Summary of Material Changes in Lot J Development Agreement

Development Agreement

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed by
Section 1.8 City / DIA Determinations	2. Private Capital Investment was $226,800,000	1. Updated and expanded COJ and DIA determinations and expressly incorporate them into the agreement. 2. Clarified that minimum developer investment is $229M	1. Developer/Administration Amendment 2. Auditor Amendment
Section 1.10 / Exhibit C Project	Provided for approximately: 1. 700 spaces of surface parking 2. 400 residential units 3. 700 parking spaces in residential garages 4. 75,000 sq. ft. of retail at Live! 5. 40,000 sq. ft. of office space 6. An upscale hotel with approximately 150 to 250 rooms	Provides for a minimum threshold for project components: 1. Minimum of 600 parking spaces on pond 2. Minimum of 350 residential units 3. Minimum of 600 parking spaces in residential garages 4. Minimum of 75k sq ft retail at Live! 5. Minimum of 35k sq ft of office at Live!	Developer/Administration Amendment at auditor's suggestion of including required minimums (minimums determined by the Developer) **Recommendation:** **Revise the number of hotel rooms to a minimum of 120 rooms to mirror Exhibit C (Developer agrees).**
Section 1.12 Developer Obligations	City obligated to make disbursements that are conditioned upon the timely and faithful performance by the Guarantors of their respective obligations under each Completion Guaranty, but if there is a default the City could withhold any disbursements.	The language was struck from this section	Developer/Administration Amendment **Recommendations:** 1. **Include language that was struck regarding City disbursements.** 2. **This section still allows the Completion Guaranty to be terminated by any Guarantor for any reason other than Substantial Completion of any**

Summary of Material Changes in Lot J Development Agreement

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed by
			Component or an Event of Default by the City. We recommend the language be amended to only allow termination for completion or default.
Article II Definitions			
Budget	COJ did not have approval of budget changes to Live! or infrastructure budgets	City Representative has approval over changes in excess of 10% to line items in Live! and infrastructure budgets	Developer/Administration Amendment at auditor's suggestion for approval of changes in project (Developer determined percentage)
Completion Guaranty		1. Confirms that guarantee is for lien-free substantial completion of the whole project 2. Names the Guarantor for the Hotel Component 3. Provides for the Completion Guaranty to be executed and delivered prior to the Commencement of Construction on the Horizontal Infrastructure 4. Strikes requirement of prior written consent of City to assign Completion Guaranty to substitute Guarantor	1. Developer/Administration Amendment 2. Auditor Amendment 3. Developer/Administration Amendment **Recommendation:** **Add back language that was struck regarding prior consent of City referenced in bullet #4**
Developer Improvement	Included an election by the Developer that a parking garage may constitute a Developer Improvement or an Infrastructure Improvement	The election has been removed	Auditor Amendment

Summary of Material Changes in Lot J Development Agreement

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed by
Guarantors	City approval of substitute guarantors required	1. Identifies specific guarantor entities. 2. Cordish has the right to replace guarantor with a member of the Cordish family without City consent. 3. Gecko has the right to replace guarantor with a substitute guarantor that has a net worth of at least $229 million with City consent.	1. Auditor Amendment 2. Developer/Administration Amendment 3. Developer/Administration Amendment **Recommendations:** **1. We recommend the Cordish substitute guarantor require City consent and have a defined net worth requirement.** **2. We recommend the combined net worth of the guarantors equal the necessary developer investment required to complete the project.**
Infrastructure Improvements		Includes improvement to other parking lots owned by the City in the Sports and Entertainment Complex.	Developer/Administration Amendment **Recommendation:** **We recommend that improvements to other surface lots not be included as part of the Infrastructure Improvements.**
Project Costs		1. Costs related to development of adjacent property was struck 2. Costs related to existing buildings and fixtures was struck 3. Added language that Project Costs also include improvements made	1. Auditor Amendment 2. Auditor Amendment 3. Developer/Administration Amendment

Summary of Material Changes in Lot J Development Agreement

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed by
		to the parking lots located in the Entertainment District	**Recommendation: As mentioned above, we recommend that improvements to other surface lots not be included as part of the Project Costs.**
Substantial Completion		Clarifies that a temporary certificate of occupancy is required for hotel, residential and Live! (but not for infrastructure) to be deemed substantially complete	Developer/Administration Amendment
Vertical Infrastructure	Provided that the Developer could elect one or more additional parking garages may constitute a Vertical Improvement	Removes ability to Developer to add additional parking garages as vertical infrastructure improvements	Developer/Administration Amendment
Section 3.1 Exclusive Master Developer with City		Clarifies that City will retain title to the stormwater detention pond parking lot and retains any future development rights thereon	Auditor Amendment
Section 3.3 Amendment to Master Development Plan		Clarifies that any a Material Modification must comply with all regulatory and governmental approvals, including any DDRB approvals	Auditor Amendment
Section 5.1 Development Entitlements		The reversion rights of the Development Rights have been extended from 8 to 10 years	Developer/Administration Amendment **Recommendation: The reversion rights of the Development Rights should be 8 years as approved by the DIA Board (Developer agrees).**

