

AMENDMENT AND RESTATEMENT OF AGREEMENT FOR 2021-2023

This **Amendment and Restatement of Agreement for 2021-2023** (this “Agreement”) is dated _____, 2021 (the “Effective Date”), by and among the CITY OF JACKSONVILLE, a municipal corporation existing under the laws of Florida (the “City”), THE UNIVERSITY ATHLETIC ASSOCIATION, INC., a Florida non-profit corporation (“Florida”), and UNIVERSITY OF GEORGIA ATHLETIC ASSOCIATION, INC., a Georgia non-profit corporation (“Georgia”), and amends and restates that certain Amendment and Restatement of Agreement for 2017-2021 dated November 7, 2017 (the “2017 Agreement”) in accordance with the terms and conditions of this Agreement (Georgia and Florida are sometimes referred to collectively as the “Schools” and individually as a “School” and Georgia, Florida, and the City are sometimes referred to collectively as the “Parties” and individually as a “Party”).

RECITALS

WHEREAS, the University of Georgia and the University of Florida met on the gridiron for the first time in 1915, beginning one of the most fabled rivalries in college football, and since 1933, the City of Jacksonville has been honored to host this annual game;

WHEREAS, this annual college football regular season game (referred to as the “Georgia-Florida” game by Georgia supporters, and referred to as the “Florida-Georgia” game by Florida supporters, and referred to in this Agreement as the “Game”) was one of the first (of only a few) college football regular season games in the nation held annually at a neutral site;

WHEREAS, the Game is the only regular season college football game that has generated its own dedicated Hall of Fame;

WHEREAS, the City strongly desires to continue the longstanding and valued tradition of having the Game remain in the City of Jacksonville at TIAA Bank Field (or as the stadium may be named or designated from time to time, but referred to herein as the “Stadium”) because, among many other reasons from the City’s perspective, the Game has become an integral part of the City of Jacksonville’s identity and culture, and draws families, friends, and fans to Northeast Florida and Southeastern Georgia each year;

WHEREAS, since 1993 the City caused substantial renovations and improvements to the Stadium in excess of \$370,000,000, rendering the Stadium in first class condition appropriate for the Game as of the Effective Date;

WHEREAS, the 2017 Agreement provides for the Games during the 2017 through 2021 college football regular seasons to be played in the City of Jacksonville at the Stadium under the terms and conditions of the 2017 Agreement;

WHEREAS, the Parties signed that certain non-binding Florida vs. Georgia Agreement Extension Proposal dated October 23, 2019 (the “2019 MOU”) that provided for, among other items, different terms for the Game played during the 2020 college football season than did the 2017 Agreement;

WHEREAS, the 2019 MOU was signed prior to the occurrence of the global pandemic caused by the Coronavirus Disease 2019 (“COVID-19”), and as a direct consequence of COVID-19, governmental and health organizations imposed restrictions and made recommendations regarding the

presentation of large gatherings, including sporting events, that necessitated an amendment to the 2017 Agreement for the 2020 Game, which amendment was entitled the 2020 Amendment to Amendment and Restatement of Agreement for 2017-2021 (the “2020 Amendment”);

WHEREAS, the Parties wish to amend the 2017 Agreement under the terms and conditions of this Agreement to amend and restate the Parties’ rights and obligations with respect to the Game to be played during the 2021 college football season and to continue and extend the Parties’ agreement to include Games to be played in 2022 and 2023 as well (and through 2025, if the Extension Option (as hereinafter defined) is exercised);

WHEREAS, the Parties desire to continue the longstanding and valued tradition of having the Game remain in Jacksonville in the renovated and improved Stadium under the terms and conditions of this Agreement;

WHEREAS, this Agreement advances the educational missions and the tax-exempt purpose of the Schools; and

WHEREAS, the Parties agree that the Games to be played beginning in 2021 and continuing through 2023 (and through 2025, if the Extension Option is exercised) shall be played and held according to the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual agreements and benefits herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend and restate the 2017 Agreement as follows:

1. Effect of Agreement. The 2017 Agreement provided, among other things, for use of the Stadium by the Schools for those Games to be played beginning in 2017 and continuing through and including the Game to be played in 2021. From and after the Effective Date, the terms of this Agreement shall control the Games to be played during the 2021 through 2023 college football regular seasons (and during the 2024 and 2025 college football regular seasons, if the Extension Option is properly exercised), but this Agreement shall not affect the Parties’ rights or obligations under the 2017 Agreement, as amended by the 2020 Amendment, relating to Games played prior to the Effective Date. Unless specific reference is made to another agreement or document, all capitalized terms shall have the meanings given them in this Agreement.

2. Term of Agreement. The term of this Agreement shall begin as of the Effective Date and continue until midnight Eastern Time on February 15, 2024, unless earlier terminated as provided in this Agreement (the “Term”). Upon the written mutual agreement of the Schools, this Agreement may be extended for one (1) extension option of two (2) years to expire on February 15, 2026 (the “Extension Option”). The Extension Option must be exercised, if at all, by written notice to be transmitted by the Schools to the City by or before June 30, 2023. Such Extension Option, to be effective, must be exercised by both Schools and exercise by one School shall not be sufficient to cause the Extension Option to become effective. Furthermore and for avoidance of doubt, the Extension Option may not be exercised by the City. Proper and timely exercise of the Extension Option shall extend the Term for the Games to be played during the 2024 and 2025 college football regular seasons on the terms and conditions of this Agreement. (If the Extension Option is properly and timely exercised, “Term” shall refer to the period that begins on the Effective Date and ends on February 15, 2026.) Notwithstanding anything to the contrary herein and irrespective of any reference in or interpretation or construction of this Agreement, the Parties understand and agree that this Agreement may not be terminated for

convenience by any Party; it being understood that any termination of this Agreement prior to its natural expiration at the end of the Term shall only be according to the written notice procedure and cause as expressly set forth herein.

3. Authority to Provide Licensed Facilities. The City represents and warrants that it has the authority to provide the Stadium (except for those portions of the Stadium leased or licensed exclusively to the Stadium Manager (as hereinafter defined), or to the Jacksonville Jaguars, LLC (“JJL”) or the Gator Bowl Association (a/k/a/ Gator Bowl Sports, Inc.) pursuant to the Pre-Existing Rights (as hereinafter defined), and the Licensed Facilities (as hereinafter defined in Section 5a(1)) for the Games during each Operative Period (as hereinafter defined in Section 5a(2)). The City agrees to provide the Stadium and the Licensed Facilities subject to the pre-existing rights set forth in Exhibit A attached hereto (and hereafter referred to collectively as the “Pre-Existing Rights”).

4. Agreement to Play Games. The Schools agree to participate in and play the Game at the Stadium for the Games to be played during the 2021 through 2023 college football regular seasons (three (3) Games) (collectively referred to as the “Games” and individually referred to as a “Game”) under the terms and conditions of this Agreement. The word “Games” shall include the Games played during the 2024 and 2025 college football regular seasons if the Extension Option is exercised by the Schools. (For ease of reference, a particular Game may be referred to with the year of the college football season in which it is to be played. By way of illustration, the “2021 Game” shall refer to the Game to be played during the 2021 college football season.) The Games shall be played on those dates designated by the Schools to the City for the respective college football regular seasons falling within the Term. The Schools shall jointly determine the time that each Game begins. The Schools shall provide written notice to the City’s Sports and Entertainment Office of the date for the next Game within a reasonable time after the Schools are notified by the Southeastern Conference (the “SEC”) of the date of the next Game. The City has requested such advance written notice in order to avoid scheduling of other competing events on the day of a Game, but which are unrelated to the Game, and which are held either at or adjacent to that area shown on Exhibit B attached hereto (the “Sports Complex”). In particular, the City requests such advance written notice to enable the City to notify Duval County Fair, Inc. to schedule its annual fair event (the “Duval County Fair”) on such alternative dates as would be necessary to avoid a scheduling conflict between a Game and the Duval County Fair. Scheduling of any other competing event unrelated to a Game at the Sports Complex or the Duval County Fair on the same date that a Game is scheduled to be played may, at the Schools’ election subject to the timely notification provisions herein, constitute a breach in accordance with Section 30 of this Agreement.

5. License of Facilities.

a. Definitions.

(1) Licensed Facilities. “Licensed Facilities” shall mean, within the Stadium, the playing field (prepared for each Game in accordance with the terms and conditions of this Agreement), sidelines, the remainder of the floor of the Stadium, those available locker room facilities in the Stadium to be used by the Schools, the seating bowl of the Stadium (less and except the Suites as hereinafter defined in Section 6b), all “Electronic Signs” (as defined in the Amendment Number 13 to Lease By and Between City of Jacksonville and Jacksonville Jaguars, LLC dated July 30, 2015), the public address system within the Stadium, radio and television broadcast booths, the press box, media work room and other related media work facilities at the Stadium, field crew and officials’ locker rooms, access to Stadium loading dock and other facilities necessary to facilitate media distribution and coverage of each

Game, ticket selling and distribution locations, that portion of the Stadium necessary and appropriate to access the aforesaid locations, together with such other portions of the Stadium reasonably requested by the Schools necessary to present each Game at the Stadium and to effectuate the rights set forth in this Agreement. The Parking Lots (as hereinafter defined in Section 9a) are deemed part of the Licensed Facilities to the extent set forth in Section 9a hereafter.

(2) Operative Period. As to each Game, the “Operative Period” shall mean that period of time commencing at 12:01 a.m. on the day before the day each Game is scheduled to be played and ending on the later of: (a) the day on which the Game is played, ending at 12 midnight, or (b) two (2) hours after the end of the Game.

b. License of Licensed Facilities. The City hereby grants exclusive, irrevocable, royalty-free licenses to each School to utilize the Licensed Facilities during each Operative Period, and at all times to sell tickets to each Game and to retain all revenues from all tickets sold for each Game. The City shall provide the Licensed Facilities for each Game during each Operative Period under the terms and conditions of this Agreement and at no cost or expense to the Schools. The Schools shall have exclusive use (except as may be expressly set forth in this Agreement) of the Licensed Facilities during each Operative Period, subject at all times to the City’s right to continue routine operation of the Licensed Facilities consistent with the preparation for and management and conduct of each Game. The foregoing licenses shall be subject to the Pre-Existing Rights.

6. Tickets.

a. Sale and Pricing of Tickets by Schools. Except as specifically provided below with respect to Suite Tickets (as hereinafter defined in Section 6b), and except as to any requirement to include the Stadium Name (as hereinafter defined)(but not the Stadium Mark (as hereinafter defined)) as set forth in Section 5(c)(iv) of the Amended and Restated Naming Rights Agreement (as defined in Section 3 of Exhibit A), the Schools shall have complete and total control and authority with respect to printing, sales and pricing, including design, of all admission tickets to each Game at the Stadium (all such admission tickets, including the Suite Tickets, shall be collectively referred to as the “Tickets” and individually as a “Ticket” and all such admission tickets, excluding the Suite Tickets, shall be collectively referred to as the “Schools’ Tickets”). Each Ticket shall represent a revocable license to enter the Stadium for the particular Game and shall be subject to such further terms and conditions as the Schools determine, which terms and conditions may be printed on the reverse side of each Ticket. All revenue generated from the sale of Tickets to each Game, both from the Schools’ Tickets and from the Suite Tickets, shall be the sole and exclusive property of the Schools. Such revenues generated from the sale of Schools’ Tickets and Suite Tickets to each Game shall hereinafter be collectively referred to as the “Ticket Revenues”. Ticket Revenues shall not include any taxes, ticket surcharges, license fees or any fees charged and collected by JJJ for use of any suite which exceeds the cost of the Suite Tickets for each Suite. The Parties acknowledge and agree that, subject to Section 8 below and the complimentary admissions for the Schools’ teams, coaching, medical, and Game-related staff, as well as band and cheerleaders, there shall be no complimentary admissions to a Game (except as may be expressly set forth in this Agreement, e.g., media, etc.) and that every Ticket must represent a paid admission.

b. Suite Tickets. JJJ has the exclusive right to sell those tickets for each Game for all of the suites in the Stadium and the large hospitality suite area in the south end zone of the Stadium known as the Terrace Suite. The suites or “skyboxes” in the Stadium shall be collectively referred to as the “Suites” and those admission tickets for the Suites are hereinafter collectively referred to as the “Suite Tickets”. Although JJJ shall sell all Suite Tickets for each Game, the Schools shall have the right to

establish prices for Suite Tickets for each Game, except that the face price charged for such Suite Ticket shall not exceed the average of the club level ticket price charged for the particular Game (notwithstanding any provision to the contrary in Section 5B of the JJJ Lease (as defined in Exhibit A)), and the Schools shall receive all revenues from the sale of Suite Tickets for each Game. JJJ may retain any fee paid by a suite licensee for its licensing of the Suite (but not admission tickets corresponding to Suite seats for the Game). The City represents and warrants that it or the Stadium Manager (as hereinafter defined in Section 12a) is responsible for distribution of all Suite Tickets to suite licensees for each Game as well as collection of all Suite Ticket revenue for each Game. The City agrees to collect all Suite Ticket revenue from the Stadium Manager and/or JJJ attributable to the sale of Suite Tickets for each Game and guarantees payment thereof to the Schools. The City agrees that all revenue derived from sales of Suite Tickets for each Game shall be paid in full to the Schools by or before the January 31st that immediately follows each Game (the "Settlement Date"). Contemporaneously with payment of all Suite Ticket revenue from each Game, the City, through its Stadium Manager, also agrees to provide to the Schools a written accounting for each Suite Ticket distributed and for that revenue generated from each such Suite Ticket within the Stadium for each such Game.

c. Ticket Manifest. Beginning with the Game played during the 2021 college football regular season and for each Game thereafter during the remainder of the Term, the City agrees to provide to the Schools the manifest for seating and Tickets within the Stadium (the "Ticket Manifest") for the next Game to be played, which Ticket Manifest shall be provided by the City: for the 2021 Game, within ten (10) business days after all Parties have signed this Agreement; and, for subsequent Games, on or before the May 15th that immediately precedes the Game. Notwithstanding any other provision of this Agreement to the contrary, the Parties have agreed that as to the 2021 Game, no temporary seating will be installed in the North End Zone, and the City shall make the correlating payment to the Schools as set forth in Section 12 hereof. The Ticket Manifest shall reflect the maximum capacity for the Stadium for the upcoming Game, which maximum capacity and specific seat locations shall be based upon existing circumstances, shall include all Tickets (including without limitation Suite Tickets), and shall be subject to approval by the Schools. For avoidance of doubt, then existing circumstances may necessitate for the 2021 Game that the Ticket Manifest follow the approach used for the 2020 Game and significantly limit the maximum capacity from that allowed for the Games in 2019 and prior years. The Ticket Manifest shall be deemed accepted by the Schools, unless they provide their written objections to the Ticket Manifest to the City within ten (10) business days of receipt thereof. The City shall address any such objections received to the satisfaction of the School making the objection. Thereafter, should the City wish to make any adjustments to the approved Ticket Manifest, such adjustments must be approved by the Schools and, if approved by the Schools, the City shall reimburse each School for the reasonable, actual cost of delivering Tickets for the Game separately from each School's delivery of Tickets to its season ticket holders (but only in the event such separate delivery was made necessary as a result of: (1) City's failure to meet the Ticket Manifest deadline set forth hereinabove in this Section 6c; or (2) as a result of City's changes to the approved Ticket Manifest, which changes have been subsequently approved by the Schools) for other games during that season. The City shall remit such payment by or before the Settlement Date.

d. City Purchased Tickets.

(1) Regular Capacity. In the event that then-existing circumstances for the next upcoming Game permit maximum capacity at a level consistent with the 2019 Game, then each School agrees to sell to the City, and the City agrees to purchase from each School, five hundred (500) Tickets for each Game (for a total of one thousand (1,000) Tickets), all of which shall be grouped in at least pairs of side-by-side/contiguous seats (the "City Purchased Tickets"). The price of each City Purchased

Ticket shall be the published, face price of the Ticket and the seat locations of all City Purchased Tickets shall be as approved by the Schools for each Game. Each School shall make available to the City, as the City Purchased Tickets, the right to purchase for each Game one hundred (100) tickets in the Club area of the Stadium, two hundred (200) tickets in the lower level of the Stadium, and two hundred (200) tickets in the upper level of the Stadium. In the event that the City has need of additional tickets for any Game, Schools shall reasonably cooperate with City for City to purchase additional tickets as available. In addition to the foregoing City Purchased Tickets, at the City's written request made before the Additional City Ticket Deadline (as hereinafter defined), each School shall provide an additional two hundred fifty (250) Tickets (for a total of five hundred (500) Tickets) (the "Additional City Tickets"), if available, for purchase by the City on the same terms and conditions as set forth above. The "Additional City Ticket Deadline" shall mean: for the 2021 Game, within ten (10) business days of the date that all Parties have signed this Agreement; and, for subsequent Games, by or before the May 1st that immediately precedes the Game. The Additional City Tickets shall be located twenty percent (20%) in the Club area of the Stadium, forty percent (40%) in the lower level of the Stadium, and forty percent (40%) in the upper level of the Stadium. Payment by the City shall be by a single check from the City to each School for all such City Purchased Tickets and Additional City Tickets and shall be received by the Schools no later than the Settlement Date. In addition to the foregoing, for each Game each School shall provide two hundred fifty (250) complimentary Tickets (for a total of 500 Tickets from the Schools) (the "Complimentary Tickets") to the City, in pairs as set forth above and which shall be located twenty percent (20%) in the Club area of the Stadium, forty percent (40%) in the lower level of the Stadium, and forty percent (40%) in the upper level of the Stadium. For avoidance of doubt, the seat locations of all City Purchased Tickets, Additional City Tickets, and Complimentary Tickets shall be determined by, and be subject to the review and approval of, the Schools in their reasonable discretion.

(2) Reduced Capacity. In the event that the Stadium capacity for a Game is reduced for any reason from the maximum Stadium capacity described in Section 12 (including the temporary seats described in Section 12), whether such capacity reduction is due to a Force Majeure Event (as hereinafter defined) or Force Majeure Consequences (as hereinafter defined) or, if for example, the Parties agree that temporary seats will not be installed for a Game pursuant to Section 12 of this Agreement, then the Schools and the City shall negotiate in good faith to attempt to agree upon a reduced number of City Purchased Tickets, Additional City Tickets, and Complimentary Tickets in the event of such reduced seating capacity at the Stadium.

(a) Should the Parties not agree upon such reduced Ticket purchase and allocations for the City, the Parties acknowledge and agree that the total number of Tickets available for the City shall be determined on a pro-rata basis.

(b) Should the reduction in maximum Stadium capacity be due to the Parties' agreement not to install temporary seats for a Game, even though the City's total number of Tickets for that Game shall be reduced by the Parties' agreement or on a pro rata basis, the City shall still be entitled, as part of its ticket allocation from each School, to that number of tickets in the Club area of the Stadium on those terms specified in Section 6d(1) above. If reduction of the Stadium capacity is for any other reason, however, including without limitation an event of Force Majeure, then the City shall not be entitled to purchase or receive any specific minimum number of tickets in the Club area of the Stadium as part of the City's Ticket allocation from each School for the applicable Game.

e. No Other Charges on Tickets. Except for the ticket surcharge for nonprofit entities using the Stadium created by s. 123.102(i)(2), *Ordinance Code*, which the City has waived in the past and which the City waives during the Term for each Game, the City represents and warrants that, as of the

Effective Date, there is no tax, levy or other charge imposed by the City upon the sale of the Tickets of any type whatsoever. The City specifically covenants that no additional ticket user fee or like charge shall be imposed by the City on the sale of any of the Tickets to a Game during the Term.

7. **Suites**. The Schools acknowledge and agree that, pursuant to the Pre-Existing Rights, JJJ shall operate and control all Suites at the Stadium during each Game. The City agrees to cause JJJ to operate the Suites at all times during the Operative Period in accordance with the terms and conditions of this Agreement. The City shall also provide each School with two (2) Suites for each Game (with each School receiving the first Suite with seating for a minimum of twenty-four (24) persons and each School receiving a second Suite with seating for a minimum of sixteen (16) persons) for use during the Games at no cost to the Schools. The City agrees to use reasonable efforts to coordinate with JJJ for its provision to each School of the right to purchase additional Suites for each Game from JJJ at the then-reasonable rates. The City shall pay to the Schools the price of all Suite Tickets, utilizing the published face price of tickets for the Suites as established pursuant to the JJJ Lease, exclusive of any taxes, surcharges, and license fees. Such amounts shall be paid by the City by the Settlement Date.

8. **Operations and Media Credentials**. All credentials for access to a Game without an admission Ticket shall be printed and issued by Florida. Credentials for operations personnel entering the Stadium during each Operative Period shall be issued by Florida after review and consultation with Georgia, the City's Sports and Entertainment Office, and the Stadium Manager. Credentials for media personnel shall be issued by Florida following the review and approval of Georgia based upon all requests received for media credentials ("Credentialed Media"). The media credentials may provide such terms, conditions, and limitations upon access and activity as the Schools may determine in the exercise of their sole discretion. Each School shall have the use of an operations booth within the press box area for each Game, the location of which shall be subject to the review and approval of the City's Sports and Entertainment Office.

