DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is made as of [_____], 2020 (the "**Effective Date**"), among the **CITY OF JACKSONVILLE**, a consolidated municipal and county political subdivision of the State of Florida (the "**City**"), the **DOWNTOWN INVESTMENT AUTHORITY**, a community redevelopment agency on behalf of the City (the "**DIA**"), and **JACKSONVILLE I-C PARCEL ONE HOLDING COMPANY, LLC**, a Delaware limited liability company (the "**Developer**").

ARTICLE I

PRELIMINARY STATEMENTS

Section 1.1. Definitions and Incorporation of Preliminary Statements. Capitalized terms used and not defined in these Preliminary Statements or elsewhere in this Agreement shall have the meanings given to them in Article II of this Agreement. The preliminary statements set forth in this Article I are ~~accurate, correct and true and~~ incorporated herein by this reference.

Section 1.2. Developer. The Developer is a joint-venture between Gecko Investments Florida, LLC, a Delaware limited liability company, and Jacksonville I-C Parcel One Holding Company Investors, LLC, a Maryland limited liability company.

Section 1.3. Purpose. The purpose of this Agreement is to implement the Master Development Plan for the Property and to provide for the development of the Property and the acquisition (by deed and/or lease) of portions of the Property by the Developer Subsidiaries and to achieve the goals set forth in Section 1.8(a) hereof. The purpose of the Project, which will be developed in phases as determined by the Developer, is to create a transformational new neighborhood in downtown Jacksonville that will attract events of regional, national and international significance and serve as a catalyst for further downtown development. The Property is described on **Exhibit "A"** attached hereto and such description is subject to revision as provided in this Agreement. The City owns fee title to the Property and currently leases and licenses portions of the Property to Jacksonville Jaguars, LLC, a Delaware limited liability company (the "**Jaguars**") pursuant to that certain lease agreement, as amended, supplemented or otherwise modified from time to time, dated September 7, 1993 ("**Existing Lease Agreement**").

Section 1.4. Approval. The DIA was created by the City Council of the City of Jacksonville pursuant to Ordinance 2012-364-E. Pursuant to Chapter 163, Florida Statutes, and Section 55.104, Ordinance Code, the DIA is the sole development and community redevelopment agency for Downtown, as defined by Section 55.105, Ordinance Code and has also been designated as the public economic development agency as defined in Section 288.075, Florida Statutes, to promote the general business interests in Downtown. The DIA joins this Agreement solely for the purpose of providing the REV Grant authorized herein pursuant to its Resolution 2020-___-___ ("**Resolution**") and the City Council has authorized execution of this Agreement pursuant to City Ordinance 2020-648-E (the "**Ordinance**").

Section 1.5. Reserved.

Section 1.6. Reserved.

Section 1.7. Developer. The City concluded that the Developer and its Affiliates possess the master planning expertise, development and redevelopment experience, marketing relationships, experience with end users, financial ability and execution capabilities to best assist the City in the implementation of the Master Development Plan to achieve the parties' vision for the Property.

Section 1.8. City/DIA Determinations.

(a) The City has determined that the Project is a governmental undertaking of the City for municipal purposes, is being developed by the Developer, which is a nationally recognized leader in the industry, particularly as it relates to the development of other Live! Districts, which serve as the premier gathering place for concerts, festivals, sports-watch parties and community events and is consistent with the goals of the City to enhance the image of the City on a nationwide basis by providing business, history, culture, education, and entertainment activities. In accordance with the terms of this Agreement, the City has further determined that the Project will, among other things:

(i) increase capital investment and economic development in Downtown Jacksonville, particularly in light of the deleterious impacts of the COVID-19 pandemic and further enhance the development of tourism and hospitality related business activity in Downtown Jacksonville, provide service in connection with the sports and entertainment complex, which includes the TIAA Bank Field, the Prime F. Osborn III Convention Center, and other area attractions, and retain an existing professional football business enterprise in Downtown Jacksonville;

(ii) afford the City the maximum opportunity, consistent with the sound needs of the City as a whole, to enhance the rehabilitation and/or redevelopment and restore the social and economic productivity of the Downtown Northbank Community Redevelopment Area, and the hereinafter defined Enterprise Zone and Brownfields Area and will benefit the residents of the City and the State as a whole and is of critical importance to the City and the State;

(iii) generate significant new ad valorem taxes, including significant new tax revenues for the public school system;

(iv) help meet the overall community goal of residential and business development and growth in Downtown Jacksonville by enhancing and preserving the purchasing power and employment opportunities for the residents of the City and the State, and improving the welfare and competitive position of the City and the State;

(v) promote and encourage expected private capital investment of approximately $229,000,000;

(vi) create new, City-owned assets with an expected value of approximately $190,800,000;

(vii) provide much-needed support to local-owned businesses, especially minority- and woman-owned entities who have been disproportionately affected by the COVID-19 pandemic; and

(viii) satisfy an existing need in Downtown Jacksonville for, among other things: (A) environmental remediation, parking, public art, and other infrastructure; (B) retail, restaurant, service, office, and other commercial space; (C) residential units; and (D) hotels.

(b) The DIA has determined that the Project is consistent with the following North Bank Downtown Plan Redevelopment Goals and Strategic Objectives:

(i) Goal 1. Reinforce Downtown as the City's unique epicenter for business, history, culture, education, and entertainment by increasing the opportunities for employment within Downtown; and supporting the expansion of entertainment, restaurant and retail/commercial within proximity to adjacent residential redevelopment.

(ii) Goal 3. Simplify the approval process for Downtown development and improve departmental and agency coordination.

(iii) Strategic Objectives. Initiate public/private partnerships and provide publicly-owned land and building space for public and private development, which will support and strengthen Downtown's commercial and residential base and comply with the other Redevelopment Goals.

(c) The City and the DIA have determined that the development and utilization of the Property pursuant to this Agreement and the fulfillment of the terms and conditions of this Agreement in general are in the best interest of the City and the health, safety, morals and welfare of the City's residents, and are in accord with the public purposes and provisions of applicable federal, state and local laws and requirements, including, without limitation, sections 125.045, 163.345, 290.002, and 376.78, Florida Statutes.

Section 1.9. Developer Improvements. The Developer has submitted a proposal to construct and develop, through Developer Subsidiaries, certain improvements (each such improvement, a "**Developer Improvement**", and collectively, the "**Developer Improvements**") and the Infrastructure Improvements, all as part of the Master Development Plan for the Property in accordance with the conceptual plans attached hereto as **Exhibit "B"**. The current list of the Developer Improvements that are contemplated to be constructed on the Property are attached as **Exhibit "C"**. The Developer Improvements, the Infrastructure Improvements and the Master Development Plan are each subject to modification by the Developer in accordance with the provisions of Section 3.3 hereof.

Section 1.10. Project. The Project will consist of the following uses: (i) the Infrastructure Improvements, including the filling in and paving of the Storm Water Detention Pond Area to create surface parking with a minimum of 600 parking spaces; (ii) two (2) luxury mid-rise residential buildings with approximately 350 units cumulatively, with a minimum of 600 parking spaces integrated into the buildings, (iii) the Live! Component, including a minimum of 75,000 square feet of retail, service, restaurant and other commercial space, portions of which will be located at street level in the residential and hotel buildings, and a minimum of ~~40,000~~35,000 square feet of office space and (iv) an upscale hotel with approximately 150 to 250 rooms. The components described in (i)-(iv) hereof, all as more particularly described in the Master Development Plan, are hereinafter collectively called the "**Project**").

Section 1.11. Maximum Indebtedness. The maximum indebtedness of the City for all fees, grants, loans, reimbursable items or other costs pursuant to this Agreement shall not exceed the sum of TWO HUNDRED THIRTY-THREE MILLION THREE HUNDRED THOUSAND AND NO/100 DOLLARS ($233,300,000.00); provided, however, this limitation does not apply to any liability of the City for an Event of Default by the City hereunder.

Section 1.12. Developer Obligations. As between the City/DIA and the Developer, the Developer will be responsible for managing the construction of all aspects of the Project, and for all costs of the Project, other than those costs that are the City's responsibility expressly set forth herein. Pursuant to Section 6.7 hereof, the Developer will cause each of the Guarantors to deliver to the City the Completion Guaranty guaranteeing the lien-free completion of the Project that is conditioned upon the City and the DIA timely complying with its respective obligations~~ under this Agreement. The City's obligation to make Disbursements under this Agreement is expressly conditioned upon the timely and faithful performance by the Guarantors of their respective obligations under each Completion Guaranty and the continued compliance of the Guarantors with all terms and conditions of each Completion Guaranty. During any period in which a default by any Guarantor under a Completion Guaranty has occurred and is continuing, after the expiration of applicable notice and/or cure periods, the City shall have the right to withhold any Disbursements~~ under this Agreement. In the event a Completion Guaranty is terminated by any Guarantor for any reason other than the Substantial Completion of any Component of the Project or an Event of Default by the City, this Agreement shall automatically become null and void and shall be of no further force or effect. The immediately preceding sentence shall not apply to the replacement of a Guarantor with a Substitute Guarantor in accordance with the provisions of the Completion Guaranty.

Section 1.13. Location. The Project is located within: (a) the Downtown Northbank Community Redevelopment Area approved by Resolution 81-424-194, Ordinance 81-562-240, and 2000-1078-E, all of which is described in Chapter 656 (Zoning Code), Part 3 (Schedule of District Regulations), Subpart H (Downtown Overlay Zone and Downtown District Regulations), Section 656.361.2 (Downtown Overlay Zone Map and Boundaries), Ordinance Code **[confirm cites]**; (b) the Jacksonville Enterprise Zone EZ-1601 (the "Enterprise Zone") approved by Resolution 94-493-117, Resolution 95-325-94, and Resolution 95-326-95 and has enacted Ordinance 95-317-213 (collectively, the "Enterprise Zone Legislation") all of which have resulted in official state designation of the Enterprise Zone on June 21, 1995, creation of the City's Enterprise Zone Development Agency, and approval and adoption of a Strategic Plan for

the Enterprise Zone, all pursuant to and as provided in F.S. Ch. 290; and (c) the City's designated "Brownfields Area," which is the same as the Enterprise Zone.

ARTICLE II

DEFINITIONS

The following terms are used herein with the following meanings:

"**Additional City Infrastructure Contribution**" is defined in Section 11.2 hereof.

"**Affiliate,**" with respect to any Person (the "**Specified Person**") means any Person (1) who directly or indirectly controls, or is controlled by, or is under common control with such Specified Person; (2) who directly or indirectly beneficially owns or controls twenty-five percent (25%) or more of the beneficial ownership (voting stock, general partnership interests, membership interests or otherwise) of such Specified Person; or (3) twenty-five percent (25%) or more of the beneficial ownership (voting stock, general partnership interests, membership interests or otherwise) of whom is owned, directly or indirectly, by the Specified Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, through the ownership of voting securities, partnership interests, membership interests or otherwise.

"**Annual Project Revenues**" is defined in Section 14.4 hereof.

"**Assignment and Assumption Agreement**" is defined in Section 16.3 hereof.

"**BSRA**" means that certain Brownfield Site Rehabilitation Agreement entered into between Jacksonville I-C Parcel One Holding Company, LLC and the FDEP dated December 11, 2019.

"**Budget**" means the budget for the Infrastructure Improvements and the Live! Component as prepared by the Developer and approved by the City Representative and Construction Inspector (such approval not to be unreasonably withheld or delayed), as it may be amended from time to time, provided that the approval of the City Representative and Construction Inspector shall be required for any change in the amount of a line item in the previously approved Budget that exceeds 10%.

"**City Council**" means the body politic (as the same shall be from time to time constituted) charged with governing the City.

"**City Defeasance Trust**" means the trust into which the Developer shall cause the Developer Members to make deposits to repay the City Loan in accordance with Section 10.1(c) hereof.

"**City Funds**" is defined in Section 7.1 hereof.

"**City Infrastructure Contribution**" is defined in Section 11.2 hereof.

"**City Loan**" means each loan made by the City to the Developer Members and the City Defeasance Trust, as co-borrowers, in connection with the Non-Public Costs for a Developer Improvement, the terms of which are to be documented as provided for in ARTICLE X hereof.

"**City Loan Advance**" is defined in Section 10.1(a) hereof.

"**City Loan Documents**" shall mean, with respect to each City Loan, (i) a Trust Agreement of the City Defeasance Trust in substantially the form attached hereto as "**Exhibit D-1**", (ii) a Loan Agreement in substantially the form attached hereto as "**Exhibit D-2**", (iii) a Pledge and Collateral Agreement in substantially the form attached hereto as "**Exhibit D-3**", and (iv) a Promissory Note in substantially the form attached hereto as "**Exhibit D-4,**" together with all other documents evidencing, securing or otherwise executed in connection with such City Loan, consistent with ARTICLE X hereof. Notwithstanding anything herein or in the City Loan Documents, the terms of this Agreement shall control any inconsistent or conflicting provision in the City Loan Documents.

"**City Loan Program**" means the program for the administration of the contribution of funds, the investing of funds and the repayment of the City Loan.

"**City Manager**" means the Chief Administrative Officer of the City.

"**City Representative**" is defined in Section 19.21 hereof.

"**Closing**" means with respect to the Infrastructure Improvements and/or any Developer Improvement(s), the execution of all documents necessary to meet the conditions precedent to Closing specified in ARTICLE VI hereof, including, with respect to any Developer Improvement, the transfer of Conveyed Property and/or execution of the Live! Lease in accordance with ARTICLE VI hereof.

"**Closing Date**" means the date a Closing occurs with respect to the Horizontal Infrastructure Improvements, the Vertical Infrastructure Improvements and/or one or more Developer Improvements, following satisfaction or waiver of all conditions precedent to such Closing set forth in this Agreement.

"**Closing Documentation**" is defined in Section 6.7(a) hereof.

"**Commencement of Construction**" means, with respect to the Horizontal Infrastructure Improvements, the Developer Improvements and the Vertical Infrastructure Improvements, the receipt of all Regulatory Approvals , and when the Developer has begun physical material construction (e.g., site demolition and land clearing with respect to the Horizontal Infrastructure Improvements and the pouring of footers with respect to the Developer Improvements and the Vertical Infrastructure Improvements). Notwithstanding anything to the contrary contained in this Agreement, work performed by Developer pursuant to Section 5.4 hereof shall not be deemed the Commencement of Construction.

"**Completion Guaranty**" means a completion guaranty provided by the Guarantors to the City guaranteeing lien-free Substantial Completion of the Project, the form of which is attached hereto as **Exhibit "F"**. Pursuant to the terms of the Completion Guaranty, (i) the liability of the Guarantors shall be joint and several with respect to the Project other than the Hotel Component, and (ii) K2TR Family Holdings 2 Corp., a South Dakota corporation, shall be the sole guarantor with respect to the Hotel Component. The obligations of a Guarantor pursuant to a Completion Guaranty may be assigned to a substitute Guarantor pursuant to the terms of such Completion Guaranty. The duly executed Completion Guaranty shall be delivered by the Guarantors to the City prior to the Commencement of Construction on the Horizontal Infrastructure Improvements.

"**Component**" means each of the Horizontal Infrastructure Improvements, the Vertical Infrastructure Improvements, Live! Component, the Hotel Component and/or the Mixed-Use Component.

"**Condominium Documents**" is defined in Section 5.3(e) hereof.

"**Contractor Litigation"** is defined in Section 8.9(d) hereof.

"**Construction Documents**" means all construction, engineering, architectural and other design professional contracts and subcontracts, all change orders, all Governmental Approvals, the Plans and Specifications, and all other drawings, budgets, bonds and agreements relating to the construction of the Infrastructure Improvements and the Live! Component.

"**Construction Inspector"** is defined in Section 9.2 hereof.

"**Conveyed Property**" means that portion of the Property, more particularly described in **Exhibit "G",** scheduled to be conveyed to the applicable Developer Subsidiary pursuant to this Agreement. The Developer shall have the right to modify the Conveyed Property from time to time.

"**Cost Overruns"** is defined in Section 8.8 hereof.

"**DDRB**" means the City of Jacksonville Downtown Development Review Board.

"**Design Professional**" means the engineers, architect, or other professional consultants of record retained by the Developer or Developer Subsidiary providing technical advice in accordance with the terms of the Agreement. The Work may be performed on a design-build basis, in which case the Design Professional and General Contractor shall be one and the same.

"**Developer Improvement**" is defined in Section 1.9 hereof.

"**Developer Members**" means each of Jacksonville I-C Parcel One Holding Company Investors, LLC and Gecko Investments Florida, LLC, as members of the Developer and, together with the City Defeasance Trust, co-borrowers on the City Loans.

"**Developer Subsidiary**" means a limited liability company formed by the Developer for the purposes of owning (or leasing) and developing a Developer Improvement or performing the Infrastructure Improvements. Developer anticipates that there will be a separate Developer Subsidiary for each Component. The owner of the Hotel Component shall be deemed to be a Developer Subsidiary regardless of whether it was formed by the Developer or is a subsidiary of the Developer.

"**Development Rights**" is defined in Section 5.1(a) hereof.

"**Direct Costs**" means Project Costs that Developer or a Developer Subsidiary actually incurs in connection with the Infrastructure Improvements, Live! Component, Hotel Component and/or the Mixed-Use Component; provided, however, that all such work as to the Infrastructure Improvements and the Live! Component to be owned by the City must be procured in compliance with Section 287.055, Florida Statutes and is subject to the review and approval of the City Director of Public Works or his designee and the Construction Inspector. Direct Costs shall be deemed to include an amount equal to seven and one-half percent (7.5%) of all other Direct Costs in the aggregate for the home office general and administrative internal expenses and staffing of Developer, regardless of whether paid to Developer, a Developer Subsidiary or a member thereof; provided, however, that no City Funds shall be used to pay any such internal expenses.

"**Disbursement**" means any disbursement of City Funds, including any City Loan Advance and any disbursement for Public Costs.

"**Disbursement Request**" means any Disbursement Request - Public Costs or Disbursement Request - Non-Public Costs.

"**Disbursement Request - Non-Public Costs**" is defined in Section 8.3 hereof.

"**Disbursement Request - Public Costs**" is defined in Section 8.2 hereof.

"**Disposition**" shall mean a sale, lease, assignment, or other transaction by which all or a part of the Developer's interest in the Project is passed on to another Person; but such term shall not include a transfer to a Developer Subsidiary, Leases, Mortgages or transfers resulting from a foreclosure or deed in lieu of foreclosure of a Mortgage.

"**Downtown DRI**" means the City of Jacksonville Consolidated Downtown Development of Regional Impact Development Order.

"**Event of Default**" means any default by a party to this Agreement in the performance of any material obligation imposed upon it ~~under this Agreement, including any default by a party in the performance of their obligations under the Completion Guaranty, the Live ! Lease, the City Loan Documents, the Parking Agreement or any other document contemplated~~ under this Agreement and the failure by such party to cure such default in accordance with Section 15.1 hereof.

"**Existing Lease Agreement**" is defined in the Preliminary Statements to this Agreement.

"**Facility Capital Fund**" means the account established pursuant to Section 12 of the Live! Lease, defined as the "Facility Capital Fund" therein.

"**FDEP**" means the State of Florida Department of Environmental Protection.

"**General Contractor**" means the contractor(s) retained by the Developer or Developer Subsidiary as the general contractor for all or any portion of the Project.

"**Governmental Approvals**" is defined in Section 9.5(d) hereof.

"**Guarantors**" means The Cordish Family I, LLC, an Alaska limited liability company, and K2TR Family Holdings 2 Corp., a South Dakota corporation. Prior to the delivery of the Completion Guaranty to the City, (a) at the election of Developer, without the need to request or obtain the consent of the City, the Developer may replace The Cordish Family I, LLC with another Person as a Guarantor provided that Person is directly or indirectly owned or controlled by David S. Cordish, Jonathan A. Cordish, Blake L. Cordish and/or Reed S. Cordish~~, provided the City consents to such replacement, which consent shall not be unreasonably withheld if the Developer or such Person has provided to the City evidence of financial capacity of such Person in form and substance satisfactory to the City, in its reasonable discretion, that demonstrates that such Person has a tangible net worth of at least Fifty Million Dollars ($50,000,000.00)~~; and (b) at the election of Developer, the Developer may replace K2TR Family Holdings 2 Corp. with a Person as a Guarantor provided the City consents to such replacement, which consent shall not be unreasonably withheld if the Developer or such Person has provided to the City evidence of financial capacity in form and substance satisfactory to the City, in its reasonable discretion, that demonstrates that such Person has a ~~tangible~~then-current net worth of at least ~~One~~Two Hundred ~~Seventy~~Twenty-Nine Million Dollars ($~~179,000,000.00).~~ 229,000,000.00).

"**Horizontal Infrastructure Improvements**" means the portion of the Infrastructure Improvements described on **Exhibit "H"** as the "Horizontal Infrastructure Improvements," including (i) environmental remediation, (ii) filling the pond on the Storm Water Detention Pond Area, (iii) creating the Surface Parking Lot on the Storm Water Detention Pond Area, (iv) compacting soil sufficient to create building pads, (v) installing the road and plaza system on the Property (but not the final paving or finishes), including the curbs, and (vi) relocation and installation of utilities and storm water management systems.

"**Hotel Component**" means the Developer Improvement consisting of an upscale hotel with approximately 150 to 250 rooms available to the public.

"**Hotel Grant"** is defined in Section 14.7 hereof.

"**Infrastructure Improvements**" means generally, those infrastructure improvements set forth on **Exhibit "H"**, consisting of the Horizontal Infrastructure Improvements and the Vertical Infrastructure Improvements, which will be modified as necessary to support the Developer Improvements as determined by the Developer from time to time. Infrastructure Improvements includes improvements to the parking lots owned by the City that are located in the sports and

entertainment complex that are approved by the City. All Infrastructure Improvements will be owned by the City.

"**Lease**" means a lease, license or other occupancy agreement for all or part of a Developer Improvement. The Live! Lease is not a Lease.

"**LED Screen**" means, collectively, one or more flat panel displays, dynamic signs and/or video screens, with associated sound systems, structural supports, towers, lighting and related facilities. The LED Screen shall be owned by the City as part of the Vertical Infrastructure Improvements and/or the Live! Component, and maintenance and operation of the LED Screen shall be as set forth in the Live! Lease.

"**Live! Component**" means the Developer Improvement consisting of an entertainment, retail, bar and restaurant complex known as the Live! facility, including a minimum of 75,000 square feet or more of retail, restaurant, service and other commercial space, portions of which will be located at street level in the residential and hotel buildings, and a minimum of ~~40,000~~35,000 square feet of office space to be located on the portion of the Property that is subject to the Live! Lease.

