

Economic Development Agreement

between

The City of Jacksonville

and

Project Paper

Economic Development Agreement

Article 1. PRELIMINARY STATEMENTS	1
1.1 The Project.....	1
1.2 Authority.....	1
1.3 City Determination.....	1
1.4 Jacksonville Small and Emerging Business Program.....	2
1.5 Coordination by City.....	2
1.6 Maximum Indebtedness.....	2
1.7 Availability of Funds.....	2
Article 2. DEFINITIONS.....	2
2.1 Base Year.....	2
2.2 Affiliate.....	2
2.3 Capital Investment.....	2
2.4 City Council.....	3
2.5 Eligible Remote Employee.....	3
2.6 Full-Time Equivalent Job.....	3
2.7 Improvements.....	3
2.8 Metropolitan Statistical Area.....	3
2.9 New Jobs.....	3
2.10 OED.....	3
2.11 Permanent Jobs.....	3
2.12 Person.....	3
2.13 Retained Jobs.....	3
2.14 Substantial Completion.....	4
Article 3. APPROVALS; PERFORMANCE SCHEDULES	4
3.1 Performance Schedule.....	4
3.2 Approval of Agreement.....	4
Article 4.....	5
4.1 Recapture Enhanced Value Program; Amount.....	5
4.2 Payments of REV Grant.....	6
4.3 Determination of Annual Installments of REV Grant.....	6
4.4 Further disclaimer.....	7
Article 5. LOCAL TARGETED INDUSTRY EMPLOYMENT GRANT; AMOUNT.....	7
5.1 Local Targeted Industry Employment Grant; Amount.....	7
5.2 Payment of Disbursements of Local Targeted Industry Employment Grant.....	9
5.3 Further disclaimer.....	9
Article 6. JOB RETENTION/CREATION.....	9
6.1 Job Creation or Retention Activities.....	9
Article 7. THE DEVELOPMENT	10
7.1 Scope of Development.....	10
7.2 Cost of Development.....	10
7.3 Approval by Other Governmental Agencies.....	10
7.4 Authority of the OED to Monitor Compliance.....	10
7.5 Timing of Completion.....	11
7.6 Construction and Operation Management.....	11

Article 8.	11
JSEB PROGRAM.....	11
8.1 Jacksonville Small and Emerging Businesses (JSEB) Program.....	11
Article 9. REPORTING; SITE VISITS.....	12
9.1 Reporting.....	12
9.2 Site Visits.....	12
Article 10. ANTI-SPECULATION AND ASSIGNMENT PROVISIONS.....	13
10.1 Purpose.....	13
10.2 Assignment; Limitation on Conveyance.....	13
Article 11. DEFAULTS AND REMEDIES.....	14
11.1 General.....	14
11.2 Specific Defaults.....	15
11.3 Limitation of Liability.....	15
Article 12. GENERAL PROVISIONS.....	15
12.1 Non-liability of City Officials.....	15
12.2 Force Majeure.....	15
12.3 Offset.....	16
12.4 Notices.....	16
12.5 Time.....	17
12.6 Entire Agreement.....	17
12.7 Amendment.....	17
12.8 Waivers.....	17
12.9 Indemnification.....	17
12.10 Severability.....	18
12.11 Compliance with State and Other Laws.....	18
12.12 Non-Discrimination Provisions.....	18
12.13 Contingent Fees Prohibited.....	18
12.14 Ethics.....	19
12.15 Conflict of Interest.....	19
12.16 Public Entity Crimes Notice.....	19
12.17 Survival.....	19
12.18 Incorporation by Reference.....	19
12.19 Order of Precedence.....	19
12.20 Counterparts.....	20
12.21 Independent Contractor.....	20
12.22 Retention of Records/Audit.....	20
12.23 Non-merger.....	21
12.24 Exemption of City.....	21
12.25 Parties to Agreement; Successors and Assigns.....	21
12.26 Venue; Applicable Law.....	21
12.27 Civil Rights.....	22
12.28 Further Assurances.....	22
12.29 Reserved.....	22
12.30 Construction.....	22
12.31 Further Authorizations.....	22
12.32 Attorney’s Fees.....	23

Exhibits:

Exhibit A - Description of the Project Parcel

Exhibit B – Improvements

Exhibit C - Annual Survey

Exhibit D - Job Report

Exhibit E – JSEB Reporting Form

Exhibit F – Non-Foreign Entity Affidavit

Exhibit G – Human Trafficking Affidavit

ECONOMIC DEVELOPMENT AGREEMENT

This **ECONOMIC DEVELOPMENT AGREEMENT** (this “Agreement”) is made this ___ day of _____, 2024 (the “Effective Date”), between the **CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida (the “City”) and **PROJECT PAPER**, a _____ (the “Company”).

Article 1. PRELIMINARY STATEMENTS

1.1 **The Project.**

The Company proposes to establish the National Headquarters of its Mortgage Technology Division to a future location in Jacksonville, Florida as more particularly described on **Exhibit A** attached hereto (the “Project Parcel”). The establishment of the National Headquarters of its Mortgage Technology Division, the creation of jobs pursuant to Article 6 hereof, the retention of jobs pursuant to Article 6 hereof, the installation of the Improvements including tangible personal property (machinery and equipment) thereon, and the obligations of the Company under this Agreement are collectively referred to herein as the “Project.” The proposed Project includes the purchase of the Project Parcel and the purchase and installation of the Improvements including tangible personal property (machinery and equipment) on the Project Parcel. The Project is expected to represent an estimated total Capital Investment of \$216,000,000 by or on behalf of the Company.

1.2 **Authority.**

The City Council has authorized execution of this Agreement pursuant to City Resolution 2024-____-A (the “Resolution”).

1.3 **City Determination.**

The City has determined that the Project is consistent with the goals of the City in that the Project will, among other things:

- (a) retain 1,500 jobs (provided that, this is an estimated number and the final headcount will be updated based upon the November 29, 2024 snapshot as determined by OED) and create 500 New Jobs (defined below) with an average annual salary of not less than \$100,000;
- (b) generate significant new ad valorem taxes, including significant new tax revenues for the public school system;
- (c) create induced and indirect job effects which will have a positive impact on local small businesses; and
- (d) promote and encourage private Capital Investment of \$216,000,000.

