

Amended and Restated Redevelopment Agreement

between

The City of Jacksonville

and

Duval County Fair Association, Inc.

AMENDED AND RESTATED REDEVELOPMENT AGREEMENT

This **AMENDED AND RESTATED REDEVELOPMENT AGREEMENT** (this “**Agreement**”) is made this ___ day of _____, 2024 (the “**Effective Date**”), between the **CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida (the “**City**”), and **DUVAL COUNTY FAIR ASSOCIATION, INC.**, a Florida not-for-profit corporation (“**DCFA**”). City and DCFA are individually sometimes referred to herein as a “**Party**” and collectively as the “**Parties**”.

RECITALS:

WHEREAS, the City and DCFA previously entered into that certain Redevelopment Agreement dated February 14, 2024, as authorized by 2023-209-E (the “**Redevelopment Agreement**”) to provide in part for the City to perform certain work in conjunction with that certain ground lease to be entered into pursuant to the Redevelopment Agreement for the lease from the City to DCFA of approximately 82.37 acres upon which DCFA intends to construct the DCFA Improvements on a parcel of land adjacent to and east of the Jacksonville Equestrian Center; and

WHEREAS, due to increased construction costs, DCFA has requested and the City has agreed to amend and restate the Redevelopment Agreement to provide a \$1,500,000 Completion Grant (as defined herein), and an up-to \$1,500,000 City Development Loan (as defined herein) to DCFA, pursuant to the terms and conditions as set forth herein.

NOW, THEREFORE, this Agreement amends and restates the Redevelopment Agreement in its entirety but does not serve as a termination of the Redevelopment Agreement, which is hereby ratified and reaffirmed by the parties hereto.

Article 1.

PRELIMINARY STATEMENTS

1.1 **The Project.**

(a) **Overview.** DCFA and/or its principals and Affiliates have submitted a proposal to the City to develop approximately 82.37 acres of City-owned real property, located adjacent to and east of the Jacksonville Equestrian Center, as further detailed on **Exhibit A** attached hereto (the “**DCFA Parcel**”). DCFA intends to construct at its sole cost and expense a new facility to host its annual Greater Jacksonville Agricultural Fair and serve as its corporate offices. The development will include the construction of new office facilities, exposition hall, amphitheater, fair grounds, parking and other related improvements on the DCFA Parcel as further described on **Exhibit B** attached hereto (collectively, the “**DCFA Improvements**”). The DCFA Improvements will include a minimum 80,000 gross square feet of enclosed building and additional improvements to be constructed on the DCFA Parcel as further described on **Exhibit B** attached hereto. The development of the DCFA Parcel and construction of the DCFA Improvements will not be phased; however, this provision shall not preclude future finishing out of the interior of buildings and other DCFA Improvements after Substantial Completion. The DCFA Improvements are expected to have a Capital Investment of \$18,000,000.

(b) **Ground Lease of DCFA Parcel.** As further detailed below, the City and DCFA will

enter into that certain Ground Lease (as defined below) for the lease of the DCFA Parcel to DCFA. DCFA will own the DCFA Improvements during the term of the Ground Lease. The Ground Lease also provides DCFA with the option to lease an additional sixty (60) acres adjacent to the DCFA Parcel, as further described in the Ground Lease.

(c) DCFA/City Obligations. Prior to DCFA commencing the DCFA Improvements, the City will clear and rough grade the DCFA Parcel, and the DCFA will construct the DCFA Improvements, and the City will construct the City Improvements in accordance with the terms and conditions of this Agreement.

1.2 **Authority.**

The City Council has authorized the execution of this Agreement pursuant to City Ordinance 2024-285-E (the "Ordinance").

1.3 **City Determination.**

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

- (a) increase capital investment in Jacksonville;
- (b) help meet the overall community goal of residential and business development and growth in Jacksonville;
- (c) promote and encourage the Capital Investment of approximately \$18,000,000.

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

As more fully described in City Ordinance 2004-602-E, the City has determined that it is important to the economic health of the community that whenever a company receives incentives from the City, that company provides contracting opportunities to the maximum extent possible to small and emerging businesses in Duval County as described in Section 11.1.

1.5 **Coordination by City.**

The City hereby designates the Economic Development Officer of the Office of Economic Development ("Director") or his or her designee to be the Project Coordinator who will, on behalf of the City, coordinate with DCFA and administer this Agreement according to the terms and conditions contained herein and in the Exhibit(s) attached hereto and made a part hereof. It shall be the responsibility of DCFA to coordinate all project related activities with the designated Project Coordinator, unless otherwise stated herein.

1.6 **Maximum Indebtedness.**

The maximum indebtedness of the City for all fees, grants, reimbursable items or other costs pursuant to this Agreement shall not exceed the sum of THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00).

1.7 **Availability of Funds.**

Notwithstanding anything to the contrary herein, the City's financial obligations under this Agreement are subject to and contingent upon the availability of lawfully appropriated funds for their respective obligations under this Agreement.

NOW THEREFORE, in consideration of the mutual undertakings and agreements herein of City and DCFA, and for Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, City and DCFA agree that the above Preliminary Statements are true and correct, and represent, warrant, covenant and agree as follows:

**Article 2.
DEFINITIONS**

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

2.1 **Affiliate.**

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

2.2 **Capital Investment.**

Money invested by a developer to purchase items that may normally be capitalized by a developer in the normal conduct of its business to design, construct and develop a project.

2.3 **City Council.**

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

2.4 **City Improvements.**

Those certain improvements to be constructed by the City at no cost to DCHA, as further described on **Exhibit C** attached hereto.

2.5 **Commence Construction.**

The terms "Commence" or "Commenced" or "Commencing" or "Commencement of" Construction as used herein when referencing the DCFA Improvements or any portion thereof means the date DCFA (i) has completed all pre-construction engineering and design and has obtained all necessary licenses, Permits and governmental approvals, has engaged all contractors and ordered all essential equipment and supplies as, in each case, can reasonably be considered necessary so that physical construction of the DCFA Improvements may begin and proceed to completion without foreseeable interruption, and (ii) has demonstrated it has the financial commitments and resources to complete the construction of the DCFA Improvements, and (iii) has "broken ground" and begun physical, material construction (e.g., removal of vegetation or site preparation work or such other evidence of commencement of construction as may be approved

by the City in its reasonable discretion) of such improvements on an ongoing basis without any Impermissible Delays.

2.6 **DCFA Improvements.**

Those certain improvements to be constructed on the DCFA Parcel, inclusive of an approximately 80,000 gross square feet enclosed building, to be constructed on the DCFA Parcel, and certain other improvements as further described on **Exhibit B** attached hereto.

2.7 **DCFA Parcel.**

That certain parcel of real property as further described on **Exhibit A** attached hereto on which the DCFA Improvements will be constructed.

2.8 **Direct Costs.**

“Direct Costs” means direct design, engineering, permitting, and construction costs relating to the DCFA Improvements incurred by DCFA after February 14, 2024, surveys, geotechnical environmental and construction testing, and construction inspector’s fees, including, without limitation, soft and hard costs associated with the design, engineering, permitting, and construction testing, all pertaining only to the DCFA Improvements and as itemized in the budget for such DCFA Improvements. Direct Costs does not include any developer fees and other fees paid to related parties or affiliates, construction management fees, or project management fees related to the DCFA Improvements.

2.9 **Due Diligence Period.**

The period commencing on the Effective Date of the Redevelopment Agreement and expiring on the date that is ninety (90) days after the Effective Date of this Agreement.

2.10 **Environmental Requirements.**

All Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to Hazardous Substances (defined below) or wastes, air emissions and discharges to waste or public systems.

2.11 **Ground Lease.**

That certain ground lease for the lease from the City to DCFA for the DCFA Parcel substantially in the form attached hereto as **Exhibit D**.

2.12 **Impermissible Delay.**

The term “Impermissible Delay” means, subject to the provisions of Section 15.2, failure of DCFA to proceed with reasonable diligence with the construction of the applicable DCFA Improvements within the timeframe for completion contemplated in this Agreement, or after

commencement of the applicable DCFA Improvements, abandonment of or cessation of work on any portion of the DCFA Improvements at any time prior to the Completion of such improvements for a period of more than six (6) months, except in cases of a Force Majeure Event as defined in Section 15.2 hereof.

2.13 **Joint-Use Agreement.**

That certain Joint-Use Agreement anticipated to be executed by DCFA and Northeast Florida Equestrian Society/H.O.R.S.E. Therapies, Inc. upon Substantial Completion of the DCFA Improvements, the form and content of which is subject to the review and approval of the City, not to be unreasonably withheld.

2.14 **Loan Documents.**

All documentation relating to the City Development Loan which shall be prepared by counsel for the City and shall contain such representations, warranties, covenants, conditions, events of default, rights, remedies and any other terms in addition to those specifically set forth herein as the City deems reasonably necessary or appropriate and shall otherwise be satisfactory in all respects to the City and its counsel. The Loan Documents may include, but shall not be limited to, a Loan Agreement; Mortgage and Security Agreement; Promissory Note; Collateral Assignment of Rents and Leases; Collateral Assignment of Contracts, Licenses and Permits; Developer's Title and No Lien Affidavit; Environmental Indemnity; Developer's Certificate; Anti-Coercion Statement; and Agreement to Provide Insurance.

2.15 **Memorandum of Ground Lease.**

A short form memorandum giving notice of the Ground Lease, to be recorded in the public records of Duval County, Florida.

2.16 **Navy Deed.**

That certain Corrective Quitclaim Deed, recorded on July 27, 2004, at Book 11953, Page 1250, in the Official Records of Duval County, Florida.

2.17 **Party or Parties.**

"Party" or Parties" means DCFA and the City, as applicable.

2.18 **Performance Schedule.**

The Performance Schedule as defined in Article 4 hereof.

2.19 **Permit Approval.**

The term "Permit Approval" shall mean all permits and regulatory approvals needed for the construction of the Project, inclusive of final 10-set approval for the Project.

2.20 **Permits.**

“Permit”, with respect to any reference in this Agreement to the DCFA’s obligations hereunder, means all permits from any governmental entity having jurisdiction as necessary to Commence and Substantially Complete the DCFA Improvements.

2.21 **Project.**

The DCFA Improvements and the City Improvements and the obligations of the City and DCFA under this Agreement, as more specifically described herein.

2.22 **Substantial Completion.**

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

2.23 **Verified Direct Costs.**

“Verified Direct Costs” means the Direct Costs actually incurred by DCFA for work in place as part of the DCFA Improvements, as certified by the construction inspector, not more frequently than monthly, pursuant to the provisions of this Agreement.

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

**Article 3.
APPROVAL OF AGREEMENT**

3.1 **Approval of Agreement.**

By the execution hereof, the parties certify as follows:

- (a) DCFA warrants, represents, and covenants with City that:
 - (i) the execution and delivery hereof has been approved by all parties whose approval is required under the terms of the governing documents creating DCFA as an entity;
 - (ii) this Agreement does not violate any of the terms or conditions of such governing documents and the Agreement is binding upon DCFA and enforceable against it in accordance with its terms;
 - (iii) the person or persons executing this Agreement on behalf of DCFA are duly authorized and fully empowered to execute the same for and on behalf of DCFA;

(iv) DCFA and each entity composing DCFA is, to the extent required by applicable law, duly authorized to transact business in the State of Florida; and

(v) DCFA, its business operations, and each person or entity composing DCFA are in material compliance with all federal, state and local laws, to the extent applicable to the Project and which could have a material adverse effect on the Project and DCFA's ability to complete the Project in accordance with this Agreement.

(b) The City warrants, represents, and covenants with DCFA that:

(i) the execution and delivery hereof is binding upon the City to the extent provided herein and enforceable against the City in accordance with the terms hereof;

(ii) the person or persons executing this Agreement on behalf of the City are duly authorized and fully empowered to execute the same for and on behalf of the City.

Article 4. PERFORMANCE SCHEDULE

4.1 Project Performance Schedule.

The Parties have jointly established the following dates for their respective obligations under this Agreement (collectively, the "Performance Schedule"):

(a) DCFA shall obtain all Permit Approvals and fulfill all other preconditions as necessary to Commence Construction of the DCFA Improvements and pursue the same to Substantial Completion without Impermissible Delays by June 1, 2024, subject to any delays directly caused by City in timely completing the City Improvements.

(b) The City shall use commercially reasonable efforts to complete site clearing and rough grading of the DCFA Parcel as necessary for DCFA to Commence construction of the DCFA Improvements by December 31, 2023 and shall give DCFA written notice of completion of same (the "Site Work Completion Notice").

(c) Upon satisfaction of subparagraph (a) above by DCFA, the Parties shall enter into the Ground Lease and DCFA shall Commence Construction of the DCFA Improvements by no later than sixty (60) days after receipt of the Site Work Completion Notice (the "Commencement of Construction Date"), and construction of the DCFA Improvements shall proceed without any Impermissible Delays through Substantial Completion.

(d) The City shall use commercially reasonable efforts to complete the City Improvements by no later than June 1, 2025.

(e) DCFA shall achieve Substantial Completion of the DCFA Improvements by no later than nineteen (19) months after the Commencement of Construction Date, but no later than June 1, 2025 (the "DCFA Improvements Completion Date").

Upon Substantial Completion of the DCFA Improvements, DCFA intends to enter into the Joint-Use Agreement, subject to the City's written consent to the terms and conditions thereof. In the event the Joint-Use Agreement is approved by the City and entered into by DCFA, the City shall cause any subsequent operator of the Equestrian Center to enter into the same or substantially the same agreement with DCFA For the use of the Equestrian Center. The obligations of the City set forth in this paragraph shall survive the expiration or termination of this Agreement, and expire upon the termination or expiration of the Ground Lease.

The City and DCFA have approved this Performance Schedule. By the execution hereof, and subject to the terms of this Agreement, DCFA hereby agrees to undertake and complete the construction and development of the DCFA Improvements in accordance with this Agreement and the Performance Schedule, and to comply with all of DCFA's obligations set forth herein. The City may extend the Performance Schedule for up to one (1) year for good cause shown by DCFA. For purposes of clarity, an extension applicable to the Commencement Date shall also apply to the date of Substantial Completion of such improvements, so that a single extension provided will apply to both such dates simultaneously.

Article 5.

GROUND LEASE OF DCFA PARCEL BY DCFA

5.1 Property Leased.

Subject to the terms and conditions of this Agreement and the Permitted Exceptions (as hereafter defined), the City hereby agrees to lease to DCFA, and DCFA hereby agrees to lease from the City, the DCFA Parcel pursuant to the Ground Lease, and pursuant to the terms and conditions of this Article 5. DCFA's obligations herein to construct the DCFA Improvements also constitute consideration for the lease of the DCFA Parcel by DCFA.

5.2 Conditions to Entering into Ground Lease.

(a) Title Commitment and Survey. Within thirty (30) days after the Effective Date, DCFA at its expense shall obtain an ALTA minimum standards survey of the DCFA Parcel (the "Survey") and a commitment for title insurance (the "Title Commitment") for a leasehold Policy of Title Insurance (the "Title Policy") for the DCFA Parcel and provide copies of each to the City. DCFA shall have fifteen (15) days thereafter (the "Approval Period") within which to review the Title Commitment and Survey and to object to any exception to title shown on the Title Commitment or any matter shown on the Survey. If DCFA fails to object to any such title exception or Survey matter by written notice to City within the Approval Period, DCFA shall be deemed to have approved the Title Commitment and the Survey. If DCFA objects to any such exception or Survey matter by written notice to City during the Approval Period, City shall have the right to cure or attempt to cure DCFA's objection to such exception or Survey matter within fifteen (15) days after DCFA's notice of objection, or, if sooner, by the Closing Date, as hereinafter defined; provided however that the City shall not have any obligation to cure any such objected to exception or objection to title or Survey or to bring suit to cure any or all title or Survey exceptions or defects; further provided that the City will use reasonable efforts to do so without incurring any out of pocket costs. In the event City is unable to or elects not to cure any one or more of DCFA's objections, City shall notify DCFA in writing of

such election (the “Election Notice”), and DCFA may at its option terminate this Agreement by notifying City in writing no later than the expiration date of the Due Diligence Period, in which event the parties shall have no further liability to one another hereunder, except as specifically set forth herein. If DCFA fails to terminate the Agreement as set forth in this section, DCFA shall be deemed to have waived such objection and the lease of the DCFA Parcel shall proceed to Closing, subject to the terms of this Agreement. The term “Permitted Exceptions”, as used herein, shall mean all applicable building, zoning and other ordinances and governmental requirements affecting the DCFA Parcel and to all restrictions, covenants, encumbrances, rights-of-ways, easements, exceptions, reservations and other matters of record encumbering or affecting the DCFA Parcel, including but not limited to those matters disclosed by the Title Commitment and Survey, except to the extent cured by the City pursuant to this Section 5.2. At the Closing DCFA shall pay the premium for the Policy issued under the Title Commitment insuring DCFA’s leasehold interest.

(b) Condition of DCFA Parcel. The DCFA Parcel shall be leased to DCFA in its “as-is”, “where is” condition, with all faults. It shall be the sole responsibility of DCFA, at DCFA’s expense, to investigate and determine the soil conditions of the DCFA Parcel and their suitability for the improvements to be constructed by DCFA. If the condition of the DCFA Parcel is not, in the opinion of DCFA, suitable for such improvements, then it is the sole responsibility of DCFA to take all actions and do all things required to render such DCFA Parcel suitable, or to terminate the Agreement prior to the Acceptance Date. Prior to the Acceptance Date, DCFA may, at DCFA’s sole risk and expense, undertake a complete physical inspection of the DCFA Parcel as DCFA deems appropriate, including but not limited to soil tests and environmental audits; provided, however, that any such inspection does not cause any permanent damage to the DCFA Parcel. In addition, DCFA shall have the right to review, and City shall make available to DCFA all reports, studies, projections, or other materials relating to the ownership, use, operation, management, maintenance or physical and environmental condition of the DCFA Parcel to the extent in City’s possession or control. DCFA’s right to inspect the DCFA Parcel shall include the right to conduct such investigations, tests, surveys, interviews and other analyses as DCFA determines is necessary, including, without limitation, entry into or upon every portion of the DCFA Parcel. All such inspections, investigations and examinations shall be undertaken at DCFA’s sole cost and expense. DCFA will coordinate all on-site inspections with the City so that the City shall have the option of having one of City’s representatives present at any and all such on-site inspections. After completing any such inspections, DCFA shall restore and repair any damage caused by DCFA’s inspections to substantially the same condition that existed immediately prior to such inspection, and DCFA hereby agrees to indemnify and hold City harmless from any and all claims made or causes of action brought against City or the DCFA Parcel resulting from the activities of DCFA or any of DCFA’s agents or servants in conducting any of such inspections on the DCFA Parcel. Notwithstanding the foregoing, DCFA’s indemnity shall not cover any loss, claim or damage to the DCFA Parcel or to any person directly related (i) to any conditions or environmental issues which existed prior to DCFA’s inspection or to the existence of any hazardous materials or substances which are discovered during DCFA’s inspection or (ii) resulting from City’s negligent acts or omissions. The terms of this Section shall survive the Closing and the termination of this Agreement, as applicable. Furthermore, DCFA agrees to maintain and cause all of its contractors and other representatives conducting any inspections to maintain and have in effect workers’ compensation insurance, with statutory limits of coverage, and comprehensive general liability insurance with (i) appropriate coverages, (ii) waiver of subrogation, and (iii) limits of not less than Two Million Dollars (\$2,000,000), combined single limit, for personal injury, including bodily injury and death, and property damage. Such insurance shall name City and affiliates identified by

City as additional insured parties and shall be in form reasonably acceptable to City, and shall not be modified or terminated without thirty (30) days' prior written notice to City. DCFA shall deliver to City, prior to entry upon the DCFA Parcel, evidence reasonably satisfactory to City that the insurance required hereunder is in full force and effect.

(c) Termination. In addition to the specific termination rights contained herein, DCFA may terminate this Agreement at any time prior to the expiration of the Due Diligence Period, at which time DCFA shall accept or reject the physical and environmental condition of the DCFA Parcel. Notwithstanding the foregoing, if DCFA fails to notify the City in writing prior to the expiration of the Due Diligence Period that DCFA has rejected the physical and environmental condition of the DCFA Parcel, DCFA shall be deemed to have irrevocably accepted the condition of the DCFA Parcel and elected to proceed with the Closing and other transactions contemplated by this Agreement. Notwithstanding the foregoing, prior to the expiration of the Due Diligence Period, DCFA may give written notice to City of its acceptance of the condition of the DCFA Parcel. The earlier to occur of any such deemed acceptance or the date of such notice shall be the "Acceptance Date". If this Agreement is terminated pursuant to this Article 5, the parties shall have no further rights or obligations under this Agreement except as otherwise specified herein. DCFA shall, within ten (10) days of such termination, deliver to City, without representation or warranty of any kind, copies of all documents received by DCFA, including without limitation all feasibility studies, engineering reports, surveys and all other information obtained or generated by DCFA in connection with the DCFA Parcel.

All environmental studies and test results related to the DCFA Parcel obtained by DCFA shall be delivered to the City upon termination of this Agreement.

(d) No Representations or Warranties by City; Acceptance of DCFA Parcel "As Is".

