

## ARENA NAMING RIGHTS AND SPONSORSHIP AGREEMENT

**THIS ARENA NAMING RIGHTS AND SPONSORSHIP AGREEMENT** (the “Agreement”) is dated and entered into effective as of \_\_\_\_\_, 2019 (the “Effective Date”), by and between the **CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida (“City”), **SMG**, a Pennsylvania corporation, for purposes of Section 9 and Section 10 below, and **VYSTAR CREDIT UNION**, whose address is 4949 Blanding Boulevard, Jacksonville, Florida 32210 (“VyStar”) (City and VyStar may be referred to herein as the “Parties” or individually as “Party”).

### RECITALS:

**A.** City and Arena Manager (defined below) are parties to that certain Facilities Management Agreement (the “Management Agreement”) dated as of July 31, 2017, whereby Arena Manager has been retained, in part, to act as City’s facilities manager in respect of the Arena (as defined below).

**B.** The Arena hosts a variety of events annually, and is also home to the Jacksonville Icemen (“Icemen”), an ECHL Hockey team, the NAL Jacksonville Sharks (“Sharks”), and the ABA Jacksonville Giants (“Giants”) (collectively, the “Leagues”).

**C.** City and VyStar desire to enter into this Agreement in order to grant the naming rights to the Arena to VyStar, and to grant certain sponsorship, advertising and hospitality rights to VyStar.

**D.** As part of the rights granted to VyStar under this Agreement, City will operate, identify and promote the Arena exclusively under the designation “VyStar Veterans Memorial Arena,” in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, intending to be legally bound, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** For purposes of this Agreement, the following capitalized terms have the meanings set forth below:

“Advertising Copy” means any proposed appearance of the Arena Licensed Marks in any advertisement, script, presentation, announcement, invitation, electronic message or image, promotion, email, text message, website, video image, or signage.

“Affiliate” means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such first Person.

“Agreement” shall have the meaning set forth in the preamble hereto.

“Approved Sublicensees” means any Person (other than the Parties) (a) that is

authorized to use, access, or host Events at the Arena, or grant advertising, sponsorship or other promotional rights in the Arena by the Arena Manager or the City or (b) that is acting through VyStar with respect to the Naming Rights and Sponsorship Rights.

“Arena” means the facility commonly known as the Jacksonville Veterans Memorial Arena that is located at 300 A. Phillip Randolph Boulevard, Jacksonville, Florida, or any reconstructed, replacement or new arena as contemplated by Section 2(d).

“Arena Graphic” has the meaning set forth in Section 3(b).

“Arena Licensed Marks” has the meaning set forth in Section 6(a).

“Arena Manager” means SMG, a Pennsylvania corporation, and any Person that the City retains, including as a successor to SMG, with respect to some or all of the services contemplated by the Management Agreement with regard to the Arena.

“Arena Marks” shall have the meaning set forth in Section 3(b) below.

“Arena Name” means “VyStar Veterans Memorial Arena.”

“Banking Business” means the business of any of the following: retail bank, consumer bank, commercial bank, savings and loan, savings bank, credit union or other insured depository institution; bank holding company; savings and loan holding company; mortgage company; mortgage broker or mortgage brokerage; or lease financing company, including the business of engaging in one or more of the following activities or providing any of the following services or products as a principal business activity: (a) deposit products and services, demand deposit accounts, money market deposit accounts, savings accounts, certificates of deposit and other time deposit accounts, in each case, whether denominated in United States dollars or foreign currencies, (b) individual retirement accounts, (c) online banking services, (d) mortgage origination, servicing and related services, (e) commercial lending and indirect lease financing services, (f) broker-dealer products and services, (g) investment advisory and related products and services, or (h) trust, fiduciary, financial planning, private banking and other wealth management-related products.

“Branding and Collateral Materials” has the meaning set forth in Section 3(c).

“Building Signage” means, collectively, the Interior Signage and New Exterior Signage.

“Business Day” means any day other than a Saturday, a Sunday, or a day on which banking organizations or other similar associations in the State of Florida are closed for a holiday.

“Competing Business” means the Banking Business or any of the following activities: investment banking, securities brokerage, bond selling and/or trading (whether denominated in United States dollars or foreign currencies), or investment advisory and/or wealth management services. For purposes of clarity, the insurance brokerage and insurance agency

business, and the business of processing electronic payment (for example, “VISA”, “PayPal”, or “Apple Pay”) are not a Competing Business for purposes of this Agreement.

“Contract Year” means each twelve month period during the Term beginning on [ ] (dates to be inserted at time of contract execution) and ending on the first anniversary thereof. For example, the first Contract Year begins on the Effective Date and ends on [ ], 2020.

“Control” means, with respect to the relationship between or among two (2) or more Persons, the possession, directly or indirectly, or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities or other equity interests, as trustee, director, manager, personal representative or executor, or by contract, credit arrangement or otherwise.

“Damages” shall have the meaning set forth in Section 8(a) below.

“Demolition of the Arena” has the meaning set forth in Section 11(c).

“Designated Services” means the following VyStar-branded financial services: (a) deposit products and services, demand deposit accounts, money market deposit accounts, savings accounts, certificates of deposit and other time deposit accounts, in each case, whether denominated in United States dollars or foreign currencies, (b) individual retirement accounts, (c) online banking services, (d) mortgage origination, servicing and related services, (e) commercial lending and indirect lease financing services, (f) broker-dealer products and services, (g) investment advisory and related products and services, and (h) trust, fiduciary, financial planning, private banking and other wealth management-related products. For clarification, “Designated Services” shall not include payment services, businesses that process electronic payment (for example, “VISA”, “PayPal”, or “Apple Pay”), and insurance brokerage and agency services.

“Designations” means (a) any slogan, brand identification or the like used or owned by VyStar (for example, without limitation, “We never forget it’s your money”) in combination with any of the Arena Licensed Marks, and (b) any reasonable variation of the Arena Name (for example, without limitation, “VyStar Veterans Arena”).

“Digital Media Outlets” is defined in Section 3(d).

“Digital Signage” means all Building Signage that is digital or electronic signage, including the Building Signage identified on Exhibit A.

“Effective Date” shall have the meaning set forth in the preamble to this Agreement above.

“Event” shall mean any presentation or event, including an Independent Event, performances, productions, speeches, promotional tours, Arena Manager promoted events, City promoted events, family shows, ice shows, tournaments, games, matches, concerts, athletic events,

sporting events, theatrical productions, shows and public gatherings, taking place or scheduled to take place at the Arena.

“Existing Exterior Signage” shall mean the existing Arena name signage attached to the Arena above the main entrance to the Arena.

“Force Majeure” shall have the meaning set forth in Section 11(d).

“Independent Event” means a one-time event such as a national touring concert that takes place at the Arena, is not sponsored or undertaken by the City or any of the City licensees (for example, a League game), and does not receive any grant or license of Arena Marks or any name, tradenames, trademarks, service marks, logos, symbols, identifications or other intellectual property of City (except to present the Arena Name in promotional materials).

“Initial Signage Costs” shall have the meaning set forth in Section 4(d)(i) below.

“Interior Signage” has the meaning set forth in Section 4(d).

“Management Agreement” is defined in the recital paragraphs above.

“Marketing Materials” means, with respect to the Arena or any Events, (i) public announcements, (ii) press releases, (iii), materials and publications regarding the Arena or any events to be held at the Arena, (iv) official presentations regarding the Arena, and (v) printed business, marketing, promotional or press materials with respect to the Arena, including letterhead, game and Event tickets, directories, VIP, team, employee and staff credentials, building and security passes, and other forms of identification with respect to the Arena or Events.

“Marks” means trademarks, service marks, trade names, logos, symbols, color combinations, insignias and other identifying marks and slogans.

“Naming Rights” means the rights and benefits granted by the City to VyStar under this Agreement with respect to the Arena Name, including the rights and benefits provided under Section 3.

“Naming Rights Fee” means the amounts to be paid by VyStar for the Naming Rights, and the Sponsorship Rights (including the Suite Rights), collectively, as set forth in Section 4(a) hereof.

“New Exterior Signage” shall mean the signage displaying the new Arena Name and other signage that is installed on the exterior of the Arena, as generally depicted on Exhibit B attached hereto.

“Party” and “Parties” have the meanings set forth in the recital paragraphs above.

“Person” means an individual, corporation, partnership, limited liability company,

bank, savings association, joint venture, association, trust, unincorporated organization or other entity.

“Sponsorship Rights” means the rights and benefits provided to VyStar in Section 3 and Section 4 of this Agreement, including those described in Exhibit C attached hereto.

“Suite Rights” means the rights to use and occupy one executive suite at the Arena that City has agreed to license to VyStar and VyStar has agreed to license from City (through the Arena Manager), in Arena Manager’s customary form. The Suite license will include sixteen (16) tickets and four (4) parking passes for all public Arena events and all other standard Suite amenities, as further detailed on Exhibit D attached hereto.

“Teams” shall mean collectively the Icemen, Sharks and Giants.

“Term” shall have the meaning set forth in Section 2(a) below.

“Territory” means the entire world.

“TIAA Bank Naming Rights Agreement” means that certain Amended and Restated Naming Rights Agreement Among TIAA Bank (as successor in interest to EverBank), Jacksonville Jaguars, LLC and the City of Jacksonville dated as of July 3, 2014.

“Title Sponsor or Presenting Sponsor” means a title sponsor, presenting sponsor or other similar sponsorship or promotion (including an exclusive title sponsorship) with respect to any Event.

“Trust Fund” has the meaning in Section 5(l).

2. **Term.**

(a) The term of this Agreement shall begin on the Effective Date and shall expire, unless sooner terminated in accordance with the provisions set forth elsewhere in this Agreement, as of the end of business on [ ] (*date extending 15 years from the Effective Date to be inserted at time of contract execution*) (the “Term”).

(b) Beginning November 1, 2033, until April 1, 2033 (the “Negotiation Period”), City shall negotiate exclusively with VyStar regarding an extension of the terms of this Agreement, including the naming rights and sponsorship rights granted to VyStar under this Agreement, to take effect upon the expiration of this Agreement. Prior to the end of the Negotiation Period, City shall not enter into negotiations with any Person (other than VyStar) regarding any of the rights or benefits granted to VyStar under this Agreement. If the Parties are unable to enter into a definitive written agreement with respect to such new naming and other rights by the end of the Negotiation Period, notwithstanding the good faith efforts of the Parties to the contrary, the City shall be free to enter into negotiations with other potential naming rights sponsors and to enter into agreements for the future naming rights of the Arena to take effect on or after the expiration or termination of this Agreement, and City shall have no further obligation to negotiate with VyStar in respect thereto.

