

Revised On File Documents
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**AMENDMENT NUMBER 14 TO LEASE BY AND BETWEEN
CITY OF JACKSONVILLE AND JACKSONVILLE JAGUARS, LLC**

This Amendment Number 14 to Lease (this "Amendment") is made effective as of December __, 2015 (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; 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 One EverBank Field Drive, Jacksonville, Florida 32202, Attention: President; and American Thunder, LLC, a Delaware limited liability company, with a principal business address of One EverBank Field Drive, Jacksonville, Florida 32202, Attention: President (the "Event Company").

RECITALS

A. The City and JJL have previously entered into that certain lease agreement dated as of September 7, 1993 between the City and JJL, as amended or otherwise modified from time to time and as more particularly described in Exhibit A attached hereto (the "Lease"). The City is the owner of the Stadium, which is currently known as "EverBank Field", and of the Entertainment Zone (as defined in the Lease). Pursuant to the Lease, the City has leased the Stadium and the Entertainment Zone to JJL for its operation of the Jacksonville Jaguars National Football League ("NFL") team and other JJL-operated businesses.

B. The City and JJL desire to improve the Stadium and the Entertainment Zone so that the premises will continue to be a first-class facility for hosting football games and to retain in, and to attract additional events to, Jacksonville. In furtherance of the foregoing, the City and JJL desire to undertake the Club Improvements, the South End Zone Improvements and the Covered Flex Field (as defined below) for the purpose of, among other things: (i) improving the experience of fans at events held at the Stadium and in the Entertainment Zone (including football games in which the Jacksonville Jaguars participates, the annual football game between the University of Florida and the University of Georgia, and The TaxSlayer Bowl), (ii) increasing the multi-use capabilities of the Stadium and the Entertainment Zone, thereby attracting additional events to the Stadium and the Entertainment Zone; and (iii) enhancing JJL's competitiveness within the NFL and promoting player health and safety.

C. In addition, the City and the Event Company, an affiliate of JJL, desire to create a new community asset to serve as a venue for entertainment events in Jacksonville with an aim to improving the quality of life in, and the economy of, Jacksonville. In furtherance of the foregoing, the City and the Event Company desire to construct the Amphitheater (as defined below).

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 used and not otherwise defined herein have the meanings given to them in the Lease.

a. "2015 Financing Costs" means actual, reasonable, out-of-pocket professionals' fees and expenses in an amount not to exceed \$650,000 for each of the City and JLL, incurred (i) in the case of the City, solely relating to the issuance of the Interim Financing and/or the 2015 Improvements Financial Instruments or otherwise directly related to solely the financing and funding of the City Contribution, and (ii) in the case of JLL, solely relating to the financing and funding of the JLL Contribution.

b. "2015 Improvements" means, collectively, the Club Improvements, the South End Zone Improvements, the Covered Flex Field and the Amphitheater construction and improvements contemplated by the 2015 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 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, other than those whose fees will be covered as a part of the 2015 Financing Costs (such excluded activities, the "2015 Improvements Excluded Activities").

c. "2015 Improvements Costs" means all costs and expenses incurred in connection with the 2015 Improvements as described in this Amendment (including, without limitation, the 2015 Financing Costs, any taxes incurred by JLL in connection with its role as project manager of the 2015 Improvements, and the fees and expenses of all architects and other professionals engaged by JLL or the Event Company, as project managers, to provide services in respect of the 2015 Improvements, but specifically excluding all costs, fees and expenses incurred in connection with the 2015 Improvements Excluded Activities, which costs, fees and expenses shall be borne by the City).

d. "2015 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. "2015 Improvements Plan" means the design plans for the 2015 Improvements, a portion of which is attached hereto as Exhibit B, as such design plans may be modified from time to time in accordance with Section 2. The 2015 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. "2015 Improvements Project Schedule" means the schedule established by JLL for the 2015 Improvements.

g. "Additional Capital Funds" means, (i) in the case of the Covered Flex Field, funds provided by the City and additional rent paid by JLL to pay for maintenance, repairs and/or improvements to the Covered Flex Field if the monies in the Trust Fund are insufficient to maintain, repair and/or improve the Covered Flex Field in accordance with the Facility Standard of Care; and (ii) in the case of the Amphitheater, funds provided by the City and additional rent paid by the Event Company to pay for maintenance, repairs and/or improvements to the Amphitheater if the monies in the Trust Fund are insufficient to maintain, repair and/or improve the Amphitheater in accordance with the Facility Standard of Care.

h. "Amphitheater" means an approximately 4,000-5,000 fixed-seat amphitheater located within the Entertainment Zone and/or portions of the south end zone area of the Stadium that will host concerts and other events, as more particularly described on Exhibit B.

i. "City Contribution" means the City's aggregate cash contribution towards the 2015 Improvements Costs, as determined in accordance with this Amendment. As of the Effective Date, the amount of the City Contribution is expected, based on the Estimated Project Cost, to be an amount up to \$45,000,000, as it may be adjusted in accordance with this Amendment. 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 JIL and the City under this Amendment.

j. "City Representatives" means the City's Chief Administrative Officer and the Director of Public Works (or each such person's respective successor or assignee).

k. "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.

l. "Club Improvements" means two decks in each of the Clubs that will open the Clubs up to the inner Stadium bowl (including the field, the Video Boards and the Video Enhancements), modification to the interior of the Clubs to increase the multiuse capabilities of the Clubs and of the Stadium as a whole, removal and replacement of the permanent, fixed seats in the Club-areas of the Stadium bowl, and improvement to the interiors of the Clubs to create a more premium experience for fans, as more particularly described in Exhibit B.

m. "Covered Flex Field" means a covered football field in the Entertainment Zone that may be used for practice in the case of inclement or extreme weather (to further player health and safety and to enhance the Jaguars' competitiveness within the NFL) and that may also be used as hospitality and fan engagement space during days on which there are events at the Stadium and/or in the Amphitheater, as more particularly described in Exhibit B.

n. "Estimated Project Cost" means, as of the Effective Date, \$90,000,000.

o. "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.

p. "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 2015 Improvements Financial Instruments.

q. "JIL Contribution" means JIL's aggregate cash contribution towards the 2015 Improvements Costs. As of the Effective Date, the amount of the JIL Contribution is expected, based on the Estimated Project Cost, to be approximately \$45,000,000.

r. "South End Zone Improvements" means improvements to the ground level area of the Stadium to the south of the south end zone of the football field (currently referred to as the Cool Zone), to the South End Zone Sports Bar (currently referred to as the Bud Light Party Zone) and to the Terrace Suite, and the areas adjacent or reasonably proximate thereto.

s. "Total Project Cost Overruns" means the amount equal to the positive difference, if any, between (x) the 2015 Improvements Costs and (y) the Estimated Project Cost.

t. "Total Project Cost Savings" means the amount equal to the positive difference, if any, between (x) the Estimated Project Cost and (y) the 2015 Improvements Costs.

2. 2015 Improvements.

a. JIL shall cause the Club Improvements, the South End Zone Improvements and the Covered Flex Field, and the Event Company shall cause the Amphitheater, to be completed substantially in accordance with this Amendment and the applicable portion of the 2015 Improvements Plan. The 2015 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 2015 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 2015 Improvements Plan (or any portion thereof). The City shall cause the City Representatives to act reasonably, promptly and in good faith when reviewing the 2015 Improvements Plan. JIL, the Event Company and the City acknowledge and agree that due to the compressed schedule for completion, it is anticipated that construction of some elements of the 2015 Improvements will commence before the final 2015 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 2015 Improvements Plan on a partial basis as such plan is finalized. The portion of the 2015 Improvements Plan approved, in all respects, 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 2015 Improvements Plan, JIL (on behalf of itself and the Event Company) 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 2015 Improvements Plan and provide revised design plans setting forth such material modification to the City. If the City Representatives fail to object to such material modifications within five City Working Days following notice thereof (or sooner, if requested by JIL in such notice based upon JIL's reasonable determination that such shorter period is advisable to ensure timely completion of the 2015 Improvements), the City shall be deemed to have approved the 2015 Improvements Plan as modified.

c. In the event that the City and JIL disagree concerning any material modification to the 2015 Improvements Plan in respect of the Club Improvements, the South End Zone Improvements, or the Covered Flex Field, the City and JIL shall attempt to resolve such dispute consistent with Section 34A of the Lease. In the event the City and JIL are unable to resolve such dispute within five days from the first meeting of the City and JIL representatives, JIL may proceed with the Club Improvements, the South End Zone Improvements or the Covered Flex

Field, as applicable, in accordance with the 2015 Improvements Plan with changes that are not material modifications to the overall plan. After such five-day period, JLL and the City Representatives shall continue to work together, in good faith, to resolve the dispute as expeditiously as possible.

d. In the event that the City Representatives and the Event Company disagree concerning any material modification of the 2015 Improvements Plans with respect to the Amphitheater, the City and the Event Company shall attempt to resolve such dispute consistent with Section 34A of the Lease. In the event the City and the Event Company are unable to resolve such dispute within five days from the first meeting of the City Representatives and the Event Company representatives, the Event Company may proceed with the Amphitheater improvements in accordance with the 2015 Improvements Plan with changes that are not material modifications to the overall plan. After such five-day period, the Event Company and the City Representatives shall continue to work together, in good faith, to resolve the dispute as expeditiously as possible.

e. JLL (on behalf of itself and the Event Company) 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 2015 Improvements not less frequently than monthly from the Effective Date through the date of substantial completion of the 2015 Improvements. JLL (on behalf of itself and the Event Company) shall provide the City Representatives with copies of the completed schematic design documents in respect of the 2015 Improvements. The City will have access at all times to the 2015 Improvements work.

3. Construction Standards. JLL shall use commercially reasonable efforts to cause the design, development and construction of all elements of the Club Improvements, the South End Zone Improvements and the Covered Flex Field, and the Event Company shall use commercially reasonable efforts to cause the design, development and construction of all elements of the Amphitheater, to be carried out in a professional and workmanlike manner and consistent with the design contemplated in the applicable portion of the 2015 Improvements Plan and to have the contractors and subcontractors engaged by it 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 2015 Improvements.

4. Club Improvements.

a. The Clubs, as modified by the Club Improvements, shall be owned by the City and occupied exclusively by JLL (or its assignees, subtenants, licensees, guests and invitees) during the term of the Lease, except for and subject to the City's rights as set forth in Sections 4(b)-(d) below. The Clubs shall be deemed to be a Suite for purposes of the Lease, and JLL shall have the right to use the Clubs during JLL Operative Period Events and to schedule and hold JLL Non-Operative Period Events in all or any part of the Clubs.

b. Notwithstanding subparagraph (a) above, (i) for Designated Events that are not City Advertising Events, as between the City and JLL, the City (and not JLL) shall have the right to that portion of ticket revenues from the sale of tickets to the Clubs allocable to admission to the Stadium (including from any temporary seating installed in accordance with subparagraph (d)), which shall be deemed to be at a price per ticket no greater than the average price of non-Suite

tickets for the applicable Designated Event (except in the case of the annual football game between the University of Florida and the University of Georgia, in which case the average price per ticket shall be as set forth in the Pre-Existing Rights) (the "City Ticket Cost"), and JIL shall have the right to retain all ticket revenues in excess of the City Ticket Cost from the sale of tickets to the Clubs (other than taxes or other applicable charges) from such Designated Events; and (ii) for the up to five City Advertising Events per year, subject to subparagraph (d), the City shall have the right to retain all ticket revenues from the sale of tickets to the Clubs (other than taxes and other applicable charges) (the difference between the ticket revenues (less taxes and other applicable charges) and City Ticket Cost for such events shall be referred to as the "City Advertising Event Club Premium"). The City shall have the right to set the ticket prices in the Clubs for the City Advertising Events; City agrees to consult with JIL as Club ticket prices are established for the annual Florida-Georgia game.

c. In addition to the rights set forth in subparagraph (b) above, with 60 days' prior notice to and approval by JIL (which approval shall not be unreasonably conditioned, withheld, or delayed, but subject to availability), the City, at its sole cost and expense, shall be permitted to use the Clubs for City business purposes or philanthropic purposes or for purposes of planning Designated Events and shall have the right to retain the admission ticket revenue and other revenues relating to admission or rental charged to patrons of a City event in the Clubs (if any) for such events.

d. The City shall have the right to erect temporary seating for the annual Florida-Georgia game in the Clubs as necessary to comply with the Pre-Existing Rights. JIL acknowledges and agrees that the Club Improvements shall be constructed in such a manner so that temporary seating can be installed on the east and west Club decks. City or its designee shall provide input into (and shall have the right to review and approve as set forth in Section 2 above) the design of the Club Improvements, and JIL and the City shall ensure that the Stadium, as improved, will be able to support the number of temporary seats needed to comply with the seat count requirements set forth in the Georgia-Florida Lease in effect as of the Effective Date (i.e., 82,917 seats) and to replace the number of seats removed as part of the Club Improvements. JIL agrees to incorporate the City's reasonable input with respect to temporary seating plans into the Club Improvements design. The reasonable costs to erect, set up and dismantle the temporary seating platforms and seats on the club decks for the Florida-Georgia game are referred to herein as the "Club Temporary Seating Costs". Each year, JIL and the City shall mutually agree upon the vendor selected to install the temporary seating and on the plans and specifications for the temporary seating platforms and seats. To reduce the Club Temporary Seating Costs, each year, the City shall first apply the proceeds of the City Advertising Event Club Premium, if any, retained by it from the annual Florida-Georgia game to the Club Temporary Seating Costs. Notwithstanding the foregoing, the City has the sole option to decide whether to collect any City Advertising Event Club Premium for the annual Florida-Georgia game. In the event the City does not collect and retain such proceeds, then there is no obligation to apply such proceeds to the Club Temporary Seating Costs. Thereafter, the City and JIL will share equally the portion of the Club Temporary Seating Costs (if any) that is in excess of the City Advertising Event Club Premium (if any) for the annual Florida-Georgia game. As between JIL and the City, the City shall be entitled to all ticket revenue from the temporary seats placed on the Club decks for the annual Georgia-Florida game (subject to the City's obligation to apply the City Advertising Event Premium, if any, to the Club Temporary Seating Costs). Notwithstanding any other provision in this Amendment or the Lease to the contrary, for any college football

games (including, without limitation, any college football playoff semifinal or championship games), City may erect, at its sole cost and expense, temporary seating in the Clubs, so long as City provides notice to JIL of its election to erect such temporary seating at least 60 days prior to the event and so long as such temporary seating does not conflict or interfere with any JIL Operative Period Event or JIL Non-Operative Period Event that uses the seating bowl or Clubs. In addition, for other Designated Events, with at least 60 days' prior written notice to, and the written approval of JIL (which shall not be unreasonably withheld, conditioned or delayed) and so long as such seating does not conflict or interfere with any JIL Operative Period Event or JIL Non-Operative Period Event, City may erect, at its sole cost and expense, temporary seating in the Stadium, and retain all admission ticket revenue therefrom.

e. JIL agrees that it will structure or revise its contractual arrangement with concessionaire(s) it engages to provide Concessions in the Clubs as a "qualified management contract" within the safe harbor provisions of Rev. Proc. 97-13 or in such other manner so as to not violate federal tax laws relating to (i) the City's currently outstanding capital improvement bonds issued in connection with the Stadium and (ii) any bonds issued to fund the City Contribution, in either case, if so requested by the City based on a written opinion from the City's bond counsel. If the City's requested structure differs from a management arrangement proposed or entered into by JIL, and materially adversely affects JIL's operation of the Concessions in the Clubs or economic interests in the Concessions in the Clubs, then the parties agree to negotiate in good faith any further agreements required to resolve the then outstanding concerns.

5. South End Zone Improvements.

a. The South End Zone Improvements shall be owned by the City and occupied exclusively by JIL (or its assignees, subtenants, licensees, guests and invitees) during the Term of the Lease, except as and subject to the City's rights set forth in Section 5(b) below. For all Stadium events, the South End Zone Improvements related to the Terrace Suite and any new clubs, suites or other premium areas as part of the South End Zone Improvements in the 100 or 300 levels of the Stadium shall be deemed to be a Suite for purposes of the Lease; shall be added to clause (3) of the definition of Demised Premises under the Lease; and JIL shall have the right to schedule and hold JIL Non-Operative Period Events in the South End Zone Improvements and to hold JIL Operative Period Events using the South End Zone Improvements.

b. If any fixed seating in the inner Stadium bowl is removed as a part of the South End Zone Improvements, JIL shall ensure that either (i) such seats are replaced in other portions of the Stadium as necessary to comply with the Georgia-Florida Lease in effect as of the Effective Date, or (ii) the South End Zone Improvements can support temporary seats for the annual Florida-Georgia game in an amount equal to the removed seats. JIL and the City shall share equally the reasonable costs to erect, install and dismantle temporary platforms and seats in the South End Zone Improvements, if any, for the annual Florida-Georgia game (such costs, if any, the "South End Zone Temporary Seating Costs"). Each year, JIL and the City shall mutually agree upon the vendor selected to install the temporary seating and on the plans and specifications for the temporary seating platforms and seats in the South End Zone Improvements. As between JIL and the City, the City shall be entitled to all admission ticket revenue from the temporary seating erected pursuant to this subparagraph (b) for the annual Georgia-Florida game.

c. The areas of the Stadium improved by the South End Zone Improvements shall be deemed to be within the "Concessions Areas" for purposes of the Lease. The City quitclaims and releases to JLL, without any representation or warranty, any and all right the City may have to income, payments, and revenue arising from any naming rights (including associated signage or other advertising) or fixed signage pertaining to the South End Zone Improvements or any portion thereof. JLL shall indemnify, hold harmless and defend the City from any and all claims, actions, losses, and damages relating to the City's release of concession rights and naming rights to JLL for the South End Zone Improvements.

