

AMENDED AND RESTATED ESCROW AND TRAFFIC SIGNALIZATION PROJECT AGREEMENT

THIS AMENDED AND RESTATED ESCROW AND TRAFFIC SIGNALIZATION PROJECT AGREEMENT (this “Agreement”) is made and entered into effective as of _____, 2023 (the “Effective Date”) by and among **WELLS CREEK, LLC**, a Florida limited liability company, (“Wells Creek”); **MATTAMY JACKSONVILLE LLC**, a Delaware limited liability company, (“Mattamy”); **KB HOME JACKSONVILLE LLC**, a Delaware limited liability company, (“KB Home”); **WELLS CREEK PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, (“POA”); **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (“COJ”); and, for the purpose of agreeing to the escrow and disbursement provisions hereof, **CARLTON FIELDS, P.A.**, a Florida professional association, (“Escrow Agent,” Wells Creek, Mattamy, KB Home, POA, and COJ are each a “Party” and collectively the “Parties”).

(A) The Parties desire to design, engineer, permit, and construct traffic signalization improvements at the intersection of Phillips Highway and Wells Creek Parkway (the “Project”) to promote safety and to accommodate increased vehicular traffic in the area.

(B) The Parties contemplate that POA will design, engineer, and permit the Project, and City will construct and install the Project, each proceeding in good faith in accordance with the preliminary performance schedule (the “Performance Schedule”) attached hereto as Exhibit “A,” and as otherwise set forth herein.

(C) As a financial contribution to the Project, Wells Creek has made a one-time deposit of a sum equal to \$307,761.90 (“Wells Creek’s Escrow Funds”) with Escrow Agent, as more specifically set forth herein, to pay part of the costs and expenses of designing, engineering, permitting, and constructing the Project.

(D) As a financial contribution to the Project, Mattamy has made a one-time deposit of a sum equal to \$100,000.00 (“Mattamy’s Escrow Funds”) with Escrow Agent, as more specifically set forth herein, to pay part of the costs and expenses of designing, engineering, permitting, and constructing the Project.

(E) As a financial contribution to the Project, KB Home has agreed to a one-time deposit of a sum equal to \$50,000.00 (“KB Home’s Escrow Funds” and, together with Wells Creek’s Escrow Funds and Mattamy’s Escrow Funds, collectively, the “Escrow Funds”) with Escrow Agent, as more specifically set forth herein, to pay part of the costs and expenses of designing, engineering, permitting, and constructing the Project.

(F) The Parties, desiring to set forth and coordinate their respective rights and obligations regarding the Escrow Funds, and Escrow Agent previously made that certain Escrow Agreement among themselves dated as of June 13, 2022, (the “Initial Agreement”).

(G) This Agreement amends and restates, in its entirety, the Initial Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises contained in this Agreement, Ten and No/100ths Dollars (\$10.00), and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged by the Parties, the Parties hereby covenant and agree as follows:

1. **Recitals.** The statements contained in the recitals of fact set forth above (the “Recitals”) are true and correct and the Recitals are, by this reference, made a part of this Agreement. Unless otherwise defined herein, any capitalized terms used in this Agreement shall have the meanings assigned to them in the Contracts, defined hereafter.

2. **Establishment of Escrow.** Wells Creek has tendered to and deposited with Escrow Agent Wells Creek’s Escrow Funds to be held and applied by Escrow Agent in accordance with and subject to the provisions of this Agreement. Mattamy has tendered to and deposited with Escrow Agent Mattamy’s Escrow Funds to be held and applied by Escrow Agent in accordance with and subject to the provisions of this Agreement. KB Home has tendered to and deposited with Escrow Agent KB Home’s Escrow Funds to be held and applied by Escrow Agent in accordance with and subject to the provisions of this Agreement. By its execution and delivery of this Agreement, Escrow Agent acknowledges receipt of the Escrow Funds and confirms and ratifies its obligations to hold, disburse, and otherwise deal with and treat the Escrow Funds in accordance with the provisions of this Agreement.

