

AMENDED AND RESTATED LICENSE AGREEMENT

THIS AMENDED AND RESTATED LICENSE AGREEMENT (hereinafter, the "Amended License") is entered into effective the _____ day of _____, 2022, by and between the **CITY OF JACKSONVILLE**, a municipal corporation (hereinafter called "City"), whose address for the purpose of this Amended License is the City of Jacksonville, 117 West Duval Street, Suite ___, Jacksonville, Florida 32202, and **JACKSONVILLE SKEET AND TRAP CLUB, INC.**, a Florida non-profit corporation, d/b/a JACKSONVILLE CLAY TARGET SPORTS, (hereafter called "CLUB"), whose address for the purpose of this Amended License is 12125 New Berlin Road, Jacksonville, Florida 32226.

WITNESSETH:

WHEREAS, City owns certain property consisting of approximately 151.46 acres and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Land"); and

WHEREAS, CLUB is a duly organized and validly existing not-for-profit Florida corporation, and desires to use the Land and support facilities to accommodate CLUB's operation of firearm sports, including but not limited to, skeet, trap, and sporting clays facility, as well as hosting community, regional, national and international tournaments, special events, and exhibitions, firearms safety, education and training and CLUB seeks the assistance of City to accomplish the foregoing initiatives; and

WHEREAS, City and CLUB (formerly known as Jacksonville Gun Club, Inc.) have previously entered into that certain license agreement dated June 5, 2006, as amended by that certain first amendment to license agreement dated May 14, 2016, as further amended by that certain second amendment to license agreement dated May 15, 2019 (collectively, the "License"), and the parties desire to amend and restate in its entirety the License relating to the Land as set forth in this Amended License.

NOW, THEREFORE, for and in the consideration of One Dollars (\$1.00) in hand paid each respective party to the other and other good/valuable considerations including, but not limited to, the covenants, conditions and terms hereof, the sufficiency and receipt of said good/valuable considerations being herewith acknowledged by the respective parties, City and CLUB stipulate and agree as follows:

1. Recitals. The recitals set forth herein are accurate, correct and true and incorporated herein by this reference.

2. Definitions. As used in this Amended License, the words defined immediately below shall have the meaning stated next to same. Words imparting the singular number include the plural number and vice versa, the male gender shall include the female gender and vice versa, unless the context clearly requires otherwise.

(a) "CLUB" means Jacksonville Skeet and Trap Club, Inc., a not-for-profit corporation established under and existing in good standing in the State of Florida.

(b) "Contract Administrator" means the Chief, Real Estate Division of the City's Department of Public Works.

(c) "Governmental Requirement" means any permit, law, statute, code, rule, regulation, ordinance, order, judgment, decree, writ, injunction, franchise, condition, certificate, permit, license, authorization, or other direction or requirement of any governmental and/or regulatory national, state or local entity with jurisdiction over City, CLUB and/or the Land. Governmental Requirements shall include all applicable, relevant, or appropriate Florida Statutes and City Ordinances including, without limitation, any regulation found in Florida Administrative Codes or regulations; and all Florida Statutes, City Ordinances and regulations or rules now existing or in the future enacted, promulgated, adopted, entered, or issued, both with and outside present contemplation of the respective parties to this transaction.

(d) "Hazardous Materials" means any flammable explosives, lead, except for spent lead shot used in connection with shooting activities, radioactive materials, hazardous materials, hazardous wastes, asbestos, radon, petroleum products, except for pitch based targets used in connection with shooting activities, hazardous or toxic substances or related materials including, without limitation, those defined in:

(i) The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. ss. 9601 et seq.);

(ii) The Hazardous Materials Transportation Act, as amended (42 U.S.C. ss. 1808 et seq.);

(iii) The Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. ss. 6901 et seq.);

(iv) Regulations adopted and publications promulgated pursuant to the foregoing;

(v) Any other Governmental Requirement; and

(vi) Any other material, of which its use, release, disposal, or presence may result in liability under any Governmental Requirement or common law action.

(e) "City" means the City of Jacksonville, Florida, a municipal corporation and political subdivision established by and existing under Chapter 67-1320, Laws of Florida, as amended and supplemented, and other provisions of law, including any representative or agent of City with respect to the Land, whose address is 214 N. Hogan Street, 10th Floor, Jacksonville, Florida 32202, Attn: Chief, Real Estate Division.

(f) "Land" means the real property specifically described on Exhibit "A" and all existing improvements located thereon and all improvements constructed or installed thereon by City or CLUB during the Amended License Term. The Land is generally located at 12125 New Berlin Road, Jacksonville, Florida 32226 in Duval County, Florida.

(g) "Amended License" means this Amended License Agreement (including all exhibits hereto), and any amendments or addenda that may supplement, modify or amend the same.

(h) "Amended License Term" or "Term" means the term of this Amended License commencing on June 1, 2006 and expiring on December 31, 2061, together with any renewal periods hereunder.

(i) "Permitted Use" means the CLUB's use of the Land shall be for skeet, trap, sporting clay facilities, paintball, archery, camping and recreational clubhouse functions, together with firearms safety, education and training, all in compliance with the terms of this Amended License and all Governmental Requirements. The use of lead components and pitch-based targets in conjunction with fire-arm sports, including but not limited to skeet, trap, five-stand and sporting clay facilities, along with paintball, archery and camping shall be part of the Permitted Use. Overnight retention and storage of firearms and ammunition is permitted only under the following conditions: firearms and ammunition shall be stored in a secured and locked vault and stored within an operational and activated alarm system. As authorized by Section 154.107, City of Jacksonville Ordinance Code, service and consumption of alcoholic beverages in connection with clubhouse functions or other special events on the Land shall be permitted in accordance with all applicable Governmental Requirements; provided, however, that no alcoholic beverages may be served or consumed in conjunction with an organized shooting event, prior to or during such events. Upon conclusion of the shooting portion of an event, alcoholic beverages may be served and consumed.