9. **Parking**.

a. **Ownership and Control of Parking Lots**. The City represents and warrants that it exclusively owns or controls all parking lots for the purpose of providing parking during the Operative Period, which are designated by the letters on Exhibit C to this Agreement (collectively, the "Parking Lots"). The City or its designee shall operate and control all Parking Lots during each Operative Period and for each Game. The Parties agree that the passes for all parking in the Parking Lots for each Game during the Term shall bear the Stadium Name and the Stadium Mark (as defined in the Amended and Restated Naming Rights Agreement) as required by Section 5(j) of the Amended and Restated Naming Rights Agreement. Subject to subsections 9b and 9c below, the City shall have the right to set parking rates for the Parking Lots based on market rates for each Game.

b. **Complimentary Parking for Schools**. The City shall provide, at no cost or expense to either School, for use by those persons and entities designated by each School for each Game, one thousand five hundred (1,500) parking spaces for each School in the Parking Lots, which parking spaces shall be those identified in Exhibit D to this Agreement (each, the "Schools' Parking Spaces"). The City acknowledges and agrees that, as between the City and the Schools, the rights granted in this Agreement to utilize the Schools' Parking Spaces constitute irrevocable, royalty-free licenses to each School (with the right of sublicense) to utilize that number of parking spaces in the designated Parking Lot on the day of each Game. Although no specific parking space is guaranteed in each designated Parking Lot, the City guarantees that each School shall receive access to and use of the number of parking spaces in each designated Parking Lot for each Game indicated in Exhibit D to this Agreement.

c. Additional Parking for Purchase by Schools. In addition to the Schools' Parking Spaces, each School shall have the right to purchase, and the City agrees to sell to each School, additional parking spaces in the Parking Lots for each Game at the rate of \$25 per parking space per Game. Florida has requested the right to purchase, and the City has agreed to sell to Florida, for each Game, an additional one thousand sixty-two (1,062) parking spaces in the Parking Lots, the locations of which additional parking spaces are designated in Exhibit E. Georgia also shall have the right to purchase up to one thousand sixty-two (1,062) parking spaces in the Parking Lots and other parking areas then-controlled by the City in the vicinity of the Stadium for each Game and Georgia shall notify the City in writing as to whether and how many additional parking spaces that Georgia wishes to purchase for the upcoming Game. Georgia shall provide such notice: (1) for the 2021 Game, within fifteen (15) days after all Parties have signed this Agreement; and (2) for subsequent Games, by or before the May 1st that immediately precedes the Game. Such options for Georgia to purchase such additional parking spaces are to be exercised independently for each Game, and if Georgia fails to provide timely written notice, then Georgia's right to purchase this parking terminates for that Game and the Schools will be subject to the space-available provisions set forth hereafter. Georgia's determination not to exercise the option at all or to take fewer than one thousand sixty-two (1,062) parking spaces for one Game shall have no effect upon Georgia's options to purchase additional parking spaces for remaining Games. By way of illustration but not limitation, should Georgia purchase five hundred (500) additional parking spaces for the Game in 2021, Georgia nonetheless retains the right to timely purchase any amount up to one thousand sixty-two (1,062) spaces for any subsequent Game. Subject to the foregoing, the City agrees to sell to either School additional parking spaces in the Parking Lots for each Game on a space available basis, if any are available.

d. Modification. Notwithstanding anything to the contrary herein, the City reserves the right to reconfigure and/or rename the Parking Lots from time to time, and such City modification of the Parking Lots shall not be deemed to be a breach of this Agreement so long as the City provides prior written notice to the Schools of such modification by the Parking Lot Deadline (as hereinafter defined) immediately preceding the next affected Game (and shall be specifically included within the Game Security Plan described in Section 15b), and the City is able to provide the same number and the same location of such Schools' Parking Spaces and additional parking spaces for purchase by each School for each Game. The "Parking Lot Deadline" shall mean: for the 2021 Game, within ten (10) business days following all Parties having signed this Agreement; and, for subsequent Games, by or before the July 1st that immediately precedes the Game. The Parties acknowledge and agree that the City modification of the Parking Lots permitted by this subsection is not intended to nor shall it be construed to affect the number of nor location or distance from the Stadium of such Schools' Parking Spaces or additional parking spaces for purchase by each School for each Game to be afforded to the Schools under this Section 9 and as set forth in Exhibits D and E. Notwithstanding the foregoing, the Parties acknowledge and agree that there is contemplated development within Lot J and other areas within or adjacent to the Sports and Entertainment Complex and should such development affect the parking spaces listed on Exhibits C, D or E attached hereto, the City will use commercially reasonable efforts to provide alternate surface or structured parking with an equal number of parking spaces in one or more substantially equivalent locations to those set forth on Exhibits C, D, and E attached hereto.

10. Financial.

a. Ticket Revenues. The Schools shall retain all Ticket Revenues to each Game. City shall pay or cause to be paid to the Schools for the City Purchased Tickets, Additional City Tickets, and Suite

Tickets at the published ticket price for all such Tickets by or before the Settlement Date (as hereinafter defined) that immediately follows each Game.

b. Expenses of Operation. Each Party will be responsible for all expenses necessary to perform its respective obligations under this Agreement. Unless otherwise specifically set forth in this Agreement, the Schools shall have no monetary or other financial obligation to the City.

c. Minimum Guaranteed Royalty. With respect to each Game and in addition to those other amounts set forth in this Agreement, the City agrees to pay the following amounts to each of Georgia and Florida as minimum guaranteed royalties, payable by or before the Settlement Date which immediately follows each Game (each, a “Minimum Guaranteed Royalty” and collectively, the “Minimum Guaranteed Royalties”):

- (1) For the 2021 Game: \$1,000,000 per School;
- (2) For the 2022 Game: \$1,250,000 per School;
- (3) For the 2023 Game: \$1,250,000 per School, and
- (4) If the Extension Option is exercised:
 - (a) For the 2024 Game: \$1,500,000 per School; and
 - (b) For the 2025 Game: \$1,500,000 per School.

In addition to the Minimum Guaranteed Royalty for each Game, the City shall also pay to each School that amount, if any, owed under Section 12 of this Agreement if one or more areas of temporary seats are not installed. The Minimum Guaranteed Royalties represent royalty payments on account of the rights, including intellectual property rights licensed by the Schools to the City under this Agreement. The Schools’ activities under this Agreement will be limited solely to activities intended to promote the Schools and their programs.

d. Suite Ticket Revenue. City agrees to cause to be paid to the Schools, by or before the Settlement Date which immediately follows each Game, those amounts due for Suite Tickets for that Game at the published ticket price for each Suite Ticket. For avoidance of doubt, the Schools shall not be entitled to any revenues generated from use of the Suites that are in excess of the Suite Ticket revenues described in Section 10a and specifically shall not have any right to any amounts charged for the use of Suites that may be charged in addition to the published price of each Suite Ticket.

e. Expense Reimbursement Payments to Schools. The City agrees to pay \$60,000 to Georgia and \$60,000 to Florida with respect to each Game to offset, in part, each School’s respective travel, lodging, and game day expenses, such amounts to be paid by or before the Settlement Date which immediately follows each Game. In addition to the foregoing, the City agrees to reimburse Georgia for Georgia’s actual out-of-pocket cost, capped however by the Maximum Air Travel Cost defined hereafter, incurred in chartering aircraft of Georgia’s choosing to transport Georgia’s football team, coaches, administration personnel, and other official traveling party from Athens, Georgia to Georgia’s chosen destination in northeast Florida for each Game and return air travel from northeast Florida to Athens, Georgia (the “Air Travel Cost”). Georgia agrees to attempt to procure its air travel for each Game in a manner that will avoid a mark-up for this specific trip and in such manner that the Air Travel Cost is comparable to other Georgia air travel for other football games. The Air Travel Cost shall include any and all reasonable charges incurred by Georgia related to such air travel. Georgia shall invoice the City for such Air Travel Cost by no later than two (2) weeks before the Settlement Date that immediately follows each Game and the City shall pay to Georgia the Air Travel Cost by such Settlement Date. The Air Travel Cost for a single Game shall not exceed the sum of \$350,000 (the

“Maximum Air Travel Cost”). Georgia agrees to provide, upon request of the City, such additional documentation regarding the Air Travel Cost for each Game as the City may reasonably request.

f. Settlement. City agrees that, on or before the Settlement Date which immediately follows each Game, City shall remit to the Schools all amounts due to the Schools under this Agreement, including without limitation those amounts for the City Purchased Tickets, the Additional City Tickets, the Suite Ticket revenue, those amounts due under Section 10a through 10e, Section 12 (if any), and Section 14, and the Parties shall remit to each other, as the case may be, the amounts due pursuant to Sections 18 and 21 of this Agreement. For avoidance of doubt, all such amounts are intended to be cumulative and all amounts applicable shall be paid for that Game. Contemporaneously with payment of such amounts to the Schools, all Parties agree to provide such additional documents in such format as would be reasonably necessary for the other Parties’ verification of the amounts paid at the Settlement Date. (Any reference in this Agreement to “Settlement” shall be deemed to refer to the settlement process described in this subsection that is to occur on or before the Settlement Date.) Each Party reserves all rights to review the other Parties’ proffered documents and each Party’s receipt of such accounting and/or payment does not constitute a waiver of each such Party’s right to challenge or contest the accuracy of any such amounts. Each Party may complete such review, including any audit as set forth in Section 25 below, within three (3) years after each Settlement Date per Game (being the same period each Party agrees to keep the records for each Game). After such three (3) years, then any and all undisputed amounts shall be deemed settled and final by the Parties. The Schools shall provide written direction to the City and the Stadium Manager as to the addresses/payees of sums owed to the Schools on the Settlement Date no later than thirty (30) days after each Game, and the City and Stadium Manager shall likewise provide similar written direction to the Schools for payment due to the City, if any, pursuant to Section 21 below.

g. Accrual of Interest. Any amounts not paid when due by any Party under this Agreement shall bear interest from the date that such payment was due at the lesser of: (1) one and one-half percent (1.5%) per month; or (2) the maximum rate permitted by law.

h. Costs of Schools. As between the Schools and the City, each School assumes and shall pay all costs arising from its respective use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated by each School or its designee in connection with the rights that the School may exercise and the obligations that the School must discharge under this Agreement and, to the extent permitted by law, each School shall be responsible for all damages, costs and expenses in law or equity for or on account of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by the School, and its respective designees, and their contestants and exhibitors, in connection with a Game or this Agreement. Charges by ASCAP, BMI and SESAC for any materials or other content furnished or used by a School are specifically included.

i. Costs of City. As between the City and the Schools, the City assumes and shall pay all costs arising from its use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated by the City or its designee in connection with the rights that the City may exercise and the obligations that the City must discharge under this Agreement and, to the extent permitted by law, the City shall be responsible for all damages, costs and expenses in law or equity for or on account of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by the City, the Stadium Manager, their respective designees, and their contestants and exhibitors, in connection with a Game or this Agreement.

Charges by ASCAP, BMI and SESAC for any materials or other content furnished or used by the City are specifically included.

11. Use of Licensed Facilities.

a. Generally. The Licensed Facilities shall be used by the Parties for the annual regular season Game and such ancillary uses as described in this Agreement, and for no other purpose whatsoever. The Parties shall use the Licensed Facilities in accordance with applicable laws, rules, regulations and ordinances and to the extent it is within the Parties' control and not as a result of the negligence or intentional acts or omissions of the City (subject to the provisions and limitations of section 768.28, Florida Statutes, the provisions and limitations of which are not waived, altered, or expanded by anything herein), the City's employees or agents, or individual retained, employed or contracted with to act at the instance of the City (including without limitation the Stadium Manager for the Stadium retained by the City and for the seating bowl being managed by the Stadium Manager). The Parties shall not permit the Licensed Facilities, or any part thereof, to be used for any unlawful or immoral purposes or in any manner as to injure persons or mar, deface or damage property. The Parties will not post or exhibit nor allow to be posted or exhibited signs, advertisements, show-bills, lithographs, posters or cards of any description inside or in front or on any part of the Licensed Facilities, except as set forth in Sections 18 and 19 below (including but not limited to, being in compliance with the Pre-Existing Rights and the signage ordinance codified in Chapter 326, Ordinance Code and the City's charter).

b. Walk-Through. Provided weather permits and subject to scheduling to avoid any conflict with field preparations set forth in Section 12b below, the team from each School shall be permitted to conduct a walk through on the playing field of the Stadium during the Operative Period before each Game.

c. Kick-Off. Each Game shall have a kickoff time determined jointly by the Schools and the SEC.

d. Halftime and Performers. The Schools agree that each Game shall have a halftime intermission of at least fifteen (15) minutes or such other time as may be required by those rules, regulations, by-laws, policies, and agreements of the National Collegiate Athletic Association ("NCAA") and/or of the SEC, including without limitation the media rights agreements into which the SEC has entered and may enter into during the Term, both now or hereafter existing and as may be amended from time-to-time during the Term, which are applicable to or binding upon the Schools (collectively referred to as the "NCAA and SEC Policies and Agreements"). The Schools shall have complete authority with respect to the bands and other entertainment which may be presented on the field during the halftime intermission of each Game; subject, however, to the requirements of the Stadium Manager as to then-prevailing weather conditions (for example, protecting the playing field against the wear and tear of a marching band during heavy rain). The Schools will exercise their respective best efforts to negotiate into any contracts with third-party halftime or other performers provisions: (1) prohibiting such performers from including within their speech, song, music conduct or manner material that will violate or incite others to violate any statute, law, ordinance, rule, regulation or order of any federal, state, municipal or other governmental authority; (2) that if such performers do speak, sing, play, perform or otherwise act in any manner which shall cause the City, any person, organization or authority whose duty it is to enforce any such statute, law, ordinance, rule, regulation or order to maintain public safety within the Licensed Facilities to think that performers have violated or incited others to violate any such statute, law, ordinance, rule, regulation or order, to permit the City to

terminate the performance in progress; and (3) under which such performer agrees to indemnify and hold harmless the Schools and the City of and from any claims or losses arising from or related to the speech, song, playing, performance or other action of such performer.

e. NCAA and SEC Policies and Agreements. The Parties understand and agree that neither the City nor its Stadium Manager is a member of the NCAA or the SEC. To the extent any provision of this Agreement requires the City, or the Stadium Manager, to perform pursuant to the policies, standards, and requirements of the NCAA and the SEC Policies and Agreements, then the City's and the Stadium Manager's respective performance shall be conditioned upon a School's or Schools' prior written notice to the City and the Stadium Manager identifying the policy, standard or requirement and providing a reasonable opportunity for the City and the Stadium Manager's performance of the same. If there are any revisions to any of the NCAA and the SEC Policies and Agreements of which either School becomes aware after the Effective Date that materially and adversely affect either the City or the Stadium Manager in connection with the rights or obligations of either under this Agreement, then Parties shall negotiate in good faith the appropriate resolution of any such subsequent revisions.

12. Stadium and Parking Lots Operation and Management. Subject to the licenses granted to the Schools to utilize the Licensed Facilities to present each Game, the City agrees to provide, operate and manage the Stadium and manage all operations at the Stadium, including the Licensed Facilities and the Parking Lots, during each Operative Period for each Game in accordance with the terms, conditions, requirements and specifications set forth in this Agreement, subject to the Pre-Existing Rights, all at no cost to the Schools except as may be expressly set forth in this Agreement. The City, through its Stadium Manager, shall only allow persons to enter the seating bowl of the Stadium or a Suite on the day of a Game with either a properly-issued credential or a Ticket (excepting, however, admission of those persons with 365-day rights to enter certain specified administrative or operational locations pursuant to the Pre-Existing Rights). Management of the Licensed Facilities by the City shall include without limitation management of the seating bowl of the Stadium, provision and operation of food and beverage concessions and operation of the Parking Lots. For each Game through the Term, the City shall furnish the Stadium and the Licensed Facilities in first class, safe condition consistent with the Game played in 2019, and operate the same in a first-class, safe manner consistent with the Game played in 2019 including without limitation those standards set forth in this Section 12. The seating at the Stadium for each Game shall be configured to be consistent with the approved Ticket Manifest. The Stadium and Licensed Facilities shall be, and the City shall operate the same, at all times during Operative Periods, in compliance with applicable laws, rules, regulations and ordinances, including but not limited to the Americans with Disabilities Act as well as any other applicable laws and regulations regarding access and seating, and in conformance with NCAA and SEC Policies and Agreements. For each Game, the Schools shall advise the City and Stadium Manager in writing of any applicable operational and safety protocols utilized by each School for games played on its campus and in its respective stadium during the applicable college football season (including, without limitation, those related to COVID-19). The Schools shall advise the City and Stadium Manager of those protocols in effect ninety (90) days prior to the applicable Game and shall thereafter, as soon as reasonably practicable, advise the City and Stadium Manager of any new protocols or changes or updates to such protocols for the applicable Game. City and Stadium Manager shall assist the Schools in the implementation of such protocols, including with respect to parking, tailgating, RV accommodations, guest and staff personal protective equipment (e.g., face coverings), guest and staff entry, and screening protocols. As between the City and the Schools, the City shall bear all expenses related to the implementation of such protocols for the applicable Game at the Stadium. City has subcontracted its obligations to manage and operate the Stadium for each Game, including without limitation City's obligations under this Section 12, to Stadium Manager, and by its Joinder and Consent in Exhibit F, the

existing Stadium Manager agrees to perform in accordance with all terms and conditions of this Agreement. The Stadium shall be configured for each Game with a minimum seating capacity of 82,917, or such lesser amount as approved by the Schools; provided, however, any reduced seating capacity or limitation upon the sale of tickets (including without limitation a prohibition on spectators in attendance at a Game) arising from or relating to a Force Majeure Event or Force Majeure Consequences (as such terms are hereinafter defined) shall be governed by the terms of Sections 6d(2) and 28 of this Agreement. As to any Game, the Parties may mutually agree not to install all or a portion of the temporary seating at the Stadium. For avoidance of doubt, the express written consent of both Schools and the City shall be required to forego installation of temporary seating and such determination shall be made in the sole discretion of each Party. In the event that both Schools and the City agree in writing to forego installation of temporary seating in all or a portion of the Stadium for a Game, the City shall pay to the Schools the following additional royalty compensation for such Game:

- \$400,000 per School if no temporary seats are installed in the North End Zone;
- \$200,000 per School if no temporary seats are installed in the South End Zone; and/or
- \$150,000 per School if no temporary seats are installed in the East and West Clubs.

For clarity, the amounts listed above are intended to be cumulative and the City shall pay to the Schools all such amounts that apply. By way of illustration but not limitation, if no temporary seats are installed in the North End Zone and South End Zone for a particular Game, then the City shall pay to each School an additional royalty of \$600,000 for the Game. Any election by the Parties not to install temporary seats for a Game shall be made on or before the May 1st that immediately precedes the Game. The Parties agree that, for the 2021 Game, the Schools and City have agreed that no temporary seats will be installed in the North End Zone.

a. Stadium Management Company. City represents that it has subcontracted with SMG, a Pennsylvania partnership, a division of ASM Global, a Nevada corporation (“SMG”), a nationally recognized sports facility management company, to manage and operate the Stadium for events during the term of the City’s agreement with SMG. (A third party entity, currently SMG, to which the City subcontracts management and operation of the Stadium during the Term of this Agreement, is hereinafter referred to as the “Stadium Manager”.) The City represents and warrants that its management agreement with SMG, entered into July 31, 2017, for management and operation of the Stadium expires by its terms on March 31, 2022, with two (2) additional, consecutive one (1) year renewal options remaining (the “Existing Management Agreement”). The City acknowledges that the identity, qualifications, and experience of the Stadium Manager are of critical importance to the Schools. Accordingly, the City agrees that the Stadium, for each Game, shall be managed and operated by a nationally recognized sports facility management company with key personnel possessing significant experience operating outdoor stadia for college football games regardless of the expiration of the Existing Management Agreement (noting, however, Section 9 of the JLL Lease requires the joint selection of any successor Stadium Manager be by both the City and JLL). City further acknowledges and agrees that it is a condition precedent to the effectiveness of this Agreement that City shall cause SMG to execute that certain Joinder and Consent in the form attached hereto as Exhibit F. Additionally, City agrees to cause any successor Stadium Manager to execute and deliver to the Schools the same Joinder and Consent (revised only to the extent necessary to conform and complete the Joinder and Consent to identify such successor Stadium Manager) and signed by an authorized representative of such successor Stadium Manager, and that such execution and delivery of the conformed Joinder and Consent shall constitute a condition precedent to the effectiveness of any such subcontract between City and the successor Stadium Manager (the “Conformed Joinder”). A breach of this Agreement shall be deemed to occur in the event that either: (1) the City fails to cause execution and delivery of Exhibit F

from SMG contemporaneously with execution and delivery of this Agreement by the City (without the requirement of an opportunity to cure); or (2) a Conformed Joinder from a successor Stadium Manager has not been delivered to the Schools, subject to the provisions of Section 30 with respect to written notice and an opportunity to cure.

b. Field Prep and Markings. The City shall cause the Stadium to be prepared for college football at the start of each Operative Period for each Game, provided, however, that the Schools shall have the right of complete approval over the look of the playing field. The City shall provide the playing field with those markings and logos specified in the NCAA and SEC Policies and Agreements, together with any additional markings and logos specified by the Schools for each Game, and recognition of a commercial entity by application of a logo on the field of only the “Permitted Title and/or Presenting Sponsor” as defined in the Amended and Restated Naming Rights Agreement, at the City’s expense). The Parties agree that the Amended and Restated Naming Rights Agreement does not require the installation of a field mark for the Naming Rights Sponsor (as hereinafter defined) for any Game and that the Parties are not required to install the Stadium Name or Stadium Mark on the field of the Stadium for any Game. The markings and logos provided to the City shall take into consideration the minimization of damage to the playing field. The Schools shall send written notice to the City and Stadium Manager specifying all field prep and markings no later than fifteen (15) business days prior to each Game. All such markings and logos specified by the Schools shall be completely installed no later than noon on the day before each Game.

c. Inspection. The Schools may inspect the Licensed Facilities and request reasonable changes prior to, and as a condition of, commencement of each Operative Period, but the Schools assume no duty to do so nor to ascertain whether the Licensed Facilities are in a reasonable and safe condition. Any inspection by the Schools shall occur in association with the Schools’ review of the City’s plans set forth in Section 15b below.