3. **Project Obligations.** The Parties agree to the following obligations with respect to Project performance and completion:

(a) **POA.** POA shall design, engineer, and permit the Project, and transfer and assign all final plans and specifications prepared by a design professional, including without limitation all maps, sketches, diagrams, surveys, drawings and lists of materials, related to the construction of the Project (“Plans and Specifications”) to COJ.

(b) **COJ.** COJ shall construct and install the Project. As a condition precedent thereof, POA shall provide to COJ, and COJ shall approve the Plans and Specifications. Thereafter, POA shall assign the Plans and Specifications to COJ, and COJ shall solicit bids for construction of the Project within a reasonable time thereafter.

(c) **Performance Schedule.** POA and COJ shall proceed in good faith to complete the Project in accordance with the Performance Schedule. Nonetheless, the Parties acknowledge and agree that the Performance Schedule is preliminary and non-binding, and that COJ shall incur no liability to any Party or Escrow Agent as a result of any failure to construct or install the Project in accordance with the Performance Schedule.

(d) **Termination by COJ.** POA shall complete and assign the Plans and Specifications to COJ within one (1) year after the Effective Date. COJ shall have the right in its sole discretion to terminate this Agreement in the event POA has not assigned the Plans to COJ by such deadline and, in case of such termination, COJ shall have no obligation to construct or install the Project.

4. **Disbursement of Escrow Funds.** Escrow Agent is authorized and directed by the other Parties, and hereby agrees, to disburse the Escrow Funds in accordance with the provisions of this Agreement, as follows:

(a) **Design, Engineering, and Permitting.** POA is responsible for the design, engineering, and permitting of the Project. Once complete, POA shall deliver approved Plans and Specifications and permits to COJ. The costs for the design, engineering, and permitting of the Project shall not exceed \$165,000.00. Within five (5) business days after Escrow Agent's receipt of (1) confirmation from COJ that COJ has received, and accepted, the approved permits and Plans and Specifications for the Project, which shall be delivered to Escrow Agent by POA on behalf of all of the other Parties, and (2) a certificate from POA (the "Drawing Certificate") that (i) specifies the date, time, place, and manner (i.e., check or wire transfer of funds) of the delivery of the Escrow Funds to POA, (ii) provides the mailing address or wiring address of POA, and (iii) certifies the total amount, not to exceed \$165,000.00, due POA for reimbursement of the costs of the design, engineering, and permitting of the Project ("Actual Design Cost"), Escrow Agent shall disburse to POA the Actual Design Cost.

(b) **Construction.** COJ is responsible for the construction of the Project. Within five (5) business days after Escrow Agent's receipt of confirmation from COJ that it has received bids for the construction of the Project, Escrow Agent shall disburse all of the remaining Escrow Funds to COJ in the manner specified by the City (i.e., check or wire transfer of funds), which funds may exceed, but shall be no less than, \$292,761.90.

5. **Return of Undisbursed Escrow Funds.** Notwithstanding any provision or implication in this Agreement to the contrary, in the event the Drawing Certificate has not been delivered to Escrow Agent, as required by this Agreement, on or before the date two (2) years after the Effective Date ("Escrow Termination Date"), then Escrow Agent shall deliver any undisbursed Wells Creek's Escrow Funds to Wells Creek, any undisbursed Mattamy's Escrow Funds to Mattamy, and any undisbursed KB Home's Escrow Funds to KB Home within thirty (30) days after such Escrow Termination Date.

6. **Standard of Care for Escrow Agent.**

(a) Escrow Agent shall be responsible only for performance of its duties as specified in this Agreement, and no implied covenants, duties, or obligations shall bind or be enforceable against Escrow Agent. Escrow Agent shall not be liable to the other Parties to this Agreement for any act or failure to act other than Escrow Agent's gross negligence or willful breach or willful misconduct.

(b) Escrow Agent shall not be liable for any action taken or omitted to be taken by it, or any action suffered by it to be taken or administered in good faith, and in the exercise of its own reasonable judgment, and may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or other advice of counsel (including counsel selected by Escrow Agent), statement, instrument, report, or other document (not only as to its due execution and its validity and effectiveness, but also as to the truth and acceptability of any information contained in it) which is reasonably believed by Escrow Agent to be genuine and to be signed by the proper person or persons.