(j) "Section" means the numerical sections of this Amended License find the respective subsections thereof. Each respective Section begins with a numerical number and a capitalized heading of the Section which is underlined to indicate the subject matter thereof.

3. Representations, Warranties, Validity and Binding Effect. CLUB represents, warrants and agrees as follows:

(a) CLUB is a Florida not-for-profit corporation, duly organized, validly existing and in good standing under the laws of the State of Florida with full legal right, power and authority to conduct its operations substantially as presently conducted, and to execute, deliver and perform its obligations under this Amended License.

(b) After a duly called meeting of its board of directors, at which a quorum was present and acting throughout, the CLUB authorized the execution and delivery of this Amended License, and such corporate authorization remains in full force and effect and has not been revoked or modified in any respect whatsoever.

(c) This Amended License is a legal, valid and binding obligation of CLUB, enforceable against CLUB in accordance with its covenants, conditions and terms, except as enforceability may be limited by equitable principles, or bankruptcy, insolvency, reorganization, moratorium or other similar laws effecting the enforcement of creditors' rights generally.

(d) The execution and delivery of this Amended License and compliance with the covenants, conditions and terms hereof will not conflict with or constitute a breach of or a

default under the provisions of any applicable federal, state or local law, court or administrative regulation, judgment, decree or order, or any agreement, indenture or other instrument to CLUB is a party.

(e) CLUB is not in breach of or in default under any applicable federal, state or local law, ordinance, court or administrative regulation, decree or order or any agreement, indenture or other instrument of which CLUB is a party, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a breach or default, which breach or default would affect the validity or enforceability of this Amended License or would affect materially or adversely the financial condition, operation or properties of CLUB to perform its obligations hereunder.

(f) There is no action, suit, proceeding, inquiry or investigation, in equity or at law, before or by any court, governmental agency, public board or body to which CLUB is a party, pending or, to the best of its knowledge, threatened against or affecting it (i) contesting its corporate existence, tax exempt status or powers or the titles of its officers to their respective offices; or (ii) contesting the validity or the power of CLUB to execute and deliver, or affecting the enforceability of this Amended License, or contesting or affecting the power of CLUB to consummate the transactions contemplated by this Amended License, or (iii) wherein an unfavorable court decision, ruling or finding would materially affect the financial position of CLUB.

4. Amended License. In consideration of the representations, warranties, agreements and covenants contained herein, City shall license to CLUB for its exclusive use and benefit for the Amended License Term the Land during the Amended License Term, all in accordance with all of the provisions, covenants, conditions and terms herein. The Land is provided to CLUB in its "AS IS" condition and without representation or warranty by City as to the suitability or condition of the Land for CLUB's use.

5. Amended License Fee. CLUB agrees to pay to City annually during the Amended License Term, without notice or demand, at City's address referenced herein, a Amended License Fee of \$1.00 per year, together with all applicable tax payable and due thereon. Said Amended License Fee shall be payable on July 1, 2006, and shall continue on the same annual anniversary for each consecutive year of the Amended License Term thereafter.

6. Contract Administration. The Contract Administrator shall be responsible for the contract administration of this Amended License on behalf of City.

7. Taxes and Other Charges. CLUB shall bear, pay and discharge, on or before the last day on which payment may be made without penalty or interest, all ad valorem real estate taxes, or other taxes, if any, which shall, or may during the Amended License Term, be charged, laid, levied, assessed, imposed, become payable and due, or become liens upon, or arise in connection with the use, occupancy or possession of the Land or any part thereof.

8. Use of Land.

(a) CLUB shall only use the Land for the purpose of operating and maintaining an activities complex for the Permitted Use. No other use of the Land is permitted without the prior written consent of City, which consent may be withheld in its sole and absolute discretion. The CLUB's dates and hours of operation shall be as set forth in Exhibit "B" attached hereto and made a part hereof. Overnight camping or parking is permitted on the Land in conjunction with the Permitted Use only, and for no other purpose. CLUB shall administer, maintain and operate the Land with the Permitted Use and during the hours set forth in Exhibit "B". Further, CLUB may use the Land for the purpose of conducting charity shooting events and special shooting fund raisers, and events for non-profit organizations, and tournaments. Such additional special event, fundraiser, or tournament may be conducted on days other than those set forth on Exhibit "B" but shall be conducted during the same shooting hours as established in Exhibit "B". CLUB acknowledges and agrees that the Land is subject to certain provisions, conditions, terms and use restrictions which are imposed upon the Land by the St. Johns River Water Management District, the Army Corps of Engineers, the Department of Environmental Protection, and other federal, state or local governmental and/or regulatory entities requiring that the use of the Land be in compliance with the provisions, conditions and terms of the said governmental/regulatory entities relating to the Land's use. CLUB agrees to be in compliance at all times and to comply with such Governmental Requirements imposed upon the Land and shall not in any way subject City to liability or exposure for failure to adhere to the same.