1.4 **Jacksonville Small and Emerging Business Program.**

As more fully described in City Ordinance 2004-602-E, the City has determined that it is important to the economic health of the community that whenever a company receives incentives from the City, that company provides contracting opportunities to the maximum extent possible to small and emerging businesses in Duval County as described in Section 8.1.

1.5 **Coordination by City.**

The City hereby designates the Economic Development Officer of the OED or his or her designee to be the Project Coordinator who will, on behalf of the City, coordinate with the Company and administer this Agreement according to the terms and conditions contained herein and in the Exhibit(s) attached hereto and made a part hereof. It shall be the responsibility of the Company to coordinate all project related activities and all matters under this Agreement with the designated Project Coordinator, unless otherwise stated herein. Notwithstanding the foregoing or any other statements herein to the contrary, the OED is an office of the City and has no separate liability under this Agreement.

1.6 **Maximum Indebtedness.**

The maximum indebtedness of the City for all fees, reimbursable items or other cost pursuant to this Agreement shall not exceed the sum of TWENTY-ONE MILLION AND NO/100 (\$21,000,000.00).

1.7 **Availability of Funds.**

The City's obligations under this Agreement are contingent upon availability of lawfully appropriated funds for the Project and this Agreement.

**Article 2.
DEFINITIONS**

As used in this Agreement, the following terms shall have the meaning set opposite each:

2.1 **Base Year.**

The base year for purposes of this Agreement shall be the 2024 tax year.

2.2 **Affiliate.**

A person or entity, directly or indirectly, controlling, controlled by or under common control with the Company.

2.3 **Capital Investment.**

Money invested by a company to purchase items that may normally be capitalized by a company in the normal conduct of its business .

2.4 **City Council.**

The body politic, as the same shall be from time to time constituted, charged with the duty of governing the City.

2.5 **Eligible Remote Employee.**

An employee of the Company who performs regular work duties outside of the Project Parcel, typically from home or via telecommuting, provided that both of the following conditions were met during the applicable calendar year: (i) the employee filling the Permanent Job resided within the geographical borders of the Metropolitan Statistical Area, and (ii) such Permanent Job was based, but not necessarily located, at the Project Parcel.

2.6 **Full-Time Equivalent Job.**

A job, or combination of jobs in which the employee, or combination of employees (including Eligible Remote Employees), works for the Company at least 35 hours per week.

2.7 **Improvements.**

All of the improvements that are incorporated into the Project on the Project Parcel, as further detailed in **Exhibit B** hereof.

2.8 **Metropolitan Statistical Area.**

Duval, Clay, St. Johns, Nassau and Baker Counties.

2.9 **New Jobs.**

Permanent Jobs new to the City with an average annual salary of not less than \$100,000.

2.10 **OED.**

The Office of Economic Development and any successor to its duties and authority.

2.11 **Permanent Jobs.**

Full-Time Equivalent Jobs created by the Company and located at the Project Parcel (or, in the case of Eligible Remote Employees, based at the Project Parcel).

2.12 **Person.**

Any individual, corporation, general or limited partnership, limited liability company, limited liability partnership, joint venture, estate, trust, association, organization, governmental body or other entity or body.

2.13 **Retained Jobs.**

One thousand five hundred (1,500) Permanent Jobs (provided that, this is an estimated number and the final headcount will be updated based upon the November 29, 2024 snapshot as determined by OED).

2.14 **Substantial Completion.**

“Substantially Completed”, “Substantial Completion” or “Completion” means that the Project Parcel is owned by the Company, and, as applicable, all permits have been finalized, a certificate of substantial completion has been issued by the contractor and verified by the architect of record, a certificate of occupancy has been issued and the Improvements are available for use in accordance with their intended purpose; subject to commercially reasonable punch list items, completion of tenant improvements and similar items.

Other capitalized terms not defined in this Article shall have the meanings assigned to them elsewhere in this Agreement.

Article 3.
APPROVALS; PERFORMANCE SCHEDULES

3.1 **Performance Schedule.**

The Company and the City have jointly established the following dates for the performance of each party’s respective obligations under this Agreement (herein called the “Performance Schedule”):

Creation and retention of 500 New Jobs with an average minimum base salary of \$100,000 by no later than December 31, 2031.

Establish the Company’s National Headquarters of its Mortgage Technology Division at the Project Parcel by no later than December 31, 2029.

Substantial Completion of all Improvements related to the Project Parcel shall be by no later than December 31, 2029.

The City and the Company have approved this Performance Schedule. By the execution hereof, and subject to the terms of this Agreement, the Company hereby agrees to undertake and complete the development of the Project in accordance with this Agreement and the Performance Schedule, and to comply with all of the Company’s obligations set forth herein. The Economic Development Officer of the OED shall have the authority to extend the Performance Schedule by up to one (1) year, for good cause shown by the Company. Such request shall be made by the Company in writing to the OED, and shall be granted at the reasonable discretion of the Economic Development Officer of the OED.

3.2 **Approval of Agreement.**

By the execution hereof, the parties certify as follows:

- (a) Company represents, warrants and certifies that:

(i) the Company or its Affiliate owns or will own the Project Parcel prior to Substantial Completion of all Improvements;

(ii) the execution and delivery hereof has been approved by all parties whose approval is required under the terms of the governing documents creating the particular Company entity;

(iii) this Agreement does not violate any of the terms or conditions of such governing documents and the Agreement is binding upon the Company and enforceable against it in accordance with its terms;

(iv) the person executing this Agreement on behalf of the Company is duly authorized and fully empowered to execute the same for and on behalf of the Company;

(v) the Company is duly authorized to transact business in the State of Florida and has received all necessary permits and authorizations required by appropriate governmental agencies as a condition to doing business in the State of Florida;

(vi) the Company is not owned or controlled by the government of a foreign country of concern as defined in Section 288.0071, Florida Statutes, and the Company is not an entity that is a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, or a subsidiary of such entity; and

(vii) the Company and its business operations are in compliance with all federal, state and local laws.

(b) The City certifies that the execution and delivery hereof is binding upon the City to the extent provided herein and enforceable against it in accordance with its terms.