Disclaimer. DCFA ACKNOWLEDGES AND AGREES THAT CITY HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY NEGATE AND DISCLAIM ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO ANY ASPECT OF THE DCFA PARCEL, INCLUDING, WITHOUT LIMITATION, (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE DCFA PARCEL (INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY THEREOF), (B) ANY INCOME TO BE DERIVED FROM THE DCFA PARCEL, (C) THE SUITABILITY OF THE DCFA PARCEL FOR ANY AND ALL ACTIVITIES AND USES WHICH DCFA MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE DCFA PARCEL OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE DCFA PARCEL, (F) GOVERNMENTAL RIGHTS OF POLICE POWER OR EMINENT DOMAIN, (G) DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS: (1) NOT KNOWN TO DCFA AND NOT SHOWN BY THE PUBLIC RECORDS BUT KNOWN TO CITY AND NOT DISCLOSED IN WRITING BY CITY TO DCFA PRIOR TO THE CLOSING, (2) RESULTING IN NO LOSS OR DAMAGE TO DCFA OR (3) ATTACHING OR CREATED SUBSEQUENT TO THE DATE OF THE CLOSING, (H) VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE

EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE, (I) ALL MATTERS THAT WOULD BE DISCLOSED BY A CURRENT SURVEY OF THE DCFA PARCEL, (J) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE DCFA PARCEL, (K) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE DCFA PARCEL, OR (L) ANY OTHER MATTER WITH RESPECT TO THE DCFA PARCEL, AND SPECIFICALLY, THAT CITY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE, ZONING OR DEVELOPMENT OF REGIONAL IMPACT LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE DCFA PARCEL OF HAZARDOUS MATERIALS (AS DEFINED BELOW). DCFA FURTHER ACKNOWLEDGES THAT DCFA IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE DCFA PARCEL AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY CITY. AT THE CLOSING DCFA AGREES TO ACCEPT THE DCFA PARCEL AND WAIVE ALL OBJECTIONS OR CLAIMS AGAINST CITY (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE DCFA PARCEL OR TO ANY HAZARDOUS MATERIALS ON THE DCFA PARCEL. DCFA FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE DCFA PARCEL WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT CITY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. CITY IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE DCFA PARCEL, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, OFFICER, EMPLOYEE, AGENT, SERVANT OR OTHER PERSON. DCFA FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LEASE OF THE DCFA PARCEL AS PROVIDED FOR HEREIN IS MADE IN AN "AS IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE GROUND LEASE RENT HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE DCFA PARCEL IS LEASED BY DCFA SUBJECT TO THE FOREGOING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING, TERMINATION OR EXPIRATION OF THIS AGREEMENT.

(e) Hazardous Materials. "Hazardous Materials" shall mean any substance which is or contains (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) ("CERCLA") or any regulations promulgated under or pursuant to CERCLA; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) ("RCRA") or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; and (viii) any additional substances or materials which are now or hereafter classified or considered to hazardous or toxic under the common law. Hazardous Materials shall include, without limitation, any substance, the presence of which on the DCFA Parcel, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the DCFA Parcel or

adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the DCFA Parcel or adjacent property; or (C) which, if it emanated or migrated from the DCFA Parcel, could constitute a trespass.

(f) Environmental Risks. The City and DCFA acknowledge that there are, or may be, certain environmental obligations and risks with respect to the DCFA Parcel. In connection with the construction of the DCFA Improvements, DCFA shall comply with all requirements of the Environmental Requirements in connection with the DCFA Parcel. The City makes no representation or warranty as to whether DCFA's intended use of the DCFA Parcel as set forth herein violate or comply with any of the Environmental Requirements. Upon Substantial Completion of the DCFA Improvements, neither DCFA nor the City shall take any action in violation of the Environmental Requirements. Pursuant to the Ground Lease, DCFA will provide access to the DCFA Parcel by City for any required inspection, investigation, and monitoring if required by applicable law, but upon the Commencement Date of the Ground Lease, DCFA shall be liable for environmental issues applicable to the DCFA Parcel except to the extent caused by City.

DCFA shall grant an easement over the DCFA Parcel to City so City can confirm compliance with its obligations thereunder.

(g) DCFA Indemnity. DCFA hereby expressly acknowledges that from Commencement of Construction through Substantial Completion, DCFA shall be responsible for the proper maintenance and handling of any and all Hazardous Materials, if any, located in or on the DCFA Parcel or in the DCFA Improvements in accordance with all Environmental Requirements, including but not limited to the regulations at 40 C.F.R. Section 61 as authorized under the Clean Air Act and all regulations promulgated or to be promulgated under all other applicable local, state or federal laws, rules or regulations, as same may be amended from time to time. Furthermore, from and after Commencement of Construction, DCFA shall indemnify and hold the City, and its members, officials, officers, employees and agents harmless from and against any and all claims, costs, damages or other liability, including attorney's fees, incurred by the City, its members, officials, officers, employees and agents as a result of DCFA's and/or its contractors failure to comply with the requirements of this Section in connection with DCFA's proper maintenance and handling of any and all Hazardous Materials, if any, located in or on the DCFA Parcel. This Indemnification shall survive the Closing and the expiration or earlier termination of this Agreement.

(h) Release. DCFA, on behalf of itself and its heirs, successors and assigns hereby waives, releases, acquits and forever discharges City and its members, officials, officers, directors, employees, agents, attorneys, representatives, and any other persons acting on behalf of City and the successors and assigns of any of the preceding, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which DCFA or any of its heirs, successors or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present, or future physical characteristic or condition of the DCFA Parcel including, without limitation, any Hazardous Materials in, at, on, under or related to the DCFA Parcel, or any violation or potential violation of any Environmental Requirement applicable thereto. Notwithstanding anything to the contrary set forth herein, this release shall survive the Closing, and the termination or expiration of this Agreement.

(i) City Disclosure Obligation. In the course of performing its obligations under this Agreement, City agrees to give DCFA prompt written notice of its discovery of any Hazardous Materials, environmental conditions, or soil conditions that could materially adversely impact the construction of the City Improvements or the DCFA Improvements.

5.3 Closing.

(a) Closing. The closing (the “Closing”) shall be held at the offices of City’s counsel via mail-away closing commencing at 9:00 a.m. and concluding no later than 3:00 p.m. on or before that date designated by City, in accordance with Section 4 hereof, but in no event later than April 9, 2024 (the “Closing Date”), unless the parties mutually agree on a different date.

(b) Possession. Possession of the DCFA Parcel shall be delivered to DCFA at the Closing pursuant to the Ground Lease and it shall be a condition to DCFA’s obligation to Close that the physical and environmental condition shall not have materially changed after DCFA’s Acceptance Date and that the parties have coordinated to obtain the consent of the United States of America, acting by and through the Secretary of the Interior, acting by and through the Southeast Regional Director, National Park Service to enter into the Ground Lease, and any other consents, as may be required by the Navy Deed.

(c) Prorations. At Closing, pro-rations of expenses and the apportionment of taxes shall be as follows:

(d) Closing Costs. Except as otherwise expressly provided herein, City shall pay, on the Closing Date, City’s attorney’s fees. DCFA shall pay, on or before the Closing Date, the premium for a leasehold title policy, all recording costs, any documentary stamps or intangible taxes owed, and any and all other costs related to any loan obtained by DCFA, the cost of any inspections, the cost of surveys, DCFA’s attorney’s fees, and all other closing costs except for the above-described closing costs to be paid by City.

(e) City’s Obligations at the Closing. At the Closing, City shall deliver to DCFA each of the following documents:

(i) Evidence of Authority. Copy of such documents and resolutions as may be acceptable to the Title Company, so as to evidence the authority of the person signing the Ground Lease and other documents to be executed by City at the Closing and the power and authority of City to lease the DCFA Parcel to DCFA in accordance with this Agreement.

(ii) Foreign Person. An affidavit of City certifying that City is not a “foreign person”, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended.

(iii) Owner’s Affidavit. An executed affidavit or other document reasonably acceptable to the Title Company in issuing the leasehold title policy without exception for the “gap” exception, possible lien claims of mechanics, laborers and materialmen or for parties in possession.

(iv) Closing Statement. A closing statement setting forth the allocation of closing costs.

(v) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of DCFA or its counsel and City or its counsel to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

(f) DCFA's Obligations at the Closing. At the Closing, DCFA shall deliver to City the following:

(i) Evidence of Authority. Such corporate resolutions, consents and authorizations as City may reasonably deem necessary to evidence authorization of DCFA for the lease of the DCFA Parcel, the execution and delivery of any documents required in connection with Closing and the taking of all action to be taken by DCFA in connection with Closing.

(ii) Permit Approvals. On or prior to Closing, DCFA shall have obtained all Permit Approvals as necessary to Commence Construction of the DCFA Improvements without any Impermissible Delays.

(iii) Other Documentation. Such other documents as may be reasonable and necessary in the opinion of the City or its counsel to consummate and close the purchase and sale contemplated herein pursuant to the terms and provisions of this Agreement.

5.4 Ground Lease. At closing, the Parties shall enter into the Ground Lease in the form attached hereto as **Exhibit D**, leasing the DCFA Parcel to DCFA and a Memorandum of Ground Lease in the form attached to the Ground Lease.

Article 6.

CONSTRUCTION OF DCFA IMPROVEMENTS BY DCFA

6.1 DCFA Improvements.

DCFA shall construct the DCFA Improvements in accordance with the terms and conditions of this Agreement, and in accordance with **Exhibit B** attached hereto.

6.2 DCFA Improvements Design and Construction Approval.

(a) Design of DCFA Improvements. DCFA shall at its expense design the DCFA Improvements consistent with the design requirements and other requirements as set forth on **Exhibit B**, attached hereto and incorporated herein by this reference and the approved construction plans, as approved by the City, DCFA and all applicable governmental authorities (the "DCFA Plans").

(b) Approval of the DCFA Plans. DCFA shall follow the applicable permitting, review

and approval process as set forth in the Jacksonville Ordinance Code in connection with the design and construction of the DCFA Improvements. The City and DCFA shall use good faith efforts to consult with one another in orderly to coordinate the construction of the DCFA Improvements by DCFA and the City Improvements by the City. Notwithstanding any provision of this Agreement to the contrary, the City does not guarantee approval of this Agreement or any aspect of the Project by any government authorities and agencies that are independent of the City.

Article 7.

CONSTRUCTION OF THE CITY IMPROVEMENTS BY CITY

7.1 Construction of City Improvements by City.

(a) City Improvements. The City shall at its expense obtain all necessary Permits and construct the City Improvements in accordance with the terms and conditions of this Agreement.

(b) Pursuant to the terms and conditions of this Agreement and related agreements attached hereto, the City shall construct the City Improvements in accordance with the terms and conditions of this Agreement. The City and DCFA shall use good faith efforts to consult with one another in order to coordinate the construction of the Project. City shall use commercially reasonable efforts to complete or cause to be completed the City Improvements in accordance with the Performance Schedule set forth herein. As more particularly described in the Ground Lease, the City shall own the City Improvements and the parties shall have the maintenance obligations regarding the same as set forth in the Ground Lease. DCFA hereby grants the City right to access the Leased Premises (as defined in the Ground Lease) for the purposes of designing and constructing the City Improvements.

Article 8.

CITY DEVELOPMENT LOAN FROM CITY TO DCFA

8.1 City Development Loan; Terms and Conditions.

Subject to the terms and conditions of this Article 8 and the other terms of this Agreement, the City has agreed to make a development loan ("City Development Loan") to DCFA in the up-to, not-to-exceed amount of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,500,000.00) to partially finance the DCFA Improvements to be constructed pursuant to this Agreement. The terms of the City Development Loan shall be evidenced by the Loan Documents to be prepared and negotiated in good faith and otherwise consistent with this Article 8, and shall be executed and delivered by the DCFA and the City contemporaneous with entering into the Ground Lease.

8.2 Conditions Precedent.

The conditions listed below are conditions precedent to City's obligation to make the City Development Loan (and DCFA's right to submit any draw request) and shall be complied with in form and substance satisfactory to the City in its sole discretion:

(i) **Title Insurance.** DCFA shall deliver to the City a marked-up title commitment issued by

a title insurance company accepted by the City (“Title Company”) in writing, in an amount equal to the principal amount of the City Development Loan, which title insurance commitment shall (i) commit to issue a lender’s title policy in the amount of \$1,500,000 that will insure that the City’s first priority mortgage is a valid lien on the Ground Lease and DCFA Improvements and that DCFA’s interest in the Ground Lease is good and marketable and free and clear of all liens, encumbrances, easements, exceptions, reservations and restrictions except for those approved by the City and its counsel, (ii) provide that the lender’s title policy shall include a Florida Form 9 Endorsement and a Florida Survey Endorsement which shall insure that the property depicted on the survey described below conforms to the property described on **Exhibit A** to this Agreement, and an ALTA 8.1 Environmental Protection Lien Endorsement, and such other available endorsements as the City may reasonably require, and (iii) be “marked-up” to reflect, among other things, that all requirements under Schedule B-I have been satisfied and all “standard” or “general” exceptions including the “gap” exception) under Schedule B-II have been deleted except for those approved by the City and its counsel.

(ii) **Survey.** DCFA shall deliver to the City a current survey of the DCFA Parcel certified to the City, the City’s counsel, and the Title Company, and prepared by a duly licensed surveyor, acceptable to the City in its reasonable discretion, showing all encumbrances and other matters requested by the City or its counsel.

(iii) **Plans and Specifications Approval.** The Plans and Specifications shall have been reviewed and approved by the construction inspector and the City.

(iv) **Contracts.** DCFA shall deliver to the City an executed copy of the general contract for the construction of the DCFA Improvements and, if requested by the City, executed copies of the general contractor’s contracts with all subcontractors for the construction of the DCFA Improvements, and any amendments or change orders thereto.

(v) **Loan Documents.** Each of the Loan Documents to which DCFA is a party shall be duly authorized, executed and delivered by DCFA to the City and the mortgage securing the City Development Loan shall be recorded in the public records of Duval County, and shall be a valid first lien on the Ground Lease and DCFA Improvements, and on all improvements, fixtures and personal property owned by DCFA to be used in connection with the DCFA Improvements.

(vi) **DCFA’s Affidavit.** An owner’s affidavit of DCFA shall be executed and delivered to the Title Company certifying that no liens exist on the DCFA Parcel or Ground Lease (other than liens for taxes which are not yet due and payable) and that no other parties are entitled to possession.

(vii) **Third Party Reports.** At the City’s request, DCFA shall use commercially reasonable efforts to deliver to the City a reliance letter or be named a party of interest in all third-party environmental and similar reports and inspections performed for DCFA, but shall not be required to pay any fees for such reliance letters or other accommodations. Without limiting the foregoing, DCFA shall deliver to the City a copy of any phase one and phase two (as may be required) environmental site assessment obtained by DCFA and use commercially reasonable efforts to deliver to the City a reliance letter, and copies of any material approvals obtained by DCFA from any environmental protection agencies having jurisdiction over the Project.

(viii) **Entity Documents.** DCFA shall deliver to the City all entity documents, certificates of good standing, incumbency certificates and certified resolutions as reasonably requested by the City.

(ix) **Opinion of DCFA's Counsel.** Five days prior to the date of closing, DCFA shall deliver to the City an opinion of counsel for DCFA and addressed to the City, such opinion to be reasonably satisfactory to the City.

(x) **Insurance.** DCFA shall deliver evidence satisfactory to the City of the existence of public liability, builder's risk, permanent hazard/all risks, flood (if applicable) and worker's compensation insurance and any other reasonable insurance coverage required by the City relating to the DCFA Improvements, in form, amounts and issued by companies as approved by the City, and such policy or policies of insurance shall include the City as an additional insured, making all loss or losses under such policy or policies payable to the City as its interest may appear.

(xi) **Notice of Commencement.** A Notice of Commencement required by Section 713.13, Florida Statutes, signed by the DCFA shall have been delivered to the title company or other recording agent on a date subsequent to the recording of the City's mortgage.

(xii) **Property Taxes.** All property taxes due and owing with respect to the DCFA Parcel and on all improvements, fixtures and personal property owned by DCFA as of the date of closing of the City Development Loan shall have been paid in full.

(xiii) **Permit Approvals.** DCFA shall deliver to the City copies of all Permit Approvals necessary for the Commencement of Construction of the DCFA Improvements without any Impermissible Delays.

(xiv) **Other Documentation.** DCFA shall deliver to the City all other documents and other information as the City may reasonably require including, without limitation, as may be required under this Agreement.

8.3 **Draw Requests.**

DCFA's draw requests shall be made no more frequently than monthly on a work performed and paid basis and shall be in a manner as set forth in the Loan Documents, accompanied by invoices, waivers of mechanic's and materialmen's liens, and AIA Forms G702 and G703 certified by the general contractor and architect.

8.4 **Disbursements.**

Unless otherwise approved by the City, the City Development Loan shall be disbursed on a pro rata basis with all other funding sources for the Project. For purposes of clarity, for each draw request the City will fund no more than 8.3% of such request, calculated as \$1,500,000/\$18,000,000. Draw requests shall be submitted no more frequently than monthly and on no less than \$2,000,000 of paid invoices for Direct Costs on a reimbursement basis. Disbursements of the City Development Loan shall be pursuant to a draw request and approval process as approved by the City as set forth in the Loan Documents, which shall include all customary lending requirements as determined by the City in its sole discretion, but shall not

require funding of protective advances under the City Development Loan. The City shall have received all the paid invoices and receipts, contractor's affidavits, construction lien releases and/or other evidence, including, without limitation, site inspections and inspection reports (including inspection reports of materials stored offsite) as may be required in the discretion of the City staff acting on behalf of the City. Each of the City Development Loan disbursements shall be made upon written application of DCFA pursuant to a draw request in form and substance to be set forth in the Loan Documents and Verification of Direct Costs. The final disbursement of the City Development Loan, including any Retainage (as hereinafter defined), shall not be made until all such requirements have been satisfied and the City shall have received a certificate of occupancy for the DCFA Improvements and a completed construction certification letter of the engineer or architect of record.

8.5 **Loan Terms.**

- (i) **Use of Proceeds.** The proceeds of the City Development Loan shall be used solely for the design and construction of the DCFA Improvements to be constructed on the DCFA Parcel. DCFA shall be responsible for the costs of the DCFA Improvements exceeding the amount of the City Development Loan.
- (ii) **Payments.** The first payment shall be due and payable to the City the first day of the month following final Loan disbursement. Thereafter, payments of principal and interest shall be made by DCFA on a quarterly basis for each calendar year during the term of the City Development Loan.
- (iii) **Interest Rate.** Interest shall accrue on all loan disbursements during the construction period at the rate of two percent (2%). Following final disbursement of the Loan, all accrued interest shall be capitalized and amortized with the outstanding balance of the Loan at the rate of 2% per annum.
- (iv) **Terms of Repayment.** The term of the City Development Loan shall be ten (10) years. Loan payments are calculated based upon an amortization period of 10 years following final disbursement of the Loan at an interest rate of 2% per annum. The first loan payment is due on the first day of the month following the date of the final Loan disbursement. Monthly loan payments are due and payable on the first day of each calendar quarter thereafter in accordance with the amortization schedule attached hereto as **Exhibit H.** The City shall update the Amortization Schedule with respect to the loan payments and dates shown thereon at the time of final disbursement of the Loan and provide the Borrower with a copy of the same. Principal plus any and all remaining accrued interest will be due in full at maturity.
- (v) **Late Fee.** If any scheduled payment is ten (10) or more days late, Developer shall pay a fee equal to five percent (5%) of the unpaid portion of the scheduled payment.

- (vi) **Retainage.** The City shall retain and accumulate retainage at the rate of 5% (“Retainage”) for the DCFA Improvements under construction and will be disbursed with the final disbursement for the DCFA Improvements upon satisfaction of all conditions set forth in the Loan Documents and this Agreement, including Substantial Completion of the DCFA Improvements.
- (vii) **Liens and Lien Waivers.** DCFA shall take all action necessary to cause any mechanic’s and materialmen’s liens, judgment liens or other monetary liens or encumbrances related to the DCFA Improvements released or transferred to bond within ten (10) days of the date DCFA receives notice of the filing of such liens or encumbrances. If any such lien or encumbrance is filed, no disbursement of the City Development Loan shall be made until such lien or encumbrance is bonded over, removed or otherwise insured over by the Title Company and, if applicable, the City receives a copy of the recorded release. The City shall not be obligated to disburse any of the City Development Loan funds to DCFA if, in the opinion of the City, any such disbursement or the DCFA Improvements or the DCFA Parcel would be subject to a construction lien or any other lien or encumbrance other than inchoate construction liens. DCFA shall be fully and solely responsible for compliance in all respects whatsoever with the applicable construction lien laws.
- (viii) **Prepayment.** The City Development Loan may be repaid in full without any fee or penalty at any time.
- (ix) **Recourse Loan.** The City Development Loan shall be full recourse to DCFA.
- (x) **Security.** The City Development Loan shall be secured by a first priority mortgage on the Ground Lease and DCFA Improvements and any personal property owned by DCFA and located on the DCFA Parcel in favor of the City.
- (xi) **Transfer.** The City Development Loan shall not be transferrable at any time and all outstanding principal and accrued interest on the City Development Loan shall be due and payable in full on the assignment of all or a portion of the DCFA Improvements or the Ground Lease.
- (xii) **Cross Default.** The Loan Agreement shall include a cross-default provision with this Agreement, subject to a twenty (20) calendar day cure period.

8.6 **Adequate Funds.**

There shall be at all times undisbursed loan funds (collectively held by the City and any other sources, inclusive of DCFA equity and the Completion Grant) sufficient to complete the construction of the DCFA Improvements as determined in the City’s sole discretion. The City shall have the option to, at any time and from time to time, require DCFA to fund the construction with additional equity funds whenever the City shall determine that the remaining construction loan

proceeds (along with any other sources, inclusive of DCFA equity) are insufficient to complete construction of the DCFA Improvements in accordance with the approved Plans and Specifications and the Budget. Any protective advances required shall be the responsibility of the construction lender (if applicable) and shall not be funded by the City. At closing of the City Development Loan, DCFA shall provide documentary evidence of binding financial commitments and equity sufficient to Commence and Substantially Complete the DCFA Improvements.

8.7 Fees and Costs.

DCFA shall pay all of the City's fees, expenses and costs in connection with the documentation, closing, and administration of the City Development Loan, not to exceed \$15,000.00, whether or not the transaction contemplated herein is consummated. Such costs include, without limitation, all attorney's fees and costs, filing fees, title review, intangible tax, recording fees, title, site inspection, survey, letter of credit fees and documentary stamp taxes, if any, which are incurred in connection with the City Development Loan or the negotiation, documentation and/or closing of the City Development Loan, whether or not such transaction is closed.

8.8 Closing Conditions.

Prior to making any disbursement under the City Development Loan, the City shall receive, at DCFA's expense, such additional items in form and substance satisfactory to the City and its counsel as deemed necessary or appropriate, including, without limitation, evidence that the construction of the DCFA Improvements has been and will be operated in accordance with all applicable environmental laws and regulations. The Loan Documents governing the City Development Loan will include, without limitation, such environmental representations, warranties, indemnities and other provisions as the City may reasonably require.

