

## **INTERIM AGREEMENT TO EXTEND AMENDED AND RESTATED LEASE**

This Interim Agreement to Extend Amended and Restated Lease (this “Interim Agreement”) is entered into as of this \_\_\_ day of December, 2020, to be effective the 1<sup>st</sup> day of April, 2020 (the “Effective Date”), by and between the CITY OF JACKSONVILLE, a municipal corporation and political subdivision of the State of Florida (“City”), and GATOR BOWL SPORTS, INC., a Florida corporation not for profit, formerly known as the Gator Bowl Association, Inc., whose principal address is One Gator Bowl Boulevard, Jacksonville, Florida 32202 (“GBS”).

### **RECITALS**

WHEREAS, the City and GBS are parties to that certain Amended and Restated Lease dated October 26, 1994, as thereafter amended from time to time (the “Lease”);

WHEREAS, the Lease expired on March 31, 2020, and the City and GBS have been negotiating the terms of a Second Amended and Restated Lease (the “New Lease”) relating to GBS’s use and lease of certain portions of the Stadium (as defined in the Lease); and

WHEREAS, while the City and GBS negotiate and finalize the New Lease, the City and GBS desire to continue operating under the terms of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and GBS agree as follows:

1. Extension of Term. Effective as of the Effective Date, the term of the Lease is hereby extended until the earlier of (a) March 31, 2021, or (b) the effective date of the New Lease between the City and GBS.

2. Lease Remains in Full Force and Effect. During the extended term described in Section 1 of this Interim Agreement, the Lease shall remain in full force and effect in accordance with its terms. The City and GBS hereby ratify and confirm the terms of the Lease as if such terms were fully set forth in this Interim Agreement. For the avoidance of doubt, the City and GBS agree that the rent payable pursuant to the Lease shall continue to be governed by Section 4 of the Lease and the City shall not be entitled to any additional holdover rent due to the expiration of the Lease before execution of this Interim Agreement.

3. Financial Support. For the Gator Bowl Classic Game following the 2020 college football regular season and to be played on or about January 2, 2021, the City will appropriate \$250,000 in financial support to GBS to be used for game operation expenses and in connection with securing the NCAA college football teams and conferences participation in the game.

4. Safety Protocols. To ensure compliance with sound COVID-19 public gathering protocols, the manifested ticket capacity for TIAA Bank Field (the “Stadium”) will not exceed 19,829. Seating in the Stadium within the lower bowl shall be given higher priority over ticket sales elsewhere in the Stadium, and GBS will use good faith efforts to prioritize ticketed seating within the lower bowl of the Stadium.

5. Execution in Counterparts. This Interim Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall constitute

one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart. This Interim Agreement may be executed as facsimile or scanned and .pdf originals and each copy of this Interim Agreement bearing the facsimile or .pdf transmitted signature of any party's authorized representative shall be deemed to be an original.

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Interim Agreement as of the \_\_ day of December, 2020, to be effective as of the Effective Date.

ATTEST:

CITY OF JACKSONVILLE, a municipal corporation and political subdivision of the State of Florida

\_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

By: \_\_\_\_\_  
Name: Lenny Curry  
Its: Mayor

[Corporate Seal]

In accordance with 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; and that provision has been made for the payment of monies provided therein to be paid.

\_\_\_\_\_  
Director of Administration and Finance  
City Contract Number: \_\_\_\_\_

Form Approved for City of Jacksonville:

By: \_\_\_\_\_  
Office of General Counsel

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[Signature Page to Interim Agreement to Extend Amended and Restated Lease]

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Interim Agreement as of the \_\_\_ day of December, 2020, to be effective as of the Effective Date.

WITNESSES:

GATOR BOWL SPORTS, INC., a Florida not for profit corporation

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

[Signature Page to Interim Agreement to Extend Amended and Restated Lease]