d. Equipment; Services; Utilities. The City shall provide standard football playing equipment within the Stadium in accordance with the NCAA and SEC Policies and Agreements and as specifically advised by the Schools, plus first class scoreboards and public address system with in-house audio and video, by the start of each Operative Period and for each Game. The City shall furnish, as required for each Game, general lighting from the permanent fixtures and equipment in the Stadium, electricity, heat or air conditioning as may be appropriate, water for normal usage as now installed in the Stadium, and normal janitorial services consistent with the level provided for a sold-out football game. Prior to the day of each Game, the City shall ensure that: (1) all Licensed Facilities are cleaned and washed; (2) scoreboards are relamped and repaired; (3) Suites are cleaned and all windows washed; (4) all field lights are checked and relamped where necessary; (5) any loose equipment and materials are moved and stored in nonpublic areas; (6) the field is painted and stenciled as provided in subsection b above; (7) the playing field is in a first-class condition and free of any patent or latent conditions that could cause injury; and (8) all seats and aisles are clearly numbered and/or lettered consistent with the seating manifest and Ticket Manifest provided by the City and approved by the Schools for each Game.

e. Scoreboards; Public Address; Game Clocks. In conducting each Game, the Schools may utilize all Electronic Signs and all other audio systems in the Stadium, as well as any other matters specifically set forth in this Agreement, subject only to those specific limitations and rights granted and recognized in this Agreement. The SEC or home School shall provide all game officials, chain crew, instant replay system and game clock operators, and the Schools shall jointly agree upon and designate a neutral public address announcer for each Game. The Schools shall respectively provide at their expense all medical personnel as may be desired for each Game. City’s Stadium Manager shall operate

the videoboards and shall otherwise coordinate with the Schools regarding the respective obligations under this subsection.

f. City Access and Controls. Except as specifically set forth otherwise in this Agreement, the City and its officers, agents and employees engaged in the operation and maintenance of the Licensed Facilities and the Stadium shall have the right to enter upon and to have free access to the Licensed Facilities and the Stadium at any and all times for proper purposes provided they present a properly issued credential and subject to the rights of the Schools as set forth in this Agreement. However, access to sidelines and to the press box on the day of a Game must be appropriately credentialed following the review and joint approval of the Schools for all such credentials set forth in Section 8 above. Further, access to team locker rooms shall not be permitted when occupied by a team except for bona fide emergencies requiring the presence of police, fire fighter, emergency/rescue, or maintenance personnel. The City reserves the right, through the Stadium Manager and its representatives, to eject for good cause and in a reasonable manner any objectionable person or persons from the Stadium and upon the exercise of this authority through the Stadium Manager, agents or police officers.

g. Staffing. The City shall provide, at its own expense, staffing for the operation of the Stadium during each Game as determined by the City's Sports & Entertainment Office and its Stadium Manager. The staffing will be at least at that same level as for other football games at the Stadium, at least consistent with the 2019 Game, with personnel and services set forth in Exhibit G attached hereto. The City acknowledges and agrees that staffing levels and quality of the staffing are extremely important to the presentation and experience of each Game and reflect upon the prestige and goodwill of the Schools. The City agrees to develop and submit to the Schools for their review, on or before the September 1st preceding each Game, a plan for staffing each Game. Such staffing plan shall set forth the functional staffing areas, the number of staff for each functional area, and the staffing plan for the upcoming Operative Period. All such personnel provided by the City are to be under the sole direction and control of the City and are not to be considered employees or agents of the Schools.

h. Security. Working in conjunction with the appropriate local, state, and federal governmental agencies, the City shall be responsible, at its sole expense, for development and implementation of a plan for security, traffic, and the safety of participants and spectators at its sole expense (the "Game Security Plan"). The City agrees to keep the Schools advised with respect to such Game Security Plan. Such Game Security Plan shall include, but not be limited to the staffing and standards set forth in Exhibit G and the provisions of Section 15b below.

i. Vacating Licensed Facilities. At the end of each Operative Period, each School shall discontinue use of and vacate the Licensed Facilities. In the event that the Schools do not discontinue their use of the Licensed Facilities at the end of each Operative Period, then the City is hereby authorized to remove from said Licensed Facilities, at the expense of that School which has failed to remove such items, all goods, wares, merchandise and property of any and all kinds and description placed therein by the particular School and which may be then occupying the same.

j. Repairs and Maintenance. City shall be responsible, at its sole expense, for all maintenance and repair of the Stadium and the Licensed Facilities during each Operative Period and for each Game, unless the need for the maintenance or repair of the Stadium or the Licensed Facilities is caused by the negligence or intentional misconduct of either School (and in such event, the School causing such damage shall be responsible for the reasonable cost to repair the same).

13. Change of Ownership of Stadium or Parking Lots or of Management of Stadium.

a. Change of Ownership of Stadium. The City shall promptly notify the Schools in writing if there is a change in the ownership of the Stadium. In such event, either School shall have the right to terminate this Agreement, upon written notice to the City, without further liability of any Party. Should the Schools determine not to terminate this Agreement, the City acknowledges that the new owner of the Stadium shall be bound by all terms and conditions of this Agreement to which the City is bound hereunder. The City agrees that, as a condition precedent to transfer of ownership of the Stadium, written acknowledgement shall be obtained from the transferee acknowledging that it is bound to all terms and conditions of this Agreement that are applicable to the City.

b. Change of Management of Stadium. The City shall notify the Schools in writing of any change in the Stadium Manager during the Term, including at the expiration of the Existing Management Agreement. If the City fails to engage a successor Stadium Manager according to the criteria set forth in Section 12a above, or if such successor Stadium Manager fails to deliver an executed counterpart of the completed Conformed Joinder, either School may terminate this Agreement according to the procedures set forth in this Agreement.

c. Change of Ownership of Parking Lots. The City shall promptly notify the Schools in writing if there is a change in the ownership of the Parking Lots. In such event, either School shall have the right to terminate this Agreement, upon written notice to the City, without further liability of any Party. Should the Schools determine not to terminate this Agreement, the City acknowledges that the new owner of the Parking Lots shall be bound by all terms and conditions of this Agreement to which the City is bound hereunder. The City agrees that, as a condition precedent to transfer of ownership of the Parking Lots, written acknowledgement shall be obtained from the transferee acknowledging that it is bound to all terms and conditions of this Agreement that are applicable to the City.

d. “Change of Ownership” Defined. For purposes of this Section, “change of ownership” shall mean the City’s transfer of ownership to a third party. The term “change of ownership” shall not apply to any situation in which the City creates an owned or controlled authority, department, division, commission, or board as part of the Consolidated Government of the City of Jacksonville, and transfers ownership to such owned or controlled entity.

14. Concessions; Alcoholic Beverages Inside Stadium.

a. Team Areas and Concessions. Except for sidelines and locker rooms (the “Team Areas”), the City specifically reserves to itself or its assignee any and all food and beverage concessions, including, without limitation, alcoholic and non-alcoholic beverages, confections, candies, gum, drinks, ice cream, food, and checking taxicabs (but excluding from this Section game program rights and public event merchandise licensed by each School set forth in Section 21 below) (collectively, the “Concessions”), and will have the privilege of canvassing, selling, and otherwise hawking such Concessions; provided however that alcoholic beverages shall be sold in strict accordance with all Stadium policies, applicable laws and regulations, and the terms of subsection b below. Reasonable limitations upon the Concessions operation may be imposed on the City upon written request by the Schools. Each School shall have the exclusive right to provide its own apparel and equipment (including without limitation the headsets worn by coaches) as well as food and beverages for its Team Areas as well as the exclusive right to display the marks and other distinctive indicia of providers of any such equipment, food and/or beverages in the Team Areas.

b. Alcoholic Beverages. Alcoholic beverages sold at the Stadium as provided by subsection a immediately above may be sold only in concession areas and may not be sold or hawked by roving vendors in the seating bowl without the prior written approval of the Schools. City acknowledges and agrees that the Stadium concessionaire under the JJJ Lease shall carefully monitor the sales of alcoholic beverages and shall strictly comply with applicable law and applicable alcoholic beverage license(s), Stadium policy regarding sales of alcoholic beverages at the Stadium, and best industry practices with respect to sales of alcoholic beverages at sports events. The City and its designee agree the sale of alcoholic beverages within the non-premium (i.e., non-Club and non-Suite) areas of the Stadium shall cease at the conclusion of the third quarter of each Game. The City agrees that, after the conclusion of the third quarter of a Game, it will strictly monitor and control egress from the Suites and Club areas and Club seating areas to prevent any alcoholic beverages from being brought into other areas of the seating bowl or other areas of the Stadium where alcohol is not permitted. Net revenues from the sale of alcoholic beverages within the Stadium actually received by the City (i.e., exclusive of applicable sales tax and revenues retained by the Stadium concessionaire), exclusive of all Suite alcohol sales, shall be divided equally among the Parties, with each Party receiving one-third (1/3) of such revenues, and shall be paid by the Settlement Date. Additionally, it is permissible for City or its designee to supply alcoholic beverages during the Games for non-public areas within the Stadium, such as to designated School hospitality areas and for Suites. All sales and other distribution of alcoholic beverages shall at all times be handled in accordance with applicable law and regulations, including without limitation the Florida and any local liquor license applicable to the Stadium.

15. Public Safety.

a. The City shall be responsible, at its own expense, for all traffic planning and implementation, Parking Lot access, enforcement of alcoholic beverage laws, and security for each Game, both within and outside of the Stadium. The City and the Schools agree that the longstanding and valued tradition of the Game should be balanced with public safety, and as such, the City agrees to use its best efforts to cause the enforcement of alcoholic beverage laws. As part of such best efforts, the City agrees to provide six (6) "student safety stations" in varying locations, times, and quantities in the downtown Jacksonville area during the weekend of each Game.

b. The City shall develop and shall submit to the Schools for their review and approval the City's Game Security Plan referenced in Section 12h above, regarding traffic flow, parking, enforcement of alcoholic beverage laws (including specifically open container and underage consumption of alcohol), and security for each Game, which approval by the Schools shall not be unreasonably withheld, conditioned, or delayed. The City shall submit such City Game Security Plan to the Schools by or before the September 1st that immediately precedes each Game and the Schools shall review and comment within thirty (30) days of their receipt of such plan. If the City receives comments from either School, the City shall resubmit a revised City Game Security Plan within fifteen (15) days of the later date of either School's comments, in which event either School has fifteen (15) days to review and comment as to the revisions. Failure of either School to provide timely comments to the City as to the initial proffered City Game Security Plan or revisions shall be deemed such School's approval. Approval of any City Game Security Plan or amended and revised plan shall occur no fewer than thirty (30) days preceding each Game. The Parties acknowledge and agree that such plan and the timely review and approval process is necessary to emphasize the importance that these operations have on the success of each Game, as well as the experience, atmosphere, and events surrounding each Game.

16. Construction. The City shall promptly send written notice to the Schools concerning any new construction or capital improvement to be performed by the City to the Stadium during the Term (but

excluding from this requirement any maintenance, replacement, and repairs to existing components) (the “Construction”). The Schools shall have thirty (30) days to provide comments to the City concerning the Construction; it being understood that the notice is to solicit comments from the Schools and shall not in and of itself trigger an event of default under this Agreement. Construction at the Stadium shall be permitted by the Schools so long as: (a) the Licensed Facilities will be, and are, available during the Operative Period for each Game as required by this Agreement; and (b) there is no material adverse effect or diminution of the Licensed Facilities as existed on the Effective Date of this Agreement during the Operative Period for each Game as required by this Agreement.

17. Promotion and Marketing of each Game by the City. The City agrees to maintain a Georgia/Florida – Florida/Georgia alternating home Game theme, and the City agrees to follow reasonable directives from the Schools as to tickets and seating policies for the Game. The City agrees to use the full name designated by the Schools for each Game in each and every reference to each Game from time to time during the Term. The City shall also cause all third parties with which it may contract regarding each Game to use the full name designated by the Schools in each and every reference to each Game by such third party. The City agrees to develop and submit to the Schools a written plan (the “Sponsorship and Marketing Plan”) containing: (a) the City’s proposed marketing and promotion of the Game as well as proposed distribution of information in the Jacksonville community that promotes the Game and the City Events (as hereinafter defined); and (b) the City’s proposed exercise of the Sponsorship Rights (as hereinafter defined) in accordance with Section 18 of this Agreement. The City shall submit the Sponsorship and Marketing Plan to the Schools: for the 2021 Game, within fifteen (15) business days after all Parties have signed this Agreement; and, for subsequent Games, by or before the June 15th which immediately precedes the Game. The Schools shall review and comment within thirty (30) days of their receipt of the Sponsorship and Marketing Plan. If the City receives comments from either School, the City shall resubmit a revised Sponsorship and Marketing Plan within fifteen (15) days of the later date of either School’s comments, in which event either School has fifteen (15) days to review and comment as to the revisions. Failure of either School to provide timely comments to the City as to the initial proffered Sponsorship and Marketing Plan or revisions shall be deemed such School’s approval. Approval of any Sponsorship and Marketing Plan or amended and revised Sponsorship and Marketing Plan shall occur no fewer than thirty (30) days preceding each Game. The Parties acknowledge and agree that such plan and the timely review and approval process is necessary to emphasize the importance that such marketing, promotion or sponsorship shall have on the success of each Game, as well as the experience, atmosphere, and events surrounding each Game.

18. Sponsorship and Marketing Rights.

a. Sponsorship and Marketing Rights Generally to Each Game. As between the City and the Schools, the Schools shall exclusively own and control all worldwide rights for promotion, marketing, sponsorships, merchandising, and related granting of commercial recognition in connection with or relating to the Games. The City releases to the Schools the sole and exclusive right to exercise and exploit all rights for promotion, marketing, sponsorships, merchandising, and related granting of commercial recognition for each Game, including without limitation the rights to: enter into a title sponsorship agreement for each Game (subject, however, to the provisions set forth in Section 18c below); enter into other sponsorship and marketing agreements for each Game; sell event merchandise within the Stadium and elsewhere within the Parking Lots (such as game programs and other licensed merchandise); and develop and license marks and logos for each Game (as further described in Section 22 below); however, the foregoing shall be at no cost or expense to the City unless specifically set forth in this Agreement. Subject to the foregoing, the Schools jointly grant to the City a limited, exclusive, and revocable license (with no right of sublicense except as expressly approved by the Schools) to

exercise those sponsorship and marketing rights to each Game expressly set forth in this Section 18 (collectively, the “Sponsorship Rights”), which license to exercise the Sponsorship Rights shall be subject to and limited by the Sponsorship Guidelines (as hereinafter defined). The City accepts and agrees to exercise such license for the Sponsorship Rights, subject to the Sponsorship Guidelines. In exercising such Sponsorship Rights, as between the City and the Schools, the City shall be entitled to retain the revenue generated by such Sponsorship Rights and the City shall bear all expenses in the exercise of the Sponsorship Rights.

b. In-Stadium Sponsorship Recognition. Subject to those restrictions and limitations set forth in this Section 18, including the Sponsorship Guidelines, the Sponsorship Rights shall allow the City to control all rights to sponsor and other commercial recognition within the Stadium during each Operative Period which may be displayed electronically or by use of temporary signs and banners, including without limitation all available electronic advertising capacity on the Electronic Signs, the public address system at the Stadium, and the “Field Wall Signs” (as defined in Amendment Number 8 to the Initial JJJ Lease and as otherwise governed by the JJJ Lease) (collectively, the “In-Stadium Sponsorship Recognition”); provided, however, the City must fulfill all requirements of and comply at all times with the restrictions, limitations, terms and conditions of the Amended and Restated Naming Rights Agreement for the Stadium and, provided further, the City and Schools may not cover up or block (whether physically or via technology) any existing Fixed Signs, the Naming Sponsor Scoreboard Inventory or the JJJ Fixed Signage Equivalency as defined in the Pre-Existing Rights. The Parties agree to be bound by and comply with all restrictions and limitations set forth in this Section 18. The City represents and warrants that the Pre-Existing Rights do not grant to any other person or entity the right to grant or utilize any In-Stadium Sponsorship Recognition during the Game, with the exception of those rights recognized for the Naming Rights Sponsor in this Section 18b. As between the City and the Schools, the City shall have exclusive control of the in-Stadium LED ribbon boards, which are located on the east and west and interior fascia beneath the upper concourses on each side of the Stadium and on the interior fascia of the north and south end zones on the day of each Game during the hours that the Stadium gates are open (the “City Game Day Inventory”). Scheduling of the City Game Day Inventory shall be subject to the mutual agreement of the Schools and the City, not to be unreasonably withheld, conditioned or delayed. With respect to the inventory to be provided for use by the Naming Rights Sponsor for each Game, including without limitation on the LED ribbon boards, the Video Scoreboard, and the public address system, the Schools shall not be responsible for any production costs for production of such inventory and recognition.

(1) City shall develop a plan for use of the In-Stadium Sponsorship Recognition for each Game which shall be included in the Sponsorship and Marketing Plan and shall be submitted to the Schools for their review and written approval. Such plan shall be submitted by the City to the Schools: (a) for the 2021 Game, within fifteen (15) business days after all Parties have all signed this Agreement; and (b) for subsequent Games, by or before the June 15th that immediately precedes the Game. The City acknowledges that development and approval of such Sponsorship and Marketing Plan is essential to a quality presentation of the Game. The Sponsorship and Marketing Plan shall reserve mutually agreed inventory for the Schools on the Electronic Signs (subject to the terms and conditions of the JJJ Lease), by means of the public address system, and other platforms mutually agreed by the Parties, to use to provide information about and promote the Schools, their academic and their athletic programs, as well as welcome messages and public service announcements from the Schools and shall also reserve, for exercise by each School, the Schools’ Sponsorship Rights (as hereinafter defined). The City shall promptly provide updates to the Schools for any additional In-Stadium Sponsorship Recognition for each Game developed and scheduled after the June 15th immediately preceding such Game.

(2) The City shall use the In-Stadium Sponsorship Recognition to fulfill the Amended and Restated Naming Rights Agreement in accordance with its terms. The recognition provided to and for the benefit of the Naming Rights Sponsor shall be in accordance with the requirements and limitations set forth in the Amended and Restated Naming Rights Agreement and such recognition shall not include terms stating or implying, or be presented in such a way to suggest, that the Naming Rights Sponsor is presenting, sponsoring or acting in any official capacity for the Game or is otherwise a Game sponsor. The Schools shall not be responsible for any costs for fulfillment of the Amended and Restated Naming Rights Agreement or any production of such inventory or recognition provided to the Naming Rights Sponsor under the Amended and Restated Naming Rights Agreement.

(3) For avoidance of doubt, any on-field or other in-Stadium events or recognition on the day of the Game shall be subject to the review and approval of the Schools, not to be unreasonably withheld, conditioned or delayed.

c. Title and/or Presenting Sponsorship. Subject to the approval of the Schools as set forth in this Section 18c, the license to exercise the Sponsorship Rights granted by the Schools to the City shall include the exclusive right for each Game during the Term to secure a title and/or presenting sponsor for the Game (individually and collectively, the “Permitted Title and/or Presenting Sponsor”) and to retain all revenues therefrom. Granting of such right to a Permitted Title and/or Presenting Sponsor shall be in accordance with this Section 18, including without limitation the Sponsorship Guidelines set forth in Section 18f.

(1) Subject to the Schools’ approval in accordance with subsection (2) immediately hereinbelow, the rights that the City may grant to a Permitted Title and/or Presenting Sponsor for a Game include In-Stadium Sponsorship Rights, those Other Sponsorship Rights (as hereinafter defined) approved by the Schools, and logo/name recognition in association with the Game (e.g., “XXX presents [the Game]” or “[the Game], presented by XXX”; on-field recognition, other signage, and use of the Game Mark (as hereinafter defined). The Schools agree to reasonably cooperate with the City with regard to providing the same to a Permitted Title and/or Presenting Sponsor. Additionally, a “lock-up” logo may be created whereby the Permitted Title and/or Presenting Sponsor (including its logo/name) may be physically incorporated into a new Game Mark (e.g. “XXX River City Showdown or XXX Florida-Georgia Game or XXX Georgia-Florida Game)(which, for clarity, shall remain the “Game Mark”).

(2) The Schools shall have the right to review and approve each prospective Permitted Title and/or Presenting Sponsor as follows:

(a) The Parties shall meet on a quarterly basis to review and discuss the exercise of the Sponsorship Rights, including prospective Permitted Title and/or Presenting Sponsors. Such meetings may be held in person, by telephone, and/or by video conferencing.

(b) Any request for approval of a prospective Permitted Title and/or Presenting Sponsor shall be subject to the approval of the Schools, not to be unreasonably withheld, delayed or conditioned. City acknowledges that it shall not be unreasonable for either School to withhold the requested approval because of a reasonable belief by the School that either: (i) approval would violate the NCAA and SEC Policies and Agreements, including NCAA and/or SEC advertising or sponsorship regulations; and/or (ii) the prospective Permitted Title and/or Presenting Sponsor manufactures, sells, or distributes any product or service or is associated in any way with a Prohibited Title and/or Presenting Sponsorship Category (as hereinafter defined). Notwithstanding any other term

or condition of this Agreement, all requests by the City to use the Game Mark, including to sublicense to a Permitted Title and/or Presenting Sponsor, shall be in accordance with the terms and conditions of Section 22 of this Agreement.

(c) The City shall submit its written request to the Schools for approval of a prospective Permitted Title and/or Presenting Sponsor and, provided the request is received by both Schools at least ninety (90) days prior to the Game (exclusive of the 2021 Game which shall not be subject to such minimum ninety (90) day notice requirement), the Schools shall have ten (10) business days within which to review and respond to the request. Should the Schools not respond to the request within such a ten (10) business day period, the request shall be deemed approved. The failure of one or both Schools to respond shall not waive or relinquish the Schools' right to require approvals for subsequent requests.

(d) The foregoing approval process shall not apply to any such request that is not received by the Schools at least ninety (90) days before the applicable Game. For any approvals requested either for the 2021 Game or, for subsequent Games, within the period of ninety (90) days before the Game, the Schools shall have the right to review and approve any such prospective Permitted Title and/or Presenting Sponsor, such approval not to be unreasonably withheld, delayed or conditioned (but the ten business day approval period shall not apply).