8.9 Additional Conditions to Closing of the City Development Loan.

At the City Development Loan closing, and as a condition to the City's obligations to close on the City Development Loan, DCFA shall certify to the City that none of the events listed below have occurred, and the City may, at its option, terminate the funding of the transaction contemplated hereunder by written notice to DCFA, at the address set forth in Section 15.3 of this Agreement, upon:

- 1) The commencement by or against DCFA, any Member or any of their respective affiliates (as such term is defined in Rule 405 under the Securities Act of 1933, as amended, "Affiliate") of any bankruptcy, insolvency or similar proceedings.
- 2) DCFA's, any Member's or any of their respective Affiliate's assignment for the benefit of its creditors, or admission in writing of its inability to pay its debts as they become due.
- 3) Any change in the financial condition of the DCFA, any Member or any of their respective Affiliates which is, in the sole discretion of the City, material and adverse.

- 4) If any statement or representation made by DCFA in this Agreement or in the Loan Documents shall prove untrue in any material respect (subject to DCFA's right to cure as provided for in the Agreement or Loan Documents, as applicable).
- 5) Default by DCFA in the performance of any covenant, condition or agreement set forth in this Agreement.

Any termination shall not affect the City's rights to enforce the provisions of this Agreement regarding costs and expenses or indemnification. All such rights shall survive any such termination.

8.10 **Non-Foreign Entity Affidavit.**

Notwithstanding anything in this Agreement to the contrary, as a condition precedent to the City's obligations under this Agreement including any obligation to pay any portion of the City Development Loan to DCFA, DCFA shall have provided to the City an executed and notarized non-foreign entity affidavit in form and substance satisfactory to the City and substantially in the form attached as **Exhibit G** hereto.

8.11 **Further Disclaimer.**

The City Development Loan shall not be deemed to constitute a debt, liability or obligation of the City or any political subdivision thereof within the meaning of any constitutional or statutory limitation, or a pledge of the faith and credit or taxing power of the City or any political subdivision thereof, but shall be payable solely from the funds appropriated therefor. The City shall not be obligated to pay the City Development Loan or any installment thereof except from the non-ad valorem revenues or other legally available funds provided for that purpose, and neither the faith and credit nor the taxing power of the City or any political subdivision thereof is pledged to the payment of the City Development Loan or any installment thereof. DCFA, and any person, firm, or entity claiming by, through or under DCFA, or any other person whomsoever, shall never have any right, directly or indirectly, to compel the exercise of the ad valorem taxing power of the City or any political subdivision thereof for the payment of the City Development Loan or any installment thereof.

Article 9. COMPLETION GRANT

9.1 **Completion Grant; Amount.**

The DCFA shall be eligible for a Completion Grant ("**Completion Grant**") of up to \$1,500,000 subject to the terms and conditions of this Agreement, payable upon Substantial Completion of the DCFA Improvements in accordance with the terms of this Agreement. The City's obligation to disburse the Completion Grant is subject to the terms and conditions of this Agreement and satisfaction of the Completion Grant Disbursement Conditions (defined below).

9.2 Disbursement of Completion Grant.

The City's obligation to make the disbursement of the Completion Grant is conditioned in part upon satisfaction of each of the following conditions precedent (collectively, the "Completion Grant Disbursement Conditions"):

- 1) The DCFA Improvements shall have been Substantially Completed in accordance with the terms and conditions of this Agreement, including the DCFA Performance Schedule, as verified by a final inspection report satisfactory to the City, certifying that the DCFA Improvements have been Substantially Completed in a good and workmanlike manner in accordance with this Agreement and are in satisfactory condition. The DCFA shall furnish to the City a certificate of occupancy and certificate of substantial completion issued by the general contractor and verified by the architect of record establishing that the DCFA Improvements have been Substantially Completed and are not subject to any material violations or uncorrected conditions noted or filed in any City department.
- 2) All property taxes on the DCFA Parcel must be current (i.e., any property taxes then due and payable shall have been paid).
- 3) No Event of Default with respect to DCFA's obligations under this Agreement shall have occurred and be continuing (provided, however, that, upon the occurrence of an event which, with the giving of notice or the passage of time, or both, would constitute a DCFA Event of Default with respect to DCFA's obligations under this Agreement, the City may withhold any portion of the Completion Grant immediately upon such occurrence and throughout any notice or cure period until such default is cured, and following the cure of such default shall disburse such withheld portion).
- 4) The DCFA shall have submitted to the City a contractor's final affidavit and full and complete releases of liens from the general contractor, and each applicable subcontractor and supplier, or other proof satisfactory to the City, confirming that final payment has been made for all materials supplied and labor furnished in connection with the construction of the DCFA Improvements, or that, in the event of a dispute in any amount owed, such amount has been properly bonded off pursuant to Florida law so that it will not become a lien on the DCFA Parcel.
- 5) The DCFA shall have submitted to the City a written application for the disbursement of the Completion Grant pursuant to a disbursement request in the form attached hereto as **Exhibit E** (the "Disbursement Request"). The Disbursement Request shall only be made after Substantial Completion of the DCFA Improvements and the satisfaction of all other conditions to the disbursement of the Completion Grant. The Disbursement Request shall be accompanied by the following supporting data: (i) invoices, waivers of mechanic's and materialmen's liens obtained for payments made by DCFA on account of Direct Costs for the DCFA Improvements as of the date of the Disbursement Request, and (ii) AIA Forms G702 and G703 certified by the general contractor and

architect of record for the completed DCFA Improvements. The Disbursement Request shall constitute a representation by DCFA that the DCFA Improvements are Substantially Completed in accordance with the Plans and Specifications; that the work and materials for which payment is requested have been physically incorporated into the DCFA Improvements; that the value is as stated; that the DCFA Improvements and materials conform with all applicable rules and regulations of the public authorities having jurisdiction; that such Disbursement Request is consistent with the then current Budget; and that no DCFA Event of Default or event which, with the giving of notice or the passage of time, or both, would constitute a DCFA Event of Default has occurred and is continuing.

- (1) DCFA shall take all action necessary to have any mechanic's and materialmen's liens, judgment liens or other liens or encumbrances filed against the DCFA Parcel (other than any consensual mortgage) released or transferred to bond within ten days of the date DCFA receives notice of the filing of such liens or encumbrances. If any such lien or encumbrance is filed, the City shall not be required to make any disbursement of the Completion Grant funds until such lien or encumbrance is bonded over or removed and the City receives a copy of the recorded release. The City shall not be obligated to disburse any of the Completion Grant funds to DCFA if, in the reasonable opinion of the City, any such disbursement or the DCFA Improvements or DCFA Parcel would be subject to a mechanic's or materialmen's lien or any other lien or encumbrance other than inchoate construction liens. DCFA shall be fully and solely responsible for compliance in all respects whatsoever with the applicable mechanic's and materialmen's lien laws.
- (2) The DCFA shall have provided to the City, in form and substance reasonably satisfactory to the City, any such other document, instrument, information, agreement or certificate the City may reasonably require related to the construction or completion of the DCFA Improvements and any component thereof.

9.3 **No Warranty by City.**

Nothing contained in this Agreement or any other document attached hereto or contemplated hereby shall constitute or create any duty on or warranty by City regarding: (a) the accuracy or reasonableness of the Project budgets; (b) the feasibility or quality of the construction documents for the Project; (c) the proper application by the DCFA of the Completion Grant funds; (d) the quality or condition of the work; or (e) the competence or qualifications of any third party furnishing services, labor or materials in connection with the construction of the Project. DCFA acknowledges that it has not relied and will not rely upon any experience, awareness or expertise of the City or any City inspector, regarding the aforesaid matters.

9.4 **Further Disclaimer.**

The Completion Grant shall not be deemed to constitute a debt, liability, or obligation of the City or of the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory limitation, or a pledge of the faith and credit or taxing power of the City or of the State of Florida or any political subdivision thereof, but shall be payable solely from the

funds provided therefor in this **Article 9**. The City shall not be obligated to pay the Completion Grant or any installment thereof except from the non-ad valorem revenues or other legally available funds provided for that purpose, and neither the faith and credit nor the taxing power of the City or of the State of Florida or any political subdivision thereof is pledged to the payment of the Completion Grant or any installment thereof. The DCFA, and any person, firm or entity claiming by, through or under the DCFA, or any other person whomsoever, shall never have any right, directly or indirectly, to compel the exercise of the ad valorem taxing power of the City or of the State of Florida or any political subdivision thereof for the payment of the Completion Grant or any installment thereof.

Article 10. THE DEVELOPMENT

10.1 Scope of Development.

DCFA shall construct and develop or cause to be constructed and developed, the DCFA Improvements, which DCFA is obligated to construct and develop in accordance with the Performance Schedule (subject in all cases to authorized extensions of the applicable Performance Schedules contemplated by this Agreement) and this Agreement. The City shall construct and develop or cause to be constructed and developed, the City Improvements, which the City is obligated to construct and develop in accordance with the Performance Schedule (subject in all cases to authorized extensions of the applicable Performance Schedules contemplated by this Agreement) and this Agreement.

10.2 Cost of Development.

Except as otherwise set forth in this Agreement, DCFA shall pay all costs of constructing and developing the DCFA Improvements incurred by DCFA at no cost to the City. Except as otherwise set forth in this Agreement, the City shall pay all costs of constructing and developing the City Improvements incurred by City at no cost to DCFA.

10.3 Authority of City to Monitor Compliance.

During all periods of design and construction, the City's Economic Development Officer, or designees, shall have the authority to monitor compliance by DCFA with the provisions of this Agreement. During the period of construction and with prior notice to DCFA, representatives of the City shall have the right of access to the DCFA Parcel and to every structure on the DCFA Parcel during normal construction hours.

10.4 Construction and Operation Management.

Except as otherwise expressly provided herein, DCFA shall have discretion and control, free from interference, interruption or disturbance, in all matters relating to the management, development, redevelopment, construction and operation of the DCFA Improvements (as their respective obligations are set forth in this Agreement), provided that the same shall, in any event, conform to and comply with the terms and conditions of this Agreement, and all applicable state and local laws, ordinances and regulations (including, without limitation, applicable zoning,

subdivision, building and fire codes). DCFA’s discretion, control and authority with respect thereto shall include, without limitation, the following matters:

- (a) the construction and design of the DCFA Improvements subject to the express terms and conditions of this Agreement;
- (b) the selection, approval, hiring and discharge of engineers, architects, contractors, subcontractors, professionals and other third parties (collectively the “Vendors”) on such terms and conditions as DCFA deems appropriate in connection with or related to the DCFA Improvements;
- (c) the negotiation and execution of contracts, agreements, and other documents with third parties, in form and substance satisfactory to DCFA; and
- (d) the preparation of such budgets, cost estimates, financial projections, statements, information, and reports as DCFA deems appropriate.

**Article 11.
JSEB PROGRAM**

11.1 Jacksonville Small and Emerging Businesses (JSEB) Program.

The Developer, in further recognition of and consideration for the public funds provided to assist the Developer pursuant to this Agreement, hereby acknowledge the importance of affording to small and emerging vendors and contractors the full and reasonable opportunity to provide materials and services. Therefore, the Developer hereby agrees as follows:

The Developer shall obtain from the City’s Procurement Division the list of certified Jacksonville Small and Emerging Businesses (“JSEB”), and shall exercise good faith, in accordance with Municipal Ordinance Code Sections 126.608 et seq., to enter into contracts, or cause its contractors to enter into contracts, with City certified JSEBs to provide materials or services in an aggregate amount of not less than \$600,000, which amount represents 20% of the City’s and DIA’s maximum contribution to the Project with respect to the development activities or operation of the Project over the term of this Agreement.

The Developer shall submit JSEB report(s) regarding their respective actual use of City certified JSEBs on the Project, (i) on the date of any request for City/DIA funds which are payable prior to the Substantial Completion of the Improvements, and (ii) upon Substantial Completion of the Project and Improvements. The form of the report to be used for the purposes of this section is attached hereto as **Exhibit F** (the “JSEB REPORTING FORM”).

**Article 12.
REPORTING**

12.1 Reporting.

- (a) On a quarterly basis, DCFA shall submit reports in form and substance reasonably acceptable to the City regarding the status of construction of the Project and all other activities

affecting the implementation of this Agreement, including a narrative summary of progress on the DCFA Improvements.

(b) DCFA's obligation to submit such reports shall continue until DCFA has complied with all of the terms of this Agreement concerning the DCFA Improvements and end upon Substantial Completion of the Project.

Within thirty (30) days following a request of the City, DCFA shall provide the City with additional documentation and information relating to this Agreement as reasonably requested by the City.

Article 13. DEFAULTS AND REMEDIES

13.1 General.

An "Event of Default" under this Agreement with respect to any portion of the Project shall consist of the breach of any covenant, agreement, representation, provision, or warranty (that has not been cured prior to the expiration of any applicable grace period or notice and cure period contained in this Agreement or such other documents, as applicable) contained in: (i) this Agreement; (ii) the documents executed in connection with this Agreement related to the development of the DCFA Parcel or use thereof; (iii) any default under the Ground Lease; or (iv) any default beyond the applicable cure periods under any and all financing agreements of DCFA relating to any portion of the DCFA Improvements (collectively, the "Project Documents"), and the failure to cure any such breach within the cure periods set forth below.

If any such Event of Default occurs under this Agreement the City may at any time or from time to time proceed to protect and enforce all rights available to the City under this Agreement with respect to the Project by suit in equity, action at law or by any other appropriate proceeding whether for specific performance of any covenant or agreement contained in this Agreement, or damages, or other relief, or proceed to take any action authorized or permitted under applicable laws or regulations. With the exception of defaults in connection with the Performance Schedule, for which no notice or cure period is required, no occurrence shall constitute an Event of Default until the City has given DCFA written notice of the default and ninety (90) calendar days within which to cure the default. If any default cannot reasonably be cured within the initial ninety (90) calendar days, no Event of Default shall be deemed to occur so long as the defaulting party has commenced and is diligently implementing a cure within such ninety (90) day period and diligently pursues such cure to a conclusion, but in no event longer than one hundred eighty (180) days. Notwithstanding the foregoing, DCFA shall immediately and automatically be in default with respect to the Project, and the City shall not be required to give DCFA any notice or opportunity to cure such default (and thus the City shall immediately be entitled to act upon such default), upon the occurrence of any of the following:

Should DCFA make any assignment for the benefit of creditors; or should a receiver, liquidator, or trustee of DCFA of any of DCFA's property be appointed; or should any petition for the adjudication of bankruptcy, reorganization, composition, arrangement or similar relief as to DCFA, pursuant to the Federal Bankruptcy Act or any other law relating to insolvency or relief

for debtors, be filed by DCFA; or should DCFA be adjudicated as bankrupt or insolvent; or should DCFA be liquidated or dissolved; or should an involuntary petition seeking to adjudicate DCFA as a bankrupt or to reorganize DCFA be filed against DCFA and remain undismissed for a period of ninety (90) days after the filing date thereof.

The City is entitled to prejudgment interest from the date of default.

13.2 **Breach by City.**

No occurrence shall constitute an Event of Default by the City until DCFA has given the City written notice of the default and ninety (90) calendar days within which to cure the default. If any default cannot reasonably be cured within the initial ninety (90) calendar days, no Event of Default shall be deemed to occur so long as the defaulting party has commenced and is diligently implementing a cure within such ninety (90) day period and diligently pursues such cure to a conclusion. If the City commits an Event of Default under this Agreement, DCFA shall have, in addition to the remedies expressly provided herein, all remedies allowed by law or equity; provided, however, that in no event shall the City be liable to DCFA for any punitive, speculative, or consequential damages of any kind.

13.3 **Specific Defaults.**

If upon Substantial Completion of the DCFA Improvements in accordance with this Agreement, the Direct Costs incurred by the DCFA for the DCFA Improvements is less than \$17,500,000, the Completion Grant will be reduced on a dollar-for-dollar basis, up to the \$1,500,000 maximum amount of the Completion Grant. If, upon Substantial Completion of the DCFA Improvements in accordance with this Agreement, the Direct Costs incurred by DCFA is less than \$16,000,000, then the Completion Grant authorized hereunder shall be terminated.

13.4 **Liens, Security Interests.**

The City agrees and acknowledges that this Agreement does not create any lien on or security interest in the Project except as set forth in Section 8.5(x).

Article 14.

ANTI-SPECULATION AND ASSIGNMENT PROVISIONS

14.1 **Purpose.**

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

14.2 **Assignment; Limitation on Conveyance.**

DCFA agrees that it shall not, without the prior written consent of the City (which consent may be withheld in the City's sole discretion), assign, transfer or convey (i) the DCFA Improvements or any portion thereof, or (ii) this Agreement or any provision hereof, except for as a collateral assignment for the benefit of a third-party lender providing financing for the Project.

Article 15.
GENERAL PROVISIONS

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

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

15.2 **Force Majeure.**

No party to this Agreement shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities service, lack of transportation, severe weather and other acts or failures beyond the control or without the control of any party that can be shown to directly affect such performance (collectively, a "Force Majeure Event"); provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay and shall be proximately caused by such Force Majeure Event, and in no event shall any of the foregoing excuse any financial liability of a party.

In the event of any delay or nonperformance resulting from such causes, the party affected shall notify the other in writing within seven (7) calendar days of the Force Majeure Event. Such written notice shall describe the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected, and shall describe the actions taken to minimize the impact thereof.

15.3 **Notices.**

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

the City:

City of Jacksonville
Office of Economic Development
117 W. Duval Street, 2nd Floor
Jacksonville, Florida 32202
Attn: Executive Director
Email: _____

With a copy to:

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

DCFA:

Duval County Fair Association, Inc.
510 Fairgrounds Place
Jacksonville, Florida 32202
Attention: Bill Olson, President
Email: Bill@jacksonvillefair.com

With a copy to:

Milam Howard Nicandri & Gillam, P.A.
14 East Bay Street
Jacksonville, Florida 32202
Attn: Patrick W. Joyce
Email: pjoyce@milamhoward.com

15.4 **Time.**

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

15.5 **Entire Agreement.**

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

15.6 **Amendment.**

This Agreement may be amended by the parties hereto only upon the execution of a written amendment or modification signed by the parties. Notwithstanding the foregoing, the Mayor, or her designee, is authorized on behalf of the City to approve, in her sole discretion, any “technical” changes to this Agreement. Such “technical” changes include, without limitation, non-material modifications to legal descriptions and surveys, ingress and egress, easements and rights of way, Performance Schedule (for up to twelve months) and design standards, as long as such modifications do not involve any increased financial obligation or liability to the City.

15.7 **Waivers.**

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

15.8 **Indemnification.**

DCFA shall indemnify, hold harmless and defend the City and its members, officials, officers, employees and agents from and against, without limitation, any loss, claim, suit, action, damage, injury, liability, fine, penalty, cost, and expense of whatsoever kind or nature (including without limitation court, investigation and defense costs and reasonable expert and attorneys' fees and costs) related to any suits and actions of any kind brought against the City, and its members, officials, officers, employees and agents or other damages or losses incurred or sustained, or claimed to have been incurred or sustained, by any person or persons arising out of or in connection with: (i) any breach of any representation or warranty of DCFA, contained or provided in connection with this Agreement; (ii) any breach or violation of any covenant or other obligation or duty of DCFA under this Agreement or under applicable law; (iii) any negligent act, error or omission, or intentionally wrongful conduct on the part of DCFA or those under its control that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to DCFA's performance under this Agreement or relating to the Project, except to the extent cause by the negligence of the City. Nothing contained in this paragraph shall be construed as a waiver, expansion or alteration of the City's sovereign immunity beyond the limitations stated in Section 768.28, Florida Statutes. Nothing contained in this paragraph shall be construed as a waiver, expansion or alteration of DCFA's sovereign immunity.

This indemnification shall survive the expiration or termination (for any reason) of this Agreement and remain in full force and effect. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to this Agreement or otherwise. The terms "City" as used in this Section 15.8 shall include all officers, officials, board members, City Council members, employees, representatives, agents, successors and assigns of the City, as applicable.

15.9 **Severability.**

The invalidity, illegality or unenforceability of any one or more of the provisions of this Agreement shall not affect any other provisions of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15.10 **Compliance with State and Other Laws.**

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

15.11 **Non-Discrimination Provisions.**

In conformity with the requirements of Section 126.404, *Ordinance Code*, DCFA represents that it has adopted and will maintain a policy of non-discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Agreement. DCFA

agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Agreement; *provided however*, that DCFA shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the day and year first above written. DCFA agrees that, if any of its obligations to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Section 15.11 shall be incorporated into and become a part of the subcontract.

15.12 Contingent Fees Prohibited.

In conformity with Section 126.306, *Ordinance Code*, DCFA warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for DCFA, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for DCFA, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of these provisions, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

15.13 Ethics.

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

15.14 Conflict of Interest.

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

15.15 Public Entity Crimes Notice.

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

15.16 **Survival.**

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

15.17 **Incorporation by Reference.**

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

15.18 **Order of Precedence.**

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

15.19 **Counterparts.**

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Delivery of a counterpart by electronic means shall be valid for all purposes.

15.20 **Independent Contractor.**

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

15.21 **Retention of Records/Audit.**

DCFA agrees:

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

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

(c) Upon demand, at no additional cost to the City, to facilitate the duplication and transfer of any records or documents in its possession or control which pertain to the Agreement and the Project (collectively, "Project Records") during the required retention period.

(d) To assure that these Project Records shall be subject at all reasonable times, upon reasonable notice, to inspection, review, copying, or audit by personnel duly authorized by the City, including but not limited to the City Council auditors. All such inspections are to be performed so as not to unreasonably disrupt or interfere with the normal business operations of DCFA.

(e) Upon the City's written request, to ensure that all related party transactions with respect to the Project are disclosed to the City.

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

(g) Upon reasonable notice, to permit persons duly authorized by the City, including but not limited to the City Council auditors, to inspect and copy any Project Records, facilities, goods and services of DCFA which are relevant to this Agreement, and to interview any employees and subcontractor employees of DCFA to assure the City of the satisfactory performance of the terms and conditions of this Agreement; provided, that such inspections and interviews shall be performed so as to not unreasonably disrupt or interfere with the normal business operations of DCFA. Following such review, the City will deliver to DCFA a written report of its findings and request for development by DCFA of a corrective action plan where appropriate. DCFA hereby agrees to timely correct all deficiencies identified in the corrective action plan.