6. Covered Flex Field.

a. The City shall own, and JLL shall exclusively occupy, manage and operate, the Covered Flex Field (subject to the City's use rights in subparagraphs (d) and (e)). Subject to subparagraph (f) below, the Covered Flex Field site shall be leased to JLL under a lease with a term that is 30 years from the date of substantial completion of the Covered Flex Field. Upon substantial completion of the Covered Flex Field, the City and JLL shall enter into a lease agreement regarding JLL's tenancy at the Covered Flex Field consistent with the terms set forth in this Amendment, in the form attached hereto as Exhibit E.

b. JLL shall pay all costs associated with operating events held at the Covered Flex Field (excluding authorized City events). JLL is entitled to retain all ticket, parking, food and beverage, merchandise, sponsorship and other revenues (other than the revenues to which the City is entitled under subparagraph (d) below) from all events at the Covered Flex Field. Other than as set forth in the immediately following sentence, JLL shall have the exclusive right to install and sell or otherwise grant advertising or sponsorship signage at the Covered Flex Field, all in accordance with this Amendment and its lease with the City for the Covered Flex Field, and all applicable laws, rules, ordinances and regulations attendant to the same. In connection with its use of the Covered Flex Field, City shall have the right to install temporary signage and to retain revenues from the sale of such signage to sponsors, the content of which does not conflict or compete with the existing signage in the Covered Flex Field at the time and, provided the same does not violate JLL agreements with its sponsors for such signage, subject to the foregoing, City shall have the right to temporarily cover interior signage in connection with its use of the Covered Flex Field. JLL and the City shall reasonably cooperate with regard to the availability and location of such temporary signage.

c. JLL shall (i) manage and operate (including by paying all utility costs with respect to its use of) the Covered Flex Field, and (ii) maintain, improve and repair the Covered Flex Field using the Trust Funds and, if necessary, the Additional Capital Funds. By January 31 of each year, JLL shall submit to the City Representatives a maintenance, improvement and repair plan for the Covered Flex Field (the "CFF Capital Plan"), which sets forth a list of projects that are expected to be completed at the Covered Flex Field over no less than the following 12 months, with highest priority being assigned to life safety and code compliance projects, and that provides an initial designation as to whether such projects are Capital Improvements or repairs and maintenance. The City Representatives shall have one month to review and comment upon the CFF Capital Plan. During the five-day period following receipt of the comments from the City Representatives, the City Representatives and JLL shall meet to mutually agree upon changes to and finalize the CFF Capital Plan (in terms of both the projects included and the designation

thereof). Thereafter, City shall make disbursements to JLL from the Trust Fund to be used in accordance with the approved CFF Capital Plan as and when requested by JLL. In the event the Trust Fund monies are insufficient for the repair and maintenance of the Covered Field as needed to maintain the Covered Field in accordance with the Facility Standard of Care (as determined by JLL, in its reasonable discretion), JLL and the City shall mutually agree as to the scope of maintenance and repairs required, and the City shall fund one-half of, and JLL shall pay or cause to be paid, as additional rent into the Trust Fund, an amount equal to one-half of, the Additional Capital Funds necessary to fulfill such scope (provided that the obligations of JLL and the City shall be subject to the City's lawful appropriation of the funds therefor). The obligations of JLL to manage, operate, maintain, improve and repair the Covered Flex Field and a procurement mechanism for the same will be further defined in the lease between JLL and the City for the Covered Flex Field. Procurements made from Trust Fund or Additional Capital Funds expended by JLL in accordance with the foregoing shall be procured in a manner similar to the procurement procedures set forth in the 10th Amendment to the Lease.

d. On the dates of all City Advertising Events and the annual Jacksonville Jazz Festival, City shall have the right to use the Covered Flex Field, at its sole cost and expense, and to retain all admission ticket and facility fee revenues, as applicable, and Concession Profits from such use. In connection with the annual Florida-Georgia game, City's right shall include exclusive use of the Covered Flex Field both the day before and the day of the football game. In the event that the City's use of the Covered Flex Field pursuant to this subparagraph (d) conflicts with JLL's football team's needs relating to the Covered Flex Field on the foregoing dates, (i) the City shall make Jacksonville Veterans Memorial Arena available to JLL's football team, at no additional cost to JLL, for its use (so long as such use does not materially conflict or interfere with any event at the arena); and (ii) the City shall use its commercially reasonable efforts to accommodate JLL's teams football-related needs at the Covered Flex Field on such dates (so long as such needs do not materially conflict or interfere with the City's use of the Covered Flex Field).

e. With 60 days' prior notice to, and approval by JLL (which may be granted or withheld in its reasonable discretion based on reasonable football and other JLL-related needs), the City will be permitted to use the Covered Flex Field, at its sole cost and expense, on additional mutually agreed upon event days and, in each case, to keep admission ticket revenues, if any, from such events.

f. If the Lease expires in accordance with its terms or is terminated (other than due to a City breach or default) (such date, the "Stadium Lease Expiration Date"), and the Lease is not extended by or in effect (and a new Stadium lease has not been entered into) between the City and the JLL at the time the City desires to exercise the following option, then the City shall have the option (exercisable by written notice to JLL within 60 days of the third, sixth, ninth and twelfth anniversaries of the Stadium Lease Expiration Date) to terminate JLL's lease in respect of the Covered Flex Field if (1) the average annual number of events held by JLL in the Covered Flex Field over the three years immediately preceding the applicable anniversary is less than (2) the median number of events held by JLL in the Covered Flex Field during the ten years preceding such three-year period. For any such termination to be effective, the City must pay JLL 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 this Amendment 14 in connection with the construction of the Covered Flex Field plus (y) one-half of the actual, documented hard and

soft costs incurred in respect of Capital Improvements to the Covered Flex Field following substantial completion thereof (including Capital Improvements paid for by rent deposited by JLL into the Trust Fund and Additional Capital Fund rent payments made by JLL, but excluding funds used for annual routine maintenance or repairs that keep the Covered Flex Field in normal operating condition), plus (z) the actual, documented hard and soft costs incurred by JLL in respect of other Capital Improvements to the Covered Flex Field (that are approved by the City but not paid for from Trust Funds or Additional Capital Funds) paid by JLL following substantial completion thereof paid by JLL. The foregoing costs shall be amortized on a straight-line basis over the Covered Flex Field lease term. For purposes of this Amendment, "Capital Improvements" means permanent structural improvements or restoration of some aspects of the property that will enhance the property's overall value, increase its useful life, or put the property in better operating condition; upgrades or modifications to the property; improvements that enhance the value of the property in the nature of a betterment; improvements that improve the quality, strength, capacity or efficiency of the property; improvements that ameliorate a material condition or defect; or improvements that adapt the property to a new use, as set forth in the CFF Capital Plan or the Amphitheater Capital Plan, as applicable. All documentation of hard and soft costs in respect of Capital Improvements shall be subject to review and approval by the City to confirm that such costs are actual Capital Improvement costs, such approval not to be unreasonably withheld, conditioned or delayed.

7. Amphitheater.

a. The City shall own, and the Event Company shall exclusively occupy, manage and operate the Amphitheater (subject to the City's rights in subparagraphs (d) and (e)). Subject to subparagraph (f) below, the Amphitheater site shall be leased by the City to the Event Company under a lease with a term that is 30 years from the date of the substantial completion of the Amphitheater. Upon substantial completion of the Amphitheater, the City and the Event Company shall enter into a lease regarding the Event Company's tenancy at the Amphitheater consistent with the terms of this Amendment, in the form attached hereto as Exhibit F.

b. The Event Company shall pay all costs associated with operating events held at the Amphitheater (excluding authorized City events). The Event Company is entitled to retain all ticket, parking, food and beverage, merchandise, sponsorship and other revenues (other than any revenues to which the City is entitled under subparagraph (d) below) from all events at the Amphitheater. Other than as set forth in the immediately following sentence, the Event Company will have the exclusive right to install and sell or otherwise grant advertising or sponsorship signage at the Amphitheater, consistent with this Amendment, the lease between the Event Company and the City for use of the Amphitheater, and all applicable laws, rules, ordinances and regulations applicable to the same. Subject to the foregoing, in connection with its use of the Amphitheater, City shall have the right to install temporary signage and to retain revenues from the sale of such signage to sponsors, the content of which does not conflict or compete with the existing signage in the Amphitheater at the time and provided the same does not violate the Event Company's agreements with its sponsors for such signage, the City shall have the right to temporarily cover interior signage in connection with its use of the Amphitheater. The Event Company and the City shall reasonably cooperate with regard to the availability and location of such temporary signage.

c. The Event Company shall (i) manage and operate (including by paying all utility costs with respect to its use of) the Amphitheater, and (ii) maintain, improve and repair the Amphitheater using the Trust Funds and, if necessary, the Additional Capital Funds. By January 31 of each year, the Event Company shall submit to the City Representatives a maintenance, improvement and repair plan for the Amphitheater (the "Amphitheater Capital Plan"), which sets forth a list of projects that are expected to be completed at the Amphitheater over no less than the following 12 months, with highest priority being assigned to life safety and code compliance projects, and that provides an initial designation as to whether such projects are Capital Improvements or repairs and maintenance. The City Representatives shall have one month to review and comment upon the Amphitheater Capital Plan. During the five-day period following receipt of the comments from the City Representatives, the City Representatives and the Event Company shall meet to mutually agree upon changes to and finalize the Amphitheater Capital Plan (in terms of both the projects and the designation thereof). Thereafter, the City shall make disbursements to the Event Company from the Trust Fund to be used in accordance with the approved Amphitheater Capital Plan as and when requested by the Event Company. In the event the Trust Fund monies are insufficient for the repair and maintenance of the Amphitheater as needed to maintain the Amphitheater in accordance with the Facility Standard of Care (as determined by the Event Company, in its reasonable discretion), the Event Company and the City shall mutually agree as the scope of maintenance and repairs required, and the City shall fund one-half of, and the Event Company shall pay or cause to be paid, as additional rent into the Trust Fund, an amount equal to one-half of, the Additional Capital Funds necessary to fulfill such scope (provided that the obligations of the Event Company and the City subject to City's lawful appropriation of funds therefor). The obligations of the Event Company to manage, operate, maintain, improve and repair the Amphitheater and a procurement mechanism for the same will be further defined in the lease between Event Company and the City for the Amphitheater. Procurements made from Trust Funds or Additional Capital Funds expended by the Event Company in accordance with the foregoing shall be procured in a manner similar to the procurement procedures set forth in the 10th Amendment to the Lease.

d. On the dates of all City Advertising Events and the annual Jacksonville Jazz Festival, City shall have the right to use the Amphitheater and the South End Zone Improvements that are a part of the Amphitheater Premises (as defined in the Amphitheater Lease), at its sole cost and expense, and to retain all admission ticket and facility fee revenues, as applicable, and Concession Profits from such use. In connection with the annual Florida-Georgia game, City's right shall include the exclusive use of the Amphitheater both the day before and the day of the football game.

e. With 60 days' prior notice to, and approval by, the Event Company in its reasonable discretion, the City will be permitted to use the Amphitheater and the South End Zone Improvements that are a part of the Amphitheater Premises, at its sole cost and expense, on additional mutually agreed upon event days (including of the dates of City Designated Events, as set forth in the Amphitheater Lease), in each case, to keep admission ticket and other admission or rental revenues, if any, for such events.

f. Should the Stadium Lease Expiration Date occur, and the Lease is not extended by or in effect (and a new Stadium lease has not been entered into) between the City and JIL at the time the City desires to exercise the following option, then the City shall have the option (exercisable by written notice to the Event Company within 60 days of the third, sixth, ninth and

twelfth anniversaries of the Stadium Lease Expiration Date) to terminate the Event Company's lease in respect of the Amphitheater if (1) the average annual number of events held by the Event Company in the Amphitheater over the three years immediately preceding the applicable anniversary is less than (2) the median number of events held by the Event Company in the Amphitheater during the ten years preceding such three-year period. For any such termination to be effective, the City must pay the Event Company 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 this Amendment 14 in connection with the construction of the Amphitheater *plus* (y) one-half of the actual, documented hard and soft costs incurred in respect of Capital Improvements to the Amphitheater following substantial completion thereof (including Capital Improvements paid for by rent deposited by the Event Company into the Trust Fund and Additional Capital Fund rent payments made by the Event Company) *plus* (z) the actual, documented hard and soft costs incurred by JLL in respect of other Capital Improvements to the Amphitheater (that are approved by the City but not paid for from Trust Funds or Additional Capital Funds) following substantial completion thereof paid by JLL, but excluding funds used for annual routine maintenance or repairs that keep the Amphitheater in normal operating condition). The foregoing costs shall be amortized on a straight-line basis over the Amphitheater lease term. All documentation of hard and soft costs in respect of Capital Improvements shall be subject to review and approval by the City to confirm that such costs are actual Capital Improvement costs, such approval not to be unreasonably withheld, conditioned or delayed.

g. To promote events at the sports and entertainment complex, the Event Company will oversee the construction of up to three video board marquees (the "Marquees") that will be placed in to be determined locations within the sports and entertainment complex. The Event Company shall be responsible for programming such Marquees solely with information regarding events in the sports and entertainment complex and the promoters or sponsors of such events, and shall have the right to install and sell or otherwise grant any fixed signage space on the Marquees, all in accordance with this Amendment, its lease with the City for the Amphitheater, and all applicable laws, rules, ordinances and regulations attendant to the same. The Event Company shall cooperate with the City to include information relating to City events in the sports and entertainment complex on the Marquees. City approval of the Marquees shall be subject to the review and approval of the City pursuant to its Ordinance Code and/or as may be authorized by subsequent legislation of City Council authorizing the same. The City agrees to prepare and to request that City Council file the legislation in respect of the Marquees within two months of the Effective Date.

8. Repairs, Maintenance and Improvements of the Covered Flex Field and the Amphitheater. The City shall deposit any ticket or parking surcharge applied to tickets or parking passes for applicable events held at the Amphitheater and/or the Covered Flex Field into a fund (the "Trust Fund") that will be used solely to maintain, repair and improve the Amphitheater, the Marquees 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 Trust Fund, to be used solely for repairs, maintenance and improvements to the Amphitheater, the Marquees and the Covered Flex Field consistent with the terms of this Amendment. Such rent payable to the Trust 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 Trust Fund, JLL and the City may mutually agree in writing from time to time to transfer funds from the Trust Fund to the City's Sports Complex Capital Maintenance Enterprise Fund, Section 111.136, *Ordinance Code*. The initial amount of the ticket and parking surcharges shall be the a range between (x) \$2.50 and (x) the surcharges charged for concerts at Jacksonville Veterans Memorial Arena, as established by City Council, but no higher than in an initial amount of \$3.00.