(c) Escrow Agent shall not be bound by any modification, termination, or rescission of this Agreement or any of its terms, unless executed in writing by all Parties to this Agreement.

(d) Excluding any liability arising as a result of Escrow Agent's gross negligence or willful breach or willful misconduct, the other Parties shall, jointly and severally, indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, damages, losses, or any other expenses, fees or charges of any character or nature, which Escrow Agent may incur or with which Escrow Agent may be threatened by reason of Escrow Agent acting as Escrow Agent under this Agreement, including, but not limited to, any and all damages, costs, losses and other expenses, including court costs and reasonable attorneys' fees resulting from or arising in connection with any action, suit or proceeding incident to Escrow Agent's acting as such under this Agreement.

(e) Escrow Agent shall not be liable to anyone for erroneous delivery to Mattamy, Wells Creek, KB Home, COJ, or any other person or entity of funds or documents held in escrow unless such erroneous delivery shall be due to willful breach of this Agreement or gross negligence on the part of Escrow Agent. Mattamy and KB Home each consents to Escrow Agent acting both as escrow agent and as attorney for Wells Creek and POA. Escrow Agent shall not be precluded from serving as legal counsel to Wells Creek or POA in any dispute arising under this Agreement, including, without limitation, any dispute involving the Escrow Funds, by virtue of acting also as Escrow Agent. Mattamy, Wells Creek, KB Home, and POA each agrees to indemnify Escrow Agent against, and to hold Escrow Agent harmless from, any and all loss, cost, or expense, including reasonable attorney, paralegal, and expert fees and disbursements, resulting from Escrow Agent's performance of its obligations and exercise of its rights hereunder (excluding any loss, cost or expense resulting directly from any willful breach of this Agreement or gross negligence on the part of Escrow Agent). Notwithstanding anything in this Agreement to the contrary, in no event shall Mattamy be required to indemnify and/or hold Escrow Agent harmless from any losses, costs, or expenses relating to a dispute between Mattamy and Wells Creek, or Mattamy and POA, under this Agreement. Further notwithstanding anything in this Agreement to the contrary, in no event shall KB Home be required to indemnify and/or hold Escrow Agent harmless from any losses, costs, or expenses relating to a dispute between KB Home and Wells Creek, or KB Home and POA, under this Agreement. Escrow Agent shall not be liable for any loss resulting from any default, error, action, or omission of Mattamy, KB Home, POA, or Wells Creek, loss or impairment of the Escrow Funds thereof while the Escrow Funds are on deposit resulting from failure or suspension of the issuing or depository institution, or Escrow Agent's compliance with any legal process, order, or judgment of any court, whether or not subsequently vacated or modified. Mattamy, KB Home, POA, and Wells Creek acknowledge that Escrow Agent shall not be liable for any loss arising from the fact that the common escrow account maintained by Escrow Agent for this and other matters may cause the aggregate amount of any individual depositor's account to exceed applicable deposit insurance coverage. Escrow Agent has no obligation to inquire into, or comply with, any agreements between the Parties, except as set forth herein. Escrow Agent may rely on the advice of its counsel in connection with any action hereunder, and Escrow Agent may rely on any instruction or other writing which Escrow Agent receives from another Party or any other person, without in any case confirming the genuineness, the legal sufficiency, or the proper authorization thereof.

7. **Disagreements, Attachment.**

(a) In any dispute concerning the disbursement of all or any portion of the Escrow Funds, or if any disagreements arise among the Parties to this Agreement or any other party concerning the interpretation of this Agreement, or concerning their rights and obligations under this Agreement, or the propriety of any action contemplated or taken by Escrow Agent, or if Escrow Agent in good faith is in doubt about what action should be taken under this Agreement, Escrow Agent shall not be obligated to resolve the dispute or disagreement or to make any disbursement of all or any portion of the Escrow Funds. Escrow Agent, in its sole discretion, may commence an action in the nature of an interpleader and seek to deposit the Escrow Funds in a court of competent jurisdiction, and thereby be discharged from any further duty or obligation with respect to that portion of the Escrow Funds so deposited so long as it is so deposited.