(h) If the result of any audit by the City establishes that the amount of private Capital Investment, Direct Costs or Verified Direct Costs has been overstated by five percent (5%) or more, the entire expense of the audit shall be borne by DCFA.

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

(j) Should the annual reconciliation or any audit reveal that DCFA has overstated the amount of private Capital Investment, Direct Costs or Verified Direct Costs, and DCFA does not make restitution within thirty (30) days from the date of receipt of written notice from the City, then, in addition to any other remedies available to the City, the City may terminate this Agreement, solely at its option, by written notice to DCFA.

15.22 **Non-merger.**

None of the terms, covenants, agreements or conditions set forth in this Agreement shall be deemed to be merged with any lease or other agreement with respect to the DCFA Parcel.

15.23 **Exemption of City.**

Neither this Agreement nor the obligations imposed upon the City hereunder shall be or constitute an indebtedness of the City within the meaning of any constitutional, statutory or charter

provisions requiring the City to levy ad valorem taxes, or a lien upon any properties of the City. Payment or disbursement by the City of grant amount hereunder is subject to the availability of lawfully appropriated funds. If funds are not available pursuant to a lawful appropriation thereof by the City Council, this Agreement shall be void and the parties shall have no further obligations hereunder.

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

This is an agreement solely between the City and DCFA. The execution and delivery hereof shall not be deemed to confer any rights or privileges on any person not a party hereto. Subject to the limitations contained in Section 14.2, this Agreement shall be binding upon and benefit DCFA, and DCFA's successors and assigns, and shall be binding upon and benefit of the City, and its successors and assigns. However, DCFA except as contemplated in Section 14.2, shall not assign, transfer or encumber its rights or obligations hereunder or under any document executed in connection herewith without the prior written consent of the City, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, DCFA may assign, transfer or encumber its rights or obligations hereunder or under any document executed in connection herewith to an entity in which the principals of DCFA have a controlling interest without the prior written consent of City; provided, however, that no such assignment, transfer or conveyance shall release DCFA from any liability or obligation hereunder.

15.25 **Venue; Applicable Law.**

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

15.26 **Civil Rights.**

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

15.27 **Further Assurances.**

Each party to this Agreement will, on request of any other party,

- (a) promptly correct any defect, error or omission herein;
- (b) execute, acknowledge, deliver, procure, record or file such further instruments and do such further acts reasonably deemed necessary, desirable or proper by such requesting party to carry out the purposes of this Agreement and to identify and subject to the liens of this Agreement any property intended to be covered thereby, including any renewals, additions, substitutions replacements, or appurtenances to the subject property;

(c) provide such certificates, documents, reports, information, affidavits and other instruments and do such further acts reasonably deemed necessary, desirable or proper by the requesting party to carry out the purposes of this Agreement.

15.28 **Exhibits.**

In the event of a conflict between any provisions of this Agreement and any exhibit attached to or referenced in this Agreement, the provisions of this Agreement shall govern.

15.29 **Construction.**

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

15.30 **Further Authorizations.**

The parties acknowledge and agree that the Mayor of the City, or her designee, and the City's Corporation Secretary, are hereby authorized to execute any and all other contracts and documents and otherwise take all necessary action in connection with this Agreement.

15.31 **Estoppel Certificate.**

Within ten (10) days after request therefor from either DCFA, or from the City to DCFA, DCFA and City, as applicable, agree to execute and deliver to the applicable parties, or to such other addressee or addressees as DCFA or City may designate (and any such addressee may rely thereon), a statement in writing certifying (if true) that this Agreement as it relates to the Project is in full force and effect and unmodified or describing any modifications; that DCFA (or City, as applicable) has performed all of its obligations under this Agreement arising prior to the date of the certificate, and making such other true representations as may be reasonably requested by DCFA or City, as applicable.

15.32 **Attorney's Fees.**

Except as otherwise specifically set forth herein, each party shall be responsible for its own attorneys' fees and costs in connection with any legal fees in connection with the enforcement of this Agreement or any legal action related to this Agreement.

Signature pages to follow

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

ATTEST:

CITY OF JACKSONVILLE

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

By: _____
Donna Deegan, Mayor

Form Approved:

Office of General Counsel

DCFA

WITNESS:

**DUVAL COUNTY FAIR ASSOCIATION,
INC.** a Florida not-for-profit company

Print Name: _____

By: _____
Bill Olson, President and CEO

Print Name: _____

GC-#1614510-v9-Amended_and_Restated_Duval_County_Fair_RDA.docx

Encumbrance and funding information for internal City use:

Account or POA Number: _____

1Cloud Account for Certification of Funds	Amount

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

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

Director of Finance
City Contract Number: _____

LIST OF EXHIBITS

- Exhibit A DCFA Parcel
- Exhibit B DCFA Improvements
- Exhibit C City Improvements
- Exhibit D Ground Lease Agreement
- Exhibit E Completion Grant Disbursement Request Form
- Exhibit F JSEB Reporting Form
- Exhibit G Non-Foreign Entity Affidavit
- Exhibit H Amortization Schedule for Loan

EXHIBIT A

DCFA Parcel

A PORTION OF SECTIONS 9 AND 15, ALONG WITH A PORTION OF TRACTS 1, 2, 4, 5, 6, 8, 11, 12, 13, 14 AND 15, BLOCK 1, TOGETHER WITH ALL OF TRACT 3, BLOCK 1, ALL IN SECTION 16, TOWNSHIP 3 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA, AS SHOWN ON MAP OF JACKSONVILLE HEIGHTS, AS RECORDED IN PLAT BOOK 5, PAGE 93, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 24 EAST; THENCE NORTH 89°41'41" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 17, A DISTANCE OF 4537.99 FEET TO A POINT IN THE NORTHWESTERLY RIGHT OF WAY LINE OF NORMANDY BOULEVARD (STATE ROAD 228, A 100 FOOT RIGHT OF WAY); THENCE NORTH 56°30'35" EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 5792.27 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN THENCE NORTH 33°29'25" WEST, DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 269.09 FEET; THENCE NORTH 56°30'35" EAST, A DISTANCE OF 487.26 FEET; THENCE NORTH 33°30'09" WEST, A DISTANCE OF 198.81 FEET; THENCE SOUTH 56°29'51" WEST, A DISTANCE OF 57.00 FEET; THENCE NORTH 33°30'09" WEST, A DISTANCE OF 212.04 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 471.36 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 269.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 73°19'07" WEST, 266.08 FEET TO THE END OF SAID CURVE; THENCE SOUTH 56°29'51" WEST, A DISTANCE OF 179.77 FEET; THENCE NORTH 33°30'11" WEST, A DISTANCE OF 318.88 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 127.19 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 234.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°27'16" WEST, 202.75 FEET; THENCE NORTH 29°13'32" WEST, A DISTANCE OF 23.90 FEET; THENCE NORTH 25°24'20" EAST, A DISTANCE OF 39.40 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 131.41 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 29.96 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 5591.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 12°25'25" EAST, 29.90 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE AN ARC DISTANCE OF 69.79 FEET TO A POINT OF REVERSE CURVATURE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 164.80 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18°35'54" EAST, 69.79 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 83.21 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 267.07 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 32°42'21" EAST, 82.33 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 256.81 TO THE POINT OF TERMINUS OF SAID CURVE, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 74°43'04" EAST, 247.03 FEET; THENCE NORTH 56°36'23" EAST, A DISTANCE OF 179.92 FEET; THENCE NORTH 13°42'30" WEST, A DISTANCE OF 275.49 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 376.00 FEET; THENCE NORTHEASTERLY, ALONG

THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 567.69 FEET TO THE POINT OF TERMINUS OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 61°52'58" EAST, 515.28 FEET; THENCE NORTH 15°32'50" EAST, A DISTANCE OF 184.95 FEET; THENCE SOUTH 89°59'50" WEST, A DISTANCE OF 1162.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 78.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°00'10" WEST, 70.71 FEET; THENCE NORTH 00°00'10" WEST, A DISTANCE OF 278.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 78.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°59'50" EAST, 70.71 FEET; THENCE NORTH 89°59'50" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 41.15 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 66°25'09" EAST, 40.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 41.15 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 66°25'09" EAST, 40.00 FEET; THENCE NORTH 89°59'50" EAST, A DISTANCE OF 1757.80 FEET; THENCE SOUTH 00°30'15" EAST, A DISTANCE OF 357.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 259.31 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 150.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°04'35" EAST, 148.23 FEET; THENCE SOUTH 33°40'31" EAST, A DISTANCE OF 1145.83 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT OF WAY LINE OF NORMANDY BOULEVARD; THENCE SOUTH 56°30'35" WEST, ALONG LAST SAID LINE, A DISTANCE OF 2016.83 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAINS 82.37 ACRES, MORE OR LESS.

EXHIBIT B

DCFA Improvements

DCFA shall be responsible for construction of an 80,000 SF expo hall and associated support spaces to include:

- 40,000 SF of expo hall for exhibitors with the ability to be divided into two separate exhibition spaces with an operable partition
- 8,000 SF of maintenance area for the ability of future expo hall expansion
- 6,500 SF of office space for fair administration
- lobby, concession, and restroom facilities for expo hall visitors
- large and small multi-purpose meeting and conference spaces
- outdoor stage serving the amphitheater (to be constructed by the City) for performances
- 'back-of-house' production, dressing rooms and additional support spaces for amphitheater
- covered receiving dock and loading area with direct access to amphitheater 'back-of house'
- covered outdoor space at entrance of expo hall lobby
- DCFA shall be responsible for construction of all walkways, sidewalks, and concrete surfaces within ten feet of the exterior of building.

The DCFA Improvements are estimated to cost \$18,000,000.

EXHIBIT C

City Improvements

- City is responsible for all site clearing within DCFA Parcel.
- City is responsible for all rough grading for buildings.
- City will provide all stormwater infrastructure, including; permitting, ponds, pipes and structures.
- City will provide all water, sewer, and adequate electric utilities, including; permitting.
- City will construct the extension of Finger Lakes Street, including; sidewalks, and lighting.
- City will construct all shared use parking areas.
- City will construct the fairgrounds midway areas, including; pedestrian paths, lighting, adequate electrical hookups, and water/sewer connections.
- City will construct the amphitheater seating area, including grading and concrete work.
- City will construct sidewalks and landscaping on the DCFA Parcel.
- City will construct up to 32 RV sites within the Fairgrounds Lease, including; adequate electrical hookups, and water/sewer connections.
- Electrical – City will provide adequate power to 32 RV parking spaces, the permanent building, and the pedestals in the “midway” and “independent” areas.
- City will install DCFA Parcel boundary fencing around the “Fairgrounds Maintenance Parcel” generally as shown on **Exhibit A** attached to this Agreement.

EXHIBIT D

Ground Lease

AMENDED AND RESTATED GROUND LEASE

THIS AMENDED AND RESTATED GROUND LEASE (the “Ground Lease”) made and entered as of the ___ day of _____, 2024 (the “Effective Date”), by and between the **CITY OF JACKSONVILLE**, a municipal corporation and political subdivision of the State of Florida (“Landlord”), and **DUVAL COUNTY FAIR ASSOCIATION, INC.**, a Florida non-for-profit corporation (“Tenant”).

W I T N E S S E T H:

WHEREAS, Landlord is the owner of certain real property comprised of approximately 82.37 acres of undeveloped land located in Duval County, Florida, which property is more particularly described on **Exhibit A** attached hereto (the “Property”);

WHEREAS, Landlord and Tenant entered into that certain Redevelopment Agreement dated February 14, 2024 (the “Redevelopment Agreement”) to develop the Property pursuant to which Tenant will construct certain buildings and improvements on the Property, as more particularly described therein (the “DCFA Improvements”); capitalized terms used herein and not otherwise defined shall have the meaning as set forth in the Redevelopment Agreement;

WHEREAS, Landlord has agreed to let and does hereby let and demise to the Tenant, and the Tenant has agreed to take and does take from the Landlord, for and in consideration of the rents and other covenants, terms and conditions set forth herein, the Property and the DCFA Improvements, together with any and all improvements at present on the Leased Premises, and those buildings and improvements hereafter erected on the Leased Premises (collectively, the “DCFA Improvements” and, collectively with the Property, the “Leased Premises”), which Leased Premises also includes certain parking lots (collectively, the “Parking Lots”);

TOGETHER with all and each of the appurtenances, rights, interests, easements and privileges in anywise appertaining thereto;

TO HAVE AND TO HOLD the Leased Premises for and during the Term as hereinafter described and upon the following terms and conditions;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each party, Landlord and Tenant stipulate and agree as follows:

ARTICLE 1 DUE DILIGENCE; TITLE AND SURVEY

Section 1.1 Recitals. Landlord and Tenant agree the foregoing recitals are true and correct and are hereby incorporated herein by this reference.

Section 1.2 Due Diligence. Prior to executing this Ground Lease, (a) the Landlord has provided Tenant with copies of all environmental reports in its possession, and (b) the Tenant has performed all due diligence on the Leased Premises as deemed necessary by the Tenant, including but not limited to any soil and ground water samples, hazardous materials inspections,

tests and assessments, or review of the non-confidential and non-proprietary books and records of Landlord concerning the Leased Premises, and Tenant hereby approves the condition of the Leased Premises and accepts the Leased Premises in its "AS IS WHERE IS" condition.

AS IS/WHERE IS. TENANT ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS GROUND LEASE OR THE REDEVELOPMENT AGREEMENT, LANDLORD HAS NOT MADE, AND SPECIFICALLY NEGATES AND DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO ANY ASPECT OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, NATURE, QUALITY OR CONDITION THEREOF (INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY THEREOF), (B) ANY INCOME TO BE DERIVED THEREFROM, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY ACTIVITY OR USE WHICH TENANT OR ANY OF TENANT'S AGENTS, EMPLOYEES, CONTRACTORS, SUBLESSEES, LICENSEES, INVITEES OR ANY OTHER PERSONS ACTING ON BEHALF OF TENANT (EACH, A "TENANT PARTY") MAY CONDUCT THEREON, (D) THE COMPLIANCE OF THE LEASED PREMISES OR ITS OPERATION WITH ANY PRESENT AND FUTURE LAWS, ORDINANCES, ORDERS, DEEDS AND OTHER RECORDED DOCUMENTS, RULES, REGULATIONS AND REQUIREMENTS OF THE FEDERAL, STATE, COUNTY AND MUNICIPAL GOVERNMENTS, ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, OR ANY OF THE RESPECTIVE DEPARTMENTS, BUREAUS, BOARDS, COMMISSIONS AND OFFICIALS THEREOF, (E) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, (F) GOVERNMENTAL RIGHTS OF POLICE POWER OR EMINENT DOMAIN, (G) DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS: (1) NOT KNOWN TO TENANT AND NOT SHOWN BY THE PUBLIC RECORDS BUT KNOWN TO LANDLORD AND NOT DISCLOSED IN WRITING BY LANDLORD TO THE TENANT, (2) RESULTING IN NO LOSS OR DAMAGE TO TENANT OR (3) ATTACHING OR CREATED SUBSEQUENT TO THE EFFECTIVE DATE, (H) VISIBLE AND APPARENT EASEMENTS AND ALL UNDERGROUND EASEMENTS, THE EXISTENCE OF WHICH MAY ARISE BY UNRECORDED GRANT OR BY USE, (I) ALL MATTERS THAT ARE DISCLOSED BY THE TITLE COMMITMENT OR THAT WOULD BE DISCLOSED BY A CURRENT SURVEY OF THE LEASED PREMISES, (J) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE LEASED PREMISES, (K) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE LEASED PREMISES, OR (L) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY, THAT LANDLORD HAS NOT MADE, DO NOT MAKE AND SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE OF THE LEASED PREMISES WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE, ZONING OR DEVELOPMENT OF REGIONAL IMPACT LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE THEREIN, THEREON OR THEREUNDER OF HAZARDOUS MATERIALS. ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH IN THIS GROUND LEASE OR THE REDEVELOPMENT

AGREEMENT, NO PERSON ACTING ON BEHALF OF LANDLORD IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF TENANT ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, WARRANTY, COVENANT OR AGREEMENT REGARDING THE LEASED PREMISES OR THE TRANSACTIONS CONTEMPLATED HEREIN. TENANT ACKNOWLEDGES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, TENANT IS RELYING SOLELY ON ITS OWN INVESTIGATIONS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LANDLORD. TENANT FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS GROUND LEASE OR THE REDEVELOPMENT AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW THE LEASE OF THE LEASED PREMISES PROVIDED FOR HEREIN IS MADE ON AN “AS-IS, WHERE-IS” BASIS WITH ALL FAULTS. FURTHERMORE, EXCEPT FOR ANY CLAIM THE TENANT MAY HAVE AS A RESULT OF THE BREACH BY THE LANDLORD OF ANY EXPRESS REPRESENTATION OR WARRANTY OF LANDLORD SET FORTH HEREIN OR IN THE REDEVELOPMENT AGREEMENT, TENANT DOES HEREBY RELEASE AND FOREVER DISCHARGE LANDLORD AND ITS MEMBERS, OFFICIALS, DIRECTORS, OFFICERS, EMPLOYEES, LEGAL REPRESENTATIVES, AGENTS AND ASSIGNS, FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, CLAIMS (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) AND DEMANDS FOR, UPON OR BY REASON OF ANY DAMAGE, LOSS OR INJURY WHICH HERETOFORE HAVE BEEN OR WHICH HEREAFTER MAY BE SUSTAINED BY TENANT RELATED TO THE CONDITION OF THE LEASED PREMISES OR RESULTING FROM OR ARISING OUT OF THE PRESENCE OF ANY HAZARDOUS MATERIALS OR OTHER ENVIRONMENTAL CONTAMINATION ON OR IN THE VICINITY OF THE LEASED PREMISES, INCLUDING THE SOIL AND/OR GROUNDWATER (HEREINAFTER REFERRED TO AS THE “CLAIMS”). THIS RELEASE APPLIES TO ALL SUCH CLAIMS WHETHER THE ACTIONS CAUSING THE PRESENCE OF HAZARDOUS MATERIALS ON OR IN THE VICINITY OF THE LEASED PREMISES OCCURRED BEFORE OR AFTER THE LEASE TERM. THIS RELEASE EXTENDS AND APPLIES TO, AND ALSO COVERS AND INCLUDES, ALL STATUTORY OR COMMON LAW CLAIMS THE TENANT MAY HAVE AGAINST THE LANDLORD. THE PROVISIONS OF ANY STATE, FEDERAL, OR LOCAL LAW OR STATUTE PROVIDING IN SUBSTANCE THAT RELEASES SHALL NOT EXTEND TO CLAIMS, DEMANDS, INJURIES OR DAMAGES WHICH ARE UNKNOWN OR UNSUSPECTED TO EXIST AT THE TIME, TO THE PERSON EXECUTING SUCH RELEASE, ARE HEREBY EXPRESSLY WAIVED. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS GROUND LEASE.

Section 1.3 Title and Survey Matters. Tenant has previously reviewed and approved that certain title insurance commitment # 11611273 issued by Commonwealth Land Title Insurance Company (the “Title Company”) insuring Tenant’s leasehold estate created hereby (the “Title Commitment”) and reviewed and approved a current survey of the Leased Premises by Danny S. Wheeler, dated March 13, 2023 (the “Survey”), both of which have been approved by the Tenant.

Section 1.4 Permitted Exceptions. This Ground Lease is expressly granted by Landlord and accepted by Tenant subject to all applicable building, zoning and other ordinances and governmental requirements affecting the Leased Premises and subject and subordinate to all restrictions, covenants, conditions, encumbrances, rights-of-ways, easements, exceptions, agreements, reservations and other matters of record encumbering or affecting the Leased Premises, including but not limited to the terms, conditions, covenants and restrictions set forth in that Corrective Quitclaim Deed, recorded on July 27, 2004, at Book 11953, Page 1250, in the Official Records of Duval County, Florida and all matters disclosed therein, (the “Deed”), the [Consent to Ground Lease] recorded on _____, at Book _____, Page _____, in the Official Records of Duval County, Florida, and all other matters disclosed by the Title Commitment and Survey (collectively, the “Permitted Exceptions”). Notwithstanding the foregoing, prior to the Commencement Date, Tenant acknowledges and agrees that Tenant has confirmed and is satisfied that all necessary consents and approvals of this Ground Lease and Tenant’s Permitted Use (as defined below) of the Leased Premises, have been obtained in accordance with the requirements of the Deed including without limitation any and all approvals and consents from the United States of America. Without limiting the foregoing, Tenant expressly covenants and agrees (i) to comply with the terms, conditions, covenants and restrictions of the Deed and to perform all of the obligations of the “Grantee” under the Deed during the Term to the extent such terms, conditions, covenants, restrictions and/or obligations are applicable to the Leased Premises, (ii) not to commit or suffer any act or omission that will violate any of the provisions of the Deed, and (iii) to not cause Landlord to breach, the terms, conditions, covenants and/or restrictions set forth in the Deed. The terms and conditions of the Deed are incorporated herein by reference. Furthermore, subject to the rights of Tenant hereunder, Landlord reserves the right to grant easements and other similar agreements affecting the Leased Premises, including, without limitation, utility and pipeline easements (each, an “Easement”), provided that, (i) the Easement shall be located in a manner that is reasonably calculated to minimize interference with Tenant’s operations and use of the Leased Premises; and (ii) the Easement holder, including its employees, agents, invitees, contractors and subcontractors, shall comply with Landlord’s insurance requirements for contractors performing similar types of work within the Leased Premises. All plans and specifications for an Easement holder’s improvements to be located on the Leased Premises shall be subject to the prior written consent of Tenant, which shall not be unreasonably withheld, conditioned or delayed.