9. Project Contributions and Costs.

a. JLL Contribution. Subject to the approval of this Amendment and appropriation of the City Contribution by the City Council, JLL shall contribute towards the 2015 Improvements the full amount of the JLL Contribution. JLL shall be responsible for any Total Project Cost Overruns that are legally required to be paid with respect to the 2015 Improvements; *provided* that the Event Company shall reimburse JLL for Total Project Cost Overruns relating to construction of the Amphitheater. If there are Total Project Cost Savings, then the City Contribution and the JLL Contribution shall each be reduced equally. All architectural and engineering fees and expenses paid to the architect, engineers and other design professionals providing services for the 2015 Improvements under arrangements with JLL, after approval of this Amendment (if approved), shall be paid directly by JLL and not from the City Contribution, but JLL's payment of such fees and expenses shall be credited against the JLL 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 2015 Improvements the full amount of the City Contribution on a schedule to be mutually agreed between JLL, the Event Company and the Project Interface Managers based upon the construction needs; *provided* that in all events the City shall also be responsible for all costs and expenses in connection with the 2015 Improvements Excluded Activities. The 2015 Improvements shall be constructed at no cost to the City in excess of \$45,000,000, it being understood that the City's maximum contribution in respect of construction and this Amendment shall be \$45,000,000 and that JLL shall be solely responsible for Total Project Cost Overruns in accordance with Section 9(a) above. Subject to the parties intention to seek a Sales Tax Exemption (as defined below), JLL shall schedule the JLL Contribution and City Contribution payments to be as close as reasonably practicable to a pro rata basis between the City and JLL. JLL and the Event Company shall send (by electronic transmission, and upon request by the City Representative or the Project Interface Managers, by hard copy) the City Representatives and the Project Interface Managers, or their respective designees, a written notice setting forth the portion of the City Contribution as and when due payment is due (the "City Payment Notice"). 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 JLL or the Event Company.

c. Offset. Notwithstanding anything to the contrary in this Amendment, if the City fails to pay the City Contribution payable by the City under this Amendment as and when due in accordance with Section 9(b) above, JLL shall have the right in addition to any other rights and remedies it may have, to set-off against any amount payable to the City under the Lease (including, without limitation, Base Rent, Supplemental Rent, and the City parking revenues), until JLL 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 JLL's right to recover any amount owed to it by the City in excess of the amount recovered through such set-off. JLL shall not exercise such set-off right until ten City Working Days following delivery of written notice by JLL 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.

d. 2015 Financial Instruments. The City and JLL acknowledge and agree that City may use revenues generated by amounts it receives under Chapter 212, Florida Statutes (the "Convention Development Taxes"), that are authorized by Section 764.104(a)(3) and are presently deposited into the City's Sports Complex Capital Maintenance Fund per Ordinance Code Section 111.136 (the "Deposited Funds") to make payments in respect of the regularly scheduled principal and interest on the 2015 Improvements Financial Instruments (the actual amount of such scheduled principal and interest, the "Debt Service"), as and when due. Promptly following issuance of the 2015 Financial Instruments, and each year thereafter for as long as the 2015 Improvements Financial Instruments are outstanding, the City shall provide to JLL a certificate of the City's Chief Financial Officer setting forth the amount of the Debt Service. Subject to other debt service requirements on the Deposited Funds as set forth in the Amended and Restated 12th Amendment to the Lease, each year, the amount equal to (i) the Deposited Funds less (ii) the Debt Service for such year shall be reserved for maintenance and improvements to the Sports Complex, as set forth in City Code Section 111.136 and in accordance with the CIP, as it may be amended from time to time (the difference between clauses (i) and (ii), the "Remaining Deposited Funds"). The Remaining Deposited Funds shall be available for capital expenditures and other costs and expenses incurred relating to the maintenance, improvements and operation of the Sports Complex in accordance with the advance spending mechanism set forth in Amendment No. 10 of the Lease (including, without limitation, the terms of the CIP, as it may be amended from time to time) and City Ordinance 2010-493-E. Once the Debt Service on the 2015 Improvements Financial Instruments has been discharged, the Debt Service funds will once again be available for expenditure as set forth in City Code Section 111.136 and in accordance with the advance spending mechanism set forth in Amendment No. 10 of the Lease as adopted by Ordinance 2010-493-E.

e. The City, with the support of JLL, submitted the Sports Development Program Application to the Florida Department of Economic Opportunity on October 30, 2014 (as it has been supplemented from time to time, the "Application"). The City and JLL resubmitted the application on October 28, 2015. The City and JLL agree that if monies are received by the City pursuant to the Application, all such monies shall be applied to the 2015 Improvements Costs and credited equally as between the City and JLL. The City and JLL shall determine the mechanics of the application of such monies.

f. The parties acknowledge and agree that the 2015 Financing Costs, in an amount not to exceed \$650,000 for each of JLL and the City, shall be payable as part of the 2015

Improvements Costs. As a condition to such 2015 Financing Costs being paid as part of the 2015 Improvements Costs, the City and JLL shall each promptly submit invoices it receives relating to its 2015 Financing Costs to each other with reasonable detail to support fees incurred. The City and JLL shall use their respective commercially reasonable efforts to keep the 2015 Financing Costs to the lowest amount reasonably practicable.

10. Project Management.

a. Project Manager. Subject to the City's approval rights set forth in Section 2, JLL 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 agencies) with respect to the Club Improvements, the South End Zone Improvements, and the Covered Flex Field, and the Event Company shall be responsible for the foregoing responsibilities with respect to the Amphitheater. Subject to the insurance requirements set forth in Section 15 and on Exhibit D, JLL and the Event Company 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 2015 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 JLL or the Event Company prior to the Effective Date in connection with the 2015 Improvements.

b. Project Schedule.

i. JLL and the Event Company shall cause the applicable portions of the 2015 Improvements to be completed in accordance with the 2015 Improvements Project Schedule. The 2015 Improvements Project Schedule as of the Effective Date is attached hereto as Exhibit C. The 2015 Improvements Project Schedule shall not cause any material change, delay or impediment to the following City Events: the annual Florida-Georgia football game, the annual TaxSlayer Bowl football game, the annual Monster Truck Jam and the 2016 Navy-Notre Dame football game. The parties acknowledge and agree that both the elimination of available permanent seating as required for the 2015 Improvements at the Stadium and, as to the annual Monster Truck Jam, the temporary unavailability during construction of seating in the Clubs (as otherwise in accordance with this Agreement) shall not be considered a material change for purposes of the immediately preceding sentence. Other than the foregoing City Events, and with the exception of JLL's obligations in sub-paragraph (iii) below, JLL shall not be required to make the Stadium or any of the Demised Premises available for football games or other events or activities during the period from the commencement of construction of the 2015 Improvements through July 31, 2016 and during the period from the day after the 2017 TaxSlayer Bowl through July 31, 2017 (but only in the event substantial completion of the 2015 Improvements is delayed past July 31, 2016).

ii. The Club Improvements are expected to be substantially completed no later than July 31, 2016; if substantial completion is delayed, JLL agrees such delay shall not prevent the seat count requirements for the 2016 Florida-Georgia game set forth in the Georgia-Florida Lease in effect as of the Effective Date from being met.

iii. JLL, the Event Company and the City agree to use all commercially reasonable efforts to cause substantial completion of the Club Improvements, the Covered Flex Field, the South End Zone Improvements and the Amphitheater on or prior to July 31, 2016. The City and its representatives may regularly enter upon the Demised Premises during construction to inspect the 2015 Improvements and all materials to be used in the construction thereof, including all books and records of JLL and the Event Company relating solely to the 2015 Improvements, at reasonable times and in a reasonable manner so as not to interfere with the construction of the 2015 Improvements. Nevertheless, it is expressly agreed that City has no duty to inspect the 2015 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)(iii) shall be made solely for the protection and benefit of City, and if City should inspect the 2015 Improvements, City shall have no liability or obligations to JLL arising out of such inspection.

iv. The parties acknowledge and agree that the timeline for the construction of the Amphitheater, the South End Zone Improvements and the Covered Flex Field is compressed, and JLL and the Event Company may delay substantial completion of all or any of those projects until July 31, 2017 if JLL and the Event Company determine, in their reasonable discretion, such delay is necessary or desirable; in such event, JLL shall only be required to make the Stadium available for the annual TaxSlayer Bowl football game and the annual Monster Jam event during the period from the 2017 TaxSlayer Bowl through July 1, 2017. JLL shall consider, in good faith, allowing the City to host additional events during such period, so long as such events do not interfere with or create material scheduling risk relating to the completion of the South End Zone Improvements, the Amphitheater and/or the Covered Flex Field prior to July 31, 2017.

c. City Purchasing Code. The City, the Event Company and JLL 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. JLL and the Event Company shall each use competitive procurement practices generally consistent with City procurement practices and shall each use commercially reasonable efforts to make all purchases at the best available price and on the best available terms and conditions. JLL and the Event Company intend to competitively procure contracts and otherwise implement cost savings efforts to lower the Estimated Project Cost. JLL or the Event Company 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. City hereby waives compliance with the terms of Section 126, Ordinance Code, other than the Jacksonville Small and Emerging Business Program, for procurements made in compliance with this Amendment.

d. Surplus Tangible Property. Section 122.811(a), Ordinance Code, relating to the disposition of surplus City tangible property, is hereby waived, so that JIL or the Event Company may dispose of and sell such surplus tangible property, as reasonably feasible, as JIL and the Event Company cause the 2015 Improvements to be constructed. During such disposition of the tangible personal property, JIL or the Event Company, as applicable, 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 2015 Improvements Costs and credited to the parties equally, or, upon mutual agreement of the parties, deposited into the Trust Fund.

e. E-Verify Legal Requirements. JIL shall require the construction manager-at-risk in respect of the 2015 Improvements to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the construction manager to work on the 2015 Improvements.

f. Certain City Cooperation. The City and JIL acknowledge that the timely completion of the 2015 Improvements requires adherence to the 2015 Improvements Project Schedule and accordingly the City agrees that in order to facilitate the timely completion of the 2015 Improvements, the City will use commercially reasonable efforts to cooperate with JIL (*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 JIL), 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 2015 Improvements Project Schedule or the progress of construction or as reasonably requested by JIL or the Event Company;

ii. Testing. All testing required by City ordinance or regulation or other relevant jurisdiction, whether onsite or remote, shall be scheduled with JIL and the Event Company so as not to interfere with the 2015 Improvements Project Schedule;

iii. Permits. The City shall review and process all required permits forthwith so as to adhere to the 2015 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 JIL and the Event Company in obtaining all permits and approvals from other regulatory entities having jurisdiction. JIL and the Event Company shall be authorized to apply for any and all permits and approvals on behalf of and in the name of the City;

iv. Utilities. The City shall reasonably cooperate with JIL and the Event Company 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 2015 Improvements and in accordance with the requirements of the 2015 Improvements Project Schedule or the progress of construction. The City, JIL and the Event Company shall insure that meters and sub-meters, as applicable, are installed, to the extent practicable, during the construction of 2015 Improvements so

that all utility costs can be properly allocated to the Amphitheater and the Covered Flex Field;

v. Infrastructure Relocation. The City shall reasonably cooperate with JLL in the abandonment, relocation or removal of all existing utilities, services, equipment, or other infrastructure as required by the 2015 Improvements in a timely manner and in accordance with the 2015 Improvements Project Schedule or the progress of construction;

vi. Sales Tax Exemption / Purchasing Agent. The City shall reasonably cooperate with JLL 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"). The City may appoint the facility manager of the Stadium (which, as of the Effective Date, is SMG) as purchasing agent for the 2015 Improvements to facilitate the purchase of certain project materials free from the payment of sales tax;

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. Upon completion of construction, JLL and the Event Company shall, and shall cause their respective contractors and subcontractors to, vacate and surrender the Staging Area in as good condition as received, ordinary wear and tear excepted. Neither JLL nor the Event Company shall make permanent alterations or improvements to the Staging Area.

viii. Project Interface Managers and Inspector Availability. The City hereby appoints John Pappas and Thomas Goldsbury to serve as the "project interface managers" for the 2015 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 and the Event Company in fulfilling their 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 or the Event Company that such planned inspector or entity is not available (for any reason whatsoever) in accordance with the 2015 Improvements Project Schedule or the progress of construction.

ix. Zoning; Signs. Subsequent to the execution of this Amendment, and subject to City Council approval, the City agrees to designate the Marquees as Sports and Entertainment Complex On-Site Signs per Section 656.1337, *Ordinance Code*. In legislation to be filed within two months of the Effective Date, the City agrees to request that City Council modify Section 656.1337, Ordinance Code to effectuate the foregoing. 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"). Notwithstanding the foregoing, any fixed signage to

be installed on the Marquees shall require the review and approval of the City in accordance with all applicable laws, rules, regulations and ordinances.

x. Hazardous Materials. JIL shall require that the following language is added to all contracts with contractors, subcontractors and vendors engaged by it in connection with the 2015 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 JIL'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 JIL's or any contractors or subcontractor's acts or omissions".

xi. City Access to 2015 Improvements Information. JIL and the Event Company will provide the City with reasonable access to all construction plans, pricing and technical data in connection with the 2015 Improvements for the purposes of inspection, copying, and/or audit by the City. JIL and the Event Company recognize, and shall cause contractors and subcontractors to recognize, that all such records are the property of the City. JIL and the Event Company shall make all of their respective books, documents, papers, invoices, and accounting records pertaining to costs incurred in connection with the 2015 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, JIL 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 2015 Improvements shall specify City as the owner of the 2015 Improvements and the beneficiary of all warranties made by the construction manager-at-risk therein. In performance of its obligations hereunder, JIL and the Event Company 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.

11. Termination. After notice to and, if requested by the City, consultation with the City, JIL may terminate the construction of the Covered Flex Field, the South End Zone Improvements and the Club Improvements, and the Event Company may terminate the construction of the Amphitheater, and neither shall 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 or the Event Company's, as applicable, 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; or strikes, labor stoppages, slowdowns or other industrial disturbances) and JLL or the Event Company, as applicable, 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, 2016, JLL and the Event Company may terminate the 2015 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 JLL and the Event Company determine, in their reasonable discretion, that such acts or circumstances could materially increase the Estimated Project Cost; *provided* that JLL and the Event Company, as applicable, shall reimburse to the City all portions of the City Contribution funded or otherwise obligated prior to the date of such termination, and JLL shall restore, at its sole cost and expense (if any work was commenced as contemplated by this Amendment) the Entertainment Zone and the Stadium 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, JLL may leave any such improvements in place).

12. Deletion of "City Community Events", "City Planning Days" and "City Event Days". The City and JLL hereby acknowledge and agree that the City's rights in respect of City Community Events, City Planning Days and City Events under the Lease are hereby terminated and superseded by the City's rights set forth in this Amendment. Specifically, the City's rights to use the Clubs are set forth in Section 4, and the City's rights to use the Covered Flex Field and the Amphitheater (which will be on the Entertainment Zone), are set forth in Sections 6-7. The City and JLL hereby delete the definitions of "City Community Events", "City Planning Days" and "City Event Days" from the Lease, and the Lease shall be deemed modified to make such other changes as are needed to effectuate the intent of the parties that City Community Events, City Planning Days and City Event Days no longer exist.

13. Modification of Rights with respect to "Entertainment Zone". The City and JLL acknowledge and agree that the Covered Flex Field and the Amphitheater will be constructed on the Entertainment Zone. As described above, the City and JLL will enter into a lease regarding JLL's occupancy of the Covered Flex Field and the City and the Event Company will enter into a lease regarding the Event Company's occupancy of the Amphitheater. JLL and the City acknowledge and agree that their respective rights and obligations in respect of the Entertainment Zone shall be modified pursuant to the terms of this Amendment, the lease regarding the Covered Flex Field and the lease regarding the Amphitheater. In the event of any conflict or inconsistency with respect to the use of the Entertainment Zone or the Stadium (i) as set forth in the Lease, on the one hand, versus (ii) as set forth in this Amendment, the lease regarding the Covered Flex Field and the lease regarding the Amphitheater, on the other hand, the terms of this Amendment, the lease regarding the Covered Flex Field and the lease regarding the Amphitheater shall prevail (in that order of priority). The Facility Premises and the Amphitheater Premises (as defined in the lease regarding the Covered Flex Field and the Amphitheater, respectively), shall, as of the Effective Date, be removed from the Entertainment Zone, and JLL and Event Company's rights with respect to use of such premises shall be as set forth in the lease for the Covered Flex Field and the Amphitheater; *provided* that the parties acknowledge and agree that for purposes of the Gator Bowl Lease and the Georgia-Florida Lease, the City shall have the right to use the Facility Premises and the Amphitheater Premises consistent with the rights in respect of the Entertainment Zone set forth in such leases and such premises shall be deemed to be a part of the

"Entertainment Zone" under those leases. The City and JIL agree that they will work in good faith to amend and restate the Lease, to reflect the modifications described in this Amendment and to consolidate the prior Lease amendments, in 2016.

14. Limitation of Liability. The City and JIL agree that should the completion of the 2015 Improvements be delayed at any time for any cause, except as expressly set forth in Section 15 with respect to the obligation to purchase event cancellation insurance in respect of the 2016 Georgia-Florida game, neither JIL nor the Event Company shall have any liability to the City for any such delay, unless such delay is caused by the gross negligence or willful conduct of JIL or Event Company and such delay materially and adversely interferes with the ability to host the annual football game between the University of Florida and the University of Georgia, the annual TaxSlayer Bowl, or the annual Monster Truck Jam, and/or the City's contractual obligations in connection therewith. The City agrees that it shall not bring, and hereby waives, any action, in equity or at law, against JIL or the Event Company for any such delay and shall hold JIL and the Event Company, as applicable, harmless from any and all actions brought against JIL or the Event Company, as applicable, by a third party seeking damages for delay, unless such third party is a contractor, subcontractor, materialman, supplier or other similar party that was hired by JIL or the Event Company with respect to the 2015 Improvements. Furthermore, in the event that a court of competent jurisdiction shall, for any reason, determine that the foregoing waiver is invalid or inapplicable, the City agrees that the maximum liability of JIL and the Event Company for or in connection with any damages for delay shall be \$100.00. 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.