(c) City will use commercially reasonable efforts to ensure VyStar is provided, to the extent available, an opportunity to be involved with Event promotions and sponsorships, which would be negotiated on an Event by Event basis. Arena Manager will contact VyStar with any and all Event promotional and sponsorship opportunities, to the extent available, as they occur through the Event booking process and will set reasonable timeframes for VyStar to commit to participate in these Events. VyStar may choose to help activate these Events through their media, in addition to Arena components, if available. Without limitation of the foregoing, City shall ensure that VyStar is provided with a right of first negotiation with respect to any such opportunities that constitute a right for any Title Sponsor or Presenting Sponsor.

(d) If the City (directly or indirectly through any of its agencies or other Persons) reconstructs, or is materially involved in the reconstruction of, the Arena or a replacement of the Arena or other arena following or in connection with a Demolition of the Arena during the Term, then notwithstanding anything to the contrary in this Agreement, VyStar may, at its election upon written notice to the City, toll this Agreement for the period of any reconstruction or replacement of the Arena, and resume the Term after completion of construction and, in such event, such reconstructed, replacement or other arena shall be the "Arena" for all purposes of this Agreement. City shall provide VyStar with advance written notice of any Demolition of the Arena so that VyStar may properly and timely exercise such right to toll this Agreement.

3. **Naming Rights and Ancillary Benefits.**

(a) **Arena Name.** City hereby grants to VyStar during the Term the exclusive license to the Naming Rights for the Arena and that during the Term the Arena shall be exclusively named and branded as the "VyStar Veterans Memorial Arena" (the "Arena Name"). During the Term VyStar shall have the right to propose a new Arena Name pursuant to Section 8 hereof and, if approved by City, shall be the Arena Name for all purposes of this Agreement. In connection with such grant of rights, the Building Signage shall be continuously displayed during the Term, except as otherwise set forth herein. City agrees that during the Term, City and Arena Manager, and their affiliated and related Persons (collectively the "City Licensees"), shall refer to the Arena and otherwise brand the Arena as, and the official name of the Arena will be, "VyStar Veterans Memorial Arena." In addition, City shall cause all promoters, sponsors and Persons carrying out an Independent Event to refer to the Arena, with respect to the Independent Event, by using the Arena Name. Notwithstanding the foregoing, City, Arena Manager and its Approved Sublicensees may utilize a shortened Arena Name, such as VyStar Veterans Arena, in some ads or promotions that are limited in word count or space. City further agrees that during the Term, no other name or designation other than the Arena Name shall be used for or with respect to the Arena or any portion of the Arena, and the City agrees that in no event will the City, Arena Manager or any of the City Licensees directly or indirectly diminish or derogate the Naming Rights; *provided, however,* that the City may grant naming rights with respect to discrete areas inside the Arena subject to and without limitation of VyStar's other rights (including rights of exclusivity) hereunder. Without limitation of the foregoing: (i) in any publication or other statement regarding the Arena (including any Marketing Materials) City shall, and shall use commercially reasonable efforts to cause all City or Arena Manager authorized users of the Arena to refer to the Arena as "VyStar Veterans Memorial Arena" and when referring to the Arena in written or electronic form to use the Arena Graphic in connection with the Arena Name; and (ii) City agrees that in connection with any license or other grant of rights (including any advertising, marketing or

promotional rights) with respect to or involving the Arena, whether such license or grant of rights is from City or Arena Manager or any of the other City Licensees, all such licenses and other grant of rights shall require that the licensee or grantee, when exercising such licenses and grant of rights, shall refer to the Arena as “VyStar Veterans Memorial Arena” and when referring to the Arena in written or electronic form to use the Arena Graphic in connection with the Arena Name, and City agrees to diligently enforce such obligation of such licensees and grantees. City agrees that the Naming Rights will be provided, and City agrees to act in connection with this Agreement, in compliance with all applicable laws, rules, regulations and other legal requirements, including complying with all state and local requirements with respect to permits and other governmental approvals.

(b) Arena Marks. VyStar shall have the right to develop a graphic design incorporating the Arena Name, which graphic design, when approved or deemed approved under this Section 3(b), shall be the “Arena Graphic” for all purposes of this Agreement. VyStar shall provide City with a mockup of such proposed design and City shall have ten Business Days to review and approve or disapprove such proposed design. City shall not unreasonably withhold, condition or delay its approval of such proposed design and if City disapproves such design it shall provide its reasons therefor in writing to VyStar within such ten Business Day period and shall work cooperatively with VyStar so that the Parties may come up with a mutually acceptable graphic design incorporating the Arena Name, which when approved by City shall be the Arena Graphic. The Parties will use commercially reasonable efforts to finalize the Arena Graphic no later than March 18, 2019. During the Term, VyStar may develop, at VyStar’s sole cost and expense, derivative graphic designs related to the Arena Graphic primary logo to be used periodically for ancillary marketing and promotional purposes pursuant to this Agreement (collectively with the Arena Graphic and the Arena Name, the “Arena Marks”).

(c) Arena Branding, Promotion and Publicity: Branding and Collateral Materials. In connection with the Naming Rights granted to VyStar hereunder and without limitation of the above provisions of this Section 3, during the Term City agrees to support and promote the brand exposure of the Arena Marks, including by promoting the Arena Name through the following branding channels (the “Branding and Collateral Materials”) in the following manner:

(i) Website and Digital Media. City shall use commercially reasonable efforts to register and establish or cause to be registered and established a new domain name and other associated usernames and handles, as mutually agreed upon by VyStar and City, but subject to the City’s final approval in its reasonable discretion, for the official promotional website (the “Website”), Facebook page, Twitter account, and other social media outlets for the promotion of the Arena (the “Digital Media Outlets”). City shall cause Arena Manager to maintain and continuously operate all Digital Media Outlets during the Term, and the content of such Digital Media Outlets will display the Arena Marks and include Arena-specific web pages providing relevant Arena information branded with the Arena Name. The content of the Digital Media Outlets will be as determined by Arena Manager. City agrees that any promotion of any Events will occur across all of the Digital Media Outlets as determined by the Arena Manager. VyStar may provide input from time to time to the Arena Manager regarding preferences relating to use of the Arena Marks by City through Digital Media Outlets.

(ii) *Printed Materials.* City shall cause the Arena Marks and Arena Name to be incorporated into and to be used in all Marketing Materials.

(iii) *Guest Services.* City shall cause the Arena Graphic and Arena Name, in the reasonable discretion of the Arena Manager, to be incorporated into and to be used and prominently appear in all the following:

a. Clothing, apparel and accessories worn by Arena staff during games at the Arena and other Events, including, but not limited to, name tags and uniforms worn by ushers, ticket takers, security personnel, guest relations personnel, and general food service vendors and concessionaires. Notwithstanding the foregoing, the Parties acknowledge and agree that from time to time the City utilizes third-party vendors to provide services in connection with Events, such as ushers and ticket takers, and the City cannot guarantee such vendors will agree to wear Arena Graphic and Arena Name branded apparel.

b. Concession materials including without limitation, beverage cups, napkins and menus distributed at the Arena including in the Arena suites.

c. Phone and correspondence greetings used by Arena operators and support staff.

(iv) *Internet Visibility.* City shall use commercially reasonable efforts to cause the Arena to be identified by the Arena Name in all public materials, including registering and/or changing the name on all major search-related and mapping sites (e.g., Google, Yahoo, Bing) and internet city guides (e.g., Yelp, City Search).

(d) Certain Other Publicity and Promotion. Without limitation of the above provisions of this Section 3, City agrees as provided in this Section 3(d).

(i) *Event and Game Promotion.* City will make commercially reasonable efforts during the Term to: (i) identify the Arena by the Arena Graphic and Arena Name in all written and oral references to the Arena and with respect to any Event, including without limitation, all official documents, press releases and other public announcements.

(ii) *Third Party Media and Broadcasters.* City will make commercially reasonable efforts during the Term to cause the media, broadcasters, and other third parties, including, without limitation, news outlets, web, radio and television broadcasters of the Events, sports teams, service providers, advertisers, promoters and sponsors, to identify the Arena by the Arena Graphic and Arena Name.

(e) Veterans Memorial Arena Trust Fund. City agrees that the Trust Fund portion of the Naming Rights Fee will be used to support veterans programs and initiatives in the City of Jacksonville, in accordance with the policies and guidelines for disbursement promulgated in connection with the creation of the Trust Fund. City agrees to consult with VyStar in determining such policies and guidelines.

(f) Promotional Campaign. City and VyStar will cooperate and work together in jointly planning a mutually agreeable and mutually executed public relations campaign to



announce this Agreement, the Arena Name, and VyStar's sponsorship of the initiatives contemplated by this Agreement (including the Trust Fund).

4. Sponsorship Rights.

(a) During the Term, City shall provide to VyStar at City's sole cost and expense all the Sponsorship Benefits, including the rights and benefits described on Exhibit C to this Agreement. With respect to any of the Sponsorship Benefits that are provided on an annual basis, such Sponsorship Benefits shall be provided each Contract Year, and all other Sponsorship Benefits shall be provided continuously during the Term. City agrees that all Sponsorship Benefits will be provided, and City agrees to act in connection with this Agreement, in compliance with all applicable laws, rules, regulations and other legal requirements, including complying with all state and local requirements with respect to permits and other governmental approvals.

(b) Suite Rights. During the Term City shall provide to VyStar the Suite Rights, the terms and conditions of which are described on Exhibit D attached hereto.

(c) ATM Rights. During the Term, VyStar shall receive the right to operate automated teller machines (ATMs) throughout the Arena, Times-Union Center for the Performing Arts, Ritz Theater and Museum, and the Prime F. Osborne III Convention Center. All such ATMs shall bear a VyStar Mark. The Parties shall agree on a schedule setting forth the placement of such ATMs, which shall be similar to the current locations of the ATMs at the Arena and such other venues. With respect to all such ATMs that VyStar elects to operate, VyStar, at its sole cost, shall provide the ATMs and be responsible for their maintenance and operation, including arranging personnel or a vendor to service the ATMs. If VyStar declines to provide ATMs for any such locations, the City may obtain an alternative supply of ATMs for such locations, all of which shall be unbranded and otherwise subject to Section 4(f).

(d) Building Signage and Exposure.

