

## **EIGHTH AMENDMENT TO AMENDED AND RESTATED LEASE**

This **EIGHTH AMENDMENT TO AMENDED AND RESTATED LEASE** (the "Eighth Amendment") is made and entered effective as of the \_\_\_ day of \_\_\_\_\_, 2018 (the "Effective Date") by and between **CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida ("City") and **THE GATOR BOWL ASSOCIATION, INC.**, a Florida not for profit corporation ("Association").

### **RECITALS:**

A. City and Association entered into that certain Amended and Restated Lease dated October 26, 1994 (the "Initial Lease"), as amended by that certain First Amendment to Amended and Restated Lease dated on or about March 14, 2002 (the "First Amendment"), as amended by that certain Second Amendment to Amended and Restated Lease dated on or about August 4, 2004 (the "Second Amendment"), as amended by that certain Interim Amendment to Amended and Restated Lease dated December 14, 2005 (the "Interim Amendment"), as amended by that certain Third Amendment to Amended and Restated Lease dated January 31, 2006 (the "Third Amendment"), as amended by that certain Fourth Amendment to Amended and Restated Lease dated October 1, 2007 (the "Fourth Amendment"), as amended by that certain Fifth Amendment to Amended and Restated Lease dated on or about September 30, 2013 (the "Fifth Amendment"), as amended by that certain Sixth Amendment to Amended and Restated Lease dated on or about July 12, 2016 (the "Sixth Amendment"), as amended by that certain Seventh Amendment to Amended and Restated Lease dated on or about December 16, 2016 (the "Seventh Amendment") (the Initial Lease, the First Amendment, the Second Amendment, the Interim Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and the Seventh Amendment are collectively referred to herein as the "Lease") whereby City leased to Association and Association leased from City the "Demised Premises" (as defined in the Lease) for the Gator Bowl Classic football game and to provide certain office and administrative space and other areas located in and around the Stadium currently known as TIAA Bank Field located at 1 TIAA Bank Drive, Jacksonville, Florida 32202.

B. An opportunity has arisen for the City and the Association to host the 2019 Florida State University – Boise State NCAA college football game, to be played August 31, 2019 (the "Game"), and for the City and the Association to sponsor the Game.

**NOW, THEREFORE**, in consideration of the mutual promises and other good and valuable consideration, the receipt and adequacy of which, the parties hereby agrees as follows:

### **AGREEMENT**

1. The Recitals set forth above are true and correct and incorporated herein. Capitalized terms used and not otherwise defined herein have the meanings given them in the Lease.

2. The Effective Date of this Eighth Amendment is as set forth in the opening

paragraph of this Agreement.

3. Capitalized terms used and not otherwise defined herein shall have the meanings given them in the Lease.

4. City and Association agree that, notwithstanding anything to the contrary in the Lease, the Association may negotiate for and contract with Florida State University and Boise State University (collectively, the "Schools") and all other parties necessary to the sponsorship of the Game and in furtherance thereof, the Lease is hereby amended in accordance with the terms described below:

A. The date of and the Game is added to and included in the definition of Operative Period as set forth in the Lease. Notwithstanding the foregoing, the scheduling of the Game and its Operative Period, and all rights to the use of the Demised Premises during the Operative Period for the Game, shall be subject to, restricted by, and subordinate to all Pre-Existing Rights contracted by the City as set forth in Exhibit A attached hereto and incorporated herein by this reference (the "Pre-Existing Rights"). Notwithstanding the foregoing, the City agrees to designate the Game a "City Advertising Event" pursuant to the Jaguars Lease described in Exhibit A.

B. The City releases to Association for the Game four (4) additional Suites to the extent provided to City pursuant to the provisions of paragraph 5.B. of the Initial Jaguars Lease.

C. The Association shall pay the City base rent in the amount of \$100,000 for the Demised Premises for the Operative Period applicable for the Game.

D. For the Game, the City will bear the costs of operating the Demised Premises (except parking is described separately hereafter), including but not limited to all field preparation, security personnel, ticket-takers, ushers, Scoreboard and signboard operators, emergency personnel, and other Stadium personnel (including all of the City's ticket sale expenses, set-up, clean-up, fire and rescue, police and traffic control), supplies and inventory, and utilities all as set forth in the Lease, and including customary expenses related to concession operations in an aggregate amount not to exceed \$385,000 (the "City Operating Costs") for the Game. The City will not be obligated for, and the Association will indemnify and hold the City harmless from all other administration, advertising, hospitality, and all other event expenses related to the Game in excess of the City Operating Costs (the "Association's Administrative Expenses").

E. Any temporary seating desired by Association in connection with this Eighth Amendment shall be at Association's sole cost and expense.

F. For the Game, the City shall provide all necessary personnel and attendants to operate the Parking Facility for the Game. The Association shall be entitled to retain all parking revenues derived from the Parking Facilities on the Game day less and except Three Dollars (\$3.00) per parking space used per Game, which shall be collected

by the Association on behalf of the City and which shall be paid to the City within ninety (90) days after the Game.

G. For the Game, all rights to operations and revenues from concessions sold on the Demised Premises shall be subject to, restricted by and subordinate to all Pre-Existing Rights. Concession revenues shall be apportioned by the parties consistent with the Lease provisions for the TaxSlayer Bowl NCAA football game.