"**Live! Lease**" means the lease agreement for the portion of the Property identified as the "Live!" component on the Master Development Plan, between the City, as lessor, and a Developer Subsidiary, as lessee, substantially in the form attached hereto as **Exhibit "I"**.

"**Lots M, N and P**" means the property labelled as such on **Exhibit "J"**.

"**Master Development Plan**" shall mean the conceptual plans for a mixed-use development located on the Property consisting of the Project, attached hereto as **Exhibit "B",** which plans shall be deemed to be final with respect to each Component as of the related Closing Date unless modified in accordance with the provisions of Section 3.3 hereof.

"**Mixed-Use Component**" means the Developer ~~Improvements as more particularly described in Section 1.9 hereof and on Exhibit "C" attached hereto~~Improvement(s) consisting of two (2) luxury mid-rise buildings with a minimum of 350 residential units in the aggregate, which shall be constructed with a minimum of 600 parking spaces located in one or more Parking Garages constructed as part of such buildings (provided, however, the Parking Garages ~~and/or street parking~~ shall constitute Vertical Infrastructure Improvements hereunder). ~~[NTD – Compare definition and use of Mixed-Use Component versus Developer Improvements]~~

"**Mortgage**" is defined in Section 17.1 hereof.

"**Mortgagee**" is defined in Section 17.1 hereof.

"**Non-Public Costs**" means all Project Costs of a Developer Improvement that are not Public Costs.

"**Parking Agreement**" or "**Parking Agreements**" means, as applicable, a Parking Agreement between the City, the Developer, and the Parking Operator for: (i) the Surface Parking Lot; (ii) one or more Parking Garages, and (iii) Lots M, N and P incorporating the terms set forth in ARTICLE XII hereof.

"**Parking Garage**" means all structured parking garages located on the Property.

"**Parking Operator**" means the entity that manages parking on behalf of the Stadium within the City's sports and entertainment facilities.

"**Party**" or "**Parties**" means the Developer, DIA and the City.

"**Permitted Exceptions"** is defined in Section 6.1 hereof.

"**Person**" means any individual, corporation, firm, limited liability company, partnership, trust, association, joint venture or other entity of any nature.

"**Plans and Specifications**" means the plans and specifications for the Infrastructure Improvements and the Live! Component as prepared by the Developer and approved by the City in its regulatory capacity.

"Project" is defined in Section 1.10 hereof, and includes the Infrastructure Improvements, the Live! Component, the Mixed-Use Component and the Hotel Component.

"**Project Costs**" means all costs paid or payable in connection with the Project. Such costs include, but are not limited to, the following: (a) costs of all due diligence, including studies, surveys, plans, reports, tests and specifications; (b) professional service costs, including, but not limited to engineering, legal, architectural, construction, marketing, financial, planning or special services; (c) costs of environmental remediation; (d) costs of demolition of buildings and the clearing and grading of land; (e) cost of preparing plans and specifications for each Component; (f) cost of procuring all entitlements, building permits and licenses concerning the development and operation of a Component; (g) the cost of constructing, fixturing and opening each Component; (h) market rate leasing commissions paid or payable with respect to the leasing of space in a Component, (i) an amount equal to 7.5% of all Direct Costs paid, payable or accrued with respect to each Component in the aggregate for the home office general and administrative internal expenses and staffing of Developer; (j) market rate financing costs and fees paid or payable with respect to each Component; (k) the costs of privately and publicly owned improvements, including but not limited to grading work, subgrade treatment and preparation, signage, pylons signs, parking lots, parking lot lighting, striping, landscaping, irrigation, utilities, and construction; (l) costs of construction engineering inspection; (m) costs of stormwater credits at current value; (n) the cost of staff of Developer and its Affiliates who are involved with the development, construction and opening of each Component; and (o) marketing, pre-opening, and grand opening costs associated with each Component. Project Costs, including, but not limited to the items described in the second sentence of this paragraph, shall also include all costs paid or payable in connection with improvements made to the parking lots located in the Entertainment District, provided that all of the provisions of this Agreement concerning

Horizontal Infrastructure Improvements and Vertical Infrastructure Improvements, such as approval of budgets and compliance with city and state procurement requirements, are complied with by Developer when making such improvements and incurring such costs.

"**Property**" means the real property commonly referred to as parking lot J and the Storm Water Detention Pond Area immediately to the west thereof, described in **Exhibit "A"**, and any portion or subdivision thereof.

"**Public Costs**" means Project Costs incurred in connection with completing the Infrastructure Improvements and any portion of a Developer Improvement that is associated with an interest in land held or to be held by the City or an improvement completed for and owned by the City, including but not limited to the property subject to the Live! Lease.

"**Reconciliation Date**" shall mean the date which is 42 months following Commencement of Construction on the Mixed-Use Component or the Hotel Component, whichever is later.

"Regulatory Approvals" means all approvals required by any City department or agency, or pursuant to any City ordinance, code, regulations or any other governmental approval, including but not limited to those portions of the Downtown Overlay contained in the Ordinance Code which requires the City and/or DDRB review and approval for any and all building or site development permits, development orders, vertical construction, horizontal construction and any other development of the Property which would normally be required to commence construction of the applicable portion of the Project.

"**Remediation"** is defined in Section 13.7 (a) hereof.

"**Residential Parking Garage**" means any Parking Garage located within the buildings that are constructed as part of the Mixed-Use Component.

"**Required Percentage"** is defined in Section 10.1(c) hereof.

"**Restrictive Covenant**" means that certain Amended and Restated Declaration of Restrictive Covenant between the City and FDEP affecting a portion of the Property, dated January 16, 2020.

"**REV Grant"** is defined in Section 14.1 below.

"**SJRWMD**" means the St. Johns River Water Management District.

"**Stadium**" means the National Football League stadium located in downtown Jacksonville, Florida that is, on the Effective Date, known as TIAA Bank Field.

"**Storm Water Detention Pond Area**" means a portion of the Property described in **Exhibit "A"** as the "Storm Water Detention Pond Area."

"**Substantial Completion**" means, with respect to each Component, that all Work to be performed is substantially complete, as evidenced by a certificate of substantial completion on AIA Form G-704 (or the substantial equivalent thereof) from the Design Professional, evidencing that such Component is substantially complete, and, with respect to the Mixed-Use Component, the Hotel Component, and the Live! Arena to be constructed as part of the Live! Component, a temporary certificate of occupancy has been obtained (except with respect to any space to be occupied by a Tenant). Substantial Completion shall be deemed achieved even though commercially reasonable punch list items (such as completion of sidewalks, final asphalt topping and insubstantial construction work) and landscaping of the Work are substantially, but not fully, completed.

"**Supporting Documentation"** is defined in Section 8.2(a) below.

"**Surface Parking Lot**" has the meaning ascribed in Section 12.1 below.

"**Tenant**" means any tenant, licensee or other occupant of a Developer Improvement.

"**Tenant Improvements**" means any tenant improvements, buyer selections or other work done by or on behalf of a Tenant to prepare space in a Developer Improvement for such Tenant's use or occupancy.

"Verified Direct Costs" means the Direct Costs actually incurred by Developer or a Developer Subsidiary for Work in place as part of the Infrastructure Improvements**,** as certified by the Construction Inspector, not more frequently than monthly, pursuant to the provisions of this Agreement.

"**Vertical Infrastructure Improvements**" means the portion of the Infrastructure Improvements described on **Exhibit "H"** as the "Vertical Infrastructure Improvements," including (i) sidewalks, (ii) final paving and finishing of the roads and plazas, (iii) landscaping, (iv) wayfinding and directional signage, (v) the Parking Garages and any street parking that is included in the Project, (vi) public art, (vii) the LED Screen (except for any LED Screen that is constructed as part of the Live! Component), (viii) public spaces, and (ix) hardscaping.

"**Work**" means workmanship, materials and equipment necessary to this Agreement, and any and all obligations, duties and responsibilities necessary to the successful completion of the Project undertaken by Developer under this Agreement, including the furnishing of all labor, materials, and equipment, and any other construction services related thereto.

ARTICLE III
EXCLUSIVE MASTER DEVELOPER

Section 3.1. Exclusive Master Developer with City.

For and in consideration of the covenants of the Developer contained in this Agreement and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged and agreed by the parties, the City hereby appoints the Developer as the exclusive master developer of the Property and grants to the Developer the exclusive right: (i) to acquire or

lease the right, title and any interest of the City in and to the Property (exclusive of the Storm Water Detention Pond Area), including fee simple title in accordance with this Agreement; (ii) to develop the Property in accordance with applicable local, state, federal laws and regulations and this Agreement; and (iii) to obtain all permits, licenses and other governmental approvals as necessary to effectuate the Master Development Plan as the same may be amended in accordance with this Agreement. If authorized to do so by the Developer and with written notice to the City, a Developer Subsidiary may exercise the rights of the Developer granted by this paragraph in connection with a Developer Improvement.

Notwithstanding anything to the contrary herein, any approval granted by the City under this Agreement is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or agency, or pursuant to any City ordinance, code, regulations or any other applicable governmental approval, including but not limited to those portions of the Downtown Overlay contained in the City's Ordinance Code which requires the City and/or DDRB review and approval for any and all development permits, development orders, vertical construction, horizontal construction and any other development of the Property, which would normally be required to obtain said approval. Nor does any approval by the City pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

Section 3.2. Master Development Plan.

The Master Development Plan is attached hereto as **Exhibit "B"**. The Master Development Plan is subject to modification by the Developer in accordance with the provisions of Section 3.3 hereof.

Section 3.3. Amendment to the Master Development Plan.

The Parties acknowledge that the Master Development Plan is intended to provide general guidance for the development of the Property and shall remain flexible for the Developer to adapt to and meet market demand during the planning and pre-Closing period, thereby facilitating the success of the Project. Prior to the Closing, Developer shall have the right to modify the Master Development Plan from time to time, as the Developer deems necessary, to respond to and accommodate changes in the market, development and other conditions and factors, subject to the Developer's compliance with all applicable Regulatory Approvals and Governmental Approvals. After Closing, Developer may not add any new uses to the Master Development Plan without the applicable Regulatory Approvals which would normally be required to obtain said approval related to the proposed modification, provided, however, any such modifications may also result in a reduction of the Public Costs.

The Developer shall have the right, from time to time and any time prior to the Closing on any Component, to modify the Master Development Plan, provided, however, a Material Modification shall require the approval of the City Representative in addition to any applicable Regulatory Approvals and Governmental Approvals, including, without limitation, any required approvals by the DDRB. If the Developer desires to make a Material Modification to the Master Development Plan, it shall notify the City Representative in writing (by electronic transmission, and upon request by the City Representative, by hard copy) of such Material Modification and

provide the City Representative with a revised master development plan setting forth such Material Modification, and such other documentation as the City Representative may reasonably request regarding the proposed Material Modification. If the City Representative fails to object to any such Material Modifications after receipt of all reasonably requested documentation within ten (10) business days following notice thereof (or sooner, if requested by the Developer in such notice based upon Developer's reasonable determination that such shorter period is advisable to ensure timely completion of the applicable Developer Improvements), the City Representative shall be deemed to have approved the Material Modification for purposes of this Agreement. Notwithstanding anything herein to the contrary, nothing herein shall be interpreted or be deemed to be a waiver of any applicable Regulatory Approvals and Governmental Approvals.

The term "**Material Modification**" means any new use not contemplated by the current Master Development Plan, or a substantial change to any currently contemplated use. A "Material Modification" shall include without limitation any modification to the Live! Component – an entertainment, bar and restaurant complex planned for the Project - that results in the quality of such complex (as opposed to its size) being of a lesser overall quality when compared to the Live! complexes located, on the date hereof, in Philadelphia, Pennsylvania, St. Louis, Missouri and Arlington, Texas. The City acknowledges that each Live! complex is designed for its specific market. For example, a Live! facility located in a warm climate, such as Jacksonville, Florida, will have more outdoor areas then a Live! complex located in a colder climate, such as the Live! complex located in Philadelphia, Pennsylvania. It shall not be a Material Modification to replace a mid-rise multi-family residential tower with one or more high-rise multi-family residential buildings or to add additional floors of office space to the Live! Component.

ARTICLE IV
MARKETING

Section 4.1. Marketing.

(a) The City shall refer to the Developer any and all prospective land purchases, development offers and other indications of interest with respect to the Property.

(b) With respect to the Property, the Developer has the exclusive right to:

(i) Open offices and marketing centers on the Property;

(ii) Inform and entertain national, regional and local brokers and site selection consultants;

(iii) Conduct site tours with prospects and other interested parties;

(iv) Market proposals to prospects;

(v) Coordinate ground breakings, open houses, ribbon cutting events and other events celebrating the development;

(vi) Coordinate broker events and tours of the Property;

(vii) Develop, design and maintain marketing flyers, brochures, aerials, project locators, building photography and advertisements;

(viii) Develop and maintain a website, social media and other digital media for the Property or any portion thereof;

(ix) Develop and maintain prospect lists;

(x) Participate in industry conferences, trade shows and professional organizations and associations;

(xi) Prepare press releases;

(xii) Implement the Developer's marketing signage program at the Property, subject to applicable laws; and

(xiii) Selectively advertise and participate in direct marketing campaigns.

ARTICLE V
DEVELOPMENT AND GOVERNMENTAL APPROVAL AND THE PROPERTY

Section 5.1. Development Entitlements.

(a) Prior to the Commencement of Construction of the Horizontal Infrastructure Improvements, the DIA will have assigned to the Property the following development rights pursuant to the Downtown DRI (the "**Development Rights**"), all of which have been previously approved by the board of the DIA (the "**DIA Board**"):

Residential Units, Multi-Family: 500 units
Hotel: 250 rooms
Commercial: 200,000 square feet
Office: 50,000 Square feet

Upon notification to the Chief Executive Officer of the DIA, the above Development Rights may be converted by the Developer for use on the Property pursuant to "Table 1: Shipyards Land Use Transportation / Trade-Off Matrix" included in the Consolidated Downtown DRI Development Order. Upon the date that is the earlier of: (i) Substantial Completion of the Project; (ii) ten (10) years from the Effective Date of this Agreement; (iii) or upon the expiration or termination of this Agreement, any Development Rights unused in connection with the Project shall automatically revert to the DIA.

(b) The Developer is authorized to apply for any permits, entitlements, rezonings, comprehensive plan text and map amendments and any other land use applications and entitlements with respect to the Property as is necessary or desirable, and the City shall execute and deliver any owner's authorization or other documentation as may reasonably be required for the purposes of any such applications.

(c) If requested by the Developer or necessary to facilitate the Project, the City shall process, consistent with City policy and procedure, application(s) for rezoning(s), comprehensive plan amendments or similar items for the Property as is necessary to effectuate the development of the Property.

(d) Prior to the Commencement of Construction of the Horizontal Infrastructure Improvements, the City will have approved an amendment to the Existing Lease Agreement that removes the Property (except for the Storm Water Detention Pond Area) from the Existing Lease Agreement and adds the Storm Water Detention Pond Area to the Existing Lease Agreement.

Section 5.2. Other Governmental Permits. Prior to the commencement of any work by the Developer upon any portion of the Property, the Developer shall, at no expense to the City, secure or cause to be secured, any and all applicable permits, authorizations and governmental approvals which may be required by the City or any other governmental agency..

Section 5.3. City Obligations in Project Area.

(a) On the Closing Date with respect to any Developer Improvement(s), the City shall convey to the applicable Developer Subsidiary designated by the Developer, fee simple title to those portions of the Property that are the Conveyed Property that are necessary for each such Developer Improvement (as determined by the Developer). As of the date hereof, the Conveyed Property generally consists of the portions of the Property slated for development of the Project as shown on the Master Development Plan. The Conveyed Property, generally, does not include the Live! Component, the Surface Parking Lot, the streets, sidewalks and other public spaces within the Property, all of which shall continue to be owned by the City. Said conveyance is contingent upon approval by the Developer of any encumbrances that will remain on the Conveyed Property and is subject to the other terms and conditions contained herein.

(b) On the Closing Date, or such later date as determined by Developer, the City shall grant a Developer Subsidiary a perpetual easement to access and utilize the "Live! Plaza" to be constructed as part of the Infrastructure Improvements. The Developer and the City shall utilize an easement agreement in substantially the form attached hereto as **Exhibit "O"**.

(c) In connection with the development and construction of the Project (and any reconstruction, remodeling or renovation of same), if requested by the Developer, the City shall, in its sole discretion, grant the Developer and the applicable Developer Subsidiary a temporary easement or license, at no cost or expense, to stage construction on the public rights-of-ways located within, adjacent or otherwise proximate to the Property. The City will in good faith, based on City policies and procedures uniformly applied across the City, while taking in the safety and traffic flow needs of the Sports and Entertainment District, accommodate any such reasonable request by the Developer.

(d) Consistent with all City ordinances, policies and procedures as the same may be amended from time to time, the Developer and its designees may utilize the sidewalks and plazas located adjacent to each Developer Improvement that are part of the public rights-of-way for café seating and shall have the right to utilize the sidewalks, plazas, streets and parking areas for other purposes, including concerts, shows, events, fairs, kiosks, wayfinding, communications

equipment, stages and other activations. Developer may follow the process for approval from the City's public safety and events departments, currently outlined in the City's Ordinance Code, as the same may be amended from time to time, to facilitate (i) the closure of streets, sidewalks, parking areas and plazas located on the Property so that Developer or its designee may hold concerts, shows, fairs or events on such closed areas, and (ii) the restriction of access to such areas in order to comply with applicable liquor laws and regulations. Developer will provide the City with three templates for closure of the streets in the Project.

(e) Consistent with the requirements of Chapter 718, Florida Statutes, the Developer shall coordinate with the City to impose condominium regimes on a portion of the Conveyed Property designated for a Developer Improvement (any such condominium regimes shall herein collectively be called a "**Condominium**", and all documents creating such regimes shall hereafter be called the "**Condominium Documents**"). It is presently contemplated that the Mixed-Use Component will contain two condominium regimes, one for each mixed-use residential building. Each such regime will contain three condominium units, one of which will be comprised of the residential areas and owned by a Developer Subsidiary, and the other two of which will be owned by the City, to implement City ownership of a Residential Parking Garage and a portion of the Live! Component as provided in this Agreement. In each case, the Developer shall utilize Condominium Documents prepared by the Developer which shall contain terms consistent with the provisions of this Agreement, as reviewed and approved by the City in its reasonable discretion, such approval to be granted after any reasonable changes consistent with this Agreement requested by the City.

(f) The City's approval rights shall specifically relate to the real property submitted to the Condominium, the improvements included in each unit and in the common elements, governance of the condominium association (including the number of board members selected or elected by each of the City and the Developer), each unit's undivided share of the common elements of the Condominium, limits on condominium association assessments payable by the City, and provisions governing the results of termination of the Condominium. ~~It is anticipated that the applicable real property shall be conveyed to the Developer so that the improvements on the Property shall be constructed by the Developer, and the applicable units shall be conveyed to the City after such construction, and the City shall first record a document providing that the City shall have the first priority right to take back the Property if the Developer defaults in the construction of the Condominium, fails to timely convey the applicable units to the City, or the Developer otherwise defaults under this Agreement. Title to the two units to be owned by the City as set forth in this Section shall be subject only those title exceptions that encumbered the Conveyed Property at the time of the conveyance by the City to the Developer, except for the addition of the applicable Condominium Documents. The Developer shall be responsible for all costs and expenses associated with the reconveyance of the portion of the Conveyed Property to the City, including, but not limited to, any transfer taxes and the premium for tan owner's title insurance policy in an agreed upon insured value.~~ The applicable Developer Subsidiary shall be the declarant and the developer under the Condominium Documents, and the City shall have no warranty or other liability whatsoever for the construction or quality of the improvements on the condominium property. The Condominium Documents shall provide that (i) there shall be no amendments to the Condominium Documents without the prior written consent of the City, ~~(i~~such consent not to be unreasonably withheld, (ii) the City's undivided interest in the common elements shall be 0.10% and the City's share of normal assessments for common expenses shall

be limited to such percentage, and the City shall never have any liability for special assessments of the Condominium (provided, however, this Section 5.3 (f)(ii) shall not modify the obligations of the City under the Live! Lease or the Parking Agreement), (iii) notwithstanding anything to the contrary in the Florida Condominium Act, the Condominium Documents shall provide that in the event of any termination of the Condominium the ~~City shall own the underlying property and all improvements thereon, with no payment or compensation to the owners of the other units~~method of apportionment of the value of the property will be the respective value of the units based upon the fair market value of the units immediately prior to termination and any casualty affecting the units, determined by one or more appraisers selected by agreement of the unit owners, (iv) the City shall always be entitled to select or elect at least one member of the board of directors of the condominium association, and (v) in no event shall the residential units be submitted to individual condominium ownership or subdivided into additional condominium units for sale, use or occupancy by individual residents, it being the intent of the Parties that the residential units shall be owned one Person and shall be operated as a "for rent" apartments~~, and (vi) in the event the condominium association or owner of the residential unit does not properly maintain the common elements or its unit, the City shall have the right of self-help to cause the necessary maintenance or repairs, and shall have a first lien on the residential unit for the recovery of all costs, interest at a reasonable rate, and reasonable attorney's fees and enforcement costs, enforceable by foreclosure of such lien~~.

(g) Prior to recording any Condominium Documents and any mortgage affecting the condominium property, the City, as owner of the applicable property, shall record one or more instruments or one or more memorandums of certain terms of this Agreement (collectively, the "Memorandum of Agreement") providing that in perpetuity (i) the residential units or components of the Conveyed Property shall remain "for rent" apartments, and shall never be converted to condominium units~~, nor shall the residential units be the subject of a subsidiary condominium declaration nor subdivided into additional units, (ii) in the event of any termination of any condominium regime, fee simple title to the underlying real property and all improvements thereon shall become the sole property of the City without any payment or compensation to the unit owners other than the City, (iii) in no event shall any amendment be made to~~ (ii) the Condominium Documents shall provide that the Condominium Documents may not be terminated or amended without the prior written consent of the City, ~~and (iv~~such consent not to be unreasonably withheld, and (iii) the City, acting alone, may take any action it deems necessary so that the Memorandum of Agreement is not affected by the Florida Marketable Record Title Act or otherwise affected by any applicable statute of limitations or the rule against perpetuities.