Summary of Material Changes in Lot J Development Agreement

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed by
Section 5.3(e), (f), and (g) - new City Obligations in Project Area		1. Clarifies City's approval rights over Condominium documents and any amendments. 2. Prohibits Developer from converting any of the residential from rental to ownership. (COJ will not be in a position where its condo rights are subject to the rights of residential condo unit holders.) 3. ==Adds language that states the City will share in normal assessments for common expenses of the common elements of the Mixed-Use Component at 0.10%.==	1. Developer/Administration Amendment 2. Developer/Administration Amendment 3. Developer/Administration Amendment **Recommendation:** **We recommend that the City not share in the normal assessments for common elements of the Mixed-Use Component.**
Section 5.3(g) - Old City Obligations in Project Area	City required to use commercially reasonable efforts to terminate the antenna easement	Covenant has been deleted from agreement	Developer/Administration Amendment
Section 5.4 Developer Right of Access			**Recommendation:** **The language regarding the performance bonds for the general contractor should be struck. This language has been included in Exhibit L Insurance and Bonding Requirements (Developer agrees)**
Section 6.2 Notices to Proceed		Clarified to note that regulatory approvals include DDRB approvals	Developer/Administration Amendment
Section 6.3 Survey		Clarifies that Developer is obligated to obtain survey at its sole cost and expense. COJ has right to approve legal description.	Developer/Administration Amendment

Summary of Material Changes in Lot J Development Agreement

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed by
Section 6.4 Title Insurance		Developer is required to obtain owner's title policy.	Developer/Administration Amendment
Section 6.5 Defect in Title		Developer is required to provide City a notice of any title defects. City is to provide notice of defects it elects to cure, if any. If title defects cannot be cured, then the Developer can terminate the agreement or waive title defects	Developer/Administration Amendment
Section 6.6 Interests Conveyed		Developer agrees to take title as is, where-is and with-all-faults	Developer/Administration Amendment
Section 7.2 Use of City Funds	Could be used on additional scope for infrastructure or in other City-owned assets	Savings will be deposited into Facility Capital Fund to support Live! maintenance obligations and preserve its value	Developer/Administration Amendment **Recommendation:** **We recommend that the City retain the savings from the Infrastructure Improvements. The Developer is responsible for Live! capital expenses.**
Section 8.3 Disbursement of City Fund for Non-Public Costs	Payments were to be disbursed based on actual Direct Costs incurred.	Payments will now be disbursed on the percentage of completion achieved.	Developer/Administration Amendment **Recommendation:** **We recommend that payments be based on actual Direct Costs incurred.**
Section 8.4 Pari Passu and Pro Rata Disbursements		1. Appoints construction inspector as person responsible for monitoring disbursement process to ensure pari passu nature (that City and Developer dollars are going in	1. Developer/Administration Amendment 2. Developer/Administration Amendment

Summary of Material Changes in Lot J Development Agreement

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed by
	2. Disbursement of City Funds for the Mixed-Use Component and Hotel Component were expended on a pro rata basis based on work performed and invoiced basis.	lockstep to the maximum extent possible) 2. Disbursement of City Funds for the Mixed-Use and Hotel Components are expended on a pro rata basis based on the percentage of completion.	**Recommendations:** 1. **Disbursement of City Funds for the Mixed-Use and Hotel Components should be on a work performed and invoiced basis.** 2. **Language should be added stating the pro rata percentage will be provided to the City at Closing.**
Section 8.7 Loan Proceeds	Could be used on various project components	Can only be used for the Mixed-Use and Hotel Components	Developer/Administration Amendment (Auditor Amendment)
Section 8.8 Cost Overruns			**Recommendation:** **Language should be added to clarify the Additional City Infrastructure Contribution can only be utilized in accordance with Section 11.2 (Developer agrees).**
Section 8.9(a) Cost Savings		Language was added stating that cost savings for the Infrastructure Improvements be deposited into the Facility Capital Fund	Developer/Administration Amendment **Recommendation:** 1. **We recommend that the City retain the savings from the Infrastructure Improvements. The Developer is responsible for Live! capital expenses.** 2. **Clarify that Verified Direct Costs do not include the 7.5% of Developer expense (Developer Agrees)**

Summary of Material Changes in Lot J Development Agreement

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed by
Section 8.9(b)			**Recommendation: Clarify that Direct Costs do not include the 7.5% of Developer expense (Developer Agrees)**
Section 8.9(c) Cost Savings	Included residential parking garages as part of the Minimum Developer Investment	1. Excludes residential parking garages 2. ==Includes costs of tenant improvements incurred by third party tenants or subtenants== 3. ==The discount rate of the Hotel Completion Grant is increased from 3.5% to 6.75%== 4. ==In the event there is a Shortfall, and the REV grant is terminated then the full $12.5 million will still be applied as a credit for the Developer against the shortfall.== 5. ==At the election of the Developer, the Shortfall can be deposited into the Facility Capital Fund== 6. Clarifies that any reconciliation is subject to resolution of contractor litigation	1. Auditor Amendment 2. Developer/Administration Amendment 3. Developer/Administration Amendment 4. Developer/Administration Amendment 5. Developer/Administration Amendment 6. Developer/Administration Amendment **Recommendations:** 1. **The Minimum Developer Investment should not include the 7.5% Developer expense.** 2. **Costs of tenant improvements should not be included as part of the Minimum Developer Investment.** 3. **Return the discount rate of the Hotel Grant to the original value of 3.5%.** 4. **If the REV Grant is terminated the full amount should not be applied as a credit for the Developer in the reconciliation.**

