice of non-payment; or

(ii) If Tenant shall fail to perform in any material respect any of the covenants and terms of this Lease on Tenant's part to be performed and such non-performance shall continue for a period of 30 days after written notice thereof by Landlord to Tenant; or if Tenant shall fail to act in good faith to commence and undertake performance within such 30-day period to cure a non-performance which is not reasonably susceptible of cure within the initial 30 day period; or Tenant, having commenced in good faith to undertake such performance within the initial 30 day period, shall fail to diligently proceed to cure such non-performance to completion; or

(iii) If Tenant assigns this Lease in violation of Section 19.

Subject to complying with Section 20(a) Landlord may institute litigation to recover damages or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy) for any Tenant Default.

(b) Each of the following events shall be a default hereunder by Landlord (a "**Landlord Default**");

(i) If Landlord shall fail to pay any amount due to Tenant hereunder as and when the same shall become payable and due and the same remains unpaid for 30 days after Tenant's written notice of non-payment; or

(ii) If Landlord shall fail to perform in any material respect any of the covenants and terms of this Lease on Landlord's part to be performed and such non-performance shall continue for a period of 30 days after written notice thereof by Tenant to Landlord; or if Landlord shall fail to act in good faith to commence and undertake performance within such 30-day period to cure a non-performance which is not reasonably susceptible of cure within the initial 30-day period; or Landlord, having commenced in good faith to undertake such performance within the initial 30-day period, shall fail to diligently proceed to cure such non-performance to completion; or

(iii) If Landlord assigns this Lease in violation of Section 19.

Subject to complying with Section 20(b). Tenant may institute litigation to recover damages or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy) for any Landlord Default.

(c) Except with respect to rights and remedies expressly declared to be exclusive in this Lease, the rights and remedies of the parties provided for in this Lease are cumulative and the exercise by any

party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any such other rights or remedies for the same Default or any other Default. Any failure of a party to exercise any right or remedy as provided in this Lease shall not be deemed a waiver by that party of any claim for damages it may have by reason of the Default.

(d) In no event shall either party be liable under any provision of this Lease for any special, indirect, incidental, consequential, exemplary, treble or punitive damages, in contract, tort or otherwise, whether or not provided by statute and whether or not caused by or resulting from the sole or concurrent negligence or intentional acts of such party or any of its Affiliates or related parties.

21. Dispute Resolution.

(a) Negotiation between Executives. The parties will attempt in good faith to resolve any disagreement with respect to the terms of this Lease promptly by negotiations between the City Representatives and Tenant senior executives who have authority to settle the disagreement. If a party has a disagreement with the other party, it shall deliver written notice setting forth in reasonable detail the terms of the disagreement. The other party shall reply, in writing, within 5 days of receipt of the notice. The notice and response shall include, at a minimum, a statement of each party's position and a summary of the evidence and arguments supporting its position. The City Representative and Tenant executives shall meet at a mutually agreed upon time and place within 5 days of the reply, and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the disagreement.

(b) Litigation. If the disagreement has not been resolved within two months of a party giving notice as provided in subparagraph (a) above regarding the disagreement, the parties shall have the right to resort to their remedies at law. Venue for such litigation shall be in the courts situated in Jacksonville, Duval County, Florida. In any claim, dispute or litigation, each party shall bear its own costs (including attorneys' and other professionals' fees).

22. Termination.

(a) Notwithstanding any other provision of this Lease to the contrary, this Lease may not be terminated by either party (upon a Default or otherwise), and each party waives any right to terminate it may have at law or in equity, except as specifically provided in Sections 17, 18, 19, 20, or 22 of this Lease.