(3) A Permitted Title and/or Presenting Sponsor may not manufacture, sell, or distribute any product or service in or that is associated in any way with those product or service categories listed in Exhibit H to this Agreement (individually, a "Prohibited Title and/or Presenting Sponsorship Category" and collectively, the "Prohibited Title and/or Presenting Sponsorship Categories").

(4) Any agreement between the City and a Permitted Title and/or Presenting Sponsor shall be in accordance with the applicable NCAA and SEC advertising and sponsorship regulations and the NCAA and SEC Policies and Agreements, and the Schools agree to notify the City of restrictions contained in such regulations and NCAA and SEC Policies and Agreements.

(5) Any new Game Mark shall remain subject to the terms of this Agreement, including without limitation Section 22 and the Schools' ownership of the Game Mark (including a "lock-up" logo), except that the Schools shall have no ownership of the Permitted Title and/or Presenting Sponsor's intellectual property incorporated within such new Game Mark.

(6) For avoidance of doubt, the license to secure a Permitted Title and/or Presenting Sponsor shall not include any rights or requirement that the media rights licensee of a Game, in its promotion or distribution of the Game, must refer to the Game to include the name of the Permitted Title and/or Presenting Sponsor, unless the City or Permitted Title and/or Presenting Sponsor(s) separately obtains the consent of the media rights licensee of the Game.

d. Other Sponsorship Rights and Recognition. In addition to the In-Stadium Sponsorship Recognition, the City may offer other forms of sponsorship recognition as part of the Sponsorship Rights that are reviewed and approved by the Schools (the "Other Sponsorship Rights"). By way of illustration, with the review and approval of the Schools, the City may grant to a sponsor the right to utilize the Game Mark in its marketing and advertising outside of the Stadium, but solely to promote its affiliation as a sponsor of the Game. Notwithstanding any other term or condition of this Agreement, any sponsor recognition granted pursuant to the Sponsorship Rights may only allow such recognition to

be exercised through and including that period prior to, during, and following the applicable Game as approved by the Schools in their reasonable discretion.

e. Sponsorship Rights Reserved to the Schools. Notwithstanding any other term or condition of this Section 18 or otherwise in this Agreement, the Schools reserve and retain all rights to use products in and provide sponsorship recognition to sponsors designated by the Schools with respect to the Team Areas, on player apparel, uniforms and equipment, and on coach and staff apparel and equipment, including without limitation use of the following and commercial recognition in and on the following (collectively, the “Schools’ Sponsorship Rights”):

(1) Apparel, equipment or footwear of any type (or of or for the distributor or manufacturer of apparel, equipment or footwear, even if the recognition is for the distributor or manufacturer only and does not include any recognition for apparel, equipment or footwear), including without limitation player apparel, uniforms and equipment, and coach and staff apparel and equipment;

(2) All beverages and food products, together with commercial recognition for all such products, including without limitation, all containers, cups, and vessels of any type;

(3) All communications and other equipment (e.g., headsets) that may be used in the Team Areas, including without limitation commercial recognition on such equipment;

(4) Medical equipment, including any medical tent utilized on the sideline of a Game, as well as all commercial recognition thereon;

(5) Backdrops, curtains, and other backgrounds used in interview areas adjacent to the locker rooms;

(6) In and adjacent to the Schools’ locker rooms at the Stadium;

(7) All media rights relating to the Game, including without limitation all commercial recognition in and to each distribution of a Game by any medium, whether now existing or hereinafter developed;

(8) All sponsor recognition in and to Game programs, whether printed, digital or in any other form, for the Game;

(9) In and for the media rights facilities at the Stadium for the Game; and

(10) Any other products, equipment or services utilized by a School in a Team Area, including without limitation commercial recognition on such products, equipment or services as well as any other commercial recognition within the Team Area.

f. Sponsorship Guidelines. Beginning as of the Effective Date, all sales of Sponsorship Rights by the City in connection with the Game shall be subject to the following terms, conditions, guidelines, limitations, and restrictions (collectively referred to as the “Sponsorship Guidelines”):

(1) Except as specifically set forth in subsection (1)(a) immediately hereinbelow, the Schools will retain rights of prior review and written approval, not to be unreasonably withheld, conditioned or delayed, over the exercise of all Sponsorship Rights or affiliation with a Game in any

way proposed by the City, whether as to particular assets or inventory with respect to which the City proposes to grant sponsorship recognition, identity of the sponsor or location, timing, or content of the sponsorship recognition according to the criteria set forth in these Sponsorship Guidelines. Notwithstanding the foregoing and regardless of the particular type of sponsor recognition to be granted, the City may only grant to sponsors, as part of any Sponsorship Rights, those designations approved by the Schools from time-to-time during the Term. By way of illustration but not limitation, the City may not grant to a sponsor the right to use the term “official” in connection with its sponsorship as it relates to the Game without the prior review and written approval of the Schools.

(a) Subject to Section 18c with respect to Permitted Title and/or Presenting Sponsors, City shall not be required to obtain approval from the Schools for any sponsorships for which the rights granted do not include the right to use the Game Mark. For avoidance of doubt, however, even sponsorships that do not include the right to use the Game Mark must adhere strictly to all Sponsorship Guidelines, including without limitation, the prohibition of any sponsor that manufactures, sells or distributes any product or service in those product or service categories listed in Exhibit I to this Agreement (individually, a “Prohibited Sponsorship Category” and collectively, the “Prohibited Sponsorship Categories”).

(b) For any sponsorships other than the Permitted Title and/or Presenting Sponsor level that seek to use the Game Mark, the City must obtain the approval of both Schools for the sponsorship, not to be unreasonably withheld, conditioned or delayed, which sponsorships may not be in any Prohibited Sponsorship Category and with the proposed use of the Game Mark subject to Section 22 of this Agreement. City shall submit its request to the Schools for their approval of the sponsorship and, if both Schools do not respond to the City within three (3) complete business days following receipt of the request for approval for sponsorship, then the proposed sponsorship shall be deemed approved.

(2) City may not grant any Sponsorship Rights to a sponsor that manufactures, sells, or distributes a product or service in or that is associated in any way with a Prohibited Title and/or Presenting Sponsorship Category or in a Prohibited Sponsorship Category.

(3) The City shall cause all sponsorships (including those associated with the Naming Rights Sponsor and the Permitted Title and/or Presenting Sponsor), signage and sponsorship recognition or affiliation with a Game and any other exercise of the Sponsorship Rights to be in accordance with applicable law and subject to the NCAA and SEC Policies and Agreements. By way of illustration but not limitation, the NCAA and SEC Policies and Agreements may contain limitations on signage that may be displayed within the seating bowl of the Stadium during the Game. For avoidance of doubt, the license of Sponsorship Rights by the Schools to the City remains subject to the rights of the Schools and the SEC to offer, sell, and incorporate commercial affiliation and recognition in and to the broadcast and other media accounts of each Game which are produced and distributed by the media rights licensees of the Schools and the SEC. Once a prospective Permitted Title and/or Presenting Sponsor has been approved by the Schools in accordance with the terms of Section 18c, the City may renew such agreement with the approved Permitted Title and/or Presenting Sponsor, and such agreement may extend beyond the term of this Agreement, provided that City shall require in any such agreement with a Permitted Title and/or Presenting Sponsor that such agreement shall automatically terminate as of the earlier of: (a) February 15, 2024 if the Schools do not exercise the Extension Option; or (b) the date of termination of this Agreement in accordance with the terms hereof. The Schools shall notify the City of those NCAA and SEC restrictions on sponsorships and terms of NCAA and SEC Policies and Agreements in effect from time to time throughout the Term that may affect the exercise of the

Sponsorship Rights. The Schools shall provide the City with notice of such restrictions that exist as of the Effective Date no later than thirty (30) days after all Parties have signed this Agreement.

(4) No sponsorship recognition granted by the City shall state, imply or suggest a recommendation or endorsement of or association with the sponsoring products or services by the Schools, their respective trustees, directors, officers, employees (including, without limitation, the coaches of such team) or student-athletes participating in the Game (such individuals collectively, the “School Representatives” and, individually, a “School Representative”). Sponsors specifically shall not utilize: (a) the words “preferred”, “partner”, “exclusive” or similar terminology to describe their relationship in a product or service category or with the Game or the Schools; or (b) the name, image or likeness of any current or former School Representative for any purpose whatsoever. Sponsorship recognition may not include the use or display of any trademarks, service marks, logos or other distinctive indicia of either School, except as may be incorporated into the Game Mark. Such sponsorship recognition may include use or display of the Game Mark, but only to the extent that the Schools grant to the City a license to use the Game Mark and then only in strict accordance with the license granted and terms and conditions set forth in Section 22 of this Agreement.

(5) The City and each particular sponsor shall be responsible for all of the content of the sponsor recognition and all materials associated with sponsor’s sponsorship display and affiliation with the Game. The responsibility of the City and sponsor shall include without limitation that the City and sponsor shall be responsible for obtaining all clearances, licenses, permissions, and consents (including without limitation all trademark and service mark licenses, rights of publicity, music clearances, synchronization rights, union and guild fees, and the like) as may be necessary or required to permit the inclusion of any property, tangible or intangible, owned by third parties into the sponsorship recognition or affiliation granted in the exercise of the sponsorship recognition for that sponsor.

(6) Any such sponsorship recognition may not display a message which contains a comparative or qualitative description of the sponsor’s products, services or facilities, price information about the sponsor’s products, services or facilities, or any message that otherwise endorses or which could be construed to constitute an endorsement of the sponsor’s products, services or facilities by the Schools or by any current or former School Representatives of either School or contains or constitutes a call to action. Such sponsorship recognition may only: (a) provide depiction of the sponsor’s logos or slogans established as part of the sponsor’s identity; (b) provide a listing of the sponsor’s locations, telephone numbers, and/or Internet addresses; and/or (c) recognize the sponsor for its support of and affiliation with the particular Game for which the sponsorship rights have been granted.

(7) The City shall be responsible for all labor and personnel costs in exercising such Sponsorship Rights and all costs of implementing and fulfilling each sponsor’s benefits and recognition.

(8) The license by the Schools to the City to exercise the Sponsorship Rights may not be sublicensed by the City nor may exercise of the Sponsorship Rights be subcontracted without the prior review and approval of the Schools, not to be unreasonably withheld, conditioned or delayed.

(9) City agrees that it will exercise the Sponsorship Rights only in a manner which is reasonably expected to conform to the highest standards applicable to the conduct of intercollegiate athletics in the United States and in a manner that is reasonably expected to preserve the integrity, character, and dignity of and enhance the reputation of the Schools and to preserve the substantial goodwill associated with the Game and the Schools. Such exercise of the Sponsorship Rights shall further be consistent, at all times, with high community standards and with messaging and recognition

that preserves and enhances the integrity, character, dignity, and reputation of the Schools, the Game, and the City of Jacksonville.

(10) The City may retain an agent or representative to solicit sponsorship opportunities that the City may grant in its exercise of the Sponsorship Rights, provided however that the City may not sublicense or subcontract any such rights to such agent or representative and only the City (and not the agent or representative) may enter into agreements granting sponsorship recognition in the exercise of the Sponsorship Rights in accordance with this Section 18. As between the parties to this Agreement, City shall be responsible for the acts and omissions of any such agent or representative it retains.

g. Finder's Fee. Should a School substantially assist the City in procuring a sponsor for a Game, advertisements or sponsorships, sponsor any City Event, or otherwise in Sections 18 and 19 of this Agreement, then the City agrees to negotiate in good faith a reasonable fee or commission payable to the School that assisted in procuring such sponsor.

h. Amended and Restated Naming Rights Agreement. The City represents and warrants that its exercise of the Sponsorship Rights, including without limitation any title or presenting sponsor that may be approved by the Schools, shall be at all times compliant with the Amended and Restated Naming Rights Agreement. In accordance with Section 26 of this Agreement, the City shall indemnify the Schools for any and all costs or damages that either School incurs by reason of any term of the Amended and Restated Naming Rights Agreement that prohibits, restricts, limits or otherwise affects the rights or ability of the Schools to exercise the Schools' Sponsorship Rights or the other rights reserved to or retained by the Schools in connection with a Game. Notwithstanding the foregoing, if the City enters into a contract with a Permitted Title and/or Presenting Sponsor, then the agreement with the Permitted Title and/or Presenting Sponsor shall be protected according to the provisions of Section 4(g) of the Amended and Restated Naming Rights Agreement. This Agreement shall be subject to the terms and conditions of the Amended and Restated Naming Rights Agreement.

i. Ancillary Printed Materials. With respect to all Games to be played pursuant to this Agreement, the Parties agree that ancillary printed materials for the Game shall bear the Stadium Name as required by Section 5(o) of the Amended and Restated Naming Rights Agreement.

19. Events

a. City Events. Subject to the Pre-Existing Rights and the prior review and written approval by the Schools of the City Events Plan (as hereinafter defined), the City has the right to develop, present, operate, and implement events related to the Games, including without limitation events: (1) held at or adjacent to the Sports Complex (including but not limited to the Parking Lots, SEZ Facilities (as hereinafter defined), the Baseball Stadium, VyStar Veterans Memorial Arena and Metropolitan Park) during the Operative Period; and/or (2) that refer to the Game or utilize the Game Mark or other Game branding approved by the Schools (collectively, such events proposed by the City, following review and written approval by the Schools, are referred to collectively as the "City Events"). Examples of events that, if approved by the Schools, may constitute City Events include corporate hospitality events, fan festivals, fan hospitality events, and other special events ancillary to each Game (such as the Hall of Fame luncheon, Mayor's pregame event, RV City, concerts, welcome center(s), student safety zones, trolley and other transportation services, and any newly developed related events for the foregoing). City shall develop, present, operate, and implement the City Events in accordance with the Event Guidelines (as hereinafter defined in Section 19e). As between the City and the Schools, City shall

retain all revenues from such City Events and shall be responsible for all expenses incurred in connection with the City Events. Such City Events may be held in locations within the Sports Complex in the discretion of the City. City Events may also be held elsewhere within Jacksonville subject to the approval of the Schools, not to be unreasonably withheld, conditioned or delayed. The Schools shall have ten (10) business days following receipt of the City's written request for approval of the location of the City Event to respond to the request. Should both Schools fail to object within such ten (10) business day period, the request shall be deemed approved.

b. The City agrees to develop and submit to the Schools a written plan for City Events that the City proposes to develop, present, operate, and implement (and/or to sublicense, as may be approved by the Schools) in connection with each Game (the "City Events Plan"). The City shall submit the proposed City Events Plan to the Schools for their review and written approval, not to be unreasonably withheld, conditioned, or delayed. The City shall submit its proposed City Events Plan to the Schools: for the 2021 Game, within ten (10) business days after all Parties have signed this Agreement; and, for subsequent Games, no later than the May 1st that immediately precedes the Game. The Schools shall review and comment within thirty (30) days of their receipt of such City Events Plan. If the City receives comments from either School, the City shall resubmit a revised City Events Plan within fifteen (15) days of the later date of either School's comments, in which event either School has fifteen (15) days to review and comment as to the revisions. Failure of either School to provide timely comments to the City as to the initial proffered City Events Plan or revisions shall be deemed such School's approval. Approval of any City Events Plan or amended and revised City Events Plan shall occur no fewer than ninety (90) days preceding each Game. The Parties acknowledge and agree that such City Events Plan and the timely review and approval process is necessary to emphasize the importance that such City Events shall have on the success of each Game, as well as the experience, atmosphere, and events related to the Game. Additionally, each year during the Term, beginning at least nine (9) months (and thereafter at least on a monthly basis, or more or less frequently as needed) before each Game, representatives from each School and the City shall meet or otherwise confer to discuss the City's planning of the upcoming City Events for that year's Game, including the City Events Plan. Such planning shall include the location, nature and specifications for the City Events and coordination of sponsorships, advertising, and marketing for the City Events.

c. The City shall have the right to grant sponsorship and marketing rights for the City Events, subject to the right of the Schools to review and approve sponsorships proposed for the City Events, both as to the identity of the sponsor and the content and placement of the sponsorship recognition. The Schools agree that their approvals of the City Events, the City Events Plan, and of the City's proposed grant of sponsorship rights in connection with the City Events will not be unreasonably withheld. The City acknowledges that any Tickets to a Game it may wish to provide to City Events sponsors must be provided from the City Purchased Tickets, Additional City Tickets or Complimentary Tickets. The City may request of the Schools that the City Events sponsorship packages include other Game-related benefits (including pre-Game, in-Game, and post-Game activities at the Stadium and Licensed Facilities) and/or a sublicense to use the Game Mark licensed to the City by the Schools, provided that any request to grant such Game-related benefits shall be subject to review and approval of the Schools and any request to use the Game Mark shall be subject to the terms of Section 22 of this Agreement. The Schools shall consider and respond within ten (10) business days to any such written requests and the failure of both Schools to timely respond shall be deemed approval of such City request. Should either School substantially assist the City in procuring a sponsor for a City Event, the City agrees to negotiate in good faith a reasonable fee or commission payable to the School which substantially assisted with procuring such sponsor for the City Event. These requirements in this Section 19 apply to any City Events regardless of when (whether during or outside of the Operative Period) or

where (whether within or outside of the Sports Complex) conducted; however, nothing in this Agreement shall require the City to conduct any City Event outside of the Operative Period and/or the Sports Complex.

d. Use of Amphitheater and Multi-Use Covered Flex Field. Schools and the City acknowledge that the two facilities located adjacent to the south end zone of the Stadium, described generally as an approximately 5,500 seat Amphitheater (the “Amphitheater”) and a Multi-Use Covered Flex Field (“CFF”)(collectively, the “SEZ Facilities”), are not deemed a part of the Licensed Facilities, and, subject to the review and written approval of the Schools for use and programming of the SEZ Facilities, which approval shall not be unreasonably withheld, conditioned or delayed, the City shall have the sole right to control the use and programming of the SEZ Facilities in connection with each Game and to retain all revenues therefrom. The City shall have the right to utilize the Game Mark in connection with its use of the SEZ Facilities the day before and the day of each Game, subject to the review and approval of the Schools and the requirements of Section 22c below. The City and the Schools will mutually agree to a SEZ Facilities programming plan: for the 2021 Game, within fifteen (15) business days after all Parties have signed this Agreement; and, for subsequent Games, by or before the July 1st that immediately precedes the Game. For avoidance of doubt, events held in the SEZ Facilities pursuant to the approved SEZ Facilities programming plan shall be deemed City Events.

e. Event Guidelines. City Events shall be further subject to the following terms, conditions, and guidelines (collectively, the “Event Guidelines”):

(1) Any admission fee to be charged for a City Event shall be subject to the review and joint written approval of the Schools.

(2) City shall provide all security and other staffing, permits (if any), and licenses, utilities and clean-up for the City Events.

(3) All expenses incurred in developing and presenting the City Events shall be paid by the City and shall not be expenses for which either School has any responsibility.

(4) All aspects of the City Events shall be subject to review and approval by the Schools.

(5) Sponsorship recognition at all City Events shall conform to the Sponsorship Guidelines, Pre-Existing Rights, and the City’s sign ordinance.

(6) Any distribution of a City Event by means of any medium, whether aural, visual or audiovisual, whether now existing or hereafter developed, and whether live or delayed, shall be subject to the prior written approval of the Schools and further subject to the terms of the NCAA and SEC Policies and Agreement, including but not limited to the SEC media rights agreements.

f. Sublicensing or Subcontracting City Events. With the exception of utilization of SMG, City may not sublicense or subcontract the development, presentation, or implementation of City Events, in whole or in part, without the Schools’ prior written consent, not to be unreasonably withheld, conditioned or delayed. Where the Schools do consent in writing to such sublicensing or subcontracting, City will: (1) actively monitor and manage such sublicensee or subcontractor; (2) remain directly responsible and liable for the acts and omissions of such sublicensee or subcontractor; (3) be responsible for the payment of all sublicensees and subcontractors; and (4) in advance of such

sublicensee or subcontractor performing any services, obtain from such sublicensee or subcontractor the written commitment to: (a) comply with all terms of this Section 19; and (b) indemnify and hold harmless the Schools and the other School Indemnified Parties (as hereinafter defined) as and to the same extent of the City's indemnification obligation under Section 26 of this Agreement. Even if the performance of the sublicensee or subcontractor does not amount to a breach of this Agreement, if either School notifies City that it is dissatisfied with the performance of any sublicensee or subcontractor, City will use its best efforts to address the School's concern regarding such sublicensee or subcontractor. If the School's dissatisfaction is not addressed to the School's reasonable satisfaction within a reasonable period of time, City will, as soon as reasonably practicable, replace such sublicensee or subcontractor either with personnel of City or another sublicensee or subcontractor approved in advance by the Schools.

g. Responsibility for City Events. As between the City and Schools, the City shall be solely responsible for all City Events and the indemnification by City in accordance with Section 26 below shall include indemnification by the City of the School Indemnified Parties of and for any claims arising from City Events.

h. Event Rights Reserved to the Schools. Notwithstanding the City Events or any other term or condition of this Agreement, the Schools reserve the right to develop and present their own events in Jacksonville as well as outside Jacksonville; provided however, the Schools will not offer sponsorships in connection with such events. By way of illustration but not limitation, the Schools may offer fan pep rallies and events for donors in Jacksonville during the Operative Period which shall be without sponsors and City acknowledges that such events would not violate the rights of the City in connection with this Section 19.