Summary of Material Changes in Lot J Development Agreement

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed by
			5. The Developer should not have the option to pay any Shortfall, but rather should be a requirement. 6. The Developer should not determine how the Shortfall is paid or deposited to the City. 7. Remove the Shortfall payment option to the Facility Capital Fund because the Developer is already responsible for future maintenance needs.
Section 8.9 (d) Cost Savings		Clarifies that any reconciliation is subject to resolution of contractor litigation	Developer/Administration Amendment
Section 9.8(a) Warranty and Guarantee of Infrastructure Improvements and Live! Component		Language was added that provides that the Developer shall have the right to enforce any rights or warranties with respect to the Infrastructure Improvements and Live! Component and collaterally assign such rights or warranties to any lender.	Developer/Administration Amendment
Section 10.1 City Loan Documents		Language was added stating that following repayment in full of all notes and other costs and expenses for the City Loan Program the Developer will deposit any and all funds remaining in the Trust into the Facility Capital Fund.	Developer/Administration Amendment
Section 10.2 Conditions to Disbursement Under City Loan Program		1. Developer agrees to provide legal opinions regarding the developer members and to other covenants regarding the existence and	Developer/Administration Amendment

Summary of Material Changes in Lot J Development Agreement

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed by
		governance of such developer members. 2. ==The City shall be entitled to recover from the Developer expenses incurred in connection with enforcement of City Loan Documents and expenses incurred in connection with the enforcement of the Developer Members to make the required payments into the City Defeasance Trust.==	
Section 11.2 Reimbursement for Improvements	Additional $15.1 would be available for a parking garage above the pond. Developer would match any COJ funds used to construct garage.	Clarifies that the $15.1M is only for cost overruns if needed due to environmental conditions, subsurface conditions, requirements with respect to building the parking lot on the pond, and all such infrastructure work must be within the project.	Developer/Administration Amendment **Recommendation:** **Language concerning the Developer electing to use City Funds to fund construction of a Parking Garage should be struck (Developer agrees).**
Section 11.3 Parking Garages		Strikes language granting Developer the right to build a garage above the pond parking.	Developer/Administration Amendment
Section 12.2 Parking Facility Operation	Pricing for parking in residential garages will be consistent with rates downtown	1. Clarifies that Developer will not get a management fee for managing the residential parking garages 2. Pricing for parking in residential garages will be no lower than average in downtown 3. Developer commits to no less than 200 Public Spaces in the residential parking garages.	1. Developer/Administration Amendment 2. Developer/Administration Amendment 3. Developer/Administration Amendment

Summary of Material Changes in Lot J Development Agreement

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed by
Section 12.3 **Resident Parking**		The revenue from Public Spaces in the Residential Garages will be retained by the City.	Developer/Administration Amendment
Section 12.5 **Valet Program**	Lots M, N and P or any adjacent lots not otherwise in use will be used for Valet Program.	400 spaces within Lots C and D will be used for the Valet Program.	Developer/Administration Amendment
Section 12.8 **Hotel Parking**		Clarifies that hotel guests will use the Surface Parking Lot and/or Lots M, N, and P	Developer/Administration Amendment
Section 13.4 Waiver of Procurement Requirements		Confirms that any public art within the project will be procured consistent with the requirements in the ordinance code	Developer/Administration Amendment
Section 13.7 Obligation to Commence Project; Development Schedule	Developer agreed to: 1. Apply for permits for environmental within 24 months of Effective Date of agreement. 2. Developer maximum timeline to complete project could be as long as approximately 12 years. 3. Hotel component had an additional 2 years for completion after rest of project.	Developer agrees to: 1. Commence remediation within 6 months of Effective Date of agreement 2. Apply for Regulatory Approval within 18 months of a Site Rehabilitation Completion Order (SRCO) 3. Complete construction within 36 months of receipt of all permits 4. Developer estimated timeline to complete project is approximately 7 years; however, there is no deadline for completion. 5. Hotel will be completed on same timeline as rest of project components	Developer/Administration Amendment based on discussions with Auditors **Recommendation:?**

Summary of Material Changes in Lot J Development Agreement

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed by
		A failure of the Developer to cause Substantial Completion of the Hotel Component shall not be deemed a default as to the other Components. The City has the right to enforce the Guarantors' obligations under the Completion Guaranty.	
Section 14.6 Mixed-Use Component Minimum Investment	Minimum investment of $95M is based on private funding	Minimum investment of $95M is based on Direct Costs	Developer/Administration Amendment **Recommendation: Revise language to base minimum investment on private funding (Developer agrees)**
Section 16.4 Permitted Disposition to Tenants		Allows the Developer to enter into leases or other contractual agreements with tenants for parts of the development without the City's consent. However, leases or other contractual agreements with tenants for Live! will be governed by the Live! Lease.	Developer/Administration Amendment
Section 16.9 Limitation on Conveyance of Components	No limit on Developer right to transfer after completion	1. Developer agrees not to transfer Hotel or Mixed-Use Components for 5 years after substantial completion 2. Allows the Developer to transfer development rights to the Hotel Component to a hotel developer if a hotel developer requires ownership of the Hotel Component.	Auditor Amendment **Recommendations:** **1. The City should share in any profits realized by the Developer from the transfer of development rights to the Hotel.** **2. The language should be revised to require the owner of the Hotel conveyance land to comply with**