(h) The Condominium Documents shall be recorded by the Developer no earlier than the date of conveyance of the applicable Conveyed Property (following such conveyance). Any Residential Parking Garage will be owned by the City and the condominium declaration related thereto will provide that the applicable Developer Subsidiary shall have the right to manage the Residential Parking Garages on the terms set forth in the Parking Agreement. To the extent a Developer Improvement contains a portion of the Live! Component, a condominium unit consisting of such portion of the Live! Component will be owned by the City and such portion of the Live! Component will be leased to a Developer Subsidiary pursuant to the Live! Lease. Such Developer Subsidiary shall have the right to master lease such portion of the Live! Component to another Developer Subsidiary, who will have the right to lease portions of such area to third party

tenants, consistent with the terms and conditions of the Live! Lease. The balance of the Developer Improvement that is not owned by the City will constitute a condominium unit and will be conveyed to a Developer Subsidiary.

(i) To the extent the Mixed-Use Component includes an elevated pedestrian bridge, overpass or walkway that connects the two residential buildings, the City shall grant a Developer Subsidiary a perpetual air-rights easement to construct, repair, replace, maintain and operate such elevated pedestrian bridge, overpass or walkway in substantially the form attached hereto as **Exhibit "P"**.

(j) The provisions of this Section 5.3 shall survive the Closing and the final Disbursement contemplated under this Agreement.

Section 5.4. Developer Right of Access.

Prior to the transfer of any portion of the Property or execution of the Live! Lease, the City hereby grants to the Developer, its employees, representatives, agents, contractors and consultants, without charges or fees, a right of and license to access the Property and all improvements thereon for the purposes of: (i) conducting due diligence studies relating to the Property and/or this Agreement, including obtaining data, preparing surveys and conducting any tests that Developer reasonably believes to be necessary, desirable or appropriate, including Phase I and Phase II environmental investigations, any geotechnical investigations, or any other similar investigations, remediation work related to the environmental condition of the Property; and (ii) performing clearing and grubbing and/or rough grading or any similar activities on all or any portion of the Property, provided such work is conduct in compliance with all applicable regulatory requirements, including but not limited to the Restrictive Covenant. Upon the City's request, the Developer shall provide copies of any of the test results of data obtained. The City shall have the right, but not the obligation, to accompany the Developer during such investigations, inspections and/or site work with reasonable prior notice to the Developer. For Phase I and Phase II environmental assessments, geotechnical assessments or other similar assessments conducted prior to this Agreement, at Closing the Developer is entitled to reimbursement from the City from the City Funds for all costs, fees and expenses incurred by it in connection with such assessments, with the exception of those costs that are eligible for annual tax credit reimbursement through the BSRA. Such payments will be made at Closing and shall be deemed a disbursement and/or application of a portion of the City Funds. Developer shall indemnify the City from and against all claims for personal injury or damage to property resulting from the activities of the Developer and its employees, representatives, agents, contractors and consultants pursuant to this Section 5.4; provided, however, that the foregoing indemnity shall specifically not include: (1) any consequential or punitive damages; (2) defects in the Property not caused by the Developer, including so called "stigma damages", or (3) any damages arising out of the gross negligence or willful misconduct of the City, or its employees, agents, representatives, contractors or tenants. The Developer will not be required to obtain and provide the City with payment and performance bonds in connection with any of the work performed pursuant to this Agreement, however, the Developer will cause the General Contractor for the Infrastructure Improvements and the Live! Component to provide payment and performance bonds for the benefit of the Developer and the City in accordance with applicable law.

The City hereby grants the Developer a license to undertake any invasive Phase II testing upon the Property and to cause all environmental remediation to be undertaken and completed (i.e., the removal and disposal of contaminated soils and the installation and maintenance of water monitoring wells) while the City retains title to the underlying land. The Developer agrees to indemnify, defend and hold harmless the City for any losses or claims arising from such activity to the extent arising from the Developer's actions in conducting such work in a manner that deviates from the standard of care customarily applicable to such work, provided, however, the cost of performing such testing, including the cost of all studies, plans and reports, constitute a Direct Cost. Any parking surface removed by Developer in connection with environmental testing or remediation work shall be promptly restored after such work is complete by the Developer as a Direct Cost as part of the Horizontal Infrastructure Improvements. In the event the Developer does not proceed with the Project, Developer shall restore the Property to its condition prior to any intrusive testing and remediation and in the event any clearing or grubbing occurred, Developer shall restore the Property to its condition prior to such work, including resurfacing of the parking lot covering the Property. Provided that Developer has complied with the requirements of Section 13.3 hereof and other applicable law, the Developer shall be eligible for reimbursement for the actual costs incurred by the Developer in connection with the performance of any Phase II testing and the performance and completion of the environmental remediation and monitoring (including restoring the parking lot), which costs shall not exceed Five Million and 00/100 Dollars ($5,000,000.00). Such reimbursement shall be made pursuant to and in accordance with Section 8.2 of this Agreement. All such amounts paid by the City shall be deemed part of the City Infrastructure Contribution. Such work constitutes part of the Horizontal Infrastructure Improvements.

Section 5.5. Encumbrances and Liens. The City shall not place or allow to be placed on the Property, or any portion thereof, from and after the Effective Date of this Agreement and while owned by the City, any mortgage, trust deed, encumbrance, lien, lease, easement, covenant, restriction or other matter affecting title, or sell or grant any rights to the Property or any portion of the Property. During its ownership of the Conveyed Property, the Developer shall remove or shall have removed, any levy or attachment made on the Property, or any portion thereof, except for those related to the work of the Developer and any Mortgage. Developer acknowledges and agrees the BSRA and Restrictive Covenant are current encumbrances on the Property and may be amended and recorded as an encumbrance against the Property in accordance with their terms and applicable law.

Section 5.6. Authority of City. Following execution and delivery of this Agreement, and for so long as this Agreement shall remain in effect, the City shall not enter into any lease or contract of sale or other agreement for the sale, lease or license of any portion of the Property without prior written approval of the Developer, which consent the Developer may withhold in its sole discretion.

Section 5.7. Entitlement Changes. The City agrees that any amendment to any zoning, comprehensive or other land use entitlement which is adopted after the Developer has vested its rights to build under the then controlling zoning, comprehensive or other land use entitlement will not impact Developer's ability to construct the Project.

Section 5.8. Liens and Lien Waivers. Developer shall take all action necessary to have any mechanic's and materialmen's liens, judgment liens or other liens or encumbrances related to the Improvements released or transferred to bond within thirty (30) days of the date Developer receives notice of the filing of such lines or encumbrances. City shall not be responsible for any lien or encumbrance related to the Project but City shall work cooperatively with Developer for Developer to bond over or remove any such lien or encumbrance. Developer shall be responsible for assuring compliance in all respects whatsoever with the applicable mechanic's and materialmen's lien laws.

Section 5.9. Processing Approvals and Permits. The City, in its proprietary and not regulatory capacity, will reasonably cooperate with Developer at no cost to the City to assist Developer in obtaining all development approvals, including permits and inspections for the Project.

ARTICLE VI
PURCHASE OF CONVEYED PROPERTY BY THE DEVELOPER

Section 6.1. General. Subject to the terms and conditions of this Agreement and the Permitted Exceptions, the City hereby agrees to sell and convey to Developer, and Developer hereby agrees to purchase from the City, the Conveyed Property, generally consisting of the real property on which the Mixed-Use Component and Hotel Component will be located, for the sum of Ten Dollars ($10.00) (the "Purchase Price"), pursuant to the terms and conditions of this Article VI. The Developer's obligations herein to construct the Project also constitute consideration for the purchase of the Conveyed Property by Developer. Conveyance of all or any portion of the Conveyed Property shall be on an "as is" condition and basis with all faults.

Section 6.2. Notices to Proceed. Upon receipt of all Regulatory Approvals, including conceptual and final DDRB approvals, the Developer may elect to initiate the Horizontal Infrastructure Improvements, the Vertical Infrastructure Improvements, and/or one or more Developer Improvements by providing written notice to the City (the "**Developer Notice to Proceed**"). The Developer Notice to Proceed shall describe the Infrastructure Improvements and/or Developer Improvements to be constructed, including the corresponding Development Rights as provided in Section 5.1(a) hereof; provided, however, Developer shall submit a single Developer Notice to Proceed with respect to each of the Vertical Infrastructure Component, the Live! Component, the Hotel Component and the Mixed-Use Component. Following delivery of a Developer Notice to Proceed, Developer and the City shall cooperate to fulfill each of the conditions to Closing set forth in Section 6.7 hereof. At the Closing for any Developer Improvement, the City shall transfer fee or leasehold title, as applicable, to the Property, or portion thereof, to the Developer or one or more Developer Subsidiaries identified by Developer, in accordance with the terms of this Agreement.

Section 6.3. Survey. Developer or the applicable Developer Subsidiary shall, at its sole cost and expense, obtain one or more survey(s) of the Conveyed Property. Developer or the applicable Developer Subsidiary shall cause such survey(s) to be certified to the City and shall provide a signed copy of the same to the City. City shall have the right to approve the legal description contained in the survey(s), which approval will not be unreasonably withheld, conditioned or delayed.

Section 6.4. Title Insurance. At Closing, Developer or the applicable Developer Subsidiary, at its sole cost and expense, shall obtain an owner's title policy. At Closing, City will deliver an executed affidavit or other document acceptable to the Title Company in its reasonable discretion in issuing the Owner's Policy without exception for the "gap" exception, possible lien claims of mechanics, laborers and materialmen or for parties in possession.

Section 6.5. Defects in Title. Within fifteen (15) business days after receipt of the last to be received of the title insurance commitment and the survey for the applicable Conveyed Property, Developer or the applicable Developer Subsidiary shall provide written notice of any defect evidenced by the title commitment or the survey of the Conveyed Property (each, a "**Title Defect**") to City. Any failure by Developer or applicable Developer Subsidiary to provide such notice shall be deemed approval by Developer or the applicable Developer Subsidiary of the title commitment and survey. Within twenty (20) calendar days after receipt of Developer or applicable Developer Subsidiary's notice of Title Defects, City shall provide written notice to the Developer or applicable Developer Subsidiary of those Title Defects it elects to attempt to cure and City shall have until Closing to cure said Title Defects. Any failure of City to provide such notice shall be deemed its election to not cure any such Title Defects. If City (a) elects or is deemed to have elected not to cure any or all Title Defects or (b) fails to cure any Title Defects which such party has agreed to attempt to cure, Developer or applicable Developer Subsidiary may in its sole discretion and as its sole remedy on account of such failure either (y) terminate this Agreement in accordance with Section 15.3 hereof, or (z) waive such Title Defects and consummate the Closing. If Developer or applicable Developer Subsidiary elects under clause (z) above in accordance with the foregoing, then any Title Defect previously objected to by Developer or applicable Developer Subsidiary which has not been cured shall become a permitted exception ("**Permitted Exceptions**") and title will be conveyed subject to such Permitted Exceptions.

Section 6.6. Interests Conveyed. At Closing, City will execute and deliver to Developer or the applicable Developer Subsidiary a quitclaim deed substantially in the form attached hereto as **Exhibit "N"** for the applicable Conveyed Property subject only to the Permitted Exceptions. Except as expressly provided in this Agreement, Developer or the applicable Developer shall take title to the Property in its AS-IS, WHERE-IS, AND WITH-ALL-FAULTS condition. City shall convey the Conveyed Property to Developer or the applicable Developer with a release of its right of entry to the phosphate, minerals, metals and petroleum interests reserved by Section 270.011, Florida Statutes.

Section 6.7. Conditions Precedent to Closing. The obligation of the City to transfer fee or leasehold title, as applicable, to the Conveyed Property, or portion thereof, following receipt of a Notice to Proceed hereunder with respect to the Horizontal Infrastructure Improvements, the Vertical Infrastructure Improvements, or any Developer Improvement is subject to satisfaction of the following conditions on or before the Closing Date with respect to each Component, as applicable:

(a) The Developer or applicable Developer Subsidiary shall have secured 100% approved civil site plans which are consistent with the Master Development Plan, as it may be amended from time to time in accordance with this Agreement, for the portion of the Conveyed

Property being conveyed that are sufficient for the commencement of construction under applicable law;

(b) The Developer and/or a Developer Subsidiary, as applicable, have obtained all building permits and all other applicable governmental approvals, including but not limited to any approvals required by SJRWMD and the FDEP to commence construction of the applicable Component (excluding any Tenant Improvements);

(c) The City and the Developer and/or a Developer Subsidiary, as applicable, have executed and delivered all documents to be executed at the Closing (the "**Closing Documentation**") required in connection with the Horizontal Infrastructure Improvements, the Vertical Infrastructure Improvements, or the Developer Improvement, as applicable, pursuant to this ARTICLE VI;

(d) The City shall have received a legal opinion from outside counsel to the Developer regarding such matters as City shall reasonably request including the due execution and authorization of this Agreement and all Closing Documentation by the Developer and any Developer Subsidiary, as applicable, and the enforceability of this Agreement and the Closing Documentation against the Developer and any Developer Subsidiary, as applicable, in accordance with its terms; and

(e) The City shall have received the Completion Guaranty from each of the Guarantors prior to the Commencement of Construction ~~on~~of the Horizontal Infrastructure Improvements.

Section 6.8. Closing Documentation. Except as otherwise provided herein with regard to the City Loan Documents, the Completion Guaranty, the Live! Lease, the Parking Agreement, the Condominium Documents associated with the Live! Component, the Hotel Component and/or the Mixed-Use Component, and the Quitclaim Deed(s) in substantially the form attached hereto as **Exhibit "N"**, any other closing documents effecting the sales and conveyances shall substantially conform to the City's approved standard forms with such changes to such forms as may be deemed reasonably necessary by the City's Office of General Counsel and the parties shall execute and deliver such other closing documents as may be reasonably requested by any party and/or the designated title agent.

Section 6.9. Conveyance. The City acknowledges and agrees that upon any conveyance of the Conveyed Property or any portion thereof, the City shall have no further direct ownership or other interest in such Conveyed Property or any improvements, structures or buildings constructed or to be constructed thereon, absent a specific dedication to the City by the Developer.

Section 6.10. Indemnity. Developer hereby expressly acknowledges that from and after the Closing, Developer shall be responsible for the proper maintenance and handling of any and all Hazardous Materials, if any, located in or on the Conveyed Property in accordance with all applicable environmental laws, including but not limited to the regulations at 40 C.F.R. Section 61 as authorized under the Clean Air Act and all regulations promulgated or to be promulgated under all other applicable local, state or federal laws, rules or regulations, as same may be amended from

time to time. Furthermore, from and after Closing, Developer shall indemnify and hold the City, and its respective members, officials, officers, employees and agents harmless from and against any and all claims, costs, damages or other liability, including attorney's fees, incurred by the City, its members, officials, officers, employees and agents to the extent arising out of Developer's failure to comply with the requirements of this Section in connection with Developer's proper maintenance and handling of any and all Hazardous Materials, if any, located in or on the Conveyed Property. Nothing herein shall constitute an indemnification of the City for claims or demands from third parties or government agencies arising from the City's handling of Hazardous Materials at the Property prior to Closing. This indemnification shall survive the Closing and the expiration or earlier termination of this Agreement. Nothing in this Section 6.10 shall be deemed to modify or waive the City's obligations hereunder, including but not limited to the City's obligation to provide City Funds to pay the Verified Direct Costs of the Infrastructure Improvements in accordance with the terms of this Agreement.

Section 6.11. Live! Component. As part of the Closing Documentation for the Closing that includes the Live! Component, the City and a Developer Subsidiary designated by the Developer shall enter into the Live! Lease. The City and the Developer will share equally in the Project Costs for the Live! Component, with the City's contribution in an amount not to exceed $50,000,000 and the Developer responsible for any Cost Overruns.

Section 6.12. Parking Agreement. As part of the Closing Documentation for any Closing that includes the Vertical Infrastructure Improvements, the City and the Developer shall enter into a Parking Agreement substantially in the form of **Exhibit "N"** attached hereto.

Section 6.13. City Loan Documents. As part of the Closing Documentation for any Closing that includes Developer Improvement(s) for which Developer, or a Developer Subsidiary designated by the Developer, will incur Non-Public Costs, the City, Developer Members and the City Defeasance Trust (and any other parties thereto) shall enter into the City Loan Documents. The City Loan Documents shall provide for the disbursement of City Funds to reimburse or pay on a work performed and invoiced basis Non-Public Costs in accordance with and subject to the provisions of ARTICLE VIII hereof.

Section 6.14. Public Space. As part of the Closing Documentation for the Vertical Infrastructure Improvements, the City and the Developer or a Developer Subsidiary designated by the Developer shall enter into an easement agreement granting the Developer or Developer Subsidiary access and other mutually agreeable rights to utilize any public space or plaza constructed as part of the Vertical Infrastructure Improvements, including the elevated pedestrian bridge, walkway or overpass that connects the Mixed-Use Component.

ARTICLE VII
CITY'S OBLIGATION TO PROVIDE CITY FUNDS

Section 7.1. Availability and Use of City Funds. The City's obligation to provide the City Funds shall be subject only to the express terms of this Agreement, and no failure on the part of the City to secure funding from any other source (including but not limited to borrowing from the City's Commercial Paper Facility and/or the issuance of debt) shall modify the City's obligations hereunder. The City hereby represents and warrants that as of the date hereof:

(a) the City has available the sum of $208,300,000 (the "**City Funds**") in immediately available funds to be used to make the City Loan(s) for Non-Public Costs and reimburse Developer or any Developer Subsidiary, as applicable, for Public Costs pursuant to the terms of this Agreement;

(b) no approvals of the City Council or other governmental body, committee or agency are necessary in order to appropriate or authorize the application of the City Funds to make Disbursements as provided herein; and

(c) the REV Grant and the Hotel Grant are subject to future appropriation of funds by the DIA Board and City Council, respectively. The DIA and the City, as applicable, agree to timely file legislation to appropriate on an annual basis the funds necessary to provide the REV Grant and the Hotel Grant in accordance with the terms of this Agreement.

Section 7.2. Use of City Funds. The uses of the City Funds are set forth on **Exhibit "E"** hereto. All City Funds authorized pursuant to this Agreement shall be expended solely for the purpose of making Disbursements to the Developer for the Verified Direct Costs for any portion of the Public Costs and certain Direct Costs for any Non-Public Costs as authorized by this Agreement and for no other purpose. Upon completion of the Project, payment of all Verified Direct Costs and Direct Costs, as applicable, in accordance with this Agreement, and the ~~application of any cost savings to pay the costs of other City-owned improvements within the Project~~deposit of any cost savings with respect to the $77,700,000 in City Funds budgeted to pay for Infrastructure Improvements into the Facility Capital Fund in accordance with Section 8.9(a) hereof (if applicable), any excess City Funds budgeted for the Project will be retained by the City. ~~Notwithstanding the foregoing, the Additional City Infrastructure Contribution shall be made available to the Developer, during the development schedule set forth in Section 13.7 hereof, to pay for enhanced public infrastructure located within the Project that is owned by the City, pursuant to a budget approved by the City Representative and the Construction Inspector from time to time (such approval not to be unreasonably withheld).~~

ARTICLE VIII
PROCEDURES FOR ALL DISBURSEMENTS

Section 8.1. Procedures for Disbursement. Subject to the terms and provisions of this Agreement, ~~including without limitation, Section 1.12 hereof,~~ all Disbursements shall be made from time to time as construction progresses upon written application of Developer pursuant to a Disbursement Request-Public Costs or Disbursement Request - Non-Public Costs, as applicable~~, in the forms attached hereto as **Exhibit "_" and Exhibit "_"**~~. Subject to terms and provisions of this Agreement, Developer shall file Disbursement Requests with the City no more frequently than once per month covering Work performed since the prior Disbursement Request. The City will have no obligation to make any Disbursement (a) unless the City is satisfied, in its reasonable discretion, that all conditions precedent to the making of such Disbursement have been satisfied, including without limitation~~, Section 1.12,~~ Article X hereof and the terms and provisions of the City Loan Documents with respect to City Loan Advances; or (b) if an Event of Default has occurred and is continuing.

Section 8.2. Requests for Disbursement of City Funds for Public Costs.

(a) Following Commencement of Construction for the Horizontal Infrastructure Improvements (with the exception of the environmental testing, remediation work, monitoring and paving as provided in Section 5.4, for which the Developer shall be eligible for reimbursement consistent with the terms and conditions of this Agreement on and after the Effective Date) and continuing until Substantial Completion of the Project, the Developer shall provide to the City, on a monthly basis, a completed written disbursement request (each, a "**Disbursement Request - Public Costs**") ~~in substantially the form attached hereto as **Exhibit "_"**~~utilizing a form provided by the City and consistent with the terms of this Agreement. Disbursements Requests - Public Costs shall be made on a work performed and invoiced basis for Public Costs incurred in connection with the Infrastructure Improvements and Live! Component. Each Disbursement Request shall certify in detail, reasonably acceptable to the City, (a) the unit price schedule of values, that includes the cost of the labor that has been performed and the materials that have been incorporated into the Infrastructure Improvements and Live! Component under construction, and (b) the amount of the Disbursement that Developer is seeking in accordance with the amounts set forth in the Budget. Each Disbursement Request shall be accompanied by the following supporting data: (i) invoices, waivers of mechanic's and materialmen's liens obtained for payments made by Developer or a Developer Subsidiary on account of Direct Costs as of the date of the Disbursement Request, and (ii) AlA Forms G702 and G703 certified by the General Contractor and Architect of Record for the completed Infrastructure Improvements or Live! Component, as applicable, under construction, (collectively, the "**Supporting Documentation**"). The City shall pay to Developer the amount of each Disbursement Request -Public Costs submitted by Developer or a Developer Subsidiary in accordance with the applicable requirements of this Agreement, including but not limited to ARTICLE IX hereof, within thirty (30) calendar days of the City's receipt of such Disbursement Request - Public Costs, provided, however, that if the City reasonably disputes any portion of the Disbursement Request - Public Costs, the City shall provide written notice to Developer of such dispute within ten (10) business days (exclusive of any national holidays falling within such time frame) of the City's receipt of such Disbursement Request - Public Costs. Thereafter, the parties shall negotiate in good faith to resolve such dispute. Notwithstanding the City's rights to dispute a Disbursement Request - Public Costs as set forth herein, in the event of such a dispute, the City shall, within such original thirty (30) calendar day period, disburse to Developer the non-disputed portion of the funds requested pursuant to such Disbursement Request - Public Costs. Each Disbursement Request - Public Costs shall be accompanied by a certification by the Design Professional of (a) updated budgets showing the amount of expenditures for the Infrastructure Improvements and Live! Component to date, (b) the percentage of completion of the Infrastructure Improvements and Live! Component and (c) estimates of the remaining costs to complete the Infrastructure Improvements and Live! Component. Developer shall also promptly furnish to City such other information concerning the Infrastructure Improvements and Live! Component as City may from time to time reasonably request.