(b) If the Stadium Lease expires or is terminated in accordance with its terms (the date of such expiration, the "**Stadium Lease Expiration Date**"), and the Stadium Lease is not extended by or in effect between Landlord and Tenant at the time Landlord desires to exercise the following option, then Landlord shall have the option (exercisable by written notice to Tenant within 60 days after each of the third, sixth, ninth and twelfth anniversaries of the Stadium Lease Expiration Date) to terminate this Lease if (1) the average annual number of Facility Events held by Tenant in the Facility over the three years immediately preceding the applicable anniversary is less than (2) the median number of Facility Events held by Tenant in the Facility during the ten years preceding such three-year period. For any such termination to be effective, Landlord must pay Tenant with its termination notice an amount equal to the unamortized portion of the value of (x) one-half of the actual, documented hard and soft costs incurred pursuant to Amendment 14 to construct the Facility and improve the Facility Area plus (y) the actual, documented hard and soft costs incurred by Tenant in respect of other Capital Improvements to the Facility that are approved by Landlord, but are not paid from the CFF Capital Fund or the Additional Capital Funds. The foregoing costs shall be amortized on a straight-line basis over the remainder of the Lease Term, but in no case shall the amortization period exceed the useful life of the improvement(s). All documentation of hard and soft costs in respect of Capital Improvements shall be subject to review and approval by Landlord to confirm that such costs are actual Capital Improvement costs, such approval not to be unreasonably withheld, conditioned or delayed.

(c) In addition to any other remedies Tenant may have under this Lease or at law or in equity, Tenant shall have the right to terminate this Lease, by giving written notice of termination to Landlord,

upon any event that prohibits or materially impairs or restricts the right of Tenant to use the Facility Premises during the scheduled Lease Term.

(d) If this Lease terminates in accordance with this Section 22, this Lease shall, on the effective date of such termination, terminate with respect to all future rights and obligations of performance by the parties (except for the rights and obligations that expressly are to survive termination as provided herein); *provided* that any funds in the CFF Capital Fund shall (subject to City Council approval) be reserved solely for use in accordance with the Amphitheater Lease; *provided further* that if the Amphitheater Lease is not in effect, then Tenant may, at its option (and subject to City Council approval), be paid 10% of such CFF Capital Funds, and if Tenant does not exercise such option, such funds shall be transferred (subject to City Council approval) to the City's Sports Complex Capital Maintenance Enterprise for use in respect of the Stadium or to each party, 90% to Landlord and 10% to Tenant. Termination of this Lease shall not alter the claims, if any, of the parties for breaches of this Lease occurring prior to such termination, and the obligations of the parties with respect to such breaches shall survive termination (including those giving rise to such termination).

(e) The rights and remedies conferred upon or reserved to the parties in Section 20 and this Section 22 are intended to be the exclusive remedies available to each of them upon a breach or default by the other party, except as may be otherwise expressly set forth in this Lease.

23. Expiration of Lease Term. At the expiration of the Lease Term, Tenant shall peaceably return the Facility Premises to Landlord with all damage caused by Tenant or any Tenant Event repaired. At the expiration of the Lease Term, Tenant shall have the right to remove from the Facility Premises during a reasonable period of time, not to exceed 90 days, following the expiration of the Lease Term all personal property of Tenant situated at the Facility Premises, provided Tenant restores any damage to the Facility Premises caused by such removal. Any personal property of Tenant not removed shall become the property of Landlord, which may dispose of the same in its sole discretion. Further, Tenant shall not have encumbered the Facility Premises with any mortgages, mechanics' liens, or otherwise that survive such expiration.

24. Right of Landlord to Inspect. Tenant, upon 3 days advance written notice to Landlord, may enter into and upon the Facility at a time reasonably designated by Landlord for the purpose of inspecting same and for any other purposes allowed hereunder. Landlord shall have the right to require as a condition to Tenant's access that Landlord have a representative present while Tenant is accessing the Facility.

25. Force Majeure. If Landlord or Tenant shall be delayed in, hindered in or prevented from the performance of any act required hereunder (other than performance requiring the payment of a sum of money) by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations or actions, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond such party's reasonable control (excluding the unavailability of funds or financing), then the performance of such act shall be excused for the period of the delay and the period for the performance of any such act as required herein shall be extended for a period equivalent to the period of such delay. In the event of any delay or nonperformance resulting from such an event of force majeure, the delayed party shall notify the other party in writing within ten (10) calendar days of the force majeure event. Such written notice shall describe the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected, and shall describe the actions reasonably taken to minimize the impact thereof.

