

HAZOURI & DEFOOR AMENDMENT #1

Council Members Hazouri and DeFoor offer the following amendment to File No. 2020-648:

- (1) Amend Amendment No. 15 to the Jaguars Lease to include a liquidated damages provision in the event the team should relocate from the City. The amount of liquidated damages is tied to the current bond debt related to the stadium, that as of October 1, 2020 is the amount of \$152,010,000. The covenant is for the Jaguars not to relocate through October 1, 2047, which is the final maturity date of the bonds. The amount of the liquidated damages payable to the City reduces over time as the team is responsible for paying the then current outstanding debt, which reduces over time as the City pays down the debt;
- (2) On **page 7, line 27, and page 11, lines 7, 9, 13, 16-17, 19-20, and 27, strike "On File" and insert "Revised On File"**;
- (3) Remove **On File** document and replace with a **Revised On File** document, which revises Amendment No. 15 to the Jaguars Lease to include a liquidated damages provision as stated above and as noted in **Attachment A**;
- (4) The Office of General Counsel is authorized to make all necessary changes to the On File documents and to 2020-648 consistent with the changes set forth herein to effectuate the Council's action;
- (5) On **page 1, line 1**, amend the introductory sentence to add that the bill was amended as reflected herein.

Form Approved:

Office of General Counsel

Legislation Prepared By: Margaret M. Sidman

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ATTACHMENT A

5. Liquidated Damages. Although the City does not have any right to operate JJJL or the team, the Parties also recognize, agree, and stipulate that the financial, civic, and social benefits to the City from the presence of the team and the playing of its NFL Home Games in the Stadium are great, but that the precise value of those benefits is difficult to quantify due to the number of citizens and businesses that rely upon and benefit from the presence of the Team in the City. Accordingly, the magnitude of the damages that would result from a Specified Relocation Default would be significant in size but difficult to quantify including damages to the finances of the City. Therefore, the parties agree that upon the occurrence of a Specified Relocation Default (defined below), including any such default arising pursuant to the provisions of Section 365(g) of the United States Bankruptcy Code or similar provision of any successor thereto, the City will be entitled to recover from JJJL, as liquidated damages and not as a penalty, an amount equal to the result of the sum of (i) the outstanding principal amount of the bonds issued by the City related to Stadium improvements as set forth on Exhibit C attached hereto, minus (ii) the amount of scheduled principal payments on such bonds (whether or not such payments are actually made) pursuant to the debt service payment schedule set out in the applicable bond ordinance (or other applicable definitive documentation) at the time of the issuance of the bonds, as determined on the date such liquidated damages are deemed payable, plus (iii) accrued and unpaid interest (excluding any default interest), fees and expenses in respect of the bonds as of the date such liquidated damages are deemed payable, which amount is hereby stipulated to be reasonable estimated damages for JJJL’s failure to play its home games at the Stadium from the Effective Date hereof through October 1, 2047 (a “Specified Relocation Default”).

The parties hereby acknowledge that they have negotiated the above amounts in an attempt to make a good faith effort in quantifying the amount of damages due to a Specified Relocation Default despite the difficulty in making such determination. Accordingly, in the event the City collects the above-referenced liquidated damages then the City hereby waives any right to collect, seek or claim any additional monetary damages, including any lost or prospective profits, or for any other special, indirect, incidental, consequential, exemplary or punitive damages. The provisions of this Section 5 shall supersede the provisions of Section 4.C. of the Lease. This Section 5 shall survive the expiration or termination of the Lease.

Exhibit C

City Bonds Issued

Stadium-related Debt Outstanding

as of 10/1/2020

<u>Borrowing</u>	<u>Remaining Outstanding</u>	<u>Purpose</u>	<u>Final Maturity</u>
Capital Improvements 2012	\$ 75,750,000	Stadium Bonds	10/1/2030
SRB 2017 Series A	20,285,000	Scoreboard Infrastructure	10/1/2037
SRB 2017 Series A	37,735,000	Flex Field/Amphitheater	10/1/2047
SRB 2020 Series A	4,500,000	Stadium Building Systems*	10/1/2041
SRB 2020 Series A	240,000	Stadium WiFi	10/1/2021
Short-term Debt	13,500,000	Scoreboard Electronics	10/1/2031
	<u>\$ 152,010,000</u>		

* Approximately 5.29% of New Money GF Projects