Section 8.3. Disbursement of City Funds for Non-Public Costs. Following the Commencement of Construction with respect to the Hotel Component or Mixed-Use Component, the City will receive, on a monthly basis, a completed written disbursement request (each, a "**Disbursement Request - Non-Public Costs**") ~~in substantially the form attached hereto as **Exhibit "_"**~~utilizing a form provided by the City and consistent with the terms of this Agreement. In each Disbursement Request - Non-Public Costs, the Developer and the Design

Professional shall provide a status update, including construction photos if available, verifying (a) the total dollars spent to date on the applicable Component and (b) the percentage of completion of the applicable Component, in each case, during such monthly reporting period. Payments will be disbursed based on the percentage of completion achieved during such monthly period. In addition, on a monthly basis Developer or the applicable Developer Subsidiary shall provide to the City copies of the most recent progress reports generated by the General Contractor that is in its possession for the applicable construction within fifteen (15) days after the close of the month.

Section 8.4. Pari Passu and Pro Rata Disbursements. The Disbursements for the Live! Component will be structured so City Funds are expended on a pari passu basis with Developer's or a Developer Subsidiary as to the Live! Component, while maximizing sales tax efficiency with respect to the direct purchase by the City of materials to be incorporated into the Live! Component. The Parties acknowledge and agree that the Construction Inspector shall be responsible for monitoring the Disbursement process to insure the pari passu nature of the Disbursements for the Live! Component, including providing written notice to the Parties as to any Disbursement Request submitted hereunder which would violate the Parties' intention to achieve such pari passu status. Disbursements for the Mixed-Use Component and the Hotel Component will be structured so City Funds are expended on a pro rata basis based on the percentage of completion of each such Component, as certified in each Disbursement Request - Non-Public Costs submitted hereunder.

Section 8.5. Disbursements. The City shall have no obligation after making Disbursements in a particular manner to continue to make Disbursements in that manner, except that the City shall provide Developer reasonable advance notice of any change in the City's disbursement procedures, and any new disbursement procedures shall be commercially reasonable and in conformance with this Agreement. Notwithstanding the foregoing, the City's records of any Disbursement made pursuant to this Agreement shall, in the absence of manifest error, be deemed correct and acceptable and binding upon Developer.

Section 8.6. No Warranty by City. Nothing contained in this Agreement or any other Project Document shall constitute or create any duty on or warranty by the City regarding (a) the accuracy or reasonableness of the Budget, (b) the proper application by Developer of the Disbursement proceeds, (c) the quality of the Infrastructure Improvements or Developer Improvements, or (d) the competence or qualifications of the General Contractor, Design Professional, Construction Inspector any other party furnishing labor or materials in connection with the construction of the Infrastructure Improvements or Developer Improvements. Developer acknowledges that Developer has not relied and will not rely upon any experience, awareness or expertise of the City regarding the aforesaid matters.

Section 8.7. Reallocation of City Loan Funds. Notwithstanding anything to the contrary contained in this Agreement but subject to the approval by the City Representative ~~and the Construction Inspector,~~ (such approval not to be unreasonably withheld), the Developer shall have the right, prior to the Commencement of Construction of either the Mixed-Use Component or the Hotel Component, to reallocate City Loan Funds between the Mixed-Use Component and the Hotel Component by providing the City with notice of such reallocation (which may include

increasing or decreasing the amount of the City Loan; provided, however, that the maximum amount of all City Loans in the aggregate shall not exceed $65,500,000).

Section 8.8. Cost Overruns. Developer, and the applicable Developer Subsidiary, shall be jointly and severally responsible for all overruns in connection with construction of each Component in excess of the portion of the City Funds allocated to such Component in the amounts set forth on **Exhibit "E"** , as modified in accordance with in this Agreement ("**Cost Overruns**"). The Developer shall have the right to utilize the Additional City Infrastructure Contribution to pay for any Cost Overruns associated with the Infrastructure Improvements.

Section 8.9. Cost Savings.

(a) In the event the Verified Direct Costs for the Infrastructure Improvements is less than $77,700,000, the City shall retain one hundred percent (100%) of such cost savings and the maximum City Funds amount the City is required to disburse hereunder for the Infrastructure Improvements shall reduce on a dollar for dollar basis. Notwithstanding anything herein to the contrary, such cost savings ~~may be used by the Developer solely to pay the costs of other City-owned improvements within the Project pursuant to a budget approved by the City Representative and the Construction Inspector from time to time (such approval not to be unreasonably withheld)~~shall be deposited into the Facility Capital Fund.

(b) In the event the Direct Costs of the Live! Component is less than $100,000,000, the City shall retain fifty percent (50%) of such cost savings and the maximum City Funds owed by the City for the Live! Component shall reduce so that such amount equals the Verified Direct Costs of the Live! Component paid by Developer or the applicable Developer Subsidiary.

(c) On the Reconciliation Date, the Developer shall provide the City with a certification that the Direct Costs of the Hotel Component and the Mixed-Use Component (together with any costs of tenant improvements incurred by third party tenants or subtenants) equal or exceed $229,000,000 in the aggregate (the "**Minimum Developer Investment**"), or, if such Direct Costs are less than the Minimum Developer Investment, the amount of such shortfall. In the event the Direct Costs of the Hotel Component and the Mixed-Use Component in the aggregate (together with any costs of tenant improvements incurred by third party tenants or subtenants), in the aggregate, is less than the Minimum Developer Investment, the City's contribution to the Hotel Component and the Mixed-Use Component will be reduced on a pro rata basis. For purposes of this calculation, the City's contribution to the Hotel Component and the Mixed-Use Component will be defined as the maximum value of the REV Grant, the actual present value of the Hotel Grant (calculated as of the date of Substantial Completion of the Hotel Component using an annual discount rate of 6.75%), and the actual net value of the City Loan, defined as the principal amount of the City Loan advanced less the Required Percentage deposited into the City Defeasance Trust. Notwithstanding the foregoing, if Developer pays Cost Overruns with respect to the Horizontal Infrastructure and/or the Vertical Infrastructure, or the costs and project scope increase with respect to the Live! Component so that Developer or the applicable Developer Subsidiary pays more than $50,000,000 with respect to the Live! Component, Developer shall receive an offset credit against the reduction in the City's contribution to the Hotel Component and the Mixed-Use Component equal to such Developer-funded Cost Overruns. If any reduction in the City's contribution to the Hotel

Component and the Mixed-Use Component hereunder exceeds the amount of City Funds remaining to disburse for such Components (a "**Shortfall**"), Developer shall have the option in its discretion to pay such Shortfall by: (i) reducing the maximum value of the REV Grant and/or the Hotel Grant; or (ii) making (or causing the applicable Developer Subsidiary to) make a principal payment on the City Loan equal to the amount of such Shortfall; provided, however, if the REV Grant is terminated pursuant to Section 14.6, Developer shall be deemed to have made a payment to be applied to the Shortfall in an amount equal to $12,500,000. At the election of the Developer, the Shortfall shall be deposited into the Facility Capital Fund, to be made available to the Developer to pay for the costs of future public infrastructure located within the Project that is owned by the City or the parking lots owned by the City that are located in the Entertainment District, pursuant to a budget approved by the City Representative from time to time (such approval not to be unreasonably withheld). The application of the Shortfall pursuant to the foregoing sentence shall not be subject to future appropriation of funds by the DIA Board or the City Council.

(d) Notwithstanding anything herein to the contrary, in the event there is pending or active litigation based on the Work or the payment of Direct Costs on the Reconciliation Date ("**Contractor Litigation**"): (i) any Shortfall determined as of the Reconciliation Date shall be temporarily reduced by the maximum amount of the Direct Costs of the Hotel Component and the Mixed-Use Component that Developer or a Developer Subsidiary may be obligated to pay as a result of such Contractor Litigation pending the resolution of such Contractor Litigation; and (ii) upon resolution of such Contractor Litigation by settlement, judgement, or binding arbitration, the determination of any Shortfall shall be recalculated, taking into consideration the actual payment of any Direct Costs as ~~determined through~~a result of such Contractor Litigation.

ARTICLE IX
ADDITIONAL CONDITIONS TO DISBURSEMENTS FOR PUBLIC COSTS

Section 9.1. General Conditions. Subject to compliance by Developer with the terms and conditions of this Agreement~~ and the compliance of the Guarantors with the Completion Guaranty~~, the City shall make Disbursements to Developer for Public Costs of the Project as set forth in this Agreement, up to the maximum amount of the City Funds; provided, however, that in no event shall the City be obligated to make Disbursements for Public Costs in excess of (i) the sum of Verified Direct Costs with respect to the Infrastructure Improvements and (ii) $50,000,000 with respect to the Live! Component. Each Disbursement Request - Public Costs shall constitute a representation by Developer that the Work done and the materials supplied to the date thereof with respect to the Infrastructure Improvements and Live! Component are in material accordance with the Plans and Specifications for such Components; that the Work and materials for which payment is requested have been physically incorporated into the Infrastructure Improvements or the Live! Component (except with respect to Stored Materials, which shall be physically incorporated into the Infrastructure Improvements or the Live! Component in accordance with Section 9.3 below); that any Stored Materials for which payment is requested have been secured in accordance with Section 9.3; that the value is as stated; that the Work and materials conform with all applicable rules and regulations of the public authorities having jurisdiction; that such Disbursement Request - Public Costs is consistent with the then current Budget; that the proceeds of the previous Disbursement for Public Costs have been

actually paid by Developer or the applicable Developer Subsidiary in accordance with the approved Disbursement Request - Public Costs for such previous Disbursement; and that no Event of Default or event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default has occurred and is continuing.

Section 9.2. Construction Inspector. The Developer shall engage a construction engineering consultant approved by the City Representative, which approval shall not be unreasonably withheld or delayed (the "**Construction Inspector**") for, among other things, standard inspections of the Infrastructure Improvements and the Live! Component as provided herein, evaluating and approving the Budget, and monitoring the progress of construction and approving the draw requisitions from the Developer for all portions of the Project, including monitoring the pari passu nature of the Disbursements pursuant to Section 8.4 hereof. All fees for the Construction Inspector are included in the Budget, and shall be deemed a part of the Direct Costs (and therefore payable 50% by the Developer or a Developer Subsidiary and 50% by the City). The Construction Inspector will inspect the construction of the Infrastructure Improvements and the Live! Component as provided herein, review and advise Developer and the City jointly with respect to the Construction Documents, the Budget, and other matters related to the construction, operation and use of the Infrastructure Improvements and the Live! Component, monitor the progress of construction of Infrastructure Improvements and the Live! Component, and review and sign-off on the Disbursement Requests - Public Costs. Developer shall make Developer's construction management facilities located on or around the project site available for the City and Construction Inspector for the inspection of the Infrastructure Improvements and the Live! Component, and Developer shall afford full and free access by City and Construction Inspector to all Construction Documents related to the Infrastructure Improvements and the Live! Component. City shall be granted access to the project site at all reasonable times to inspect the Work in progress and upon Substantial Completion of the Infrastructure Improvements and the Live! Component.

Developer acknowledges that (a) Construction Inspector shall in no event have any power or authority to make any decision or to give any approval or consent or to do any other thing which is binding upon the City and any such purported decision, approval, consent or act by Construction Inspector on behalf of the City shall be void and of no force or effect, (b) the City reserves the right to make any and all decisions required to be made by the City under this Agreement, in its reasonable discretion, without in any instance being bound or limited in any manner whatsoever by any opinion expressed or not expressed by Construction Inspector to the City or any other person with respect thereto, and (c) the City reserves the right in its sole and absolute discretion to replace Construction Inspector with another inspector at any time and with reasonable prior notice to the Developer, provided such replacement Construction Inspector is reasonably acceptable to the Developer.

Section 9.3. Upon receiving each Disbursement Request - Public Costs related to the Infrastructure Improvements and/or Live! Component, Construction Inspector will determine in its reasonable discretion (a) whether the Work completed to the date of such Disbursement Request has been done satisfactorily and in accordance with the Plans and Specifications, (b) the percentage of construction of the Infrastructure Improvements and Live! Component completed as of the date of such Disbursement Request for purposes of determining, among other things, the Direct Costs actually incurred for Work in place as part of such Infrastructure Improvements and

Live! Component as of the date of such Disbursement Request, (d) the actual sum necessary to complete construction of such Infrastructure Improvements and Live! Component in accordance with the Plans and Specifications, and (e) the amount of time from the date of such Disbursement Request which will be required to complete construction of such Infrastructure Improvements and Live! Component in accordance with the Plans and Specifications until such improvements are completed. All inspections by or on behalf of the City shall be solely for the benefit of the City and Developer, but Developer shall have no right to claim any loss or damage against City arising from any alleged (i) negligence in or failure to perform such inspections, or (ii) failure to monitor Disbursements for Public Costs or the progress or quality of construction. Stored Materials. The City shall not be required to make Disbursements for Public Costs incurred by Developer or a Developer Subsidiary with respect to materials stored on or off the Property unless the following conditions shall have been satisfied: (a) copies of all invoices relating to such stored materials and a stored materials inventory sheet shall be submitted with the Disbursement Request - Public Costs; (b) with respect to materials stored on the Property, such materials shall be adequately secured, as determined by Construction Inspector; and (c) with respect to materials stored off the Property, such materials must be (i) adequately protected from damage by the elements and from theft, (ii) insured for the full cost thereof under a builder's risk policy acceptable to the City and naming the City as an additional insured, and (iii) subject to inspection by Construction Inspector. With respect to any Disbursement hereunder for Public Costs of stored materials, all such stored materials must be incorporated into the Infrastructure Improvements or Live! Component, as applicable, within a reasonable period of time not to exceed one hundred twenty (120) days of the Developer's Disbursement Request regarding such materials.

Section 9.4. Conditions to Initial Disbursement. The City's obligation hereunder to make the first Disbursement with respect to the Horizontal Infrastructure Improvements, the Vertical Infrastructure Improvements and Live! Component is conditioned upon the City's receipt of the following, each in form and substance reasonably satisfactory to the City:

(a) Each of the Construction Documents with respect to such Component duly executed as necessary to be enforceable against the parties thereto, and Developer shall not be in material default under any of such Construction Documents beyond any applicable cure period.

(b) If improvements have been constructed, a satisfactory inspection report with respect to such Component from the Construction Inspector, which shall be delivered by Construction Inspector with the Disbursement Request - Public Costs.

(c) The Supporting Documentation.

(d) The Developer shall be in compliance with its obligations under this Agreement as to construction of the Project.

Section 9.5. Conditions to Subsequent Disbursements. The City's obligations hereunder to make any subsequent Disbursements with respect to the Horizontal Infrastructure Improvements, the Vertical Infrastructure Improvements and Live! Component are conditioned

upon City's receipt of the following, each in form and substance reasonably satisfactory to the City:

(a) Disbursement Request - Public Costs, together with all required Supporting Documentation;

(b) Evidence that Developer has obtained all Governmental Approvals or, after construction has commenced, a satisfactory inspection report with respect to the applicable portions of the Project from Construction Inspector, which shall be delivered by Construction Inspector with the applicable Disbursement Request - Public Costs; and

(c) An updated Budget (showing the amount of money spent or incurred to date on particular items and the remaining costs for the portions of the Horizontal Infrastructure Improvements, the Vertical Infrastructure Improvements and Live! Component under construction).

(d) Additionally, prior to any Disbursement hereunder for the Public Costs of construction of the Horizontal Infrastructure Improvements, the Vertical Infrastructure Improvements and/or the Live! Component, the City must be satisfied that all necessary approvals from governmental or quasi-governmental authorities (including without limitation the St. Johns River Water Management District and FDEP) having jurisdiction over the Project, including but not limited to street openings or closings, zonings and use and occupancy permits, sewer permits, stormwater drainage permits, and environmental permits and approvals (the "**Governmental Approvals**"), have been obtained for the applicable portion of the Horizontal Infrastructure Improvements, the Vertical Infrastructure Improvements and/or the Live! Component under construction, and are or will be final, unappealed, and unappealable, and remain in full force and effect without restriction or modification.

Section 9.6. Conditions to Final Disbursement. The City's obligation hereunder to make the final Disbursement with respect to the Horizontal Infrastructure Improvements, the Vertical Infrastructure Improvements and the Live! Component is conditioned upon City's receipt of all of the following, each in form and substance reasonably satisfactory to the City:

(a) Disbursement Request - Public Costs, together with all required Supporting Documentation.

(b) Evidence that the Developer and/or Developer Subsidiary has obtained all Governmental Approvals for the Horizontal Infrastructure Improvements, the Vertical Infrastructure Improvements and the Live! Component and a satisfactory inspection report with respect to the Horizontal Infrastructure Improvements, the Vertical Infrastructure Improvements and the Live! Component from the Construction Inspector, which shall be delivered by Construction Inspector with the Disbursement Request - Public Costs.

(c) An updated Budget, showing the amount of money spent or incurred to date on the Horizontal Infrastructure Improvements, the Vertical Infrastructure Improvements and the Live! Component.

(d) Additionally, prior to any final Disbursement hereunder for the Public Costs of the Horizontal Infrastructure Improvements, the Vertical Infrastructure Improvements and the Live! Component, the City must be satisfied that all necessary Governmental Approvals have been obtained or will be obtained in due course for the Horizontal Infrastructure Improvements, the Vertical Infrastructure Improvements and the Live! Component, and are or will be final, unappealed, and unappealable, and remain in full force and effect without restriction or modification.

(e) A final survey showing all of the Infrastructure Improvements and applicable easements.

(f) Evidence satisfactory to the City that the Developer or Developer Subsidiary has achieved Substantial Completion of the Horizontal Infrastructure Improvements, the Vertical Infrastructure Improvements and the Live! Component and each of the items set forth in the Infrastructure Improvements and Live! Component Completion Conditions set forth in Section 9.7 below.

Section 9.7. Infrastructure Improvements and Live! Component Completion Conditions. Subject to the terms of this Agreement, the Developer and applicable Developer Subsidiaries shall Substantially Complete construction of the Horizontal Infrastructure Improvements, the Vertical Infrastructure Improvements and the Live! Component by no later than the Substantial Completion dates set forth in Section 13.7. Additionally, Developer agrees:

(a) Upon Commencement of Construction of each Component, Developer and/or a Developer Subsidiary, as applicable, shall continue diligently and in good faith to perform the construction of each such Component until achieving Substantial Completion, subject to Section 19.4 hereof. Developer shall furnish to City such permits and/or certificates (including a certificate of substantial completion from the Design Professional) as shall be required to establish to City's reasonable satisfaction that the Infrastructure Improvements and the Live! Component have achieved Substantial Completion and are not subject to any violations or uncorrected conditions noted or filed in any municipal department, and that such improvements are ready for immediate use;

(b) Developer shall submit to City a proper contractor's final affidavit and releases of liens from each contractor, subcontractor and supplier, or other proof satisfactory to City, confirming that payment has been made for all materials supplied and labor furnished in connection with the Infrastructure Improvements and the Live! Component through the date of Work reflected in the final Disbursement Request; and

(c) The Infrastructure Improvements and the Live! Component shall have been finally completed in all material respects in substantial accordance with the Plans and Specifications, as verified by a final inspection report reasonably satisfactory to the City from the Construction Inspector, certifying that the Infrastructure Improvements and the Live! Component have been constructed in a good and workmanlike manner and are in satisfactory condition and are ready for immediate use (exclusive of Tenant Improvements.)

Section 9.8. Warranty and Guarantee of Infrastructure Improvements and Live! Component.

(a) The Developer warrants to the City that all Work in connection with the Infrastructure Improvements and the Live! Component will be of good quality, and substantially in compliance with this Agreement and the Construction Documents. All such Work not in conformance to the requirements of this Agreement, including substitutions not properly approved and authorized, may be considered defective. If required by the Construction Inspector, the Developer shall provide satisfactory evidence as to the quality, type and kind of equipment and materials furnished. This warranty is not limited by, nor limits any other warranty-related provision in the Construction Documents. All rights and warranties under all design, engineering and construction and related contracts for the Infrastructure Improvements and Live! Component shall be assignable to the City upon completion thereof; provided, however that the Developer (or applicable Developer Subsidiary) shall have the right to: (i) enforce any such rights or warranties during any period that the Developer or (or applicable Developer Subsidiary) has any obligation to the City hereunder with respect to the Infrastructure Improvements and Live! Component; and (ii) collaterally assign any such rights or warranties to any lender, and such lender shall have the right to enforce such rights or warranties.

(b) If, within one year of Substantial Completion of the Infrastructure Improvements and/or the Live! Component, or within such longer period of time prescribed by law, any of the Work with respect to the Infrastructure Improvements or Live! Component is found to be defective or not in conformance with this Agreement or the Construction Documents, the Developer shall use reasonable efforts to cause the General Contractor that performed such Work to correct same. The City shall give notice to the Developer promptly after discovery of the condition.

(c) A warranty inspection will be held approximately eleven (11) months after Substantial Completion of the Infrastructure Improvements and the Live! Component. The Developer shall have a representative attend this warranty inspection. The Developer shall use reasonable efforts to cause any defective or nonconforming Work identified or previously identified to the Developer to be corrected promptly by the General Contractor.

(d) Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which the Developer may have under this Agreement or the Construction Documents. The establishment of the time period of one year after the date of Substantial Completion of the Infrastructure Improvements and the Live! Component, respectively, or such longer period of time as may be prescribed by law or by the items of any warranty required by this Agreement or the Construction Documents, relates only to the specific obligation of the Developer to correct the Work with respect to the Infrastructure Improvements and the Live! Component and has no relationship to the time within which its obligation to comply with this Agreement or the Construction Documents may be sought to be enforced, nor the time within which proceedings may be commenced to establish the Developer's liability with respect to its obligations other than specifically to correct the Work with respect to the Infrastructure Improvements and the Live! Component.

(e) Notwithstanding the foregoing, Developer shall be entitled to require the General Contractor to provide the above warranties to the City and in that event the Developer shall assign the Construction Contract containing such warranties to the City; provided however that the City shall not be required to assume any Developer obligations under such contract unless the City chooses to do so upon any default by Developer under the Construction Contract.

ARTICLE X
CITY LOAN PROGRAM

Section 10.1. City Loan Documents. Simultaneously with the Closing on the conveyance of the real property on which the Mixed-Use Component is to be located, the City, Developer Members, the City Defeasance Trust, and any other parties thereto, shall enter into the City Loan Documents, whereby the City agrees to make a City Loan related to each of the Hotel Component and Mixed-Use Component, as determined by the Developer, in the maximum aggregate amount of $65,500,000, to be disbursed in accordance with the terms of this Agreement and the City Loan Documents. Funds advanced by the City in connection with the City Loan will be used solely to reimburse the Developer Members for the Non-Public Costs incurred in connection with the Hotel Component and Mixed-Use Component and make the required payments into the City Defeasance Trust as described in Section 10.1(c) below. The City Loans shall be made on the following terms and conditions:

(a) The City Loan Documents shall contain a procedure for providing City Funds to fund the City Loans and make disbursements thereof (each a "**City Loan Advance**"), and include an obligation for Developer or the applicable Developer Subsidiary to submit a monthly certification to the City, executed by Developer or the applicable Developer Subsidiary and a licensed architect or engineer, as applicable, (i) providing a status update, including construction progress photos if available, and verifying the percentage of completion of such Developer Improvement, and (ii) certifying that the deposits required pursuant to Section 10.1(c) have been made.