(b) CLUB shall not discriminate against any person on the basis of race, creed, color, sex, religion, national origin, age, marital status or disability in its use and operations of the Land. CLUB shall provide to City, on the first day of the Amended License Term and thereafter on the first business day of January of each year of the Amended License Term, a true and complete list of fees and charges for the activities to be conducted at the Land during the year as of the date of notification. Notwithstanding the foregoing, the CLUB covenants that individuals under the age of 18 are permitted to shoot at the range only so long as: (i) the underage individual is accompanied by a responsible adult citizen over the age of 21; and (ii) the CLUB maintains in its files an original, signed statement from the underage individual's parent or legal guardian consenting and authorizing the underage individual to shoot at the range.

(c) The CLUB shall be responsible for the maintenance, taxes, and utilities relating to the Land and the Permitted Use at CLUB's sole cost and expense.

(d) The CLUB shall be responsible for all security relating to its use of the Land.

(e) No reconfiguration, enlargement or relocation of the shooting drop zones shown on the site plan, attached hereto as Exhibit "C" and made a part hereof, shall be made by CLUB without the prior written consent of City, which consent may be withheld in the sole discretion of City.

9. Improvements to Land, Personal Property.

(a) CLUB shall not make additions, alterations, changes or improvements in or to the Land or any part thereof, without the prior written consent of City, which may be withheld

in the sole discretion of the City. Menial, regular, and routine maintenance shall not be included in this provision; it being understood that the CLUB shall maintain the Land (including but not limited to all improvements) in good and safe condition, ordinary wear and tear excepted, pursuant to the provisions of this Amended License. All additions, alterations, changes or improvements made by CLUB shall be constructed at CLUB's sole expense and shall, upon completion thereof, become the property of City. All additions, alterations, changes or improvements shall be made in conformance with applicable Governmental Requirements. CLUB may place its personal property on or within the Land during the Amended License Term from time to time at its discretion; however, all CLUB personal property that may be on the Land during the Amended License Term shall be at CLUB's sole risk.

(b) It is the intent of the parties that City shall be the intended beneficiary of all warranties relating to the construction of any improvements, and CLUB shall require all warranties to so designate City. Prior to substantial completion of any improvement costing in excess of Twenty Thousand Dollars \$20,000, CLUB shall require all contractors to give reasonable notice to City in order that City may participate in final walk-through and punch list inspection. Prior to completion and close-out of the construction work, CLUB shall require its contractors to give reasonable notice to City of all close-out training including, but not limited to start-up of equipment and operations and maintenance procedures in order that City may participate. CLUB shall cause the contractors to deliver to City all warranties upon completion of the construction work.

(c) CLUB shall require any contractor or contractors performing work valued over \$200,000 at the Land to furnish a Construction 100% Performance and Payment Bond in an amount not less than the full amount of the contract price for completing the build-out of any improvements, as surety for the faithful performance of the contract by the contractor, and for the payment of all persons performing labor and furnishing materials in connection with the work. CLUB shall, before the commencement of any construction, furnish City with evidence of the Construction Bond as outlined herein. If at any time during the continuance of the contract, a surety on the contractor's bond or bonds becomes irresponsible, City shall have the right to request additional and sufficient sureties which CLUB shall require the contractor to furnish within ten (10) days after receipt of written notice from City to do so.

(d) Any additions, deletions or revisions to the improvements, as set forth in approved designs and plans, shall require the prior written approval of City.

(e) In the event CLUB fails to complete the construction of any improvements, City shall have the right, but no obligation, to complete the construction of the improvements at the sole cost and expense of CLUB.

(f) CLUB shall obtain, at its own expense, any applicable permits, changes to existing permits, any architectural approvals and zoning approvals as maybe required by federal, state and local laws and regulations for the construction of any improvements and CLUB's use of the Land.

(g) It is understood and agreed between the parties that all improvements shall become the property of City, free and clear of all construction or other liens. CLUB shall deliver to City contractor(s)' affidavits and waivers of lien from all those who supplied labor, material or

services in connection with the construction of the improvements together with satisfactory proof of full payment of such.

(h) CLUB agrees to comply, and to require any contractor, subcontractor or supplier to comply with all applicable federal, state and local laws, rules, ordinances and regulations.

(i) CLUB shall be responsible for remediating soils, surface water and groundwater contaminated with Hazardous Materials due to its activities on the Land, whether occurring during this Amended License or any predecessor lease, license or other authorization, and shall defend and hold City harmless for any costs, losses, and damages (including attorneys fees and court costs) arising out of or resulting from such contamination. (The provisions of the preceding sentence shall survive the expiration or termination of this Amended License.) City shall be responsible for remediating any contaminated media or disposal of Hazardous Materials arising solely from its activities on the Land. The CLUB shall provide City immediate written notice of any communication from any regulatory or grant authority concerning contamination and/or remediation requirements. However, this Section 9(i) shall not apply to spent lead shot or pitch based targets used in connection with shooting activities so long as CLUB is in compliance with the provisions of Section 14(b).

10. Financing of Improvements.

(a) Upon prior written consent of City, CLUB shall have the right, during the Term hereof, to mortgage, encumber, hypothecate or otherwise enter into and execute loan security instruments involving CLUB's licensehold estate created by this Amended License. In the event that CLUB, pursuant to a mortgage, deed of trust or other instrument, mortgages or otherwise encumbers an interest in the licensehold estate, then in such event the Mortgagee or other secured party or pledge shall not become liable to perform the obligations of the CLUB under this Amended License unless and until said Mortgagee becomes the owner of the licensehold estate and, thereafter, said Mortgagee shall remain liable for such obligations, only so long as such Mortgagee remains the owner of the licensehold estate. All licensehold assignees who elect to become licensehold owners shall be entitled to benefits accorded CLUB herein.