(c) The Company covenants that, notwithstanding anything in this Agreement to the contrary, as a condition precedent to the City's obligations under this Agreement including any obligation to pay any portion of the REV Grant or Local Targeted Industry Employment Grant to the Company, the Company shall have provided to the City (1) an executed and notarized non-foreign entity affidavit pursuant to Florida Statute 288.0071 in form and substance satisfactory to the City and substantially in the form attached as **Exhibit F** hereto, and (2) an executed and notarized human trafficking affidavit pursuant to Florida Statute 787.06 in form and substance satisfactory to the City and substantially in the form attached as **Exhibit G** hereto.

Article 4.

REV GRANT

4.1 Recapture Enhanced Value Program; Amount.

The City shall make a Recapture Enhanced Value grant ("**REV Grant**") to the Company, in a total amount not to exceed \$16,000,000, payable in annual installments beginning in the first year following the completion of the improvements at the Project Parcel and its inclusion on the City tax rolls at full

assessed value (the “Initial Year”) and ending 13 years thereafter, but not later than 2042 (the “Final Year”), payable in fiscal year 2043, all as more fully described below in this Article 4.

4.2 Payments of REV Grant.

The REV Grant shall be paid by the City to the Company by check or electronic transfer, in annual installments determined in accordance with Section 4.3 due and payable on or before May 15 of each calendar 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 Company, whichever occurs first. The City shall have no liability for any REV Grant in excess of the amount stated in Section 4.1 or after payment of the final installment due May 15 of the Final Year, and, except as expressly provided in this Agreement, the REV Grant payments as determined pursuant to Section 4.3 shall not be subject to reduction or repayment.

4.3 Determination of Annual Installments of REV Grant.

The amount of each annual installment of the REV Grant shall be the sum which is equal to 90% of the “Annual Project Revenues” (as defined and determined in this Section 4.3) received by the City during the twelve (12) month period ended April 1 preceding the due date of such annual installment. For the 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 comprising the Project, less the amount of all municipal and county ad valorem taxes that would have been levied or imposed on the Project using the assessed value for the Base Year, which for the purpose of this Agreement is estimated to be \$59,400,000 (figure is subject to change based on the final certified values) 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 Company with respect to real property and tangible personal property comprising the Project, 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, Company shall give written notice to the City of the amount of county ad valorem taxes paid during the preceding twelve (12) month period ending April 1, quantified by real property and tangible personal property amounts. If, by April 1 of any year, the Company has failed to give notice of taxes paid during the preceding twelve (12) month period, the Company shall not be eligible for a REV Grant payment for that year. Provided, however, that if the Company provides timely notice in future years, the Company shall be eligible for a REV Grant payment based on the Annual Projected Revenues in such future year’s notice.

Except as provided below, within thirty (30) days of receipt of said notice, the City shall provide Company with a calculation as to the annual REV Grant. If the Company does not give written notice to the City of its objection to the City’s calculation within thirty (30) days after its receipt thereof, the City’s calculation shall be considered acceptable. Except as provided below, the City shall make payment of the

REV Grant by the later of May 15th of each calendar year or thirty (30) days after City's receipt of notification by the Company that it is in agreement with the City's annual calculation. In the event of a disagreement as to the calculation, the City shall make payment of the amount not in dispute and the parties shall negotiate in good faith any disputed amount.

The foregoing dates for the City to provide the REV Grant calculation and make the REV Grant payment shall be extended if on either of such dates the Company has a pending proceeding before the City Value Adjustment Board, Circuit Court, or otherwise that could change the amount of the Annual Project Revenues that Company was obligated to pay for that tax year and upon which the REV Grant payment would be based. In that event, the date that the City is required to provide the REV Grant calculation to Company shall be extended until 30 days after the date that Company notifies the City that any such proceeding has been finally resolved (including any appeals) and any adjustment to the Annual Project Revenues for that tax year has been made and paid. Such notice shall include (i) a copy of any final order or final judgment or other evidence of the resolution of such proceeding that sets forth any change to the assessed value of the Property upon which the Annual Project Revenues are based for that tax year, and (ii) the amount of the adjusted Annual Project Revenues paid by the Company.

4.4 Further disclaimer.

The REV Grant shall not be deemed to constitute a debt, liability, or obligation of the City 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 or of the State of Florida or any political subdivision thereof, but shall be payable solely from the funds provided therefor in this Article 4. The City shall not 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 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 Company, or any person, firm or entity claiming by, through or under the Company, 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 or of the State of Florida or any political subdivision thereof for the payment of the REV Grant or any installment of either.

Article 5.

LOCAL TARGETED INDUSTRY EMPLOYMENT GRANT; AMOUNT

5.1 Local Targeted Industry Employment Grant; Amount.

The City shall make a local targeted industry employment grant ("Local Targeted Industry Employment Grant"), in a total amount not to exceed Five Million Dollars (\$5,000,000), payable in accordance with the terms of this Agreement. The maximum amount of New Jobs eligible for the Local Targeted Industry Employment Grant is 500. The maximum amount of the Local Targeted Industry Employment Grant payable per New Job shall be \$10,000, which shall be paid in fifty percent (50%) increments of \$5,000 over a two-year period, beginning the first year in which such New Job is created, which shall be no earlier than December 31, 2025 and no later than December 31, 2031, but subject in all respects to the maximum amounts payable as set forth in the table below. For purposes of clarity, annual disbursements shall be calculated as the product of the number of the foregoing New Jobs verified for the applicable year as of each December 31st and \$5,000.00; provided, however, (i) under no circumstances

shall the City pay for more than 500 New Jobs, (ii) no New Jobs shall be paid for more than a two-year period, (iii) no job will be considered as a New Job if 1,500 Retained Jobs are not maintained for that calendar year, and (iv) the City shall not pay more than the applicable maximum total cumulative amount payable as set forth in the table below. The Company shall be eligible for the first disbursement on or around October 15, 2026 for those New Jobs created as of December 31, 2025. The City shall have no obligation to provide the Local Targeted Industry Employment Grant for the New Jobs or any portion thereof if the average wage of such New Jobs is less than \$100,000 or for any New Jobs for which the employee filling such New Job resides outside of the Metropolitan Statistical Area. The Company will pay all costs and expenses related to the New Jobs in excess of the Local Targeted Industry Employment Grant amount.