(b) If the Escrow Funds are at any time attached, garnished, or levied upon under any court order or in case the payment, assignment, transfer, conveyance, or delivery of all or any portion of the Escrow Funds shall be stayed or enjoined by any court order or in case any order, judgment or decree shall be made or entered by any court affecting the Escrow Funds, then, and in any of such events, Escrow Agent is authorized to rely upon and comply with any such order, writ, judgment, or decree that it reasonably believes to be binding upon it; and if it complies with any such order, writ, judgment, or decree it shall not be liable to any of the other Parties to this Agreement or to any other person, or entity by reason of such compliance even though such order, writ, judgment, or decree is binding on Escrow Agent, is subsequently reversed, modified, annulled, set aside, or vacated.

8. **Resignation or Removal of Escrow Agent.**

(a) Resignation of Escrow Agent. Escrow Agent may, at any time, resign and be discharged of the escrow created by this Agreement by giving written notice to the other Parties, specifying the date upon which it desires that such resignation shall take effect. Such resignation shall take effect on the earlier of (i) the date specified in such notice, which date shall not be earlier than thirty (30) days after giving such notice, or (ii) the date upon which any successor escrow agent (the "Successor Escrow Agent") shall have accepted appointment as such.

(b) Removal of Escrow Agent. Escrow Agent may be removed at any time, with or without cause, by notice delivered to Escrow Agent from Wells Creek, POA, KB Home, and Mattamy.

(c) Appointment of a Successor Escrow Agent. In case Escrow Agent resigns or is removed under this Agreement, or is otherwise incapable of acting under this Agreement, or in case it is taken under the control of any public officer or officers, or of a receiver appointed by a court, a Successor Escrow Agent shall immediately be appointed by the other Parties. If the resignation or removal of Escrow Agent becomes effective and Escrow Agent has not received a written notice of the designation of a Successor Escrow Agent, Escrow Agent's sole responsibility after that time shall be to continue to hold the Escrow Funds until receipt of a joint written disposition instruction by the other Parties to this Agreement or a final order of a court of competent jurisdiction. Escrow Agent will cooperate with such Successor Escrow Agent as may

be reasonably required to effectuate an orderly transition of the duties and obligations of Escrow Agent and to continue the effective administration of the Escrow Funds. This cooperation shall include, without limitation, effecting the transfer of the Escrow Funds to the Successor Escrow Agent, as beneficiary, and providing copies of records, reports, and other documentation with respect to the Escrow Funds.

(d) Concerning Any Successor Escrow Agent. Every Successor Escrow Agent appointed under this Agreement shall execute, acknowledge, and deliver to its immediate predecessor, and also to Mattamy, KB Home, POA, and Wells Creek, an instrument in writing accepting the appointment under this Agreement, and thereupon such Successor Escrow Agent, without any further act, shall become fully vested with all the rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of its successor or the other Parties to this Agreement, execute and deliver an instrument transferring to the Successor Escrow Agent all the estates, properties, rights, powers and trusts of such predecessor under this Agreement (except those rights to indemnity or compensation which have not been satisfied in full on the date of such instrument) and shall duly assign, transfer and deliver to the Successor Escrow Agent the entire amount of Escrow Funds then held or under the control of Escrow Agent.

(e) Termination of Obligations. Upon the delivery by Escrow Agent of the Escrow Funds to a Successor Escrow Agent, any liability on the part of Escrow Agent with respect to the Escrow Funds shall fully terminate.

9. Default. If any Party fails to perform or otherwise defaults under this Agreement as to any obligation required to be performed by such Party (the “Defaulting Party”), and either (a) the Defaulting Party fails to cure such default within thirty (30) days after receipt of written notice of such default from any other Party or (b) if such default cannot reasonably be cured within such thirty (30)-day period, if the Defaulting Party has not commenced to cure such default within such thirty (30)-day period and has not diligently sought to cure such default to completion within a reasonable period of time thereafter, then the other Parties shall have all rights and remedies provided under this Agreement or otherwise available at law or in equity, including the right of specific performance, and/or the right to actual damages. Nothing contained herein shall affect any rights and remedies provided under the Contracts for a Party’s default thereunder. Escrow Agent will not be charged with confirming a default hereunder and the duties of Escrow Agent hereunder will not be affected by the occurrence of any such default.