20. Media Rights. As between the Schools and the City, the Schools shall own exclusively, and on a worldwide basis, all rights relating to all recordings and distribution of each Game by means of any and every medium, whether aural, visual or audiovisual, whether now existing or hereafter developed and whether live or delayed, including but not limited to television, radio, Internet and wireless media, to record the broadcast of each Game for all uses of the Schools' choosing, to transmit game information via the Internet or other means, whether now existing or hereafter developed, and to photograph each Game by means of still, videotape or other means whether now existing or hereafter developed and to grant and license such rights to one or more third parties of the Schools' choosing. The Schools shall have the sole and exclusive right and authority to designate usage of all radio broadcasts, television and other media broadcasts of each Game. Such rights owned by the Schools with respect to each Game shall include, but not be limited to, the following: (a) all rights relating to each Game, including all live and delayed accounts distributed by any audio, video or audiovisual medium, platform or distribution channel, telecasts, audio broadcasts, and recordings of each Game and the right to sell and incorporate commercial affiliation with and within such broadcast and/or other account; (b) all copyrights, original term copyrights, renewal copyrights, extension term copyrights, copyrights in derivative works, moral rights and applications for copyright registration; (c) all copyright certificates and other copyright documents or files, regardless of medium of storage; and (d) all rights relating thereto under the copyright laws of every country and jurisdiction throughout the world, now or hereafter known, including without limitation rights of publication. The SEC shall negotiate the license of the television broadcasts and other audiovisual accounts of each Game in its discretion, and the Schools will advise City of the identities of the media rights licensees. Nothing in this Agreement shall be construed as a license or other grant of rights by the Schools to City to record or distribute via any medium a Game, in whole or in part, or any events adjacent or related to a Game, including without limitation City Events. Distribution, whether live or delayed, of any events, including without limitation, the City Events, shall

be subject to the NCAA and SEC Policies and Agreements. The City and the Stadium Manager agree to provide access and facilities at the Stadium during each Operative Period for the Schools and its designees, including Credentialed Media and those entities to which the SEC and the Schools have licensed rights, to produce and distribute accounts and descriptions of a Game by means of any medium, at no additional cost or expense to the Schools or to such media entities, for a Game. To the extent requested by the Schools and on that date and time reasonably requested by the Schools, City and Stadium Manager shall provide access to facilities in and around the Stadium prior to the beginning of the Operative Period preceding each Game for the media rights licensees of the Schools and of the SEC to begin preparation for their distribution of a Game. The City represents, warrants, and covenants that there shall be no access, origination or other fees, costs or taxes imposed upon the Schools, the SEC or any media rights licensee by the City, the Stadium, the Stadium Manager, or other entity by virtue of such entity's presence at the Stadium for the production or distribution of accounts and descriptions of any Game by any medium. Notwithstanding the foregoing, the Parties shall cooperate with one another to use commercially reasonable means to attempt to prevent the use of blocking or insertion technology on the Sign Faces (as defined in the Amended and Restated Naming Rights Agreement) during any televised or otherwise viewable broadcast of the Game.

21. Merchandise.

a. Merchandising Rights Generally to Each Game. The Schools shall exclusively own and control all worldwide rights for merchandising of and/or relating to the Games, including without limitation all tangible and intangible products which bear the Game Mark or are otherwise associated with a Game by means of distinctive indicia or identifying information or either School's participation in a Game, regardless of the manner of distribution of such products, whether by retail sale, giveaway or other means of distribution, excluding game program rights addressed in subsection b below (the "Game Merchandise"). The City releases to the Schools the sole and exclusive right to exercise and exploit all Game Merchandise, including without limitation the exclusive right to market and vend all non-food and beverage merchandise at the Stadium and within the Parking Lots during the Operative Period, except as provided below with respect to operation by JJL or its designee of a team store at the Stadium pursuant to the Pre-Existing Rights, and except as provided below with respect to the Schools' grant to the City of certain rights to the Game Mark.

(1) Games During Term of the Agreement. Notwithstanding the foregoing, the Schools grant to the City a limited, irrevocable license (with no right of sublicense without the prior review and approval of the Schools) to, and the City accepts such license and agrees that it or its designee shall vend, on the day of each Game during the Term at the Stadium and the Parking Lots (and may vend on the day before each Game at the Stadium and the Parking Lots), all such Game Merchandise furnished by the Schools or their designated licensee(s) and shall vend only the Game Merchandise approved by the Schools. In addition, City may vend such Game Merchandise at City sponsored events relating to a Game the day before and the day of each Game. Such vending by the City or its designee of the Game Merchandise shall be undertaken in strict accordance with the Merchandising Guidelines (as hereinafter defined in Section 21a(2)). In consideration of the services and facilities being provided by City and/or its designee to vend the Game Merchandise as set forth herein, the Schools agree that City shall be entitled to a fee (the "City Merchandise License Fee") in the total amount of ten percent (10%) of Adjusted Merchandise Revenues (as hereinafter defined) from sales of the Game Merchandise at the Stadium and Parking Lots for the Games during the Term with the remainder of the Adjusted Merchandise Revenues to be divided equally between the Schools as to each Game. "Adjusted Merchandise Revenues" shall mean all amounts paid for such Game Merchandise sold by the City and/or its designee at the Stadium and the Parking Lots on the day a Game is played,

less applicable sales taxes and reasonable credit card and bank service charges. The labor costs of the City or its authorized designee in selling such Game Merchandise shall be the responsibility of the City or its authorized designee and shall not be deducted as expenses to determine the Adjusted Merchandise Revenues. The City shall remit payment of the Adjusted Merchandise Revenues, less the City Merchandise License Fee, to the Schools on or before the Settlement Date.

(2) Merchandising Guidelines. All vending of Game Merchandise by the City during the Operative Period at the Stadium and the Parking Lots in connection with the Games shall be subject to the following terms, conditions, guidelines, limitations, and restrictions (collectively referred to as the “Merchandising Guidelines”):

(a) The Parties, in consultation with any third party vendor, shall establish the prices at which all Game Merchandise shall be sold by City and/or its designee at the Stadium and the Parking Lots.

(b) The only Game Merchandise to be vended by the City or its designee shall be merchandise that has been officially licensed by a School or both Schools or their respective designee(s). Neither the City nor its designee shall vend any merchandise related to a Game or either School that has not been specifically approved by a School.

(c) City and/or its designee shall provide labor, product distribution, use of its POS system and kiosks for the sale of such Game Merchandise.

(d) The City shall cause its vendor(s) to provide or obtain storage of the Game Merchandise with continuous 24-hour security and capacity as reasonably determined by the Schools for the Game Merchandise to accommodate the appropriate number of containers of merchandise.

(e) The City shall develop and provide to the Schools a plan for vending, promoting and marketing of the Game Merchandise at the Stadium and the Parking Lots: for the 2021 Game, within fifteen (15) business days after all Parties have signed this Agreement; and, for subsequent Games, by or before the June 15th that immediately precedes the Game. The Schools shall review and comment within thirty (30) days of their receipt of such Game Merchandise vending plan. If the City receives comments from either School, the City shall resubmit a revised Game Merchandise vending plan within fifteen (15) days of the later date of either School’s comments, in which event either School has fifteen (15) days to review and comment as to the revisions. Failure of either School to provide timely comments to the City as to the initial proffered Game Merchandise vending plan or revisions shall be deemed such School’s approval. Approval of any Game Merchandise vending plan or amended and revised plan shall occur no fewer than thirty (30) days preceding each Game. The Parties acknowledge and agree that such plan and the timely review and approval process is necessary to emphasize the importance that such Game Merchandise vending will have on the success of each Game, as well as the experience, atmosphere, and events surrounding each Game.

(f) The City and its designee shall be responsible to remit to the appropriate governmental entity any applicable sales taxes and to the appropriate credit card issuer or other financial institution the appropriate credit card and bank fees on account of sales of the Game Merchandise at the Stadium and Parking Lots. After calculation of the Adjusted Merchandise Revenues, the City and its designee shall remit to the Schools all remaining revenues received from the sale of the Game Merchandise by or before the Settlement Date as part of the Settlement.

(g) Nothing in this Section 21 or elsewhere in this Agreement shall give City or its designee any right to sell any Game Merchandise other than at the Stadium, Parking Lots and at City sponsored events on the day before and the day of the Game.

(h) Neither the City nor its designee shall have any right to create, develop, sell or distribute in any manner any goods or services promoting, marketing, relating or referring to a Game or either or both of the Schools. The only merchandise rights of the City shall be to vend in strict accordance with the terms of this Section 21. Notwithstanding the foregoing, the Parties understand and agree that the City may vend or distribute at no cost such mementos/souvenirs as appropriate at the location of the City Events, subject to the Schools' prior review and written approval (which approval shall not be unreasonably withheld). Any use of the Game Mark on such mementos or souvenirs to be distributed at the location of the City Events shall require, in addition to the foregoing review and approval of the Schools, a license from a third-party official licensee designated by the Schools, if any.

b. Game Programs. City agrees that the Schools shall have the exclusive right to create, sell, vend and otherwise distribute (or to have a designee sell, vend and otherwise distribute) the game programs for each Game generally and specifically at the Stadium, including but not limited to within the Parking Lots, during each Operative Period. The School designated as the "home" team for a particular Game shall have the sole and exclusive right to produce, sell sponsorships in, and vend game programs for such Game. Furthermore, City shall provide locked storage with continuous 24-hour security and capacity as reasonably determined by the Schools for the game programs to accommodate the appropriate number of containers of game programs. As between the Schools, the School exercising the right to produce and vend game programs for a particular Game shall be responsible for payment of all applicable sales taxes on account of game programs for that particular Game sold by that School or its designee at the Stadium. Should game programs be sold either in a manner other than at the Stadium and Parking Lots or by a party other than the School with such rights, the person or entity vending such game programs shall be responsible for all applicable sales taxes. For avoidance of doubt, the game program rights described in this subsection b shall apply to any form of game program, whether printed, digital or in any other form, whether now existing or hereinafter developed.

22. License of Marks.

a. Grant of License to Use Stadium Name, Likeness and Trademarks.

(1) Stadium Naming Rights. The Schools shall have no right to name the Stadium or any portion thereof. The City represents and warrants that, during the Term, the City together with JJJ, has sold naming rights to the Stadium as set forth in the Amended and Restated Naming Rights Agreement and the City further represents and warrants that the Amended and Restated Naming Rights Agreement constitutes a Pre-Existing Right. During the Term, the City and JJJ may thereafter sell naming rights to the Stadium pursuant to a subsequent or amended agreement, and in such subsequent event, the City shall designate to the Schools in writing the full name of the Stadium to be used by the Schools in connection with a Game. Thereafter, the Schools agree to exercise their respective good faith efforts to use the name of the Stadium in connection with the presentation of each Game played at the Stadium and to comply with reasonable standards of production and graphics standards as may be provided by the City and/or the Naming Rights Sponsor (as hereinafter defined in Section 22a(3)), but the failure of either or both Schools to use such name shall not constitute a breach of this Agreement. The Schools shall also request of media rights licensees that the Stadium Name be used by television, radio and other media to which rights are granted to cover, record, or otherwise distribute the Game. The City represents and warrants that it has previously provided to the Schools a written copy of the

executed Amended and Restated Naming Rights Agreement and the City further agrees to provide a written copy of any amendment to the Amended and Restated Naming Rights Agreement within ten (10) business days of full execution of any such amendment. If no naming rights agreement is in effect at the time of a Game, the Schools agree and undertake to use the name of the Stadium in a reasonable manner in connection with the production and promotion of such Game. Subject to the Pre-Existing Rights (which, for clarity, include the Amended and Restated Naming Rights Agreement), no subsequent grant of naming rights by the City to any successor Naming Rights Sponsor or any amendment of the Amended and Restated Naming Rights Agreement may deprive, diminish or reduce in any manner whatsoever the rights of the Schools under this Agreement, including without limitation under Section 18 with respect to In-Stadium Sponsorship Recognition or the Schools' Sponsorship Rights.

(2) Grant of License if No Naming Rights Agreement is in Effect. If, during the Term, no Stadium naming rights agreement is in effect at the time of a Game, the City hereby grants to the Schools a non-exclusive, royalty-free, irrevocable license (with the right to sublicense) to use the name of the Stadium in effect at the time of the Game, its likeness, graphics, logo and trademarks and service marks (collectively, the "Stadium Marks") solely in connection with: (a) the merchandising, advertising, promotion and marketing of each Game; (b) news and information related to each Game; and (c) creation, recording, and distribution of any audio, audiovisual, visual, print and digital accounts of each Game, including without limitation with regard to the Schools' rights under Section 20 of this Agreement, by means of any medium (whether now existing or hereafter developed), including but not limited to any radio and television broadcasts of each Game. Such license shall be perpetual with respect to the applicable Game and the commercial exploitation thereof, notwithstanding the termination or expiration of the Term. Except as set forth herein, the license shall be non-transferable.

(3) Grant of Sublicense if Naming Rights Agreement in Effect. Since the Amended and Restated Naming Rights Agreement is in effect as of the Effective Date, the City hereby grants to the Schools a non-exclusive, royalty-free, irrevocable sublicense (with the right to sublicense further) to use the name and the mark of the Stadium as designated in such Amended and Restated Naming Rights Agreement, its likeness, graphics, logo and trademarks and service marks (collectively, the "Named Stadium Marks") solely in connection with: (a) the merchandising, advertising, promotion and marketing of such Game, including without limitation for incorporation into and development, use, and licensing of the Game Mark; (b) news and information related to such Game; and (c) creation, recording, and distribution of any audio, audiovisual, visual, print and digital accounts of each Game, including without limitation with regard to the Schools' rights under Section 20 of this Agreement, by means of any medium (whether now existing or hereafter developed), including but not limited to any radio and television broadcasts of such Game. Except as set forth herein, the sublicense shall not be transferable. Such sublicense in and to the Named Stadium Marks shall be subject to any and all covenants, restrictions, obligations and conditions contained within the City's license to the Named Stadium Marks under the terms of the Amended and Restated Naming Rights Agreement, which the City represents and warrants to the Schools includes those rights set forth in this subsection a(3). In accordance with Section 26 of this Agreement, the City shall indemnify the Schools for any and all costs or damages that either School incurs by reason of any term of the Amended and Restated Naming Rights Agreement that prohibits, restricts, limits or otherwise affects the rights or ability of the Schools to exercise the Schools' Sponsorship Rights or the other rights reserved to or retained by the Schools in connection with a Game. Such sublicense shall be perpetual with respect to the applicable Game and the commercial exploitation thereof, notwithstanding the termination of the Term or the expiration of the Amended and Restated Naming Rights Agreement, but subject to the terms thereof as applicable. Subject to the terms of the license held by the City, any such sublicense shall include but not be limited to the right to use: (i) the name of the Stadium and the Named Stadium Marks, as well as any logos, marks or other distinctive

indicia of the Stadium; and (ii) the name of the naming rights sponsor of the Stadium (the “Naming Rights Sponsor”) that the Naming Rights Sponsor allows to be identified with the Stadium and the Named Stadium Marks. Should the name of the Stadium change during the Term or should the City enter into a new naming rights agreement, the City agrees to obtain from all necessary parties the right to sublicense to the Schools (and for the Schools to sublicense in accordance with the terms hereof) the rights licensed to the Schools in this subsection. Should the name of the Naming Rights Sponsor change from the name in use as of the Effective Date or should the City enter into a new naming rights agreement for the Stadium at any time during the Term, as between the Schools and the City, the City shall be responsible for all expenses of the Schools in connection with recognition of the new naming rights sponsor, subject to a lawful appropriation of funds therefore by the Jacksonville City Council. Notwithstanding this subsection or any other provision of this Agreement, this Agreement shall not in any way limit or condition any rights or privileges under any law, doctrine or contract that the Schools may have at any time to depict, refer to or to otherwise utilize the name, likeness, trademarks, service marks, logo or indicia of origin of any person or entity, other than the Stadium and any Naming Rights Sponsor, connected with the Game.

(4) License to Use Jacksonville. The City grants to the Schools a non-exclusive, irrevocable, royalty-free license with the right to sublicense City’s name, “Jacksonville”, likenesses, graphics, and other distinctive indicia of City (the “Jacksonville Marks”) for use in development, use and licensing of the Game Mark as well as in marketing and promotion of each Game and in the merchandise and game programs that the Schools are authorized to create and vend hereunder in connection with each Game. Such City license to the Schools shall be subject to the same and reciprocal terms, conditions, requirements, obligations and guidelines as set forth in Section 22c as the Schools require of the City therein.

(5) Right to Sublicense. The Schools may license and sublicense the rights licensed hereunder with respect to the Stadium Marks, the Named Stadium Marks, and/or the Jacksonville Marks for the purposes and according to the requirements as set forth in this Agreement. Such sublicense and use shall be at no cost to the Schools or their sublicensees.

b. Game Mark. The Schools, either themselves or by their designee(s), shall create and license, in cooperation with City, a distinctive mark to promote and market each Game (the “Game Mark”), which Game Mark shall be owned jointly by the Schools. For avoidance of doubt, “Game Mark” shall include any Game Mark described in Section 18c of this Agreement (including a “lock-up” logo).

(1) The Schools acknowledge and agree that, if the Game Mark includes the mark of the Permitted Title and/or Presenting Sponsor, the Schools, in collaboration with the City, shall consult and advise Permitted Title and/or Presenting Sponsor of all planned uses of the Game Mark in advance of any such usage. Notwithstanding the foregoing, the City shall cause all Permitted Title and/or Presenting Sponsors to grant to the Schools a royalty-free license (with the right to sublicense for the purposes indicated in this sentence) to use the mark of the Permitted Title and/or Presenting Sponsor in the Game Mark for: (a) all merchandising, advertising, promotion and marketing of such Game, including without limitation for incorporation into and development, use, and licensing of the Game Mark; (b) news and information related to such Game; and (c) creation, recording, and distribution of any audio, audiovisual, visual, print and digital accounts of each Game, including without limitation with regard to the Schools’ rights under Section 20 of this Agreement, by means of any medium (whether now existing or hereafter developed), including but not limited to any radio and television broadcasts of such Game. Such license shall be perpetual with respect to the applicable Game and the

commercial exploitation thereof, notwithstanding the termination or expiration of the Term. Such license shall include those rights that the City has the right to sublicense under the Amended and Restated Naming Rights Agreement. The City shall indemnify the Schools, in accordance with Section 26 of this Agreement, for any and all costs or damages that either School incurs by reason of any term of the Amended and Restated Naming Rights Agreement that prohibits, restricts, limits or otherwise affects the rights or ability of the Schools to utilize the name and/or mark of the Permitted Title and/or Presenting Sponsor in the Game Mark as set forth in this subsection. Subject to the foregoing, the Schools shall not need to obtain any further approval from any Permitted Title and/or Presenting Sponsor for use or sublicensing of either the Game Mark or the mark of the Permitted Title and/or Presenting Sponsor if it should be incorporated into the Game Mark. The Parties may mutually agree to alter the foregoing licensing rights on a case by case basis with a Permitted Title and/or Presenting Sponsor which shall be confirmed in writing. Schools also acknowledge and agree that the Schools have no rights of ownership of the mark of the Permitted Title and/or Presenting Sponsor. The Schools acknowledge and agree that, even if a Game has a Permitted Title and/or Presenting Sponsor, the word “Jacksonville” shall be incorporated into the Game Mark. As set forth in subsection a immediately above, the City represents and warrants that the Amended and Restated Naming Rights Agreement authorizes the City to sublicense to the Schools the right to incorporate the name and/or logo of the Naming Rights Sponsor into the Game Mark, should the Schools so decide after consultation with the City.

(2) The Schools shall have the exclusive right to license the Game Mark through the channels they deem appropriate (e.g., a trademark licensee) to use the Game Mark on promotional materials, sports paraphernalia, game souvenirs, and other merchandise to be sold to the general public. Any license of the Game Mark to the City shall be subject to the review and written approval of the Schools and each proposed use of the Game Mark by the City pursuant to any such license shall be non-exclusive, revocable, and with no right of sublicense, as well as upon other terms and conditions established by the Schools and subject to the review and approval of the Schools.

(3) Subject to the terms of Section 21 of this Agreement, all merchandise revenues generated from the use and/or licensing of the Game Mark shall be the sole and exclusive property of the Schools. The Schools shall be deemed the joint owners of the Game Mark. The City recognizes the value of the goodwill associated with the Game Mark and acknowledges that such goodwill for the Game Mark belongs to the Schools. The City will not, either during the Term of this Agreement or hereafter, attack the property rights of the Schools or attack the validity of this Agreement. The Schools shall consider requests by the City that the Schools license the Game Mark to the City for specific uses in connection with exercise of the Sponsorship Rights and for the City Events, which license requests shall be determined by the Schools in the exercise of their sole discretion; however, any license granted to and use by the City of the Game Mark shall be subject to the provisions of Section 22c below. The City will not have the right to sublicense its rights to use (or otherwise permit any third party to use) the Game Mark without the prior written permission of the Schools as set forth in this Agreement. Should the Schools license use of the Game Mark to the City, the City specifically agrees that no joint ownership shall arise from any use of the Game Mark pursuant to any such license. Any license of a Game Mark that the Schools may grant to the City shall constitute a license to use the Game Mark only and shall not be deemed or be interpreted to constitute a license to use the marks, logos, or other distinctive indicia of either of the Schools.

c. Marks Guidelines. In the event that the Schools grant the City a license, as evidenced by the Schools’ written approval set forth in subsection b above, to utilize the Game Mark pursuant to the request process set forth in subsection b above, any such license and the City’s use of the Game Mark shall be further subject to the following conditions and limitations:

(1) The City acknowledges and agrees that any such license granted creates license rights only and no rights of ownership shall arise from any such license or this Agreement nor shall any joint ownership arise from the use of the Game Mark. The Schools retain the exclusive right to protect the Game Mark. The City agrees that it will do nothing inconsistent with such ownership of the Game Mark by the Schools and that all uses of the Game Mark shall inure to the benefit of the Schools. The City agrees that nothing in any such license which may be subsequently granted or in this Agreement shall give the City any right, title or interest in the Game Mark and the City agrees that it will not challenge: (a) the title of the Schools to the Game Mark; (b) the authority of the Schools to administer the Game Mark; or (c) the validity of this Agreement. The City shall use the Game Mark only in accordance with the terms, conditions and guidelines established by Schools in subsection b immediately above and this subsection c. The City agrees to advise the Schools immediately in writing upon becoming aware of any uses of the Game Mark which it reasonably believes to be unauthorized. Notwithstanding the grant of any license to the City, the City shall have no authority to bring any enforcement action to prevent unauthorized use of the Game Mark.