(i) During the Term, the Arena Marks shall be displayed throughout the interior and exterior of the Arena, as Building Signage or other forms of exposure, as set forth in this Agreement. VyStar shall be solely responsible for all costs and expenses incurred in the removal of the Existing Exterior Signage and installation of the New Exterior Signage (the "Initial Signage Costs"). Following the initial preparation, production, permitting, mounting and installation thereof, City will be responsible for providing necessary power to any Building Signage and paying the costs and expenses associated with and the routine and preventive repair and maintenance of all Building Signage. During the Term there shall be signs located within the Arena, inclusive of digital signage on LED Ribbon and concourse monitors, back lit signage, inner bowl columns, scoreboard branding, and wall graphics, and other signage as generally described on Exhibit E attached hereto (the "Interior Signage"). The New Exterior Signage shall be continuously and conspicuously displayed (for example, without limitation, not covered) and illuminated during the Term (except for New Exterior Signage at such times when it is necessary for the City to conduct periodic maintenance on such New Exterior Signage) and the New Interior Signage shall be continuously and conspicuously displayed (for example, without limitation, not covered) and illuminated at all times when there are any Events (including Independent Events) taking place. Notwithstanding the foregoing, during any Independent Event, the City shall have

the right to cover any New Interior Signage within the Arena bowl, except for signs displaying the Arena Name, as necessary to comply with applicable broadcast rights or other requirements of the sponsor or promoter of such Independent Event, including but not limited to any NCAA or SEC requirements. The Parties agree to work together and cooperate in good faith in connection with the design, approval, preparation, production, mounting and installing of the Building Signage. City and VyStar agree to use commercially reasonable efforts to have all Building Signage prepared, produced, mounted and installed within a commercially reasonable time after the Effective Date. City shall be responsible for the routine maintenance and repair of the Building Signage. Should replacement of all or any portion of the Building Signage be deemed necessary by City in its reasonable discretion, the City shall replace such Building Signage and such costs, including but not limited to design, fabrication and installation costs, shall be the sole responsibility of the City. The City shall maintain all Building Signage consistent with a first-class arena of similar size and use. Subject to the terms of this Agreement and with City consent, not to be unreasonably withheld, conditioned or delayed, VyStar may elect to upgrade Building Signage from time to time, at VyStar's sole cost and expense. City agrees that VyStar will have a right of first negotiation with respect to any additional exterior signage to the Arena that is proposed at any time. Notwithstanding any other provision in this Agreement to the contrary, in the event that an event is held at the Arena that is televised, VyStar acknowledges and agrees that such an event may be subject to contractual provisions that require the covering of all signage within the Arena. If such televised event requires the covering of any kind to any Interior Signage within the Arena, the Parties agree that such signage may be altered, obscured or draped without the consent of VyStar and that such draping, alteration or obstruction shall not constitute a breach or default of this Agreement.

(ii) Without limitation of the foregoing provisions of this Section 4(d), in no event shall any signage be installed to the exterior of the Arena that compromises or diminishes primary exposure with respect to the New Exterior Signage, City agreeing that in all events the New Exterior Signage shall be primary in all respects and in no event will any signage in any way interfere with or materially diminish the Naming Rights.

(iii) Before installing any Building Signage, City shall obtain VyStar's approval thereof, which approval shall not be unreasonably withheld, conditioned or delayed.

(e) Municipal Signs.

(i) *City Signs.* City, at its sole cost and expense, shall use reasonable commercial efforts to cause any existing public roadway signs and parking areas referencing the Arena and controlled by the City to identify the Arena by the Arena Name.

(ii) *Highway and Public Transportation Signs.* City shall use, at no cost to City, reasonable commercial efforts to cause any existing federal, state and/or local public roadway and/or public transportation signs reference the Arena and controlled by the JTA, state and/or federal government or related government agency to identify the Arena by the Arena Name. To the extent that the cost to purchase and/or replace the Highway Signs in accordance with this provision is not borne by the controlling body thereof, the initial cost of purchasing the replacement Highways Signs under this Agreement will be paid for by the City.

(f) Exclusivity. Subject to the exceptions in Section 4(g) below, City hereby agrees that at no time during the Term will any Person have any naming, advertising, marketing, sponsorship or promotional rights or benefits (including any rights to Arena Marks, rights to signage or rights to conduct promotions or present advertisements) in or about or with respect to the Arena or any portion or section of the Arena (including the Arena Club, Suite Level, Box Office, Arena Plaza, parking associated with the Arena, and any outdoor area associated with the Arena), in each case to advertise, sponsor, market or promote (a) any Competing Business or (b) the brand, name, products or services of any Competing Business.

(g) Exceptions. The provisions of Section 4(f) are subject to the following:

(i) Independent Event. City may permit any other party which is a promoter or named sponsor of an Independent Event at the Arena to display temporary signage at the Arena during such Independent Event and make any public announcements or Event advertising prior to and during such Independent Event.

(ii) Major League Preemption. The Parties acknowledge that, should a team of the National Basketball Association or the National Hockey League (which, for purposes of clarity, in each case does not include any D League, minor league or other similar team) or a team of a professional sporting league that is of similar stature, with respect to league revenue, attendance, and value, of the National Basketball Association and the National Hockey League (which, for purposes of clarity, does not include any league as of the Effective Date other than the National Football League and Major League Baseball) become a primary tenant of the Arena at any time during the Term, the relevant terms of this Agreement shall become subject to renegotiation, and the City and VyStar shall negotiate in good faith with respect to such terms (and, among other things, as part of such negotiations, provisions shall address VyStar's reasonable cooperation with City in abiding and accommodating the league rules of such league and accommodating certain national sponsorship agreements as mandated by such league). In the event the City and VyStar fail to reach an agreement on such modified terms pursuant to this section, the City may terminate this Agreement without fault, with thirty (30) days' prior written notice to VyStar given after the City and VyStar fail to reach such agreement. Notwithstanding the foregoing provisions of this paragraph, if the City exercises its rights of termination under this paragraph within the first seven years of the Term, the City, upon exercising such rights and as a condition thereto, shall refund to VyStar all of VyStar's costs and expenses incurred in the removal of the Existing Exterior Signage and installation of the New Exterior Signage.

(iii) Existing Corporate Partners. Prior to the Effective Date the City represents and warrants that it has disclosed in writing to VyStar all contractual obligations of the City, and contractual obligations of any of the City's current tenants in the Arena, to any third party as of the Effective Date that would violate or otherwise interfere with VyStar's rights under Section 4(f). VyStar's rights under Section 4(f) are subject to such contractual obligations, to the extent such contractual obligations have been expressly disclosed in writing to VyStar prior to the Effective Date. VyStar acknowledges and agrees its rights under this Agreement are subject to the terms and conditions of Paragraph 5(a) of the TIAA Bank Naming Rights Agreement.

5. Fees and Costs.

(a) Naming Rights Fee. In consideration of all the rights and benefits provided to VyStar under this Agreement, including the Naming Rights and Sponsorship Benefits granted by City hereunder, VyStar agrees to pay City a fee in the manner, at the time and in the amounts set forth on Exhibit F attached hereto (collectively, the “Naming Rights Fee”).

(b) New Veterans Memorial Contribution. Within thirty days of the Effective Date, VyStar shall make a one-time contribution to the Arena Manager in the amount of \$50,000, which the City agrees will be used for the development of a new veterans memorial element within the Arena or on the Arena grounds. The City shall, and shall cause Arena Manager to, reasonably coordinate with VyStar and obtain VyStar’s reasonable input regarding the development of such memorial.

(c) Veterans Concession Donation Program. Commencing with the Effective Date, or as soon thereafter as the same may be implemented, and on an annual basis for each subsequent year during the Term, VyStar will provide matching funds (in the manner provided in this paragraph) to the Arena Manager in the maximum, annual amount of \$50,000, to match funds donated and collected at the Arena pursuant to an Arena concessions veterans donation program, which the City will cause to be implemented by the Arena Manager. Such funds will be disbursed from time to time in support of veterans’ causes as mutually determined by the City and VyStar. The City shall cause Arena Manager to provide VyStar, on a quarterly basis, with a financial report showing the amount of such funds donated and collected by the Arena Manager for the prior calendar quarter. Within 30 days after VyStar’s receipt of such report, VyStar shall provide its matching contribution to the Arena Manager in the amount shown in such report, subject to the \$50,000 annual maximum contribution (as provided above).

(d) Veterans Events Contribution. For each Contract Year, the City and VyStar shall mutually agree, acting reasonably, on the terms of quarterly veterans events to be held at the Arena during such Contract Year. VyStar shall make a contribution to the Arena Manager to support such mutually agreed upon events, such contribution not to exceed \$80,000 for any Contract Year.

(e) Costs and Expenses. Except for those costs and expenses that are by the express terms of this Agreement the responsibility of VyStar, City shall be solely responsible for all fees, costs and expenses of providing the rights and benefits required to be provided the VyStar under this Agreement, including the fees, costs and expenses of providing all the Sponsorship Benefits.

(f) Arena Marks. VyStar will be responsible for all costs and expenses associated with development of the Arena Graphic, including costs for any third-party designer services used in the development of the Arena Graphic and any related artwork and/or style manuals for the approved forms of the Arena Graphic.

(g) Building Signage. Costs associated with Building Signage will be allocated between the Parties as provided in Section 4(d), provided that VyStar’s obligations with respect to the Initial Signage Costs in accordance with the schedule set forth in Exhibit G attached hereto, and exterior signage costs in connection with an approved Arena Name change will be payable as set forth in Section 8 hereof.

(h) Branding and Collateral Materials. City will be responsible for all costs and expenses associated with the Branding and Collateral Materials, except that VyStar will be responsible for supplying artwork and similar creative elements for the Branding and Collateral Materials, where applicable.

(i) Subsequent Name Change. If VyStar elects to change the Arena Name in accordance with the terms hereof, in addition to its obligations in Section 8 hereof, VyStar agrees to pay all costs and expenses associated with: (i) removing, destroying and/or discarding signage reflecting the prior Arena Marks, (ii) preparing, producing, replacing, mounting and/or discarding merchandise, equipment or other collateral materials related to the Arena branding, promotion and publicity displaying the prior Arena Marks, and (iii) preparing, producing, replacing and/or distributing merchandise, equipment or other collateral materials related to the Arena branding, promotion and publicity reflecting the name change.

(j) Cost Reporting. City and VyStar will work in good faith to establish estimated budgets for each of the cost categories above, and City will provide monthly reports (or such other frequency as agreed to by the Parties) in conjunction with their invoicing which details total costs expended to date for each of these categories against the estimated budgets. VyStar and City will agree in good faith on an appropriate format and further details and documentation as to such cost reporting.

(k) Payment of Naming Rights Fee. All installments of the Naming Rights Fee shall be due on the later of (i) the time for payment thereof as set forth on Exhibit F or (ii) no later than thirty (30) days after VyStar's receipt of an invoice for such installment. All invoices for any installment of the Naming Rights Fee shall be sent in PDF format to VyStar by email to [AcctsPayable@vystarcu.org](mailto:AcctsPayable@vystarcu.org), or, if an electronic invoice cannot be sent, the paper-based original invoice shall be mailed to Accounts Payable, VyStar Credit Union, P.O. Box 45085, 4949 Blanding Boulevard, Jacksonville, FL 32210-5085. All such invoices must include the following information: (i) City invoice number, (iv) invoice date, (v) amount due, and (vi) remittance instructions.