15. Insurance, Bonds and Other Performance Security. JIL and the Event Company shall require and obtain from its contractor(s) or construction manager-at-risk engaged by JIL or the Event Company to perform construction work on the 2015 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 JIL, the Event Company 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. JIL and the Event Company, acting as project managers, 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, JIL and the Event Company shall require and obtain from its contractor(s), construction manager-at-risk and subcontractor(s) engaged by JIL or the Event Company to perform construction work on the 2015 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 JIL, the Event Company and the City, respectively. JIL shall also purchase, or shall cause the construction manager-at-risk for the Club Improvements to purchase, event cancellation insurance that would cover the losses incurred by the City to the Universities of Florida and Georgia in the event the Club Improvements prevent the hosting of the 2016 Florida-Georgia game at the Stadium. Such insurance shall be satisfactory to the City, in its reasonable discretion, in form and substance, and shall name the City as an additional insured.

16. 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 JLL, 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 JLL or the Event Company, then the parties agree to negotiate in good faith any further agreements required to resolve the then outstanding concerns.

17. NFL Approval. This Amendment is subject to all necessary approvals by the National Football League. If the 2015 Improvements are terminated because of a failure by JLL to obtain National Football League approval (and such approval is not being unreasonably withheld, conditioned or delayed by the National Football League), JLL shall reimburse to the City all portions of the City Contribution funded prior to the date of such termination, and to the extent any work was commenced in connection with the 2015 Improvements that must be undone as a result of the failure to obtain NFL approval, JLL shall, at its sole cost and expense, restore the Demised Premises to the same condition they were in as of the Effective Date.

18. 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; provided that the Lease Documents and all other agreements, instruments and documents executed or delivered in connection with any of the foregoing, shall be deemed to be amended to the extent necessary, if any, to give effect to the provisions of this Amendment. In the event and to the extent of any conflict or inconsistency between the terms of this Amendment and the terms of the Lease, any other Lease Document or any such other agreement, instrument or document, the terms of this Amendment shall control.

19. No Joint Venture. Nothing contained in this Amendment shall, or shall be deemed or construed so as to create the relationship of principal-agent, joint venturers, co-adventurers, partners or co-tenants between the City, JLL or the Event Company; it being the express intention of the City and JLL that the foregoing entities are and shall remain independent contractors one as to the other.

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

21. Event Company. The parties acknowledge and agree that time is of the essence with respect to the 2015 Improvements, and as a result, JLL, the Event Company and the City are entering into this Amendment to further development and construction of the 2015 Improvements. The parties further acknowledge and agree that the Event Company, and not JLL, shall be responsible for all obligations and shall receive all benefits relating to the Amphitheater set forth herein. Other than those rights and obligations with respect to the development, operation and management of the Amphitheater set forth in this Amendment, the Event Company shall not have any rights or obligations under the Lease.

22. Miscellaneous. Each of JIL, Event Company and the City hereby represent and warrant to the other that JIL, 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 17 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.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 14 to Lease as of the date set forth above.

JACKSONVILLE JAGUARS, LLC

By: _____
Name:
Title:

AMERICAN THUNDER, 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

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 (collectively, the "Lease Documents"); and as it may be further amended, restated, supplemented, waived or otherwise modified from time to time.

Exhibit B

2015 Improvements Plan *(See also following 8 pages)*

Club Improvements

- Construction of two decks in each of the east and west Clubs
- Installation of a glass wall storefront between the Club interiors and decks, opening the Clubs up to the inner Stadium bowl, the Video Boards and the Video Enhancements
- Improvements to the audio / visual systems in the Clubs to increase the multi-use capacities thereof
- Replacement of the fixed seats in the Club sections of the seating bowl
- Remodeled and rebranded concessions stands and bars
- Improved flow and space management to increase functional square footage

South End Zone Improvements

- Improvements to, and relocation of (to the extent practicable), the concessions facilities on the ground level of the Stadium in the area south of the south end zone
- Creation of a new premium space where fans will be able to be at or near field level in the south end zone
- Improvements to the Terrace Suite and South End Zone Sports Bar levels of the Stadium
- Extension of the main concourse level adjacent to the South End Zone Sports Bar and to the Terrace Suite level to create view platforms for the Amphitheater stage (to the extent practicable)
- Relocation of existing escalators

Amphitheater

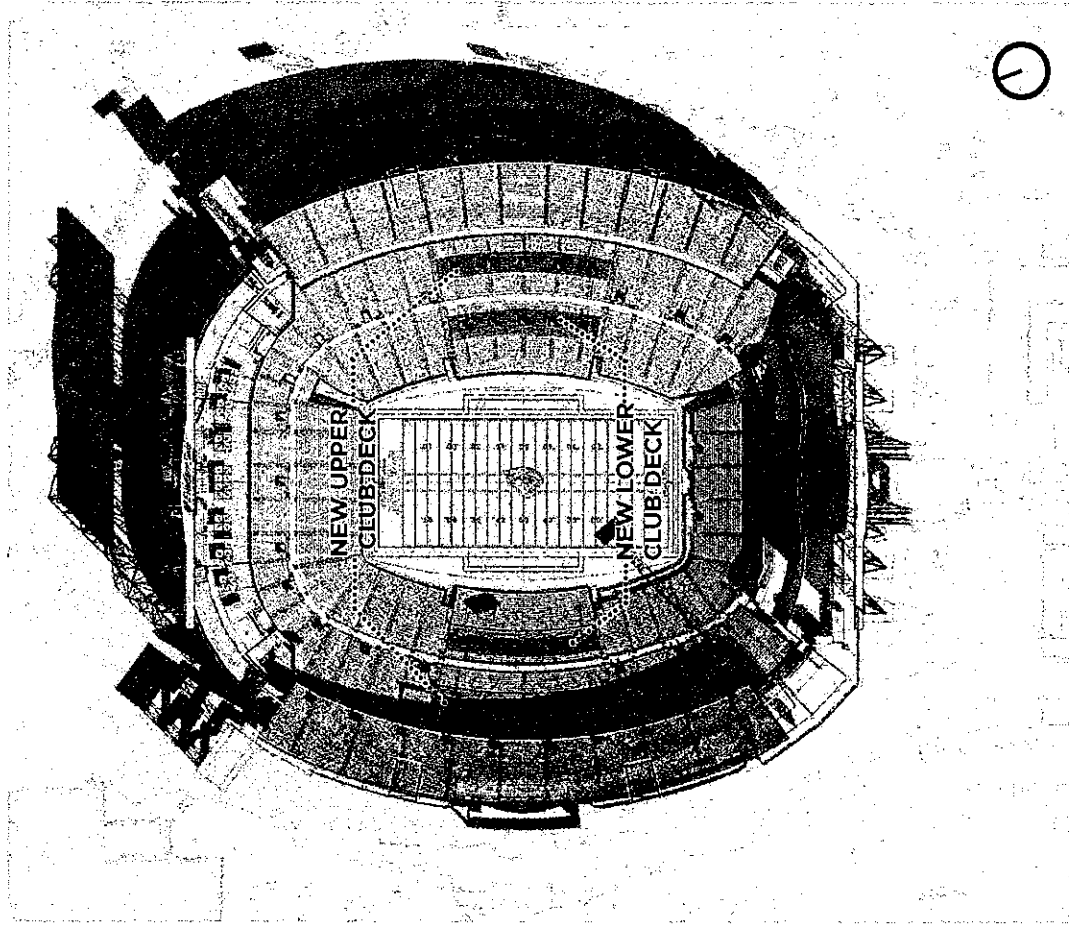
- Construction of a 4,000-5,000 fixed-seat Amphitheater
- Construction of dressing rooms, a pantry, a loading dock and other areas to service the Amphitheater
- Installation of audio/visual systems to support the Amphitheater
- Installation of digital and fixed signage

Covered Flex Field

- Construction of a multi-use covered football field
- Inclusion of a 120-yard turf field with an additional approximately 10 yards for hospitality purposes or as an area to do drills
- Air conditioning
- Large openings that allow for natural lighting and easy access between the Amphitheater and the Covered Flex Field
- Construction of a video room, equipment room, lounge, restrooms, and other service areas
- Installation of a speaker system, scoreboards, signage and lighting system
- Installation of camera platforms

In addition, see the attached renderings.

CLUB RENOVATIONS



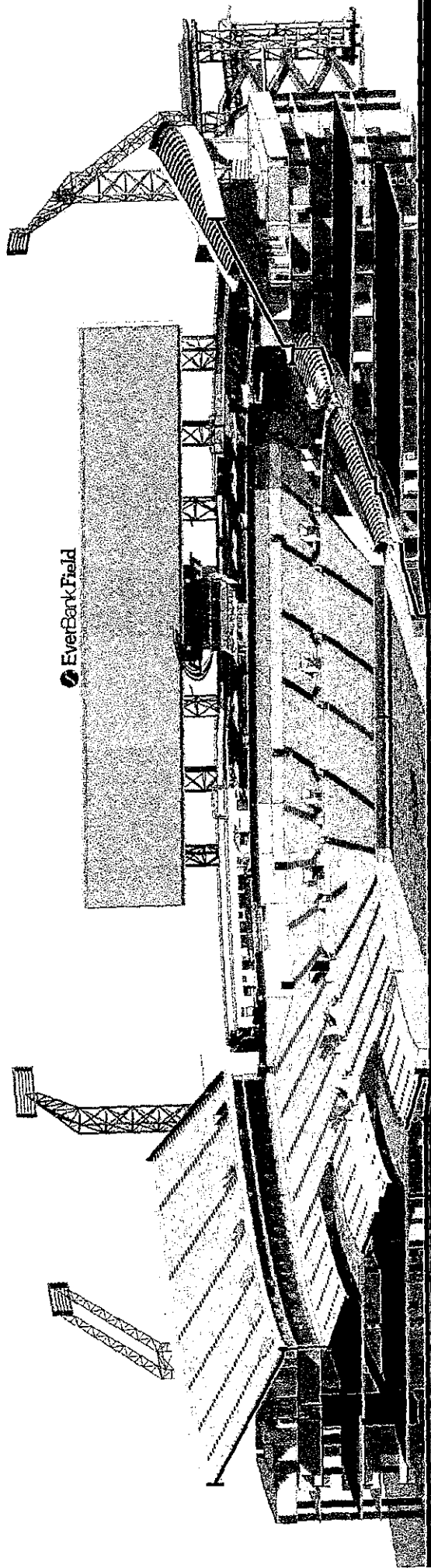
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Page 27 of 102