(2) The City will not, at any time, disparage, dilute or adversely affect the validity of the Game Mark or take any action or fail to take any action which may at any time, in any way materially adversely affect any rights of the Schools in or to such Game Mark, or any registrations thereof or which, directly or indirectly, may materially reduce the value of the Game Mark or detract from the reputation of the Schools or the Game Mark.

(3) The City agrees to use the Game Mark only in a manner which is reasonably expected to conform to the highest standards applicable to the conduct of intercollegiate athletics in the United States and in a manner that is reasonably expected to preserve the integrity, character, and dignity of and enhance the reputation of the Schools and to preserve the substantial goodwill associated with the Game Mark and the Schools.

(4) Unless otherwise specified as set forth in any license subsequently granted to the City, the term of any use of the Game Mark terminates no later than upon the earlier of expiration or termination of this Agreement.

(5) The City shall not, without the prior written consent of the Schools: (a) permit any tradename or mark of a third party to appear in conjunction with the City's materials that display the Game Mark; or (b) participate with any third party in a promotion using the Game Mark or permit the Game Mark to be used in a manner that could be reasonably interpreted as a promotion of a third party's products or services.

(6) The City shall not have the right to sublicense or permit any sponsor to use the Game Mark, unless such use has been approved by the Schools in accordance with Section 18 and this Section 22 of this Agreement, as applicable. Under no circumstances may the City permit the Game Mark to be used in any comparative advertising.

(7) The City shall not have the right to make available, sell, assign or otherwise transfer to any person or entity any rights to: (a) the Game Mark or any other intellectual property of the Schools, including any derivatives thereof; or (b) any licensed marks or any other trademark, tradename or other identifying mark of the Schools or either of them.

(8) The Game Mark shall be used in accordance with the graphics standards and in the format supplied by the Schools from time-to-time throughout the Term. All markings associated with the Game Mark, as provided by the Schools to the Game Mark, shall be exactly reproduced in all uses of the Game Mark by the City. At no time shall the City use or make any derivatives of the Game Mark. The Game Mark shall not be used without the appropriate trademark or copyright designation as required by the Schools.

(9) The Game Mark shall not be used in any manner that is misleading or which reflects unfavorably upon the Schools or either of them or in any manner that is contrary to applicable law or regulations, including without limitation those relating to truth in advertising or fair trade practices.

(10) The City shall provide the Schools with copies of each and every usage of the Game Mark by the City.

(11) The Game Mark or any other intellectual property of either School shall not be used by the City pursuant to any such license in such a way that does or could be construed to constitute an endorsement of any third party by the Schools or either of them.

d. No License to Use School Marks. Nothing in this Agreement shall be deemed or construed to constitute a license by either School to the City to use any trademark, service mark, logo or other distinctive indicia of either School.

e. No License to Use Name, Image or Likeness of School Representatives. The City shall not use the name, image or likeness of a current or former School Representative for any purpose whatsoever unless expressly approved in advance in writing by the applicable School and, as may be necessary, the particular individual.

23. Merchandise Counterfeiting Enforcement; Other Marketing Considerations.

a. Merchandise Counterfeiting and Trademark Enforcement. City agrees to reasonably cooperate with the Schools and their designees in preventing unauthorized use of the Game Mark, the other marks, logos, and other distinctive indicia of the Schools, Tickets to each Game, other intellectual property of the Schools, and the sale or distribution of unlicensed merchandise bearing the marks, logos, and/or other distinctive indicia of the Schools, as well as of other infringing merchandise and uses. City further agrees that it will cooperate with the Schools by permitting the Schools the right to pursue (at the School's or Schools' expense) legal enforcement measures to prevent unauthorized use of the intellectual property of the Schools, including but not limited to action against any seller or distributor of unlicensed merchandise. City agrees to use reasonable efforts to help to identify and communicate information to the Schools regarding unauthorized use of the intellectual property of the Schools, including but not limited to sales or distribution of unlicensed merchandise. The decision to pursue civil legal action or settle claims against an unauthorized user of the intellectual property of the Schools or against a seller or distributor of unlicensed merchandise will be at the sole discretion of the Schools. Nothing herein shall be at any cost or expense to the City, and nothing herein shall be deemed to create a duty or obligation of the City to take affirmative actions preventing, identifying, or enforcing the Schools' trademark enforcement and related rights.

b. Other Marketing Considerations. Except as provided in this Agreement, the Schools agree that they shall not grant rights to any sponsor or other third party to name, designate or in any

other way connect a name, product or service of any kind with the Stadium, the Stadium Mark, the Stadium Name, Naming Rights Sponsor, the Jacksonville Mark, or any part of the Licensed Facilities. City agrees that, except as provided in Sections 18 and 19 of this Agreement, the Stadium and Parking Lots shall be free from temporary advertising, temporary signs and inflatable items during each Operative Period and that, without the review and written approval of the Schools, City further agrees that it will not grant sponsorship recognition within the Stadium and Parking Lots during the Operative Period. Any merchandise vending within the Parking Lots but outside of the Stadium as well as on public property within the jurisdiction of the City shall be subject to compliance with the City's permitting and licensing process.

24. Covenants of City. In addition to its other promises and covenants set forth in this Agreement, City specifically covenants and promises as follows:

a. City agrees not to amend its designation of the Games (or any Game) as a "City Advertising Event" as defined in Amendment Number 13 to the Initial JJJ Lease;

b. City agrees not to amend its designation of the Games (or any Game) as a "Designated Event" as defined in Amendment Number 6 to the Initial JJJ Lease;

c. City agrees not to seek the filing of any resolution, ordinance or other legislation that will result in the City being placed in breach of any of the terms, conditions, restrictions or guidelines of this Agreement;

d. City has obtained the agreement of Stadium Manager to the terms and conditions of this Agreement pursuant to the Conformed Joinder and that Stadium Manager has agreed to undertake the obligations and provide to the Schools the rights and benefits set forth in this Agreement;

e. City agrees not to take or permit any other action to affect or otherwise diminish the rights of the Schools or the obligations of the City under this Agreement; and

f. City has the right, power, and capacity to execute, deliver, and perform this Agreement and to discharge the duties set forth herein.

25. Maintenance of Books and Records; Right to Inspect Books and Records; Audit. The Parties agree to maintain their respective books and records with respect to financial matters related to the rights and obligations set forth in this Agreement, including without limitation with respect to sales of Suite Tickets and collection of revenues therefrom for each Game for a period of three (3) years after each Settlement Date per Game. Notwithstanding that each Party shall provide to the other Parties a written accounting of payments as provided under Section 10f of this Agreement, each Party shall have the right, by itself or by retaining an independent audit firm, upon reasonable notice and during normal business hours, to inspect and audit the books, records, ledgers, correspondence, internal memoranda and other documents of the other Party(ies) relating to the calculation of those payments to be paid under this Agreement, including without limitation sales of all Suite Tickets to each Game and sales of any sponsorships and events licensed by the Schools to the City. A Party shall be solely responsible for the cost of any audit that such Party may wish to conduct pursuant to this Section 25 in connection with a Game. Any audit shall provide the other Party(ies) a reasonable opportunity to respond to the auditor as to its proposed findings before such audit is completed by the auditor and deemed final. Should the audit by the requesting Party indicate a variance of five percent (5%) or more from the amount paid to such other Party(ies) pursuant to a Settlement, however, the noncompliant Party shall reimburse the

Party(ies) conducting the audit for the cost of the audit, including the cost of any outside audit firm as well as any travel expenses incurred in connection with the audit. The noncompliant Party's payment for any amounts owed resulting from audit review, and the audit cost if applicable, shall be made by the noncompliant Party within thirty (30) days of completion of the audit.

26. Indemnification.

a. By the City and Stadium Manager. The City and the Stadium Manager shall indemnify and hold harmless The Board of Regents of the University System of Georgia, the University of Georgia, University of Georgia Athletic Association, Inc., The University Athletic Association, Inc., The University of Florida Board of Trustees, the respective affiliated entities of each of the foregoing, and the trustees, directors, officers, employees, agents, and other representatives of each of the foregoing (collectively, the "School Indemnified Parties") from any and all claims, demands, suits, actions, judgments, settlements, executions, or other loss, cost or expense (including without limitation its attorneys' fees)(collectively, the "Claims" and individually a "Claim") whatsoever without limit as to amount (excepting, however, the limitations set forth by section 768.28, Florida Statutes, as to the City) occasioned by or in any manner arising from or relating to: (1) operations, management or control of the Stadium; (2) presentation of a Game; (3) occasioned by any act or omission, neglect or wrongdoing of the City or the Stadium Manager or their officers, employees, agents, and designees, including without limitation any act or omission in connection with the determination to eject and actual ejection of any objectionable person(s) from the Stadium on the day of a Game; (4) the inability of either School to exercise the Schools' Sponsorship Rights or the other rights reserved to and/or retained by the Schools under this Agreement in connection with a Game by reason of the applicability of the terms and conditions of the Amended and Restated Naming Rights Agreement and/or the Pre-Existing Rights; and/or (5) exercise by either School of the rights granted by the City under this Agreement that constitute an infringement or other improper use of any copyright, patent, trade secret or other intellectual property rights of the sponsor under the Amended and Restated Naming Rights Agreement (or any modification thereof or new agreement with a naming rights sponsor) and/or the Pre-Existing Rights. The City and the Stadium Manager will, at their own cost and expense, save, defend, and protect the School Indemnified Parties against any and all such Claims. The City shall require the Stadium Manager to enter into an agreement in the form of SMG's Joinder and Consent attached hereto as Exhibit F, accepting and agreeing to the foregoing indemnity obligation and the insurance obligation set forth in Section 27 below. Notwithstanding anything to the contrary herein, the City's indemnification is governed and limited by the provisions of s. 768.28, Florida Statutes (the provisions and limitations of which are not waived, altered, or expanded by anything herein). The City's indemnification under this Agreement shall not include costs or damages incurred by a School caused by the negligent act or omission of that School or otherwise by an action of the Schools in violation of the terms of this Agreement.

b. Each School will perform its activities under this Agreement at its own sole cost, risk and responsibility with respect to third parties. The Georgia Tort Claims Act, in which the Board of Regents of the University System of Georgia participates, constitutes the exclusive remedy for any tort committed by its officers and employees. O.C.G.A. Section 50-21-25(a). The provisions of Florida Statutes Section 768.28 shall govern the liability of Florida.

27. Insurance.

a. Insurance by the Schools. The Schools shall, at their sole cost, obtain and keep in full force and effect general liability insurance of not less than One Million Dollars (\$1,000,000) combined

single limit per occurrence and a minimum aggregate limit of not less than Two Million Dollars (\$2,000,000) or the equivalent thereof including personal injury liability coverage, bodily injury, property damage coverage, and products liability coverage (if products are dispensed or vended by the Schools). Such policy of insurance shall name the City, and also name the Stadium Manager, and JJJ, as additional insureds, and shall be endorsed with an agreement to notify the City, Stadium Manager, and JJJ at least thirty (30) days prior to any cancellation or change affecting coverage. The Schools shall furnish the City, Stadium Manager, and JJJ with a certificate of insurance for approval: for the 2021 Game, within ten (10) business days after all Parties have signed this Agreement; and, for subsequent Games, by or before the July 1st that immediately precedes the Game. Such insurance shall include a waiver of subrogation in favor of the City, Stadium Manager, and JJJ. Such insurance shall protect the City and the additional insureds on a primary basis from Claims arising out of or in connection with the acts and/or omissions of the Schools. If any of the rights or obligations of the Schools hereunder are subcontracted, the Schools shall require such subcontractor to maintain insurance equivalent to that which is required of the Schools and under the same terms and conditions. The Schools will maintain, at their own respective cost and expense, adequate workers compensation insurance in an amount not less than is required by applicable law covering all persons employed by the Schools.

b. Insurance by the City. The City is a body politic and corporate of the State of Florida, and as such, is subject to the provisions of Section 768.28, Florida Statutes. Accordingly, the City maintains a program of self-insurance that will respond to any liability of the City arising under this Agreement. The Schools understand and agree that the City's self-insurance coverage will not cover physical damage, theft or other loss of the property or equipment of the Schools stored or used on the Licensed Facilities except and only to the extent the City is responsible for such loss or damage as provided in this Agreement. It is incumbent upon the Schools to carry and maintain such types and amounts of insurance coverage it deems necessary to fully protect its own property or equipment.

c. Insurance by the Stadium Manager. The City shall require its Stadium Manager to maintain the following insurance at all times during each Operative Period for each Game: general liability insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence and a minimum aggregate limit of not less than Two Million Dollars (\$2,000,000) or the equivalent thereof including personal injury liability coverage, bodily injury and property damage coverage and products liability coverage (if products, foods or beverages are dispensed or vended by the Stadium Manager or its employees, contractors, licensees, designees, agents, or other representatives, including for risks of sale and consumption of alcoholic beverages at a Game). The City shall also require the managers of the concession areas at the Stadium to maintain the foregoing insurance at all times required by this Agreement. The foregoing policies of insurance shall name the School Indemnified Parties and the City as additional insureds and shall be endorsed with an agreement to notify each School, and the City, at least thirty (30) days prior to any cancellation or change affecting coverage. The City shall furnish each School with certificates of insurance evidencing the foregoing for approval: for the 2021 Game, within ten (10) business days after all Parties have signed this Agreement; and, for subsequent Games, by or before the July 1st that immediately precedes the Game. The insurance policies of the Stadium Manager and the managers of the concession areas shall be deemed primary to that of the Schools, and the City for purposes of claims covered by such insurance. Such insurance shall include a waiver of subrogation in favor of the School Indemnified Parties and the City. Such insurance shall protect the Schools and the School Indemnified Parties and the City on a primary basis from Claims arising out of or in connection with the acts and/or omissions of the Stadium Manager at the Stadium. If any of the rights or obligations of Stadium Manager hereunder are subcontracted, Stadium Manager shall require such subcontractor to maintain insurance equivalent to that which is

required of Stadium Manager and under the same terms and conditions. Stadium Manager will obtain from any material subcontractor a certificate of insurance naming the School Indemnified Parties as additional insureds. Stadium Manager will maintain, at its own respective cost and expense, adequate workers compensation insurance in an amount not less than is required by applicable law covering all persons employed by Stadium Manager.

d. Game Cancellation Insurance. The Schools may obtain insurance for loss and/or damage in connection with the postponement or cancellation of a Game. Such game cancellation insurance shall have no effect upon the remedies available to the Schools unless such postponement or cancellation is caused by an event of Force Majeure (as hereinafter defined). Proceeds of any such insurance shall belong exclusively to the School purchasing such insurance and the City shall have no right or claim to the proceeds of any such insurance.

e. Insurance Guidelines. The carrier for all insurance hereunder shall be admitted to do business in Florida, shall be an “A” rated carrier as provided by the Best’s Key Rating Guide, and shall be reasonably acceptable to the other Parties. The Parties’ obligations to secure and maintain this insurance coverage shall survive the expiration and/or earlier termination of this Agreement. The Parties shall maintain such insurance coverage through and including expiration of all applicable statutes of limitations. The insurance requirements specified in this Section 27 shall not be construed as a limitation of any potential liability on the part of any Party (excepting the limitation for the City set forth in s. 768.28, Florida Statutes).

28. Postponement, Cancellation or Relocation of Game.

a. Force Majeure. The Parties acknowledge and agree that they are entering into this Agreement during a pandemic created by the Coronavirus Disease 2019 (“COVID-19”). Any delay or failure of any Party to perform its obligations under this Agreement will be excused to the extent the delay or failure was caused directly by a Force Majeure Event or Force Majeure Consequences (as defined below). In such an event, whether the Game is to be played as scheduled or, alternatively, postponed, cancelled or relocated shall be determined as set forth in this Section 28.

(1) “Force Majeure Event” shall mean an act of God, weather, strike, labor dispute, war or acts of war, fire, flood, earthquake, explosion, terrorist threat or act, riot or other civil disorder or unrest, local, regional or national emergency, local, regional or national day of mourning, pandemic (including without limitation the pandemic created by COVID-19), epidemic, communicable disease, quarantine, emergency declaration, health declaration, local, state or federal governmental order or emergency or for any similar reason not within the control of a Party and/or which is ordinarily considered an event of force majeure, whether or not such event of force majeure has occurred in the Jacksonville area or in the home state of either School, that renders performance by a Party of its obligations under this Agreement impossible or commercially impracticable so that a Game cannot be presented in a manner consistent with Games played in 2019 or prior college football seasons. A Party invoking a Force Majeure Event shall notify the other Parties in writing as soon as reasonably practicable following such Party’s learning of the Force Majeure Event and/or the Force Majeure Consequences.

(2) “Force Majeure Consequences” shall mean the consequences of a Force Majeure Event. Force Majeure Consequences include, without limitation, the following: (a) any damage to or partial or complete destruction of the Stadium or surrounding area; (b) any situation that poses a threat of significant danger to the public, spectators, and/or Game participants in the reasonable judgment of a

Party; (c) compliance with then existing NCAA and SEC policies and parameters as well as adherence to any limitation, prohibition or restriction that is recommended, implemented, required or imposed, directly or indirectly, as a result of the Force Majeure Event by the NCAA, SEC, one or both Schools or by any statute, ordinance, rule, regulation, decree, declaration, order, emergency or similar enactment of any governmental entity or any local, regional, state, national or international health organization that affects spectators, student-athletes, coaches, staff, or administrators of one or both Schools; or (d) quarantine requirements, shelter-in-place orders, travel restrictions, procedures after positive results of medical tests, SEC policies and parameters regarding the minimum number of scholarship players available for the Game, Attendance Restrictions (as hereinafter defined), and other similar responses to the Force Majeure Event designed to mitigate its effects (including, without limitation, similar responses designed to contain the spread of COVID-19).

b. Attendance Restrictions. “Attendance Restrictions” shall mean those restrictions, prohibitions or limitations upon spectators attending a Game which restrictions, prohibitions or limitations are related to a Force Majeure Event and/or Force Majeure Consequences and are recommended, implemented, required, directed or imposed by the NCAA, SEC, one or both Schools or by any statute, ordinance, rule, regulation, decree, declaration, order or similar enactment of any governmental entity (including, without limitation, the City) or any local, regional, state, national or international health organization.

c. Effect of Force Majeure Event or Force Majeure Consequences. In the event that a Force Majeure Event and/or Force Majeure Consequences have occurred, the Parties agree to negotiate in good faith regarding whether the Game shall be played as scheduled or, alternatively, postponed, cancelled or relocated as set forth in this subsection c.

(1) Playing of Game. If the Game can be played as scheduled, in the reasonable determination of the Parties, despite the Force Majeure Event and/or Force Majeure Consequences, then the Parties shall perform their respective obligations under this Agreement. The Parties shall negotiate in good faith and attempt to reach an agreement on adjustment of the obligations set forth in this Agreement as may be necessary under the applicable circumstances to take into consideration such Force Majeure Event and/or Force Majeure Consequences.

(2) Postponement of Game. If the Parties determine in accordance with this Agreement that the Game cannot not be played as scheduled at the Stadium on account of a Force Majeure Event and/or Force Majeure Consequences, the Parties shall make their respective commercially reasonable efforts to reschedule the Game at the Stadium on a date and at a time not affected by a Force Majeure Event or Force Majeure Consequences, if commercially reasonable and if consistent with NCAA, SEC and governmental rules, regulations, directives and guidance. If the Parties agree to a rescheduled date for the Game at the Stadium, each Party will perform its respective obligations set forth in this Agreement or as the Parties shall otherwise agree with respect to such rescheduled Game. The Parties acknowledge that any such rescheduling may also be subject to SEC approval.

(3) Cancellation or Relocation of Game. If the Parties do not agree to reschedule the Game at the Stadium or if rescheduling of the Game at the Stadium is not approved during the football season in which the affected Game was to be played, then the affected Game shall be cancelled or relocated as set forth in this subsection c, subject to the SEC’s review and approval. In the event of cancellation or relocation of the affected Game, City agrees (and City shall cause its Stadium Manager) to assist the Schools at no cost to City or its Stadium Manager with matters related to such cancellation

or relocation. If, prior to the beginning of the Operative Period for the affected Game, the Game is cancelled or relocated as set forth in this Section 28, no Party shall have any further obligation to the other Parties for that Game except as may be specifically provided in this Section 28 and further except that the City shall pay travel expense reimbursements to the Schools as set forth in Section 10e of this Agreement for travel expenses actually incurred and paid for by the Schools, as offset by any refunds or credits issued in connection therewith, and the sole remedy of each Party under this Agreement shall be its respective event cancellation insurance set forth in Section 27d of this Agreement.

(4) Operative Period Begins or Partial Presentation of Game. Should the Operative Period begin but the Game is not completed at the Stadium due to a Force Majeure Event and/or Force Majeure Consequences, the Parties shall negotiate in good faith an adjustment of the obligations set forth in this Agreement as may be necessary under the applicable circumstances; provided however that such good faith negotiations shall not affect City's obligation to pay the travel expense reimbursements to the Schools as set forth in Section 10e of this Agreement to the extent that travel expenses are actually incurred and paid for by the Schools.