10. Exclusiveness Of Agreement. This Agreement is made for the sole benefit of Wells Creek, Mattamy, KB Home, POA, COJ, and Escrow Agent and their respective successors and assigns and no other person shall have any right of action hereon.

11. No Agency Relationship. The Parties agree that, for purposes hereof, Escrow Agent is not the agent of the other Parties and, without limitation, this Agreement shall not be construed to make Escrow Agent an agent of any other Party for the purpose of imputing any ownership or other interest in the Escrow Funds. Further, this Agreement shall not be construed to make Escrow Agent liable to contractors, laborers, materialmen, suppliers, or others for goods or services delivered by them for the construction and installation of the Project or for debts or claims accruing to said parties against Mattamy, KB Home, POA, or Wells Creek. It is understood

and agreed that there is no contractual relationship, either expressed or implied, between Escrow Agent and any contractors, laborers, materialmen, suppliers, or any others supplying goods or services for the construction and installation of the Project, and Escrow Agent assumes no responsibility or duty whatsoever for the acts or omissions of any Party undertaking the construction and installation of the Project or of contractors engaged by such Party.

12. **Notices.** All notices, consents, requests and other communications hereunder (each a "notice") will be in writing and will be sufficient (a) when delivered in person, or (b) when sent by first class certified or registered mail, postage prepaid, return receipt requested, or (c) when sent by express mail or a nationally recognized overnight delivery service, or (d) upon sending if sent by email, provided that a delivery receipt is retained or delivery is also accomplished by any of the means set forth in (a) – (c); in each case addressed as follows:

If to Wells Creek: Wells Creek, LLC
700 Ponte Vedra Lakes Boulevard
Ponte Vedra Beach, Florida 32082
Attention: J. Thomas Dodson
Telephone: (904) 280-7100
Email: tomddodson@comcast.com

With a copy to: Carlton Fields, P.A.
4221 West Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607
Attention: Joel B. Giles, Esquire
Telephone: (813) 223-7000
Email: JGiles@carltonfields.com

If to Mattamy: Mattamy Jacksonville LLC
7800 Belfort Parkway, Suite 195
Jacksonville, Florida 32256
Attention: Cliff Nelson
Telephone: (904) 279-9501
Email: Cliff.Nelson@mattamycorp.com

With a copy to: Mattamy Jacksonville LLC
7800 Belfort Parkway, Suite 195
Jacksonville, Florida 32256
Attention: DJ Smith
Telephone: (904) 463-1352
Email: dj.smith@mattamycorp.com

With a copy to: Mattamy Jacksonville LLC
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attention: Leslie C. Candes
Telephone: (407) 845-8191
Email: Leslie.candes@mattamycorp.com

With a copy to: Jeri Poller PA
6013 NW 23rd Avenue
Boca Raton, Florida 33496
Attention: Jeri Poller, Esquire
Telephone: (561) 998-3735
Email: JPoller@compuserve.com

If to KB Home: KB Home Jacksonville LLC
10475 Fortune Parkway, Suite 100
Jacksonville, Florida 32256
Attention: Wes Hinton
Telephone: (904) 596-6632
Email: whinton@kbhome.com

With a copy to: John T. Dekle, PL
3679 St. Johns Avenue
Jacksonville, Florida 32205
Attention: John T. Dekle, Esquire
Telephone: (904) 534-2974
Email: John@jtdekle.com

If to POA: Wells Creek Property Owners Association, Inc.
700 Ponte Vedra Lakes Boulevard
Ponte Vedra Beach, Florida 32082
Attention: J. Thomas Dodson
Telephone: (904) 280-7100
Email: tomdodson@comcast.com