Summary of Material Changes in Lot J Development Agreement

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed by
			the requirement not to transfer the property for 5 years after substantial completion (Developer agrees).
Section 17.6 Component Development Agreement		At the request of the Developer a separate development agreement for the Mixed-Use Component or Hotel Component with the same provisions can be executed. Also, an amendment to this agreement can be made to remove the component and the city funds allocated to such component from this agreement.	Developer/Administration Amendment
Section 19.4 Force Majeure		Clarifies that with respect to any delay caused by the current pandemic, a party must show evidence the delay was actually directly caused by the pandemic.	Auditor Amendment
Section 19.14 No Recording		This agreement shall not be recorded or filed in the public land or other records of any jurisdiction. As part of the Closing Documentation the parties shall execute a Memorandum of Agreement.	Developer/Administration Amendment
Section 19.22 Retention of Records; Audit	Inspection of records and audit was limited to the Infrastructure Improvements	Clarified to include documentation for the Project	Auditor Amendment
Exhibit E Uses of City Funds for Project			**Recommendation: We recommend a corrected Exhibit E be attached to the Development Agreement.**

Summary of Material Changes in Lot J Development Agreement

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed by
Exhibit H Infrastructure Improvements		Vertical Infrastructure Improvements now include acquisition and installation of any gating, barriers, or structures to facilitate the collection of parking revenues on parking lots subject to the Parking Agreement	Developer/Administration Amendment **Recommendation:** **As mentioned previously, we recommend that improvements to other surface lots not be included as part of the Project Costs. If surface lot improvements remain in the Project, we recommend the definitions of Vertical and Horizontal Infrastructure Improvements mirror Exhibit H.**

Summary of Material Changes in Guaranty of Completion

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed By
Title Guarantors		Identified the specific guarantor entities (LLC for Cordish and corporation for Gecko)	Auditor Amendment
2nd Whereas Timing of Delivery		Clarified guaranty is to be delivered to COJ immediately prior to construction of horizonal infrastructure	Developer/Administration Amendment
Section 2 Scope		1. Confirmed that guarantor obligations include payment of all cost overruns and deposit into breadbox trust 2. Confirmed COJ's obligation to disburse funds is conditioned upon guarantor's compliance with terms of development agreement	1. Developer/Administration Amendment 2. Developer/Administration Amendment **Recommendation:** **Due to the provisions in the development agreement that allow for Material Modifications to the project, we recommend language be added to the Guaranty to specify exactly what the Guarantors are guaranteeing will be constructed.**
Section 4 Remedies		Expressly permits COJ to require specific performance as a remedy	Developer/Administration Amendment
Section 7 Insurance		1. Provides that if a guarantor receives payment of insurance in respect of any guaranteed obligations prior to performance of the guaranteed obligations, the amount will be held in trust for benefit of the COJ 2. Subordinates any debt between Developer and Guarantor to the guaranteed obligations	1. Developer/Administration Amendment 2. Developer/Administration Amendment

Summary of Material Changes in Guaranty of Completion

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed By
Section 11 Assignment to Substitute Guarantor		Provides that any Gecko substitute guarantor has to have a minimum ==then current net worth== of $229M and any Cordish substitute guarantor has to be owned or controlled by a member of the Cordish family	Developer/Administration Amendment **Recommendation:** **We recommend that both Cordish and any Cordish substitute guarantor be required to have a defined minimum net worth.**
Section 14a Financial Information		Confirms that evidence of Gecko guarantor value was delivered to COJ	Developer/Administration Amendment **Recommendation:** **Additional evidence of Gecko guarantor should be provided to demonstrate net worth requirement has been met**
Section 14b Representation and Warranties		Adds in representations and warranties from the Cordish guarantors to COJ	Developer/Administration Amendment **Recommendation:** **We recommend the Cordish guarantor be required to provide financial information in the same manner as the Gecko guarantor**
Section 15 Delivery of evidence of value	Was only required to provide evidence of net worth prior to execution of development agreement	Evidence of value ==for the Gecko Guarantor== will be delivered at several stages: prior to development agreement execution, prior to commencement of construction for the Live! Component and commencement of construction for the Mixed-Use Component, and prior to commencement of construction of the Hotel Component. This will help ensure guarantor maintains certain value and is able to perform the guaranteed obligations.	Developer/Administration Amendment **Recommendations:** 1. **We recommend the Cordish guarantor be required to provide financial information at the same intervals as the Khan guarantor** 2. **There is inconsistency between the Guaranty and Development Agreement regarding the date the Completion Guaranty is delivered to the City initially. The Development**

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed By
			Agreement states the Guaranty will be delivered prior to the commencement of the Horizontal Infrastructure Improvements. We recommend the language in the Guaranty mirror the language in the Development Agreement. 3. **Require evidence of financial capacity be provided at regular intervals until project completion.**
Section 22 Termination		The Completion Guaranty will be reduced as Components are substantially completed. Upon substantial completion of the Project, the City will mark the Guaranty "cancelled".	Developer/Administration Amendment
Section 27 Attorney's Fees	The party prevailing in a suit or proceeding shall be reimbursed for all reasonable attorney's fees	The City and Guarantors will each bear their own attorney's fees and costs.	Developer/Administration Amendment
Section 30 City authority to change documents		Guarantors authorize COJ, without notice to the guarantors, to approve modifications to the plans and specs and to the development agreement	Developer/Administration Amendment