POPULOUS

US ASSURE CLUBS AT EVERBANK FIELD

CLUB RENOVATIONS



NEW UPPER CLUB DECK

NEW LOWER CLUB DECK

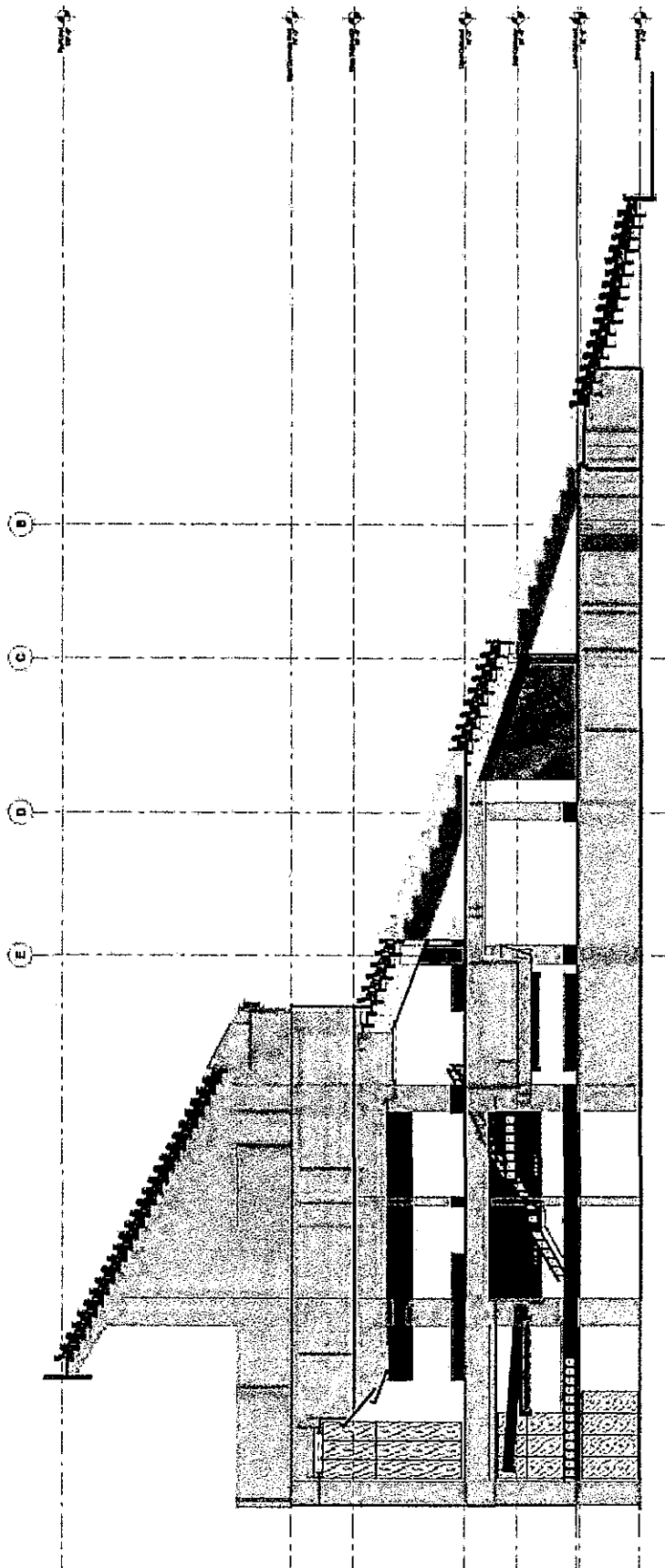
NEW LOWER CLUB DECK

NEW UPPER CLUB DECK



US ASSURE CLUBS AT EVERBANK FIELD

SECTION



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Page 29 of 102

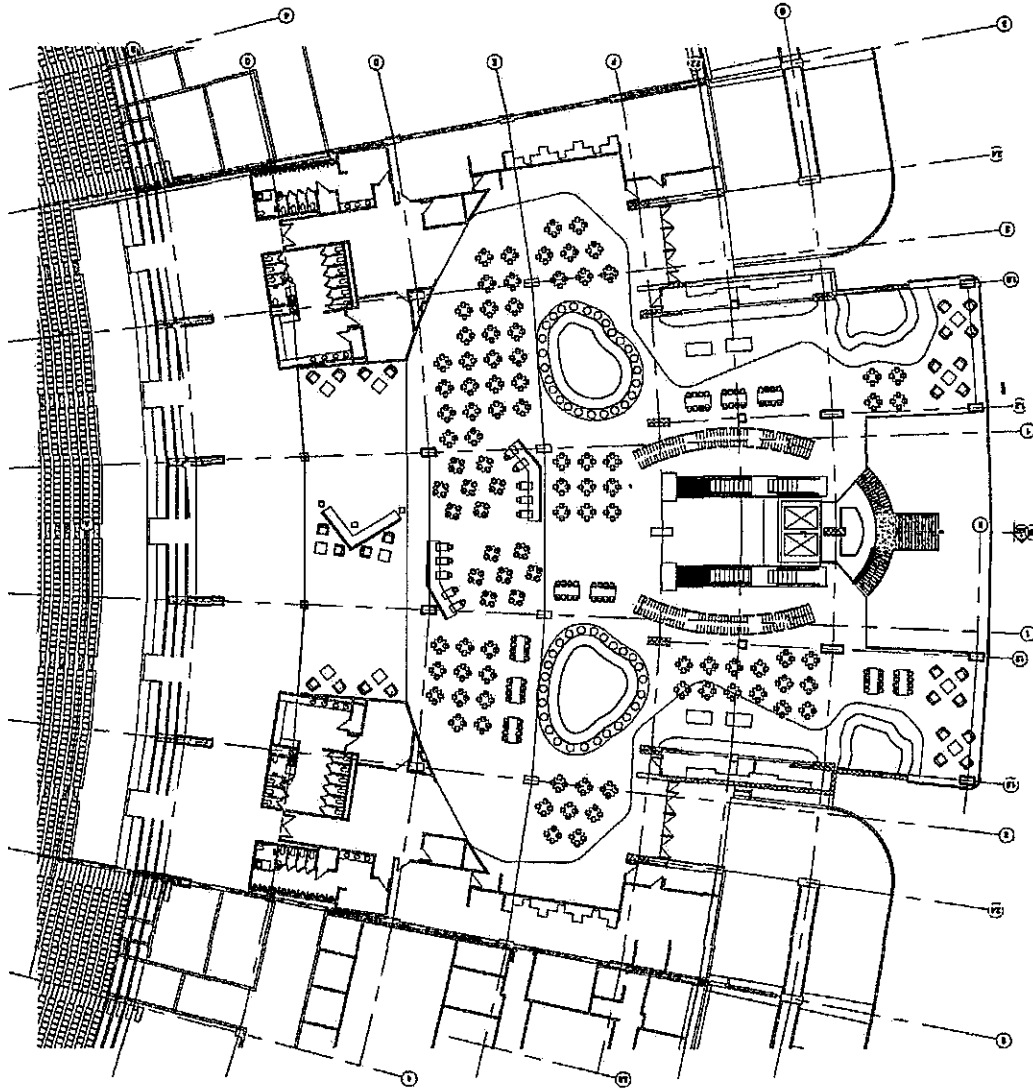


POPULOUS

JACKSONVILLE JAGUARS // US ASSURE CLUB : INTERIORS 10.08.15



200 LEVEL // 2 BAR OPTION : EVERYDAY & GAMEDAY



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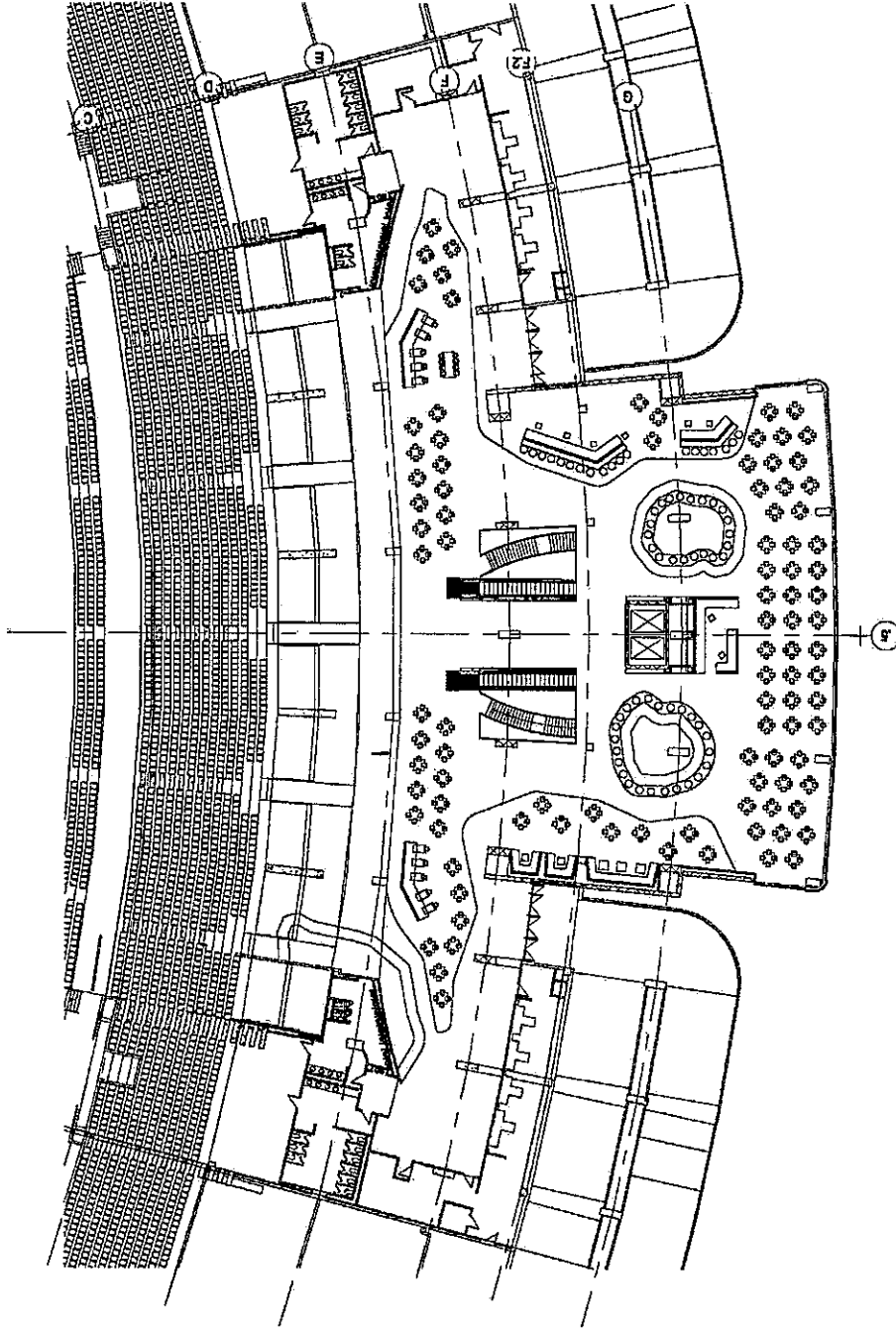


POPULOUS

JACKSONVILLE JAGUARS // US ASSURE CLUB : INTERIORS 10.08.15



300 LEVEL // 2 BAR OPTION : EVERYDAY & GAMEDAY



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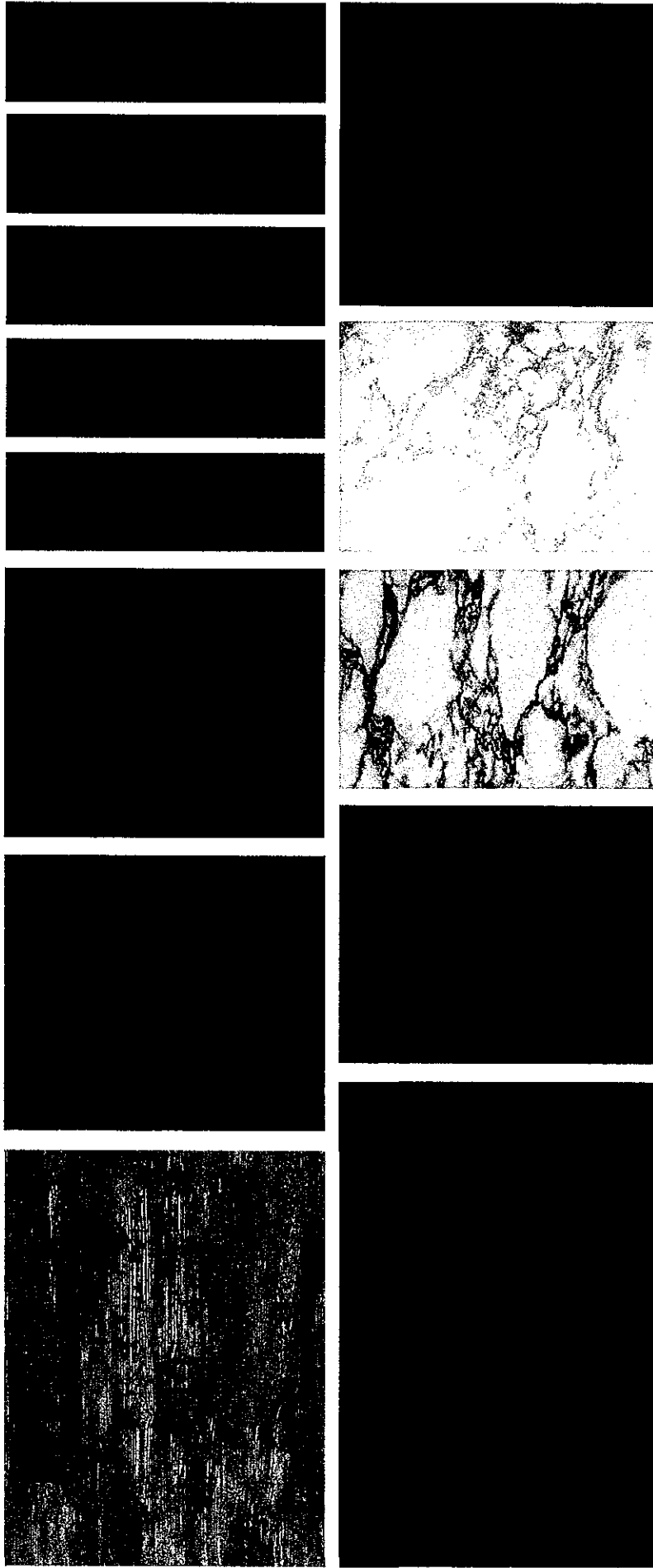
POPULOUS

JACKSONVILLE JAGUARS // US ASSURE CLUB : INTERIORS 10.08.15



MATERIALS

COLORS, TONES AND TEXTURES INSPIRED FROM DRIFTWOOD, BURNT WOOD, SMOKE, AND FOOTBALL LEATHER. TOGETHER CREATE A BOLD, INVITING PALETTE.



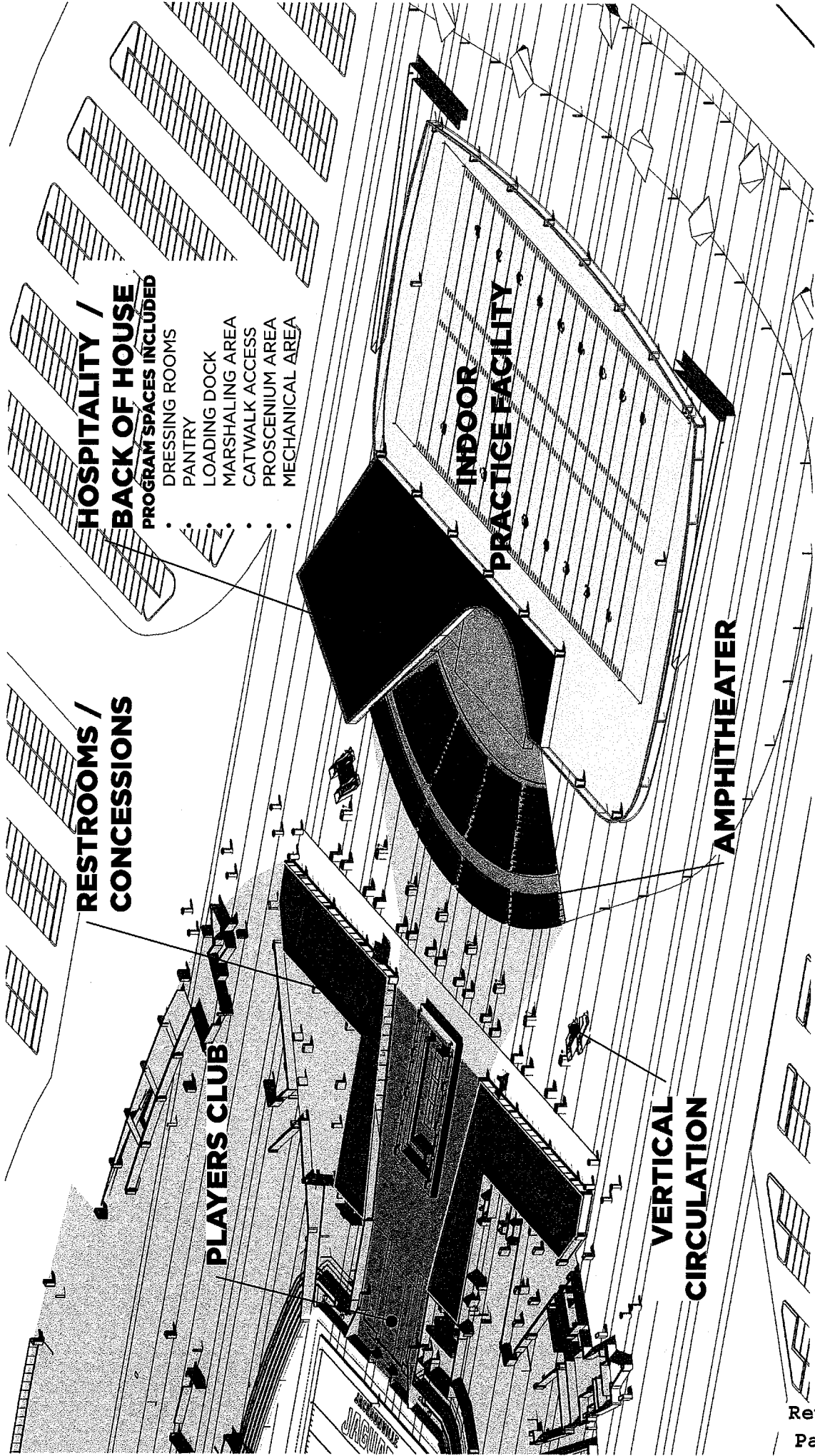
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POPULOUS