(b) Each City Loan will be structured in accordance with the City Loan Program, which will be evidenced by a non-recourse note (each, a "**Note**"), at zero percent (0%) interest, with a maturity date no later than fifty (50) years from the effective date of the first Note evidencing a City Loan (the "**Maturity Date**"), made payable to the City. The Developer Members and the City Defeasance Trust shall be joint non-recourse borrowers. Each Note shall be payable at the earlier of: (i) the Maturity Date; or (ii) the date that the funds in the City Defeasance Trust are sufficient to repay the principal amount of the Notes and the outstanding costs and expenses of administrating the City Loan Program. Following repayment in full of all Notes and other costs and expenses payable with respect to the administration of the City Loan Program, Developer shall deposit into the Facility Capital Fund the amount of any and all funds remaining in the City Defeasance Trust ~~shall be~~ that are disbursed to the ~~City~~Developer or the Developer Members pursuant to the terms of the City Loan Documents, promptly upon receipt thereof. The Notes shall be secured by the assets of the City Defeasance Trust (the "**Collateral**"), with a ~~security~~pledge agreement~~, perfected with UCC filings, a pledge agreement~~ executed by the applicable Developer Member(s) pledging to the City its/their interests in the City Defeasance Trust, perfected with UCC filings, and a securities account control agreement.

For the avoidance of doubt and in order to clarify the effect of the foregoing, the Developer Members' obligation and liability under a City Loan are limited to making certain required payments into the City Defeasance Trust as described in Section 10.1(c) below.

(c) Within two (2) business days following each City Loan Advance and prior to the payment of any subsequent City Loan Advance, the Developer Members shall deposit into the City Defeasance Trust, an amount equal to the "**Required Percentage**" times the amount of such City Loan Advance. The making of such deposit shall be a precondition to the making of a Disbursement for any subsequent City Loan Advance. The Required Percentage shall be equal to twenty percent (20%) of each City Loan Advance, and in total shall be equal to twenty percent (20%) of all City Funds disbursed to the Developer in connection with the construction of the Hotel Component and Mixed-Use Component, exclusive of the Parking Garages if owned by the City. Such Required Percentage is intended under all reasonable circumstances to cause the repayment of the full amount of the City Loans on or before the Maturity Date and pay all costs and expenses of administrating the City Loan Program as delineated in the City Loan Documents.

(d) After making the deposit into the City Defeasance Trust required pursuant to Section 10.1(c) hereof and in accordance with the City Loan Documents, each Developer Member shall contribute the remainder of each City Loan Advance as a capital contribution to the Developer, and the Developer shall in turn contribute such funds as a capital contribution to the Developer Subsidiary that incurred the applicable Non-Public Costs.

(e) Notwithstanding anything to the contrary contained in this Agreement, the Developer shall have the right, from time to time, to increase the amount of each City Loan by reallocating City Funds from one of the other Components, subject, however, to the provisions of Section 8.7 hereof.

(f) Notwithstanding anything to the contrary contained in the City Loan Documents, in the event of a conflict between the provisions of this Agreement and the provisions of the City Loan Documents, the terms of this Agreement shall control any inconsistent or conflicting provision in the City Loan Documents.

Section 10.2. Conditions to Disbursements Under City Loan Program. Notwithstanding anything in the City Loan Documents to the contrary, upon an Event of Default under this Article X or an event of default by a Developer Member under the City Loan Documents (following any applicable notice or cure period), the City shall be entitled to recover from the Developer and/or the Developer Members, as applicable, expenses incurred by City in connection with enforcement of the City Loan Documents (including fees of receivers, court costs, filing and recording fees and reasonable attorneys' fees and costs), and, for the avoidance of doubt, such amounts shall not be payable by or from any amounts deposited into or otherwise held by the City Defeasance Trust pursuant to the City Loan Documents. In addition, the City shall be entitled to recover from the Developer costs and expenses incurred by the City in connection with the enforcement of the Developer Members' obligation to make the required payments into the City Defeasance Trust as described in Section 10.1(c) hereof. In addition to the requirements set forth herein and in the City Loan Documents, the obligation of the City to make any City Loan Advance pursuant to the City Loan Program shall be subject to the following terms and conditions:

(a) The Developer Members shall satisfy to the City's satisfaction the following conditions precedent:

(i) The City Loan Documents, each in form and substance satisfactory to the City, shall have been executed and delivered to the City and all Uniform Commercial Code filings reasonably required by the City shall have been filed in the appropriate jurisdictions.

(ii) The City shall have received a legal opinion from counsel to the applicable Developer Members' opining that (i) each applicable Developer Member is duly organized, validly existing and in good standing under the laws of its state of organization, is duly authorized to enter into the City Loan transaction and the City Loan transaction will not conflict with or result in a violation of its partnership agreement, articles of incorporation or other documents pursuant to which it was created and exists or by which it is governed; (ii) no approval, authorization or other action by, or filing with, any governmental authority is required in connection with the execution of the City Loan Documents by the applicable Developer Members; (iii) the City Loan Documents have been duly executed and delivered by the applicable Developer Members and are valid and binding obligations of such parties enforceable against them in accordance with their respective terms; and (iv) to the best of such counsel's knowledge, after due and reasonable inquiry, the execution and delivery of the City Loan Documents will not conflict with or result in a violation of any agreement, contract, instrument, order, judgment, etc., applicable to the parties or the Hotel Component and Mixed-Use Component.

(iii) The Developer Members' representations and warranties made unto City in the City Loan Documents have not been materially breached and continue to be true in all material respects, such that there has been no material adverse effect upon the Hotel Component and Mixed-Use Component or upon Developer Members.

(b) From the date hereof and until completion of construction of the Hotel Component and Mixed-Use Component, unless the City shall otherwise consent in writing, Developer shall cause each of the applicable Developer Members to:

(i) Perform all things necessary to preserve and keep in full force and effect its existence, maintain the continuous operation of its business and comply in all material respects with all legal requirements applicable to such Developer Member.

(ii) Pay, prior to delinquency, all taxes, assessments and other governmental charges or levies which become due and payable by such Developer Member to any political entity, subdivision or department thereof under any law now or hereafter in force or effect, except any such taxes, assessments and other governmental charges (a) that are being diligently

contested in good faith by appropriate proceedings and (b) for which adequate reserves in accordance with all generally accepted accounting principles ("**GAAP**") shall have been set aside on its books.

(iii) Promptly, but no later than ten (10) business days after such Developer Member's first actual knowledge of an any Event of Default hereunder or under the City Loan Documents or any event or condition the occurrence or existence of which would, with the giving of notice or lapse of time, or both, constitute an Event of Default hereunder or under the City Loan Documents, furnish the City with prompt written notice of the occurrence of any such event or condition.

(iv) Defend the Collateral against, and take such other action as is necessary to remove, any lien, and will defend the rights and interests of the City, on behalf of the City, in and to any of the Collateral against the claims and demands of all lienors whomsoever except any lienor claiming on behalf of the City.

(v) Take all such action as may from time to time be necessary to maintain the ownership interest of such Developer Member in the Collateral and of the security interests of the City in the Collateral, including all notices, waivers and recordings, filings, rerecordings and refilings of any documents to maintain the ownership interest of Developer Members or the security interests of the City and the perfection and priority thereof, including the filing of financing statements, and amendments thereto, or continuation statements under the applicable Uniform Commercial Code. In addition, each Developer Member shall, at such Developer Member's sole expense, execute and deliver such further documents and take such further action as the City may reasonably request in order to confirm the ownership interest of such Developer Member or security interests of the City in the Collateral and to preserve and protect the priority of such security interests, the full benefits to the City of this Agreement and the City Loan Documents, and the rights and powers granted to the City under this Agreement and the City Loan Documents.

(vi) Promptly notify the City in writing of (a) any material litigation or dispute affecting such Developer Member, whether pending or threatened, of which such Developer Member has actual knowledge, and deliver to the City copies of all pleadings, unprivileged relevant correspondence and similar documentation relating thereto, (b) any lien, security interest, attachment or other legal process asserted against any of the Collateral, and (c) the occurrence of any other event or the discovery of any other information known to such Developer Member which could reasonably be expected to have an adverse effect on the Hotel Component and Mixed-Use Component or the Collateral.

(vii) Not (a) wind up, liquidate or dissolve its affairs, enter into any transaction of merger or consolidation, convey or transfer its properties and assets substantially as an entirety, or (b) convey, sell, transfer, lease or otherwise dispose of substantially all of its assets.

(viii) Except with respect to any claim by any Developer Member against City or by City against any Developer Member, cooperate fully with City with respect to any proceedings in any court or other legal or regulatory proceedings which may in any way materially and adversely affect the rights of City hereunder or under any of the City Loan Documents.

ARTICLE XI
INFRASTRUCTURE IMPROVEMENTS

Section 11.1. Description. Subject to the terms of this Agreement, including but not limited to Section 5.4, ARTICLE VII, ARTICLE VIII and ARTICLE IX above, the Developer or a Developer Subsidiary shall construct and develop or cause to be constructed and developed the Infrastructure Improvements. Generally, the Infrastructure Improvements are described on **Exhibit "H"** which include the Horizontal Infrastructure Improvements and the Vertical Infrastructure Improvements. The Developer and the City acknowledge that certain additional or alternative Infrastructure Improvements may be required as development of the Property evolves. As such, with the prior written consent of the City Representative, not to be unreasonably withheld or delayed, the Developer may amend the list of Infrastructure Improvements from time to time provided such amendments are consistent with the Master Development Plan, as the same may be modified from time to time in accordance with the provisions of this Agreement. No such amendment shall serve to increase the overall financial obligation of the City under this Agreement.

Section 11.2. Reimbursement for Improvements. The City agrees, on a work performed and invoiced basis, to disburse to the Developer from the City Funds, up to $77,700,000 (the "**City Infrastructure Contribution**"), for the Infrastructure Improvements, as the same may be amended pursuant to Section 11.1 above, pursuant to the terms of this Agreement. The City Infrastructure Contribution shall be increased by up to $15,100,000 in additional City Funds (the "**Additional City Infrastructure Contribution**"), for an aggregate maximum City Infrastructure Contribution of $92,800,000, to pay for ~~Project Costs with respect to: (i)any enhanced infrastructure improvements in accordance with Section 7.2 hereof; and (b)~~ cost overruns in connection with the Infrastructure Improvements associated with environmental contamination, subsurface conditions, the requirements with respect to building the Surface Parking Lot on the Storm Water Detention Pond Area ~~and~~, including the engineering relating to accommodating the existing guide wire anchor, all within the Project and resulting from conditions that are outside Developer's control. At the written election of the Developer, City Funds may be used in accordance with the terms of this Agreement to fund construction of a Parking Garage that is to be owned by the City, and such amounts shall not serve to reduce the City Infrastructure Contribution in accordance with this Agreement, but shall be offset against the balance of the City Funds to be provided for the Project pursuant to this Agreement. Any cost savings achieved in connection with the construction of the Infrastructure Improvements shall reduce the amount

of City Funds to be provided under this Agreement on a dollar for dollar basis as provided in Section 8.9 hereof.

ARTICLE XII
PARKING

Section 12.1. New Parking. Subject to the terms of this Agreement, Developer or a Developer Subsidiary shall construct a minimum of six-hundred (600) parking spaces on a surface lot above the existing storm water retention pond (the "**Surface Parking Lot**") and a minimum six-hundred (600) parking spaces in one or more Parking Garages or in the streets surrounding those buildings. The City will retain ownership of all parking spaces in the Surface Parking Lot, any Parking Garages and any surface parking. The City and the Developer or a Developer Subsidiary will pay all costs of operation, repair and maintenance of such parking spaces and facilities a s set forth in and in accordance with the terms of the Parking Agreement.

Section 12.2. Parking Facility Operation. The operation of the parking facilities within the Project shall be subject to the terms of this Agreement and the Parking Agreement. In the event of a conflict between the provisions of this Agreement and the provisions of a Parking Agreement, the terms of the Parking Agreement shall control. The Parking Operator will be paid a market rate fee for services with respect to the parking facilities other than the Residential Parking Garage(s). The Residential Parking Garages will be managed by the Developer or a Developer Subsidiary. The manager of the Residential Parking Garages shall not charge a management fee for managing the Residential Parking Garages. The City, the Developer and the Parking Operator will cooperate as it relates to setting parking rates and policies, and parking rates shall be no lower than average parking rates within the City's downtown area. Access to parking within the Project, with the exception of the Residential Parking Garage(s) (not including the "Public Spaces in the Residential Parking Garages)," will support existing City obligations to the Jacksonville Jaguars, the TaxSlayer Bowl, the Florida/Georgia game, and any other major event parking requirements, while taking into account the parking needs of the Project. "Public Spaces in the Residential Parking Garages" means a minimum of ~~100~~200 parking spaces in the aggregate to be located in ~~each~~the Residential Parking ~~Garage~~Garages, the location of which shall be mutually agreed to by the City and the Developer or any Developer Subsidiary.

Section 12.3. Resident Parking. The residents of the Project's Mixed-Used Component will have the first right to access the parking spaces at the Residential Parking Garage(s), which may include designated parking spaces for each resident with controlled access to resident parking in Developer's discretion. All parking charges paid for such uses shall be retained by Developer or its designee. The Surface Parking Lot may not be used for the designated residential parking spaces. It is the intent of the Parties that each Residential Parking Garage shall provide for the Public Spaces in the Residential Parking Garages, which shall be made available at all times for the parking of Customers. ~~All~~Subject to the terms of the Parking Agreement, all parking charges paid for the use of the Public Spaces in the Residential Parking Garages (the "Residential Garage Public Spaces Revenue") shall belong to the City.

Section 12.4. Validated Parking. Visitors to the Project will be eligible for complementary (or discounted) validated parking at all available parking spaces within the Property and the Sports and Entertainment District, including Lots M, N and P, subject to the

terms and conditions set forth in the Parking Agreement. In the event the Developer chooses to implement a discounted (versus a complementary) validation program, all revenue generated from the discounted program will be deposited into a marketing fund managed by the Developer. The Developer will use the marketing fund to promote the Project.

Section 12.5. Valet Program. ~~The~~Pursuant to the terms of the Parking Agreement, the Developer or its designee will have the right to operate a valet parking program, utilizing parking spaces located on Lots C and D (as defined in the Parking Agreement), or any portions thereof (whether one or more) that contain 400 paved and marked parking spaces designated by the City, with the consent of the Developer or any Developer Subsidiary, for visitors to the Project subject to the terms and conditions set forth in the Parking Agreement, and shall have the right to retain all revenue generated by such operation.

Section 12.6. City Parking Revenue. Subject to the other provisions of this Article XII concerning validation, valet, hotel and residential parkers, each year, the City will have the right to retain the revenue generated by transient daily paid parkers utilizing the parking spaces located at the Project (excluding residential parkers within the Residential Parking Garages). In addition, subject to the other provisions of this Article XII, the City will also receive parking revenue from spaces in the Project paid by attendees of Jaguars NFL games, the Florida-Georgia Game, the TaxSlayer Gator Bowl, Monster Jam, other Stadium events, events at the baseball grounds, events at the VyStar Veterans Memorial Arena, events at Daily's Place and any Major District Event and any Minor District Event as defined in the Parking Agreement.

Section 12.7. Discounted Parking Program. The City and the Developer will cooperate to develop a discounted parking program for employees who work in the Project or at the Stadium.

Section 12.8. Hotel Parking. In addition to the other rights of Developer in this ARTICLE XII, the Developer or applicable Developer Subsidiary shall have the right to permit visitors to the Hotel Component to park in the Surface Parking Lot and/or Lots M, N and P (whether one or more) designated by City with consent of Developer or any Developer Subsidiary (other than metered street parking spaces), up to one parking space per guest room in the Hotel Component. All parking charges paid for such uses shall be retained by Developer or its designee.

ARTICLE XIII
CONSTRUCTION

Section 13.1. Conditions Precedent to Developer's Construction Obligations. The obligations of the Developer hereunder with respect to the Horizontal Infrastructure Improvements, the Vertical Infrastructure Improvements, or any Developer Improvement are subject to the City's compliance with all of its obligations under this Agreement, and the satisfaction of the following conditions on or before the Commencement of Construction with respect to the Horizontal Infrastructure Improvements and delivery of the Completion Guaranty for the Project:

(a) The Developer and the City shall have agreed upon an on-street parking plan in accordance with Section 18.3 hereof;

(b) The City shall have approved legislation to permit planned signage for such Component in accordance with Section 18.5 hereof;

(c) The City has executed and delivered all Closing Documentation required in connection with the Vertical Infrastructure Improvements or the Developer Improvement, as applicable, pursuant to this ARTICLE VI; and

(d) The Developer and/or a Developer Subsidiary, as applicable, have obtained all permits necessary for Commencement of Construction of all Components except for the Hotel Component.

Section 13.2. Construction and Operation Management. Except as otherwise expressly provided herein, the Developer and each applicable Developer Subsidiary shall have discretion and control, free from interference, interruption or disturbance, in all matters relating to the management, development, redevelopment, construction and operation of the Project, provided that the same shall, in any event, conform to and comply with the terms and conditions of this Agreement and all applicable state and local laws, ordinances and regulations (including without limitation, applicable zoning, building and fire codes). Except as otherwise expressly provided herein with respect to the Infrastructure Improvements and/or Live! Component to be owned by the City, each such Person's (i.e., Developer's and the applicable Developer Subsidiary's) discretion, control and authority with respect thereto shall include, without limitation, the following matters:

(a) The construction and design of the Project (or its applicable Developer Improvement), subject to the express terms and conditions of this Agreement;

(b) The selection, approval, hiring and discharge of engineers, architects, contractors, subcontractors, professionals and other third parties (collectively the "**Vendors**") on such terms and conditions as such entity deems appropriate; notwithstanding the foregoing Developer and Developer's Subsidiaries will take the necessary steps to comply with the City's Small and Emerging Business program requirement of twenty percent (20%) participation by Small and Emerging Businesses on City owned and funded projects as more particularly set forth in Section 13.5 hereof;

(c) The negotiation and execution of contracts, agreements, easements and other documents with third parties, in form and substance satisfactory to such entity; and

(d) The preparation of such budgets, cost estimates, financial projections, statements, information, and reports as such entity deems appropriate.

Section 13.3. Award of Design Professional's Contract(s) and Construction Contract(s). Developer shall be responsible for competitively and publicly soliciting professional services, including design and engineering professionals and to conduct the Work on the City-owned portions of the Project in compliance with Section 287.055, Florida Statutes, and otherwise in compliance with applicable State of Florida law and this Agreement, and in consultation with the

City Procurement Division. Competitive solicitation of all professional services, construction services, and/or other equipment and materials for the construction of the Infrastructure Improvements and any portion thereof shall be in compliance with applicable law, inclusive of Section 287.055, and Section 255.20, Florida Statutes. All potential bidders shall be prequalified to do business with the City pursuant to the requirements and procedures set forth by the Chief of Procurement and the Ordinance Code of the City of Jacksonville. The bidder or bidders selected by Developer in its final award may or may not have submitted the absolute lowest bid; provided, however, that prior to the actual bid award to any bidder other than the lowest bidder, the City shall be given the opportunity to review and approve the bid analysis and award procedures utilized in Developer' final award. City shall have the right to review the bid analysis and award procedures and subject to such bid and award procedures being in compliance with Florida law. All planning, design and construction services shall be conducted by design professionals, construction companies and/or equipment and material suppliers licensed or certified to conduct business in the State of Florida and the City. Nothing herein shall be deemed to (1) confer any rights on third parties, including any bidders, prospective bidders, contractors or subcontractors, or (2) impose any obligations or liability on the City. Notwithstanding anything to the contrary herein, the bidding and contract award procedures must comply with the procurement requirements of Florida law for public construction projects, including but not limited to Section 287.055, Florida Statutes. The City Procurement Division shall reasonably cooperate in good faith with Developer, at no cost to the City, to assist Developer in complying with applicable State of Florida law.

Section 13.4. Waiver of Procurement Requirements. Per the Ordinance, the provisions of Chapter 126, Ordinance Code, are waived for the Project, except that such waiver did not waive any portion of Chapter 126, Ordinance Code, pertaining to the Jacksonville Small Emerging Business Program. Further, the City is authorized to purchase directly certain items specified in the pricing proposals for the construction materials and improvements for the City-owned portions of the Project. Said items to be purchased shall be determined by the Chief of Procurement with the advice of the Director of Public Works in accordance with Section 10 of the Ordinance. Developer acknowledges that it will comply with all applicable laws, including but not limited to Section 255.20, Florida Statutes, relating to the design, engineering and construction of the Infrastructure Improvements and Live! Component. Notwithstanding the foregoing, any public art to be owned by the City and included in the Project shall be selected and procured consistent with the requirements of the City's *Ordinance Code*, including but not limited to Chapter 126, Part 9, *Ordinance Code*.

Section 13.5. Jacksonville Small and Emerging Businesses (JSEB) Program.

Developer, in further recognition of and consideration for the City Funds provided to assist Developer pursuant to this Agreement, hereby acknowledges the importance of affording to small and emerging vendors and contractors the full and reasonable opportunity to provide materials and services ("**Opportunity**"). Therefore, Developer hereby agrees as follows:

(a) Developer shall obtain from City's Procurement Division the list of certified Jacksonville Small and Emerging Businesses ("**JSEB**"), and shall, in accordance with Municipal Ordinance Code ("**Code**") Sections 126.601 et seq., use good faith efforts to enter into contracts

with City certified JSEBs to provide materials or services in an aggregate amount of twenty (20%) of the maximum amount of City Funds actually contributed to the Project

(b) Developer shall submit JSEB report(s) regarding Developer's actual use of City-certified JSEBs on the Project. The JSEB report(s) shall be submitted on a quarterly basis until Substantial Completion of the Infrastructure Improvements, the Live! Component and the Mixed-Use Component. The form of the report to be used for the purposes of this Section is attached hereto as **Exhibit "K"** (the "**JSEB Reporting Form**").