Notwithstanding anything in this Agreement to the contrary, the maximum disbursement of the Local Targeted Industry Employment Grant cumulatively shall be as follows:

New Job Creation Period	Total Number of Targeted New Jobs Per Period*	Total Number of Targeted Cumulative New Jobs	Fiscal Years (FY) for Payment	Estimated Maximum Payments per Period	Maximum Total Cumulative Payments
Effective Date through 12/31/2027	220	220	FY 2026-2027 through FY 2028-2029	\$2,000,000	\$2,000,000
1/1/2028 through 12/31/2030	210	430	FY 2029-2030 through FY 2031-2032	\$2,000,000	\$4,000,000
1/1/2031 through 12/31/2031	70	500	FY 2032-2033	\$1,000,000	\$5,000,000

*In the event that the Company creates more than the targeted number of New Jobs in any applicable period, the excess in New Jobs for such period (i.e., number of New Jobs created –targeted number of New Jobs) may be carried forward to future periods so long as such New Jobs are still

maintained by the Company in such future periods, but subject to the Maximum Total Cumulative Payments set forth above.

5.2 Payment of Disbursements of Local Targeted Industry Employment Grant.

The City’s obligation to pay each disbursement of the Local Targeted Industry Employment Grant shall be conditioned upon the prior occurrence and continuing satisfaction of each of the Grant Conditions.

5.3 Further disclaimer.

The Local Targeted Industry Employment Grant shall not be deemed to constitute a debt, liability, or obligation of the City 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 or of the State of Florida or any political subdivision thereof, but shall be payable solely from the funds provided therefor in this Article 5. The City shall not be obligated to pay any portion of the Local Targeted Industry Employment Grant 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 or of the State of Florida or any political subdivision thereof is pledged to the payment of any portion of the Local Targeted Industry Employment Grant. The Company, or any Person claiming by, through or under the Company, 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 or of the State of Florida or any political subdivision thereof for the payment of any portion of the Local Targeted Industry Employment Grant.

**Article 6.
JOB RETENTION/CREATION**

6.1 Job Creation or Retention Activities.

The Project will result in the retention of the Retained Jobs and the creation of 500 New Jobs with an average annual salary of not less than \$100,000 within the City in accordance with the Performance Schedule above. Retention of the Retained Jobs and creation of the New Jobs will be calculated by the City pursuant to this Agreement.

An “employee” of Company means any person employed by Company or any of its affiliates or by any employee leasing company (or other similar third-party employer) to fill a Permanent Job position made available by Company and located at the Project Parcel or, with respect to any Eligible Remote Employee, based at the Project Parcel; provided, that in the case of Full-Time Equivalent Jobs, the persons comprising each Full-Time Equivalent Job shall count as one employee. It is acknowledged and agreed that any of the New Jobs may be filled, in Company’s discretion, by persons employed by Company, its Affiliates or by persons employed by any employee leasing company selected by the Company, so long as the New Job is located at the Project Parcel or filled by an Eligible Remote Employee and based at the Project Parcel. The parties acknowledge and agree that it may be necessary for Company or any such affiliate or third-party employer to commence the recruitment, interviewing, consideration, selection and training of prospective employees to fill such New Jobs, or to hire employees, in sufficient time to commence its operations as soon as possible. In the event that the Company or any such affiliate or third-party employer found or finds it necessary to recruit, interview, consider, select or train any persons, or fill any New Jobs to be located at the Project Parcel as a result of this Agreement, before execution of this

Agreement, such New Jobs shall not be considered or deemed to lose their status as New Jobs created in the City as a result of the Project and such persons shall not be considered or deemed to lose their status as employees to which such New Jobs have been made available or who hold such New Jobs. In addition to all other requirements in the Agreement, the Company shall provide any and all records and back-up documentation reasonably requested by the City in order to verify the residency of the Company's employees and the location of the New Jobs.

The Company shall provide to the OED prior to March 1st of each year this Agreement is in effect the annual reporting forms in the format of, and containing at a minimum the information on, **Exhibit F**. The New Jobs requirement will be assessed at the earlier to occur of (i) the date on which Company provides written notice to the OED that the required number of New Jobs have been created, or (ii) the applicable date as set forth in the Performance Schedule.

Article 7. THE DEVELOPMENT

7.1 Scope of Development.

(a) The Company shall purchase and install, or cause to be purchased and installed, all Improvements including, without limitation, tangible personal property (machinery and equipment), in accordance with the terms and conditions of this Agreement.

(b) The Company shall install all Improvements including, without limitation, tangible personal property (machinery and equipment), in accordance with all applicable building and permitting codes.

7.2 Cost of Development.

Except as otherwise set forth in this Agreement, the Company shall pay at its sole cost and expense the cost of the Project, including, without limitation, all costs associated with purchasing and installing the Improvements and the tangible personal property (machinery and equipment) at no cost to the City.

7.3 Approval by Other Governmental Agencies.

All of the parties' respective rights and obligations under this Agreement are subject to and conditioned upon approval of the Project and all Project Documents (as defined in Section 11.1 below) by such other governmental agencies, whether state, local or federal, as have jurisdiction and may be required or entitled to approve them. Notwithstanding any provision of this Agreement to the contrary, the City does not guarantee approval of this Agreement or any aspect of the Project by any government authorities and agencies that are independent of the City.

7.4 Authority of the OED to Monitor Compliance.

During all periods of purchase and installation of any tangible personal property, the Economic Development Officer of the OED shall have the authority to monitor compliance by the Company with the provisions of this Agreement and the Project Documents. Insofar as practicable, the OED shall coordinate such monitoring and supervising activity with those undertaken by the City so as to minimize duplicate activity. To that end, during the period of installation and with prior notice to the Company,

Page 10 of 35

representatives of the City shall have the right of access to the Project Parcel and to every structure on the Project Parcel during normal business hours.

7.5 Timing of Completion.

The purchase and installation of all Improvements including, without limitation, tangible personal property (machinery and equipment), shall be completed in accordance with the terms of the Performance Schedule.