(b) All Mortgagees' rights shall terminate no later than the termination of the licensehold estate. In the event there is a termination of the licensehold estate under the provisions hereof prior to the expiration of the Term of this Amended License, the lien rights of any Mortgagee who has advanced funds pursuant to a security financing arrangement under this Amended License shall terminate and cease immediately, if such Mortgagee refuses to cure the default of CLUB or acquire the licensehold interest of CLUB in accordance with the cure provision set forth below in Section 10(e).

(c) Nothing contained in any licensehold mortgage, licensehold deed or trust or other CLUB security financing arrangement shall ever be construed to pledge, mortgage, encumber, hypothecate, alienate or otherwise grant or convey all or any part of the fee simple title to the real property underlying the licensehold estate herein given, or licensehold improvements, as same is publicly-owned property not subject to encumbrance or involuntary sale or divestiture.

(d) Any mortgagor security agreement between CLUB and a third party Mortgagee shall contain a clause to the effect that any lien or security interest acquired shall not be enforceable against City if City has terminated the Amended License as a result of CLUB's uncured breach of contract and the third party Mortgagee (in accordance of with the provisions set forth below in Section 10(e) and after proper written notice to Mortgagee), has elected not to cure the default of CLUB or institute foreclosure or other proceedings against CLUB, or otherwise enforce its rights against CLUB; and that all rights acquired under such Mortgage(s) or Security Interest shall be subject to all of the covenants, conditions and restrictions set forth in this Amended License, and to all rights and interests of City herein, none of which covenants, conditions or restrictions is or shall be waived by City by reason of the right given to mortgage such interest in this Amended License.

(e) As a condition precedent to the effect of the rights to Mortgagees set forth in this Section 10, Mortgagees must notify City in writing that a licensehold mortgage has been recorded and shall furnish to City the address to which copies of notices to Mortgagee shall be mailed, or designate its agent and representative for the purpose of receiving copies of notices. City agrees that it will not take action to effect a termination of this Amended License by reason of any uncured default without first giving to each Mortgagee of record notice of such default and reasonable time to cure the same and/or institute foreclosure action against CLUB, which time period shall not be less than sixty (60) days from the date of City's notice to Mortgagee.

(f) In order to preserve its right as Mortgagee, the Mortgagee shall be obligated after notice from City of CLUB's default under this Amended License to (i) within sixty (60) days of City's notice to Mortgagee, pay all rents and charges owed or thereafter coming due from CLUB and to pay all applicable ad valorem taxes and maintenance of insurance; (ii) within sixty (60) days of City's notice to Mortgagee, cure non-monetary default(s), or commence and properly proceed with diligence toward the cure of such default(s) which cannot reasonably be completed in sixty (60) days; and (iii) within one-hundred twenty (120) days of City's notice to Mortgagee, commence foreclosure proceedings, in which case Mortgagee shall prosecute such foreclosure proceedings with diligence to completion. Mortgagee shall notify City immediately when foreclosure is commenced and when it is completed.

(g) If the Mortgagee or any person claiming by, through or under it (including but not limited to a purchaser at foreclosure sale) shall become owner of the licensehold estate and if the improvements shall become materially damaged, then such Mortgagee shall be obligated to repair the improvements to their pre-existing condition prior to the casualty.

11. Maintenance, Repairs and Utilities. CLUB shall continuously maintain and keep in good repair and safe condition, at its sole cost and expense, the Land (including but not limited to all improvements). CLUB shall be responsible, at its sole cost and expense, for the installation and maintenance charges for any telephone facilities, computer facilities, or other communication facilities utilized by CLUB at the Land, and for telephone, power, gas, electric, water, sewer, and garbage costs as well as mowing of the fields, irrigation repairs, and overall maintenance of the parking lot, landscape, and any improvements to the Land; it being understood the CLUB shall

pay and be responsible for the costs of all use, maintenance, and repair associated with CLUB's Permitted Use of the Land.

12. Insurance.

(a) Without limiting its liability under this License, CLUB shall at all times during the term of this License procure prior to commencement of work and maintain at its sole expense during the life of this License (and CLUB shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation Employer's Liability	Florida Statutory Coverage \$ 100,000 Each Accident \$ 500,000 Disease Policy Limit \$ 100,000 Each Employee/Disease

All contractors hired to perform construction work in connection with this agreement must carry workers compensation with the following limits:

Worker's Compensation Employer's Liability	Florida Statutory Coverage \$ 1,000,000 Each Accident \$ 1,000,000 Disease Policy Limit \$ 1,000,000 Each Employee/Disease
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This insurance shall cover the CLUB (and, to the extent they are not otherwise insured, its subcontractors) 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, USL&H and Jones, and any other applicable federal or state law.

(If CLUB is not required to carry Workers' Compensation coverage as defined under Chapter 440, Florida Statutes, the above requirement may be waived. CLUB is solely responsible for determining applicability of Chapter 440, Florida Statutes. Club is responsible for workers compensation benefits payable to an injured employee as defined by Chapter 440, Florida Statutes. CLUB shall provide to City written confirmation verifying the exemption on CLUB's letterhead, certified and signed by an officer or authorized representative of the CLUB.)

Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability \$1,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the License)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Liquor or Host Liquor Liability \$1,000,000 Each Occurrence
(Liquor or Host Liquor Liability to the extent liquor is being sold, served or consumed.)