Section 13.6. Periodic Reports; Development Schedule. The Developer shall provide to the City reports with respect to the progress of the construction on the Property on monthly basis, no later than the fifteenth (15th) of each month, until such time as all Components of the Project have achieved Substantial Completion. During the construction of the Project, the City and Construction Inspector shall have access to the public areas of the Project and any portion of the Project to be owned by the City during regular business hours and upon reasonable advance notice, unless for inspection and enforcement purposes in which case the City's police powers shall govern.

Section 13.7. Obligation to Commence Project; Development Schedule.

(a) Developer shall commence, or cause the applicable Developer Subsidiary to commence, the environmental remediation Work for the Project (the "**Remediation**") within six (6) months from the Effective Date.

(b) Within eighteen (18) months following the completion of the Remediation and the issuance of a Site Rehabilitation Completion Order by the FEDP with respect to the Property (the "**SRCO**"), Developer or the applicable Developer Subsidiary shall have applied in good faith for all Regulatory Approvals as necessary for the Commencement of Construction of the Project and thereafter shall use its reasonable efforts in good faith to obtain all such Regulatory Approvals. Developer shall notify the City in writing within ten (10) calendar days of the date it receives the Regulatory Approvals necessary for the Commencement of Construction of the Project.

(c) Subject to the terms of this Agreement (including, but not limited to, Section 19.4 and the City's obligation to provide the City Funds in accordance with the terms of this Agreement), Developer or the applicable Developer Subsidiary shall cause Substantial Completion of all Project Components to be completed within thirty-six (36) months of the date of receipt of all Regulatory Approvals necessary for the Commencement of Construction of all Project Components.

(d) In the event of a failure by Developer or the applicable Developer Subsidiary under this Section 13.7 and in addition to any cure period provided in Section 15.1, the date for achieving Substantial Completion of any Component may be extended by the City for up to one year, in its reasonable determination, as long as Developer (or the applicable Developer Subsidiary) is using diligent and good faith efforts to achieve Substantial Completion. The provisions of this Section 13.7 are subject to the provisions of Section 19.4 (Force Majeure) and the compliance by the City with the provisions of this Agreement. Notwithstanding anything herein to the contrary, a failure by the Developer to cause Substantial Completion of the Hotel

Component in accordance with this Section 13.7 shall not affect the obligations of the City under this Agreement with respect to the other Components of the Project, including but not limited to the obligations of the City to disburse City Funds hereunder for such other Components and the Developer shall not be deemed in default of this Agreement as to the other Components of the Project; provided, however, the City shall have the right to enforce the Guarantors' obligations with respect to the Hotel Component pursuant to the Completion Guaranty.

Section 13.8. Non-Discrimination. In conformity with the requirements of Section 126.404, Ordinance Code, the Developer represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations and as required by law, throughout the term of this Agreement. The Developer agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Chapter 126, Part 4 of the Ordinance Code, provided however, that the Developer shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of request. The Developer agrees that, if any of its obligations to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Section 13.8 shall be incorporated into and become a part of the subcontract. The Developer shall cause the foregoing language to be included in any agreements it has with the Developer Subsidiaries.

ARTICLE XIV _
REV GRANT; HOTEL COMPLETION GRANT

Section 14.1. REV Grant; Mixed-Use Component. With regard to the Mixed-Use Component (and exclusive of the value of any City-owned Parking Garages), the City shall make a recapture enhanced value grant to the Developer in a total amount not to exceed $12,500,000 (the "**REV Grant**"), payable in annual installments beginning in the first year following Substantial Completion of the Mixed-Use Component and inclusive of the applicable portion of the Conveyed Property on the City tax rolls at full assessed value (the "**Initial Year**") and ending twenty (20) years thereafter but not later than 2046 (the "**Final Year**"), in accordance with the terms of this Agreement. The REV Grant shall be payable by the DIA to the Developer in accordance with the provisions herein.

Section 14.2. Payments of REV Grant. The REV Grant shall be paid by the DIA (or the City, if the "TIF," defined below, expires or terminates) to the Developer by check or wire transfer, in annual installments determined in accordance with this Agreement, due and payable on or before May 15 of each year, commencing May 15 of the Initial Year and ending May 15 of the Final Year, or when the maximum amount of the REV Grant shall have been paid to the Developer, whichever occurs first. The DIA or the City shall have no liability for any REV Grant payment in excess of the amount stated in Section 14.1 hereof or after payment of the final installment due May 15 of the Final Year, and, except as expressly provided in this Agreement, including but not limited to Section 14.6 hereof, the REV Grant payments as determined pursuant to Section 14.4 hereof shall not be subject to reduction or repayment. The City shall have no liability for any REV Grant payment that in the cumulative amount in excess of the

amount set forth in Section 14.1 hereof. Should the Downtown East portion of the Combined Downtown Northbank CRA (the "**TIF**") terminate or expire prior to full payment of the REV Grant in accordance with this Agreement, the City shall pay any remaining portion of the REV Grant in accordance with the terms of this Agreement.

Section 14.3. The Developer by written notice to the DIA may assign its right to receive the REV Grant payments to a Developer Subsidiary, and DIA shall have no liability in connection with any such assignment. A Developer Subsidiary to whom the REV Grant is assigned shall have the right to instruct the DIA in writing to pay the REV Grant for the applicable Developer Improvement to a lender of such Developer Subsidiary and to pledge such funds to a lender as collateral for a loan. Upon the written request of such Developer Subsidiary, the DIA, shall execute and deliver to the lender of such Development Subsidiary or its successor and assign, an acknowledgement of such payment instruction and pledge, prepared by such Developer Subsidiary in a form acceptable to the DIA (or its successors and assigns) in its reasonable discretion.

Section 14.4. Determination of Annual Installments. The amount of each installment of the REV Grant for the Mixed-Use Component shall be the sum which is equal to Seventy Five percent (75%) of the Annual Project Revenues (as defined and determined in this subsection) received by the City during the twelve (12) month period ended April 1 last preceding the due date of such annual installment. For purposes of this Agreement, "**Annual Project Revenues**" means the amount of all municipal and county ad valorem taxes, exclusive of any amount from any debt service millage or Business Improvement District ("**BID**") millage, actually paid by any taxpayer for that tax year (net of any discount pursuant to Section 197.162, Florida Statutes, or any successor provision, actually taken by the taxpayer) during such period with respect to all real property and tangible personal property (regardless of the ownership of such property), comprising the Mixed-Use Component and the real property on which the Mixed-Use Component is located, less the amount of all municipal and county ad valorem taxes that would have been levied or imposed on such land using the assessed value for the year 2020 (the "**Base Year**"), which for purposes of this Agreement shall be $9.00 per square foot [*to be inserted after calculation of square footage of Conveyed Property as confirmed by survey*], exclusive of any debt service millage or BID millage. The foregoing references to ad valorem taxes shall be deemed to include any other municipal or county taxes, or other municipal or county fees or charges in the nature of or in lieu of taxes, that may hereafter be levied or imposed on the Developer Subsidiary with respect to real property or tangible personal property comprising the Mixed-Use Component and the real property upon which it is located, in lieu of or in substitution for the aforesaid taxes and which are levied or imposed for general municipal or county purposes or shall be available for the City's general fund, but not including stormwater or garbage fees or assessments.

By April 1 of each calendar year, commencing April 1 of the Initial Year and ending April 1 of the Final Year, the Developer or any authorized designee shall give written notice to the DIA of the amount of county ad valorem taxes paid during the preceding twelve (12) month period ending on such April 1, quantified by real property and tangible personal property amounts as to the Mixed-Use Component. If, by April 1 of any year, the Developer or authorized designee has failed to give notice of taxes paid during the preceding twelve (12) month period for the Mixed-Use Component, the Developer or authorized designee shall not be eligible for a REV

Grant payment for that year as to the Mixed-Use Component. Provided, however, that if the Developer or authorized designee provides timely notice in future years, such entity shall be eligible for a REV Grant payment based on the Annual Projected Revenues in such future year's notice.

Section 14.5. Further Disclaimer. The REV Grant shall not be deemed to constitute a debt, liability, or obligation of the City, DIA or of the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory limitation, or a pledge of the faith and credit or taxing power of the City, DIA or of the State of Florida or any political subdivision thereof, but shall be payable solely from the funds provided therefor in this ARTICLE XIV. Neither the DIA nor the City shall be obligated to pay the REV Grant or any installment thereof except from the non-ad valorem revenues or other legally available funds provided for that purpose, and neither the faith and credit nor the taxing power of the City, DIA or of the State of Florida or any political subdivision thereof is pledged to the payment of the REV Grant or any installment thereof. The Developer, Developer Subsidiary, or any person, firm or entity claiming by, through or under the Developer or Developer Subsidiary, or any other person whomsoever, shall never have any right, directly or indirectly, to compel the exercise of the ad valorem taxing power of the City, DIA or of the State of Florida or any political subdivision thereof for the payment of the REV Grant or any installment of either.

Section 14.6. Mixed-Use Component Minimum ~~Developer~~ Investment**.** If, by the Reconciliation Date, the Developer fails to invest at least $111,000,000] of private funding in the Mixed-Use Component, the REV Grant will be proportionately reduced. If, by the Reconciliation Date, the Developer fails to ~~invest at least $95,000,000 of private funding in~~incur at least $[95,000,000] in Direct Costs for the Mixed-Use Component, the REV Grant will be terminated and the Developer will repay the City the entire amount of the REV Grant that has been previously paid to the Developer, if any. Notwithstanding anything herein to the contrary, in the event there is Contractor Litigation on the Reconciliation Date: (i) the amount of Direct Costs incurred for the Mixed-Use Component as of the Reconciliation Date shall be deemed to include the maximum amount of the Direct Costs of the Mixed-Use Component that Developer or a Developer Subsidiary may be obligated to pay as a result of such Contractor Litigation, pending the resolution of such Contractor Litigation; and (ii) upon resolution of such Contractor Litigation by settlement, judgement, or binding arbitration (the "**Final Reconciliation Date**"), the amount of Direct Costs incurred for the Mixed-Use Component shall be recalculated for purposes of this Section 14.6, taking into consideration the payment of any Direct Costs as a result of such Contractor Litigation. If, by the Final Reconciliation Date, the Developer fails to incur at least $[95,000,000] in Direct Costs for the Mixed-Use Component, the REV Grant will be terminated and the Developer will repay the City the entire amount of the REV Grant that has been previously paid to the Developer, if any.

Section 14.7. Hotel Completion Grant. Upon Substantial Completion of the Hotel Component, the City shall pay the Developer a completion grant in an amount equal to $12,500,000 (the **"Hotel Grant"**); provided, however, that the aggregate value of the Hotel Grant and the REV Grant shall not exceed $25,000,000. The Hotel Grant shall be paid in five (5) equal installments, upon Substantial Completion of the Hotel Component, and upon each of the first four (4) anniversaries of such date.

~~Section 14.8. Hotel Component Minimum Investment. If, by the Reconciliation Date, the Developer fails to invest at least [$_____] of private funding in the Hotel Component, the Hotel Grant will be proportionately reduced. If, by the Reconciliation Date, the Developer fails to invest at least [$_____] of private funding in the Hotel Component, the Hotel Grant will be terminated and the Developer will repay the City the entire amount of the Hotel Grant that has been previously paid to the Developer, if any.~~

ARTICLE XV
DEFAULTS, REMEDIES, TERMINATION AND FURTHER RIGHTS

Section 15.1. Default. If any party to this Agreement defaults in the performance of any material obligation imposed upon it under this Agreement, ~~the Completion Guaranty, the Live! Lease, the City Loan Documents, the Parking Agreement or any other document contemplated under this Agreement,~~ the party owed said performance shall deliver written notice of such failure or default. The defaulting party shall commence to cure such default within thirty (30) days after delivery of such notice of default, and diligently pursue such cure to completion within sixty (60) days after delivery of such notice as to any default which by its nature is capable of being cured within sixty (60) days (or within a reasonable period as to any default which by its nature is not capable of being cured within sixty (60) days). If the defaulting party does not so commence to cure and cure such default within the above time period, there shall be an Event of Default hereunder, and the party owed said performance may terminate this Agreement and/or the defaulting party shall be liable for specific performance and/or damages caused by such default. Notwithstanding anything to the contrary contained in this Agreement, a default concerning the City's obligation to provide the City Funds or to make a payment of the City Funds shall be cured by the City within thirty (30) days after delivery of a notice of default by the Developer and if not cured within such time period, there shall be an Event of Default hereunder, and the Developer may pursue all available legal remedies.

Section 15.2. Developer's Bankruptcy. Notwithstanding any contrary provision contained in this Agreement, in the event (a) an order, judgment or decree is entered by any court of competent jurisdiction adjudicating the Developer bankrupt or insolvent, approving a petition seeking a reorganization or appointing a receiver, trustee or liquidator of the Developer or of all or a substantial part of its assets, or (b) there is otherwise commenced as to the Developer or any of its assets any proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or similar law, and if such order, judgment, decree or proceeding continues unstayed for more than sixty (60) days after any thereof expires, then the City may declare a default under this Agreement.

Section 15.3. Termination Right. Prior to the Commencement of Construction of the Horizontal Infrastructure Improvements and prior to any Closing on the Conveyed Property, in the event that either (a) the City (i) elects or is deemed to have elected not to cure any or all Title Defects or (b) fails to cure any Title Defects which such party has agreed to attempt to cure pursuant to Section 6.5, or (b) an environmental condition or other subsurface condition is discovered on the Property not known as of the Effective Date of this Agreement, the Developer shall have the right to terminate this Agreement by written notice delivered to the City, and upon delivery of such notice, the parties shall have no further rights or obligations hereunder. Notwithstanding the foregoing, in the event the Developer determines, in its sole discretion, that

it desires to take title to the Conveyed Property as to all Components as well as execute the Live! Lease subject to the Title Defect or environmental matter, the Developer shall have the right to notify the City of its intention to proceed to close the transaction.

ARTICLE XVI
ANTI-SPECULATION AND ASSIGNMENT PROVISIONS

Section 16.1. Purpose. The Developer represents and agrees that its acquisition of the Property and its undertakings pursuant to this Agreement are for the purpose of developing the Property pursuant to this Agreement and not for speculation in land holding (it being hereby acknowledged and agreed that the holding title to the Property by the Developer or any Developer Subsidiary pending Commencement of Construction of the Developer Improvements thereon shall not be deemed to be land speculation). The Developer further recognizes, in view of the importance of the development of the Property to the general health and welfare of the City and redevelopment of downtown Jacksonville that the qualifications, financial strength and identity of the managing member and controlling members (i.e., the parent entity of The Cordish Companies, members of the Cordish family, the parent entity of the Jacksonville Jaguars and members of the Khan family) of the Developer are of particular concern to the City.

Section 16.2. Assignment: Limitation on Conveyance. Subject to the provisions of ARTICLE XIV, the Developer agrees that it shall not, without prior written consent of the City, transfer or convey this Agreement except to any entity in which Developer or any Affiliate thereof is a majority controlling owner (or with respect to the Hotel Component only, any other entity consistent with the terms of this Agreement) who agrees to develop the Conveyed Property in accordance with the terms of this Agreement. If any such prohibited assignment, transfer, or conveyance is made, the City shall be entitled to recover from the Developer the amount by which the consideration paid or payable to the Developer for such assignment, transfer or conveyance exceeds the amount paid or payable by the Developer to the City. The provisions of this Section 16.2 shall not apply to any Developer Improvement, excluding the Live! Component, upon the Substantial Completion of the construction of such Developer Improvement (exclusive of reasonable punch list items and Tenant Improvements) and this Section 16.2 shall be null and void upon the Substantial Completion of the Project as set forth in the Master Development Plan (exclusive of punch list items and Tenant Improvements.) Assignment of the Live! Lease shall be in accordance with the terms and conditions as set forth therein.

Section 16.3. Assumption Agreement. In connection with an authorized Disposition, the counterparty to such Disposition shall assume all obligations and liabilities of the Developer under this Agreement accruing from and after the date of such Disposition by a written agreement (the "**Assignment and Assumption Agreement**") in form and content as reasonably acceptable to the City, to which the City is either a party or in which the City is specified to be a beneficiary, a copy of which Assignment and Assumption Agreement shall be promptly provided to the City following the Disposition to evidence the assignment and assumption in question. The provisions of this Section 16.3 shall not apply to Leases or Mortgages. Any such Disposition and Assignment and Assumption Agreement shall not release Developer of its obligations and liabilities under this Agreement arising prior to the effective date of the Assignment and Assumption Agreement.

Section 16.4. Permitted Dispositions to Tenants. Notwithstanding anything in this Agreement to the contrary, the Developer and each Developer Subsidiary may enter into Leases or other contractual agreements with Tenants for parts (but less than all) of such entity's interest in a Developer Improvement, at any time and from time to time without the need to request or obtain the consent of the City; provided, however, that Leases or other contractual arrangements with Tenants for the Live! Component shall be governed by the Live! Lease. Notwithstanding anything in this Section 16.4 to the contrary, a Lease or Leases may not be used as a way to circumvent or violate the assignment limitations or other provisions of ARTICLE XVI, provided, however, the Developer (and the applicable Developer Subsidiary) shall have the right, from time to time, to lease all or any part of a Developer Improvement to one or more Tenants, that may or may not be an affiliate of the Developer or any of its direct or indirect members, that operate one or more businesses in a Developer Improvement, such as a bar, restaurant or nightclub. Such a Tenant shall have the right to sublease or license portions of its leased premises to third parties for the operation of businesses.

Section 16.5. Liability. In the event of a Disposition of all of the interest of the Developer (or a Developer Subsidiary) concerning a Developer Improvement or the Project, upon such entity's delivery of an Assignment and Assumption Agreement pursuant to Section 16.3 hereof, the Developer (and the applicable Developer Subsidiary) shall be relieved of all further liability arising hereunder arising after the effective date of the Assignment and Assumption Agreement.

Section 16.6. Obligations of Tenants. Any Tenant is not a successor or assignee of the Developer's obligations to the City merely by being a Tenant.

Section 16.7. Project Financing and Mortgages. The provisions of this ARTICLE XVI are not intended to modify or supersede any of the rights granted the Developer (including any Developer Subsidiary), any Mortgagee and any Tenant under this ARTICLE XVI and ARTICLE XVII hereof. In the event that the provisions of this ARTICLE XVI conflict with or are inconsistent with any of the other provisions of ARTICLE XVII hereof, the provisions of ARTICLE XVII hereof shall control and the provisions of this ARTICLE XVI shall be construed and interpreted accordingly.

Section 16.8. Hotel. The provisions of Sections 16.1, 16.2, 16.3, 16.4, 16.5, 16.6 and ~~16. 7~~16.7 hereof shall not apply to a Developer Improvement that contains a hotel.

Section 16.9. Limitation on Conveyance of Components.

(a) The Parties acknowledge and agree that for and in consideration of the mutual covenants contained in this Agreement and the other documents contemplated by this Agreement, the Developer hereby agrees (and shall cause each Developer Subsidiary to agree and provide the City with written evidence of such agreement, in form and substance satisfactory to the City) not to make a Disposition of any Component, in whole or in part, by operation of law or otherwise until the fifth (5th) anniversary of the date of achieving Substantial Completion of ~~all of the Components contemplated to be constructed pursuant to this Agreement~~such Component (the "**Transfer Prohibition Period**"), subject to Section 16.9(c) hereof.

(b) Notwithstanding anything contained in this Agreement to the contrary, a "Change in Control" of the Developer or any Developer Subsidiary shall be deemed ~~for purposes of this Agreement~~ to constitute a Disposition for purposes of this Section ~~16.9.~~16.9 only. As used in this Section ~~16.9,~~16.9, a "**Change in Control**" shall be deemed to have occurred when, as a result of a transfer or series of transfers, more than 25% of the control or the beneficial ownership of any voting interests or equity interests of the Developer or any Developer Subsidiary changes at any time on or after the Effective Date; provided however, that the following transfers shall be disregarded for purposes of determining whether a Change in Control has occurred: (i) any transfer of control or the beneficial ownership of any voting interests or equity interests of the Developer or any Developer Subsidiary by a Person to any Affiliate of such Person or to another member or partner of the Developer or any Developer Subsidiary; and/or (ii) any transfer of up to 15% of a Person's beneficial ownership of any voting interests or equity interests of the Developer or any Developer Subsidiary to one or more employees, officers, board members or beneficial owners of such Person.

(c) Notwithstanding anything contained in this Agreement to the contrary, during the Transfer Prohibition Period, Developer or any Developer Subsidiary may make a Disposition of a Component to one or more of its Affiliates or to any Affiliate of any member of Developer or any Developer Subsidiary, provided that (i) such Affiliate assumes all of the liabilities and obligations of Developer or the applicable Developer Subsidiary under this Agreement and agrees to be abide by and be bound by the terms and conditions of this Agreement, (ii) Developer remains liable under this Agreement, and (iii) no later than fifteen (15) calendar days prior to the effective date of the Disposition, the assignee shall execute documents satisfactory to the City Representative to evidence such assignee's assumption of the obligations and liabilities of Developer under this Agreement.

(d) Notwithstanding anything to the contrary in this Section 16.9, the parties acknowledge and agree that Developer shall be permitted to transfer the development rights to the Hotel Component to a hotel developer if a hotel developer requires ownership of the Hotel Component as a condition for such hotel developer to construct the Hotel Component.

ARTICLE XVII
MORTGAGEE RIGHTS

Section 17.1. Right to Mortgage. Notwithstanding any other provisions of this Agreement, the Developer (and each Developer Subsidiary) shall at all times have the right to encumber, pledge, grant, or convey its rights, title and interest in and to the Property, the Project, each Developer Improvement or any portions thereof, and/or to this Agreement (or any rights of Developer hereunder) by way of a mortgage, pledge, assignment or other security agreement (a "**Mortgage**") to secure the payment of any loan or loans obtained by the Developer or a Developer Subsidiary to finance or refinance any portion or portions of the Project. The beneficiary of or mortgagee under any such Mortgage is hereby referred to herein as a "**Mortgagee**". The City recognizes and acknowledges that each Developer Improvement may be separately financed by the Developer (or a Developer Subsidiary) and may be encumbered by separate Mortgages. The Mortgagee of each Developer Improvement shall have the benefit of the provisions of this ARTICLE XVII with regard to its Mortgage and the property and project its Mortgage encumbers.

Section 17.2. Notice of Breaches to Mortgagees. In the event the City gives notice to the Developer of a breach of its obligations under this Agreement, the City shall endeavor to furnish a copy of the notice to the Mortgagees that have been identified to the City by the Developer. To facilitate the operation of this Section 17.2, the Developer shall at all times provide the City with an up-to-date list of Mortgages.