7.6 Construction and Operation Management.

Except as otherwise expressly provided herein, the Company 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 Company 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, subdivision, building and fire codes). The Company's discretion, control and authority with respect thereto shall include, without limitation, the following matters:

(a) the construction and design of the Project, 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 the Company deems appropriate; provided however, that to the extent that the City furnishes to the Company the names and identities of Jacksonville-based Vendors, including without limitation Jacksonville-based minority Vendors, and to the extent that Company has the need to enter into contracts with Vendors outside of persons employed by Company or companies affiliated with or controlled by Company or its principals, then Company agrees to undertake good faith efforts to evaluate all such Jacksonville-based Vendors for potential inclusion in the process established by Company for obtaining bids for any of the Improvements;

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

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

**Article 8.
JSEB PROGRAM**

8.1 Jacksonville Small and Emerging Businesses (JSEB) Program.

The Company, in further recognition of and consideration for the public funds provided to assist the Company 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. Therefore, the Company hereby agrees as follows:

(a) The Company shall obtain from the City's Procurement Division the list of certified Jacksonville Small and Emerging Businesses ("JSEB"), and shall exercise good faith, in accordance with Municipal Ordinance Code Sections 126.608 et seq., to enter into contracts with City certified JSEBs to provide materials or services in an aggregate amount of not less than \$4,200,000 for the Project, which amount represents 20% of the City's maximum contribution to the Project with respect to the development activities or operations of the Project over the term of this Agreement.

(b) The Company shall submit a JSEB report regarding the Company's actual use of City certified JSEBs upon Completion of Construction. The form of the report to be used for the purposes of this section is attached hereto as Exhibit E (the "JSEB REPORTING FORM").

Article 9. REPORTING; SITE VISITS

9.1 Reporting.

On an annual basis, and prior to March 1st of each year this Agreement is in effect, the Company shall submit reports to the OED regarding the number of New Jobs that have been created by Company at the Project Parcel, and all other activities affecting the implementation of this Agreement, including a narrative summary of progress on the Project. Samples of the general forms of these reports are attached hereto as Exhibit B (the "Annual Survey") and Exhibit F (the "Job Report"); however the City reserves the right to request specific data that may vary from the forms attached. Company shall also submit to the City its notice of ad valorem taxes paid as set forth in Section 4.3 hereof.

The Company's obligation to submit such reports shall continue until the Company has complied with all of the terms of this Agreement concerning the Project, the Retained Jobs, the New Jobs, and the REV Grant and Local Targeted Industry Employment Grant.

Within thirty (30) days following the request of the City, the Company shall provide the City with additional information reasonably requested by the City.

9.2 Site Visits.

For so long as the City has any payment obligations to Company pursuant to this Agreement, Company shall permit representatives from the City's OED and other designated City personnel to monitor compliance by Company with the provisions of this Agreement. With at least two (2) days' prior written notice to Company, representatives of City shall have the right to tour the Project and access Company's records and employees related to the Project and this Agreement, during normal business hours, provided, however, that Company shall have the right to have a representative of Company present during any such inspection.

Article 10.
ANTI-SPECULATION AND ASSIGNMENT PROVISIONS

10.1 **Purpose.**

The Company represents and agrees that its undertakings pursuant to this Agreement are for the purpose of developing the Project Parcel pursuant to this Agreement, and not for speculation in land holding. The Company further recognizes, in view of the importance of the development of the Project Parcel to the general health and welfare of the City and that the qualifications, financial strength and identity of the principal shareholders and executive officers of the Company are of particular concern to the City.

10.2 **Assignment; Limitation on Conveyance.**

Except as otherwise specifically provided herein, the Company agrees that, until the completion of the Project, without the prior written consent of the City, (i) neither the Company nor its Affiliate shall assign, transfer or convey the Project or any portion thereof, (ii) neither the Company nor its Affiliate shall assign, transfer or convey the Project Parcel, or any portion thereof, or any lease thereof, (iii) the Company shall not assign, transfer or convey this Agreement or any provision hereof, and (iv) no controlling interest in the Company or any Affiliate owning or leasing any portion of the Project Parcel shall be assigned, transferred or conveyed, except that the foregoing shall not prohibit an initial public offering by the Company or any subsequent trading on a nationally recognized stock exchange. Notwithstanding the foregoing, the City's consent to any assignment, transfer or conveyance and, for avoidance of doubt, controlling interest, by the Company or its Affiliate shall not be required so long as the proposed assignee (1) operates in the same or a substantially similar industry as the Company on the Project Parcel and (2) demonstrates substantially equivalent financial stability and staffing capability so as to secure the intended Capital Investment and creation of New Jobs, if required at the time of transfer. In the event of any such assignment or transfer, the Company or its Affiliate shall provide the City with the assignment or transfer document with any confidential information redacted, as deemed necessary by the Company. In the event of a change of controlling interest, Company shall provide a fully executed and notarized Non-Foreign Entity Affidavit in a form the same as or substantially similar to **Exhibit F** and a fully executed and notarized Human Trafficking Affidavit in a form the same as or substantially similar to **Exhibit G**. Additionally, the Company may make such an assignment, transfer or conveyance to an Affiliate who operates in the same or a substantially similar industry as the Company, without the prior written consent of the City, provided that no such assignment or transfer shall constitute a release of the Company from its obligations hereunder. Prior to any such assignment or transfer, the Company shall provide the City with the assignment or transfer document, which shall include provisions maintaining the liability of the Company under this Agreement and shall be in a form and substance satisfactory to the City. If any such prohibited assignment, transfer or conveyance is made without the express written consent of the City, the obligation of the City to pay any further amounts of the REV Grant or Local Targeted Industry Employment Grant under this Agreement shall immediately terminate. The assignment, transfer, or conveyance document, whether or not City consent is required, shall be provided to the City with reasonable promptness. Notwithstanding anything in this Agreement to the contrary and for avoidance of doubt, at no time shall the City be required to pay the REV Grant or Local Targeted Industry Employment Grant to more than one (1) entity, it being the intent of the parties that only one (1) entity shall have rights with respect to the REV Grant or Local Targeted Industry Employment Grant at any given point in time.