Professional Liability \$1,000,000 per Claim and Aggregate
(Including Medical Malpractice when applicable)

Any entity hired to perform professional services as a part of this license shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this License and with a three year reporting option beyond the annual expiration date of the policy.

Builders Risk %100 Completed Value of the Project

Any construction being done as part of this license Requires Builders Risk insurance. Such insurance shall be on a form acceptable to the CITY's Office of Insurance and Risk Management. The Builder's Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Builder's Risk and/or Installation policy shall not be subject to a coinsurance clause. A maximum \$10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. Named insured's shall be: CONTRACTOR, the CITY, and respective members, officials, employees and agents, the ENGINEER, and the PROGRAM MANAGEMENT FIRM(S) (when program management services are provided). The City of Jacksonville, its members, officials, officers, employees and agents are to be named as a loss payee.

Pollution Liability

\$1,000,000 per Loss
\$2,000,000 Annual Aggregate

Any entity hired to perform services as part of this license for environmental or pollution related concerns shall maintain Contractor's Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, 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.

Pollution Legal Liability

\$1,000,000 per Loss
\$2,000,000 Aggregate

Any entity hired to perform services as a part of this License that require disposal of any hazardous material off the job site shall maintain 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 License.

Additional Insurance Provisions

- A. Certificates of Insurance. The Club shall deliver to the City of Jacksonville Certificates of Insurance that shows the corresponding City Contract, Bid Number or PO if applicable in the Description, Additional Insured, Waivers of Subrogation and statement as provided below. The certificates of insurance shall be insurance certificate shall be made available upon request of the City of Jacksonville.
- B. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.
- C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.
- D. CLUB's Insurance Primary. The insurance provided by the CLUB shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- E. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this License shall remain the sole and exclusive responsibility of the named insured CLUB. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this License.
- F. CLUB's Insurance Additional Remedy. Compliance with the insurance requirements of this License shall not limit the liability of the CLUB or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers,

employees or agents shall be in addition to and not in lieu of any other remedy available under this License or otherwise.

- G. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by CLUB shall relieve CLUB of CLUB's full responsibility to provide insurance as required under this License.
- H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State 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.
- I. Notice. The CLUB 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 provided then the CLUB, as applicable, 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.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of the CLUB under this License shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably 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.
- L. Special Provisions: Prior to executing this Agreement, CLUB shall present this License and Exhibit D & E to its Insurance Agent affirming: (1) that the Agent has personally reviewed the insurance requirements of the License, and (2) that the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Club."

13. **Indemnification.** CLUB and its subcontractors (the "Indemnifying Party") shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

a. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

b. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

c. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnified Party exercises its rights under this Contract, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **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 the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

This Section 13 shall survive the termination or expiration of this Amended License.

14. Compliance with Governmental Requirements.

(a) During the Amended License Term, CLUB shall comply with all Governmental Requirements governing or affecting the Land and the use thereof for any reason. CLUB shall notify City of its violation of any Governmental Requirement promptly after CLUB's knowledge thereof, and CLUB shall diligently and prudently take requisite action to correct any violations of Governmental Requirements as soon as reasonably possible after the discovery of same. Upon City's request, CLUB shall assure City from time to time, in written certifications, that CLUB and the Land are in compliance with all Governmental Requirements and this Amended License. City acknowledges the benefits granted to CLUB by the provisions of Section 823.16, Florida Statutes, and this provision shall prevail on all issues concerning this subject matter in this Amended License.

(b) During the Amended License Term, CLUB shall conduct its operations consistent, to the maximum extent practicable, with the Florida Department of Environmental Protection's "Best Management Practices for Environmental Stewardship of Florida Shooting Ranges (2004)" which is incorporated herein by reference, and any amendments thereto (collectively, the "BMP"). Within 90 days of the date of this Amended License, CLUB shall prepare a baseline study of current site conditions in accordance with Appendix C to the BMP, and

an Environmental Stewardship Plan ("ESP") in accordance with Appendix D to the BMP. A copy of the baseline study shall be provided to City's Council Auditor and Contract Administrator along with the ESP for review and approval by City's Council Auditor and Contract Administrator. Once the ESP is approved, CLUB shall provide to City's Council Auditor and Contract Administrator progress reports using Appendix E of the BMP as a sample. CLUB shall also provide annually to City's Council Auditor and Contract Administrator the Annual Activities Log for the BMP.

15. Title to Land. Title to the Land shall remain vested with City, subject to the covenants, conditions and terms of this Amended License, and CLUB shall have no interest in the title to the Land but shall only have a licensehold interest thereto. Any improvements made to the Land shall be vested with City who shall have the title thereto, subject to the covenants, conditions and terms of this Amended License; however, no furnishings, furniture, fixtures, equipment, machinery or other personal property installed or constructed by CLUB on or within the Land shall be City's property, but shall be the property of CLUB. CLUB shall have control of the Land, subject to the covenants, conditions and terms of this Amended License, but City shall always remain vested with title to the Land and in control thereof to ensure that neither CLUB nor any other entity shall have the authority or right to violate Governmental Requirements affecting the Land and the utilization thereof.