Section 1.5 Construction Period. Unless this Ground Lease is sooner terminated, from the Effective Date until the Commencement Date (such period being referred to as the “Construction Period”), Tenant may access the Premises for the sole purpose of constructing the DCFA Improvements in accordance with the terms and conditions of the Redevelopment Agreement. Prior to the Commencement Date and during the Construction Period, Tenant’s entry shall be upon all of the terms and conditions of this Ground Lease that would be applicable during the Term including, without limitation, Tenant’s indemnification and insurance obligations hereunder, including such insurance from those contractors, materialmen and suppliers engaged with respect to the DCFA Improvements, except that Tenant shall have no obligation to pay Rent prior to the Commencement Date. Without limiting the foregoing, Tenant shall be required to pay for all expenses related to the Leased Premises during the Construction Period, including without limitation to, all utilities. Tenant’s access to the Leased Premises during the Construction Period shall be subject to Tenant providing to Landlord satisfactory evidence of insurance required under Article 8 and Article 9 of this Ground Lease prior to the

commencement of the Construction Period. Any delay in putting Tenant in possession of the Premises during the Construction Period shall not serve to extend the Term of this Ground Lease or to make Landlord liable for any damages arising therefrom.

ARTICLE 2 TERM; EXPANSION OF LEASED PREMISES

Section 2.1 Lease Term. The term of this Ground Lease shall commence on the Commencement Date, and shall expire on the thirtieth (30th) anniversary of the Commencement Date (the “Initial Term”). As used in this Ground Lease, “Term” means the Initial Term, as extended by any validly exercised option to extend for the Renewal Term (as hereinafter defined). The “Commencement Date” shall be the date of Substantial Completion (as defined in the Redevelopment Agreement) of the DCFA Improvements pursuant to the terms and conditions in the Redevelopment Agreement. In the event that the Substantial Completion of the DCFA Improvements has not occurred on or before June 1, 2025 (subject to any agreed upon time extensions, material delays caused by Landlord in connection with its construction of the City Improvements, or as otherwise provided in the Redevelopment Agreement), then either party shall have the right to terminate this Ground Lease, and neither party shall have any further obligations hereunder except those obligations that survive the termination of this Ground Lease.

Section 2.2 Extension Option. Provided all Extension Conditions (as defined below) are satisfied, Tenant shall have two (2) options to extend (each, an “Extension Option”) the Term for consecutive periods of ten (10) years each (each, an “Extension Term”). Tenant may exercise an Extension Option by giving written notice of such election to Landlord at least six (6) months, but not more than twelve (12) months, prior to the end of the then current Term or Extension Term, as the case may be, of the Ground Lease. If Tenant does not give notice of exercise of Extension Option on or before eight (8) months prior to the end of the then current Term or Extension Term, then the Landlord shall give Tenant written notice of pending expiration of this Lease on or before seven (7) months prior to the end of the then current Term or Extension Term. Landlord may accept a notice of exercise of an Extension Option of a shorter duration than eight (8) months in its sole discretion. As used herein, “Extension Conditions” shall mean, collectively, (i) Tenant shall not be in default under this Ground Lease, beyond any applicable notice and cure period, and there is no event which, with the giving of notice or the passage of time, or both, would constitute an event of default, has occurred or is continuing at the time of exercise of the Extension Option and on the commencement date of the Extension Term, (ii) Tenant shall have exercised such Extension Option by properly giving timely written notice to Landlord as herein provided; and (iii) the parties have coordinated to obtain the consent of the United States of America, acting by and through the Secretary of the Interior, acting by and through the Southeast Regional Director, National Park Service (and any other consents as may be required by the Deed) for the exercise of the applicable Extension Term. If an Extension Option is exercised, the Ground Lease shall continue under all the same terms and conditions, including that Base Rent during any Renewal Term shall be at a rate of One Hundred and No/100 Dollars (\$100.00) per year.

Section 2.3 Optional Expansion of Leased Premises. Landlord owns approximately sixty (60) acres adjacent to the Leased Premises generally as shown on **Exhibit F** attached hereto (“Future Lease Expansion Area”). Commencing five (5) years from the Effective Date hereof,

unless otherwise agreed by the Parties, Tenant shall have the option to expand the Leased Premises to include all or a portion of the Future Lease Expansion Area subject to the terms of this Agreement. In order to exercise its option to utilize the Future Lease Expansion Area, Tenant shall present its development plan and utilization plans for the Future Lease Expansion Area to the City for review and approval, not to be unreasonably withheld. If approved by Landlord, Landlord agrees to submit legislation to its City Council seeking to amend this Ground Lease to include the Future Lease Expansion Area, or a lesser portion thereof, within the Leased Premises and otherwise amend this Ground Lease as required to facilitate Tenant's development and use of the Future Lease Expansion Area. Such legislation may include a redevelopment agreement to be negotiated between the parties hereto and entered into between the Tenant and Landlord regarding the development of the Future Lease Expansion Area by Tenant. Tenant acknowledges and agrees that Landlord is developing [park and softball facilities] adjacent to the Future Lease Expansion Area, and at the time Tenant exercise its option the acreage available shall be subject to the City's existing facilities as they exist on such date. Landlord agrees to use commercially reasonable efforts not to encroach upon the Future Lease Expansion Area with any permanent facilities. Landlord's obligations in connection with this Section 2.3 shall be subject to City Council approval.

ARTICLE 3 RENT

Section 3.1 Base Rent. Tenant hereby covenants and agrees to pay to Landlord at the address specified in Article 23 below, or at such other place as Landlord may designate in writing during the Term, without offset, abatement, counterclaim, setoff or deduction except as specifically provided herein, and without previous demand therefor, annual rent in the amount of One Hundred and No/100 Dollars (\$100.00) ("Base Rent"). Rent shall be due and payable commencing on the Commencement Date of this Ground Lease, and thereafter Base Rent shall be paid in one (1) annual payment on or before the first (1st) day of each January during the Term of this Ground Lease, together with any applicable sales tax payable on such rent. If the Effective Date of this Ground Lease is not January 1, the Base Rent for the first calendar year of the Term will be prorated and paid upon the full execution of this Ground Lease. The term "Additional Rent" shall mean all amounts payable by Tenant under this Ground Lease, other than Base Rent, and whether or not expressly designated as Additional Rent in this Lease. The term "Rent" shall mean all Base Rent and Additional Rent.

Section 3.2 Absolute Net Lease. Commencing on the first day of the Term and thereafter during the pendency of this Ground Lease, all costs, expenses and obligations of every kind and nature whatsoever relating to the Leased Premises and the Improvements shall be paid by Tenant (other than income and similar taxes imposed upon Landlord with respect to the rents hereunder). Tenant shall pay to Landlord as Additional Rent all expenses of every kind and nature whatsoever incurred by Landlord and relating to or arising from the Leased Premises, including taxes and all expenses arising from the leasing, operation, management, construction, maintenance, repair, or use and occupancy of the Premises, except as otherwise expressly provided in this Ground Lease. All Additional Rent is payable to Landlord pursuant to the terms and conditions of this Lease within thirty (30) days after written demand therefore from Landlord, unless a different time period is specified in this Lease.

ARTICLE 4
TAXES AND ASSESSMENTS

Section 4.1 Payment of Taxes and Assessments. Tenant shall pay, during the Term as Additional Rent when due, all taxes which may hereafter be imposed or assessed upon the Leased Premises, the Improvements, any additional improvements made thereon, and/or any fixtures, equipment, or property installed on the Leased Premises or any part thereof by or for the Tenant. For purposes of this Ground Lease, the term "taxes" shall mean all ad valorem and non-ad valorem real estate taxes and assessments, general and special assessments, and impositions of any kind or nature, plus applicable sales tax. All such taxes and assessments shall be paid by Tenant before any fine, penalty, interest or costs may be added thereto for the nonpayment thereof, and shall be apportioned between Tenant and Landlord for the tax year in which the Term of this Ground Lease shall begin, as well as for the tax year in which this Ground Lease shall end. Tenant will be responsible for all taxes associated with Tenant's personal property on the Leased Premises. Taxes shall not include any inheritance, estate, succession, transfer, gift, franchise, corporation, income or profit tax, personal property, gross receipts, margin or transfer tax levied or assessed against Landlord.

Section 4.2 Contest of Taxes.

(a) Landlord agrees that Tenant, after written notice to Landlord, shall have the right, at Tenant's sole cost and expense, in the Tenant's name, or, if required by law, Landlord's name, to contest the legality or validity of any of the taxes, assessments or other public charges required to be paid by Tenant, but no such contest shall be carried on or maintained by Tenant after such taxes, assessments or other public charges become delinquent unless Tenant shall have duly paid the amount involved under protest or shall procure and maintain a stay of all proceedings to enforce any collection thereof and any forfeiture or sale of the Leased Premises, and shall also provide for payment thereof together with all penalties, interest, cost and expense by deposit of a sufficient sum of money or by a good and sufficient undertaking as may be required by law to accomplish such stay. In the event any such contest is made by Tenant, Tenant shall promptly, upon final determination thereof, pay and discharge the amount involved or affected by any such contest, together with any penalties, fines, interest, costs and expenses that may have accrued thereon. Any recovery of taxes as a result of Tenant's action hereunder shall belong solely to Tenant, except to the extent such recovery relates to the period after expiration of the Term of this Ground Lease for which Landlord paid such taxes.

Section 4.3 Refund of Taxes and Assessments. Landlord further covenants and agrees that if there shall be any refunds or rebates on account of any taxes, governmental imposition, levy or special or general assessments paid by Tenant under the provisions of this Ground Lease, such refund or rebate shall belong to Tenant, except to the extent such recovery relates to the period after expiration of the Term of this Ground Lease for which Landlord paid such taxes. Any such refunds or rebates owed to Tenant which are received by Landlord shall be trust funds and shall be forthwith paid to Tenant so long as this Ground Lease shall not be in default. Landlord shall, at Tenant's request, sign any receipt which may be necessary to secure the payment of any such refund or rebate owed to Tenant and shall pay over to Tenant such refund or rebate as received by Landlord.

ARTICLE 5
DEVELOPMENT OF THE LEASED PREMISES; CONSTRUCTION; ALTERATIONS

Section 5.1 Development of the Leased Premises. The Tenant shall develop the Leased Premises and construct the DCFA Improvements in accordance with the terms and conditions of the Redevelopment Agreement. The thirty percent (30%) design plans are attached hereto as **Exhibit B** and the DCFA Improvements shall be constructed in accordance with the final approved plans and specifications as approved by Landlord in its regulatory capacity and pursuant to the Redevelopment Agreement (the “Final Plans and Specifications”) (the “Site Plan”). No modifications to the Site Plan shall be permitted unless they have been submitted to and approved by Landlord consistent with the terms of the Redevelopment Agreement. Tenant shall be responsible for obtaining any necessary approvals for the DCFA Improvements. Landlord, in its proprietary and not regulatory capacity, and at no cost to Landlord, shall reasonably cooperate with Tenant in obtaining the necessary approvals for the DCFA Improvements.

Section 5.2 Construction Liens. Pursuant to Section 713.10, Florida Statutes, it is the intent of the parties hereto that Landlord’s interest in the Leased Premises shall not be subject to any construction liens, or other liens arising from Tenant’s or its contractor’s or subcontractors’ failure to make payments in connection with any buildings or improvements installed or constructed on the Leased Premises. Nothing contained in this Ground Lease shall be construed to confer upon any party, including without limitation, material suppliers and contractors, the right to file a construction lien or other lien or any claim related thereto, nor to perform any labor or to furnish any materials for the account of Landlord in respect to the construction of any improvements, alterations or repairs to the Leased Premises by Tenant, its employees, agents or contractors. Any person furnishing labor or materials to or for the benefit of the Leased Premises on account of Tenant or its subtenants (excluding any work performed by Landlord pursuant to the terms of the Redevelopment Agreement), shall look only to Tenant’s leasehold estate for the satisfaction of any construction or other lien. If any construction or other liens shall be filed against Landlord’s fee interest in the Leased Premises by reason of or arising out of any labor or materials furnished or alleged to have been furnished to or for Tenant at the Leased Premises, the Tenant shall, within ten (10) days of the date Tenant receives notice thereof, either pay or bond the same or procure the discharge thereof in such manner as may be provided by law. Tenant shall also defend on behalf of Landlord at the Tenant’s sole cost and expense any action, suit or proceeding which may be brought thereon or for the enforcement of such liens or orders, and Tenant shall pay any damage and discharge any judgment entered therein and indemnify and hold Landlord harmless from any claim, costs, including reasonable attorney fees, or damage resulting therefrom or arising in connection therewith. During the entire term of this Ground Lease, Tenant shall pay for all labor performed and material furnished at Tenant’s request for the excavation, erection, repair, alterations and improvements of the buildings and improvements to be constructed and erected by Tenant on the Leased Premises pursuant to the terms of this Ground Lease or the Redevelopment Agreement.

Tenant shall include in its contracts for construction on the Leased Premises the following requirements: (i) Landlord be included as an indemnified party in all indemnifications from contractor; (ii) Landlord be included as an additional insured on contractor’s commercial general liability policy and be provided with an endorsement evidencing same; (iii) Landlord be

included in all waivers of subrogation for claims related general liability and/or builder's risk coverage; and (iv) a statement as follows:

“Tenant advises Contractor that Tenant leases the land upon which the improvements shall be constructed from the **CITY OF JACKSONVILLE**, a municipal corporation and political subdivision of the State of Florida, (“Landlord”). In accordance with the applicable provisions of the Florida Construction Lien Law and specifically Florida Statutes, Section 713.10, no interest of the Landlord in any personalty or in the Leased Premises or in the underlying land or in the improvements located on the Leased Premises or Landlord's fee or other interest therein shall be subject to liens for improvements made by Tenant or caused to be made by Tenant as contemplated in this Contract. Contractor shall cause the foregoing disclosure and prohibition on claims of liens filed against Landlord's interest in the foregoing property and Leased Premises to be included in all bid documents and/or Subcontracts entered into for performance of all work.”

To the extent it is necessary for Tenant to record a Notice of Commencement in connection with work performed by or on behalf of Tenant at the Leased Premises, Tenant shall only record a Notice of Commencement in a form acceptable to Landlord in its sole and absolute discretion, and only after written approval from Landlord to record the same. Should a Notice of Commencement be recorded in a form not previously approved by Landlord with respect to the Leased Premises as a result of work performed by Tenant at the Leased Premises, Tenant shall immediately cause such Notice of Commencement to be terminated and promptly provide to Landlord any title clearance documents that Landlord may request, and any failure to terminate as such or provide such documents shall be a material breach of this Ground Lease.

Section 5.3 Landlord's Rights to Terminate Ground Lease for Failure to Construct.

(a) In the event Tenant does not Commence Construction (as defined in the Redevelopment Agreement) of the DCFA Improvements within sixty (60) days of receipt of the Site Work Completion Notice (the “Outside Commencement Date”), the Landlord shall have the remedies as set forth in the Redevelopment Agreement, which may include the right to terminate this Ground Lease upon not less than thirty (30) days prior written notice to Tenant, with opportunity to cure as set forth in the Redevelopment Agreement.

(b) In the event that the DCFA Improvements are not Substantially Completed (as defined in the Redevelopment Agreement) on or before DCFA Improvements Completion Date (as defined in the Redevelopment Agreement), the Landlord shall have the remedies as set forth in this Ground Lease and the Redevelopment Agreement.

Section 5.4 Ownership of DCFA Improvements. Tenant shall, during the entire term of this Ground Lease, own the Improvements (including fixtures and personal property) constructed or placed upon the Leased Premises by or for Tenant. Tenant covenants and agrees, at the expiration or earlier termination of this Ground Lease, whether by limitation, forfeiture or otherwise, to quit, surrender and deliver to the Landlord possession of the Leased Premises with

the DCFA and any other improvements thereon, if any (excluding any personal property), free from any payment therefor and free and clear of any liens or encumbrances arising through Tenant or any subtenant, in good condition and repair, ordinary wear and tear and damage by casualty excepted, all of which, if any, shall become and remain the property of the Landlord from and after such termination.

Section 5.5 Permits and Licenses. Tenant, at its own cost and expense, shall apply for and prosecute with reasonable diligence, all necessary permits and licenses required for any maintenance, construction or repair by Tenant; provided, however, Landlord shall be responsible for obtaining any required land disturbance permits and other licenses or permits necessary for the completion of the City Improvements (as defined in the Redevelopment Agreement) at Landlord's sole cost and expense. Landlord, without cost or expense to itself, and without incurring any liability or waiving any rights, shall cooperate with Tenant in securing building and other permits and authorizations necessary from time to time for any construction, alteration(s) or other work permitted to be done by Tenant under this Ground Lease, but such cooperation by Landlord shall not be construed as consent to the filing of a construction lien or a notice of intention to file a construction lien or any claim relating thereto.

Section 5.6 Alterations.

(a) After Substantial Completion of the DCFA Improvements pursuant to the terms and conditions of the Redevelopment Agreement, Tenant may, from time to time at its sole expense, make alterations or improvements in and to the Leased Premises (hereinafter collectively referred to as "Alterations"), without Landlord's consent, provided that: (i) such Alterations shall not be vertical improvements, (ii) such Alterations shall not materially deviate from the Site Plan, including without limitation adding surface parking; (iii) such Alterations are necessary and appropriate, in Tenant's reasonable and good faith determination, for utilization in connection with Tenant's Permitted Use, (iv) such Alterations shall not cause the demolition, dismantling, razing, destroying or wrecking of any material portion of the Improvements; (v) such Alterations shall not limit or restrict public access to such portions of the Leased Premises or the Improvements originally designed for public access; and (vi) Tenant complies with the terms and conditions of this Ground Lease and requirements of the Deed, including without limitation Article 9. Any other Alterations shall require the prior written consent of Landlord which may be withheld in its sole discretion.

(b) Before proceeding with any Alterations, Tenant shall (i) at Tenant's expense, obtain all necessary governmental permits and certificates for the commencement and prosecution of Alterations; (ii) if Landlord's consent is required for such Alteration, submit to Landlord, for its written approval, working drawings, plans and specifications and all permits for the work to be done and Tenant shall not proceed with such Alterations until it has received Landlord's approval; (iii) cause those contractors, materialmen and suppliers engaged to perform the Alterations to maintain policies of as required in Section 9.2; (iv) cause the Alterations to be constructed, installed and performed in compliance with (a) all applicable permits and requirements of public authorities, (b) any present and future laws, ordinances, orders, rules, regulations and requirements of the federal, state, county and municipal governments, any applicable governmental authority or body, or any of the respective departments, bureaus, boards, commissions and officials thereof (the "Laws"), and (c) the Permitted Exceptions and

any other any restrictions encumbering the Premises, as evidenced by a document recorded against the Leased Premises (as well as any other real property); and (v) cause the Alterations to be diligently performed in a good and workmanlike manner, using materials and equipment at least equal in quality and class to the DCFA Improvements. Upon the completion of any Alterations, Tenant shall provide Landlord with “as built” plans (with respect to vertical improvements), if Tenant procures such as-built plans; copies of all construction contracts, governmental permits and certificates and proof of payment for all labor and materials, including, without limitation, copies of paid invoices and final lien waivers.

Section 5.7 Environmental Issues.

(a) “Environmental Requirements” shall mean all present and future Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including those related to Hazardous Materials (defined below) or wastes, air emissions and discharges to waste or public systems.

(b) “Hazardous Materials” shall mean any substance which is or contains (i) any “hazardous substance” as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.) (“CERCLA”) or any regulations promulgated under or pursuant to CERCLA; (ii) any “hazardous waste” as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) (“RCRA”) or regulations promulgated under or pursuant to RCRA; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. §2601 et seq.); (iv) gasoline, diesel fuel, or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or non-friable; (vi) polychlorinated biphenyls; (vii) radon gas; (viii) any additional substances, chemicals, vegetation, or materials which are now or hereafter classified, regulated or considered to be toxic, explosive, corrosive, flammable, radioactive, carcinogenic, dangerous or otherwise hazardous under the common law or exposure to which is prohibited, limited, or regulated by any federal, state, county, regional, local, or other governmental authority; and/or (xi) any substance, the presence of which on the Leased Premises, (A) requires reporting, investigation or remediation under Environmental Requirements; (B) causes or threatens to cause a nuisance on the Leased Premises or adjacent property or poses or threatens to pose a hazard to the health or safety of persons on the Leased Premises or adjacent property; or (C) which, if it emanated or migrated from the Leased Premises, could constitute a trespass.

(c) Tenant shall not cause or permit any Hazardous Materials to be brought upon, handled, discharged, abated, stored, cultivated, treated, deposited, transported, disposed, used, generated, or released on or about the Leased Premises. The previous provision to the contrary notwithstanding, Landlord agrees that the use of household cleaners and other chemicals in standard retail containers as are commonly and lawfully sold by supermarkets, discount stores, and/or drugstores shall be permitted. Additionally, Landlord agrees that Tenant or its subtenants may use such household cleaners and chemicals to maintain the Leased Premises, provided that in doing so, Tenant complies with all applicable Environmental Requirements. At all times during the Term, Tenant shall comply, and shall cause each Tenant

Party to comply, in all material respects with all Environmental Requirements. Tenant shall take no action nor permit any Tenant Party to take any action in violation of any Environmental Requirements,

(d) Tenant covenants to remove from the Leased Premises, at its sole cost and expense, any and all Hazardous Materials which are brought upon, handled, discharged, abated, stored, cultivated, treated, deposited, transported, disposed, used, generated, or released into the environment or disposed of on, in, or under the Leased Premises during the Term and to restore such portions of the Leased Premises to substantially the same condition it was in on the Effective Date, normal wear and tear excepted (including, without limitation, to the extent required hereunder restoring asphalt or concrete surfaces, cleaning such surfaces, removing and replacing any stained or contaminated soil, asphalt or concrete surfaces).