JACKSONVILLE JAGUARS // US ASSURE CLUB : INTERIORS 10.08.15





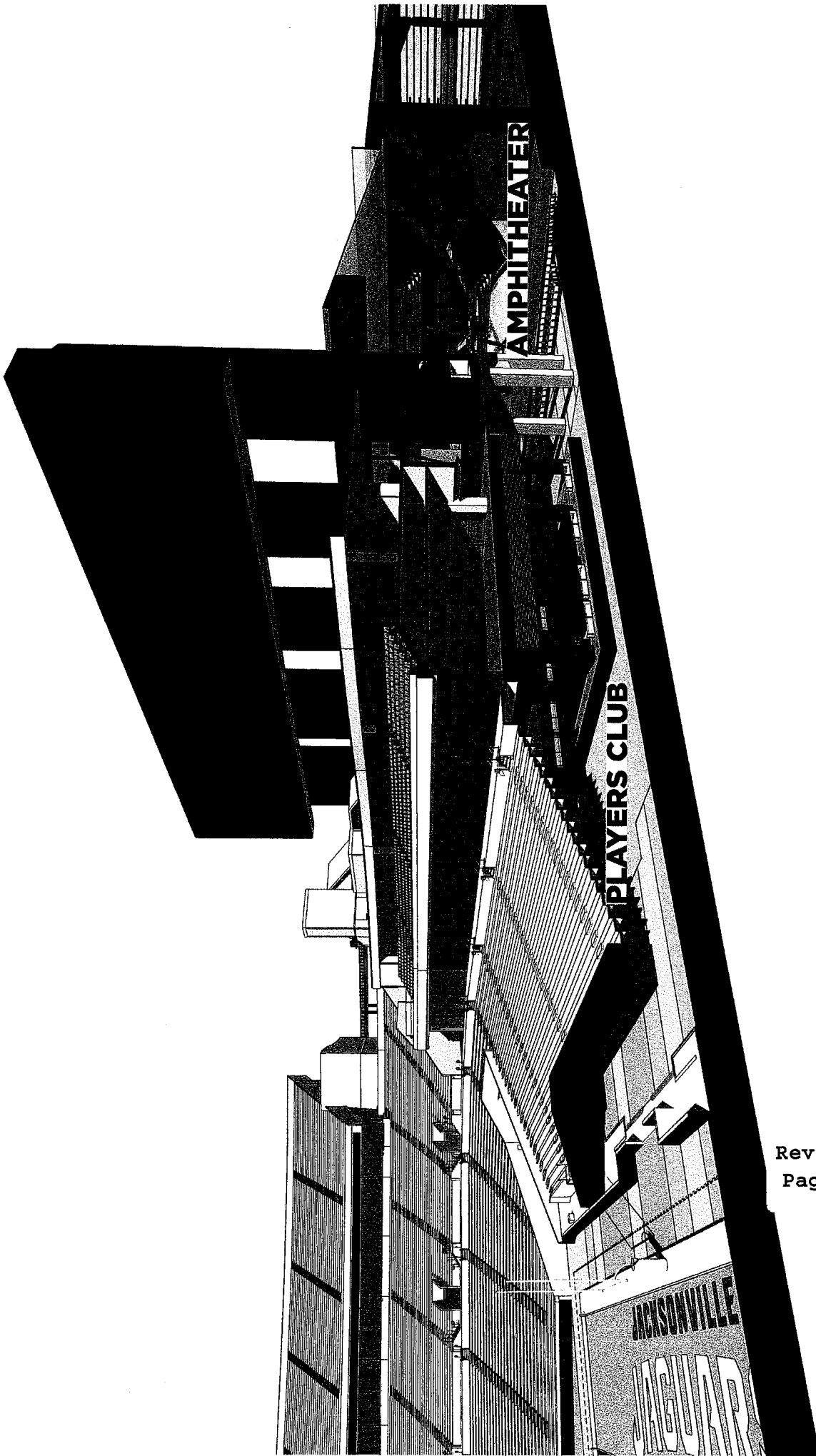
**HOSPITALITY /
BACK OF HOUSE**
PROGRAM SPACES INCLUDED

- DRESSING ROOMS
- PANTRY
- LOADING DOCK
- MARSHALING AREA
- CATWALK ACCESS
- PROSCENIUM AREA
- MECHANICAL AREA

JACKSONVILLE JAGUARS // 11.06.2015



POPULOUS



POPULOUS

JACKSONVILLE JAGUARS // 11.06.2015

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Page 34 of 102

Exhibit C

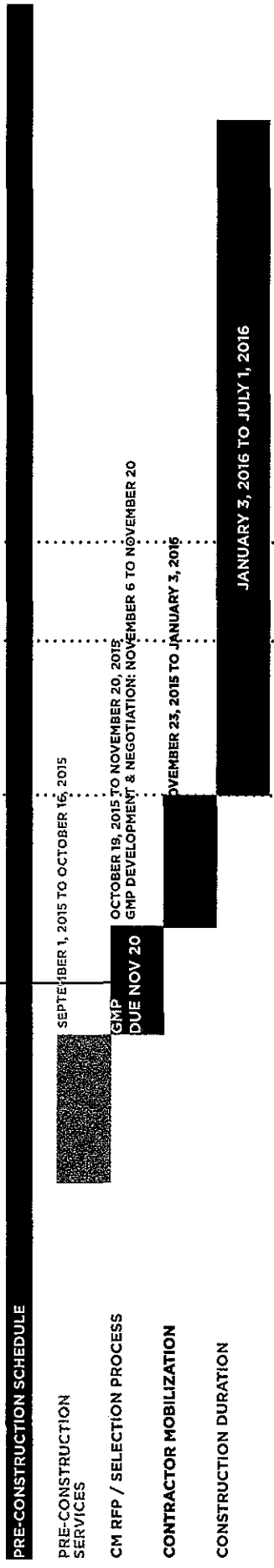
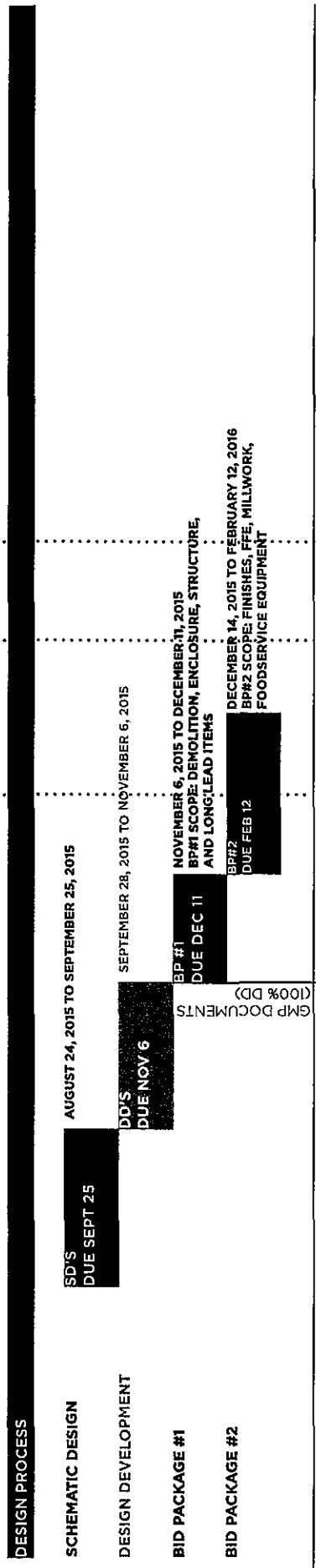
2015 Improvements Project Schedule

(see 2 pages following)

EVERBANK FIELD - US ASSURE CLUB IMPROVEMENTS

PROJECT SCHEDULE

AUGUST SEPTEMBER OCTOBER NOVEMBER DECEMBER JANUARY FEBRUARY MARCH APRIL MAY JUNE JULY AUGUST



STADIUM EVENTS
 TAX SLAYER BOWL: JAN. 2, 2016
 MONSTER JAM: FEB. 20, 2016

EVERBANK FIELD - COVERED FLEX FIELD & AMPHITHEATRE

PROJECT SCHEDULE

NOVEMBER DECEMBER JANUARY FEBRUARY MARCH APRIL MAY JUNE JULY AUGUST SEPTEMBER

DESIGN PROCESS

SCHEMATIC DESIGN

SD'S
DUE DEC 11

NOVEMBER 8, 2015 TO DECEMBER 11, 2015
 • INCLUDES SITE DEMO FOR BID
 • INCLUDES COVERED FLEX FIELD MIEL ORDER

DESIGN DEVELOPMENT BID PACKAGE #1

DD'S / BP #2
DUE FEB 12

DECEMBER 11, 2015 TO FEBRUARY 12, 2016
 • INCLUDES LONG LEAD ITEMS FOR BID
 (FIXED SEATS, CONCRETE, MISC. STRUCTURE)

BID PACKAGE #2

ORDER
COVERED FLEX FIELD
STRUCTURE

BP #2
DUE MARCH 12

FEBRUARY 12, 2016 TO MARCH 12, 2016
 BP#1 SCOPE: ENCLOSURE, ROOF, TURF

BID PACKAGE #3

ORDER
SEATS,
MISC. STEEL,
CONC. DECKS

BP#3
DUE APRIL 12

MARCH 12, 2016 TO APRIL 12, 2016
 BP#2 SCOPE: FINISHES, FFE, MILLWORK,
 FOODSERVICE EQUIPMENT (IF NEEDED)

PRE-CONSTRUCTION SCHEDULE

PRE-CONSTRUCTION SERVICES

NOVEMBER 8, 2015 TO JANUARY 3, 2015

CONSTRUCTION DURATION

JANUARY 3, 2016 TO JULY 15, 2016

STADIUM EVENTS:
 TAX SLAYER BOWL: JAN. 2, 2016
 MONSTER JAM: FEB. 20, 2016

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 2015 Improvements agreement (or "Project" for purposes of this Exhibit only).

Insurance Coverages

Construction Insurance Requirements.

JJL and Event Company shall require, prior to commencement of the construction of the 2015 Improvements, its contractor(s) and its subcontractors of any tier to procure and maintain insurance of the types and in the amounts not less than stated below:

(i) Contractor's Insurance

Workers Compensation	Florida Statutory Coverage
Employer's Liability	\$1,000,000 Each Accident
(Including appropriate Federal Acts)	\$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, and those reasonably requested by the City's Office of Insurance & Risk Management.

\$2,000,000 General Aggregate
\$2,000,000 Products/Comp. Ops Aggregate
\$1,000,000 Personal/Advertising Injury
\$1,000,000 Each Occurrence

Aggregate Limits are to apply per project.

(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 \$1,000,000 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.

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.

Umbrella (except CPL and PPL) \$20,000,000 Per Occurrence/Annual Aggregate

For Subcontractors where the subcontract \$1,000,000 Each Occurrence/Annual Aggregate

sum is \$500,000 or less.

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.

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

JJL and Event Company shall cause to be placed an "all-risk" or "special form" policy form of builder's risk insurance for the 2015 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 2015 Improvements stored off site, and also portions of the 2015 Improvements in transit, subject to customary sub-limits. This insurance will be placed by either the contractor engaged by JJL and Event Company, 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 2015 Improvements. City, JJL, Event Company and Contractor are to be Named Insureds on the Builder's Risk policy irregardless of which entity procures.

(ii) **Design Professional's Insurance**

JJL and Event Company shall require, prior to commencement of Project work, its design professionals to procure and maintain insurance of the types and in the amounts not less than stated below:

Workers' Compensation	Same Terms in Section (i) above.
General Liability	Same Terms in Section (i) above.
Automobile Liability	Same Terms in Section (i) above.
Professional Liability	\$5,000,000 Per Claim & Aggregate

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. Subcontractors to

the Design Professional shall have professional liability not less than \$1,000,000 per claim and in the aggregate

Valuable Papers

\$100,000 Per Occurrence

Additional Insurance Provisions

1. **Additional Insured.** All insurance except Worker's Compensation, Design Professional Liability and Contractor's Professional Liability shall be endorsed to name JLL, the Event Company, 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 Event Company, 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, the Event Company, 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, the Event Company, 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, One EverBank 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. In consideration of entering into the Agreement, and to the extent permitted by Chapter 725, Florida Statutes, as may be amended, and subject to the other terms of the Contract Documents, Construction Manager agrees to indemnify and hold harmless the City of Jacksonville (the "City"), Jacksonville Jaguars LLC ("JLL"), and their respective officers, board members, shareholders, members, partners and employees the Indemnitees from 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) 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 Agreement.

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 JLL, 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 JLL 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 JLL'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 JLL 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

Form of Covered Flex Field Lease

[see attached]

LEASE AGREEMENT
(Multi-Use Covered Flex Field)

This **LEASE AGREEMENT** is entered into and effective as of [____], 201[6], 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 One EverBank Field Drive, Jacksonville, Florida 32202.

RECITALS:

WHEREAS, Landlord is the owner of the Stadium, which is currently known as "EverBank Field", and of the Entertainment Zone (capitalized terms used herein and not otherwise defined are defined in Section 2). Landlord has leased the Stadium and the Entertainment Zone 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 14 to the Stadium Lease dated as of December [], 2015 ("**Amendment 14**"), as authorized by Ordinance 2015-781-E, Landlord and Tenant agreed, among other things, for JJJ to construct, on the terms and conditions set forth in Amendment 14, a multi-use facility (with a covered football field, hospitality space and other amenities) in the Entertainment Zone that can be used for (i) training and practices by Tenant's NFL team, (ii) Landlord Events, (iii) third-party athletic, entertainment and cultural 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; and

WHEREAS, the Facility has been constructed by Tenant and is substantially complete and ready for occupancy; 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.

(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) **“Additional Capital Funds”** means funds provided by Landlord and additional rent paid by Tenant to pay for maintenance, repairs and/or improvements to the Facility Premises if monies in the Capital Fund are insufficient to maintain, repair and/or improve the Facility Premises in accordance with the Facility Standard of Care.

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

(d) **“Amphitheater”** means the approximately 4,000 to 5,000 fixed-seat amphitheater to be constructed at the Entertainment Zone and/or the Stadium and its surrounding premises pursuant to Amendment 14.

(e) **“Amphitheater Lease”** means the lease between Landlord and Event Company in respect of Event Company’s use and occupancy of the Amphitheater.

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

(g) **“Capital Fund”** means the Amphitheater and Covered Field Maintenance and Improvements Fund, codified at Section 111.137, *Ordinance Code*, into which (i) ticket and parking surcharges for Facility Events are deposited by Landlord and Tenant as provided in Section 12(c) and additional rent is paid by Tenant as provided in Section 12(d) and funds are deposited by Landlord and additional rent is paid by Tenant as provided in Section 12(f); and (ii) ticket and parking surcharges for Amphitheater events and other funds are deposited, in each case, for Facility Capital Projects pursuant to this Lease and for Amphitheater capital projects pursuant to the Amphitheater Lease.

(h) **“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.

(i) **"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.

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

(k) **"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 Representatives"** means the City's Chief Administrative Officer and Sports and Entertainment Officer, or their respective successors or designees.

(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 American Thunder, LLC (or its permitted successors or assigns).

(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, and (v) player lounge areas.

(q) **"Facility"** means the multi-use facility with a covered football field in the Entertainment Zone and/or at the Stadium constructed pursuant to Amendment 14.

(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), the boundaries of which shall be determined by mutual agreement of the City Representatives and Tenant and added as Exhibit B to this Lease.

(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 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 and/or regulatory national, state, county, city or other local entity with jurisdiction over the Facility Premises. 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) “*Targeted Tax*” means any tax or government charge imposed by City of Jacksonville Ordinance on: (i) the activities conducted by Tenant at the Facility Premises or the income from such activities unless the tax or governmental charge applies to the same or similar activities conducted by all or a broad range of businesses or persons within the City of Jacksonville or the income from such activities; (ii) receipts from the sale of any tickets or other rights to admission to the Facility Premises unless the tax or governmental charge is one of general application levied against or imposed generally on receipts from the sale of tickets or other rights to admission to sports, amusement and entertainment facilities within the City of Jacksonville; (iii) the gross receipts or incomes of players, coaches, enterprises, businesses, teams, or team owners who use the Facility Premises unless the tax or governmental charge is one of general application levied against or imposed on the gross receipts or incomes of people, enterprises, businesses, or owners of enterprises or businesses, as the case may be, within the jurisdiction of the City of Jacksonville; (iv) any capital gain on or appreciation in the investment in Tenant or the Facility Premises unless the tax or governmental charge is one of general application to investments in enterprises or businesses of any type within the jurisdiction of the City of Jacksonville; or (v) the sale of any asset of or ownership interest in Tenant unless the tax or governmental charge is one of general application to the sale of ownership interests in enterprises or businesses of any type within the jurisdiction of the City of Jacksonville.

(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 later of (i) date upon which the Facility is substantially completed (following construction in accordance with Amendment 14);

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and (ii) the date of Tenant's receipt of a Certificate of Occupancy for 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 and during the Lease Term. Tenant shall cause a survey to be conducted to determine the precise boundaries of the Facility Premises, to be attached hereto and incorporated herein as Exhibit B. For purposes of clarity, without limiting any of Tenant's rights set forth in Section 7, Tenant shall have the right to use the Facility Premises on the dates of all JJJ Operative Period Events and JJJ Non-Operative Period Events that use the inner seating bowl of the Stadium (as long as such JJJ Non-Operative Period Events are scheduled in accordance with the scheduling provisions under the Stadium 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.

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 15th 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.

5. Lease Term. The term of this Lease (the "Lease Term") shall commence on the Term Commencement Date and expire on the January 31st immediately following the 30th anniversary of the Term Commencement Date (which expiration date is expected to be January 31, 2047), unless and until earlier terminated pursuant to any provision of 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 authorize others to use, occupy, manage and operate) the Facility Premises for any lawful purpose, including (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, and (vi) hosting meeting, banquets and other Catered Events. 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 Representatives 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.

(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) Tenant 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 that are not otherwise subject to operation and management by Landlord under the Stadium Lease on a year-round basis, 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) 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);

(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.

(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 Facility Events are booked. Tenant acknowledges and agrees that it will not schedule a Facility 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 (and, in the case of the City Designated Event, the Facility has been reserved by Landlord in accordance with Section 11(b)). 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. If Landlord so declares in writing, then Tenant shall be free to use the Facility Premises on such dates.

(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 JLL Operative Period Events at its cost, and on the dates of JLL Non-Operative Period Events using the Stadium bowl at Tenant's cost, in each case, in accordance with 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 and obligations 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 incremental costs associated with such use, Landlord shall not be responsible for such costs.

(f) In connection with Tenant's management, operation and use of the Facility Premises, 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.

8. Facility Operating Expenses. Except with respect to Landlord Events as provided in Section 11 and as otherwise expressly provided in this Lease, Tenant shall be responsible for the payment of all costs and expenses incurred by Tenant 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 Tenant and all utility costs. 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 to assist Tenant to secure utilities for the Facility Premises at rates comparable to reduced bulk rates applicable to Landlord facilities.

9. Operator Benefits. 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 with respect to Landlord Events and the surcharges set forth in Section 10, 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 (which Facility naming rights sponsor company shall be subject to the review and approval of the City Representatives, such approval not to be unreasonably withheld, conditioned, or delayed) and any portion thereof; (viii) the sublease or other grant of rights to use the Facility Premises (or any portion thereof) to other Persons; *provided* that any long-term sublease that provides the subtenant with use 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, and for all paid tickets and parking passes for Landlord Events), Landlord, other than Landlord Catered Events, 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. The initial amount of the ticket surcharge and the parking surcharge shall each be an initial range between (x) \$2.50; and (y) the surcharges charged for concerts at Jacksonville Veterans Memorial Arena, but at an initial rate no higher than \$3.00 for 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. Landlord shall apply the same surcharge to tickets and parking for all Facility Events to which a surcharge is applicable, including Landlord Events.

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) (i) on the dates of the City Advertising Events and on the day before the annual Florida-Georgia game and (ii) on the dates of the annual Jacksonville Jazz Festival. If Landlord's use interferes or conflicts with Tenant's football team's use of the Facility Premises on the dates described in clause (i)-(ii), (A) Landlord shall make the facility currently known as the Jacksonville Veterans Memorial Arena available to Tenant for its football team's use on such dates (so long as such use does not materially conflict or interfere with any event at the arena) and (ii) Landlord shall use its commercially reasonable efforts to accommodate Tenant's football team's football-related needs at the Facility Premises on such dates (so long as such needs do not materially conflict or interfere with Landlord's use of the Facility Premises).

(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.

(d) Landlord shall be entitled to the admission ticket 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 on the dates of City

Advertising Events, the day before the annual Florida-Georgia game, the Jacksonville Jazz Festival, or other City Designated Events. 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 reimburse Tenant for all 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, including: (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 (i) the content of such signage does not conflict or compete with the existing Signage or other Advertising at the Facility Premises or the Amphitheater, and/or (ii) such temporary signage does not violate any agreement between Tenant and any Tenant sponsor or between Event Company and any Event Company sponsor. 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) Prior to each Landlord Event, Landlord shall enter into a use agreement with Tenant addressing matters not covered by this Section 11 that are customarily addressed between users and operators of facilities similar to the Facility (a "*Landlord Event Use Agreement*"). Such Landlord Event Use Agreement shall contain the following provisions: (i) an agreement by Landlord to, and to cause 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 of any nature resulting from,

arising out of or in connection with the Landlord Event or the use of the Facility Premises on or in connection with a Landlord Event Date, subject to the provisions and limitations of Section 768.28, which are not hereby altered, waived or expanded; (ii) a requirement that Landlord and its invitees comply with generally applicable policies established by Tenant for the Facility Premises, including those regarding security, access and building operations; (iii) an agreement by Landlord not to operate or permit any Person to operate any Concessions or Merchandise operations in or upon the Facility at any time; (iv) a requirement that any third-party promoter for a Landlord Event obtain and 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; and (v) such other terms as Landlord and Tenant mutually agree upon.