(l) City Annual Distribution of Naming Rights Fee. City shall deposit ten percent (10%) of each installment of the Naming Rights Fee into a special fund to be created and held in trust by the City (the "Trust Fund"), to be designated the "Veterans Memorial Arena Trust Fund" or other similar designation reasonably determined by the City, which the City shall use in accordance with the provisions of Section 3(e).

## 6. Intellectual Property and Ownership.

(a) License of Arena Licensed Marks. City hereby grants to VyStar and its affiliates and related persons an irrevocable right and license, for use during the Term in the Territory, all Marks of the City included within the Arena Marks (other than the Marks of VyStar included in the Arena Marks, which are the sole and exclusive property of VyStar) (collectively, the "Arena Licensed Marks"), including the Designations (which VyStar may combine with other Marks), in each case in connection with VyStar's use, enjoyment and activation of the Sponsorship Benefits and Naming Rights (including in connection with advertising, promotional, and other materials associated with any of the foregoing) and in connection with any advertisement,

marketing or promotion of VyStar or its affiliates or related persons or any of their brands, products or services. Except for the rights to the Arena Licensed Marks expressly granted by this Agreement, no ownership interest or other property right of any kind in or to the Arena Licensed Marks is intended by this Agreement to be given or transferred to or acquired by VyStar. Rather, the Arena Licensed Marks will remain the sole and exclusive property of City, subject to the rights granted to VyStar in this Agreement. VyStar agrees not to contest or deny the validity of the Arena Licensed Marks, or the title or ownership of City in or to the Arena Licensed Marks, and VyStar agrees not to directly or indirectly encourage or assist others to do so, whether during or after the Term. VyStar's rights in the Arena Licensed Marks will automatically terminate upon termination of this Agreement, at which time VyStar shall immediately cease all use of the Arena Licensed Marks.

(b) Ownership of Arena Name. The Parties agree that VyStar exclusively shall own all right, title and interest in and to the Arena Name, including, without limitation, the trademarks and copyrights associated therewith and the Arena Graphic. But the foregoing right in the Arena Name is only the Arena Name in its entirety as a unitary whole name with the antecedent "VyStar", "VyStar Veterans Memorial Arena", and not in the pre-existing name, "Veterans Memorial Arena", nor in any change, as provided in Section 8, to the non-antecedent identifier. The immediately preceding sentence applies to words contained in the Arena Graphic, if any. In connection with creating the Arena Graphic, VyStar will license or acquire from the creator(s) thereof all ownership rights with respect to the Arena Graphic (other than Marks of the City or VyStar incorporated in the Arena Graphic).

(c) License of VyStar Marks. VyStar hereby grants to City and (solely for purposes of and solely as permitted by Section 6(d)) the Approved Sublicensees an irrevocable right and license, for use during the Term in the Territory, all of the Marks of VyStar included within the Arena Marks (other than the Marks of City included in the Arena Marks, which are the sole and exclusive property of City) (collectively, the "VyStar Granted Marks") (i) solely as required by the City in order to provide the Naming Rights and Sponsorship Benefits to VyStar in accordance with the terms of this Agreement (in each case subject to Section 6(e)) and (ii) as such Marks of VyStar appear in the Arena Marks (on the terms and subject to the conditions set forth in Section 6(d)). Except for the rights to the VyStar Granted Marks expressly granted by this Agreement, no ownership interest or other property right of any kind in or to the VyStar Granted Marks is intended by this Agreement to be given or transferred to or acquired by City. Rather, the VyStar Granted Marks will remain the sole and exclusive property of VyStar. City agrees not to contest or deny the validity of the VyStar Granted Marks, or the title or ownership of VyStar in or to the VyStar Granted Marks, and City agrees not to directly or indirectly encourage or assist others to do so, whether during or after the Term. City's rights in the VyStar Granted Marks will automatically terminate upon termination of this Agreement, and City shall use commercially reasonable efforts to remove any signage on or within the Arena making use of any VyStar Marks. City shall have a reasonable time, not to exceed 180 days, in which to comply with the foregoing sentence.

(d) City Use of Arena Marks.

(i) City and the Approved Sublicensees shall have the right to use the Arena Marks during the Term in the Territory, as provided in this Section 6(d). Prior to any such

use of the Arena Marks, City and VyStar shall first jointly develop in good faith a set of guidelines (the "Usage Guide") setting forth the form and permitted usage of the Arena Marks by the City and the Approved Sublicensees during the Term (the "Use") (and for purposes of clarity, after the end of the Term or any termination of this Agreement, neither the City nor any of the Approved Sublicensees shall have any right to use the word "VyStar" in connection with the Arena name, except as otherwise set forth herein). With respect to the Approved Sublicensees, the Usage Guide shall provide that each Approved Sublicensee's use of the Arena Marks shall be limited to use in connection with such Approved Sublicensee's use of the Arena and for no other purpose (and no rights are granted to the Approved Sublicensees with respect to the Arena Marks for any other purpose). Any Use by City or the Approved Sublicensees of the Arena Marks in compliance with the Usage Guide shall be deemed approved by VyStar for purposes of this Agreement. City agrees that it, and it will cause contractual terms to the same in its contracts with all the Approved Sublicensees, will strictly abide by the Usage Guide and that City will not use any of the Arena Marks unless in accordance with the Usage Guide or as otherwise provided in this Section 6(d) or as otherwise authorized by VyStar in writing. Any proposed Use of the Arena Marks by City or the Approved Sublicensee departing in any material respect from the Usage Guide shall first be submitted to VyStar for its prior written approval, which approval will not be unreasonably withheld, conditioned or delayed, provided that any such request for approval shall include samples of each proposed Use of the Arena Marks, including any Use of the Arena Marks sublicensed by City to an Approved Sublicensee in accordance with this Agreement. VyStar shall respond within ten Business Days from the date it receives the request and proposed Use for such approval. Failure to respond or otherwise act within such ten Business Day period shall be deemed an approval of such Use. Use which has been previously approved in writing by VyStar in accordance with this provision may be used without subsequent approval. Notwithstanding the foregoing, until a Usage Guide is established by City and VyStar, or in the event City and VyStar fail to establish such Usage Guide despite compliance with the terms of this Agreement, City and Approved Sublicensees may use the Arena Marks only with VyStar's prior written consent, requested and given as required by this Section 6(d). The provisions of this Section 6(d) shall apply notwithstanding any changes to the Arena Marks following the Effective Date. For purposes of clarity, the rights granted to the City under this Section 6(c) include (subject to the limitations in this Agreement on the use of such rights) the right use of the Arena Name on the New Exterior Signage and for City's use of the Arena Graphic in connection with promoting the Arena and Events.

(ii) For purposes of clarity, in no event is any right granted under this Agreement to the City, the Approved Sublicensees or any other Person to use the VyStar name other than as part of the Arena Name and only as expressly provided in this Agreement.

(e) Advertising Copy Approval. The design, layout and content of any Advertising Copy proposed to be utilized by VyStar with respect to the Sponsorship Rights shall be subject to the approval of City as provided in this Section 6(e), which approval shall not be unreasonably withheld, conditioned or delayed. It shall be reasonable for the City to disapprove the Advertising Copy if the Advertising Copy does not comply with reasonable City policies or applicable law. VyStar shall submit the Advertising Copy to City for approval at least fifteen (15) days prior to the first use which VyStar wishes to make of such Advertising Copy in connection with the Sponsorship Rights, provided that City shall use commercially reasonable efforts to accommodate an exception to such fifteen (15) day prior approval, and approve Advertising Copy

in a shorter time period, upon written request by VyStar. The Advertising Copy shall be deemed approved if VyStar shall not have received City's written objections thereto within fifteen (15) days following the time VyStar delivers such Advertising Copy to City. If City disapproves any Advertising Copy, it shall provide VyStar in writing with the reasons for such disapproval and shall work cooperatively with VyStar to make reasonable modifications to such Advertising Copy so as to receive City's prompt approval thereof.

(f) **Signage.** Any and all use of the VyStar Granted Marks (including as they appear in the Arena Name) pursuant to clause (i) of Section 6(c), including as they appear in signage provided by City to VyStar in accordance with this Agreement, is subject to prior written approval of VyStar, which approval shall not be unreasonably withheld, conditioned or delayed. For each such proposed use, City shall provide renderings, including the graphics, color schemes and dimensions, of its proposed use, to VyStar in some tangible digital or physical form, as requested by VyStar, and VyStar shall approve or disapprove such use.

(g) **Unauthorized Use.** In the event either City or VyStar becomes aware of any unauthorized use of the Arena Marks, they agree to promptly notify each other of such unauthorized Use. Both City and VyStar agree to cooperate in making commercially reasonable efforts to prevent and/or correct any such unauthorized use, including taking legal action to the extent commercially reasonable.

7. **Public Statements.** Each party agrees that it will not directly or indirectly make or encourage the making of any defamatory or disparaging statements about the other, or any statements that could reasonably be expected to impact negatively on the name, business or reputation of either party. The Parties agree to consult and cooperate with each other with respect to the timing, content, and form of any media statements, press releases or other public disclosures made by either party related to performance under this Naming Rights Agreement.

8. **Future Name Change.**

(a) Subject to the TIAA Bank Naming Rights Agreement, VyStar shall have the right to change the Arena Name solely as provided herein. VyStar acknowledges that the continuity of the name of a facility such as the Arena once established is of primary importance. During the entire Term, VyStar shall have the right to cause the Arena Name to be changed one time, upon strict compliance with all the terms of this Section 8. In order to change the name of the Arena, VyStar shall notify the City that it desires to change the name of the Arena and disclose to them the new name. The parties agree that any new Arena Name must satisfy the following conditions:

(i) The new name may only be the brand name under which VyStar or its successor in interest actively markets the Designated Services, then being marketed by VyStar or its successor in interest.

(ii) Unless City specifically consents, the new name may not violate any documented material advertising or sponsorship policy of City then in effect. For example, City has a policy in effect that it will not accept tobacco advertising.



(iii) The new name cannot be obscene or of a nature which would seriously offend the reasonable sensibilities of the public at large, or which would seriously disparage or place in serious disrepute the City.

(iv) The new name may not confer the impression of an association or affiliation with a region or area of the United States other than Jacksonville, Florida.

(v) Unless City specifically consents, the new Arena Name may not include the name or trade name of a major competitor to a then-current Arena sponsor, including, without limitation, any such sponsor with primary business in the category of telecommunications, cable television services, video-on-demand services, insurance brokerage services, health insurance services, automobiles and automobile dealerships, grocers and other self-service food and general merchandise stores that offer customers a variety of food and household supplies, drinking water, sports/fitness beverages, beer and other malt beverages, soda and other carbonated beverages, hospital, physical therapy, rehabilitation, orthopedic services and sports medicine services, bottled water, ticketing services, local radio and television, and isotonic, electrolyte and fluid replacement beverages and all other beverages primarily marketing for use in connection with sports or exercise activities, water enhanced with vitamins, minerals, protein and/or carbohydrates, and sports nutrition products (e.g., beverage, smoothie, powder bar, confectionary, gel, tablet, chew, strip, concentrate and/or syrup), frozen seafood distribution, website design, secondary ticket exchange, computer operating systems and gaming consoles.