(e) To the fullest extent permitted by law, Tenant hereby agrees to indemnify, defend and hold harmless Landlord and each of its officers, directors, officials, employees, agents, attorneys, representatives, members and any other persons acting on behalf of Landlord and the successors and assigns of any of the preceding (each, a "Landlord Party") from and against any and all liabilities, claims, suits, damages, demands, judgments, actions, or causes of action, assessments, losses, rights, compensation, taxes, fines, penalties, costs, and expenses (including but not limited to, court costs, reasonable expert witness fees and attorney's fees) sustained or incurred by such indemnified party arising out of or resulting from (a) Tenant's breach of any provision in this Ground Lease, (b) actions or activities under this Ground Lease that result in a violation of any Environmental Requirement, (c) any environmental, health and safety liabilities arising out of or relating to Tenant's operations or other activities performed in connection with this Ground Lease, or (d) any bodily injury (including illness, disability and death, regardless of when any such bodily injury occurred, was incurred or manifested itself), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any person in any way arising from or allegedly arising from any hazardous activity conducted by Tenant or any Tenant Party, or (e) the presence or release of Hazardous Materials on, in, or under the Leased Premises that have been introduced to the Leased Premises or exacerbated by Tenant or any Tenant Party during the Term. This indemnification includes, without limitation, any and all costs incurred in connection with any investigation of site conditions or any clean up, remedial, removal, restoration or monitoring work required by any Laws or Environmental Requirements. Tenant, at Tenant's expense, agrees to employ legal counsel chosen by Landlord to defend any action against Landlord for which any claim shall be made for injuries or damages commenced against Landlord by reason of the foregoing. Nothing contained in this Section 5.7 shall be construed as a waiver, expansion, or alteration of the Landlord's sovereign immunity beyond the limitations stated in Section 768.28, Florida Statutes. Nothing contained in this Section 5.7 shall be construed as a waiver, expansion, or alteration of the Tenant's sovereign immunity. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to this Agreement or otherwise. This indemnity is in addition to the indemnities set forth elsewhere in this Ground Lease, the Redevelopment Agreement and/or any other agreements contemplated thereby.

(f) Notwithstanding anything to the contrary in this Ground Lease: (i) Tenant shall not install, and shall not cause or permit to be installed, any underground storage tanks or

any other subsurface structures at, on or under the Leased Premises without the prior written consent of Landlord; (ii) Tenant shall not undertake and shall not cause or permit to be undertaken, any activity at, on, or under the Leased Premises that could reasonably be expected to discover or exacerbate the presence or release of any Hazardous Materials that existed at, on, or under the Leased Premises as of the Effective Date; and (iii) Tenant shall not undertake and shall not cause or permit any other person to undertake, any invasive sampling of any environmental media, including any soil, groundwater, surface water or sediment, without the prior written consent of Landlord.

(g) Tenant shall immediately notify Landlord of any violation of this Section 5.7 or of any Environmental Requirement which Tenant becomes aware of during the Term.

(h) Tenant, on behalf of itself and its heirs, successors and assigns hereby waives, releases, acquits and forever discharges Landlord and each Landlord Party, of and from any and all liabilities, claims, suits, damages, demands, judgments, actions, or causes of action, assessments, losses, rights, compensation, taxes, fines, penalties, costs, and expenses (including but not limited to, court costs, reasonable expert witness fees and attorney's fees) whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Tenant or any of its heirs, successors or assigns now has or which may arise in the future on account of or in any way related to or in connection with any past, present, or future physical characteristic or condition of the Leased Premises including, without limitation, any Hazardous Materials in, at, on, under or related to the Leased Premises, or any violation or potential violation of any Environmental Requirement applicable thereto. This release shall survive the expiration or earlier termination of this Ground Lease.

(i) This Section 5.7 shall survive the expiration or earlier termination of this Ground Lease.

ARTICLE 6
RESERVED

ARTICLE 7
MAINTENANCE AND REPAIR

Section 7.1 Maintenance and Repairs.

(a) Tenant at its sole expense, shall, keep, maintain, repair and replace all exterior and interior portions of the Leased Premises and all components thereof and thereon, including without limitation the DCFA Improvements, all furnishings, equipment, fixtures and machinery situated therein, all doors, door frames, windows, window frames, plate glass, plumbing, mechanical systems, heating and air conditioning, electrical systems, sprinkler systems, fire suppression systems, structural components, roof system and components, walls, floors, floor coverings, and ceilings, landscaping, signage, pavement, sidewalks, parking facilities, lighting, curbs, roads, driveways, grass parking areas, stormwater improvements, lighting, gravel roads and all other improvements located within the fenced area (inclusive of the fence itself) delineated as the "Fairgrounds Maintenance Parcel" on Exhibit F attached hereto

(the “Tenant Maintenance Area”), as necessary to keep all of the foregoing in good condition and repair and in compliance with all Laws. Further, the Tenant shall repair, replace and renovate the Leased Premises and DCFA Improvements as often as necessary to keep them in good repair and condition and in compliance with all Laws. Without limiting the foregoing, all landscaping on the Leased Premises shall comply with the standards of the City of Jacksonville established from time to time. Tenant, at its sole expense, shall keep all of the Leased Premises in a clean, sanitary, safe order and free of accumulations of dirt, rubbish and debris. In connection herewith, Tenant, at its sole expense, may employ operating services sufficient to perform its duties and obligations as herein set forth herein. Tenant shall promptly, at Tenant's own expense, make, or cause to be made, all necessary repairs, renewals and replacements, interior and exterior, structural and non-structural, of the Leased Premises. For clarity, except as expressly set forth in Section 7.1(b), Landlord shall have no obligation to make any repairs or improvements of any kind and no obligation to expend any monies for the maintenance, repair, or replacement of the Leased Premises, the Improvements thereon, or any component thereof.

(b) Landlord at its sole expense, shall, keep, maintain, repair and replace all landscaping, signage, pavement, parking facilities, lighting, sidewalks, curbs and driveways, and stormwater facilities as the same relate to the City Improvements as to the all areas of the Leased Premises but exterior to the Tenant Maintenance Area, together with all of the same elements located on the Parking Lots, as necessary to keep all of the foregoing in good condition and repair and in compliance with all Laws. Further, the Landlord shall repair, replace and renovate the foregoing as often as necessary to keep them in good repair and condition and in compliance with all Laws. Without limiting the foregoing, all landscaping on the Parking Lots shall comply with the standards of the City of Jacksonville established from time to time. Landlord, at its sole expense, shall keep the Parking Lots and the Leased Premises outside of the Tenant’s Maintenance Area in a clean, sanitary, safe order and free of accumulations of dirt, rubbish and debris.

Section 7.2 Waste. Tenant covenants not to do or suffer to be done, any waste, damage or injury to the Leased Premises, Improvements or any improvements, machinery, fixtures or equipment of Tenant situated thereon.

ARTICLE 8
DAMAGE OR DESTRUCTION; CONDEMNATION

Section 8.1 Reserved.

Section 8.2 Fire or Other Casualty.

(a) If any building or other improvements now or hereafter situated on the Leased Premises should at any time during the Term of this Ground Lease be damaged or destroyed, the Tenant shall diligently restore and rebuild the same as nearly as possible to the condition they were in immediately prior to such damage or destruction (including fixtures, trade fixtures, furniture and furnishings) or build replacement improvements according to such modified plans as shall be approved in writing by Landlord. The work of repair and restoration shall be commenced by Tenant as soon as reasonably possible, with due consideration given to, among other things, clearing of damaged portions of the Leased Premises and site preparation,

adjustment of insurance claims, redesign, rebidding and re-permitting, obtaining a new loan or loans for construction or repair; provided that, in any event, Tenant shall commence such repairs and restoration no later than the date which is one hundred twenty (120) days after the date of damage or destruction (the "Outside Casualty Repair Commencement Date"). Tenant shall proceed diligently to commence and complete repairs and restoration notwithstanding the fact that the amount of proceeds of any insurance policies covering the loss shall be insufficient to reimburse Tenant therefor. Once construction has commenced, Tenant shall proceed diligently and continuously thereafter to complete the construction or repair within three hundred sixty (360) days after the date of damage or destruction, subject to reasonable delays due to Force Majeure Events. The previous provisions to the contrary notwithstanding, in the event that the Leased Premises are damaged by fire or other casualty (i) and the cost of repair or replacement exceeds fifty percent (50%) of the replacement value of the Leased Premises, or (ii) occurs in the last two (2) years of the Term, Tenant may elect to terminate this Ground Lease within ninety (90) days of such casualty. If Tenant elects to terminate, the Tenant shall cause the remaining Improvements to be razed and Tenant shall infill any holes or areas of the Leased Premises, including compaction, such that the Leased Premises is on grade with the abutting public rights of way. In the event of termination of this Ground Lease, the Landlord shall be entitled to any insurance proceeds for the Improvements up to the amount of any grants or other funds provided by Landlord for the construction of the Improvements, and Tenant shall be entitled to retain the remainder of such insurance proceeds.

(b) Except as otherwise herein provided, in the event of any damage by casualty as aforesaid, the terms of this Ground Lease shall be otherwise unaffected and Tenant shall remain and continue liable for the payment of Base Rent and other charges hereunder as though no casualty had occurred.

(c) Landlord shall, at Tenant's cost and expense and without any waiver of rights, reasonably cooperate with Tenant to obtain the largest possible recovery on all applicable policies of fire and extended coverage insurance, and all such policies shall provide that proceeds be paid to Landlord and Tenant in trust, as provided above.

Section 8.3 Securing Leased Premises. In the event of a casualty, the Tenant shall immediately take the commercially reasonable steps to secure the Leased Premises and remove any safety hazards on the Leased Premises as a result of such casualty.

Section 8.4 Condemnation

(a) Separate Awards. In the event of any taking or condemnation by any competent authority for any public or quasi-public use or purpose (a "Condemnation") of any interest in the Leased Premises, then the court in such condemnation proceedings shall, if not prohibited by law, be requested to make separate awards to Landlord and Tenant, so that: (i) Landlord receives the award for its fee simple interest in and to the Leased Premises and Landlord's interest in this Ground Lease (including, without limitation, a fair market rent component of the leasehold estate and reversionary interest in the Improvements), subject to the leasehold estate of Tenant therein; and (ii) Tenant receives the award for the leasehold estate and its ownership in fee simple of the Improvements (subject to the reversionary interest of Landlord upon the expiration of the Lease Term). If such court is prohibited by law from making separate awards to Landlord and Tenant,

or declines to do so, then the award in such condemnation proceedings shall be divided between Landlord and Tenant so that each receives the amount it would have received if separate awards had been made pursuant to Section 8.4(a).

(b) Total Condemnation. If all of the Leased Premises is condemned pursuant to a Condemnation, or so much thereof that the remainder is unsuitable, in Landlord's reasonable opinion, for use by Tenant for Tenant's Permitted Use, or if any portion of the Leased Premises is condemned pursuant to a Condemnation at a time when the remaining Term is so limited as, in Landlord's reasonable opinion, to render restoration or repair of the remainder uneconomical or unfeasible, then this Ground Lease shall terminate as of the date that title to the Leased Premises is vested in the condemning authority, and the Base Rent attributable to the Leased Premises shall cease and be abated for the entire unexpired portion of the Term. Any such termination of this Ground Lease pursuant to this Section 8.4(b) shall result in a division of the award between Landlord and Tenant as provided in Section 8.4(a).

(c) Partial Condemnation or Temporary Condemnation. If only a part of the Leased Premises is condemned pursuant to a Condemnation and if the remainder is, in Landlord's reasonable opinion, suitable for use by Tenant for Tenant's Permitted Use, then the award shall be apportioned as set forth in Section 8.4(a), this Ground Lease shall remain in full force and effect as to that portion of the Leased Premises not taken, but the Base Rent shall be reduced during the unexpired portion of the Lease Term to such amount as may be fair and equitable under the circumstances, giving due consideration to the amount of Base Rent formerly payable hereunder, the portion of the Leased Premises taken, and the value and utility of the remainder of the Leased Premises. If a Condemnation occurs which does not extend beyond the Term so that Landlord's interest is unaffected thereby (such a Condemnation is herein referred to as "Temporary Taking"), the Term shall not be reduced or affected in any way and Tenant shall continue to pay in full Base Rent, without reduction or abatement, in the manner and at the times herein specified. Except only to the extent that Tenant is prevented (either legally or as a practical matter) from so doing pursuant to the terms of the order of the condemning authority, Tenant shall continue to perform and observe all of the other covenants, agreements, terms and provisions of this Ground Lease as though such taking had not occurred. Notwithstanding any provision of Section 8.4 to the contrary, in the event of any such Temporary Taking, Tenant shall be entitled to receive the entire amount of any Condemnation award made for such Temporary Taking whether such award is paid by way of damages, rent or otherwise; provided, however, if the period of temporary use or occupancy shall extend beyond the date of the expiration of the Term, such Condemnation award shall be prorated between Landlord and Tenant as of such date of expiration pursuant to the terms of Section 8.4(a).

(d) Tenant's Restoration. If the Improvements are affected by Condemnation, and if this Ground Lease is not terminated as a result thereof, Tenant shall repair or restore the remainder of the Improvements to a functional unit to the extent physically and economically practical and feasible under the circumstances with reasonable speed at the expense of Tenant, subject to Force Majeure Events. The work of repair and restoration shall be commenced by Tenant as soon as reasonably possible, but no later than the date which is one hundred twenty (120) days after the date of Condemnation (the "Outside Condemnation Repair Commencement Date"). Tenant shall proceed diligently to commence and complete repairs and restoration notwithstanding the fact that the amount of proceeds of any condemnation award shall be

insufficient to reimburse Tenant therefor. Once construction has commenced, Tenant shall proceed diligently and continuously thereafter to complete the construction or repair within three hundred sixty (360) days after the date of Condemnation, subject to reasonable delays due to Force Majeure Events.

(e) Landlord Termination Option. Upon Condemnation for which there is no termination of this Ground Lease, if Tenant has not commenced restoration within six (6) months after the date of the judgment, decree or other vesting event regarding the Condemnation (subject to extension for Force Majeure Events), same shall be an Event of Default and Landlord shall have the option to terminate this Ground Lease upon written notice to Tenant given within sixty (60) days after the expiration of the six (6) month period following the date of the judgment, decree or other vesting event regarding such Condemnation (as extended for Force Majeure Events).

ARTICLE 9 INSURANCE

Section 9.1 Covenant to Insure. Tenant covenants and agrees, at its sole cost and expense, from the Effective Date and continuing throughout the Term of this Ground Lease, to obtain, keep and maintain in full force and effect the insurance set forth on Exhibit C attached hereto and incorporated herein by reference.

Section 9.2 Contractor Insurance. Tenant shall require any contractor of Tenant performing work on the Leased Premises to take out and keep in force, at no expense to Landlord, and listing Landlord and its members, officers, directors, employees, representatives, and agents as an additional insured, the insurance coverages set forth on Exhibit D attached hereto and incorporated herein by reference.

ARTICLE 10 COMPLIANCE WITH LAWS; USE

Section 10.1 Compliance with Redevelopment Agreement. Tenant covenants and agrees that, from and after the Effective Date of this Ground Lease, Tenant shall promptly comply with all terms and conditions set forth in the Redevelopment Agreement, the terms of which are incorporated herein by reference.

Section 10.2 Compliance with Laws. Tenant covenants and agrees that, from and after the Effective Date of this Ground Lease, Tenant shall promptly comply with all Laws with respect to the condition of the Leased Premises and/or the Improvements, and/or Tenant's Permitted Use and occupancy thereof, as amended from time to time, including without limitation, the requirements of the Americans with Disabilities Act or 1990, 42 U.S.C. 12101 et seq., and all regulations and guidelines related thereto.

Section 10.3 Contest of Laws. Tenant shall have the right to contest by appropriate legal proceedings, which shall be conducted diligently and in good faith in the name of Tenant, and without cost, expense or liability to Landlord, the validity or applicability of any law, ordinance, order, rule or regulation of the nature hereinabove referred to, and Tenant shall have the right to delay observance thereof and compliance therewith until such contest is finally

determined and is no longer subject to appeal; provided, however, that observance and compliance therewith, pending the prosecution of such proceeding, may be legally delayed without subjecting Landlord to any criminal or civil liability or fine. Landlord agrees, at Tenant's sole cost and expense, to execute and deliver any documents or instruments reasonably requested by Tenant which may be necessary and appropriate to permit Tenant so to contest the validity of application of any such law, ordinance, order, rule, regulation or requirement, provided that none of the foregoing do or could result in any cost, expense or liability to Landlord or waiver of rights of Landlord.

Section 10.4 Fair Association. Tenant represents and warrants to Landlord it is organized under Chapter 616, Florida Statutes as a "fair association" and that at all times from the Effective Date through the expiration of the Term, Tenant is and shall remain an association not for profit incorporated under Chapter 616, Florida Statutes for the sole purpose of conducting and operating public fairs or expositions.

Section 10.5 Use of Leased Premises. The Leased Premises shall be used for the operation of the Greater Jacksonville Agricultural Fair (the "Fair"), which may include charging admission, the sale of food, beverages, and alcohol, together with related uses consistent with the operation of the Fair as historically conducted by the Tenant (including without limitation, livestock and horticultural shows, exhibitions, ticketed shows/concerts, and venue rentals), all subject to the terms and conditions of this Ground Lease, the Deed, and all applicable Laws including, without limitation, Chapter 616, Florida Statutes, (collectively, "Tenant's Permitted Use"). Landlord makes no representation or warranty that any of Tenant's proposed uses are consistent with the use restrictions and other requirements of the Deed. Any change in the use of the Leased Premises shall be subject to the prior written consent of Landlord (and, if applicable, the Grantor under the Deed), which consent (as to Landlord) shall not be unreasonably withheld, conditioned or delayed.

Section 10.6 Operating Covenant. Tenant understands and agrees that the operation of the Fair and the Tenant's programming of outdoor activities and events on the Leased Premises that are accessible to the public are material inducements to Landlord's agreement to lease the Leased Premises to Tenant pursuant to the terms and conditions of this Ground Lease. Tenant agrees to operate the Fair on the Leased Premises at least once per year during the Term. Notwithstanding the foregoing and for avoidance of doubt, Landlord shall not prohibit Tenant from charging general admission fees to the Fair and for any and all other events held on the Leased Premises, provided however, that all such events and activities are within Tenant's Permitted Use.

ARTICLE 11

ASSIGNMENT AND SUBLETTING; TRANSFERS BY LANDLORD

Section 11.1 Right to Sublet. Tenant shall not have the right, without the Landlord's prior written consent, which may be withheld at Landlord's sole discretion, to sublet all or any portion or portions of the Leased Premises; provided that, Tenant may, without Landlord's consent, enter into venue use agreements and temporary license agreements with concessionaires or vendors (collectively, "Facility Users") for short-term events in connection with Tenant's Permitted Use. Any such agreement in excess of fourteen (14) days shall require the prior written

consent of Landlord, not to be unreasonably withheld, conditioned or delayed. Such agreements shall comply fully with all terms and conditions of this Ground Lease and the Deed and such requirement shall be expressly stated in all agreements with such parties. Any such sublease and license shall be expressly subject to the terms and conditions of this Ground Lease and such sublease or license does not alter, change or otherwise adversely affect any of Landlord's rights and privileges granted hereunder or extend beyond the Term of this Ground Lease. Unless otherwise specifically agreed by Landlord in writing, no subletting or licensing shall relieve Tenant of any liability or obligation hereunder.

Section 11.2 No Right to Assign. Tenant shall not have the right to assign this Ground Lease without the prior written consent of the Landlord, which consent may be withheld in Landlord's sole and absolute discretion.

Section 11.3 Assignment of an Interest in Tenant. For purposes of this Ground Lease, the sale, transfer, conveyance, or assignment of all or a portion of the entity constituting Tenant shall be deemed an assignment of this Ground Lease for the purposes of Section 11.2 hereof.

Section 11.4 Naming and Signage Rights. Tenant may enter into agreements granting naming or other signage rights with respect to the DCFA Improvements or portions thereof (each a "Signage Agreement"); provided that, the form of each Signage Agreement and name shall be subject to Landlord's prior written approval, such approval not to be unreasonably withheld, conditioned or delayed, and shall be expressly subject to the terms and conditions of this Ground Lease. No Signage Agreement shall alter, change or otherwise adversely affect any of Landlord's rights and privileges granted hereunder or extend beyond the Term of this Ground Lease and all naming and signage rights thereunder shall expire immediately upon the expiration or earlier termination of the Term.

Section 11.5 Transfers by Landlord.

(a) Landlord's Right to Convey. Landlord may sell or transfer its fee interest in the Leased Premises at any time without the consent of Tenant, but any sale shall be subject to rights of Tenant under this Lease.

(b) Release of Landlord. Upon any sale or transfer of the fee estate, Landlord shall be automatically freed and relieved from all liability (excluding liability previously accrued) for performance of any covenants or obligations to be performed by Landlord after the sale or transfer. This Ground Lease shall bind Landlord only while Landlord owns the fee estate, except as to any liabilities and obligations accrued before the date of transfer of the fee estate.

ARTICLE 12 INDEMNITY

Tenant covenants and agrees, and will require any subtenant to covenant and agree, that neither Landlord nor any Landlord Party shall be liable for any injuries or damages to persons or property from any cause whatsoever by reason of the use, occupation, control or enjoyment of the Leased Premises by Tenant or such subtenant, or its agents or employees or any person entering thereon for any reason, or invited, suffered or permitted by Tenant or such subtenant to go or be thereon, or holding under Tenant or such subtenant at any time during the term of this

Ground Lease, including, without limitation, any subtenant or assignee. Tenant will indemnify, defend and hold Landlord and each Landlord Party harmless from and against any and all liabilities, claims, suits, damages, demands, judgments, actions, or causes of action, assessments, losses, rights, compensation, taxes, fines, penalties, costs, and expenses (including but not limited to, court costs, reasonable expert witness fees and attorney's fees) caused by Tenant, any Tenant Party, any breach of any covenant, obligation, representation or warranty made by Tenant in this Ground Lease, or the use of the Leased Premises during the Term. Tenant and each Tenant Party will, jointly and severally, indemnify and hold Landlord harmless from and against any and all liabilities, claims, suits, damages, demands, judgments, actions, or causes of action, assessments, losses, rights, compensation, taxes, fines, penalties, costs, and expenses (including but not limited to, court costs, reasonable expert witness fees and attorney's fees) caused by a subtenant or caused by subtenant's breach of this Ground Lease. The injuries and damages referred to herein shall include, without limiting the generality of the preceding provisions, injuries, damages and construction liens arising directly or indirectly out of any demolition, disposal of debris, repairs, restoration, reconstruction, changes, alterations and construction which Tenant or any subtenant may make or cause to be made upon the Leased Premises or any portion thereof. Tenant, at Tenant's expense, agrees to employ legal counsel chosen by Landlord to defend any action against Landlord for which any claim shall be made for injuries or damages commenced against Landlord by reason of the foregoing. In addition to the foregoing, the terms and conditions set forth on Exhibit E, are incorporated herein by reference as if fully set forth herein and shall be in addition to and not in lieu of the foregoing indemnities. The indemnities set forth in this Article 12 are in addition to the indemnities set forth elsewhere in this Ground Lease, the Redevelopment Agreement and/or any other agreements contemplated thereby.