26. Permits. Landlord will be responsible for obtaining all licenses, permits, inspections and other approvals necessary for the operation of the Facility as contemplated by this Lease (other than to the extent specifically for Tenant Events, which shall be Tenant's sole responsibility).

27. Miscellaneous.

(a) Notices. Any and all notices which are allowed or required in this Lease shall be in writing and shall be duly delivered and given when personally served or mailed to the person at the address designated below. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail - return receipt requested or via reputable courier service. Notice shall be deemed given on the date of personal delivery or mailing and receipt shall be deemed to have occurred on the date of receipt; in the case of receipt of certified or registered mail, the date of receipt shall be evidenced by return receipt documentation. Any entity may change its address as designated herein by giving notice thereof as provided herein.

If to Landlord: City of Jacksonville  
117 West Duval Street, Suite 400  
Jacksonville, Florida 32202  
Attn: Chief Administrative Officer

With Copy to: Office of General Counsel  
City of Jacksonville  
117 West Duval Street, Suite 480  
Jacksonville, Florida 32202  
Attn: General Counsel

To Tenant: Jacksonville Jaguars  
1 TIAA Bank Field Drive  
Jacksonville, Florida 32202  
Attn: President

With a Copy to: Jacksonville Jaguars  
1 TIAA Bank Field Drive  
Jacksonville, Florida 32202  
Attn: Legal

(b) Legal Representation. Each respective party to this Lease has been represented by counsel in the negotiation of this Lease and accordingly, no provision of this Lease shall be construed against a respective party due to the fact that it or its counsel drafted, dictated or modified this Lease or any covenant, condition or term thereof.

(c) Further Instruments. Each respective party hereto shall, from time to time, execute and deliver such further instruments as any other party or parties or its counsel may reasonably request to effectuate the intent of this Lease.

(d) Severability or Invalid Provision. Wherever possible, each provision, condition and term of this Lease shall be interpreted in such manner as to be effective and valid under applicable law. If any one or more of the agreements, provisions, covenants, conditions and terms of the Lease shall be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such agreements, provisions, covenants, conditions or terms shall be null and void with no further force or effect and shall be deemed severable from the remaining agreements, provisions, covenants, conditions and terms of the Lease and shall in no way affect the validity of any of the other provisions hereof.

(e) No Personal Liability. No representation, statement, covenant, warranty, stipulation, obligation or agreement contained herein shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any member, officer, employee or agent of Landlord or Tenant in his or her individual capacity and none of the foregoing persons shall be liable personally or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

(f) Third Party Beneficiaries. Other than any indemnitees set forth in Section 14, nothing herein express or implied is intended or shall be construed to confer upon any entity other than Landlord and Tenant any right, remedy or claim, equitable or legal, under and by reason of this Lease or any provision hereof,

all provisions, conditions and terms hereof being intended to be and being for the exclusive and sole benefit of Landlord and Tenant.

(g) Successors and Assigns. To the extent allowed by Section 19, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

(h) Survival of Representations and Warranties. The respective representations and warranties of the respective parties to this Lease shall survive the expiration or termination of the Lease and remain in effect.

(i) Governing Law; Venue. This Lease shall be governed by and construed in accordance with the internal laws of the State of Florida. Wherever possible, each provision, condition and term of this Lease shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision, condition or term of this Lease, or any documentation executed and delivered hereto, shall be prohibited by or invalid under such applicable law, then such provision, condition or term shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision, condition or term or the remaining provisions, conditions and terms of this Lease or any documentation executed and delivered pursuant hereto.

(j) Section Headings. The section headings inserted in this Lease are for convenience only and are not intended to and shall not be construed to limit, enlarge or affect the scope or intent of this Lease, nor the meaning of any provision, condition or term hereof.

(k) Counterparts and Signature Pages. This Lease may be executed in two or more counterparts, each of which shall be deemed an original. The signatures to this Lease may be executed on separate pages, and when attached to a counterpart of this Lease shall constitute one complete document. Delivery of an executed counterpart by electronic transmission shall have the same effect as delivery of an original ink counterpart.