(b) Without limiting the generality of the foregoing, VyStar may not change the Arena Name after \_\_\_\_\_ (*day and month of effective date to be inserted at time of contract execution*), 2031, unless (i) VyStar has elected and City has agreed to extend the Term such that the term of the Agreement is extended for a period of time of at least three (3) years from the last day of the end of the Term, on terms consistent with this Agreement, including (A) an annual increase in the Naming Rights Fee equal to at least three percent (3%) per annum, with such fee increase to be effective for the 2034 agreement year, (B) Naming Rights Fee reductions and adjustments consistent with this Agreement, and (C) prominence and visibility signage protections consistent with this Agreement, and (ii) the Parties shall have agreed on such other terms as they may require in connection with such extension. In any such event, all other terms and conditions of this Agreement, which are not specifically modified by subsequent written agreement of the Parties, shall remain in effect for the period for which this Agreement is extended. Any extension of the Term of this Agreement shall require the approval of the City Council.

(c) Unless City specifically consents, any change of the Arena Name must take place after the conclusion of any Arena tenant season (including the team's participation in the postseason of such season) and prior to any Arena tenant's first scheduled preseason game of the immediately following season, and VyStar shall provide City with written notice of its intent to change the Arena Name at least one hundred twenty (120) days prior to the proposed effective date of such name change.

(d) If all of the conditions of Sections 8(a), 8(b) and (8)(c) above are satisfied, the City shall submit legislation to its City Council to seek consent to the change of the Arena Name. City cannot guarantee the approval or denial by City Council to a change in the Arena

Name. If approved by City Council, the City shall evidence its consent in writing, within ten business days after City Council approval.

(e) In any other circumstances in which the conditions of Sections 8(a) and 8(b) above are not satisfied, either because the name has already been changed once or the name chosen does not satisfy the above criteria, or for any other reason, the City will consider requests by VyStar to change the Arena Name. However, any consent by the City to allow VyStar to change the Arena Name may be given or withheld by the City in its sole and absolute discretion. Failure of the City to consent for any reason or for no reason shall not be any cause for VyStar to claim a default by the City hereunder, nor for VyStar to request or seek any adjustment in the payments it has agreed to make in this Agreement. VyStar acknowledges that consent to multiple changes of the Arena Name is not likely to be granted.

(f) In any event that VyStar proposes to change the Arena Name, VyStar undertakes to be solely responsible for all costs and expenses that may be incurred by the City as a result of such change. By way of example, but not in limitation, VyStar would be responsible for all costs of (i) removing, disposing of, fabricating, replacing and reinstalling signage, both inside and outside the Arena and in the surrounding areas, (ii) removing and replacing street and directional signage, and (iii) redesigning and replacing all letterhead, business cards and other materials of the City that incorporate the Arena name or identify the Arena. All signage displaying the old Arena Name shall be substituted as soon as reasonably possible thereafter.

(g) If the name "VyStar Veterans Memorial Arena" is changed to a new name pursuant to this Section 8, such new name shall become the Arena Name for all purposes under this Agreement from that day forward, including, without limitation, the licenses granted hereunder to use the Arena Name and any Arena Mark. Notwithstanding the foregoing, VyStar acknowledges that the actual change of the Arena Name involves many details and that while the City will be obligated to use reasonable commercial efforts to address all of such details, VyStar shall not have the right to claim default or damages with respect to elements of such name change if the City is using reasonable commercial efforts to make such changes.

9. **Indemnification.**

(a) VyStar shall indemnify and hold harmless the City and Arena Manager and their sublicensees, subsidiaries, partners, Affiliates, officers, directors, managers, members, employees, agents and assigns from and against any and all claims, costs, liabilities, suits, actions, judgments, losses, demands, expenses and damages of every kind ("Damages"), including reasonable attorneys' fees, that result from, arise out of or relate to (i) any claims (including claims of infringement) by third parties relating to the use of the VyStar Granted Marks in accordance with the terms of this Agreement; (ii) any breach by VyStar of any of VyStar's obligations, covenants, representations or warranties herein, including without limitation, relating to the improper or unauthorized use of the Arena Licensed Marks; or (iii) the negligent acts or omissions of VyStar, its sublicensees, employees, servants and agents in acting pursuant to this Agreement.

(b) Subject to the provisions and limitations of s. 768.28, Florida Statutes, the City and Arena Manager shall jointly and severally indemnify and hold harmless VyStar and its

sublicensees, subsidiaries, partners, Affiliates, officers, directors, members, employees, agents and assigns from and against any and all Damages that result from, arise out of or relate to (i) any breach by the City of any of the City's obligations, covenants, representations or warranties herein; (ii) the City's ownership or operation of the Arena, including its delegation of authority with respect to such ownership or operation (including to Arena Manager) and erecting signage containing Arena Marks or advertisements relating to VyStar; (iii) the acts, or omissions of the City or its employees, agents or representatives (including Arena Manager) in acting pursuant to this Agreement or in carrying out any of the obligations of the City under this Agreement or in providing any of the benefits required to be provided to VyStar under this Agreement (including any of the Sponsorship Benefits or Naming Rights); or (iv) any claims (including claims of infringement) by third parties relating to the use of the Arena Licensed Marks in accordance with the terms of this Agreement. Notwithstanding anything to the contrary herein, the City's indemnification is governed and limited by the provisions of s. 768.28, Florida Statutes (the provisions and limitations of which are not waived, altered, or expanded by this Agreement).

(c) The City represents and warrants to VyStar that the City has contracted with Arena Manager, a nationally recognized sports facility management company, to manage and operate the Arena for events during the term of the City's agreement with Arena Manager. The City represents and warrants that the Management Agreement provides for management and operation of the Arena and expires by its terms on March 31, 2022, subject to the exercise of two, one-year extension options. On or before the Effective Date, the City shall cause the Arena Manager to execute and deliver a Joinder and Consent attached hereto as Exhibit H (the "Joinder"), accepting and agreeing to the indemnity obligations and the insurance obligations of the Arena Manager and the City (respectively) set forth in this Agreement, and that the City shall cause each [other Arena Manager to execute and deliver to VyStar the same Joinder (revised only to the extent necessary to conform and complete the Joinder to identify such other Arena Manager) promptly after any such Arena Manager is obtained.

(d) Promptly after the incurrence of any Damages by the Party seeking indemnification hereunder, including, without limitation, any claim by a third party, which might give rise to indemnification hereunder or the discovery of any facts or circumstances that a Party believes may result in an indemnification claim hereunder, the indemnitee(s) shall deliver to the Party from which indemnification is sought a notice identifying for such Party the nature of the claims and the basis for the indemnitor's indemnification obligation. Any failure on the part of the indemnitee to provide prompt notice shall not limit any of the obligations of the indemnitor (except to the extent such failure prejudices the defense of such claim). If requested by the indemnitee, the indemnitor shall assume the defense of any claim, demand or action against such indemnitee(s) for which indemnification is required hereunder and will, upon the request of an indemnitee, allow the requesting indemnitee to participate in the defense thereof, such participation to be at the expense of such indemnitee. Indemnitees will in any case cooperate fully with the indemnitor in such defense by the indemnitor and will in such case, at indemnitor's expense, provide all relevant documents, witnesses and other assistance within its possession or control upon the reasonable request of the indemnitor. Where the indemnitor is undertaking such defense at the request of the indemnitee: settlement by the indemnitee without the indemnitor's prior written consent shall release the indemnitor from the indemnity only as to the settling indemnitee as to the claim, demand or action so settled; and the indemnitor shall obtain the prior written consent of the indemnitee (which shall not be unreasonably withheld) before entering into any

settlement of such claim if the settlement does not release the indemnitee from all liabilities and obligations with respect to such claim, or the settlement imposes injunctive or other equitable relief against the indemnitee. Termination of this Agreement shall not affect the continuing obligations of each of the parties as indemnitors hereunder with respect to those acts, breaches, failures or omissions falling within the purview of the foregoing indemnities and which shall have occurred prior to such termination, and the indemnification provisions of this Section 9 shall survive any termination of the Agreement, including termination as a result of the end of the Term.

10. **Insurance.**

(a) During the Term, City shall maintain in effect and shall cause any and all subcontractors (including Arena Manager and any successor of Arena Manager), of any tier ("Subcontractors"), to maintain in effect insurance coverages outlined herein. City and Subcontractors shall provide a certificate of insurance evidencing coverages outlined herein to VyStar upon request. City shall maintain a program of self-insurance including (i) workers' compensation insurance and (ii) comprehensive general liability insurance. Without limitation of the foregoing, the City shall cause any and all Subcontractors to, at each of its own expense, maintain in effect throughout the Term, workers' compensation coverage, comprehensive general liability insurance and any other commercially reasonable coverages for the exposures presented in their subcontract. The commercial general liability policy shall name VyStar as an additional insured and shall require written notification to VyStar at least 30 days prior to a cancellation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of VyStar and its subsidiaries, directors, officers, officials, board members, committee members, employees, and agents. The insurance provided or required by the City and any Subcontractors under this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by VyStar or any VyStar subsidiary or directors, officers, officials, board members, committee members, employees, and agents, unless a court of competent jurisdiction finally determines that the insured loss was a result of VyStar's negligence or willful misconduct.

(b) The City is a body politic and corporate of the State of Florida, and as such, is subject to the provisions of Section 768.28, Florida Statutes. Accordingly, the City maintains a program of self-insurance that will respond to any tort liability of the City arising under this Agreement. VyStar understands and agrees that the City's self-insurance coverage will not cover physical damage, theft or other loss of the property or equipment of VyStar stored or used at the Arena (or otherwise) except and only to the extent the City is responsible for such loss or damage as provided in this Agreement.

11. **End of Term and Termination.**

(a) Upon the expiration or earlier termination of this Agreement, the licenses granted under this Agreement shall immediately terminate, and the City and its sublicensees shall cease to use the Arena Marks, including, but not limited to, making necessary physical changes to the Arena and its components and the discontinuance of the use of stationery, tickets and advertising and promotional materials then on hand. In the event of the expiration or termination of this Agreement, the City shall have a reasonable time, not to exceed one hundred eighty (180)

days, in which to comply with the foregoing sentence with regard to any signage installed at the Arena.