16. Destruction or Damage. In the event the Land, or any part thereof, is destroyed or damaged from any casualty, CLUB shall, to the extent of available insurance proceeds, repair the damage and restore the Land to the extent reasonable and practical under the circumstances then existing; provided, however, CLUB shall not be required to so restore and repair the Land and shall be entitled to terminate this Amended License by giving written-notice to City of its intent to terminate this Amended License and the time frame therefor in the event, in CLUB's discretion and decision, (a) the Land is damaged or destroyed from any casualty of a type then generally excluded from conventional all risk property insurance and as a result, no insurance proceeds are available, or if coverage exists but, in the reasonable estimation of CLUB, there is an insufficient amount of insurance proceeds available to permit adequate reconstruction and repair of the Land and CLUB decides not to provide sufficient funds to cover the amount of the deficiency, or (b) such destruction or damage occurs during the last year of the Amended License Term of this Amended License.

17. Hazardous Materials.

(a) Except for lead shot and pitch based targets from shooting ranges, CLUB shall not knowingly use, handle, store or permit the use, handling or storage of Hazardous Materials on the Land, or dispose of or permit or allow the disposal, leakage, spillage or discharge on or upon the Land of any Hazardous Material. If any Hazardous Material should be used, handled or stored (except in accordance with this Section) or if any Hazardous Material is disposed of or permitted to leak, spill or discharge on or upon the Land by accident or otherwise, CLUB shall provide immediate written notice thereof to City and CLUB shall immediately commence and diligently pursue the removal of any such Hazardous Material and CLUB shall remediate, clean and restore the Hazardous Material area in accordance with all applicable Governmental Requirements, and pay all fines, fees, assessments and penalties arising therefrom. CLUB shall

furnish City periodically at City's request, certification that CLUB is in compliance with the provisions of this Section. This Section shall not apply to the storage of shooting components and ammunition stored to be sold for the Permitted Use in the ordinary use of CLUB activities. Lead shot shall be managed in accordance with best management practices established in Section 790.333, Florida Statutes.

(b) CLUB shall provide written notice to City within twenty (20) days of:

(i) any change in CLUB's utilization and operation of the Land involving the use, handling or storage of Hazardous Materials;

(ii) receipt of any warning, notice, notice of violation, lawsuit or the like from any governmental agency or regulatory authority relating to environmental compliance;

(iii) receipt of any complaint, claim, or lawsuit filed by any third party relating to environmental compliance; or

(iv) releases, spillage, leakage or disposal of any Hazardous Material at the Land.

(c) If CLUB shall fail to comply with any of the provisions of this Section, City shall have the right, but shall not be obligated, to enter into and go upon the Land without thereby causing or constituting a termination of this Amended License, or ejection of CLUB, either constructive or otherwise, in whole or in part, from all or any portion of the Land, or an interference with CLUB's possession and use of the Land, and take such steps and incur such expenses as City shall deem necessary to correct CLUB's default, including, without limitation of the generality of the foregoing, the making of all replacements or repairs for which CLUB is responsible and CLUB shall reimburse City on demand for any expense incurred by City as a result thereof.

18. Default. Each of the following events shall be a default hereunder by CLUB and shall constitute a breach of this Amended License:

(a) If CLUB shall fail to pay City any Amended License Fee or any other charge due hereunder as and when the same shall become payable and due and the same remains unpaid for thirty (30) days after City's written notice for payment;

(b) If CLUB shall fail to perform any of the covenants, conditions and terms of this Amended License on CLUB's part to be performed and such non-performance shall continue for a period of sixty (60) days after written notice thereof by City to CLUB; or if CLUB shall fail to act in good faith to commence and undertake performance within such sixty (60) day period to cure a non-performance which cannot be cured within the initial sixty (60) day period and CLUB shall designate in writing the reasonable time period to cure such non-performance and its intent to do so, or, CLUB, having commenced to undertake such performance within the initial sixty (60) day period, shall fail to diligently proceed therewith to completion within the designated reasonable time period to cure such non-performance (however, in no event shall such extended period exceed one hundred twenty (120) days);

(c) If CLUB shall abandon the Land for any period of time exceeding thirty (30) consecutive calendar days;

(d) If CLUB shall fail to maintain the proper insurance as required by this Amended License after having received written notice by City;

(e) If CLUB shall file a voluntary petition under any bankruptcy, or insolvency law;

(f) If an involuntary petition shall be filed against CLUB under any bankruptcy or insolvency law and such proceeding is not dismissed within sixty (60) days of the commencement date;

(g) If a receiver is appointed for CLUB's property and such proceeding is not dismissed within sixty (60) days of the commencement date.

If an event of default shall occur and be uncured, then City shall have the right to immediately terminate and cancel this Amended License by giving to CLUB written notice of such termination and cancellation. Upon such notice, this Amended License shall terminate and the parties shall be released from all obligations under this Amended License that do not specifically survive its termination. The foregoing remedy shall not be the exclusive remedy for City for this Amended License.

19. CLUB Termination. CLUB shall retain an absolute right to terminate and cancel this Amended License at any time during the Amended License Term in the event CLUB determines that its financial condition and/or operating funds are not sufficient for CLUB to maintain and operate the Land described herein upon giving City at least ninety (90) days written notice of CLUB's need to terminate and cancel its obligations hereunder and designating the termination date. In such event, the Amended License shall terminate and cease as of the effective date of CLUB's termination hereunder and the parties shall be released from all obligations hereunder that do not specifically survive termination.

20. Amended Licenses; Permits. CLUB will be responsible for obtaining all licenses, permits, inspections and other approvals necessary for the operation of the Land for the Permitted Use.

21. Assignment. Except as set forth in Section 10, CLUB shall not transfer, hypothecate, mortgage, pledge, assign or convey its interest in the Amended License or the Land or any part thereof; it being understood this Amended License is personal to CLUB.