(l) Entire Agreement. This Lease contains the entire agreement between the respective parties hereto and supersedes any and all prior agreements and understandings between the respective parties hereto relating to the subject matter hereof. No statement or representation of the respective parties hereto, their agents or employees, made outside of this Lease, and not contained herein, shall form any part hereof or bind any respective party hereto. This Lease shall not be supplemented, amended or modified except by written instrument signed by the respective parties hereto.

(m) Time. Time is of the essence of this Lease. When any time period specified herein falls upon a Saturday, Sunday or legal holiday, the time period shall be extended to 5:00 P.M. on the next ensuing business day.

(n) Waiver of Defaults. The waiver by either party of any breach of this Lease by the other party shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

(o) General Interpretive Provisions. Whenever the context may require, terms used in this Lease shall include the singular and plural forms, and any pronoun shall include the corresponding masculine and feminine forms. The term "including", whenever used in any provision of this Lease, means including but without limiting the generality of any description preceding or succeeding such term. Each reference to a Person shall include a reference to such Person's successors and assigns. All references to "Articles", "Sections", "Schedules" or "Exhibits" shall be references to the Articles, Sections, Schedules and Exhibits to this Lease, except to the extent that any such reference specifically refers to another document.

(p) Non-Discrimination. Neither Tenant nor Landlord shall not discriminate against any person on the basis of race, creed, color, sex, religion, national origin, age, marital status or disability in its use and operations of the Facility.

(q) Radon Disclosure. The following disclosure is required to be made by the laws of the State of Florida:

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

(r) NFL Approval. To the extent required by NFL rules (as determined by the NFL in its sole discretion), Tenant shall seek NFL approval of this Lease. If this Lease requires NFL approval and is not approved by the NFL (and such approval is not being unreasonably withheld, conditioned or delayed), and the NFL has reasonable comments hereto, Landlord and Tenant shall cooperate in good faith to modify this Lease to incorporate such reasonable comments prior to the execution of this Lease, and subject to the review and approval by City Council in its sole discretion.

[signature page follows]

IN WITNESS WHEREOF, the respective parties hereto have executed this Lease for the purposes expressed herein effective the day and year first above written.

[Signature blocks to be inserted]



**Exhibit A**

**Stadium Lease**

That certain Lease dated as of September 7, 1993 by and between the City of Jacksonville, Florida, and Touchdown Jacksonville, Ltd.; as amended by that certain Amendment Number 1 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of February 28, 1995; as further amended by that certain Amendment Number 2 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of July 30, 1996; as further amended by that certain Amendment Number 3 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of March 11, 1997; as further amended by that certain Amendment Number 4 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of June 11, 1997; as further amended by that certain Amendment Number 5 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of September 6, 2002; as further amended by that certain Amendment Number 6 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated June 26, 2003; as further amended by that certain Amendment Number 7 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of May 27, 2004; as further amended by that certain Amendment Number 8 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of January 31, 2005; as further amended by that certain Amendment Number 9 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of April 7, 2009; as further amended by that certain Amendment Number 10 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated August 20, 2010; as further amended by that certain Amendment Number 11 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of August 1, 2011; as further amended by that certain Amended and Restated Amendment Number 12 to Lease by and between the City of Jacksonville and Jacksonville Jaguars, LLC, dated as of June 30, 2014; as further amended by that certain Amendment Number 13 to Lease by and between City of Jacksonville and Jacksonville Jaguars, LLC (and, solely for the purposes of the SMG Guaranty in Section 9 thereof, SMG) dated as of July 30, 2015; as further amended by that certain Amendment Number 14 to Lease by and between the City of Jacksonville and Jacksonville Jaguars, LLC, dated as of December 11, 2015 ("Amendment 14"); as further amended by that certain Amendment Number 15 to Lease by and between the City of Jacksonville and Jacksonville Jaguars, LLC, dated as of \_\_\_\_\_, 2021, and as it may be further amended, restated, supplemented, waived or otherwise modified from time to time.

Exhibit B  
Facility Premises