Article 11.
DEFAULTS AND REMEDIES

11.1 General.

A default shall consist of the breach of any covenant, agreement, representation, provision, or warranty contained in (i) this Agreement (including, but not limited to, any failure to meet the reporting requirements described herein), (ii) the documents executed in connection with the Agreement and any other agreement between the City and the Company related to the Project, or (iii) any document provided to the City relating to the Project or this Agreement (collectively, the “Project Documents”). A default shall also exist if any event occurs or information becomes known which, in the reasonable judgment of the City, makes untrue, incorrect or misleading in any material respect any statement or information contained in any of the documents described in clauses (i) – (iii) above or causes any Project Document to contain an untrue, incorrect or misleading statement of material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

If any such default or breach occurs under this Agreement, the City may refuse to pay any portion of the REV Grant and Local Targeted Industry Employment Grant and additionally, may at any time or from time to time proceed to protect and enforce all rights available to the City under this Agreement by suit in equity, action at law or by any other appropriate proceeding, or damages, or other relief, or proceed to take any action authorized or permitted under applicable laws or regulations, including, but not limited to, terminating this Agreement. The City shall not act upon a default until it has given the Company written notice of the default and thirty (30) days within which to cure the default; provided, however, that the City may withhold any portion of the REV Grant and Local Targeted Industry Employment Grant immediately upon the occurrence of a default and throughout any notice or cure period. However, if any default cannot reasonably be cured within the initial thirty (30) days, Company shall have a total of sixty (60) days in which to cure such default, so long as Company has commenced and is diligently proceeding to cure such default within the initial thirty (30) day period. Notwithstanding the foregoing, Company shall immediately and automatically be in default, and the City shall not be required to give Company any notice or opportunity to cure such default (and thus the City shall immediately be entitled to act upon such default), upon the occurrence of any of the following:

(a) The entry of a decree or order by a court having jurisdiction in the premises adjudging the Company or any guarantor (“Guarantor”) of Company’s obligations hereunder or under the Project Documents, a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Company or Guarantor under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a receiver, liquidator, custodian, assignee, or sequestrator (or other similar official) of the Company or Guarantor or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days; and

(b) The institution by Company or Guarantor of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under the United States Bankruptcy Code or any other similar applicable federal or state law, or the consent by it to the filing of any such petition or to the appointment of a receiver, liquidator, custodian, assignee, trustee or sequestrator

(or other similar official) of the Company or Guarantor or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due.

11.2 **Specific Defaults.**

Additionally, for any of the specific events of default described in this Section 11.2 below, the parties agree that the City's damages recoverable from the Company shall include, but not be limited to, the following:

(a) in the event reporting requirements are not met in the time period specified in Article 9 of this Agreement, the City will be entitled to withhold all disbursements of the REV Grant and Local Targeted Industry Employment Grant for any year during which any reporting requirements are not met.

(b) If, by December 31, 2029, the Company fails to demonstrate Capital Investment of at least \$216,000,000 of private funding in the Project, as determined by the OED in its reasonable discretion, the REV Grant, will be proportionately reduced. If, by December 31, 2029, the Company fails demonstrate Capital Investment of at least \$173,000,000 of private funding in the Project, the REV Grant will be terminated.

The maximum combined repayment due under this Section 11.2 shall not exceed the total amount of the REV Grant and Local Targeted Industry Employment Grant actually paid to the Company under this Agreement.

11.3 **Limitation of Liability.**

For the avoidance of doubt, under no circumstances shall the City be entitled to specifically enforce any performance by the Company or any of its affiliates hereunder. In no event shall either party hereto be liable to the other for any punitive, speculative or consequential damages of any kind.

Article 12. GENERAL PROVISIONS

12.1 **Non-liability of City Officials.**

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

12.2 **Force Majeure.**

No party to this Agreement shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, pandemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities service, lack of transportation, severe weather and other acts or failures beyond the control or without the control of any 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, and in no event shall any of the foregoing excuse any financial liability of a party.

12.3 **Offset.**

City shall have the right to offset any amount owed by Company under or in connection with this Agreement against any payments owed by City under this Agreement. Such offsets shall be in addition to any other rights or remedies available under this Agreement and applicable law.

12.4 **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 an air 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 air courier service, except that notice of a change in address shall be effective only upon receipt.

(a) the City:

Economic Development Officer
Office of Economic Development
117 West Duval Street, Suite 250
Jacksonville, Florida 32202

With a copy to:

City of Jacksonville
Office of the General Counsel
City Hall-St. James Building
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

(b) The Company:

Project Paper

Attn: _____

With a copy to:

Attn: _____

12.5 **Time.**

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

12.6 **Entire Agreement.**

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

12.7 **Amendment.**

This Agreement may be amended by the parties hereto only upon the execution of a written amendment or modification signed by the parties. Notwithstanding the foregoing, the Economic Development Officer of the OED is authorized on behalf of the City to approve, in his or her sole discretion, any “technical” changes to this Agreement. Such “technical” changes include without limitation non-material modifications to legal descriptions and surveys, ingress and egress, easements and rights of way, performance schedules (provided that no performance schedule may be extended for more than one year without Council approval), and design standards, as long as such modifications do not involve any increased financial obligation or liability to the City. Notwithstanding any other provision in this Agreement to the contrary, the authority of the Economic Development Officer of the OED to extend the Performance Schedule as authorized by this Section shall not exceed one (1) year in the aggregate.

12.8 **Waivers.**

Except as otherwise provided herein, all waivers, amendments or modifications of this Agreement must be in writing and signed by all parties. Any failures or delays by any party in insisting upon strict performance of the provisions hereof or asserting any of its 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 any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by any other party.

12.9 **Indemnification.**

Company shall indemnify, hold harmless and defend the City from and against, without limitation, any loss, claim, suit, action, damage, injury, liability, fine, penalty, cost, and expense of whatsoever kind or nature (including without limitation court, investigation and defense costs and reasonable expert and attorneys’ fees and costs) related to any suits and actions of any kind brought against the City or other damages or losses incurred or sustained, or claimed to have been incurred or sustained, by any Person or Persons arising out of or in connection with: (i) any breach of any representation or warranty of Company contained or provided in connection with this Agreement; (ii) any breach or violation of any covenant or other obligation or duty of Company under this Agreement or under applicable law; (iii) any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of Company or those under its control that causes injury (whether mental or corporeal) to Persons (including death) or damage

to property, whether arising out of or incidental to Company's performance under this Agreement or relating to the Project, except to the extent caused by the sole negligence of the City. Nothing contained in this paragraph shall be construed as a waiver, expansion or alteration of the City's sovereign immunity beyond the limitations stated in Section 768.28, Florida Statutes.

This indemnification shall survive the expiration or termination (for any reason) of this Agreement and remain in full force and effect. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to this Agreement or otherwise. The term "City" as used in this Section 12.9 shall include all City's members, officers, officials, employees and agents.

12.10 Severability.

The invalidity, illegality or unenforceability of any one or more of the 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.