Summary of Material Changes in Live Lease

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed By
2nd Whereas Clause	Provided for approximately 75,000 sq. ft. of retail/ commercial space and 40,000 sq. ft. of office space	Provides for a minimum of 75,000 sq. ft. of retail and commercial spaces and a minimum of 35,000 sq. ft. of office space	Developer/Administration Amendment at auditor's suggestion of including required minimums (Developer selected the values)
Section 2 Definitions			
Ancillary LED Screens		One or more LED Screens constructed as Infrastructure Improvements and may located within or outside the Facility Premises	Developer/Administration Amendment
Facility Event		Added language stating that customer cover charges for entry shall not be deemed an advance ticket sale. A Landlord Event is deemed a Facility Event.	Developer/Administration Amendment
Facility Standard of Care	Defined as keeping the facility in First Class condition consistent with comparable facilities	Updated to mean keeping the facility in good condition consistent with comparable facilities (other Live venues)	Developer/Administration Amendment
Florida-Georgia Facility Events		Defined as Facility Events held on the two days before and/or the day of the annual Florida-Georgia Game.	Developer/Administration Amendment **Recommendation: The definition needs to be clarified as to the "and/or". The Developer has indicated this should be changed to "and".**
Qualified Transferee	Must be an NFL team owner, or have 5 or more years of experience operating similar facilities, or a net worth of $250M	1. Must be an NFL team owner, have 5 or more years of experience operating similar facilities, regional shopping centers or urban mixed-use projects, and have a net worth of $100M.	1. Developer/Administration Amendment 2. Developer/Administration Amendment 3. Developer/Administration Amendment

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed By
		2. Clarifies that ==a written certification as certified by the chief financial officer== or authorized officer can be used to demonstrate net worth. 3. Provides that net worth increases by CPI ==measured from the commencement date compared to the contemplated date of transfer==	
Section 5 Lease Term	1. The initial term was 35 years with four 10-year renewal options 2. Tenant can exercise renewal options ==180 days prior to the termination of the Lease Term== 3. ==Tenant could not exercise the third and fourth renewal option unless occupancy was at 85% and the facility is in compliance with the Facility Standard of Care==	1. ==The initial term is 50 years with two 10-year renewal options== 2. Tenant can exercise renewal options 180 days but no more than 5 years prior to the expiration of the then-current lease term 3. Provides that occupancy must be 75% to renew. ==Provides that the Renewal Term shall be on the same terms and conditions as set forth in the Lease.==	1. Developer/Administration Amendment 2. Developer/Administration Amendment 3. Developer/Administration Amendment **Recommendation:** **We recommend that performance requirements, such as certain sales targets or occupancy requirements, be included throughout the term of the lease.**
Section 9(b) Operator Benefits	COJ had right to use the Live! facility on ==the day before and== the day of the Florida-Georgia game	COJ now has the right to retain 50% of net ticket revenue (revenues less all costs) generated from events the two days before and the day of the Florida-Georgia Game.	Developer/Administration Amendment
Section 10 LED Screens	All LED screens to be paid for by COJ	1. All "ancillary" LED screens will be paid for by COJ ==as part of the Infrastructure Improvements and main facility screen will be==	1. Developer/Administration Amendment 2. Developer/Administration Amendment

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed By
		constructed as part of the Live! Component. 2. Developer is responsible for repair and maintenance of the LED screens at Developer's cost. 3. Developer will operate all screens. Developer will give COJ 10% of the time on the ancillary LED screens to promote COJ events, the city and downtown, and public service announcements. This is consistent with the video board outside Daily's Place. 4. COJ has the right to use the main facility screen during Landlord Events at Live!	3. Developer/Administration Amendment 4. Developer/Administration Amendment
Section 11 Landlord Use of Facility	Neither City or Landlord had the right to charge for admission to Landlord Events	1. City will have the right charge for admission to any City Event and retain the revenues. 2. Clarifies that City is responsible for all costs in connection with its use of Live!	1. Developer/Administration Amendment 2. Developer/Administration Amendment
Section 12 Capital Projects	Developer may make capital improvements to Live! at its sole cost.	Developer may make capital improvements at its sole cost and for any improvements in excess of $5M, Developer will provide notice to COJ.	Developer/Administration Amendment **Recommendation:** **The City should approve all improvements greater than $5M to the Live! Component rather than just receive notification.**
Section 14 Indemnity		Clarifies that Developer will defend COJ in any litigation and reimburse COJ for	Developer/Administration Amendment

Summary of Material Changes in Live Lease

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed By
		any costs incurred by it relating to such litigation	
Section 15 Insurance		Developer agrees to maintain, at its cost, all-risk insurance <mark>and attaches exhibit for insurance requirements</mark>	Developer/Administration Amendment
Section 16 Destruction of Facility	Developer retained 100% of insurance proceeds payable to Developer in the event of casualty	Developer and COJ split any insurance proceeds 50/50 in the event of casualty	Developer/Administration Amendment

Section 19
Assignment
		1. Developer agrees not to transfer Live! for 5 years (Transfer Prohibition Period)
		2. <mark>Transfers permitted without the consent of the City Representative now include</mark>
		   a. <mark>Sublease for a portion of the Facility</mark>
		   b. To any Person that acquires Tenant provided such assignee assumes all liabilities and obligations, has five or more years of experience owning or operating complexes similar to the Facility and had a net worth of at least $100M
			1. Auditor Amendment
			2. Developer/Administration Amendment