Section 17.3. Mortgagee May Cure Breach of the Developer.

(a) In the event that the Developer receives notice from the City a of a breach by the Developer of any of its obligations under this Agreement the Mortgagees shall have the right, but not the obligation, to cure such default by giving the City written notice of its intention so to cure within the thirty (30) day cure period, which may be extended at the sole discretion of the City. In the event that any Mortgagee elects to proceed to cure any such default, such Mortgagee shall do so within the applicable cure period contained in this Agreement; provided, however, that the cure period for the Mortgagee may be extended at the sole discretion of the City.

(b) In the event any Mortgagee elects to exercise its rights of foreclosure under a Mortgage (or appoint a receiver or accept a deed and/or assignment-in-lieu of foreclosure), after foreclosure of the Developer's or a Developer Subsidiary's interest in and to the Project or any portion thereof (or after the appointment of a receiver or the obtaining of the Developer's or a Developer Subsidiary's interest in and to the Project or any portion thereof, as applicable, via deed and/or assignment-in-lieu of foreclosure), such Mortgagee may at its option:

(i) elect to assume the position of the Developer hereunder with respect to the Developer Improvement pledged by its mortgagor in which case, in the event the City has terminated this Agreement or suspended the distribution of any funds, including the City Funds that the City is obligated to provide to the Developer or a Developer Subsidiary with respect to such Developer Improvement (and Infrastructure Improvements necessary to construct and operate such Developer Improvement) pursuant to this Agreement, the City agrees that this Agreement shall be deemed reinstated and the City shall commence the distribution of such funds, including the City Funds in accordance with the provisions of this Agreement and, in which case, such Mortgagee shall cure any default by the Developer hereunder with respect to such Developer Improvement that the Mortgagee had received notice of in accordance with the provisions of Section 17.2 hereof within the timeframes contained in this Agreement and shall cause Substantial Completion of such Developer Improvement to occur; or

(ii) elect not to assume the provisions of this Agreement.

The Mortgagee shall have the right so to elect (i) above of this Section 17.3(b) only if it shall exercise such right within six (6) months after the receipt of the additional notice herein set forth. For purposes of this Section 17.3, the term "**Mortgagee**" shall include not only the "**Mortgagee**", as that term is defined in this ARTICLE XVII, but shall also include any Person that obtains the Developer's or a Developer Subsidiary's interest in and to all or any portion of the Property as a result of a Mortgagee's exercise of

its foreclosure rights or the transfer of the Developer's or a Developer Subsidiary's interest in and to all or any part of the Property and/or the Project at the direction of the Mortgagee by the Developer or a Developer Subsidiary to a Person by deed and/or assignment-in-lieu of foreclosure.

Section 17.4. Rights and Duties of Mortgagee. In no event shall any Mortgagee be obliged to perform or observe any of the covenants, terms or conditions of this Agreement on the part of the Developer or a Developer Subsidiary to be performed or observed, or be in any way obligated to complete the improvements to be constructed in accordance with this Agreement, nor shall it guarantee the completion of the Project or any Developer Improvements as hereinbefore required of the Developer, whether as a result of (i) its having become a Mortgagee, (ii) the exercise of any of its rights under the instrument or instruments whereby it became a Mortgagee (including without limitation, foreclosure or the exercise of any rights in lieu of foreclosure), (iii) the performance of any of the covenants, terms or conditions on the part of the Developer or a Developer Subsidiary to be performed or observed under this Agreement, or (iv) otherwise, unless such Mortgagee shall either make the election set forth in Section 17.3(b)(i) of this Agreement or shall specifically elect under this Section 17.4 to assume the obligations of the Developer with respect to the applicable Developer Improvement by written notice to the City whereupon such Mortgagee, upon making such election as aforesaid, shall then and thereafter for all purposes of this Agreement be deemed to have assumed all of the obligations of the Developer with respect to the applicable Developer Improvement hereunder.

Section 17.5. Mortgagee's Rights Agreements. The City, acting by and through the City Representative, shall, at the request of the Developer made from time to time and at any time, enter into a lender's rights agreement with any Mortgagee (or potential Mortgagee) identified by the Developer, which lender's rights agreement shall be consistent with the terms and provisions contained in this ARTICLE XVII that apply to Mortgagees and Mortgages but shall not exceed, increase or otherwise amend the rights in place at the time of the request. Within twenty (20) days of the Developer's request for a lender's rights agreement pursuant to the provisions of this Section 17.5, time being of the essence, the City, acting by and through the City Representative, shall execute and deliver to the Developer such a lender's rights agreement benefiting the identified Mortgagee (or potential Mortgagee) and such Mortgagee's Mortgage (or potential Mortgagee's potential Mortgage), which executed lender's rights agreement shall be in a form and substance that are reasonably acceptable to such Mortgagee (or potential Mortgagee) and that is consistent with, and at the option of such Mortgagee (or potential Mortgagee) incorporates, the terms and provisions of this ARTICLE XVII that apply to Mortgagees and Mortgages.

Section 17.6. Component Development Agreements. At the request of the Developer, made at any time and from time to time, the City, acting by and through the City Representative, and the DIA shall, within sixty (60) days of such request, execute and deliver to the Developer: (i) a separate development agreement between the City, the DIA and a Developer Subsidiary for the Mixed-Use Component or the Hotel Component that is identical to this Agreement but for changes necessary to reflect that it relates solely to the Mixed-Use Component or the Hotel Component, as applicable, and does not increase the financial obligations of the City or diminish the City's rights (a "**Component Development Agreement**"), and (ii) an amendment to this Agreement (the "**Amendment**") that deletes such Component and the City Funds allocated to such Component from this Agreement. Such Component Development Agreement and the

Amendment shall be prepared by the Developer and contain all of the provisions of this Agreement that concern such Component. The Amendment may consist of an amendment and restatement of the Agreement in lieu of an amendment to the Agreement. The purpose of the Amendment and the Component Development Agreement is to satisfy a future lender's requirement that each the Developer and the owner of any Component is a single purpose bankruptcy remote entity. To that end, this Agreement, as amended by the Amendment and the Component Development Agreement shall not be cross defaulted.

ARTICLE XVIII
CITY OBLIGATIONS

Section 18.1. Signage. The City agrees to provide space, where available, on existing City owned way-finding signs to direct visitors to the Project. The Developer may seek placement of directional signage by the State of Florida on state highways with all costs related to such signage being the responsibility of the Developer.

Section 18.2. Liquor Licenses. The City will use commercially reasonable efforts, at no cost to City, to assist the Developer in obtaining the required licenses necessary to carry open containers on City-owned portions of the Project in and around the Live! Component and on public rights-of-way and plazas included within the Project.

Section 18.3. On-Street Parking and Public Transit. The City agrees to receive input from the Developer for a plan for public/mass transit in and around the Project, which plan will take into account, without limitation, passenger drop off areas, location of transit stops, no loading areas, no stopping areas, no parking areas, loading zones, and/or valet parking zones necessary or desirable for the operation of the Project and the City will, in good faith, consider such input.

Section 18.4. Compensatory Storm Water Mitigation Credits. The City shall provide the Developer with the storm water mitigation credits that are reasonably necessary for the filling of the pond on the Storm Water Detention Pond Area and creating the Surface Parking Lot on the Storm Water Detention Pond Area at current standard City rates.

Section 18.5. Signs and Graphics and Sponsorships. At or prior to conveyance of the Conveyed Property to the Developer or applicable Developer Subsidiary for any Component, City agrees to file legislation with its City Council to amend Section 656.1337, *Ordinance Code*, to authorize building and tenant identification signs and signs erected to represent sponsors or Tenants of the Project or any portions thereof, as well as products, activities or services that are sold, produced, manufactured, located, provided or furnished within the Property.

ARTICLE XIX
GENERAL PROVISIONS

Section 19.1. Amendment to the Plan and Ordinances. Any amendment by the City Council to any existing local law pertaining to the Property or any new ordinance enacted by the City Council pertaining to the Property which, in any event, amends or concerns the Property, shall not be applicable to the Property or enforceable against the Developer if at the time of the

enactment, the Developer has a vested interest in the then current applicable Development Rights pursuant to the laws of Florida.

Section 19.2. Non-liability.

(a) No member, official or employee of the City shall be personally liable to the Developer or to any Person with whom the Developer shall have entered into any contract, or any other Person in the event of any default or breach by the City; or for any amount which may become due to the Developer or any other Person under the terms of this Agreement.

(b) No direct or indirect partner, member, representative, or employee of the Developer and each Developer Subsidiary or any of their respective direct or indirect members shall be personally liable to the City in the event any default or breach by the Developer, or a Developer Subsidiary; or for any amount which may become due to the City, or any other Person under the terms of this Agreement.

Section 19.3. Approval. Whenever this Agreement requires the City, or the Developer to approve any contract, document, plan, specification, drawing or other matter, such approval shall not be unreasonably withheld or delayed, unless otherwise set forth herein.

Section 19.4. Force Majeure. No party to this Agreement shall be deemed in default hereunder and times for performance of any party's obligations hereunder shall be extended in the event of any delay to the extent that such a default or delay is a result of any action outside of its reasonable control, including war, armed conflicts, insurrection, strikes, lockouts, riots, civil disorder, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, pandemic, quarantine restrictions, freight embargo, tariffs, acts of international or domestic terrorism, shortage of labor, shortage or delay in shipment of fuel or materials, interruption of utilities service, lack of transportation, lack of legal authorization by the governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof, government restrictions of priority, litigation, severe weather, changing sea levels, climate change, and other acts or failures beyond the control or without the control of either party; provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay. In no event shall any of the foregoing excuse any financial liability of a party. Each party acknowledges and agrees that with respect to any delay alleged to be caused by the current COVID-19 pandemic, such party must provide evidence reasonably satisfactory to the other party that such delay was actually directly caused by the current COVID-19 pandemic.

Section 19.5. Notices. All notices to be given hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by a courier service utilizing return receipts to the parties at the following addresses (or to such other or further addresses as the parties may designate by like notice similarly sent) and such notices shall be deemed given and received for all purposes under this Agreement three (3) business days after the date same are deposited in the United States mail, if sent by registered or certified mail, or the date actually received if sent by personal delivery or courier service, except that notice of a change in address shall be effective only upon receipt:

(a) City:

City of Jacksonville
Office of the Mayor
117 West Duval Street, Suite 400
Jacksonville, Florida 32202
Attn: Chief Administrative Officer

With a copy to:

City of Jacksonville
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Corporation Secretary

(b) The Developer

Jacksonville I-C Parcel One Holding Company, LLC
c/o The Cordish Companies
601 East Pratt Street, Sixth Floor
Baltimore, Maryland 21202
Attention: President

With a copy to:

Jacksonville I-C Parcel One Holding Company, LLC
c/o The Cordish Companies
601 East Pratt Street, Sixth Floor
Baltimore, Maryland 21202
Attention: General Counsel

And to:

Gecko Investments, LLC
1 TIAA Bank Field Drive
Jacksonville, FL 32202
Attention: Megha Parekh, Legal

Section 19.6. Time. Time is of the essence in the performance by any party of its obligations hereunder.

Section 19.7. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all prior and contemporaneous negotiations and agreements between them with respect to all or any of the matters contained herein.

Section 19.8. Amendment. No amendment or modification of this Agreement shall be effective or binding upon any party hereto unless such amendment or modification is in writing, signed by an authorized officer of the party claimed to be bound and delivered to the other party. This Agreement and any provision hereof may be amended or modified as aforesaid to carry out the purposes and intent of the ordinance and this Agreement, without further City Council action, except that no increase in the City's financial commitments shall be made without City Council approval.

Section 19.9. Waivers. All waivers, amendments or modifications of this Agreement must be in writing and signed by all parties. Any failures or delays by either party in asserting any of this rights and remedies as to any default shall not constitute a waiver of any other default or of any such rights or remedies. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties hereto are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times or any other rights or remedies for the same default or any other default by the other party.

Section 19.10. Assignment. Except as expressly provided herein, this Agreement and the rights, duties, obligations and privileges of the parties herein may not be assigned or delegated without the prior written consent of the other parties and any purported assignment or delegation without such written consent shall be void and no force and effect and shall constitute a default of this Agreement.

Section 19.11. No Reliance on Developer Projections. Each of the City and the DIA hereby acknowledge and agree that all projections developed by Developer, its Affiliates and consultants with respect to job creation, tax revenues, parking revenues and other potential community and financial impacts the Project (the "Developer Projections") are forward-looking estimates and actual results may vary significantly. Developer makes no representation or warranty with respect to the Developer Projections. Neither Developer nor any of its Affiliates (including Developer Subisdiaries), officers, members, principals, employees or directors shall have any liability to the City or the DIA with respect to the Developer Projections.

Section 19.12. Severability. The invalidity, illegality or inability to enforce of any one or more of these provisions of this Agreement shall not affect any other provisions of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 19.13. Independent Contractor. In the performance of this Agreement, the Developer will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or association of the City. The Developer and its employees or agents shall be solely responsible for the means, method, technique, sequences and procedures utilized by the Developer in the performance of this Agreement.

Section 19.14. No Recording. This Agreement shall not be recorded or filed in the public land or other records of any jurisdiction by either Party and any attempt to do so may be treated by the other party as a breach of this Agreement. However, at the Closing, and as part of the Closing Documentation, the Parties shall execute the Memorandum of Agreement , or such other

memorandums or instruments, as mutually agreed upon by the Parties, in their reasonable judgment, which shall contain ~~(a) the pertinent provisions of the Condominium Documents as set forth in Section 5.3 hereof, (b) the prohibition of liens on any condominium units owned or to be owned by the City, (c) the salient development terms and time periods set forth under this Agreement, and (d)~~ such other terms and provisions of this Agreement that the Parties shall mutually agree. The Memorandum of Agreement, or such other memorandums or instruments shall be recorded in the public records of Duval County, Florida by the Developer at its expense to give record notice of the existence of this Agreement. If this Agreement is terminated for any reason, then each Party shall promptly execute and deliver any and all documents reasonably requested by the City to evidence the termination of the Memorandum of Agreement, or such other memorandums or instruments.

Section 19.15. Opinion of Counsel. Upon the execution of this Agreement, each Party shall have furnished to the other Parties an opinion of counsel, in form and substance mutually acceptable and customary in like transactions, as to the taking of all necessary action in connection with the authorization, execution, and delivery of this Agreement by such Party, the enforceability of this Agreement in accordance with the terms of each such agreement, and as to other matters mutually deemed necessary or appropriate by the Parties.

Section 19.16. Exemption of City. Neither this Agreement nor the obligations imposed upon the City, hereunder shall be or constitute an indebtedness of the City with the meaning of any constitutional, statutory or charter provisions requiring the City to levy ad valorem taxes nor a lien upon any properties of the City.

Section 19.17. Parties to Agreement. This is an agreement solely between, the City and the Developer. The execution and delivery hereof shall not be deemed to confer any rights or privileges of any Person not a party hereto other than the successors or assigns of the City and the Developer.

Section 19.18. Venue: Applicable Law. All legal actions arising out of or connected with this Agreement must be instituted in the federal and state courts situated in Jacksonville, Duval County, Florida. The laws of the State of Florida shall govern the interpretation and enforcement of this Agreement.

Section 19.19. Attorneys' Fees. In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, each party in any such legal action shall be solely responsible for its own attorneys' fees and expenses incurred by reason of such action.

Section 19.20. Insurance and Bond Requirements. See **Exhibit "L"** attached hereto and incorporated herein by this reference for the insurance and bond requirements of the General Contractor. The performance and payment bonds shall be consistent with the requirements of Section 255.05, Florida Statutes and in an amount at least equal to the amount of the Direct Costs of the Infrastructure Improvements and Live! Component.

Section 19.21. City Representative. From and after the date hereof, the City shall designate a representative (a "**City Representative**") who shall be authorized to give all directions, consents, approvals, waivers or other acknowledgements under this Agreement on the

part of the City and to receive any and all submissions from the Developer under this Agreement. Developer shall be entitled to rely on, and the Developer and the City agree to be bound by, any lawful direction, consent, approval, waiver or other acknowledgement given by the City Representative, unless prior to the time such direction, consent, approval, waiver or other acknowledgement is given, the City Manager (or his designee) gives written notice to Developer that the City Representative has been changed. For the purpose of this Agreement, Developer shall not be required to rely on and may refuse to accept directions, consents, approvals, waivers or other acknowledgements from any other Person, even if such Person has apparent or actual authority for the City, with the exception of the Mayor or the Chief Administrative Officer of the City. The City and the City Council hereby authorize and empower the City Representative, for and on behalf of the City, to take all actions on behalf of the City contemplated by this Agreement. The City shall be entitled to change the City Representative at any time upon five (5) days written notice to Developer, provided that the City Manager shall appoint a replacement City Representative upon such removal of the prior City Representative or promptly in the event of death or disability of such City Representative. The initial City Representative shall be the City Manager.

Section 19.22. Retention of Records; Audit.

The Developer agrees:

(a) To establish and maintain books, records and documents (including electronic storage media) with respect to itself, any Developer Subsidiaries and the Project sufficient to reflect all income and expenditures of funds provided by the City under this Agreement.

(b) To retain, with respect to the Project, all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of six (6) years after completion of the date of final payment by the City under this Agreement with respect to the Project. If an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement, at no additional cost to the City or the DIA.

(c) Upon demand, at no additional cost to the City or DIA, to facilitate the duplication and transfer of any records or documents during the required retention period.

(d) To assure that all records, supporting documents, statistical records, and any other documents (including electronic storage media) referenced in this Section 19.22 shall be subject at all reasonable times to inspection, review, copying, or audit by personnel duly authorized by the City, including but not limited to the City Council auditors.

(e) At all reasonable times for as long as records are maintained, to allow persons duly authorized by the City, including but not limited to the City Council auditors, full access to and the right to examine any of the Developer's and any Developer Subsidiary's contracts and related records and documents, regardless of the form in which kept.

(f) To ensure that all related party transactions with respect to the development and operation of the Project are disclosed to the City.

(g) To include the aforementioned audit, inspections, investigations and record keeping requirements in any assignment of this Agreement.

(h) Upon reasonable prior notice and during regular business hours, to permit persons duly authorized by the City, including but not limited to the City Council auditors, to inspect and copy any records, papers, documents, facilities, goods and services of the Developer and any Developer Subsidiary that are relevant to this Agreement, and to interview any employees and subcontractor employees of the Developer and any Developer Subsidiary to assure the City of the satisfactory performance of the terms and conditions of this Agreement. Following such review, the City will deliver to the Developer a written report of its findings and request for development by the Developer or any Developer Subsidiary of a corrective action plan where appropriate. The Developer hereby agrees to timely correct (or cause the applicable Developer Subsidiary to correct) all deficiencies identified in the corrective action plan necessary to comply with this Agreement.

Section 19.23. No Rights Conferred on Others. Except as expressly provided in ARTICLE XVII, nothing in this Agreement shall confer any right upon any Person other than the City, and the Developer and no other Person is considered a third-party beneficiary to this Agreement.

Section 19.24. Estoppel Certificates. The City and the Developer, at any time and from time to time, upon not less than thirty (30) days prior written notice from a Party hereto, or to a Person designated by such Party, such as a Tenant or a Mortgagee, shall execute, acknowledge, and deliver to the Party requesting such statement, certifying, among other matters, (i) that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (ii) stating whether or not, to the best knowledge of the signer of such certificate, the City or the Developer is in breach and/or default in performance of any covenant, agreement, or condition contained in this Agreement and, if so, specifying each such breach and/or default of which the signer may have knowledge, and (iii) any other factual matters reasonably requested in such estoppel certificate concerning this Agreement, it being intended that any such statement delivered hereunder may be relied upon by the Party requesting such statement and/or any Person not a Party to this Agreement (if such other Person is identified at the time such certificate was requested). The City Representative is hereby authorized to execute, acknowledge, and deliver such certificates on behalf of the City.

Section 19.25. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument. A counterpart delivered by electronic means shall be valid for all purposes.

Section 19.26. Survival and No Merger. The provisions of this Agreement shall survive the Closing, the final Disbursement under this Agreement and the earlier termination of any other document contemplated by this Agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, this Agreement is executed the day and year above written.

WITNESS:

_____

JACKSONVILLE I-C PARCEL ONE HOLDING COMPANY, LLC, a Delaware limited liability company

By: Jacksonville I-C Parcel One Holding Company Investors, LLC, a Maryland limited liability company, its Managing Member

By:_____
Name:
Title:

ATTEST:

By:_____
James R. McCain, Jr.
Corporation Secretary

Form Approved:

_____
Office of General Counsel

CITY OF JACKSONVILLE

By:_____
Lenny Curry, Mayor

DOWNTOWN INVESTMENT AUTHORITY

By:_____
Lori N. Boyer, Chief Executive Officer

~~GC-#1308288-v34-Jacksonville_I-C_Parcel_One_Development_Agreement_-_Lot_J.DOC~~

Encumbrance and funding information for internal City use:

Account…….. _____

Amount……...$_____

In accordance with Section 24.103(e), of 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; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent check request[s], as specified in said Contract.

_____
Director of Finance
City Contract #_____

Exhibit "A"

The Property

Exhibit "B"

Master Development Plan

Exhibit "C"

Developer Improvements

A. Two (2) luxury mid-rise residential buildings with a minimum of 350 residential units, with a minimum of 600 parking spaces ~~in the Surface Parking Lot~~integrated into the buildings (of which a minimum of 200 parking spaces shall be transient parking spaces).

B. The Live! Component, including a minimum of 75,000 square feet or more of retail, restaurant, service and other commercial space, portions of which will be located at street level in the residential and hotel buildings, and a minimum of ~~40,000~~35,000 square feet of office space.

C. An upscale hotel with a minimum of 120 rooms.

~~D. Minimum 600 parking spaces in the Parking Garages (in the aggregate) with a minimum of 200 transient spaces in the aggregate.~~

EXHIBIT "D-1"

Form of Trust Agreement of the City Defeasance Trust

EXHIBIT "D-2"

Form of Loan Agreement

EXHIBIT "D-3"

Form of Pledge and Collateral Agreement

EXHIBIT "D-4"

Form of Promissory Note

EXHIBIT "E"

Uses of City Funds for Project

EXHIBIT "F"

Form of Completion Guaranty

Exhibit "G"

Conveyed Property

The Conveyed Property shall consist of portions of the Property as necessary to support the construction of the Mixed-Use Components and Hotel Component and related improvements.

[Legal description to be inserted after confirmation by survey.]