(b) A Party may terminate this Agreement upon a “Default” by the other Party, by providing written notice thereof to the Party in Default. A Party shall be in Default if (i) it fails to make any payment hereunder within thirty (30) days after such payment is due, if such failure is not cured within thirty (30) days after the other Party provides it with written notice of such failure; or (ii) such Party fails to comply in any material respect with any material obligation of it set forth in this Agreement other than the failure to make payment, including any material breach of representations and warranties, and such failure continues for a period of 30 days after the other Party provides it with written notice of such failure.

(c) In addition to the above termination rights, VyStar may also terminate this Agreement upon notice to City if for any reason (including the occurrence of a Force Majeure) (i) the Arena is abandoned by the City, (ii) the City demolishes the Arena or any significant portion thereof (a “Demolition of the Arena”), (iii) the City ceases operating the Arena for any material portion of time, (iv) the average attendance at the Arena or number of material Events held at the Arena for any twelve month period during the Term is 50% or more less than the attendance at the Arena or number of material Events held at the Arena during the next lowest twelve month period during the Term for attendance or number of material Events at the Arena, or (v) the average attendance at the Arena for any twelve month period during the Term is less than 250,000, provided that a decline in attendance due to a Force Majeure event that materially and adversely affects the City of Jacksonville generally will not be included for purposes of clause (iv) or (v).

(d) For the purposes of this Agreement, “Force Majeure” shall mean a fire or other casualty, act of God, strike lockout, war, terrorism or civil disturbance or other cause beyond the reasonable control of the City. The rights of termination provided under this Section 11(b) are cumulative with all other rights and remedies to which a Party may be entitled under or in connection with this Agreement.

(e) In the event that this Agreement terminates due to a VyStar Default, VyStar shall pay, as liquidated damages as a result of such VyStar Default (but without limitation of the City’s right of termination of this Agreement), liquidated damages in the following amount: (i) if such VyStar Default occurs during the first five Contract Years, an amount equal to the Naming Rights Fee payable for the four Contract Years immediately following the Contract Year in which such Default occurs; (ii) if the VyStar Default occurs during any of the sixth through tenth Contract Years, an amount equal to the Naming Rights Fee payable for the two Contract Years immediately following the Contract Year in which such Default occurs; and (iii) if the VyStar Default occurs after the end of the tenth Contract Year, an amount equal to the Naming Rights Fee payable for the Contract Year immediately following the Contract Year in which such Default occurs. The Parties agree that the amount of the City’s damages would be difficult to determine in the event of a VyStar Default and that such amounts are a reasonable estimate of such Damages and shall be the City’s sole and exclusive rights and remedies in the event of a VyStar Default (but without limitation of the City’s right of termination of this Agreement).

12. **Limitation on Assignment.**

(a) Subject to the terms and conditions of this Section 12, this Agreement and all of the terms and provisions hereof will be binding upon, enforceable against, and will inure to the benefit of, the Parties hereto and their respective successors and assigns.

(b) Except as provided in Section 12(c) below, neither City nor VyStar may assign this Agreement without the written consent of the other Party, and any assignment of this Agreement without the consent of the other Party shall be void at law.

(c) City shall have the right to assign this Agreement to any purchaser of City's interest in the Arena and the City shall be fully released from any liability hereunder for liabilities arising after the date of assignment. VyStar may assign (whether by operation of law or otherwise) this Agreement to any Affiliate or in connection with a merger or consolidation, or the sale of all or substantially all of the assets of VyStar, without the prior written consent of the City, provided the acquirer assumes all the rights and obligations of VyStar under this Agreement.

(d) It shall be a condition precedent to any assignment and transfer pursuant to this Section 12 that the assignee or successor in interest (i) specifically assume all of the liabilities and obligations of the assignor under this Agreement, including, but not limited to, assignor's obligations under the Suite license agreement with the Arena Manager for the Suite Rights, (ii) have the ability to perform the assignor's obligations hereunder, and (iii) that the assignor and the assignee execute and deliver to the other parties to this Agreement such assignments, assumptions and other documents as the other parties reasonably request to evidence such transactions and the assumption of the liabilities and obligations hereunder. Any such assignment by VyStar shall not entitle any assignee to change the Arena Name unless it also complies with Section 7 hereof in all respects. Any consent by the City to an assignment shall not constitute a consent to any subsequent assignment.

13. **Independent Contractor.** The Parties shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture or employment among the Parties. The Parties shall each be solely responsible for the conduct of their respective employees, agents and contractors in connection with the performance of their obligations hereunder.

14. **Notices.** All notices, offers, consents or other communications required or permitted hereunder shall be in writing and shall be deemed duly given if delivered personally or by messenger (deemed effective at the time of such delivery) or if sent by certified mail, postage fully prepaid (deemed effective three Business Days after deposit with the US Postal Service), or by a nationally recognized overnight courier (deemed effective on the first Business Day following deposit with such carrier), addressed as set forth below, or to such other address as any Party may designate by notice to the other Parties given as herein provided:

**If to VyStar:**

VyStar Credit Union  
Attn: Brian E. Wolfburg, President/CEO

4949 Blanding Boulevard  
Jacksonville, Florida 32210

**If to City:**

City of Jacksonville  
Attn: Mayor  
117 West Duval Street, Suite 400  
Jacksonville, Florida 32202

**with a copy to:**

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

15. **Representations and Warranties.**

(a) City represents and warrants to VyStar as follows:

(i) It has been duly organized, is validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, as the case may be, and has all requisite power and authority and, to the best of its knowledge, possesses all permits necessary to enable it to use its business or other name and to own, lease or otherwise hold and operate its properties and other assets and to carry on its business as currently conducted, except where the failure to possess such permits, individually or in the aggregate, would not have a material adverse effect upon City or prevent or materially impair the ability of City to perform its obligations under this Agreement or prevent or materially impede, hinder or delay the consummation of the transactions contemplated hereby.

(ii) It has the full right and legal authority to execute and deliver this Agreement, consummate the transactions contemplated hereby and otherwise fully perform this Agreement in accordance with its terms.

(iii) It has the right to grant the Naming Rights to VyStar and it has the right to provide the Sponsorship Rights (including the Suite Rights) to VyStar.

(iv) City has all requisite power and authority to enter into this Agreement and to carry out and perform its obligations under the terms of this Agreement, including its grant of rights in the Arena Licensed Marks.

(v) No use of the Arena Licensed Marks by VyStar in the manner permitted by this Agreement will violate or infringe on any trademark, copyright, patent, right of privacy or other intellectual property or other statutory or common law right of any third party, and there is no action, suit, proceeding, or material claim pending or, to City's knowledge, threatened, with respect to the Arena Licensed Marks.

(vi) Subject to the terms of this Agreement, City has all necessary right, title and interest in and to the Arena for all purposes of this Agreement, and City has not granted to any Person right that would violate its obligations to VyStar under this Agreement or City's performance of its obligations under this Agreement.

(vii) City possesses all permits, licenses, consents and other approvals that may be necessary or proper for the performance of its obligations under this Agreement, its grant of rights to VyStar under this Agreement and for VyStar to enjoy all the benefits provided under this Agreement.

(viii) This Agreement, when executed and delivered by the City, will be its legal, valid and binding obligation, enforceable against the City in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

(ix) The execution and delivery of this Agreement has been duly authorized by City, and such execution and delivery and the performance by the City of its obligations hereunder, except as otherwise stated herein, do not violate or cause a breach of any other agreements or obligations to which it is a Party or by which it is bound, and no approval or other action by any governmental authority or agency is required in connection herewith, after the approval of the City.

(x) Each of the foregoing representations and warranties shall be true at all times during the Term. City acknowledges that each of such representations and warranties are deemed to be material and have been relied upon by VyStar notwithstanding any investigation made by VyStar.

(b) VyStar represents and warrants to the City as follows:

(i) It has been duly organized, is validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, as the case may be.

(ii) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms.

(iii) This Agreement, when executed and delivered by VyStar, will be its legal, valid and binding obligation enforceable against VyStar in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

(iv) The execution and delivery of this Agreement has been duly authorized by VyStar, and such execution and delivery and the performance by VyStar of its



obligations hereunder do not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and no approval or other action by any third Person, including any governmental authority or agency is required in connection herewith.

(v) Each of the foregoing representations and warranties shall be true at all times during the Term. VyStar acknowledges that each of such representations and warranties are deemed to be material and have been relied upon by City notwithstanding any investigation made by City.

16. **Compliance with the Law.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application thereof to any Party or circumstance is prohibited by or invalid under applicable law, that provision shall be effective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or the application of such provision to other parties or circumstances.

17. **Failure to Object; Not a Waiver.** The failure or delay of any Party to object to, or to take affirmative action with respect to, any conduct of another Party which is in violation of any of the terms or provisions of this Agreement, or to exercise rights or powers under this Agreement, shall not be construed, taken or held to be a waiver of any default or acquiescence therein, or to impair the right or power or to waive any other default or any future breach of any such terms or provisions or of any other wrongful conduct.

18. **Governing Law.** This Agreement will be deemed to have been executed and delivered in the State of Florida and will be construed and interpreted according to the laws of that State. The Parties agree that the United States Federal Court of Florida, Middle District, and the Fourth Judicial Circuit for the State of Florida shall have exclusive jurisdiction of any dispute or action arising out of or in any way connected with this Agreement. Venue shall lie in Duval County, Florida.

19. **Entire Agreement; Amendments.** This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings or agreements in regard thereto. This Agreement may be amended only by written instrument signed by the Parties hereto affected by such amendment, specifically referring to this Agreement.

20. **Interpretation and Construction.** Unless otherwise expressly provided, for the purposes of this Agreement, the following rules of interpretation shall apply:

(a) The article and section headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation hereof.

(b) Unless otherwise expressly stated to the contrary, when a reference is made in this Agreement to an article or a section, paragraph, exhibit or schedule, such reference shall be to an article or a section, paragraph, exhibit or schedule hereof, all of which shall be deemed to be incorporated and made a part of this Agreement.

(c) Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

(d) The words "hereof," "herein" and "herewith" and words of similar import shall, unless otherwise expressly stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement.

(e) The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if."

(f) The word "or" shall not be exclusive.

(g) The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term, and words denoting any gender shall include all genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(h) A reference to any period of days shall be deemed to be to the relevant number of calendar days, unless otherwise specified (including where Business Days are specified).

(i) The Parties have participated jointly in the negotiation and drafting of this Agreement (including the Schedules and Exhibits hereto). In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions hereof.

21. **Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which will constitute an original and together which will constitute one and the same instrument. A signed electronic copy of this Agreement will be deemed an original for all purposes.

*[signature page follows]*

**IN WITNESS WHEREOF**, the Parties have caused this Naming Rights and Sponsorship Agreement to be executed by their duly authorized representatives as of the date first above written, and each of the Parties represents, and each of the individuals executing this Naming Rights and Sponsorship Agreement certifies, that he or she is duly authorized to do so.