22. Expiration of Term. At the expiration of the Amended License Term, CLUB shall peaceably return to City the Land in good condition, ordinary wear and tear excepted. It is understood and agreed between City and CLUB that CLUB shall have the right to remove from the Land all personal property of CLUB situate at the Land including, but not limited to all furnishings, furniture, fixtures, machinery, equipment, appurtenances and appliances placed or installed on the Land by same, provided CLUB restores the Land after the removal therefrom.

Further, the CLUB shall not have encumbered the Land with any mortgages, mechanics' liens, or otherwise, except as set forth in Section 10.

23. Right of City to Inspect. City, at all times, may enter into and upon the Land for the purpose of inspecting same. CLUB shall provide to City keys to all gates and improvements on the Land. CLUB shall present an Annual Financial Report to City and this Annual Financial Report shall be presented to City at a mutually agreed upon time and in mutually agreed upon format and content, within thirty (30) days after request by City.

24. Force Majeure. If City or CLUB shall be delayed in, hindered in or prevented from the performance of any act required hereunder (other than performance requiring the payment of a sum of money) by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations or actions, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond such party's reasonable control (excluding the unavailability of funds or financing), then the performance of such act shall be excused for the period of the delay and the period for the performance of any such act as required herein shall be extended for a period equivalent to the period of such delay.

25. Mechanics Liens. CLUB shall immediately after it is filed or claimed, have released (by bonding or otherwise) any mechanics', material man's or other lien filed or claimed against any or all of the Land or any other property owned or licensed by City, by reason of labor or materials provided for CLUB or any of its contractors or subcontractors, or otherwise arising out of CLUB's use or occupancy of the Land. Nothing in the provisions of this Amended License shall be deemed in any way to give CLUB any right, power or, authority to contract for or permit to be furnished any service or materials which would give rise to the filing of any mechanics' or materialmen's lien against City's estate or interest in and to the Land, it being expressly agreed that no estate or interest of City in and to the Land shall be subject to any lien arising in connection with any alteration, addition or improvement made by or on behalf of CLUB. At City's request, CLUB shall execute a written instrument to be recorded for the purpose of providing notice of the existence of the provisions of the preceding sentence in accordance with Section 713.10, Florida Statutes.

26. Monitoring Well. City has installed monitoring wells on the Land at the location shown in Exhibit "C", to which City will need access throughout the Amended License Term. Notwithstanding any contrary provision of this Amended License, City shall have the right to continue to operate, maintain, repair, replace, relocate, and monitor the existing wells together with the right of ingress, egress and passage over and across the Land to access the wells. Except in cases of an emergency, City will provide a minimum of twenty-four hours notice to CLUB that City, its agents, employees and representatives will be on the Land in connection with the well. CLUB shall cease all shooting activities on the Land while City, its agents, employees and representatives are on the Land.

27. Miscellaneous:

(a) Notices. Any and all notices which are permitted or required in this Amended License shall be in writing and shall be duly delivered and given when personally served or mailed to the person at the address designated below. If notice is mailed, the same shall be

mailed, postage prepaid, in the United States mail by certified or registered mail - return receipt requested. Notice shall be deemed given on the date of personal delivery or mailing and receipt shall be deemed to have occurred on the date of receipt; in the case of receipt of certified or registered mail, the date of receipt shall be evidenced by return receipt documentation. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any entity may change its address as designated herein by giving notice thereof as provided herein.

If to City: City of Jacksonville
214 N. Hogan Street, 10th Flr.
Jacksonville, Florida 32202
Attn: Chief, Real Estate Division

With copy to: Office of General Counsel
City of Jacksonville
Attn: Governmental Operations
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

If to CLUB: Jacksonville Skeet and Trap Club, Inc.
Attn: President
12125 New Berlin Road
Jacksonville, Florida 32226

With copy to: Lawrence Rolfe
Registered Agent Secretary of State
233 E. Bay Street
Jacksonville, Florida 32202

or such other address either party from time to time specify in writing to the other.

(b) Legal Representation. Each respective party to this Amended License has been represented by counsel in the negotiation of this Amended License and accordingly, no provision of this Amended License shall be construed against a respective party due to the fact that it or its counsel drafted, dictated or modified this Amended License or any covenant, condition or term thereof.

(c) Further Instruments. Each respective party hereto shall, from time to time, execute and deliver such further instruments as any other party or parties or its counsel may reasonably request to effectuate the intent of this Amended License.

(d) Severability or Invalid Provision. If any one or more of the agreements, provisions, covenants, conditions and terms of the Amended License shall be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such agreements,

provisions, covenants, conditions or terms shall be null and void with no further force or effect and shall be deemed separable from the remaining agreements, provisions, covenants, conditions and terms of the Amended License and shall in no way affect the validity of any of the other provisions hereof.

(e) No Personal Liability. No representation, statement, covenant, warranty, stipulation, obligation or agreement contained herein shall be deemed to be a representation, statement, covenant, warranty, stipulation, obligation or agreement of any member, officer, employee or agent of City or CLUB in his or her individual capacity and none of the foregoing persons shall be liable personally or be subject to any personal liability or accountability by reason of the execution or delivery thereof.

(f) Third Party Beneficiaries. Nothing herein express or implied is intended or shall be construed to confer upon any entity other than City and CLUB any right, remedy or claim, equitable or legal, under and by reason of this Amended License or any provision hereof, all provisions, conditions and terms hereof being intended to be and being for the exclusive and sole benefit of City and CLUB.