Nothing contained in this Article 12 shall be construed as a waiver, expansion, or alteration of the Landlord's sovereign immunity beyond the limitations stated in Section 768.28, Florida Statutes. Nothing contained in this Article 12 shall be construed as a waiver, expansion, or alteration of the Tenant's sovereign immunity. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to this Agreement or otherwise. This Article 12 shall survive the termination or expiration of this Ground Lease.

ARTICLE 13 UTILITIES

Tenant shall pay before delinquency all charges for gas, water, electricity, light, heat or power, telephone or other communication service, sewer, trash removal, cable and all other services or utilities used in, upon or about the Leased Premises by Tenant or any of its contractors, subcontractors, employees, subtenants, licensees, invitees, subtenant or assignees. Tenant shall also obtain, or cause to be obtained, without cost to Landlord, any and all necessary permits, licenses or other authorizations required for the lawful and proper installation and maintenance upon the Leased Premises of wires, pipes, conduits, tubes and other equipment, appliances and infrastructure for use in supplying any service to and upon the Leased Premises.

Tenant shall be responsible, at Tenant's sole expense, for negotiating, subject to Landlord's approval, not to be unreasonably withheld, (i) any easements on the Leased Premises as the Tenant may deem reasonably necessary to install, provide and maintain all utilities to and

serving only the Leased Premises, including easements to utility companies and/or the municipal authorities having jurisdiction thereof, and (ii) any necessary modifications of existing utility easements as Tenant may reasonably request so as to remove, terminate or relocate certain easements from their present locations to the perimeter or boundaries of the Leased Premises in order to avoid or reduce interference with the erection of the Buildings or Improvements and the continued use thereof. Landlord shall, promptly upon request, execute in recordable form such instruments granting such easements or modifications to existing easements as may be requested by Tenant, as prepared and obtained by Tenant, in all cases in forms satisfactory to Landlord, in Landlord's sole and absolute discretion.

ARTICLE 14 DEFAULT

Section 14.1 Events of Default By Tenant. Each of the following shall be deemed an "Event of Default" under this Ground Lease:

(a) If the Tenant shall default in payment of Rent or in the payment of other charges as such shall become due on the date(s) provided for in this Ground Lease, and if such default shall continue for a period of ten (10) days after receipt by Tenant of written notice of said nonpayment; or

(b) If Tenant shall default or fail in the performance of a covenant or agreement on its part to be performed in this Ground Lease, and such default shall not have been cured for a period of ninety (90) days after receipt by Tenant of written notice of said default from Landlord; provided, however, that if such default or failure cannot, with due diligence, be cured within ninety (90) days, Tenant shall have an additional period (not to exceed one hundred eighty (180) days) as may be necessary to cure the same provided that Tenant continuously proceeds with due diligence to complete such cure (it being intended that at any time Tenant is not continuously proceeding with due diligence to complete such cure it shall be an immediate Event of Default);

(c) If Tenant has not Commenced Construction (as defined in the Redevelopment Agreement) of the DCFA Improvements on or before the Outside Commencement Date;

(d) If Tenant shall default under the Redevelopment Agreement or any other agreement with the City contemplated thereby, which default is not cured within any applicable cure periods; or

(e) If Tenant shall cease to be a not for profit "fair association" incorporated under Chapter 616, Florida Statutes for the sole purpose of conducting and operating public fairs or expositions; or

(f) If the Tenant shall be adjudged to be insolvent; or

(g) If a receiver or trustee shall be appointed for the aforesaid Tenant's property and affairs; or

(h) If the Tenant shall make an assignment for the benefit of creditors or shall file a voluntary petition under the state or federal bankruptcy laws or be adjudicated a bankrupt or shall make application for the appointment of a receiver; or

(i) If the filing of a petition against Tenant seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, receiver or liquidator of Tenant, unless the petition shall be dismissed within sixty (60) days after the filing, but in any event prior to the entry of a final order, judgment or decree approving such petition; or

(j) If any execution or attachment shall be issued against the Tenant or any of the Tenant's property, whereby the Leased Premises or any building or buildings or any improvements thereon, including without limitation the Improvements, shall be taken or occupied or attempted to be taken or occupied by someone other than the Tenant, except as may be herein permitted and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded within sixty (60) days after the issuance of same.

(k) If Tenant shall fail to (1) commence the repair and restoration required pursuant to Section 8.6 of this Ground Lease on or before the Outside Condemnation Repair Commencement Date, or (2) proceed diligently and continuously to complete the construction of such repair or restoration as required pursuant to Section 8.4 of this Ground Lease.

(l) If Tenant shall fail to (1) commence the repair and restoration required pursuant to Section 8.4 of this Ground Lease on or before the Outside Casualty Repair Commencement Date, or (2) proceed diligently and continuously to complete the construction of such repair or restoration required pursuant to Section 8.4(a) of this Ground Lease.

Section 14.2 Remedies for Tenant Default. If an Event of Default shall occur hereunder, Landlord shall have all remedies available to it at law or in equity, and it shall and may be lawful for the Landlord, at its option, by summary proceedings or by any other appropriate legal action or proceedings, to terminate this Ground Lease and to enter upon the Leased Premises or any part thereof and expel the Tenant or any person or persons occupying the Leased Premises and so to repossess and enjoy the Leased Premises. Subject to the provisions of this Ground Lease, at any time or from time to time after any such termination or expiration of this Ground Lease, Landlord may relet the Leased Premises or any part thereof in Landlord's own name, or otherwise, for such term or terms and with such options or extension or renewal (which may be greater or less than the periods which would otherwise have constituted the balance of the Term of this Ground Lease) and on such conditions as Landlord, in its discretion, may determine and may collect and receive the rentals therefor. In the event of such reletting, all rentals received by Landlord shall be applied first to the payment of any commercially reasonable costs or expenses of reletting incurred by Landlord, second to the payment of rental due and unpaid to Landlord hereunder; and the residue, if any, shall be held by Landlord and applied to any rental thereafter due Landlord under this Ground Lease. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Base Rent or

charges due to Landlord hereunder, or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions, and covenants herein contained.

Section 14.3 Landlord's Self-Help. In addition to Landlord's other remedies, if Tenant at any time fails to perform any of its obligations under this Ground Lease in a manner reasonably satisfactory to Landlord, Landlord shall have the right, but not the obligation, upon giving Tenant at least ten (10) business days' prior written notice of its election to do so (in the event of an emergency, no prior notice shall be required), to perform such obligations on behalf of and for the account of Tenant and to take all such action necessary to perform such obligations without liability to Tenant for any loss or damage that may result to Tenant's business by reason of the same. In such event, Landlord's costs and expenses incurred therein shall be paid for by Tenant, forthwith upon demand therefor with interest thereon from the date Landlord performs such work at the interest rate established by the State of Florida for judgments, as amended from time to time. The performance by Landlord of any such obligation shall not constitute a release or waiver of Tenant therefrom.

Section 14.4 Landlord Default. The following shall be deemed a "Landlord Default" under this Ground Lease:

(a) If the Landlord shall default or fail in the performance of this Ground Lease a material covenant or agreement on its part to be performed in this Ground Lease, and such default shall not have been cured for a period of sixty (60) days after receipt by Landlord of written notice of said default from Tenant; or

(b) If the Landlord shall default or fail in the performance of a material covenant or agreement on its part to be performed in this Ground Lease, and such default cannot, with due diligence, be cured within sixty (60) days, and Landlord shall not have commenced the remedying thereof within such period or shall not be proceeding with due diligence to remedy same (it being intended in connection with a default not susceptible of being cured by Landlord with due diligence within one hundred twenty (120) days, that the time within which to remedy same shall be extended for such period as may be necessary to complete same with due diligence).

Section 14.5 Remedies for Landlord Default. If a Landlord Default shall occur hereunder, Tenant shall have the following remedies:

(a) Judicial Proceeding. To bring suit for the collection of any amounts which may be due and payable by Landlord to Tenant hereunder for which Landlord may be in default, or to pursue judicial proceedings for specific performance by Landlord of its duties and obligations hereunder.

ARTICLE 15 FORCE MAJEURE

No party to this Agreement shall be deemed in default hereunder where such a default is based on a delay in performance as a result of war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualty, acts of God, acts of public enemy, epidemic, quarantine restrictions, freight embargo, shortage of labor or materials, interruption of utilities service, lack of

transportation, severe weather and other acts or failures beyond the control or without the control of any party that can be shown to directly affect such performance (collectively, a “Force Majeure Event”); provided, however, that the extension of time granted for any delay caused by any of the foregoing shall not exceed the actual period of such delay and shall be proximately caused by such Force Majeure Event, and in no event shall any of the foregoing excuse any financial liability of a party.

In the event of any delay or nonperformance resulting from such causes, the party affected shall notify the other in writing within seven (7) calendar days of the Force Majeure Event. Such written notice shall describe the nature, cause, date of commencement, and the anticipated impact of such delay or nonperformance, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected, and shall describe the actions taken to minimize the impact thereof.

ARTICLE 16 ESTOPPEL CERTIFICATES

Either Landlord or Tenant, without charge, at any time and from time to time (but no more frequently than twice per year), upon twenty (20) days written request by the other, shall certify, by written instrument, duly executed and acknowledged, to the other party, any third party mortgagees selected, or any purchaser, or any proposed mortgagee or proposed purchaser, or any proposed subtenant of the Tenant, or any other independent, unrelated, third party person, firm or corporation specified by the other party:

(a) that this Ground Lease is unmodified and in full force and effect, or, if there has been a modification, that the same is in full force and effect as modified, and stating the date and nature of such modification;

(b) the dates, if any, to which the Rent and other impositions and other charges hereunder have been paid in advance;

(c) to the certifying party’s knowledge, whether either party is or is not in default in the performance of any covenant, condition or agreement on its part to be performed, and the nature of such default, if any; and

(d) to the certifying party’s knowledge, whether any event has occurred which, with the passage of time, would constitute an event of default under this Ground Lease.

In the event any party requests more than two (2) estoppel certificates in any single calendar year, the non-requesting party shall be permitted to charge One Thousand and No/100 Dollars (\$1,000.00) for every such additional estoppel certificate requested during any calendar year. The foregoing estoppel certificate may be relied upon only by the designated recipient of such certification and not by either Landlord or Tenant against the certifying party unless the estoppel certificate is specifically addressed to the Landlord or Tenant.

ARTICLE 17
SIGNS

Tenant may, without cost or expense to Landlord, at any time and from time to time, place or permit to be placed signs and advertising matter in, on or about the Leased Premises and any buildings now or hereafter erected thereon, including the roof of any such buildings, and to remove them or permit them to be removed, provided same is done in full compliance with all Laws, the Redevelopment Agreement and the Final Plans and Specifications. Tenant covenants and agrees to indemnify, defend and hold Landlord and each Landlord Party harmless from any and all liabilities, claims, suits, damages, demands, judgments, actions, or causes of action, assessments, losses, rights, compensation, taxes, fines, penalties, costs, and expenses (including but not limited to, court costs, reasonable expert witness fees and attorney's fees), that may be sustained by anyone by reason thereof.

ARTICLE 18
LANDLORD CAPACITY

Tenant agrees and acknowledges that the terms and provisions of this Ground Lease constitute the Landlord's agreement solely as the fee owner of the Leased Premises and shall not be construed as a limitation on Landlord acting in any other capacity, including, without limitation, its regulatory capacity.

ARTICLE 19
DEPRECIATION

Tenant shall have the sole right, during the term of this Ground Lease, to take the depreciation deductions under the tax laws for any building or buildings, improvements, structures, changes, alterations and additions heretofore or hereafter erected on the Leased Premises.

ARTICLE 20
PERSONAL PROPERTY TAXES

Following commencement of the Term, Tenant shall pay, before delinquency, all personal taxes which shall at any time be assessed against the Leased Premises or any part or component thereof or taxable interest therein, including, without limiting the generality of the foregoing, all leasehold improvements and personal property located upon the Leased Premises and/or within the building(s) located thereon. It is the belief and intent of Landlord and Tenant that neither the Leased Premises, nor any portion thereof, shall be the subject of any imposition, levy or payment of ad valorem real property tax. If any such tax is payable, it shall be the sole obligation of Tenant.

ARTICLE 21
HOLDOVER

If the Tenant shall hold over as a Tenant after the expiration of the Term, then such tenancy shall constitute, and be construed as, at Landlord's option, a month to month tenancy or a tenancy at sufferance at a daily rental equal to one-thirtieth (1/30th) of an amount equal to, in

addition to Additional Rent, one hundred fifty percent (150%) of the then current fair market rental value of the Leased Premises. During such holdover period, Tenant agrees to vacate and deliver the Leased Premises to Landlord within twenty (20) days of Tenant's receipt of written notice from Landlord to vacate. Tenant agrees to pay the rental payable during the holdover period to Landlord on demand. No holding over by Tenant without the consent of Landlord will operate to extend the Term.

ARTICLE 22
PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Ground Lease or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Ground Lease, or the application of such term or provision to persons or circumstances other than those as to which this Ground Lease is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Ground Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 23
NOTICES

Whenever under the terms of this Ground Lease a notice is required, the same shall be accomplished in writing, by hand delivery (by local courier or otherwise), registered or certified mail, return receipt requested, postage prepaid, or by Federal Express, United Parcel Service or other reputable overnight courier, prepaid, addressed as follows:

To Landlord: City of Jacksonville
 117 W. Duval Street, Suite _____
 Jacksonville, Florida 32202
 Attn: _____

With a copy
to: City of Jacksonville
 Real Estate Division
 214 N. Hogan Street, 10th Floor
 Jacksonville, Florida 32202

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

To Tenant: Duval County Fair Association, Inc.
 510 Fairgrounds Place
 Jacksonville, Florida 32202
 Attn: Bill Olson, President

With a copy Milam Howard Nicandri & Gillam, P.A.
to: 14 E. Bay Street
 Jacksonville, Florida 32246
 Attn: G. Alan Howard, Esq.

or to such other address or addresses in the continental United States of America as any of the parties above mentioned shall designate by notice given in like manner.

ARTICLE 24
CAPTIONS

The captions of the Articles of this Ground Lease are solely for convenience and shall not be deemed a part of this instrument for the purpose of construing the meaning thereof, or for any other purpose.

ARTICLE 25
SURRENDER

Upon the expiration or earlier termination of this Ground Lease, Tenant shall promptly quit and surrender the Leased Premises.

ARTICLE 26
QUIET ENJOYMENT

Landlord agrees, covenants and warrants that as long as Tenant performs the agreements, terms, covenants and conditions of this Ground Lease within the applicable grace and cure periods, as the same may be extended for any unavoidable delays, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises for the entire Term hereby granted without disturbance by Landlord or by persons claiming by, through or under Landlord.

ARTICLE 27
NO WAIVER

No waiver of any consent or condition contained in this Ground Lease or of any breach of any such covenant or condition shall constitute a waiver of any subsequent breach of such covenant or condition by either party, or justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition hereof of either party.

ARTICLE 28
INTERPRETATION AND FORUM

This Ground Lease shall be construed in accordance with the laws of the State of Florida without regard to rules regarding conflicts and choice of laws. Whenever the contents of any provision shall require it, the singular number shall be held to include the plural number and vice versa. The neuter gender includes the masculine and the feminine. If either party institutes legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be Duval County, Florida or if in the United States District Court, then the Middle District of Florida.

ARTICLE 29
ATTORNEY'S FEES

In the event of any litigation between Landlord and Tenant with respect to any matter arising out of or in any way connected with this Ground Lease, the relationship of Landlord and Tenant, or Tenant's Permitted Use or occupancy of the Leased Premises, each party shall be responsible for its own attorneys' fees and costs and paralegals' fees and costs, whether incurred out of court, at trial, on appeal or in any arbitration, bankruptcy or administrative proceeding.

ARTICLE 30
WAIVER OF JURY TRIAL

LANDLORD AND TENANT SHALL AND DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS GROUND LEASE, INCLUDING, BUT NOT LIMITED TO MATTERS RELATING TO THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S PERMITTED USE OR OCCUPANCY OF THE LEASED PREMISES OR ANY EMERGENCY OR OTHER STATUTORY REMEDY.

ARTICLE 31
SUCCESSORS AND ASSIGNS

This Ground Lease and all obligations and rights hereunder shall inure to the benefit of, and be binding upon, Landlord and Tenant and their respective heirs, representatives, successors and assigns.

ARTICLE 32
MEMORANDUM OF GROUND LEASE; RECORDING

A memorandum of lease (a "Memorandum") in connection with this Ground Lease may be recorded or filed in the Official Records for Duval County, Florida, provided that Landlord has consented in writing to the form of Memorandum, which consent shall not be unreasonably conditioned, withheld or delayed.

ARTICLE 33
TIME OF THE ESSENCE; TIME PERIODS; UNAVOIDABLE DELAYS

Time is and shall be of the essence with respect to the respective duties and obligations of Tenant and Landlord as set forth in this Ground Lease. For purposes of all time requirements and limits hereunder, any time requirement reference to days other than "business days" shall mean actual "calendar days" which shall include each day after the day from which the period commences. All time requirements referenced as "business days" shall include each day after the day from which the period commences excluding any Saturday, Sunday or legal holiday in Jacksonville, Florida. If the final day of any such time period falls on a Saturday, Sunday or legal holiday in the jurisdiction where the Leased Premises is located, such period shall extend to 5:00 PM (local time for Duval County, Florida) on the first business day thereafter.

ARTICLE 34
BROKERS

Tenant represents that it has had no dealings with any brokers or agents in connection with this Ground Lease. Landlord represents that it has had no dealings with any brokers or agents in connection with this Ground Lease. Landlord and Tenant agree to defend, indemnify and hold the other harmless from any and all claims for compensation or commission in connection with this Ground Lease by any broker, agent, or finder claiming to have dealt with such indemnifying party. This indemnity shall survive the termination or expiration of this Ground Lease.

ARTICLE 35
LANDLORD RIGHT OF ENTRY

Landlord and persons authorized by Landlord shall have the right of entry and may enter the Leased Premises at all reasonable times upon reasonable advance notice (except in the case of an emergency in which case no prior notice is necessary) without charges, fees or rent abatement for the purpose of inspections, investigation, monitoring activities and other reasonable purposes; including, without limitation, any activities Landlord elects to undertake or the enforcement of Landlord's rights under this Ground Lease. Landlord shall use commercially reasonable efforts to enter the Leased Premises in a manner which does not interfere with Tenant's business; provided that, Landlord shall not be liable for inconvenience to or disturbance of Tenant by reason of any such entry. Provided, however, that such efforts shall not require Landlord to use overtime labor unless Tenant shall pay for the increased costs to be incurred by Landlord for such overtime labor. Landlord also shall have the right to enter the Premises at all reasonable times after giving prior oral notice to Tenant, to exhibit the Premises to any prospective purchaser. During the last twelve (12) months of the Term or in the Event of Default, Landlord also shall have the right to enter the Premises at all reasonable times after giving prior oral notice to Tenant, to exhibit the Premises to any prospective tenants.

ARTICLE 36
THIRD PARTY INTELLECTUAL PROPERTY

Tenant warrants, represents and agrees to save, defend, hold harmless and indemnify the Landlord and each Landlord Party from, for and against any and all liabilities, claims, suits, damages, demands, judgments, actions, or causes of action, assessments, losses, rights, compensation, taxes, fines, penalties, costs, and expenses (including but not limited to, court costs, reasonable expert witness fees and attorney's fees) however caused, for or on account of any software, metadata, system, hardware, design, device, material, program, trademark, trade name, trade dress, copyright, patented or unpatented invention, process or article manufactured, supplied, or used by or on behalf of Tenant or any Tenant Party in connection with the design, construction or installation of the Improvements or the use of the Leased Premises.

ARTICLE 37
RESERVED

ARTICLE 38
ENTIRE AGREEMENT

This Ground Lease contains the entire agreement of the parties hereto with respect to the letting and hiring of the Leased Premises described herein, and this Ground Lease may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto, their respective successor or assigns. Notwithstanding anything to the contrary herein, nothing in this Ground Lease shall be deemed to modify or diminish Landlord's rights or Tenant's obligations under the Redevelopment Agreement.

ARTICLE 39
RADON GAS DISCLOSURE

Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to person 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.

ARTICLE 40
COUNTERPARTS

This Ground Lease may be executed in two or more counterparts, each of which shall be deemed an original. The signatures to this Ground Lease may be executed on separate pages, and when attached to a counterpart of this Ground Lease shall constitute one complete document. Delivery of an executed counterpart by electronic transmission shall have the same effect as delivery of an original ink counterpart.

ARTICLE 41
MISCELLAENOUS

Section 41.1 Non-Discrimination. In conformity with the requirements of Section 126 Part 4, Jacksonville Ordinance Code, the Grantee represents and warrants to the DIA that Grantee has adopted and will maintain a policy of nondiscrimination, as defined by such ordinance, throughout the Term of this Agreement. The Grantee agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records by the executive director for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; provided, that the Grantee shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this Agreement. The Grantee agrees that, if any of the obligations of this contract are to be performed by a subcontractor, the provisions of subsections (a) and (b) of Section 126.404, Jacksonville Ordinance Code, shall be incorporated into and become a part of the subcontract.

Section 41.2 No Security. Tenant acknowledges and agrees that, notwithstanding anything to the contrary in this Ground Lease, Landlord is not providing any security services to

Tenant with respect to the Leased Premises or otherwise, and Landlord shall not be liable for, and Tenant hereby waives any and all claims against Landlord with respect to, any loss by theft or any other damage or injury suffered or incurred in connection with any unauthorized entry into the Leased Premises or any other breach of security with respect to the same.