**VYSTAR CREDIT UNION**

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

**ATTEST:**

**CITY OF JACKSONVILLE**, a Florida  
consolidated municipal and  
county political subdivision

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

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

Form Approved:

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

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 Finance  
City Contract Number:

GC-#1256437-v15-VyStar\_Arena\_Naming\_Rights\_Agreement\_-\_draft\_off\_JJL\_agreement.DOCX

**EXHIBIT LIST**

Exhibit A	Digital Signage
Exhibit B	New Exterior Signage
Exhibit C	Sponsorship Rights
Exhibit D	Suite Rights
Exhibit E	Interior Signage
Exhibit F	Naming Rights Fee
Exhibit G	Initial Signage Costs Payment Schedule
Exhibit H	Joinder Agreement

Exhibit A

Digital Signage

Main lobby LED monitor

Concourse TV monitors

Concession menu boards

LED ribbon boards

Scoreboard (when in use)

Exhibit B

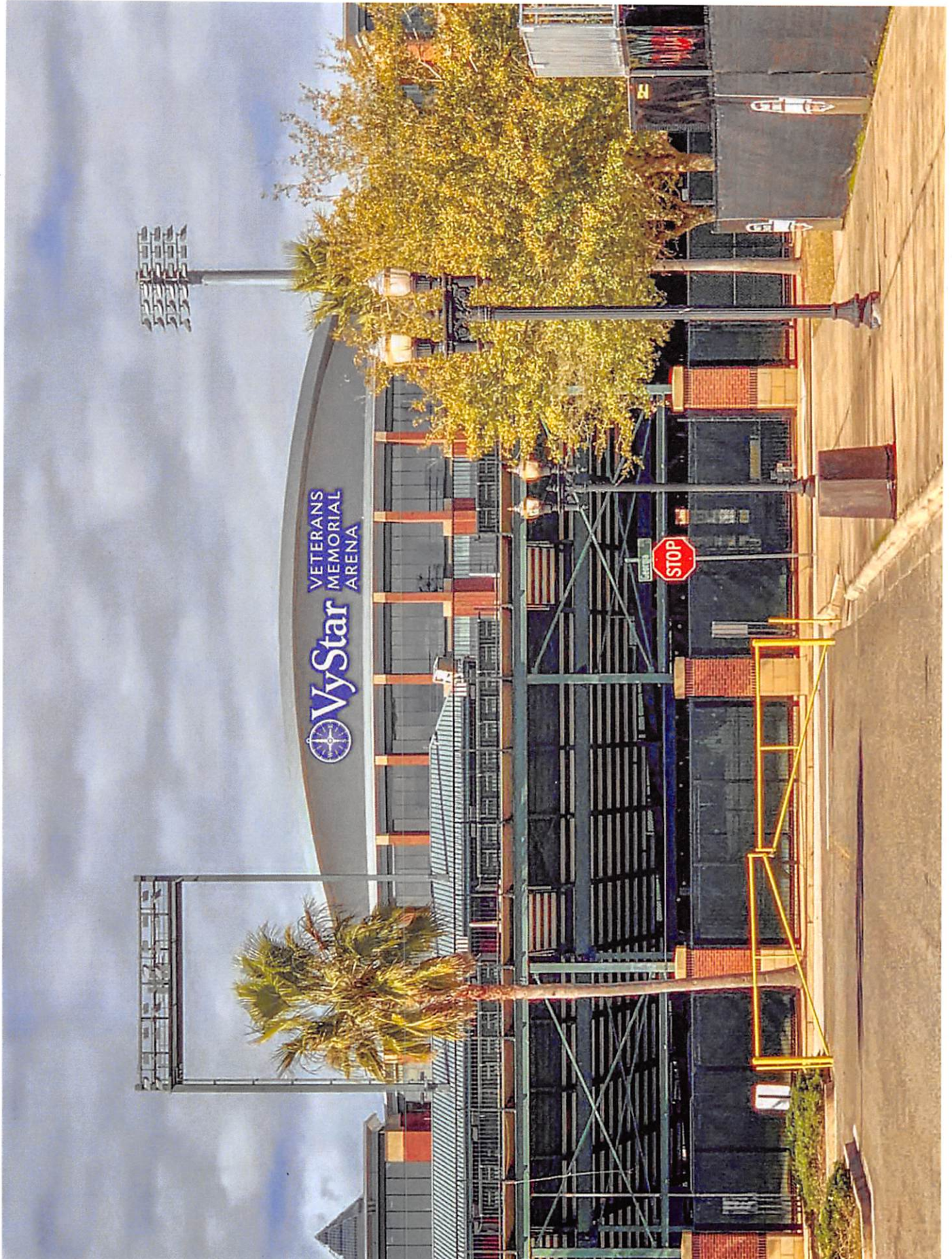
New Exterior Signage

Fixed illuminated Arena name signage on North, South, East, and West elevations of the Arena  
Fixed illuminated Arena name sign above the main entry doors (replacing existing signage).