(5) Effect of Postponement, Cancellation or Relocation of Affected Game. If a Game is postponed, cancelled or relocated because of a Force Majeure Event and/or Force Majeure Consequences in accordance with the terms and conditions of this Agreement, then:

(a) Each Party shall utilize its respective commercially reasonable efforts to minimize and mitigate the financial impact of such postponement, cancellation or relocation;

(b) The Parties will not assert any claims or rights to damages against or seek equitable relief against one another, their respective media rights licensees or sponsors, or any of the respective officers, directors, trustees, agents, employees or other representatives of any of the foregoing under this Agreement or on account of such postponement, cancellation or relocation of the Game;

(c) City shall be responsible for each School's travel expenses actually incurred and paid, subject to offsets for any refunds or credits issued in connection therewith, subject to the limitations set forth in Section 10e;

(d) Subject to the City's obligation to reimburse the Schools for their travel expenses, each Party shall be solely responsible for its own expenses incurred and/or paid in performing its obligations under this Agreement;

(e) City shall be responsible for issuing refunds, if any, for all tickets it sold for the applicable Game;

(f) Such postponement, cancellation or relocation of the Game shall not constitute a breach of this Agreement; and

(g) The Parties shall otherwise continue to perform their obligations under this Agreement with respect to any other Games remaining to be played during the Term that are unaffected by a Force Majeure Event and/or Force Majeure Consequences. For avoidance of doubt, postponement, cancellation or relocation of a Game on account of a Force Majeure Event and/or Force Majeure Consequences shall not extend the Term of this Agreement.

(6) Decision Final. The City shall not be obligated to host a Game affected by a Force Majeure Event and/or Force Majeure Consequences during the period of any state of emergency that may be declared by either or both of the City of Jacksonville and/or the State of Florida. For avoidance of doubt, such a state of emergency shall not affect the City's obligation to pay the Schools' travel expenses as set forth in Section 10e of this Agreement if and to the extent that one or both Schools have incurred travel expenses that are not refunded or credited in full. Subject to the foregoing, if, despite their good faith efforts, the Parties do not agree upon whether to play as scheduled, postpone, cancel or relocate the Game due to a Force Majeure Event and/or Force Majeure Consequences, the Schools, in conjunction with the SEC and after consultation with the City, shall decide, in the exercise of their reasonable discretion, whether the affected Game shall be played as scheduled, postponed, cancelled or relocated and such decision shall be final.

29. Rights of Negotiation.

a. Right of First Negotiation. The Parties agree that, unless there has occurred and remains an uncured event of default that would permit a Party to terminate this Agreement in accordance with its terms, the Parties shall negotiate exclusively, continuously through the period set forth in this subsection a, and in good faith among one another for an extension of this Agreement beyond the Term; provided, however, that any such extension shall be upon reasonable terms and conditions to be negotiated by the Parties at such time. Such right of first negotiation period shall begin on July 1, 2023 (or, if the Extension Option has been properly exercised, on May 1, 2025) and shall expire on September 30, 2023 (or, if the Extension Option has been properly exercised, July 15, 2025). Should the Parties not have entered into a new written agreement by or before September 30, 2023 (or, if the Extension Option has been properly exercised, by or before July 15, 2025) to play Games at the Stadium after the end of the Term, the foregoing right of first negotiation shall terminate and be of no further force or effect. This right of first negotiation shall not be deemed or construed to constitute a right of first or last refusal or an option to renew. Furthermore, nothing herein shall be construed to require that the Schools play the Game at the Stadium following expiration of the Term in the event that the Parties are unable to agree upon mutually and reasonably satisfactory terms.

b. Right of Renegotiation. If, at any time during the Term, the Stadium ceases to be the location in which a National Football League franchise plays its home games and/or if any Pre-Existing Rights listed in Section 1 of Exhibit A are vacated, rescinded, terminated or otherwise no longer in force or effect, then, upon written notice from either School to the other School and to the City (the "Renegotiation Notice"), the Parties agree to diligently renegotiate in good faith, for those Games remaining within the Term, the provisions of this Agreement formerly subject to such terminated Pre-Existing Rights, including by way of example: (1) the location of the Schools' Parking Spaces; (2) terms and conditions regarding operation of the Suites; (3) In-Stadium Sponsorship Recognition; or (4) such other provisions as such Renegotiation Notice may specify. The City agrees to provide the Schools with prompt written notice if any of those circumstances described in this subsection b above should occur. Such Renegotiation Notice must be given by a School within one hundred twenty (120) days of the Schools' learning of circumstances having occurred giving rise to the right to give the Renegotiation Notice. If the Renegotiation Notice is not timely given, such right to give the Renegotiation Notice on account of the particular circumstances which occurred shall be deemed waived. The Parties agree that the Amended and Restated Naming Rights Agreement is not applicable to any Renegotiation Notice because provisions relating to the existence or absence of a Naming Rights Sponsor are addressed in Section 22 above. Should the Parties be unable to renegotiate and duly execute an amendment to this Agreement in accordance with the foregoing provisions within one (1) year of transmission of the Renegotiation Notice, then either School shall have the right to terminate this Agreement without further

liability to any Party and with such termination to take become effective either immediately or as otherwise designated by the School in such notice.

30. Default; Termination.

a. Default; Notice. If any Party should fail to perform or observe any of its obligations under this Agreement, then any non-defaulting Party shall individually have the right to send written notice to the defaulting Party specifying the breach and providing the defaulting Party the opportunity to cure the breach (the “Default Notice”). Written notice and an opportunity to cure as set forth herein shall both be condition precedents to the effectiveness of any Termination Notice (defined hereinafter). The Parties acknowledge and agree that any failure to perform or observe any obligation of this Agreement or inability to present a Game in a manner consistent with the Games played prior to the execution of this Agreement as a result of or in reasonable anticipation of a Force Majeure Event shall be governed exclusively by the terms of Section 28 and the terms of this Section 30 shall not apply.

b. Opportunity to Cure. Upon receipt of the Default Notice, the defaulting Party shall have the following periods of time to cure the breach specified therein:

(1) For any breach relating to payment due to a Party, the defaulting Party shall have a period of ten (10) business days to cure;

(2) For any breach arising from scheduling of the Duval County Fair on the same day as a Game, the City shall have a period of ten (10) business days to initiate, and thirty (30) days to complete, the cure;

(3) For any non-monetary breach other than as set forth in subsection (1) or (2) immediately above (meaning performance or nonperformance of an obligation other than only the payment of money to the non-defaulting Party or scheduling of the Duval County Fair), and unless a different cure period is expressly set forth in this Agreement, the defaulting Party shall have a period of thirty (30) days to cure, or such longer period as is reasonably necessary to cure, such non-monetary breach provided the defaulting Party has immediately commenced and is diligently pursuing the cure until such breach is cured, but in no event longer than sixty (60) days; and

(4) Notwithstanding the foregoing cure periods afforded to the defaulting Party, if the Default Notice for a non-monetary breach is delivered fewer than thirty (30) days prior to the next scheduled Game, and the breach specified in the Default Notice could, in the exercise of the reasonable good faith judgment of a non-defaulting Party, jeopardize the safety of ticket holders wishing to attend the upcoming Game, and such breach is not cured by the defaulting Party for a period reasonably designated by the non-defaulting Party in its written notice to the defaulting Party specifying the breach, then such non-defaulting Party shall have the right to terminate this Agreement by sending the Termination Notice.

c. Termination Notice. A non-defaulting Party may send a written notice terminating this Agreement (the “Termination Notice”) to the defaulting Party after the conditions precedent in subsections a and b above are properly completed.

(1) Any proper termination of this Agreement shall be without prejudice to the rights of the Schools to receive any payments required to be made by the City with respect to or in connection with any Game which has been played but for which the Schools have not received payment, the rights

of the Schools to audit as set forth in Section 25, as well as other rights and remedies of the Schools under this Agreement as well as at law and in equity, together with damages arising from such violation or breach of this Agreement. Any proper termination of this Agreement by a School as set forth in this Section 30 shall be without liability, cost or expense to either School.

(2) Any proper termination of this Agreement shall be without prejudice to the rights of the City to receive any payments required to be made by the Schools with respect to or in connection with any Game which has been played but for which the City has not received payment, the right of the City to audit as set forth in Section 25, as well as other rights and remedies of the City under this Agreement as well as at law and in equity, together with damages arising from such violation or breach of this Agreement. Any proper termination of this Agreement by the City as set forth in this Section 30 shall be without liability, cost or expense to the City.

(3) The provisions set forth in Section 28 relating to postponement, cancellation or relocation of a Game due to a Force Majeure Event are not included within, or subject to, the provisions of any Termination Notice; it being understood the provisions of Section 28 govern any Force Majeure Event.

31. Reservation of Rights. Only those rights specifically and expressly licensed or granted herein shall be deemed licensed or granted to the City by the Schools in connection with the Game. In accordance with the terms and conditions of this Agreement, all other rights not specifically and expressly licensed or granted herein by the Schools to the City are expressly reserved to and retained by the Schools, whether presently existing or hereafter created or arising.

32. General.

a. Compliance with Laws, Rules and Regulations. The Parties agree to comply with (and this Agreement is specifically made subject to) all federal, state and local laws, ordinances, orders, rules, regulations, decrees, declarations or similar enactment of any governmental entity or any local, state, national or international health organization applicable to the performance of their respective obligations under this Agreement, including but not limited to the NCAA and SEC Policies and Agreements, subject to the Schools' obligations to provide prior notice the City pursuant to the provisions of Section 11e above. In furtherance of the foregoing, the Parties agree not to discriminate against any employee or applicant for employment because of race, religion, gender, national origin, handicap or age.

b. Relationship of the Parties. Nothing contained in this Agreement shall or shall be deemed or construed so as to create the relationship of landlord-tenant, principal-agent, joint venturers, co-adventurers, partners or co-tenants between or among the City and the Schools, it being the express intention of the Parties that they are and shall remain independent contractors one as to the other. The foregoing provisions shall also be deemed to apply to any individual or entity providing services to either the City or the Schools. No Party shall have the authority to bind the other Party in any respect. There shall be no estate in land created hereby and this Agreement shall not constitute nor shall the intent of the Parties be deemed to create a lease of the Stadium or the Licensed Facilities.

c. Notices. All notices for each Party shall be sent to the address for such Party set forth below and shall be sent via overnight delivery with a nationally reputable courier service, or by certified mail return receipt requested, or by hand delivery. A Party may change the address for notices by sending a notice as set forth in this Section. Copy notices are for courtesy only and shall not affect the effectiveness of notice.

If to City:

City of Jacksonville
Attn: Mayor
117 West Duval Street, Suite 400
Jacksonville, Florida 32202

With a copy to:

City of Jacksonville
Attn: General Counsel
117 West Duval Street, Suite 480
Jacksonville, Florida 32202

If to Florida:

The University Athletic Association, Inc.
Attn: Athletic Director
Central Receiving – Gale Lemerand Drive
Gainesville, Florida 32611

If to Georgia:

University of Georgia Athletic
Association, Inc.
Attn: Director of Athletics
Butts-Mehre Building
1 Selig Circle
Athens, Georgia 30602

With a copy to:

University of Georgia
Office of Legal Affairs
Lustrat House
230 S. Jackson St.
Athens, Georgia 30602

Subject to the foregoing, the Parties agree that all communications relating to the requisite approvals and day-to-day operational activities under this Agreement may be exchanged between and among designated representatives of each Party, which representatives shall be designated by each Party in writing promptly upon commencement of this Agreement and as may be updated in writing by notice to the other Parties during the Term. The foregoing sentence shall not apply to any notice required under this Agreement as a condition to exercising a right provided hereunder.

d. Assignment. The Schools shall not have the right to assign this Agreement or any rights or obligations hereunder, nor to sublicense the Licensed Facilities without the prior written consent of the City, which may be exercised in the sole discretion of the City. The City shall not have the right to assign this Agreement or any rights or obligations hereunder without the prior written consent of the Schools, which may be exercised in the sole discretion of each School.

e. Entire Agreement; Amendment. This Agreement and the Exhibits attached hereto: (1) set forth the entire agreement among the Parties relating to the Games to be played beginning with the Game to be played during the 2021 college football regular season and continuing through the Game to be played during the 2023 college football regular season (or through the Game to be played during the 2025 college football regular season, if the Extension Option is properly exercised); and (2) constitute a complete restatement of the 2017 Agreement, as amended, for those Games beginning with the 2021 Game. This Agreement and Exhibits specifically supersede the 2019 MOU. No alleged agreement or understanding, oral or written, is binding upon a Party unless set forth in this Agreement. No subsequent change or amendment to this Agreement shall be binding upon the Parties unless reduced to writing and signed by the Parties. For avoidance of doubt, this Agreement and the Exhibits do not affect

the rights or obligations of any Party for a Game played prior to the Effective Date under the 2017 Agreement, as amended by the 2020 Amendment.

f. Construction of Agreement. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any provision of this Agreement. If any provision of this Agreement or application thereof to any person or circumstance shall, to any extent, be held invalid by a court of competent jurisdiction, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. The Parties agree that they have had meaningful discussion and/or negotiation of the provisions, terms and conditions contained in this Agreement. Therefore, no provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or other governmental or judicial authority be reason of such Party having or deemed to have structured, dictated or drafted such provision. Any remedy granted in this Agreement to a Party shall be cumulative with all other remedies available to such Party in law or in equity and shall not be exclusive.

g. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. Venue for any action arising under this Agreement shall be in the courts in and for Duval County, Florida.

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

i. Provisions Binding. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, successors, and assigns.

j. Survival. In addition to those matters expressly set forth herein to survive the termination or expiration of this Agreement, those covenants, acknowledgements, representations, agreements, and obligations contained in Sections 10, 19g, 20, 22b, 22d, 22e, 25, 26, 27, 28, 30c, 31, and 32 of this Agreement shall survive the expiration and/or termination of this Agreement.

k. Exhibits. The documents attached hereto as exhibits are incorporated by reference herein and made a part of this Agreement as if fully set forth herein. All capitalized terms in the exhibits shall have the meanings given them in this Agreement.

l. Third Party Beneficiaries. The Parties acknowledge and agree that there are no third party beneficiaries to this Agreement except the School Indemnified Parties pursuant to the indemnification provided in this Agreement. However, the Schools shall be third party beneficiaries to all agreements between the City and its third party contractors including without limitation, the City's Stadium Manager.

m. Recitals. All recitals set forth at the beginning of this Agreement are expressly incorporated into and made part of this Agreement.

n. Time of Essence. The Parties agree that time is of the essence in performing obligations under this Agreement. Excepting the Operative Period, if an obligation to be performed falls on a Saturday, Sunday, or legal holiday, then the deadline for such performance shall be extended to the next business day.

o. Counterparts and Electronic Signatures. This Agreement may be signed in one or more counterparts and via electronic signatures (e.g., via a PDF attachment), provided that all such counterparts and any electronic signatures, when taken together, shall constitute one and the same original agreement.

p. No Waiver of Rights and Breaches. No failure or delay of any Party in the exercise of any right given to such Party hereunder shall constitute a waiver thereof, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. The waiver by a Party of any default of any other Party hereunder shall not be deemed to be a waiver of any such subsequent default or other default of any Party. No waiver of any provision of this Agreement by a Party shall be binding upon that Party unless made in writing and signed by that Party, and no such waiver shall be held to waive the same provision on a subsequent occasion or be construed to constitute a waiver of any other provision hereof.

q. Further Assurances. Each Party agrees to execute and deliver, or cause to be executed and delivered, such instruments and documents as any of the Parties may reasonably request or require to carry out more effectively the purpose and intent of this Agreement.

r. Includes. All references in this Agreement to the words “including”, “includes” and “include” are not meant to be limiting in any way and shall be construed to mean “include(s) (or including) without limitation.”

s. Approvals. All references in this Agreement to instances in which approval of one or both Schools or the City is required or designation is to be made shall be deemed to require prior written approval and/or designation, but such written approval and/or designation may also be by electronic mail. Unless expressly provided otherwise in this Agreement, approval will not be unreasonably withheld. All approvals and designations required or permitted hereunder shall be obtained from the individual expressly designated by the applicable Party. With respect to timing of approvals, the Party receiving the request agrees to exercise good faith efforts to reply promptly to the requesting Party’s written requests for approval. Approval by the Party to which the request was addressed under this Agreement shall not be deemed approval as to conformity or compliance with any federal, state or local laws or regulations.

t. Final Execution. This Agreement shall not be binding upon any Party hereto unless it is duly executed by the named entity indicated on each signature page of this Agreement.

[Signatures begin on next page]

[Signatures to Amendment and Restatement of Agreement For 2021-2023]

ATTEST:

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

City:

CITY OF JACKSONVILLE
a Florida municipal corporation

By: _____
Lenny Curry, Mayor

Form Approved:

By: _____
Office of General Counsel

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance
City Contract Number: _____

Form Approved:

Office of General Counsel

GC-#1327926-v19-Amendment_and_Restatement_of_Florida-Georgia_(FL_GA)_Agreement_2020-2025.doc

[Continuation of signature pages for Amendment and Restatement of Agreement For 2021-2023]

UNIVERSITY OF GEORGIA ATHLETIC
ASSOCIATION, INC., a Georgia non-profit
corporation

By: _____
_____, CEO

[Continuation of signature pages for Amendment and Restatement of Agreement For 2021-2023]

THE UNIVERSITY ATHLETIC ASSOCIATION,
INC., a Florida non-profit corporation

By: _____
_____, Chairman

EXHIBIT A
TO AMENDMENT AND RESTATEMENT OF AGREEMENT FOR 2021-2023

PRE-EXISTING RIGHTS

The Pre-Existing Rights are set forth in paragraphs 1 through 5 below.

1. The “JJL Lease” consists of the following: (1) that certain Lease By and Between The City of Jacksonville, Florida and Touchdown Jacksonville, Ltd. dated September 7, 1993 (the “Initial JJL Lease”); (2) as amended by Amendment No. 1 to Lease By and Between the City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated 1995; (3) as further amended by that certain Amendment No. 2 to Lease By and Between the City of Jacksonville, Florida and Jacksonville Jaguars, Ltd. dated July 30, 1996; (4) as further amended by that certain Amendment No. 3 to Lease By and Between the City of Jacksonville and Jacksonville Jaguars, Ltd. dated March 11, 1997; (5) as further amended by that certain Amendment Number 4 to Lease By and Between the City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated June 11, 1997; (6) as further amended by that certain Amendment Number 5 to Lease By and Between the City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated September 6, 2002, (7) as further amended by that certain Amendment Number 6 to Lease By and Between the City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated June 26, 2003; (8) as further amended by that certain Amendment Number 7 to Lease By and Between the City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated May 27, 2004; (9) as further amended by that certain Amendment Number 8 to Lease By and Between the City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated January 31, 2006; (10) as further amended by that certain Amendment Number 9 to Lease By and Between the City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated April 7, 2009; (11) as further amended by that certain Amendment Number 10 to Lease By and Between the City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated August 16, 2010; (12) as further amended by that certain Amendment Number 11 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of August 1, 2011; (13) as further amended by that certain Amended and Restated Amendment Number 12 to Lease by and between the City of Jacksonville and Jacksonville Jaguars, LLC, dated as of June 30, 2014; (14) as further amended by that certain Amendment Number 13 to Lease by and between City of Jacksonville and Jacksonville Jaguars, LLC (and, solely for the purposes of the SMG Guaranty in Section 9 thereof, SMG) dated as of July 30, 2015; and (15) as further amended by that certain Amendment Number 14 to lease by and between City of Jacksonville and Jacksonville Jaguars, LLC dated as of December 11, 2015 (including the two leases executed between the City and Jacksonville Jaguars, LLC, as to the CFF, and the City and Bold Events, LLC, as to the Amphitheater); and as the same may be further amended, restated, supplemented, waived or otherwise modified from time to time.

2. The “Gator Bowl Association Lease” consists of the following: (1) that certain Amended and Restated Lease dated October 26, 1994; (2) as amended by that certain First Amendment To Amended and Restated Lease dated on or about March 1, 2002; (3) as amended by that certain Second Amendment To Amended And Restated Lease dated August 4, 2004; (4) as amended by that certain Interim Amendment to Amended and Restated Lease dated December 14, 2005; (5) as amended by that certain Third Amendment to Amended and Restated Lease dated January 31, 2006; (6) as amended by that certain Fourth Amendment to Amended and Restated Lease dated October 1, 2007; (7) as amended by that certain Fifth Amendment to Amended and Restated Lease dated September 30, 2013; (8) as amended by that certain Sixth Amendment to the Amended and Restated Lease dated July 12, 2016; (9) as amended by that certain Seventh Amendment to the Amended and Restated Lease dated December

19, 2016; and (10) as amended by that certain Eighth Amendment to the Amended and Restated Lease dated March 14, 2019.

3. The “Amended and Restated Naming Rights Agreement” by and among EverBank, Jacksonville Jaguars, LLC, and the City of Jacksonville, dated July 3, 2014, to which the Schools agree not to, and not to grant, permit or cause any third party to, take any action in violation of the rights of EverBank or Jacksonville Jaguars, LLC as set forth therein.

4. Notwithstanding the subsequent date of such agreement, the Parties agree that any agreement for naming rights for any component of the Stadium, or the Parking Lots, Sports Complex or any of its facilities, as entered into by any of the City, or Jacksonville Jaguars, LLC, shall also be deemed a Pre-Existing Right.

5. Any and all existing rights of concessionaires (whether food or beverage) at the Stadium entered into by the Jacksonville Jaguars, LLC or the City of Jacksonville (pursuant to Amendment No. 9 of the Initial JJJ Lease or otherwise).