Exhibit "H"

Infrastructure Improvements

Horizontal Infrastructure Improvements: (i) environmental remediation, including monitoring and obtaining all necessary approvals and close outs required by FDEP and applicable law to establish that all existing environmental concerns have been resolved, (ii) filling the pond on the Storm Water Detention Pond Area, (iii) creating the Surface Parking Lot on the Storm Water Detention Pond Area, (iv) compacting soil sufficient to create building pads, (v) installing the road and plaza system on the Property (but not the final paving or finishes), including the curbs, and (vi) relocation and installation of utilities and storm water management systems.

Vertical Infrastructure Improvements: (i) sidewalks, (ii) final paving and finishing of the roads and plazas, (iii) landscaping, (iv) wayfinding and directional signage, (v) the Parking Garages and any street parking that is included in the Project, (vi) public art, (vii) the LED Screen (except for any LED Screen that is constructed as part of the Live! Component), (viii) public spaces, (ix) hardscaping, (x) landscaping and (xi) the acquisition and installation of any gating, barriers or structures to facilitate the collection of parking revenues on parking lots subject to the Parking Agreement.

Exhibit "I"

Form of

Live! Lease

EXHIBIT "J"

Lots M, N and P

Exhibit "K"

JSEB Reporting Form

Business:
Goal: $
Contact:_____
Date:_____

Date Contract Awarded	Contractor Name	Ethnicity (1)	Scope of Work (2)	Contract Amount	Amount Paid to Date	% of Work Completed to Date
		(1) AA – African American		(2) Examples: Masonry		
		HANA – Hispanic, Asian, Native American		Painting		
		WBE – Women		Site Clearing		
		C - Caucasian		Electrical		

Exhibit "K" cont.

GOOD FAITH EFFORTS

Proposers who fail to meet the stated JSEB participation goals set forth in Section "r' are required to submit with their proposal all efforts that would demonstrate a "Good Faith Effort" in the solicitation of subcontractors to meet the JSEB participation goals on this project.

The following categories, without limitations, may be utilized in considering Good Faith Efforts as outlined in Chapter 126, Jacksonville Ordinance code:

(1) A contact log showing the name, address, and contact number (phone or fax) used to contact the proposed certified subcontractors, nature of work requested for quote, date of contact, person making the effort;

(2) The description of work for which a quote was requested;

(3) The amount of the quote given, if one was obtained;

(4) The list of divisions of work not subcontracted and an explanation why not; and

(5) Subcontractor information as requested by forms developed by the Department.

NOTE: The City will investigate and verify information submitted in determining Good Faith Effort and will compare the same with the performance of other proposers' attempts to meet the participation goals defined herein.

SOLICITATION EFFORTS - Should include your efforts to solicit quotes, through all reasonable and available means, the interest of all certified firms who have the capability to perform the work of the contract. The bidder should ensure that the requests are made within sufficient time to allow JSEB firms to respond. The contractor should take the initiative to contact firms which have indicated an interest in participating as a subcontractor/supplier.

ADDITIONAL EFFORTS - Utilizing the services offered by the City of Jacksonville Small and Emerging Business Office for assistance with recruitment efforts. Contractors are encouraged to undertake and document any other efforts taken in their attempt to fulfill the project goal.

Exhibit "K" cont.

Work Type Number	Description of Work, Service or Materials		JSEB Firm Name	
Contact Name (First and Last)	Contact Date	Contact Method	Contact Results	Bid Amount
1.				
2.				
3.				
Comments:				

Work Type Number	Description of Work, Service or Materials		JSEB Firm Name	
Contact Name (First and Last)	Contact Date	Contact Method	Contact Results	Bid Amount
1.				
2.				
3.				
Comments:				

Work Type Number	Description of Work, Service of Materials		JSEB Firm Name	
Contact Name (First and Last)	Contact Date	Contact Method	Contact Results	Bid Amount
1.				
2.				
3.				
Comments:				

EXHIBIT "L"

Insurance and Bonding Requirements

[Subject to review and comment by all parties]

Insurance and Indemnification Requirements. The insurance requirements below shall only be applicable to any work performed in connection with the construction of 2015 Improvements agreement (or "Project" for purposes of this Exhibit only).

INSURANCE

(i) Construction Insurance Requirements.

Developer shall require and obtain from its contractor(s) and its subcontractors of any tier to procure prior to commencement of work and maintain insurance of the types and limits specified and other persons performing work to procure and maintain insurance, at its sole expense, during the construction term of the construction and installation, of the types and in the minimum amounts stated below:

Contractor insurance shall cover each of the General Contractors (and to the extent its subcontractors or subconsultants and sub-subcontractors or sub-subconsultants are not otherwise insured, its subcontractors or subconsultants and sub-subcontractors or sub-subconsultants) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

Workers Compensation	Florida Statutory Coverage
Employer's Liability	$1,000,000 Each Accident
(Including appropriate Federal Acts)	$1,000,000 Disease Policy Limit
	$1,000,000 Each Employee/Disease

Commercial General Liability - (Form CG0001- 10/93 Occurrence Form)

Commercial General Liability - Form CG0001 10/93 as filed for use in the State of Florida without any restrictions endorsements other than those which are required by The State of Florida or those which, under an ISO Filing, must be attached to the policy (i.e. Mandatory endorsement) including but not limited to Broad Form Property Damage, Blanket Contractual, independent contractors, subconsultants or contractors and sub-subconsultants or sub-subcontractors.

$2,000,000 General Aggregate
$1,000,000 Products/Comp. Ops Aggregate

	$1,000,000 Personal/Advertising Injury $1,000,000 Each Occurrence

(Recipient or subcontractors shall maintain products and completed operations coverage for period of five (5) years after the final completion of the work.)

Business Automobile Liability (Coverage for all automobiles-owned, hired or non-owned)	$1,000,000 Combined Single Limit
Contractor's Professional Liability (If applicable)	$1,000,000 Per Claim & Aggregate

Professional Liability coverage will be provided on an Occurrence Form or Claims - Made Form with a retroactive date to at least the first date of commencement of professional services for the project and with a three year reporting option beyond the annual expiration date of the policy.

Contractors Pollution Liability (CPL)	$5,000,000 Per Loss and Aggregate

(Contractors Pollution Liability coverage will be required for any Environmental/Pollution related services including but not limited to testing, design, consulting, analysis, or other consulting work, whether self-performed or subcontracted. Such Coverage will include bodily injury, sickness, and disease, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation. City of Jacksonville, the Developer and any applicable Developer Subsidiary, together with their respective officers, officials, directors, and employees (collectively, the ""Additional Insureds") shall be included as additional insureds under the CPL.

Pollution Legal Liability (If applicable)	$1,000,000 Per Loss $2,000,000 Aggregate

(If the services provided require the disposal of any hazardous or non-hazardous material off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this contract.) The Additional Insureds shall be included as additional insureds under the CPL.

Umbrella (except CPL and PPL)	$20,000,000 Per Occurrence and annual Aggregate

For Subcontractors where the subcontract sum is $500,000 or less, $1,000,000 Each Occurrence/Annual General Aggregate.

For Subcontractors where the subcontract sum is over $500,000, $3,000,000 Each Occurrence/Annual General Aggregate.

(The Umbrella Liability policy shall be in excess of the above limits, except Contractors Pollution Liability and Pollution Legal Liability) without any gap. The Umbrella coverage will follow form the underlying coverages and provides on an Occurrence basis all coverages listed above and shall be included.)

Employment-Related Practices Liability. $1,000,000 Per Claim/Aggregate

(Each General Contractor shall maintain insurance covering employment practices liability exposures, such as liability arising from discrimination, wrongful termination, sexual harassment, coercion, and other workplace torts.)

Builder's Risk and Installation Floater

Developer shall cause to be placed an "all-risk" or "special form" policy form of builder's risk insurance for the Project insuring limits to 100% of completed values and replacement cost against the perils of fire and extended coverage and physical loss or damage without duplication of coverage, including but not limited to: breakage, theft, flood, windstorm, wind, wind-driven rain, earth movement or subsidence, vandalism, malicious mischief, collapse, false work, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable law. This insurance shall cover all of the Project materials stored off site, and also portions of the Project materials in transit, subject to customary sub-limits. This insurance will be placed by either the contractor engaged by the Developer, the Developer or applicable Developer Subsidiary itself or by the City. The City and Developer shall mutually decide as to which entity shall procure the builder's risk insurance with respect to the Infrastructure Improvements and the Live! Component, which decision shall be made prior to Developer or a Developer Subsidiary's entering into the construction contract for such Component.

Other Requirements and Coverages.

1. Commercial General and Umbrella Liability Insurance. Each General Contractor shall maintain Commercial General Liability (CGL), and Commercial Umbrella liability insurance with limits as set forth above. If such CGL contains a general aggregate limit, it shall apply separately to this Project.

(a) CGL insurance shall be written on ISO occurrence for CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

(b) The Additional Insureds shall be included as additional insureds under the CGL and under the Commercial Umbrella liability policy using an additional insured endorsement that is approved by the Developer and the City. This insurance shall apply as primary and non-contributing insurance with respect to any other insurance or self-insurance programs carried

by the Additional Insureds. If any additional insured has other insurance that is applicable to the loss such other insurance shall be on an excess or contingent basis. The City of Jacksonville, as a government entity, is governed by Section 768.28, Florida Statutes, and nothing herein should be construed so as to alter, waive, or extend the provisions and limitations of Section 728.28, Florida Statutes.

(c) There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from collapse or underground property.

2. Completed Operations Liability Insurance. Each General Contractor shall maintain the completed operations coverage for at least five (5) years following substantial completion of such General Contractor's Work.

(a) Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.

(b) Continuing CGL insurance shall have products-completed operations aggregate of at least two times the "each occurrence" limit.

(c) Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the completed work equivalent to that provided under ISO form CG 00 01.

3. Business Auto and Umbrella Liability Insurance.

(a) Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

(b) Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

(c) The Additional Insureds shall be included as additional insureds under the Business Automobile and under the Commercial Umbrella liability policy using an additional insured endorsement that is approved by Developer and the City.

4. Workers' Compensation and Employers' Liability. The alternate employer endorsement (WC 00 03 01 A) shall be attached showing City and Developer or the applicable Developer Subsidiary in the schedule as the alternate employer.

5. Generally.

(a) Deductible or Self-Insured Retention Provisions. The deductible amounts or self-insured (contractor's self-insurance program must comply with statutory requirements) retentions shall be approved by the City and Developer. General Contractor shall be responsible for paying all deductibles and self-insured retentions. Each of the City, the Developer and any Developer Subsidiary will not be responsible for any deductibles or self-insured retentions.

(b) Each General Contractor shall provide the City and Developer a Certificate of Insurance that shows the Additional Insureds as provided above and includes waiver of subrogation. The General Contractors' certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202 and Jacksonville Jaguars LLC, One EverBank Field Drive, Jacksonville, Florida 32202.

Depending upon the nature of any aspect of this project and its accompanying exposures and liabilities, the City may at its sole option, require additional insurance coverages in amounts responsive to those liabilities which may or may not require that the City also be named as an additional insured.

The above insurance in this Exhibit shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Stat or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. Prior to commencing any work on the project, Certificates of Insurance, Additional Insured Endorsement and Waiver of Subrogation approved by the City's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to the City. The Company shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the General Contractor shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

Anything to the contrary notwithstanding, the liabilities of the General Contractor shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance furnished by a General Contractor shall relieve Developer, the Contractor or any other Person providing service to the facility to provide insurance as required by this Exhibit, or, as the case may be, the contract.

Contractor's Insurance Additional Remedy. Compliance with the insurance requirements of this in this Agreement shall not limit the liability of the Contractor, or its Subcontractors or Sub-subcontractors, employees or agent to the City, the Developer or any Developer Subsidiary. Any remedy provided to the City, the Developer or any Developer Subsidiary, respective members, officials or employees shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

The Developer will cause the General Contractor for the Infrastructure Improvements and the Live! Component to provide payment and performance bonds for the benefit of the Developer and the City in accordance with applicable law, including but not limited to Section 255.05, Florida Statutes.

(ii) Design Professional Insurance Requirements.

Developer will require the Design Professional and its subcontractors(s) of any tier to procure prior to commencement of work and maintain insurance of the types and limits specified and

other persons performing work to procure and maintain insurance, at its sole expense, during the term of this project, insurance of the types and in the minimum amounts stated below:

Workers Compensation	Florida Statutory Coverage
Employer's Liability	$1,000,000 Each Accident
(Including appropriate Federal Acts)	$1,000,000 Disease Policy Limit
	$1,000,000 Each Employee/Disease

The Design Professional insurance shall cover the vendor/contractor (and to the extent its subcontractors or subconsultants and sub-subcontractors or sub-subconsultants are not otherwise insured, its subcontractors or subconsultants and Sub-subcontractors or sub-subconsultants) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable federal or state law.

Commercial General Liability - (Form CG0001 – Occurrence Form) CG0001 10/93 as filed for use in the State of Florida without any restrictions endorsements other than those which are required by The State of Florida or those which, under an ISO Filing, must be attached to the policy (i.e. Mandatory endorsement) including but not limited to Broad Form Property Damage, Blanket Contractual, independent contractors, subconsultants or contractors and sub-subconsultants or sub-subcontractors.

	$2,000,000 General Aggregate
	$2,000,000 Products/Comp. Ops Aggregate
	$1,000,000 Personal/Advertising Injury
	$1,000,000 Each Occurrence
Automobile Liability	$1,000,000 Combined Single Limit
(Coverage for all automobiles-owned, hired or non-owned)	
Professional Liability	$5,000,000 Per Claim & Aggregate

Professional Liability coverage will be provided on an Occurrence Form or Claims - Made Form with a retroactive date to at least the first date of commencement of professional services for the project and with a three year reporting option beyond the annual expiration date of the policy. Subcontractors to the Design Professional shall have professional liability not less than $1,000,00 per claim and in the aggregate or such higher limits as are customary for the type of services provided. The coverage shall include additional coverage for Network and Information Security Offenses and Electronic Data (products) E&O.

Valuable Papers	$ 100,000 Per Occurrence

Design Professional shall specify the City of Jacksonville, Developer and any applicable Developer Subsidiary, together with their respective officers, directors, and employees (collectively, the "Additional Insureds") as an additional insured for all coverage except Professional Liability, Workers' Compensation and Employer's Liability. The insurance provided shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance insurance maintained by the City, Developer and any applicable Developer Subsidiary other than as noted in this agreement. The City of Jacksonville, as a government entity, relies on F.S. 768.28 and this does not alter, waive, or extend beyond F.S. 728.28 limitation.

The deductible for any peril shall be deemed usual and customary in the insurance industry. Design Professionals and its subcontractors of any tier shall be responsible for payment of its deductible(s) and any self-insured retentions assumed by the Design Professional.

The Design Professional and its employees, agents and subcontractor(s) of any tier shall include a Waiver of Subrogation, to the extent commercially available, on all required insurance in favor of the Additional Insureds. Said Additional Insured and Waiver of Subrogation endorsements must be provided with the certificate of insurance.

Depending upon the nature of any aspect of this project and its accompanying exposures and liabilities, the City may, at its sole option, require additional insurance coverages in amounts responsive to those liabilities which may or may not require that the City also be named as an additional insured.

Said insurance under this Exhibit shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better. Prior to commencing any work on the project, Certificates of Insurance, Additional Insured Endorsement and Waiver of Subrogation approved by the City's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to the City. The Company shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Design Professional shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

Design Professional shall provide the City, Developer and any applicable Developer Subsidiary a Certificate of Insurance that shows the Additional Insureds as provided above and includes waiver of subrogation. The Design Professional's certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 231 E. Forsyth St., Suite 470, Jacksonville, Florida 32202 and [_____].

Design Professional's Insurance Additional Remedy. Compliance with the insurance requirements of this in this Agreement shall not limit the liability of the Design Professional, or its Subcontractors or Sub-subcontractors, employees or agent to the City, Developer and any applicable Developer Subsidiary. Any remedy provided to City, Developer and any applicable

Developer Subsidiary, and/or their respective members, officials or employees shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

Compliance.

Developer and each Developer Subsidiary shall comply with, and shall require that its contractors, subcontractors of any tier, representatives and agents comply with, all state and local laws, codes, rules, regulations and ordinances and the requirements of all permitting agencies applicable to the design and construction of the Project and requirements for contractor's licenses, permits, certificates and/or registrations.

INDEMNIFICATION

1. In consideration of entering into the Agreement, and to the extent permitted by Chapter 725, Florida Statutes, as may be amended, and subject to the other terms of the Contract Documents, Developer shall, and shall cause each Developer Subsidiary to, indemnify and hold harmless the City and the DIA and their respective officers, board members, shareholders, members, partners and employees (the "Indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees to the extent relating to bodily injury, death or property damage (other than damage to the Work itself) caused by the negligence, recklessness or intentional wrongful misconduct of Developer or Developer Subsidiary and persons employed or utilized by Developer or a Developer Subsidiary in the performance of the Work. The foregoing is in addition to any other indemnifications contained in the Agreement.

2. If any Claims are brought or actions are filed against any of the Indemnitees with respect to the indemnity contained herein, then Developer or applicable Developer Subsidiary shall, at the request of City, defend against any such claims or actions regardless of whether such Claims or actions are rightfully or wrongfully brought or filed with counsel reasonably agreeable to Developer or Developer Subsidiary. Such attorneys shall appear and defend such Claims or actions. The Indemnitees, at their respective sole option, shall have the right to participate in the direction of the defense and shall have sole approval of any compromise or settlement of any Claims or actions against the Indemnitees, which approval shall not be unreasonably withheld.

3. In any and all claims against any of the Indemnitees by any employee of Construction Manager, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Construction Manager or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

4. Conditional upon Construction Manager receiving all payments owed it for the Work in accordance with the terms of the Contract Documents and to the extent not prohibited by law, Construction Manager shall further indemnify, defend and hold harmless the Indemnitees, from and against any and all claims, damages, losses and expenses (including, but not limited to, attorneys' fees and costs for defending any action) arising out of or resulting from: (a) mechanic's and materialmen's liens and any other construction liens of any kind whatsoever asserted against the Project or any part thereof, arising out of the Work performed hereunder except for any such liens properly filed by Construction Manager because of payments owed but not paid to

Construction Manager in accordance with the terms of the Contract Documents; and (b) any penalties or fines levied or assessed for violations of Applicable Laws by Construction Manager or its Subcontractors with respect to their performance of the Work.

5. To the extent this indemnification clause or any other indemnification clause in the Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Agreement shall hereby be interpreted as the parties' intention for the indemnification clauses and Agreement to comply with Chapter 725, Florida Statutes, as may be amended.

6. The foregoing provisions shall in no way be deemed released, waived, or modified in any respect by reason of any insurance or bond provided by a General Contractor pursuant to the Contract Documents.

EXHIBIT "M"

Form of Parking Agreement

EXHIBIT "N"

Form of Quitclaim Deed

Prepared by and return to:
John Sawyer, Esq.
City of Jacksonville
Office of General Counsel
117 West Duval Street Suite480
Jacksonville, FL 32202

Parcel Identification No.:_____

QUITCLAIM DEED

This Quitclaim Deed with Repurchase Rights ("Deed") is made this ___ day of _____, 20__, between the **CITY OF JACKSONVILLE**, a municipal corporation, whose business address is c/o Office of General Counsel Government Operations Department, 117 West Duval Street Suite 480, Jacksonville, FL 32202 ("Grantor"), and [_____], whose address is _____ ("Grantee").

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and no/100 dollars ($10.00) and other valuable considerations, receipt of which -is hereby acknowledged, does hereby remise, release and quit-claim unto Grantee, its successors and assigns, all the right, title, interest, claim and demand which the Grantor has in and to the following described land, situate, lying and being in the County of Duval, State of Florida (the "Property"):

See **Exhibit A** attached hereto.

This deed shall release any rights of entry the Grantor may have to the phosphate, minerals, metals, and petroleum that may be in, on, or under the land conveyed by this deed.

TO HAVE AND HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or in equity, to the only proper use, benefit and behoof of Grantee, its successors and assigns forever.

BY ACCEPTANCE OF THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY

AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (F) GOVERNMENTAL RIGHTS OF POLICE POWER OR EMINENT DOMAIN, (G) DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS: (1) NOT KNOWN TO GRANTOR AND NOT SHOWN BY THE PUBLIC RECORDS BUT KNOWN TO GRANTEE AND NOT DISCLOSED IN WRITING BY THE GRANTEE TO THE GRANTOR PRIOR TO THE DATE HEREOF, (2) RESULTING IN NO LOSS OR DAMAGE TO GRANTEE, OR (3) ATTACHING OR CREATED SUBSEQUENT TO THE DATE HEREOF, (H) VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE, (I) ALL MATTERS THAT WOULD BE DISCLOSED BY A CURRENT SURVEY OF THE PROPERTY, (J) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (K) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, OR (L) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS MATERIALS AS DEFINED IN THE REDEVELOPMENT AGREEMENT PURSUANT TO WHICH THIS QUITCLAIM DEED IS DELIVERED. GRANTEE FURTHER ACKNOWLEDGES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONVEYANCE OF THE PROPERTY IS MADE ON AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS.

[Signatures on following page.]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name on the day and year first above written.

Signed, sealed and delivered in our presence as witnesses:

GRANTOR:

CITY OF JACKSONVILLE, a Florida municipal corporation

_____
Name Printed: _____

By: _____
Name: Brian Hughes
As: Chief Administrative Officer
Per Executive Order 2019-02

_____
Name Printed: _____

Attested by:

_____
James R. McCain as Corporation Secretary

STATE OF FLORIDA)
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me, by means of ( ) physical presence or ( ) online notarization, this _____ day of _____, 2020, by Brian Hughes, as Chief Administrative Officer, and James B. McCain, Jr., as Corporation Secretary, of the City of Jacksonville, Florida, a municipal corporation and a political subdivision of the State of Florida. They are ( ) personally known to me or ( ) have produced _____ as identification..

_____
NOTARY PUBLIC
Print Name:_____
Commission No.:_____
My Commission Expires:_____

Form Approved:

_____
Office of General Counsel

EXHIBIT "A"

The Property

[Legal description to be inserted after confirmation by survey.]

EXHIBIT "O"

Form of Easement Agreement

EXHIBIT "P"

Form of Air Rights Easement Agreement

Document comparison by Workshare 9.5 on Wednesday, November 25, 2020 7:58:20 PM

Input:	
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Description	#116005197v2<US_Active> - Development Agreement - City draft 11/24
Document 2 ID	interwovenSite://usdms/US_Active/116008056/2
Description	#116008056v2<US_Active> - Development Agreement - working group draft 11/25
Rendering set	Underline Strikethrough

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	69
Deletions	68
Moved from	5
Moved to	5
Style change	0
Format changed	0
Total changes	147