If to the COJ: City of Jacksonville
Department of Public Works
214 N. Hogan Street, 10th Floor
Jacksonville, FL 32202
Attn: Steven D. Long, Jr., P.E., Director

With a copy to: General Counsel
Office of the General Counsel
City Hall – St. James Building
117 West Duval Street, Suite 480
Jacksonville, FL 32202
Attn: Corporate Secretary

With a copy to: Carlton Fields, P.A.
4221 West Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607
Attention: Joel B. Giles, Esquire
Telephone: (813) 223-7000
Email: JGiles@carltonfields.com

If to Escrow Agent: Carlton Fields, P.A.
4221 West Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607
Attention: Joel B. Giles, Esquire
Telephone: (813) 223-7000
Email: JGiles@carltonfields.com

Any notice will be deemed to have been validly given as of the date of receipt or the date of refusal to accept delivery. Receipt at the applicable address specified above (or at a subsequently designated address in accordance with the provisions of this Agreement) will constitute receipt for the purposes of this Agreement notwithstanding that such notice is not actually received by any named individual to whose attention such notice is to be delivered. Any Party will have the right to specify, from time to time, as its address or addresses for the purpose of this Agreement, any other address or addresses upon giving at least ten (10) days' written notice thereof to each other Party as herein provided. Written notice from legal counsel for a Party, when made and delivered on behalf of such Party, will be deemed notice from such Party for the purposes of this Agreement.

13. **Assignment.** No Party may assign this Agreement, in whole or in part, without the prior written consent of the other Parties. No assignment will relieve any of the Parties hereto of their respective obligations, responsibilities, and liabilities hereunder.

14. **Modification.** There are no other agreements, promises, or undertakings between or among the Parties except as specifically set forth herein. No alterations, changes, modifications, or amendments shall be made to this Agreement, except in writing and signed by the Parties, to the extent such alteration, changes, modifications, or amendments affect the escrow disbursement provisions hereof, with the consent of COJ.

15. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.

16. **Florida Contract.** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida.

17. **Effects of Agreement.** Wells Creek and Mattamy have entered into that certain Agreement for the Sale and Purchase of Real Property dated March 30, 2017, as amended, ("Mattamy Contract") concerning certain lands within the Wells Creek PUD. Wells Creek and KB Home have entered into that certain Agreement for the Sale and Purchase of Real Property, dated August 23, 2017, ("KB Home Contract") concerning certain lands also lying within the Wells Creek PUD. Collectively, the Mattamy Contract and KB Home Contract shall be known as the "Contracts". This Agreement is intended to supplement the Contracts; provided, however, that

in the event of any conflict or inconsistency between the provisions of this Agreement and the Contracts, then the provisions of this Agreement shall govern and control.

18. **Survival.** All warranties, representations, and agreements contained herein shall survive the final disbursement of the Escrow Funds.

19. **Headings.** The headings of each paragraph in this Agreement are for convenience of reference only, and shall in no manner or way whatsoever affect the interpretation or meaning of each such paragraph.

20. **Counterparts; Facsimile Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other telecommunications mechanism (including by electronic mail) will be effective as delivery of a manually executed counterpart of this Agreement. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine, telecopier, or electronically scanned and transmitted in a .pdf file format is to be treated as an original document. The signature of any Party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

(Signatures appear on following pages.)

The Parties have executed this Agreement, and shall be deemed to have executed such, as of the Effective Date.

WELLS CREEK:

WELLS CREEK, LLC,
a Florida limited liability company

By: _____
ARTHUR E. LANCASTER,
its Vice President

MATTAMY:

MATTAMY JACKSONVILLE LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

KB HOME:

KB HOME JACKSONVILLE LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

POA:

**WELLS CREEK PROPERTY OWNERS
ASSOCIATION, INC.,**

a Florida not-for-profit corporation

By: _____
ARTHUR E. LANCASTER,
its Vice President

(CORPORATE SEAL)

ATTEST:

COJ:

CITY OF JACKSONVILLE,
a Florida municipal corporation,

By: _____

Corporation Secretary

By: _____
Donna Deegan, Mayor

Form Approved:

Office of General Counsel

GC-#1584097-v1

ESCROW AGENT:

CARLTON FIELDS, P.A.