Section 21 Default	Developer required to diligently cure within a reasonable time	Developer required to diligently and continuously cure within no more than 365 days	Developer/Administration Amendment
Section 25 Construction Liens		<mark>In no event shall the interest of the City be subject to the liens for improvements made by Developer</mark>	Developer/Administration Amendment

Summary of Material Changes in Live Lease

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed By
Section 27 Force Majeure		Language has been conformed to force majeure in all related documents. Clarifies that with respect to any delay caused by the current pandemic, a party has to show evidence the delay was actually directly caused by the pandemic.	Developer/Administration Amendment
Section 29 Environmental Requirements		Requires Developer not bring any hazardous materials on site and to remove all hazardous materials at its cost. Developer indemnifies COJ for any losses if caused by Developer's use or disposal of hazardous materials. COJ has right to inspect premises to confirm Developer's compliance with environmental requirements.	Developer/Administration Amendment
Section 30(q) Attorney's Fees		Each party shall be solely responsible for its own attorneys' fees and expenses. If COJ brings suit for the termination of the lease and is successful, Developer shall reimburse COJ for all reasonable attorneys' fees.	Developer/Administration Amendment
Section 30(r) Rent Roll		Developer agrees to provide annual list of subtenants to COJ	Developer/Administration Amendment
Section 30(s)-(w) Boilerplate		Added language regarding brokers, no partnership, no merger, and recordation	Developer/Administration Amendment

Summary of Material Changes in Parking Agreement

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed By
Recital D **Parking Facilities**	Includes Surface Parking Lot, Residential Parking Garages, and Lots M, N and P	Parking facilities now include Lots C and D	Developer/Administration Amendment
Section 1.1(e) Employee Parking Area	Provided for employee parking in the surface and/or structure parking area (Surface Parking Lot and Lots M, N, and P). Provided for 750 employee spaces	Provides for employee parking in Lots C and D, which is further from the project and also further from the ballpark and arena, thereby freeing up spaces closer to the ballpark and arena for patrons to those events. Provides for 500 employee spaces. Allows COJ to provide alternative parking that is a comparable distance as Lots C and D	Developer/Administration Amendment
Section 1.1(k) Hotel Parking Area	Provided for hotel parking in the surface parking areas	Clarifies that parking for the hotel will be the pond parking lot or on Lots M, N or P	Developer/Administration Amendment
Section 1.1(r) **Maintenance Costs**		Defines Maintenance Costs as all costs for the maintenance or repair of the Surface Parking Areas or Residential Parking Garages to keep in good operating condition comparable to other parking facilities Downtown	Developer/Administration Amendment
Section 1.1(s) **Major District Event**		Defines Major District Event as any event or events being held within the Sports and Entertainment Complex that will utilize a City venue in which more than 25,000 people are expected to attend	Developer/Administration Amendment

Summary of Material Changes in Parking Agreement

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed By
Section 1.1(t) Minor District Event		Defines Minor District Event as any event or events being held within the Sports and Entertainment Complex that will utilize a City venue in which fewer than 25,000 people are expected to attend	Developer/Administration Amendment
Section 1.1(y) Operating Costs		Operating Costs means all costs of operating the Surface Parking Areas or Residential Parking Garages in the ordinary course of business (including utilities, staff, cleaning, taxes, governmental charges, and insurance). Operating Costs shall not include any Maintenance Costs	Developer/Administration Amendment
Section 1.1 (cc) Public Spaces in Residential Parking Garages		Provides for a minimum of 200 spaces for daily transient parking in the residential garages	Developer/Administration Amendment
Section 1.1 (ll) Valet Parking Area	Provided for valet parking on the Surface Parking Lot, Lots M, N, and P, and any adjacent parking lot owned by the City not otherwise in use. Provided for 750 valet spaces	Provides that valet parking can be on Lots C and D (further from arena and ballpark) Provides for 400 valet spaces Allows COJ to provide alternative parking that is a comparable distance to Lots C and D	Developer/Administration Amendment
Section 3.1 Grant of Parking Rights		Provides that COJ and Developer will cooperate in good faith to adopt practices, policies and procedures that ensure that parking spaces on the land serve the needs of the project	Developer/Administration Amendment
Section 3.3 Parking for Residents		Clarifies that public spaces in residential garages will be available at all times for the parking of Customers (i.e. not employees,	Developer/Administration Amendment

Summary of Material Changes in Parking Agreement

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed By
		hotel guests or residents), other than for major (25k+) or minor (-25k) district events Requires Developer ==to cause the Residential Parking Operator== to use efforts to separate the ==public== spaces ==in the residential parking garages== to ensure availability for Customers Confirms that City retains all revenue from Customers in the public spaces ==in the residential parking garages==, subject to validation	
Section 3.6 Employee Parking		Provides for employees to park at no charge ==within the Employee Parking Area==	Developer/Administration Amendment
Section 3.7 Ride Share Parking		Provides for Developer and COJ to agree on a designated area for ride-share ==parking at no cost==	Developer/Administration Amendment
Section 3.11 Minor and Major District Events		During events that are expected to attract fewer than 25,000 patrons, Developer's right to offer validated parking is limited to available spaces in the residential garages, pond parking and Lot M. During events that are expected to attract more than 25,000 patrons, Developer's right to offer validated parking is limited to 400 spaces that are in the residential garages, pond parking or Lots C and D. COJ can also modify employee parking area during major events.	Developer/Administration Amendment **Recommendation:** **Additional clarification is needed regarding the Developer's ability to use the Residential Garage Public Spaces and Surface Parking Lot for complimentary or discounted validated parking during Major and Minor District Events. This will limit the parking revenue retained by the City.**