12.11 Compliance with State and Other Laws.

In the performance of this Agreement, the Company must comply with any and all applicable federal, state and local laws, rules and regulations, as the same exist and may be amended from time to time. Such laws, rules and regulations include, but are not limited to, Chapter 119, Florida Statutes (the Public Records Act) and Section 286.011, Florida Statutes, (the Florida Sunshine Law). If any of the obligations of this Agreement are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

12.12 Non-Discrimination Provisions.

In conformity with the requirements of Section 126.404, *Ordinance Code*, the Company 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, throughout the term of this Agreement. The Company 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 Company shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written. The Company 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 12.12 shall be incorporated into and become a part of the subcontract.

12.13 Contingent Fees Prohibited.

In conformity with Section 126.306, *Ordinance Code*, the Company warrants that it has not employed or retained any Person, other than a bona fide employee working solely for the Company, to solicit or secure this Agreement, and that it has not paid or agreed to pay any Person, other than a bona fide employee working solely for the Company, any fee, commission, percentage, gift, or any other

consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

12.14 **Ethics.**

The Company represents that it has reviewed the provisions of the Jacksonville Ethics Code, as codified in Chapter 602, *Ordinance Code*, and the provisions of the Jacksonville Purchasing Code, as codified in Chapter 126, *Ordinance Code*.

12.15 **Conflict of Interest.**

The parties will follow the provisions of Section 126.110, *Ordinance Code* with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with the City, to the extent the parties are aware of the same.

12.16 **Public Entity Crimes Notice.**

In conformity with the requirements of Section 126.104, *Ordinance Code* and Section 287.133, Florida Statutes, the parties agree as follows:

The parties are aware and understand that a Person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity, in excess of \$35,000.00, for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

12.17 **Survival.**

Any obligations and duties that by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement and remain in effect. Without limiting the foregoing, all obligations for the payment of fees or other sums accruing up to the expiration or termination of this Agreement and all provisions relating to the City's right to conduct an audit shall survive the expiration or termination of this Agreement.

12.18 **Incorporation by Reference.**

All exhibits and other attachments to this Agreement that are referenced in this Agreement are by this reference made a part hereof and are incorporated herein.

12.19 **Order of Precedence.**

In the event of any conflict between or among the provisions of this Agreement and those of any exhibit attached hereto or of any amendment, the priority, in decreasing order of precedence shall be: 1) any fully executed amendment; 2) provisions in this Agreement; and 3) exhibits to this Agreement.

12.20 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

12.21 Independent Contractor.

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

12.22 Retention of Records/Audit

The Company agrees:

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

(b) To retain 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, including auditable records pertaining to jobs filled by third-party employers. 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.

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

(d) To assure that these records 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 Company's contracts and related records and documents, regardless of the form in which kept.

(f) To ensure that all related party transactions are disclosed to the City.

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

(h) 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 Company which are relevant to this Agreement, and to interview any employees and subcontractor

employees of the Company 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 Company a written report of its findings and, if required, request for development by the Company of a corrective action plan where appropriate. The Company hereby agrees to timely correct all deficiencies identified in the corrective action plan.

(i) If the result of any audit by the City establishes that the number of New Jobs or amount of private capital investment has been overstated by five percent (5%) or more, the entire expense of the audit shall be borne by the Company.

(j) Additional monies due as a result of any audit or annual reconciliation shall be paid within thirty (30) days of date of the City's invoice.

(k) Should the annual reconciliation or any audit reveal that the Company has overstated the number of New Jobs or amount of private capital investment, and the Company does not make restitution within thirty (30) days from the date of receipt of written notice from the City, then, in addition to any other remedies available to the City, the City may terminate this Agreement, solely at its option, by written notice to the Company.

12.23 **Non-merger.**

None of the terms, covenants, agreements or conditions set forth in this Agreement shall be deemed to be merged with any deed conveying title to the Project Parcel.

12.24 **Exemption of City.**

Neither this Agreement nor the obligations imposed upon the City hereunder shall be or constitute an indebtedness of the City within 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. Payment or disbursement by the City of any loan or grant amount hereunder is subject to the availability of lawfully appropriated funds. If funds are not available pursuant to a lawful appropriation thereof by the City Council, this Agreement shall be void and the City shall have no further obligations hereunder.

12.25 **Parties to Agreement; Successors and Assigns.**

This is an agreement solely between the City and Company. The execution and delivery hereof shall not be deemed to confer any rights or privileges on any Person not a party hereto. This Agreement shall be binding upon Company and Company's successors and assigns, and shall inure to the benefit of the City and its successors and assigns. However, Company shall not assign, transfer or encumber its rights or obligations hereunder or under any document executed in connection herewith, without the prior written consent of the City, which consent may be withheld in the sole discretion of the City.

12.26 **Venue; Applicable Law.**

The rights, obligations and remedies of the parties specified under this Agreement shall be interpreted and governed in all respects by the laws of the State of Florida. All legal actions arising out of or connected with this Agreement must be instituted in the Circuit Court of Duval County, Florida, or in the Federal District Court for the Middle District of Florida, Jacksonville Division. The laws of the

Page 21 of 35

State of Florida shall govern the interpretation and enforcement of this Agreement. Each party shall be responsible for the payment of its own attorneys' fees and costs incurred in connection with the enforcement of the terms of this Agreement.

12.27 Civil Rights.

The Company agrees to comply with all of the terms and requirements of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, and the antidiscrimination provisions of Chapter 126, Part 4, of the City Ordinance Code, and further agrees that in its operation under this Agreement it will not discriminate against anyone on the basis of race, color, age, disability, sex or national origin.

12.28 Further Assurances.

Company will, on request of the City,

- (a) promptly correct any defect, error or omission herein or in any Project Documents;
- (b) execute, acknowledge, deliver, procure, record or file such further instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of the Project Documents and to identify and subject to the liens of the Project Documents any property intended to be covered thereby, including any renewals, additions, substitutions replacements, or appurtenances to the subject property;
- (c) execute, acknowledge, deliver, procure, file or record any documents or instruments deemed necessary, desirable or proper by the City to protect the liens or the security interest, if any, under the Project Documents against the rights or interests of third persons; and
- (d) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts deemed necessary, desirable or proper by the City to carry out the purposes of the Project Documents and this Agreement.