(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 any naming rights agreement entered into by Tenant 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 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) During the Lease Term, Tenant shall undertake all Capital Projects using funds from the Capital Fund and, if necessary, the Additional Capital Funds, in accordance with this Section 12.

(b) Proceeds in the Capital Fund and any Additional Capital Funds shall be the property of Landlord and shall be used exclusively to fund Capital Expenses in accordance with the approved Capital Plan and Section 12(e).

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

(d) On or prior to April 30 and October 31 of each year of the Lease Term, Landlord shall notify Tenant as to the total ticket and parking surcharges collected during the 6-month period ending March 31 and September 30, respectively, of that year, and within one month thereafter, Tenant shall make, or cause to be made, an additional rent payment in an amount equal to the amount of such surcharges into the Capital Fund.

(e) On or prior to January 31 of each year during the Lease Term, Tenant shall submit to the City Representatives a proposed Capital Repair plan for the Facility Premises (the "**Capital Plan**"), which sets forth a list of Capital Projects that are expected to be undertaken at the Facility Premises over no less than the following 12 months and provides an initial designation of Capital Projects as either Capital Improvements or Capital Repairs. The Capital Plan shall assign the highest priority to life safety and code compliance projects. The City Representatives shall have one month to review and comment upon the Capital Plan (including the Capital Projects and the designations thereof). During the five-day period following receipt of the City Representative's comments, if any, to the Capital Plan the City Representatives and Tenant shall meet to jointly agree

upon changes to and finalize the Capital Plan. Following finalization of the Capital Plan, the City's Director of Finance shall make disbursements from the Capital Fund to fund Capital Projects set forth in the Capital Plan, as and when requested by Tenant in accordance with this Lease. The approved portions of the Capital Plan shall be deemed final and Tenant may spend monies in the Capital Fund in accordance with the Capital Plan and the procurement policy mutually agreed upon between Tenant and Landlord.

(f) If the 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 Representatives shall mutually agree as to the scope of maintenance and repairs required, and upon agreement Landlord shall pay half of, and Tenant shall make or cause to be made an additional rent payment in an amount equal to half of, the Additional Capital Funds necessary to fulfill such scope (provided that the obligations of Tenant and Landlord shall be subject to the Landlord's lawful appropriation of the funds therefor).

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

(h) 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 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.

(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.

(d) If, during the Lease Term, any Targeted Tax is imposed by Landlord, then Landlord shall pay such Targeted Tax to the applicable entity as and when due.

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) pursuant to Section 11 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 (including appropriate Federal Acts)	\$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Each Employee / Disease
Commercial General Liability	\$2,000,000 Combined Single Limit
Automobile Liability (Coverage for all automobiles, owned, hired or non-owned)	\$500,000 Combined Single Limit
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-

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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(b), 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(b) 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) one-half of the actual, documented hard and soft costs incurred in respect of Capital Improvements to the Facility Premises following the Term Commencement Date (including Capital Improvements paid for from the Capital Fund and from the Additional Capital Funds, but excluding funds used for Capital Repairs) *plus* (z) 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 Capital Fund or the Additional Capital Funds. The foregoing costs shall be amortized on a straight-line basis over the scheduled Lease Term. 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 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 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 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, transfer, pledge, mortgage or encumber (each, a "Transfer") this Lease without first obtaining the written consent of the City Representatives, which consent may be withheld or conditioned in their 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:

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 Representatives under Section 19(a) or (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) For the avoidance of doubt, and notwithstanding anything contained in this Lease to the contrary, the parties confirm that Tenant shall have the right to sell or grant to Persons (whether on a short-term, or continuing or periodic basis) subleases, licenses, usage or similar rights and otherwise grant to Persons rights to use, enjoy, service or maintain any part of the Facility Premises for any purpose related to the use, operation, exploitation or management of the Facility Premises, subject to Landlord's rights in the last sentence of Section 6(a), Section 9 and Section 11, and without such action being considered a Transfer.

(e) 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.

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

(g) 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 Representatives 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 (i) 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 (ii) 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) one-half of the actual, documented hard and soft costs incurred in respect of Capital Improvements to the Facility Premises following the Term Commencement Date (including Capital Improvements paid for from the Capital Fund and from the Additional Capital Funds, but excluding funds used for Capital Repairs) plus (z) 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 Capital Fund or the Additional Capital Funds. The foregoing costs shall be amortized on a straight-line basis over the scheduled Lease Term. 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 Capital Fund shall 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 one-half of such 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 equally. 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 to Landlord the Facility Premises in good condition, ordinary wear and tear excepted. 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 that survive such expiration.

24. Right of Landlord to Inspect. Landlord, upon 3 days advance written 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, 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.

26. Permits. Tenant will be responsible for, and Landlord shall 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 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. 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

One EverBank Field Drive
Jacksonville, Florida 32202
Attn: President

With a Copy to: Jacksonville Jaguars
One EverBank Field Drive
Jacksonville, Florida 32202
Attn: General Counsel

(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. 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

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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, together with its exhibits and Amendment 14, 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.

(o) Non-Discrimination. Tenant 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.

(p) 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.

(q) **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 this execution of this Lease..

[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.

LANDLORD:

CITY OF JACKSONVILLE, a Florida municipal corporation

ATTEST:

By: _____
Lenny Curry
Mayor

James R. McCain, Jr.
Corporation's Secretary

WITNESS AS TO LANDLORD:

Name Printed:

Name Printed:

WITNESS AS TO TENANT:

TENANT:

JACKSONVILLE JAGUARS, LLC

Name Printed:

By: _____
Name: _____
Title: _____

Name Printed:

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; and as it may be further amended, restated, supplemented, waived or otherwise modified from time to time.

Exhibit B

Facility Area

(To be inserted by parties after completion of survey.)

Exhibit F

Form of Amphitheater Lease

[see attached]

**LEASE AGREEMENT
(Amphitheater)**

This **LEASE AGREEMENT** is entered into and effective as of [_____], 201[6], 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 **AMERICAN THUNDER, LLC**, a Delaware limited liability company ("*Tenant*"), with a principal business address of One EverBank Field Drive, Jacksonville, Florida 32202.

RECITALS:

WHEREAS, Landlord is the owner of the Stadium, which is currently known as "EverBank Field", and of the Entertainment Zone (capitalized terms used herein and not otherwise defined are defined in Section 2). Landlord has leased the Stadium and the Entertainment Zone to Jacksonville Jaguars, LLC ("*JJL*") 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 JJL, 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 14 to the Stadium Lease dated as of December [___], 2015 ("*Amendment 14*"), as authorized by Ordinance 2015-781-E, to which Tenant is a party, Landlord and Tenant agreed, among other things, for Tenant to construct, on the terms and conditions set forth in Amendment 14, a 4,000 to 5,000 fixed seat amphitheater in the Entertainment Zone and using portions of the Stadium premises that can be used for (i) concerts, speakers and similar events promoted by Tenant, (ii) Landlord Events, (iii) third-party entertainment and cultural events, (iv) hospitality functions on days on which there are events at the Stadium, Entertainment Zone and/or Covered Flex Field, and (v) other lawful purposes (the "*Amphitheater*"); and

WHEREAS, the Amphitheater has been constructed by Tenant and is substantially complete and ready for occupancy; and

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

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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 Amphitheater or elsewhere in or around the Amphitheater 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 Amphitheater 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 Amphitheater or any portion of the Amphitheater Premises.

(b) ***“Additional Capital Funds”*** means funds provided by Landlord and additional rent paid by Tenant to pay for maintenance, repairs and/or improvements to the Amphitheater Premises if monies in the Capital Fund are insufficient to maintain, repair and/or improve the Amphitheater Premises in accordance with the Amphitheater Standard of Care.

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

(d) ***“Amphitheater”*** has the meaning set forth in the recitals.

(e) ***“Amphitheater Area”*** means the land on which the Amphitheater 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 Amphitheater (including, without limitation, the South End Zone Improvements (as defined in Amendment 14) and certain common areas of the Stadium and the Stadium premises), the boundaries of which shall be determined by mutual agreement of the City Representatives and Tenant and added as Exhibit B to this Lease.

(f) ***“Amphitheater Event”*** means any event held at the Amphitheater, including concerts, speaking engagements, conferences, hospitality events, functions, banquets and fan activities.

(g) ***“Amphitheater Premises”*** means the Amphitheater and the Amphitheater Area.

(h) ***“Amphitheater 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.

(i) “*Amphitheater Standards*” has the meaning set forth in Section 7(a)(i).

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

(k) “*Capital Fund*” means the Amphitheater and Covered Field Maintenance and Improvements Fund, codified at Section 111.137, *Ordinance Code*, into which (i) ticket and parking surcharges for Amphitheater Events are deposited by Landlord and Tenant as provided in Section 13(c) and additional rent is paid by Tenant as provided in Section 13(d) and funds deposited by Landlord and additional rent is paid by Tenant as provided in Section 13(f); and (ii) ticket and parking surcharges for Covered Flex Field events and other funds are deposited, in each case, for Amphitheater Capital Projects pursuant to this Lease and for Covered Flex Field capital projects pursuant to the Covered Flex Field Lease.

(l) “*Capital Improvements*” means all work (including labor, materials and supplies) determined to be necessary or advisable, in accordance with Section 13, for the improvement of the Amphitheater Premises, the Marquees, and the structures, surfaces, fixtures, equipment and other components thereof, including permanent structural improvements or restoration of some aspects of the Amphitheater Premises or Marquees that will enhance the Amphitheater Premises’ or the Marquee’s overall value, increase useful life, or put the Amphitheater Premises or the Marquees 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 Amphitheater Premises or the Marquees; improvements that ameliorate a material condition or defect; or improvements that adapt the property to a new use.

(m) “*Capital Repairs*” means all work (including labor, materials and supplies) determined to be necessary or advisable, in accordance with Section 13, for the maintenance (preventive and otherwise) or repair of the Amphitheater Premises, the Marquees and the structures, surfaces, fixtures, equipment and other components thereof, to keep the Amphitheater Premises and the Marquees in normal operating condition in accordance with the Amphitheater Standard of Care.

(n) “*Capital Projects*” means Capital Improvements and Capital Repairs.

(o) “*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 Amphitheater (such as conference, banquet, bar, lounge, meeting, catering and event facilities).

(p) “*City Representatives*” means the City’s Chief Administrative Officer and Sports and Entertainment Officer, or their respective successors or designees.

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

(r) **“Covered Flex Field”** means a multi-use facility (with a covered football field, hospitality space and other amenities) that has been constructed by JLL in the Entertainment Zone pursuant to Amendment 14, as it may be amended, restated, supplemented, extended or otherwise modified from time to time.

(s) **“Covered Flex Field Lease”** means the lease between Landlord and JLL in respect of JLL’s use and occupancy of the Covered Flex Field.

(t) **“Default”** means a Landlord Default or a Tenant Default.

(u) **“Exclusive Areas”** means all, or portions of, areas of the Amphitheater Premises that are not intended for use by the general public, as reasonably specified by Tenant, including: (i) storage areas, (ii) green rooms and lounge areas, (iii) offices for Tenant personnel, and (iv) audio / visual, video board, and lighting control areas.

(v) **“Governmental Requirement”** means any generally applicable permit, law, statute, code, rule, regulation, ordinance, order, judgment, decree, writ, injunction, franchise or license of any governmental and/or regulatory national, state, county, city or other local entity with jurisdiction over the Amphitheater Premises. 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.

(w) **“JLL”** has the meaning set forth in the preamble of this Lease.

(x) **“Landlord”** has the meaning set forth in the preamble of this Lease.

(y) **“Landlord Default”** has the meaning set forth in Section 21(b).

(z) **“Landlord Events”** means events held by the Landlord or its permitted licensees at the Amphitheater Premises.

(aa) **“Landlord Indemnites”** 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) “*Marquees*” means the up to three video board marquees within the sports and entertainment complex.

(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, Amphitheater Events and descriptions or accounts of or information with respect to Amphitheater 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) “*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 Amphitheater Premises, including video boards, banners, displays, message centers, advertisements, signs and marquee signs.

(mm) “*Targeted Tax*” means any tax or governmental charge imposed by City Ordinance on: (i) the activities conducted by Tenant at the Amphitheater Premises or the income from such activities unless the tax or governmental charge applies to the same or similar activities conducted by all or a broad range of businesses or persons within the City of Jacksonville or the income from such activities; (ii) receipts from the sale of any tickets or other rights to admission to the Amphitheater Premises unless the tax or governmental charge is one of general application levied against or imposed generally on receipts from the sale of tickets or other rights to admission to sports, amusement and entertainment facilities within the City of Jacksonville; (iii) the gross receipts or incomes of artists, promoters, enterprises or businesses who use the Amphitheater Premises unless the tax or governmental charge is one of general application levied against or imposed on the gross receipts or incomes of artists, promoters, enterprises, businesses, or owners of enterprises or businesses, as the case may be, within the jurisdiction of the City of Jacksonville; (iv) any capital gain on or appreciation in the investment in Tenant or the Amphitheater Premises unless the tax or governmental charge is one of general application to investments in enterprises or businesses of any type within the jurisdiction of the City of Jacksonville; or (v) the sale of any asset of or ownership interest in Tenant unless the tax or governmental charge is one of general application to the sale of ownership interests in enterprises or businesses of any type within the jurisdiction of the City of Jacksonville.

(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 21(a).

(pp) “*Tenant Indemnitees*” 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 later of (i) date upon which the Amphitheater is substantially completed (following construction in accordance with Amendment 14); and (ii) the date of Tenant’s receipt of a Certificate of Occupancy for the Amphitheater Premises.

3. Lease. Landlord does hereby demise and lease to Tenant, and Tenant does hereby lease from Landlord, the Amphitheater Premises, subject to and in accordance with the provisions, covenants, conditions and terms herein, to have and to hold unto Tenant for and during the Lease Term. Tenant shall cause a survey to be conducted to determine the precise boundaries of the Amphitheater Premises, to be attached hereto and incorporated herein as Exhibit B. For purposes of clarity, without limiting any of Tenant’s rights set forth in Section 7, Tenant shall have the right to use the Amphitheater Premises on the dates of all JJJL Operative Period Events and JJJL Non-Operative Period Events that use the inner seating bowl of the Stadium (as long as such JJJL Non-Operative Period Events are scheduled in accordance with the scheduling provisions in the Stadium Lease). Both parties shall have reasonable access to the Amphitheater Premises as necessary for set up and breakdown in connection with their respective Amphitheater Events, and Tenant shall have access as necessary or advisable to comply with its obligations under this Lease.

4. Rent. In consideration of Landlord’s execution and delivery of this Lease and Landlord’s demise and lease of the Amphitheater Premises to Tenant, Tenant shall pay to Landlord rent in the amount of \$100 per annum (pro rated for any partial years) during the Lease Term. Such rent shall be due on November 15th 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.

5. Lease Term. The term of this Lease (the “*Lease Term*”) shall commence on the Term Commencement Date and expire on the January 31st immediately following the 30th anniversary of the Term Commencement Date (which expiration date is expected to be January 31, 2047), unless and until earlier terminated pursuant to any provision of this Lease.

6. Use by Tenant of Amphitheater.

(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 authorize others to use, occupy, manage and operate) the Amphitheater Premises for any lawful purpose, including (i) concerts, speaking engagements, conventions and similar events 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 Covered Flex Field, (iii) conducting promotional, community and public

relations activities, (iv) storing equipment and supplies in designated storage areas, (v) conducting entertainment and cultural events, and (vi) hosting meeting, banquets and other Catered Events. 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 Representatives 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 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 its use or operation of the Amphitheater. 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 Amphitheater 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. Amphitheater Operations.

(a) Tenant 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 Amphitheater and the other portions of the Amphitheater 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 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 16(b), scheduling and contracting for all Amphitheater Events (other than Landlord Events) and establishing all rules, regulations and standards respecting the Amphitheater Premises and Amphitheater Events (with such rules, regulations and standards subject to the reasonable review and approval of City, not to be unreasonably withheld, conditioned or delayed) (including requirements with respect to insurance by users of the Amphitheater) (the "*Amphitheater 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 Amphitheater 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 Amphitheater Events other than Landlord Events) available at or with respect to the Amphitheater;

(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 Amphitheater 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 Amphitheater Premises;

(vi) constructing, operating and displaying Signage on the interior, exterior or any other portion of the Amphitheater Premises as Tenant deems necessary or desirable (subject to applicable Governmental Requirements);

(vii) operating any social media or other Internet sites in respect of the Amphitheater (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 Amphitheater 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 Amphitheater Premises (other than for Landlord Events); and

(x) performing, or causing to be performed, all Capital Projects in accordance with Section 13.