H. With respect to the Game, the City releases to Association all rights to licensing and all revenues from programs and merchandising sales subject to, restricted by and subordinate to all Pre-Existing Rights.

I. The City releases to the Association all rights to operations and revenues from Scoreboards and Signage, subject to, restricted by and subordinate to all Pre-Existing Rights. The Association agrees to negotiate in good faith with the City to permit public service announcements and/or advertisements during the Game as is industry-standard and reasonable for similar collegiate games. The Association will provide an agreed to amount of inventory for signage positions within TIAA Bank Field, Video Board logo exposure and a minimum of four (4) :30 commercial units via the Videoboards for City of Jacksonville use. The Association agrees to provide City with logo and brand exposure ("Jacksonville Where Florida Begins") as a sponsor of the Game, to be included and displayed on any printed and promotional items of Association attendant to the Game, including the JAXSPORTS website, and other flyers and advertisements of the Game. Notwithstanding the foregoing, nothing herein shall be deemed a waiver by the City of any ordinance code relating to the Stadium, including, but not limited to, that certain signage ordinance codified in Chapter 326, Ordinance Code, and the City's charter.

J. Any agreements negotiated by the Association with the Schools shall provide for the collection and payment to the City of the One Dollar Twenty Five Cent (\$1.25) per ticket Ticket User Fee (as the same may be adjusted by City Council) pursuant to the requirements of Section 123.102, Sports and Entertainment Office, (3) Ticket Surcharges, (2), City Ordinance Code, for which the Association guarantees payment to the City (the "Ticket User Fee"). The \$1.25 Ticket User Fee is the non-profit rate established by Section 123.102, Ordinance Code.

K. The City releases to the Association all revenues from Game ticket sales (but not including the Ticket User Fee), television rights, title sponsor rights, uncommitted concession revenues, and Net Parking Revenues, so that the Association may make the same available to the Schools as to be set forth in the agreements between the Association and the Schools.

5. The Association agrees to provide to the City's facility manager a detailed report attested to by an officer of the Association that shall include amounts due and payable to the City for all Ticket User Fees and all other amounts due from Association to City as set forth in this Agreement.

6. The Lease is and continues in full force and effect and is unmodified, except as amended by this Eighth Amendment. City and Association ratify and confirm the terms and provisions of the Lease, as amended by this Eighth Amendment, as if such terms and conditions were set forth in full in this Eighth Amendment.

7. The Association shall provide the City with one hundred fifty (150) Game tickets and fifty (50) parking passes in mutually agreed to parking lots for the Game. The seat locations will be in the lower level (100 sections) of the Stadium split evenly between the East and West side of TIAA Bank Field. In addition, the Association will provide a minimum of fifty (50) parking passes and fifty (50) pre-game hospitality passes to any pre-game event or functions organized by the Association attendant to the Game. The City will also receive twenty-four (24) Game tickets to the City of Jacksonville luxury suite.

8. The City and the Association represent and warrant to each other that each party has full right and authority to execute and perform its obligations under the Lease as amended by this Eighth Amendment, and each person signing this Eighth Amendment on behalf of each party is duly authorized to execute this Eighth Amendment without further consent or approval by anyone.

9. This Eighth Amendment is the entire agreement of the parties regarding modifications of 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, legal representatives and assigns.

10. This Eighth Amendment may be executed in counterparts, each of which shall be an original and both of which taken together will constitute one and the same instrument.

**[Remainder of page left blank intentionally; signatures on following page.]**

**IN WITNESS WHEREOF**, City and Association have each executed or caused this Eighth Amendment to be executed in their respective names as of the date first above written.

ATTEST:

**CITY OF JACKSONVILLE**, a municipal corporation and political subdivision of the State of Florida

\_\_\_\_\_  
Name: James R. McCain, Jr.  
Its: Corporation Secretary

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

[Corporate Seal]

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

\_\_\_\_\_  
Director of Administration and Finance  
City Contract Number: 7283 Am. #8

Form Approved:

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

WITNESSES:

**THE GATOR BOWL ASSOCIATION, INC.**, a Florida not for profit corporation

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

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

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

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

Its: \_\_\_\_\_

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

[Corporate Seal]

**EXHIBIT A**  
**PRE-EXISTING RIGHTS**

1. 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 (as successor in interest to Jacksonville Jaguars, Ltd.), dated as of June 30, 2014; as further amended by that certain Amendment Number 13 to Lease by and between City of Jacksonville and Jacksonville Jaguars, LLC (and, solely for the purposes of the SMG Guaranty in Section 9 thereof, SMG) dated as of July 30, 2015; as further amended by that certain Amendment Number 14 to Lease by and between City of Jacksonville and Jacksonville Jaguars, LLC dated as of December 11, 2015, and as it may be further amended, restated, supplemented, waived or otherwise modified from time to time (collectively, the “Jaguars Lease”).

2. That certain Amphitheater Lease Agreement between the between the City of Jacksonville and Bold Events, LLC dated May 25, 2017.

3. That certain Covered Flex Field Lease Agreement between the between the City of Jacksonville and the Jacksonville Jaguars, LLC dated May 25, 2017.

4. That certain Amended and Restated Naming Rights Agreement dated July 3, 2014 by and among the Jacksonville Jaguars, LLC, City of Jacksonville, and EverBank (the “Naming Rights Agreement”).