12.29 Reserved.

12.30 Construction.

All parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement. Company further acknowledges that it has had ample time to review this Agreement and related documents with counsel of its choice. Any doubtful or ambiguous provisions contained herein shall not be construed against the party who drafted the Agreement. Captions and headings in this Agreement are for convenience of reference only and shall not affect the construction of this Agreement.

12.31 Further Authorizations.

The parties acknowledge and agree that the Mayor of the City, or his designee, and the City's Corporation Secretary, or their respective designees, are hereby authorized to execute any and all other

contracts and documents and otherwise take all necessary action in connection with this Agreement and the Resolution.

12.32 **Attorney's Fees.**

Each party shall be responsible for its own attorneys' fees and costs in connection with any legal action related to this Agreement.

[signatures appear on following pages]

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

ATTEST:

CITY OF JACKSONVILLE

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

By: _____
Donna Deegan, Mayor

WITNESS:

PROJECT PAPER, a _____ company

Print Name: _____

By: _____
Name: _____
Its: _____

Print Name: _____

Form Approved:

Office of the General Counsel

GC-#1644942-v12-Project_Paper_EDA.docx

Encumbrance and funding information for internal City use:

Account or POA Number: _____

1Cloud Account for Certification of Funds	Amount

The above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the contract. It shall be encumbered by one (1) or more subsequently issued purchase order(s) that must reference the foregoing contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), of the *Jacksonville Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Contract; provided, however, this certification is not, nor shall it be interpreted as, an encumbrance of funding under the Contract. Actual encumbrances shall be made by subsequent purchase order(s) as specified in the Contract.

 Director of Finance
 City Contract # _____

LIST OF EXHIBITS

Exhibit A	Description of the Project Parcel
Exhibit B	Improvements
Exhibit C	Annual Survey
Exhibit D	Job Report
Exhibit E	JSEB Reporting Form
Exhibit F	Non-Foreign Entity Affidavit
Exhibit G	Human Trafficking Affidavit

Exhibit A
Description of Project Parcel

The Project Parcel is located in Jacksonville and more particularly described as follows:

[to be added prior to execution]

Exhibit B Improvements

All improvements, machinery, equipment and capital expenditures paid for and constructed or installed by the Company in order to out-fit existing and future expansion office space (inclusive of design, engineering, inspection and permitting costs) in the building located on the Project Parcel in Jacksonville, Florida and the establishment of the National Headquarters of its Mortgage Technology Division at the Project Parcel.

Exhibit C

Annual Survey 202_

Please complete the form below as it relates to the project for which you received City or State assistance. Should you have any questions, please call (904) 255-5447 or email OEDFinance@coj.net. Send completed form to: City of Jacksonville, Office of Economic Development, Finance and Compliance, 117 West Duval Street, Suite 250, Jacksonville, FL 32202, Fax: (904) 630-1019, Email: OEDFinance@COJ.NET

Company name: _____

Mailing Address: _____

Primary Contact Name: _____

Primary Contact Title: _____

Phone: _____ Email: _____

Signature: _____ Reporting Date: _____

As of 12/31/202_:

I. EMPLOYMENT INFORMATION

Number of Jobs at Project Site	[1]
Number of Jobs at Project Site at November 29, 2024 snapshot	[2]
Net New Jobs (subtract line [2] from line [1])	
Average Wage of New Employees (excluding benefits)	\$
Estimated cost of benefits as a percentage of Average Wage	%

II. CAPITAL INVESTMENT INFORMATION

Project Land Costs	[3] \$
Project Structure Costs	[4] \$
Project Equipment Costs	[5] \$
Other Costs	[6] \$
Total Project Costs (sum [3] through [6])	\$

III. ASSESSED PROPERTY VALUE

Exhibit D

Job Report 202_

Please complete the form below as it relates to the project for which you received City or State assistance. Should you have any questions, please call (904) 255-5447 or email OEDFinance@coj.net. Send completed form to: City of Jacksonville, Office of Economic Development, Finance and Compliance, 117 West Duval Street, Suite 250, Jacksonville, FL 32202, Fax: (904) 630-1019, Email: OEDFinance@coj.net.

Company name: _____

Mailing Address: _____

Primary Contact Name: _____

Primary Contact Title: _____

Phone: _____ Email: _____

Signature*: _____ Reporting Date: _____

Print Name: _____

This form should be completed to document all jobs located at the project location as required in the Agreement. The first page of this form must be completed. The second page can either be completed with all required information or a report can be run from the company's HR system. Employees listed on this form must be on the Company's payroll as of December 31, 202_. The OED reserves the right to audit the Company's records to verify the information included on this form.

***By signing this form, I hereby certify that the information in this Job Report and any accompanying documents is true and correct to the best of my knowledge, information and belief. (Please include a signature from a Vice President or higher ranking officer or in the case of an LLC, a manager or managing member.)**

EXHIBIT F

NON-FOREIGN ENTITY AFFIDAVIT

Before me, a notary public, in and for the State of Florida – at large, personally appeared, _____, and having first made due oath or affirmation, states:

1. My name is _____.
(Write Name Here)
2. I am the _____ of _____.
(Insert Job Title) (Insert Company Name)
3. The Company was formed in _____ and is a _____.
(Country and State) (List the Type of Entity (ex.: LLC, Inc., etc.))
4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.
5. I affirm that the Company is not:
 - a. Owned or controlled by the government of the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where ‘controlled by’ means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or*
 - b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

(Signature of Affiant)

The foregoing instrument was acknowledged before me this day of _____, 20__, by _____.
(Insert Name of Affiant)

Personally known _____
OR Produced Identification _____
Type of Identification Provided _____

PRINT, TYPE OR STAMP NAME OF NOTARY

EXHIBIT G

AFFIDAVIT OF COMPLIANCE WITH FLORIDA STATUTE
SECTION 787.06, HUMAN TRAFFICKING

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I currently serve as _____ of _____, a
_____ (the "Company").

3. The Company does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties. Therefore, under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth naught.

Executed to be effective as of _____, 202_.

Signature

Name

Title

Company

Phone Number

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was SWORN TO AND SUBSCRIBED before me by means of [] physical presence or [] online notarization, this ____ day of _____, 202_, by _____ as _____ of _____, a _____ corporation, on behalf of said corporation. Said individual [] is personally known to me or [] has produced _____ as identification.

(SEAL)

Name:
NOTARY PUBLIC, State of Florida
Serial Number (if any) _____
My Commission Expires: _____