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

(c) Tenant shall notify the facility manager of the Stadium when Amphitheater Events are booked. Tenant acknowledges and agrees that it will not schedule an Amphitheater 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 (and, in the case of the City Designated Event, the Amphitheater has been reserved by Landlord in accordance with Section 11(b)). Tenant may inquire at the time of scheduling any City Advertising Event or City Designated Event whether Landlord plans to use the Amphitheater in connection with such uses. If Landlord so declares in writing, then Tenant shall be free to use the Amphitheater on such dates.

(d) As part of its responsibilities for overall Stadium security, the Landlord shall continue to be responsible for providing security to patrol the Amphitheater 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 Amphitheater Premises (such as staffing, police, fire rescue and security) for JLL Operative Period Events at its cost, and for JLL Non-Operative Period Events using the Stadium bowl at Tenant's cost, in each case, in accordance with the Stadium Lease.

(e) Tenant shall have the exclusive right to: (i) plan, coordinate and administer the operation of the Amphitheater; (ii) subject to Landlord's rights and obligations under the Stadium Lease, plan, coordinate and administer the operation the other areas of the Amphitheater 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 Amphitheater Premises that are otherwise utilized at the Stadium, and to the extent that there are incremental costs associated with such use, Landlord shall not be responsible for such costs.

(f) In connection with Tenant's management, operation and use of the Amphitheater Premises, 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.

8. Amphitheater Operating Expenses. Except with respect to Landlord Events as provided in Section 11 and as otherwise expressly provided in this Lease, Tenant shall be responsible for the payment of all costs and expenses incurred by Tenant in its management, operation and use of the Amphitheater and the portions of the Amphitheater Premises that are not otherwise subject to operation and management by Landlord under the Stadium Lease, including costs associated with operating Amphitheater Events promoted by Tenant and all utility costs. 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 Amphitheater Premises. Landlord shall use reasonable best efforts to assist Tenant to secure utilities for the Amphitheater Premises at rates comparable to reduced bulk rates applicable to Landlord facilities.

9. Operator Benefits. 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 Amphitheater and the other portions of the Amphitheater 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 and the Stadium Lease.. Subject to Section 11 with respect to

Landlord Events and the surcharges set forth in Section 10, 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 Amphitheater Events; (ii) Advertising; (iii) Media; (v) Concessions; (vi) parking associated with Amphitheater Events; (vii) the right to name the Amphitheater (which Amphitheater naming rights sponsor company shall be subject to the review and approval of the City Representatives, such approval not to be unreasonably withheld, conditioned or delayed) and any portion thereof; (viii) the sublease or other grant of rights to use the Amphitheater Premises (or any portion thereof) to other Persons; *provided* that any sublease that provides the subtenant with use of the Amphitheater 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 Amphitheater.

10. Surcharges. For all paid tickets and parking passes for Amphitheater Events (other than Landlord Events and Catered Events) Tenant, and for all paid tickets and parking passes for Landlord Events, other than Landlord 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. The initial amount of the ticket and parking surcharges shall each be in a range between (x) \$2.50 and (y) the surcharges charged for concerts at Jacksonville Veterans Memorial Arena, as established by City Council, but no higher than \$3.00. All surcharges collected pursuant to this Section 10 shall be deposited and used in accordance with Section 13. 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. Landlord shall apply the same surcharge to tickets and parking for all Amphitheater Events to which a surcharge is applicable, including Landlord Events.

11. Landlord Use of Amphitheater.

(a) Landlord shall have the right, at its sole cost and expense, to use the public areas of the Amphitheater Premises (excluding the Exclusive Areas) (i) on the dates of the City Advertising Events and on the day before the annual Florida-Georgia game and (ii) on the dates of the annual Jacksonville Jazz Festival.

(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 Amphitheater 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 Amphitheater 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 Amphitheater 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 the Covered Flex Field, including the set-up and breakdown for such events, (ii) legitimate concerns about potential damage to the Amphitheater 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.

(d) Landlord shall be entitled to the admission ticket 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 Amphitheater Premises on the dates of City Advertising Events, the day before the annual Florida-Georgia game, the Jacksonville Jazz Festival, or other City Designated Events. 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 Amphitheater 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 Amphitheater 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 reimburse Tenant for all costs and expenses incurred by Tenant that arise from, are incurred in connection with or are otherwise attributable to the use of the Amphitheater Premises for a Landlord Event, including: (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 Amphitheater Premises; (iii) Tenant's costs for any third-party services necessary for such Landlord Event; (iv) Tenant's costs for repairing damage to the Amphitheater 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 (i) the content of such signage does not conflict or compete with the existing Signage or other Advertising at the Amphitheater Premises or the Covered Flex Field, and/or (ii) such temporary signage does not violate any agreement between Tenant and any Tenant sponsor or between JLL and any JLL sponsor. Tenant shall include a reference to Landlord's temporary signage rights in its sponsorship agreements in respect of the Amphitheater. 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 Amphitheater Premises or (B) obscure, mask, alter, cover or obstruct (electronically or otherwise) any fixed or permanent Signage displayed in or around the Amphitheater Premises, whether during a Landlord Event or otherwise.

(g) Prior to each Landlord Event, Landlord shall enter into a use agreement with Tenant addressing matters not covered by this Section 11 that are customarily addressed between users and operators of facilities similar to the Amphitheater (a "*Landlord Event Use Agreement*"). Such Landlord Event Use Agreement shall contain the following provisions: (i) an agreement by Landlord to, and to cause 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 of any nature resulting from, arising out of or in connection with the Landlord Event or the use of the Amphitheater Premises on or in connection with a Landlord Event Date, subject to the provisions and limitations of Section 768.28, which are not hereby altered, waived or expanded; (ii) a requirement that Landlord and its invitees comply with generally applicable policies established by Tenant for the Amphitheater Premises, including those regarding security, access and building operations; (iii) an agreement by Landlord not to operate or permit any Person to operate any Concessions or Merchandise operations in or upon the Amphitheater at any time; (iv) a requirement that any third-party promoter for a Landlord Event obtain and 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; and (v) such other terms as Landlord and Tenant mutually agree upon.

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

12. Marquees. The Marquees shall be used to promote events at the sports and

entertainment complex. Tenant shall have the exclusive right and obligation to program such Marquees solely with information regarding events in the sports and entertainment complex and the presenting, title or similar promoters or sponsors of such events. Tenant shall have the right to install and sell or otherwise grant any fixed signage space on the Marquees, in accordance with all applicable Governmental Requirements. Tenant shall cooperate with Landlord to include information related to Landlord events in the sports and entertainment complex on the Marquees.

13. Capital Projects.

(a) During the Lease Term, Tenant shall undertake all Capital Projects using funds from the Capital Fund and, if necessary, the Additional Capital Funds, in accordance with this Section 13.

(b) Proceeds in the Capital Fund and any Additional Capital Funds shall be the property of Landlord and shall be used exclusively to fund Capital Expenses in accordance with the approved Capital Plan and Section 13(e).

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

(d) On or prior to April 30 and October 31 of each year of the Lease Term, Landlord shall notify Tenant as to the total ticket and parking surcharges collected during the 6-month period ending March 31 and September 30, respectively, of that year, and within one month thereafter, Tenant shall make or cause to be made an additional rent payment in an amount equal to the amount of such surcharges into the Capital Fund.

(e) On or prior to January 31 of each year during the Lease Term, Tenant shall submit to the City Representatives a proposed Capital Repair plan for the Amphitheater Premises and the Marquees (the "*Capital Plan*"), which sets forth a list of Capital Projects that are expected to be undertaken at the Amphitheater Premises and to the Marquees over no less than the following 12 months and provides an initial designation of Capital Projects as either Capital Improvements or Capital Repairs. The Capital Plan shall assign the highest priority to life safety and code compliance projects. The City Representatives shall have one month to review and comment upon the Capital Plan (including the Capital Projects and the designations thereof). During the five-day period following receipt of the City Representative's comments, if any, to the Capital Plan, the City Representatives and Tenant shall meet to jointly agree upon changes to and finalize the Capital Plan. Following finalization of the Capital Plan, the City's Director of Finance shall make disbursements from the Capital Fund to fund Capital Projects set forth in the Capital Plan, as and when requested by Tenant in accordance with this Lease. The approved portions of the Capital Plan shall be deemed final and Tenant may spend monies in the Capital Fund in accordance with the Capital Plan and the procurement policy mutually agreed upon between Tenant and Landlord.

(f) If the Capital Fund monies are insufficient for the repair and maintenance of the Amphitheater Premises as needed to maintain the Amphitheater Premises in accordance with the Amphitheater Standard of Care (as mutually agreed by Tenant and Landlord), Tenant and the City Representatives shall mutually agree as to the scope of maintenance and repairs required, and upon agreement Landlord shall pay half of, and Tenant shall make or cause to be made an additional rent payment in an amount equal to half of, the Additional Capital Funds

necessary to fulfill such scope (provided that the obligations of Tenant and Landlord shall be subject to the Landlord's lawful appropriation of the funds therefor).

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

(h) Nothing in this Lease shall modify any of Landlord's obligations with respect to management, repairs and maintenance to the Stadium (including the South End Zone Improvements that are a part of the Stadium but also used in connection with the Amphitheater).

14. Title: Taxes.

(a) Ownership of fee title to the Amphitheater 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 Amphitheater Premises. Any leasehold improvements made to the Amphitheater Premises shall be vested with Landlord, who 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 Amphitheater Premises (other than personal property purchased as a 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 Amphitheater Premises), but shall be the property of Tenant.

(b) Notwithstanding that fee title to the Amphitheater 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 Amphitheater and the installations, additions, fixtures and improvements to be placed in or upon the Amphitheater 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 Amphitheater and determination of the Amphitheater 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 Amphitheater Premises as it shall elect.

(c) It is the belief and intent of Landlord and Tenant that neither the Amphitheater 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.

(d) If, during the Lease Term, any Targeted Tax is levied, assessed, confirmed, adjudged, charged or imposed by Landlord, then Landlord shall pay such Targeted

Tax to the applicable entity as and when due.

15. 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, agents, invitees, assignees, and subtenants in the use, occupation of and access to the Amphitheater. 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 Amphitheater Premises is being used by Landlord (or its members, managers, officers, employees, agents, or representatives) pursuant to Section 11 or any claims arising at any time with respect to any portion of the Amphitheater 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 15 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 15 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 Amphitheater 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 Amphitheater Premises.

16. 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 (including appropriate Federal Acts)	\$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Each Employee / Disease
Commercial General Liability	\$2,000,000 Combined Single Limit
Automobile Liability (Coverage for all automobiles, owned, hired or non-owned)	\$500,000 Combined Single Limit
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 15. 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 Amphitheater 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 Amphitheater 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 Amphitheater Premises for an Amphitheater Event to procure and maintain, at

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its expense, insurance in amounts and of the types to be mutually agreed upon, taking into account the type of Amphitheater 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 Amphitheater 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.

17. Destruction or Damage. If, at any time during the Lease Term, the Amphitheater 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 Amphitheater 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 Amphitheater Premises shall be disbursed to or at the direction of Tenant. If Landlord failed to maintain the insurance required under Section 16(b), 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 16(b) 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 Amphitheater and improve the Amphitheater Area and the Marquees *plus* (y) one-half of the actual, documented hard and soft costs incurred in respect of Capital Improvements to the Amphitheater Premises and/or the Marquees following the Term Commencement Date (including Capital Improvements paid for from the Capital Fund and from the Additional Capital Funds, but excluding funds used for Capital Repairs) *plus* (z) the actual, documented hard and soft costs incurred by Tenant in respect of other Capital Improvements to the Amphitheater that are approved by Landlord, but are not paid from the Capital Fund or the Additional Capital Funds. The foregoing costs shall be amortized on a straight-line basis over the scheduled Lease Term. 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.

18. Quiet Enjoyment. As long as there is no Tenant Default, Tenant shall peaceably and

quietly hold and enjoy the Amphitheater 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 Amphitheater Premises against all parties lawfully or equitably claiming by, through or under Landlord.

19. Condemnation. If any part of the Amphitheater 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 Amphitheater 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 Amphitheater 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 22. If at any time during the Lease Term less than the entire Amphitheater Premises shall be taken in any Condemnation Proceeding and Tenant does not otherwise terminate this Lease pursuant to this Section 19, 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 Amphitheater 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 22 of this Lease.

20. 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 Representatives, which consent may be withheld or conditioned in their sole discretion.

(b) Notwithstanding Section 20(a) or any other provision of this Lease, the following Transfers shall be permitted without the consent of the City Representatives:

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 JJJ'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 Representatives under Section 20(a) or (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) For the avoidance of doubt, and notwithstanding anything contained in this Lease to the contrary, the parties confirm that Tenant shall have the right to sell or grant to Persons (whether on a short-term, or continuing or periodic basis) subleases, licenses, usage or similar rights and otherwise grant to Persons rights to use, enjoy, service or maintain any part of the Amphitheater Premises for any purpose related to the use, operation, exploitation or management of the Amphitheater Premises, subject to Landlord's rights in the last sentence of Section 6(a), Section 9 and Section 11 and without such action being considered a Transfer.

(e) 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 Amphitheater Premises or any portion thereof, or (ii) Transfer this Lease, any portion of the Amphitheater Premises, any of its rights or obligations under this Lease or any of its rights in or to the Amphitheater Premises.

(f) Any Transfer by a party in violation of this Section 20 shall be void ab initio and of no force or effect.

(g) 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.

21. 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 20.

Subject to complying with Section 21(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 20.

Subject to complying with Section 21(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.

22. 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 Representatives 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).

23. 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, 19, 20, or 21 or this Section 23 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 (i) the average annual number of Amphitheater Events held by Tenant in the Amphitheater over the three years immediately preceding the applicable anniversary is less than (ii) the median number of Amphitheater Events held by Tenant in the Amphitheater 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 Amphitheater and improve the Amphitheater Area and the Marquees plus (y) one-half of the actual, documented hard and soft costs incurred in respect of Capital Improvements to the Amphitheater Premises and/or the Marquees following the Term Commencement Date (including Capital Improvements paid for from the Capital Fund and from the Additional Capital Funds, but excluding funds used for Capital Repairs) plus (z) the actual, documented hard and soft costs incurred by Tenant in respect of other Capital Improvements to the Amphitheater that are approved by Landlord, but are not paid from the Capital Fund or the Additional Capital Funds. The foregoing costs shall be amortized on a straight-line basis over the scheduled Lease Term. 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 Amphitheater Premises during the scheduled Lease Term.

(d) If this Lease terminates in accordance with this Section 23, 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 Capital Fund shall be reserved solely for use in accordance with the Covered Flex Field Lease; *provided further* that if the Covered Flex Field Lease is not in effect, then Tenant may, at its option (and subject to City Council approval), be paid one-half of such 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 equally. 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 21 and this Section 23 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.

24. Expiration of Lease Term. At the expiration of the Lease Term, Tenant shall peaceably return to Landlord the Amphitheater Premises in good condition, ordinary wear and tear excepted. Notwithstanding the expiration of the Lease Term, Tenant shall have the right to remove from the Amphitheater 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 Amphitheater Premises, provided Tenant restores any damage to the Amphitheater 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 Amphitheater Premises with any mortgages, mechanics' liens, or otherwise that survive such expiration.

25. Right of Landlord to Inspect. Landlord, upon 3 days advance written notice to Tenant, may enter into and upon the Amphitheater 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 Amphitheater.

26. 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.

27. Permits. Tenant will be responsible for, and Landlord shall reasonably assist Tenant in, obtaining all licenses, permits, inspections and other approvals necessary for the operation of the Amphitheater as contemplated by this Lease. Landlord shall assist 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 Amphitheater.

28. 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
One EverBank Field Drive
Jacksonville, Florida 32202
Attn: President

With a Copy to: Jacksonville Jaguars
One EverBank Field Drive
Jacksonville, Florida 32202
Attn: General Counsel

(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. 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 15, 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 20, 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, together with its exhibits and Amendment 14, 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.

(p) 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.

(q) Non-Discrimination. Tenant 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 Amphitheater.

(r) 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.

[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.

LANDLORD:

ATTEST:

CITY OF JACKSONVILLE, a consolidated municipal and county political subdivision of the State of Florida

James R. McCain, Jr.
Corporation's Secretary

By: _____
Lenny Curry
Mayor

WITNESS AS TO LANDLORD:

Name Printed:

Name Printed:

WITNESS AS TO TENANT:

TENANT:

Name Printed:

JACKSONVILLE JAGUARS, LLC

Name Printed:

By: _____
Name: _____
Title: _____

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; and as it may be further amended, restated, supplemented, waived or otherwise modified from time to time.

Exhibit B

Amphitheater Area

(To be inserted by the parties after completion of survey.)