(g) Successors and Assigns. To the extent permitted by Section 21, this Amended License shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

(h) Survival of Representations and Warranties. The respective indemnifications, representations and warranties of the respective parties to this Amended License shall survive the expiration or termination of the Amended License and remain in effect.

(i) Governing Law; Venue. This Amended License shall be governed by and construed in accordance with the laws of the State of Florida and the Ordinances of the City of Jacksonville. Wherever possible, each provision, condition and term of this Amended License shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision, condition or term of this Amended License, or any documentation executed and delivered hereto, shall be prohibited by or invalid under such applicable law, then such provision, condition or term shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision, condition or term or the remaining provisions, conditions and terms of this Amended License or any documentation executed and delivered pursuant hereto. Venue for any action arising out of this Amended License shall lie in the jurisdictional courts of Duval County, Florida.

(j) Section Headings. The section headings inserted in this Amended License are for convenience only and are not intended to and shall not be construed to limit, enlarge or affect the scope or intent of this Amended License, nor the meaning of any provision, condition or term hereof.

(k) Counterparts. This Amended License may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute

one (1) and the same document. Delivery of a counterpart by electronic means shall be valid and binding for all purposes.

(l) Entire Agreement. This Amended License contains the entire agreement between the respective parties hereto and supersedes any and all prior agreements and understandings between the respective parties hereto relating to the subject matter hereof. No statement or representation of the respective parties hereto, their agents or employees, made outside of this Amended License, and not contained herein, shall form any part hereof or bind any respective party hereto. Except for the two (2) additional five (5) year options to renew set forth in Section 27(s) below, this Amended License shall not be supplemented, amended or modified except by written instrument signed by the respective parties hereto and approved by the City Council.

(m) Attorneys' Fees and Costs. In any dispute or litigation arising out of or pertaining to this Amended License, each party shall bear its own costs and expenses (including attorneys' and other professionals' fees).

(n) Time. Time is of the essence of this Amended License. When any time period specified herein falls upon a Saturday, Sunday or legal holiday, the time period shall be extended to 5:00 P.M. on the next ensuing business day.

(o) Waiver of Defaults. The waiver by either party of any breach of this Amended License by the other party shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Amended License.

(p) Standard of Care. The CLUB shall be solely responsible for safety and security at the Land with respect to the Permitted Use and this Amended License. The CLUB shall exercise all due care and shall comply with industry standards regarding safety and security. Additionally, the CLUB covenants the following: (i) a CLUB board member shall be appointed as a Safety Officer whose responsibility shall be compliance with this Amended License and industry standards; (ii) CLUB shall determine and post such signage and obtain such written consents from its members as necessary for safety requirements; (iii) members shall be required to utilize eye and ear safety equipment; (iv) only shotguns and lead shot no larger than "7 ½" shall be permitted; and (v) CLUB shall prepare safety requirements as necessary from time to time to remain current with industry standards and care.

(q) Radon Disclosure. The following disclosure is required to be made by the laws of the State of Florida:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(r) Prior License. This Amended License is only a modification and restatement of the License and does not serve as a termination of the License.

(s) Option to Renew. So long as CLUB is not in default under this Amended License, CLUB shall have the option to renew this Amended License for two (2) additional five (5) year periods upon giving written notice to City not earlier than six (6) months before expiration of the then current term, and with a minimum of not less than ninety (90) days written notice before expiration of the then current term. Thereafter, the CLUB shall be entitled to renew this Amended License upon such terms and conditions as the parties may agree.

(t) Right of First Refusal. CLUB shall have the right of first refusal of the Land as herein described in this Amended License. If at any time during the Term, City shall receive a bona fide offer from a third person for the purchase of the Land which offer City shall desire to accept, City shall promptly deliver to CLUB a copy of such offer and the CLUB shall have one hundred twenty (120) days thereafter to elect to purchase the Land on the same terms as those set forth in the offer. If CLUB shall not accept the offer by providing written notice thereof to City within the time herein specified therefore, said right of first refusal shall cease to exist and City shall have the right to sell the Land upon the terms and conditions set forth in the offer but this Amended License shall continue otherwise on all other terms, covenants and conditions in the Amended License set forth.

IN WITNESS WHEREOF, the respective parties have executed this Amended License for the purposes expressed herein effective the day and year first above written.

Attest

CITY OF JACKSONVILLE

Corporation Secretary

By: _____
Lenny Curry, Mayor

WITNESSES:

JACKSONVILLE SKEET AND TRAP CLUB, INC.

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

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 Amended License. Actual encumbrance[s] shall be made by subsequent purchase order or check request[s].

Director of Finance and Administration

Form Approved:

By: _____
Office of General Counsel

GC-#1443490-v5-Amended_and_Restated_License_Agreement_Jacksonville_Skeet_and_Trap_Club_2021.docx

Exhibit A

Land

Exhibit B

Hours of Operation

For ordinary Hours of Operation, the following shall apply to all shooting activities at the Land (specifically meaning the hours in which the CLUB is open and operating and shooting occurs):

During Daylight Savings Time:

Wednesday – 9:00 AM until 9:00 PM

Friday – 9:00 AM until 9:00 PM

Saturday and Sunday – 9:00 AM until 9:00 PM

During Eastern Standard Time:

Wednesday – 9:00 AM until 7:00 PM

Friday – 9:00 AM until 7:00 PM

Saturday and Sunday – 9:00 AM until 7:00 PM

Notwithstanding the foregoing, the CLUB may be open after shooting ceases (according to the hours set forth above) for social events and parties, but in any event, all such additional activities shall end on or before 11:00 PM.