Section 41.3 No Reliance. Notwithstanding anything to the contrary set forth in this Ground Lease, pursuant to Section 122.428, Ordinance Code of the City of Jacksonville, Tenant expressly acknowledges that it has not relied and will not rely upon any experience, awareness or expertise of Landlord or any Landlord Party, and neither Landlord nor any Landlord Party has made any representations or warranties, regarding (i) its authority to enter into this Ground Lease, (ii) the feasibility of Tenant's Permitted Use or the current or ongoing quality or conditions of the improvements or their suitability for Tenant's purposes, (iii) the competence or qualifications of any third party furnishing services, labor or materials whether or not City has approved the contract for the third party activities, (iv) any other matter related to the Leased Premises or the use or occupancy thereof, and/or (v) any responsibilities of Landlord. Landlord shall not be liable to Tenant for any damages arising from Tenant's use of the Leased Premises, whether economic or noneconomic, general or special, incidental or consequential, statutory, or otherwise, arising out of the presence or operation of Tenant's activities on, in or about the Leased Premises. Tenant acknowledges that this paragraph is a condition precedent to Landlord entering into this Ground Lease.

Section 41.4 Maximum Indebtedness. Notwithstanding any term or provision of this Ground Lease, Landlord's total and maximum liability arising out of or relating to this Ground Lease shall Zero Dollars (\$0.00) (the "Maximum Indebtedness Amount"). In no event shall Landlord be obligated, responsible or otherwise liable to Tenant for any amount in excess of the Maximum Indebtedness Amount.

Section 41.5 No Joint Venture. The parties agree that they intend by this Ground Lease to create only the relationship of landlord and tenant. No provision of this Ground Lease, or act of either party under this Ground Lease, shall be construed as creating the relationship of principal and agent, or as creating a partnership, joint venture, or other enterprise, or render either party liable for any of the debts or obligations of the other party, except under any indemnity provisions of this Ground Lease.

Section 41.6 No Third-Party Beneficiaries. This Agreement and the rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the parties hereto. This Agreement is for the sole and exclusive benefit of the parties hereto, and no third party is intended to or shall have any rights or benefits hereunder.

Section 41.7 Ethics. The parties hereto shall follow the provisions of Section 126.112, Jacksonville Ordinance Code, with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with Landlord, to the extent the parties are aware of the same.

Section 41.8 Survival. All representations, warranties, indemnities and other covenants set forth herein shall be deemed continuing in nature and shall survive the expiration or early termination of this Ground Lease.

Section 41.9 Conformity to Applicable Laws. Tenant shall comply with all applicable federal, state and local laws, rules, regulations and policies as the same exist and as may be amended from time to time, including, but not limited to, the “Public Records Law”, Chapter 119, Florida Statutes, and Section 286.011, Florida Statutes. If any of the obligations of this Ground Lease are to be performed by a subcontractor of Tenant, Tenant shall incorporate the provisions of this section into and shall become a part of the subcontract.

Section 41.10 Public Entity Crimes Notice. The parties hereto acknowledge and agree that a person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contractor with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity, in excess of Thirty Five Thousand Dollars (\$35,000) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

[The balance of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

LANDLORD:

ATTEST:

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

James R. McCain, Jr.
Corporation Secretary

By: _____
Donna Deegan
Mayor

Form Approved (as to City only):

Office of General Counsel

GC-#1623113-v1-Amended_and_Restated_Duval_County_Fair_-_Ground_Lease.docx

(Signatures continue on next page)

TENANT:

DUVAL COUNTY FAIR ASSOCIATION,
INC., a Florida not-for-profit corporation

By: _____
Bill Olson, President

EXHIBIT A

Legal Description of Leased Premises

A PORTION OF SECTIONS 9 AND 15, ALONG WITH A PORTION OF TRACTS 1, 2, 4, 5, 6, 8, 11, 12, 13, 14 AND 15, BLOCK 1, TOGETHER WITH ALL OF TRACT 3, BLOCK 1, ALL IN SECTION 16, TOWNSHIP 3 SOUTH, RANGE 24 EAST, DUVAL COUNTY, FLORIDA, AS SHOWN ON MAP OF JACKSONVILLE HEIGHTS, AS RECORDED IN PLAT BOOK 5, PAGE 93, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 3 SOUTH, RANGE 24 EAST; THENCE NORTH 89°41'41" EAST, ALONG THE SOUTHERLY LINE OF SAID SECTION 17, A DISTANCE OF 4537.99 FEET TO A POINT IN THE NORTHWESTERLY RIGHT OF WAY LINE OF NORMANDY BOULEVARD (STATE ROAD 228, A 100 FOOT RIGHT OF WAY); THENCE NORTH 56°30'35" EAST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 5792.27 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED RUN THENCE NORTH 33°29'25" WEST, DEPARTING SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 269.09 FEET; THENCE NORTH 56°30'35" EAST, A DISTANCE OF 487.26 FEET; THENCE NORTH 33°30'09" WEST, A DISTANCE OF 198.81 FEET; THENCE SOUTH 56°29'51" WEST, A DISTANCE OF 57.00 FEET; THENCE NORTH 33°30'09" WEST, A DISTANCE OF 212.04 FEET TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 471.36 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 269.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 73°19'07" WEST, 266.08 FEET TO THE END OF SAID CURVE; THENCE SOUTH 56°29'51" WEST, A DISTANCE OF 179.77 FEET; THENCE NORTH 33°30'11" WEST, A DISTANCE OF 318.88 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 127.19 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 234.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°27'16" WEST, 202.75 FEET; THENCE NORTH 29°13'32" WEST, A DISTANCE OF 23.90 FEET; THENCE NORTH 25°24'20" EAST, A DISTANCE OF 39.40 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 131.41 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 29.96 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 5591.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 12°25'25" EAST, 29.90 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF LAST SAID CURVE AN ARC DISTANCE OF 69.79 FEET TO A POINT OF REVERSE CURVATURE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 164.80 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 18°35'54" EAST, 69.79 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 83.21 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 267.07 FEET, LAST SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 32°42'21" EAST, 82.33 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 256.81 TO THE POINT OF TERMINUS OF SAID CURVE, LAST SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 74°43'04" EAST, 247.03 FEET; THENCE NORTH 56°36'23" EAST, A DISTANCE OF 179.92 FEET; THENCE NORTH 13°42'30" WEST, A DISTANCE OF 275.49 FEET TO A POINT

ON A CURVE, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 376.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 567.69 FEET TO THE POINT OF TERMINUS OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 61°52'58" EAST, 515.28 FEET; THENCE NORTH 15°32'50" EAST, A DISTANCE OF 184.95 FEET; THENCE SOUTH 89°59'50" WEST, A DISTANCE OF 1162.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 78.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 45°00'10" WEST, 70.71 FEET; THENCE NORTH 00°00'10" WEST, A DISTANCE OF 278.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 78.54 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 44°59'50" EAST, 70.71 FEET; THENCE NORTH 89°59'50" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 41.15 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 66°25'09" EAST, 40.00 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 41.15 FEET TO THE POINT OF TANGENCY OF LAST SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 66°25'09" EAST, 40.00 FEET; THENCE NORTH 89°59'50" EAST, A DISTANCE OF 1757.80 FEET; THENCE SOUTH 00°30'15" EAST, A DISTANCE OF 357.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 259.31 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF LAST SAID CURVE, AN ARC DISTANCE OF 150.32 FEET TO THE POINT OF TANGENCY OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°04'35" EAST, 148.23 FEET; THENCE SOUTH 33°40'31" EAST, A DISTANCE OF 1145.83 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT OF WAY LINE OF NORMANDY BOULEVARD; THENCE SOUTH 56°30'35" WEST, ALONG LAST SAID LINE, A DISTANCE OF 2016.83 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAINS 82.37 ACRES, MORE OR LESS.

EXHIBIT B

SITE PLAN

[To be added after site plan has been reviewed and approved by City.]

EXHIBIT C

TENANT INSURANCE REQUIREMENTS

Without limiting its liability under this Lease, Tenant shall at all times during the term of this Lease procure prior to commencement of work and maintain at its sole expense during the life of this Lease (and Tenant 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

This insurance shall cover the Tenant (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.

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 (Coverage for all automobiles, owned, hired or non-owned used in performance of the Lease or at Leased Premises.)	\$1,000,000	Combined Single Limit
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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).

Property Insurance	100% Completed Value of Buildings at Leased Premises
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Such insurance shall be on a form acceptable to the CITY's Office of Insurance and Risk Management. Property Insurance policy shall include the SPECIAL FORM/ALL RISK COVERAGES. The Property Insurance policy shall not be subject to a coinsurance clause. A maximum \$100,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 5% of the completed value of the building(s). Named insured's shall be: TENANT, the CITY, and respective members, officials, employees and agents. The City of Jacksonville, its members, officials, officers, employees and agents are to be named as a loss payee.

Additional Insurance Provisions

- A. Certificates of Insurance. Tenant 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 their respective members, officers, officials, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability in a form no more restrictive than 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 its respective members, officers, officials, employees and agents
- D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- E. Tenant Insurance Primary. The insurance provided by Tenant shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City of Jacksonville and their respective members, officers, officials, employees, and agents.
- F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Lease shall remain the sole and exclusive responsibility of the named insured Tenant. Under no circumstances will the City of Jacksonville its respective members, officers, officials, employees, and agents be responsible for paying any deductible or self-insured retention related to this Contract.
- G. Insurance Additional Remedy. Compliance with the insurance requirements of this Lease shall not limit the liability of the Tenant or its subcontractors, employees, or agents to the City of Jacksonville its respective members, officers, officials, employees, and agents and shall be in addition to and not in lieu of any other remedy available under this Lease or otherwise.
- H. Waiver/Estoppel. Neither approval by City of Jacksonville nor its failure to disapprove the insurance furnished by Tenant shall relieve Tenant of Tenant's full responsibility to provide insurance as required under this Lease.
- I. Notice. The Tenant shall provide an endorsement issued by the insurer to provide the City of Jacksonville thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, the Tenant, shall provide said thirty (30) days written notice of any change in the above

coverages or limits, or of coverages being suspended, voided, cancelled, including through expiration or non-renewal.

- J. Survival. Anything to the contrary notwithstanding, the liabilities of the Tenant under this Lease 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 of Jacksonville may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City of Jacksonville and its respective members, officers, officials, employees and agents also be named as an additional insured.
- L. Special Provision: Prior to executing this Lease, Tenant shall present this Lease and insurance requirements to its Insurance Agent Affirming: 1) that the agent has personally reviewed the insurance requirements of the Lease Documents, and (2) that the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Lease.

EXHIBIT D

Tenant's Contractor's Insurance

Without limiting its liability under this Lease, Tenant shall at all times during the term of this Lease require Contractors to procure prior to commencement of work and maintain at its sole expense during the life of this Lease 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 \$ 1,000,000 Each Accident \$ 1,000,000 Disease Policy Limit \$ 1,000,000 Each Employee/Disease

This insurance shall cover the Contractor (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.

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

Design Professional Liability	\$2,000,000 per Claim and Aggregate
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Any entity hired to perform design professional services as part of this Agreement shall maintain Professional Liability coverage. Such insurance shall be on a form acceptable to the City and shall cover

for those sources of liability arising out of the rendering or failure to render the design professional services related to this Agreement. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the date of commencement of construction and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Builders Risk **%100 Completed Value of the Project**

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 \$100,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 5% 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 contract 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 contract 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 contract.

Additional Insurance Provisions

- A. Certificates of Insurance. Contractor 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 s t a t e m e n t 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, and Design Professional shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability in a form no more restrictive than 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 its respective members, officers, officials, employees and agents
- D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- E. Contractor's Insurance Primary. The insurance provided by the Contractor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City of Jacksonville and their respective members, officers, officials, employees, and agents
- F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured Contractor. Under no circumstances will the City of Jacksonville its respective members, officers, officials, employees, and agents be responsible for paying any deductible or self-insured retention related to this Contract.
- G. Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the Contractor or its subcontractors, employees, or agents to the City of Jacksonville its respective members, officers, officials, employees, and agents and shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.
- H. Waiver/Estoppel. Neither approval by City of Jacksonville nor its failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide insurance as required under t h i s Contract.
- I. Notice. The Contractor shall provide an endorsement issued by the insurer to provide the City of Jacksonville thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, the Applicant, shall provide said thirty (30) days written notice of any change in the above coverages or limits, or of coverages being suspended, voided, cancelled, including through expiration or non-renewal.
- J. Survival. Anything to the contrary notwithstanding, the liabilities of the Contractor under this Agreement 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 of Jacksonville may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City of Jacksonville and its respective members, officers, officials, employees and agents also be named as an additional insured.
- L. Special Provision: Prior to executing this Agreement, Contractor shall present this Agreement and insurance requirements to its Insurance Agent Affirming: 1) that the agent has personally reviewed the insurance requirements of the Agreement Documents, and (2) that the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contract.

EXHIBIT E INDEMNIFICATION

Tenant shall hold harmless, indemnify, and defend Landlord and each Landlord Party (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:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of Tenant or any Tenant Party (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 Lease, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Lease 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 Lease; and

3. Intellectual Property Liability, to the extent this Lease 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 Lease, 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 right under this Lease, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its 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 Lease or otherwise. Such terms of indemnity shall survive the expiration or termination of the Lease.

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.

EXHIBIT F
Future Lease Expansion Area

Exhibit E

Completion Grant Disbursement Request Form

Disbursement Request Form

Name: _____ Date Submitted: _____
Address: _____
Phone: _____
Tax ID #: _____

1.	Amount of Maximum Grant:	\$1,500,000.00
2.	Grant funds disbursed to date:	\$ _____
3.	Amount Requested in this Draw:	\$ _____

Upon receipt of such invoices, receipts, and/or contractor’s affidavit, cancelled checks (or evidence that payment has cleared Company’s banking account), and other documents required by the City evidencing that the costs and expenses were actually incurred and paid for by DCFA and were expended on and pertain to the DCFA Improvements and/or other evidence (including without limitation site inspections and inspection reports) that may be required at the discretion of the City, DCFA will be paid via a check or ACH from the City within ten (10) business days of OED’s approval of the same.

DCFA PAYMENT REQUEST

Property _____ Payment # _____ = _____ % Complete
Address: _____

Company: _____ Amount Requested in this Draw: \$ _____

Company: I hereby request an inspection to receive Payment # _____ for the amount of \$ _____. I certify that I have satisfactorily completed the necessary work to justify this request **and that all bills incurred for labor used and materials furnished in making said repairs and improvements have been paid in full to this date.**

Attached is a description of the work completed, copies of applicable permits, the amount of payment requested by work item and such invoices, receipts and/or contractor’s affidavit, cancelled checks (or evidence that payment has cleared grantee’s banking account), and other documents required by the City evidencing that the costs and expenses were actually incurred and paid for by DCFA and were expended on and pertain to the DCFA Improvements.

Company Signature: _____ Date: _____

Exhibit F

JSEB Reporting Form

Business:

Goal: \$

Contact: _____

Date: _____

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

Exhibit G

Non-Foreign Entity Affidavit

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, personally appeared _____, who being first duly sworn, on oath deposes and says under penalty of perjury that he/she is the _____ of DUVAL COUNTY FAIR ASSOCIATION, INC., a Florida not-for-profit corporation (“Company”), who is or may be a recipient of certain economic incentives from CITY OF JACKSONVILLE, a political subdivision and municipal corporation of the State of Florida, including a REV Grant, and hereby attests, affirms and certifies that (i) I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit, (ii) Company is not owned or controlled by the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a “Foreign Country of Concern”), including any agency of or any other entity of significant control of such Foreign Country of Concern; where “controlled by” means having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise, and a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; and (iii) Company is not an entity that is a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity. The undersigned does hereby execute this affidavit for the purpose of complying with the provisions of Section 288.0071, Florida Statutes, Economic Incentives to Foreign Countries of Concern Prohibited.

DATED as of _____, 202_.

Print Name: _____

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ___ day of _____, 202_, by _____ as _____ of the Duval County Fair Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation. Said individual [] is personally known to me or [] has produced _____ as identification.

Name: _____

NOTARY PUBLIC, State of Florida

Serial Number (if any) _____

My Commission Expires: _____

(SEAL)

Exhibit H

Draft Draw Schedule and Amortization Schedule for Loan

(to be replaced by Final Draw Schedule and Amortization schedule following Final Draw for the Loan)

**Duval County Fair Association
Draft Loan Amortization Schedule
Revised May 6, 2024**

Closing Date	TBD
Substantial Completion	TBD
First Pymt Due (Estimated)	7/1/2025
Total Funds Disbursed	\$1,500,000.00
Accrued Interest at 7/1/2025	\$12,570.67
Loan w/Accrued Interest	\$1,512,570.67
Interest Rate	2.00%
Term of Loan in Years	10
Payments per Year	4
Monthly Payment	(\$41,815.80)

Loan Disbursement	Est. Date	Est. Amount	Accrued Interest at 7/1/25
1	10/1/2024	\$166,000	\$2,517.67
2	11/1/2024	\$166,000	\$2,231.78
3	12/1/2024	\$166,000	\$1,955.11
4	1/1/2025	\$166,000	\$1,669.22
5	2/1/2025	\$166,000	\$1,383.33
6	3/1/2025	\$166,000	\$1,125.11
7	4/1/2025	\$166,000	\$839.22
8	5/1/2025	\$166,000	\$562.56
9	6/1/2025	\$172,000	\$286.67

Duval County Fair Association					
Loan Draw Schedule*					
May 6, 2024					
Total Est. Project Costs:	\$18,000,000				
Maximum Loan:	\$1,500,000				

Draw #	Est. Month for Loan Draw	Project Costs to be Completed	Payment Request Amount	Loan Amount To-Date	Loan Balance Remaining
1	Oct-24	\$2,000,000	\$166,000	\$166,000	\$1,334,000
2	Nov-24	\$2,000,000	\$166,000	\$332,000	\$1,168,000
3	Dec-24	\$2,000,000	\$166,000	\$498,000	\$1,002,000
4	Jan-25	\$2,000,000	\$166,000	\$664,000	\$836,000
5	Feb-25	\$2,000,000	\$166,000	\$830,000	\$670,000
6	Mar-25	\$2,000,000	\$166,000	\$996,000	\$504,000
7	Apr-25	\$2,000,000	\$166,000	\$1,162,000	\$338,000
8	May-25	\$2,000,000	\$166,000	\$1,328,000	\$172,000
9	Jun-25	\$2,072,289	\$172,000	\$1,500,000	\$0

**Schedule is preliminary and subject to revision.*

Note: draw requests shall be submitted no more frequently than monthly and on no less than \$2,000,000 of paid invoices on a reimbursement basis.

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Period	Due Date	Payment Due	Interest	Principal	Balance
LOAN					\$1,512,570.67
1	7/1/2025	\$41,815.80	\$7,562.85	\$34,252.95	\$1,478,317.72
2	10/1/2025	41,815.80	7,391.59	34,424.21	1,443,893.51
3	1/1/2026	41,815.80	7,219.47	34,596.33	1,409,297.18
4	4/1/2026	41,815.80	7,046.49	34,769.31	1,374,527.86
5	7/1/2026	41,815.80	6,872.64	34,943.16	1,339,584.70
6	10/1/2026	41,815.80	6,697.92	35,117.88	1,304,466.82
7	1/1/2027	41,815.80	6,522.33	35,293.47	1,269,173.36
8	4/1/2027	41,815.80	6,345.87	35,469.93	1,233,703.42
9	7/1/2027	41,815.80	6,168.52	35,647.28	1,198,056.14
10	10/1/2027	41,815.80	5,990.28	35,825.52	1,162,230.62
11	1/1/2028	41,815.80	5,811.15	36,004.65	1,126,225.97
12	4/1/2028	41,815.80	5,631.13	36,184.67	1,090,041.30
13	7/1/2028	41,815.80	5,450.21	36,365.59	1,053,675.71
14	10/1/2028	41,815.80	5,268.38	36,547.42	1,017,128.29
15	1/1/2029	41,815.80	5,085.64	36,730.16	980,398.13
16	4/1/2029	41,815.80	4,901.99	36,913.81	943,484.32
17	7/1/2029	41,815.80	4,717.42	37,098.38	906,385.94
18	10/1/2029	41,815.80	4,531.93	37,283.87	869,102.07
19	1/1/2030	41,815.80	4,345.51	37,470.29	831,631.78
20	4/1/2030	41,815.80	4,158.16	37,657.64	793,974.13
21	7/1/2030	41,815.80	3,969.87	37,845.93	756,128.20
22	10/1/2030	41,815.80	3,780.64	38,035.16	718,093.04
23	1/1/2031	41,815.80	3,590.47	38,225.34	679,867.71
24	4/1/2031	41,815.80	3,399.34	38,416.46	641,451.25
25	7/1/2031	41,815.80	3,207.26	38,608.54	602,842.70
26	10/1/2031	41,815.80	3,014.21	38,801.59	564,041.12
27	1/1/2032	41,815.80	2,820.21	38,995.60	525,045.52
28	4/1/2032	41,815.80	2,625.23	39,190.57	485,854.95
29	7/1/2032	41,815.80	2,429.27	39,386.53	446,468.42
30	10/1/2032	41,815.80	2,232.34	39,583.46	406,884.96
31	1/1/2033	41,815.80	2,034.42	39,781.38	367,103.59
32	4/1/2033	41,815.80	1,835.52	39,980.28	327,123.30
33	7/1/2033	41,815.80	1,635.62	40,180.18	286,943.12
34	10/1/2033	41,815.80	1,434.72	40,381.09	246,562.03
35	1/1/2034	41,815.80	1,232.81	40,582.99	205,979.04
36	4/1/2034	41,815.80	1,029.90	40,785.91	165,193.14
37	7/1/2034	41,815.80	825.97	40,989.83	124,203.30
38	10/1/2034	41,815.80	621.02	41,194.78	83,008.52
39	1/1/2035	41,815.80	415.04	41,400.76	41,607.76
40	4/1/2035	41,815.80	208.04	41,607.76	0.00

**Assumes no additional outstanding interest or late charges. Subject to change based on final draw schedule.*

Total Interest Paid	\$160,061.36
Total Principal Paid	<u>\$1,512,570.67</u>
Total Payments	\$1,672,632.03