By: _____
JOEL B. GILES,
Attorney/Shareholder



Project Schedule

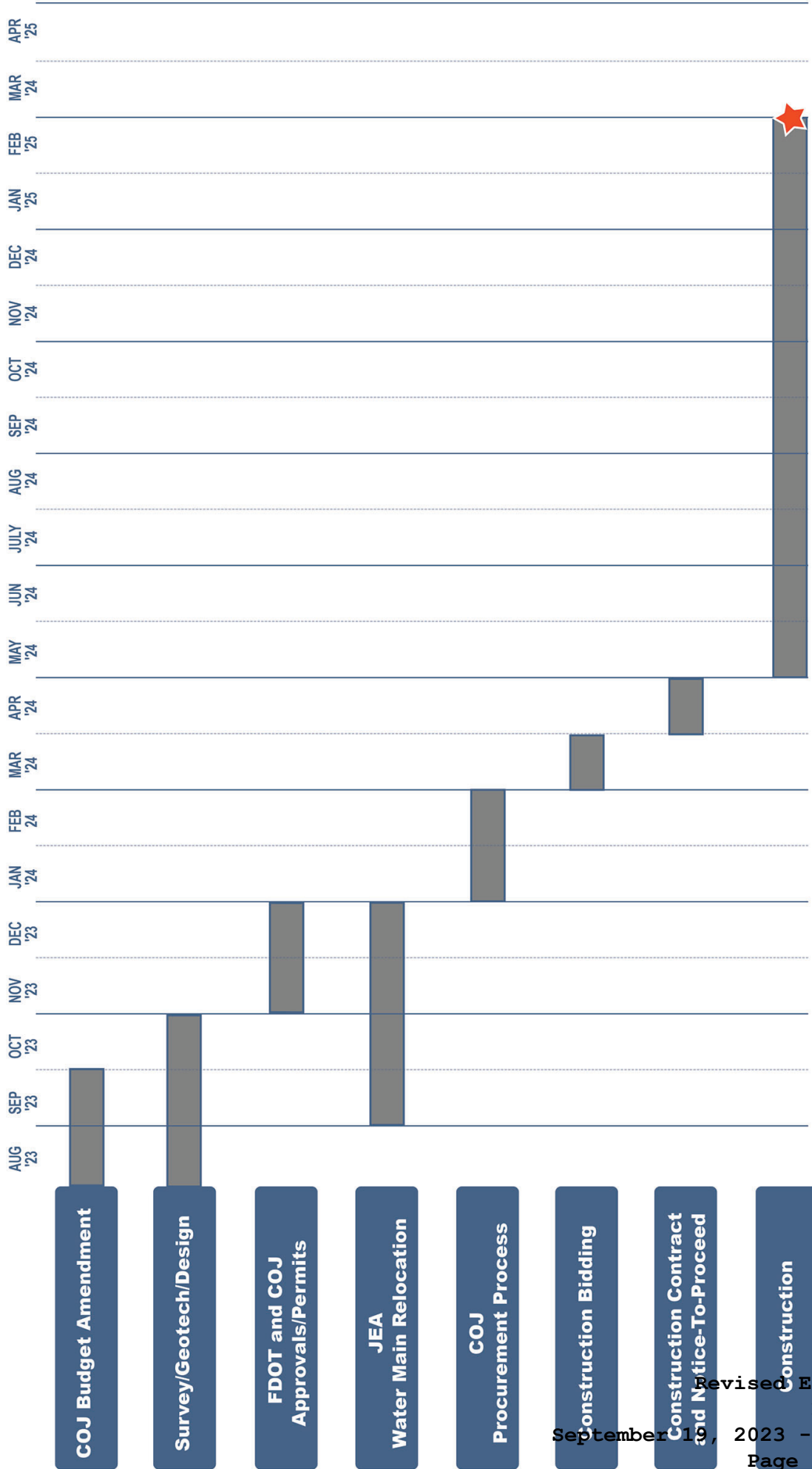


EXHIBIT A