Summary of Material Changes in Parking Agreement

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed By
		During minor or major events, Developer agrees that validated parking can only be offered to hotel guests or customers who purchase goods or services at the project with a value that equals or exceeds the standard event charge for parking for the event(s)	
Section 4.1 Management of Surface Parking Areas	Specifies that City shall engage the Parking Operator to manage the surface parking areas	Designates ASM as the parking manager of the surface parking lot	Auditor Amendment
Section 4.2 Management of Residential Parking Garages	Developer managed the residential parking garages Parking rates were at "market rates" Specifically named the City Council Auditors as being able to review/audit the books, records, and documents of the Parking Operator	COJ and the residential parking operator will cooperate to determine parking rates and policies in the residential garages Gives COJ the right to approve the management agreement for the residential parking garages Strikes language that parking operator will be paid a market rate fee City Council Auditors was specifically removed from the language concerning any review/audit of the Parking Operators books, records, and documents	Developer/Administration Amendment **Recommendation:** **Provide City Council Auditors with audit rights to review/audit the Parking Operator's books, records, and documents.**
Section 4.3 Parking Revenues	Specifies the City shall retain all revenues except as otherwise expressly provided in the agreement	Adds language that the City retains all of the Residential Garage Public Spaces revenue.	Developer/Administration Amendment **Recommendation:** **The language in this section should mirror that of Section 12.6 of the Development Agreement.**

Summary of Material Changes in Parking Agreement

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed By
Section 4.4 Operation, Maintenance and Repair of Surface Parking Areas		Clarifies that the City is responsible for all operating costs and all maintenance costs relating to the surface parking areas.	Developer/Administration Amendment
Section 4.5 Operation, Maintenance and Repair of Residential Parking Garages	COJ paid all maintenance and operating expenses relating the garages	COJ and the Developer share equally in operating costs relating to the garages pursuant to a budget prepared by Developer. The operating budget is subject to City Representative approval. City is responsible for all maintenance costs of the residential parking garages. All operating costs will be paid by Owner and the City will reimburse the Owner for 50% of all approved operating costs.	Developer/Administration Amendment
Section 4.8 Casualty and Condemnation		City will repair the surface parking areas in the event of any casualty or condemnation, consistent with its obligations for other parking around the sports complex.	Developer/Administration Amendment **Recommendation:** **Language should be added to clarify the cost of casualty insurance for the Residential Parking Garages will be shared on a 50/50 basis between the City and Developer.**
Section 5.1 Insurance		Provides that Developer will carry insurance to cover its activities relating to the surface parking lot, valet parking, employee parking, use of the garages and the validation program	Developer/Administration Amendment

Summary of Material Changes in Parking Agreement

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed By
		COJ will carry insurance relating to the surface parking areas and the residential garages (the cost of insurance in respect to the residential parking garages will be an operating expense and half will be paid by Developer)	
Section 5.7 Indemnification		Expands Developer indemnification obligations to include any accident relating to use of the parking (including in the residential garage or valet) and Developer's negligence	Developer/Administration Amendment
Section 6.1 Assignment		Limits Developer's right to assign to an owner of a component	Developer/Administration Amendment
Section 6.5 Force Majeure		Clarifies that with respect to any delay caused by the current pandemic, a party has to show evidence the delay was actually directly caused by the pandemic.	Developer/Administration Amendment
Section 6.16 Enforcement		Provides for a timeline to cure any default	Developer/Administration Amendment
Section 6.22 Termination	Termination of the parking agreement is not a remedy available to the City if Developer breaches parking agreement	Clarifies neither party may cancel, rescind or otherwise terminate its obligations under the parking agreement because of the other party's breach	Developer/Administration Amendment **Recommendation:** **Language should be added to protect both parties in the event of breach of contract.**

Summary of Material Changes in Lot J Easement Agreements

Air Rights Easement

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed by
Section 3 Grant of Easement		Strikes provision that if elevated pedestrian walkway is removed and not replaced within 360 days, the easement automatically terminates	Developer/Administration Amendment
Section 4 Additional Improvements		Confirmed that Developer may make additional improvements to the pedestrian walkway at its cost. Any improvements in excess of $750,000 (increasing at an annual rate of 2%) will require advance notice from Developer to COJ. Confirmed any such additional improvements will be at no cost to the City.	Developer/Administration Amendment **Recommendation:** **The City should be made aware of all improvements to City-owned property that require the City to capitalize the asset.**
Section 5 Maintenance of Improvements		Maintenance, repair, and replacement costs are all Developer responsibilities	Developer/Administration Amendment
Section 6 Maintenance of Grantor Property		If improvements cause damage to City property, damage will be repaired at Developer's sole cost and expense	Developer/Administration Amendment
Section 7 Indemnification		Express obligation by Developer to indemnify COJ for any losses relating to the use of the walkway, any negligence by the Developer, any breach by the Developer or construction of the walkway	Developer/Administration Amendment
Section 8 Insurance		Requires Developer to purchase insurance at its cost and expense for the sole benefit of COJ	Developer/Administration Amendment