EXHIBIT B
TO AMENDMENT AND RESTATEMENT OF AGREEMENT FOR 2021-2023
SPORTS COMPLEX

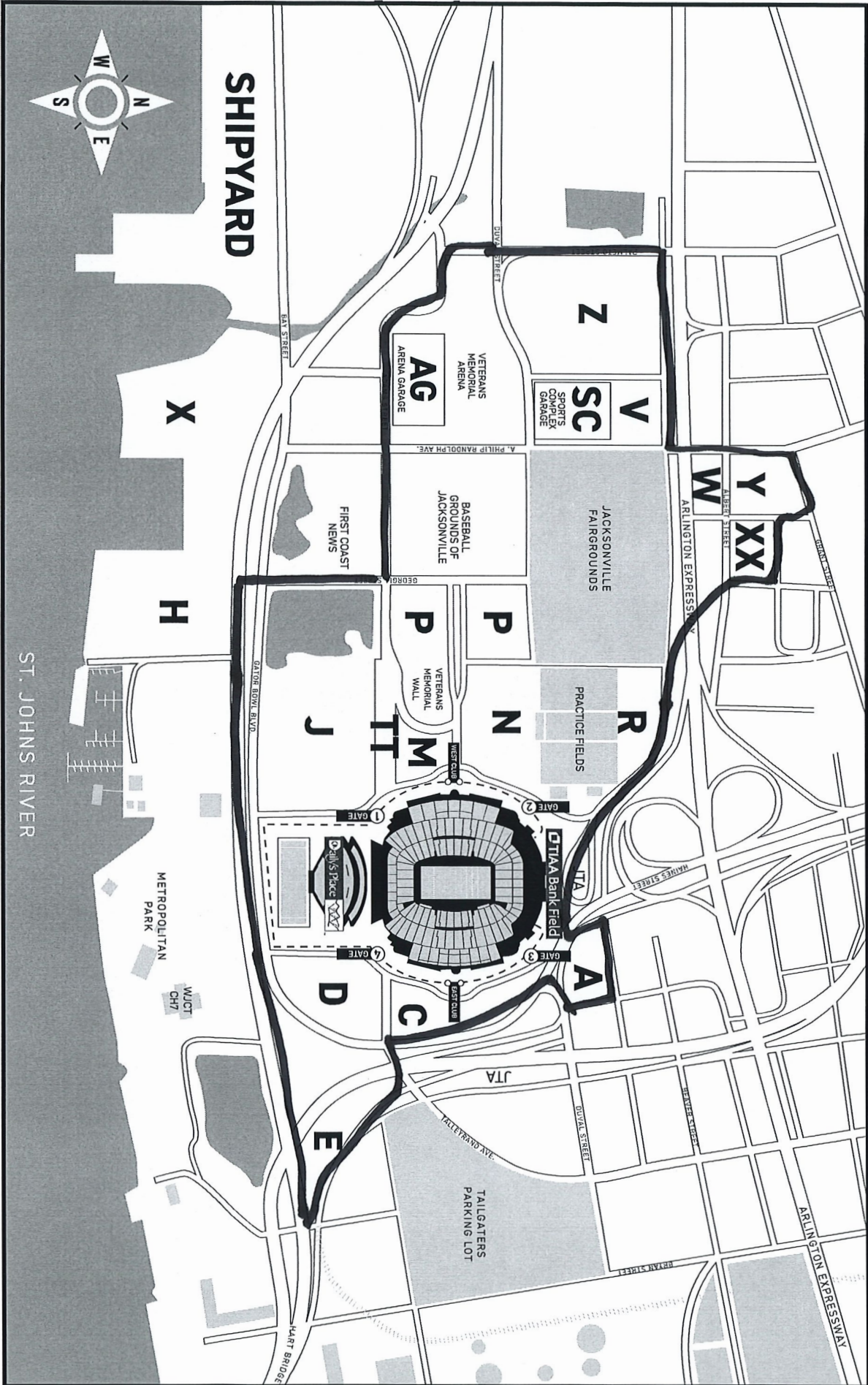
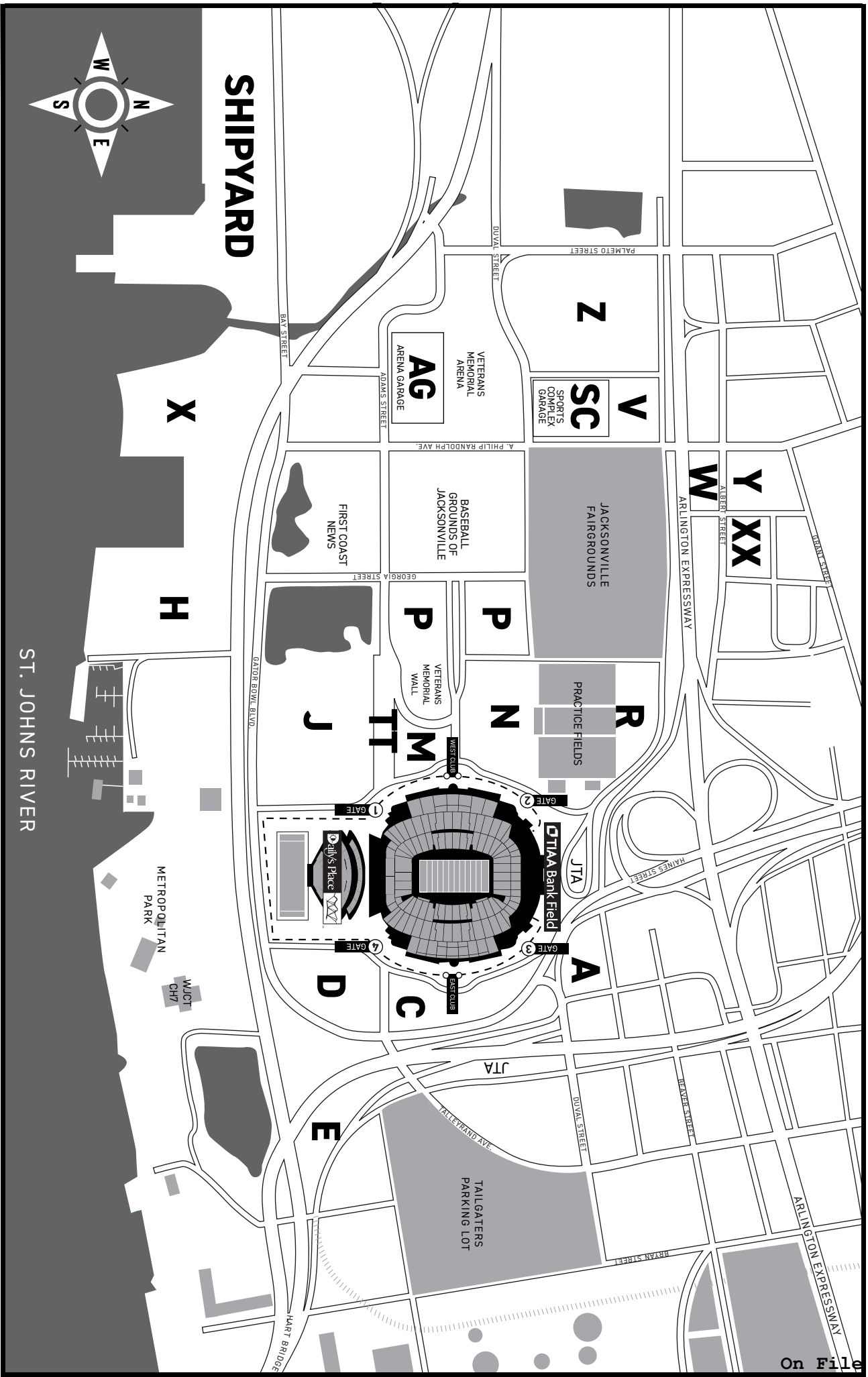


EXHIBIT C
TO AMENDMENT AND RESTATEMENT OF AGREEMENT FOR 2021-2023

LOCATION OF PARKING SPACES



On File

EXHIBIT D
TO AMENDMENT AND RESTATEMENT OF AGREEMENT FOR 2021-2023
LOCATION OF COMPLIMENTARY PARKING SPACES FOR SCHOOLS

LOT	FLORIDA	GEORGIA
A		150
C		155
D		401
E		
F		
G		
H		
J	1250	
K		
M		40
N		220
P	250	189
R		
V		
W		250
Y		95
XX		
Z		
TOTAL	1500	1500

EXHIBIT E
TO AMENDMENT AND RESTATEMENT OF AGREEMENT FOR 2021-2023
LOCATION OF PARKING SPACES TO BE PURCHASED BY SCHOOLS

LOT	FLORIDA	GEORGIA*
A		
C		
D		
E		
F		
G		
H	315	
J		
K		
M	60	
N		
P		
R		
V	60	
W		
Y		
XX		
Z	627	
TOTAL	1062	

*Number and location of additional parking spaces to be purchased by Georgia, pursuant to Section 9c of the Agreement, based upon whether Georgia exercises option to purchase additional parking spaces (and number that Georgia wishes to purchase) for each Game.

EXHIBIT F
TO AMENDMENT AND RESTATEMENT OF AGREEMENT FOR 2021-2023

SMG'S JOINDER AND CONSENT

This **SMG Joinder and Consent** (hereinafter, the "SMG Joinder") is dated effective _____, 2021, by SMG, a Pennsylvania general partnership, a division of ASM Global, a Nevada corporation ("SMG"), pursuant to the Amendment and Restatement of Agreement for 2021-2023 dated as of _____, 2021 (the "Agreement") by and among the University of Georgia Athletic Association, Inc. and The University Athletic Association, Inc. (collectively, the "Schools" and individually a "School") and the City of Jacksonville.

1. SMG shall perform and discharge its obligations as Stadium Manager with respect to the Games (as defined in the Agreement) pursuant to the Facilities Management Contract between the City of Jacksonville and SMG for the management of public assembly facilities entered into July 31, 2017 (the "SMG Agreement") in managing TIAA Bank Field (the "Stadium") during the term of the SMG Agreement and, if such term is extended, during the Term (as defined in the Agreement) of the Agreement, all in accordance with the terms and conditions of the Agreement and the SMG Agreement.

2. **Insurance.** Without limiting SMG's liability under the Agreement or the SMG Agreement or the City of Jacksonville's sovereign immunity, SMG shall obtain and keep in full force and effect the following insurance coverage in the types and amounts outlined below during the term of the SMG Agreement and, if such term is extended, during the Term (as defined in the Agreement) of the Agreement, all in accordance with the terms and conditions of the Agreement, and any failure to do so shall be a material breach of the Agreement by SMG.

a. **Comprehensive General Liability.** SMG shall obtain and keep in full force and effect Comprehensive General Liability insurance coverage, including products, contractual, and professional liability and broad form vendor's coverage. This insurance shall provide coverage for death, bodily injury, personal injury, property damage, and products liability coverage (if products are dispensed or vended by SMG or its employees, contractors, licensees, designees, agents or other representatives) with combined single limit per occurrence of not less than One Million Dollars (\$1,000,000) and minimum aggregate limit of not less than Two Million Dollars (\$2,000,000).

b. **Worker's Compensation.** SMG shall obtain and keep in full force and effect Worker's Compensation insurance (without restrictive endorsements), including occupational illness or disease coverage or other similar social insurance with minimum Florida Statutory coverage and Employer's Liability (Including Federal Acts) insurance with limits of \$1,000,000 per occurrence.

c. **Business Automobile Liability.** SMG shall obtain and keep in full force and effect Business Automobile Liability insurance coverage, the limits of coverage shall be \$500,000 per occurrence, combined single limit for bodily injury, liability, and property damage liability. This coverage shall be an "any auto" or "comprehensive form" policy. It must be an occurrence form policy. In the event SMG does not own any vehicles, hired and non-owned coverage shall be provided in the amount specified above.

As a condition precedent to the effectiveness of the Agreement, SMG shall execute and deliver this SMG Joinder to the Schools and to the City. In addition, SMG shall provide certificates of insurance to each School and such certificates of insurance required herein shall name the Schools, the Board of Regents of the University System of Georgia, the University of Georgia, The University of Florida Board of Trustees, the respective affiliated entities of each of the foregoing, and the trustees, directors, officers, employees, agents, and other representatives of each of the foregoing entities (collectively, the "School Indemnified Parties") as

additional insureds with respect to the liability arising out of the provision of services by SMG under the SMG Agreement and the Agreement for all liability coverages (except worker's compensation) as their interests may appear. Nothing contained in the Agreement or in this SMG Joinder shall be construed as a waiver of the City's sovereign immunity. Payment for any deductible for such insurance provided by SMG as set forth herein shall be the responsibility of SMG; it being understood that such payment shall not be an expense which is the responsibility of either School.

SMG's insurance shall be in a form reasonably acceptable to the Schools and shall cover SMG for ALL sources of liability arising out of SMG's operation and management of the Stadium for the Games as defined by the Agreement and the SMG Agreement (including, but not by way of limitation, coverage for operations, Products/Completed Operations, acts of independent contractors, and liability contractually assumed to the extent such losses are covered under the policies). All insurance coverage specified in the Agreement and in this SMG Joinder must be on an occurrence basis; or if unavailable and provided on a claim made basis, the coverage must respond to all claims reported as though coverage had been provided on an occurrence based policy. If SMG subcontracts any of its services in accordance with the terms and conditions of the Agreement, SMG shall require such subcontractor to maintain insurance equivalent to that which is required of SMG under the Agreement and under the same terms and conditions. The insurance provided by SMG (or its permitted subcontractors) pursuant to the Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by either the City or by the Schools, or any representative of the Schools shall be in excess of and not contributing with the insurance provided for or on behalf of SMG (or its permitted subcontractors) for losses arising from SMG's operations and obligations under the Agreement. Compliance with the insurance requirements of the Agreement shall not limit the liability of SMG (or its permitted subcontractors or their permitted sub-subcontractors), its officers, employees or its agents or others. Any remedy provided to the Schools, or its officers, employees or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise. Neither approval by the Schools, nor failure to disapprove the insurance furnished by SMG, shall relieve SMG of its full responsibility to provide the insurance as required by the Agreement.

As evidence of compliance with the insurance required by the Agreement, SMG shall furnish the Schools with fully completed certificates of insurance signed by an authorized representative of the insurer(s) providing the coverage. The Certificates of Insurance shall include the statement, "**THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, THE UNIVERSITY OF GEORGIA, THE UNIVERSITY OF GEORGIA ATHLETIC ASSOCIATION, INC., THE UNIVERSITY ATHLETIC ASSOCIATION, INC., THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES, THE RESPECTIVE AFFILIATED ENTITIES OF EACH OF THE FOREGOING, AND THE TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES OF EACH OF THE FOREGOING ENTITIES SHALL BE INCLUDED AS ADDITIONAL INSURED ON THESE POLICIES.**" The evidence of insurance shall provide that the Schools be given no less than sixty (60) days written notice prior to expiration or cancellation by the insurer. Until such time as the insurance is no longer required to be maintained by SMG, then SMG shall provide the Schools with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

Insurers providing the insurance required by the Agreement must be (i) authorized by subsisting certificates of authority by the Department of Insurance of the State of Florida, or (ii) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "A" or better, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company, and shall be reasonably acceptable to the City and to the Schools. If, during this period when an insurer is providing the insurance as required by the Agreement, an insurer shall fail to comply with the foregoing minimum requirements in this paragraph, as soon as SMG has knowledge of any such failure, SMG shall immediately notify the City and

the Schools, and immediately replace the insurance provided by the insurer with an insurer meeting the requirements.

SMG shall furnish each School with certificates of insurance evidencing the foregoing for approval: for the 2021 Game, within ten (10) business days after all Parties have signed this Agreement; and, for subsequent Games, by or before the July 1st that immediately precedes the Game. Such insurance shall include a waiver of subrogation in favor of the School Indemnified Parties.

3. Indemnification by SMG. In addition to all obligations hereunder, SMG shall indemnify, hold harmless, and defend the School Indemnified Parties against any claims, demands, suits, actions, judgments, settlements, executions, or other loss, cost or expense (including without limitation attorneys' fees for the School Indemnified Parties) (collectively, the "Claims" and individually a "Claim") whatsoever without limit as to amount occasioned by or in any manner arising from or relating to operations, management or control of the Stadium, presentation of a Game, or occasioned by any act or omission, neglect or wrongdoing of SMG or its officers, employees, agents, and designees, including without limitation any act or omission in connection with the determination to eject and actual ejection of any objectionable person(s) from the Stadium on the day of a Game, including without limitation the following: (i) operations, management or control of the Stadium or the Sports Complex (as defined in the Agreement) at any time, including without limitation, during any Operative Period or during a Game; (ii) presentation of a Game; (iii) SMG's negligent performance of the Agreement or work performed thereunder; (iv) SMG's breach of the Agreement; (v) failure of SMG to pay suppliers, vendors, employees, agents, or contractors; (vi) SMG's non-compliance with law; excluding on a proportionate basis the gross negligence of the Schools. In any and all claims against the School Indemnified Parties by any employee of SMG (or its permitted subcontractor), anyone directly employed by any of them, indemnification under the Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for SMG (or any of its permitted subcontractors) under the Worker's Compensation Acts, Disability Benefits Acts or any other employee benefit act. Each School agrees to notify SMG within a reasonable time after its discovery of any loss or claim; however, failure of a School Indemnified Party to notify SMG shall not serve as a bar to any rights or remedies of the School Indemnified Party with respect to such loss or claim. The indemnification of the School Indemnified Parties by SMG shall be in addition to and not in lieu of any other remedy available under the Agreement or otherwise, and this indemnification obligation shall not be diminished or limited in any way to the total limits of insurance required in the Agreement or otherwise available to SMG (or its permitted subcontractor).

4. This SMG Joinder and the Agreement constitute the entire understanding and agreement of SMG, the City, and the Schools with respect to the subject matter addressed herein and may not be changed without such change being set forth in writing and signed by SMG, the City, and the Schools.

Witnesses: SMG, a Pennsylvania general partnership ("SMG")

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

EXHIBIT G
TO AMENDMENT AND RESTATEMENT OF AGREEMENT FOR 2021-2023

PERSONNEL AND SERVICES PROVIDED AND PAID BY THE CITY

The City shall provide and pay for staffing and services in connection with each Game in accordance with all terms and conditions of this Agreement, including without limitation the following personnel (including any needed technical and labor supervisors for said personnel):

- (a) Ticket Takers
- (b) Ushers
- (c) Cleaning and Janitorial Service to continually inspect and clean all concourse areas, press room/areas, Stadium club, Suites/sky box/VIP areas, locker rooms, etc.
- (d) Restroom Attendants to monitor and maintain all Stadium restrooms (continual cleaning, restocking of supplies, emptying of trash receptacles)
- (e) First-aid Attendants
- (f) Fire, Rescue and Emergency Medical Personnel
- (g) Groundskeeper and Field and Grounds Crew to continually monitor and respond to any and all issues which may arise concerning the playing field
- (h) Information Attendants
- (i) Maintenance Personnel
- (j) Stadium Operations and technical crew consisting of plumbers, electricians, carpenters, and maintenance mechanics to respond to any and all technical issues (communications, scoreboard televisions, headsets, plumbing, etc.) which may arise
- (k) Scoreboard/Sound (in-house audio and video productions)
- (l) General concessions foodservice
- (m) Premium seating foodservice
- (n) Parking Attendants

The City shall also provide, at a minimum, the following as to the Game Security Plan:

- (a) uniformed security sufficient to reasonably restrict or prohibit open containers of alcohol outside the parking lots
- (b) uniformed security will be placed at each entrance gate to prohibit the bringing of alcohol into the Stadium
- (c) uniformed security will be stationed at each vomitory in the Stadium
- (d) uniformed security persons will patrol walkways
- (e) uniformed security will be provided at requested suites and/or the press boxes
- (f) uniformed security will be provided at team rooms as requested by the Schools
- (g) uniformed security will provide security around the field during the Game
- (h) when five (5) minutes are remaining in the fourth quarter of the Game, uniformed security personnel will line the perimeter of the field and remained positioned there for that period following conclusion of each Game as the Parties shall mutually agree during the Game, teams of security personnel will patrol the seating area to remove any person in possession of alcoholic beverages
- (i) security efforts and crowd and traffic control will provide for the highest practical degree of organization and spectator and participant safety.

Each School may also provide such additional private security for its administrators, faculty, coaching staff and student athletes as it deems appropriate. The City will coordinate with the Schools to create public service announcements outlining the “sportsmanship” of the Game and the consumption and/or prohibition of alcohol. In addition to uniformed security, at no time will the numbers of police inside the Stadium be fewer than one hundred twenty (120) or outside police drop below seventy-five (75) unless it is agreed upon in writing by the Schools and the Jacksonville Sheriff’s Office. All security personnel and security plans shall be presented by the City and any other government or law enforcement agency to the Schools in a written plan in accordance with the Agreement.

EXHIBIT H
TO AMENDMENT AND RESTATEMENT OF AGREEMENT FOR 2021-2023

PROHIBITED TITLE AND/OR PRESENTING SPONSORSHIP CATEGORIES

Footwear
Apparel
Beverages of any type (both alcoholic and non-alcoholic)
Hospital or healthcare provider of any type
Fireworks
Birth control devices
Laxatives
Feminine hygiene products
Women's intimate wearing apparel
Fortune telling
Casino gambling
Gambling
Hotels and Resorts which have casinos and/or otherwise offer gambling on-site
Daily Fantasy Sports
Lotteries or other games of chance (not including State Lotteries)
Sexually-oriented material of any type
Horse or dog racing
Firearms
Speculative stock selling
Pool halls
Cigarettes and other Tobacco Products
Political Organizations
Political Candidates
Any other sponsorship category prohibited by the NCAA or SEC from time-to-time throughout the Term

EXHIBIT I
TO AMENDMENT AND RESTATEMENT OF AGREEMENT FOR 2021-2023

PROHIBITED SPONSORSHIP CATEGORIES

(Applicable to all sponsorships other than Permitted Title and/or Presenting Sponsorships)

Fireworks
Birth control devices
Laxatives
Feminine hygiene products
Women's intimate wearing apparel
Fortune telling
Casino gambling
Gambling
Hotels and Resorts which have casinos and/or otherwise offer gambling on-site
Daily Fantasy Sports
Lotteries or other games of chance (not including State Lotteries)
Sexually-oriented material of any type
Horse or dog racing
Firearms
Speculative stock selling
Pool halls
Cigarettes and other Tobacco Products
Political Organizations
Political Candidates
Any other sponsorship category prohibited by the NCAA or SEC from time-to-time throughout the Term