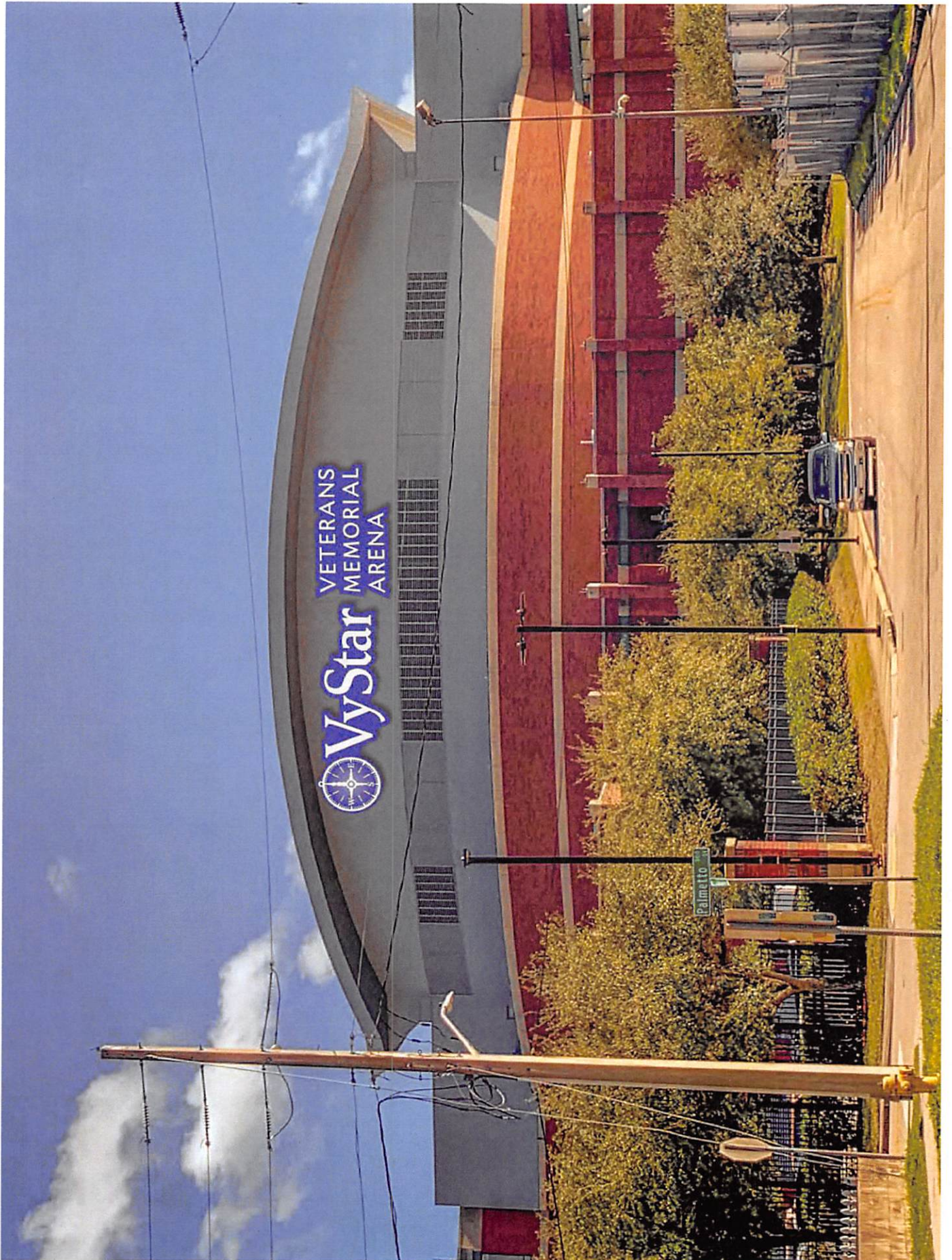
*(See 5 pages, following)*

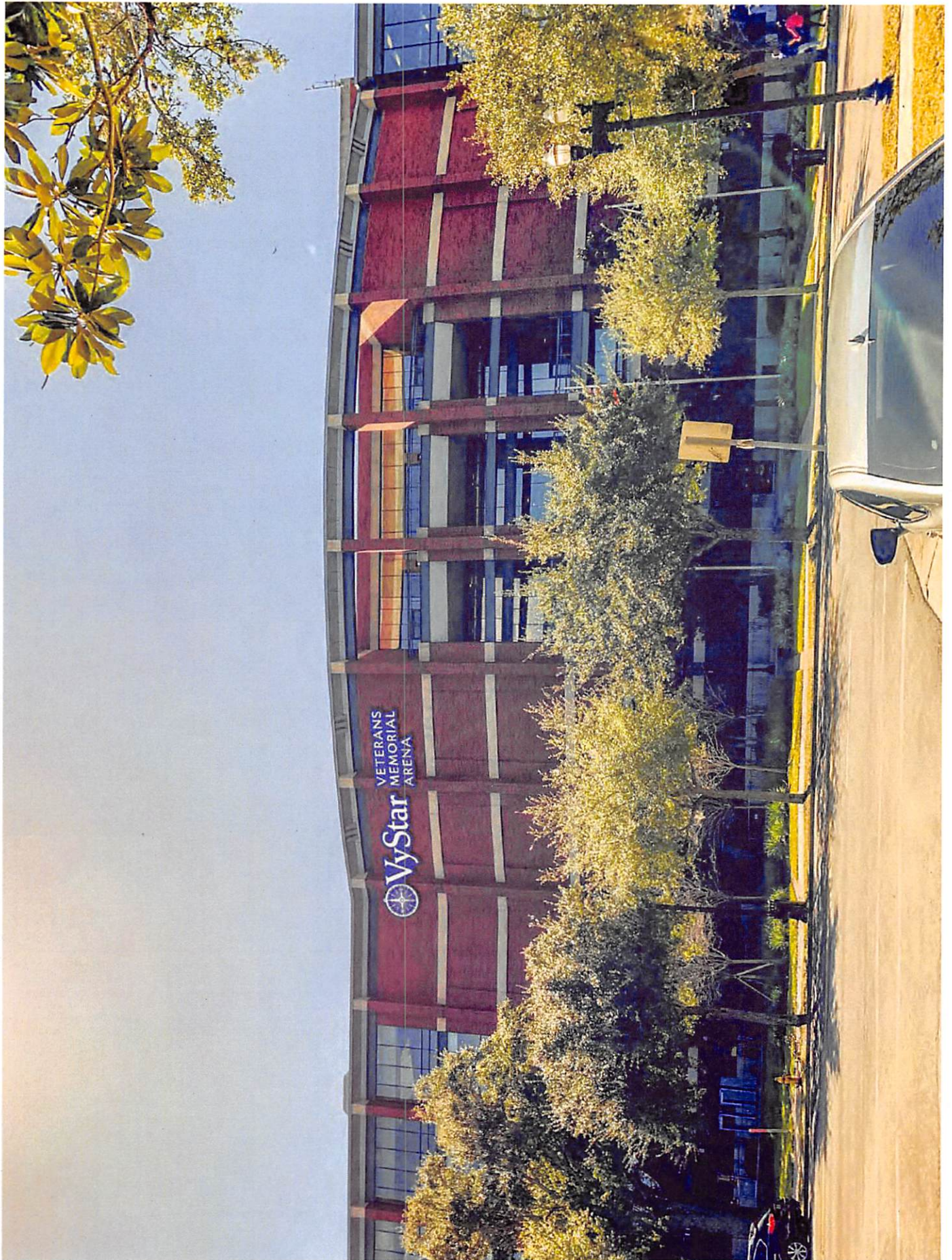












## Exhibit C

### Sponsorship Rights

This Exhibit C is made with respect to the Arena Naming Rights and Sponsorship Agreement to which it is attached. Capitalized terms used in this Exhibit C but not defined in this Exhibit C have the meanings ascribed to such terms in such the Arena Naming Rights and Sponsorship Agreement.

#### Signage

**Other Signage** – Arena logo to be placed at all entrances with Arena policies, on site exterior directional signs and any other place where Arena Manager deems necessary.

#### **Arena Interior**

Except where as specifically noted otherwise, all interior signage installation costs are to be borne by Arena Manager. In addition, all current venue name signage that will be changed to the new arena name will be the responsibility of Arena Manager. Any desired new arena name signage shall be the responsibility of VyStar.

**Main Scoreboard** – Five (5) branded signs on the center hung scoreboard. Four (4) fixed panels, one on each corner of the scoreboard and one (1) branded sign featuring VyStar logo on the bottom of the scoreboard.

**Basketball Court** – Logo placement located at center court of the basketball court as "Official Arena Name" to be utilized for all college, high school and pre-season professional basketball games, unless expressly restricted by tenant, or promoter. The "Official Arena Name" will be present on the NCAA Men's Basketball Championship court along the sideline in front of the media seating.

**Concourse** – Three (3) backlit signs to be located on the Arena main concourse, one (1) backlit sign to be located on the upper concourse. Arena Manager will determine the locations of these panels, at mutual agreement with VyStar. One (1) interactive, semi-permanent display in the main concourse or entry lobby (VyStar responsible for production costs).. Two (2) main concourse column wraps. Two (2) wall façade displays on main concourse. Main lobby stairs graphic. Two (2) glass railing wraps, one at the top of the main entry stairs, and the other in the main food court. VyStar or designee will pay all of the sign "face" (Plexiglas, or designated material) costs required to change messaging after the initial installation.

**Inner Bowl**- Two (2) floor to ceiling columns in inner bowl. Two (2) back lit ad panels located on inner ring fascia .

**Other Signage** – VyStar Veterans Memorial Arena logo to be placed on all suite entrance signs, main lobby sign, concession menu board signs and anywhere Arena Manager deems necessary in public spaces.

#### **Electronic Advertising**

Except where as specifically noted otherwise, all costs are to be paid by Arena Manager.

**Concourse Televisions** – VyStar will have the opportunity to submit a :30 second commercial that will be played in rotation on the concourse and suite TVs.

**Main Scoreboard** – VyStar shall receive a slide in the Arena Manager approved rotation 15 minutes prior to each home tenant game. VyStar shall receive the ability to provide up to one 30 second commercial for the in-concourse TVs and lobby video wall. When and if an Event permits, VyStar’s 30 second commercial may play on the video board prior to the Event and during Event intermission or half-time.

**LED Ribbon Board-** VyStar will be included in Arena Manager’s ribbon board rotation for all public ticketed Events that permit use of ribbon boards.

**Arena Events** – VyStar shall have rent free use of meeting space inside the Arena, when dates are available. VyStar will be responsible for Arena expenses attendant thereto, including but not limited to changeover, cleaning, food and beverage, staffing, and other equipment. This space will be made available to VyStar, subject to advanced notice and availability.

**Arena Event Tickets/Club Memberships** - VyStar will have the first right to purchase up to sixteen (16) tickets (at advertised price) to all public ticketed Events for the Term with up to four (4) being court/rink side for games and/or first row seating for concerts, upon availability. An account will be set-up, according to established box office policies and procedures, to allow for simplified ticket purchasing and pre-sale guarantee. Ticket purchases must be made in advance of public on sale, as part of our venue pre-sales for Club member and other clients.

**Other Hospitality** – VyStar will receive a suite for ten (10) Jumbo Shrimp baseball games each season, as well as four (4) home plate seats. VyStar will receive two (2) Jaguars tailgate cabanas per season, which also include twenty (20) game tickets and food and beverage during the pregame tailgate. In addition, for Arena Manager promoted Events, VyStar will receive a private box at the Times Union Center for Performing Arts, upon request and availability.

**Weekly Eblast** – VyStar will be featured as the presenting sponsor for the weekly Jaxevents eblast.

**Veterans and VyStar Member Benefits** – All Military Veterans and VyStar Credit Union members will receive the following benefits through this partnership:

- Inclusion in all venue pre-sales when available.
- 10% discount on all , concession stand and parking purchases when using VyStar debit or credit card and/or presenting proof of Veteran’s status.. The 10% discount will be available on Event tickets for all Events in which the Event owner or promoter agrees to the promotion.
- Inclusion in cross promotions that arise with promoters and other partners.

\*Initiatives will be instituted in a timely manner, but may not be fully executed at the start of the Agreement term.

## Exhibit D

### Suite Rights

**Executive Suite** – One (1) Executive Suite at the Arena. Suite license will include sixteen (16) tickets and four (4) parking passes for all public Events and all other standard Suite amenities. VyStar will enter into Arena Manager's standard Suite license agreement. Suite contract will be revised in final contract phase to address non-applicable items in the suite contract (i.e. deposit, parking, taxes, blackout dates, etc.). VyStar has the ability to furnish and decorate the Suite subject to Arena Manager's approval and all costs for design and production would be the sole obligation of VyStar. Food and beverage for Suite use shall be through the Arena's exclusive caterer and the cost therefore are the responsibility of VyStar.

Exhibit E

Interior Signage

Inner bowl backlit

Inner bowl columns (2 on west end)

Scoreboard fixed arena logo on bottom

4 Scoreboard corner panels (for company branding)

Concourse backlits

Fabric wall graphics at top of each lobby staircase (2)

Suite level column wrap

New Arena Graphic on the following:

Exterior doors;

Suite name plates;

Interior and back of house room name plates;

Wayfinding markers both interior and exterior.

Concourse television advertising;

LED Ribbon Board;

Main Scoreboard advertising;

30-second commercial on Video Board;

Sports & Entertainment Digital Marquee;

Logo placement on center court of the basketball court for all basketball games;



Exhibit F

Naming Rights Fee Payment Schedule

VyStar shall pay the Naming Rights Fee in accordance with this Exhibit A. The Naming Rights Fee shall be payable in annual installments on or prior to \_\_\_\_\_ (*day and month of Effective Date to be inserted at time of contract execution*) of each year in the amounts set forth below. The initial Naming Rights Fee shall be payable within 5 days of Agreement execution. VyStar shall pay each installment of the Naming Rights Fee directly to City in accordance with instructions provided by City.

Contract Year	Naming Rights Fee
2019	\$525,000
2020	\$540,750
2021	\$556,973
2022	\$573,682
2023	\$590,892
2024	\$608,619
2025	\$626,877
2026	\$645,684
2027	\$665,054
2028	\$685,006
2029	\$705,556
2030	\$726,723
2031	\$748,524
2032	\$770,980
2033	\$794,110

Exhibit G

Initial Signage Costs Payment Schedule

VyStar shall pay for all Initial Signage Costs incurred by the by City pursuant to this Agreement, on a work performed an invoiced basis, within thirty days from the date VyStar receives City invoices regarding the same. City shall make no more than one payment request per month.

## Exhibit H

### Arena Manager's Joinder and Consent

Reference is made to (i) that certain Arena Naming Rights and Sponsorship Agreement (the "Agreement"), dated as of \_\_\_\_\_, 2019, by and among VyStar Credit Union ("VyStar"), the City of Jacksonville (the "City"), and the party signing this Joinder and Consent (the "Arena Manager"), and (ii) Facilities Management Contract, dated effective as of July 31, 2017, between the City and Arena Manager (the "Management Agreement"), in each case, as the same may hereafter be amended. In consideration of the benefits provided to Arena Manager under the Management Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Arena Manager hereby enters into and delivers this Joinder and Consent (hereinafter, the "Joinder") and agrees, for the benefit of the City and VyStar, as follows:

1. Insurance. Without limiting Arena Manager's liability under the Management Agreement, Arena Manager shall, and shall cause any and all subcontractors to, obtain and keep in full force and effect the insurance coverage in the types and terms stated for the periods required by Section 10 of the Agreement.
2. Indemnification. Arena Manager hereby agrees to be bound to the provisions of Section 9(b) of the Agreement, jointly and severally with the City.
3. Banking Business. Arena Manager agrees that for the term of the Agreement, Arena Manager will utilize VyStar for Arena Manager's banking needs with regard to Arena Manager's management of City owned facilities pursuant to its Management Agreement with the City.
4. Definitions. Capitalized terms used in this Joinder but not defined herein shall have the meanings ascribed to such terms in the Agreement.
5. Effective Date. This Joinder shall be deemed to be effective as of the Effective Date.
6. No Limitation of Management Agreement. Notwithstanding anything herein to the contrary, nothing contained in this Joinder or in the Agreement shall be deemed to in any way limit or waive any obligations or agreements of Arena Manager under the Management Agreement.
7. Electronic Transmission. This Joinder may be executed and delivered via electronic transmission, with such electronic transmission to be deemed an original Joinder.

**Arena Manager:**

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