Summary of Material Changes in Lot J Easement Agreements

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed by
Section 9 Mortgages		Permits Developer to mortgage and pledge its interest in the easement	Developer/Administration Amendment
Section 10 Attorney Fees		In the event of any legal action, each party is responsible for its own attorney's fees	Developer/Administration Amendment
Section 11 Property Repair		Developer is responsible for repairing damage arising out of Developer's construction, maintenance, or repair activities within the easement air space	Developer/Administration Amendment
Section 17 Venue		Confirms that legal actions must be initiated in Duval County courts	Developer/Administration Amendment
Section 19 Force Majeure		Force majeure expanded; confirmed that a party must provide evidence to show any delay relating to current pandemic	Developer/Administration Amendment
Sections 21-26 Boilerplate		Boilerplate provisions added (time is of the essence, waivers, independent contractors, counterparts, no third-party beneficiaries, approval)	Developer/Administration Amendment

Summary of Material Changes in Lot J Easement Agreements

Perpetual Access and Use Easement Agreement

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed by
Exhibits	Included exhibits to show Grantor's parcel (Exhibit A) and Grantee's parcel (Exhibit B)	Exhibits to show easement area and benefitted property added to clarify easement area and replace existing Exhibit A and B. Exhibit C is added to include insurance requirements.	Developer/Administration Amendment
Section 3 Grant of Easement	Granted easement on, over, and across the Grantor's Parcel for the purpose of pedestrian ingress and egress onto Grantee's Parcel, and for use by the public of Grantor's Parcel as public open space	Clarifies easement allows Grantee to i) construct, install, operate, maintain, improve, remove, repair, and/or replace the improvements within the Easement Area, ii) utilize sidewalks in the Easement Area for café seating, iii) utilize the Easement Area for concerts and other events, kiosks, communications equipment, and iv) control access area as needed to facilitate ticket sales and/or sale and consumption of alcoholic beverages.	Developer/Administration Amendment
Section 4 Additional Improvements		Confirmed that Developer may make improvements to the pedestrian walkway at its cost. Any improvements in excess of $750,000 (increasing at an annual rate of 2%) will require advance notice from Developer to COJ. Confirmed any such additional improvements will be at no cost to the City.	Developer/Administration Amendment **Recommendation:** **The City should be made aware of all improvements to City-owned property that require the City to capitalize the asset.**

Summary of Material Changes in Lot J Easement Agreements

Section	As-Filed Agreement	November 25, 2020 Revised Agreement	Proposed by
Section 5 Maintenance of Improvements		Maintenance, repair, and replacement costs are all Developer responsibility	Developer/Administration Amendment
Section 6 Maintenance of Grantor Property		If improvements cause damage to City property, damage will be repaired at Developer's sole cost and expense	Developer/Administration Amendment
Section 7 Indemnification		Express obligation by Developer to indemnify COJ for any losses relating to the use of the walkway, any negligence by the Developer, any breach by the Developer or construction of the walkway	Developer/Administration Amendment
Section 8 Insurance		Requires Developer to purchase insurance at its cost and expense for the sole benefit of COJ	Developer/Administration Amendment
Section 9 Mortgages		Permits Developer to mortgage and pledge its interest in the easement	Developer/Administration Amendment
Section 10 Attorney Fees		In the event of any legal action, each party is responsible for its own attorney's fees	Developer/Administration Amendment
Section 11 Property Repair		Developer is responsible for repairing damage arising out of Developer's construction, maintenance, or repair activities within the easement area	Developer/Administration Amendment
Section 17 Venue		Confirms that legal actions must be initiated in Duval County courts	Developer/Administration Amendment
Section 19 Force Majeure		Force majeure expanded; confirmed that a party must provide evidence to show any delay relating to current pandemic	Developer/Administration Amendment
Sections 12-15 & Sections 21-26 Boilerplate		Boilerplate provisions added (incidental rights, running benefits and burdens, time is of the essence, waivers, independent contractors, counterparts, no third party beneficiaries, approval)	Developer/Administration Amendment

Recommended Amendments to Bill 2020-648

1. Revise CIP project names in bill to agree with Exhibits 4 and 5 (CIP Project Information Sheets)
2. Revise project names in bill to agree with Exhibit 3 (Revised Budget Ordinance Schedule B4)
3. Update square footage of restaurant and retail space and office space for Live! District Entertainment Venues, number of residential units, number of parking spaces, and number of hotel rooms to agree with revised Development Agreement
4. Update term of Live! Lease to agree with revised Lease Agreement
5. Add Lots C and D to agree with revised Parking Agreement
6. Include specific sections of Ch. 500 being waived
7. Include subsections 55.108 (23) and (24) within Sec. 55.108 waivers
8. Strike language invoking the exception to Sec. 126.07(g)
9. Correct title of Chapter 191, Ordinance Code
10. Strike language in bill title providing oversight by Sports and Entertainment Office
11. Update estimated cost of project from $445,000,000 to $450,300,000
12. Clarify language on page 7, line 5 regarding cost overruns
13. Clarify language on page 7, lines 8-11 regarding savings on the hotel and residential components
14. Correct account name in the Explanation of Appropriation from Sports and Entertainment – Lot J Live! to Public Works – Lot J Live!
15. Attach Revised Exhibit 2 to include executed BT and correct account information
16. Attach Revised Exhibit 5 CIP Information Sheet to correct department name and scriveners' error
17. Place revised agreements On File to reflect all changes adopted by Council
18. Include Council Auditor's Office in all audit rights provided to the City throughout all On File documents
19. Authorize technical changes and scrivener errors to be corrected in the bill and all On File documents