

## NINTH AMENDMENT TO AMENDED AND RESTATED LEASE

This **NINTH AMENDMENT TO AMENDED AND RESTATED LEASE** (the "Ninth Amendment") is made and entered effective as of the \_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date") by and between **CITY OF JACKSONVILLE**, a municipal corporation and a political subdivision of the State of Florida ("City") and **THE GATOR BOWL ASSOCIATION, INC.**, a Florida not for profit corporation ("Association").

### RECITALS:

A. City and Association entered into that certain Amended and Restated Lease dated October 26, 1994 (the "Initial Lease"), as amended by that certain First Amendment to Amended and Restated Lease dated on or about March 14, 2002 (the "First Amendment"), as amended by that certain Second Amendment to Amended and Restated Lease dated on or about August 4, 2004 (the "Second Amendment"), as amended by that certain Interim Amendment to Amended and Restated Lease dated December 14, 2005 (the "Interim Amendment"), as amended by that certain Third Amendment to Amended and Restated Lease dated January 31, 2006 (the "Third Amendment"), as amended by that certain Fourth Amendment to Amended and Restated Lease dated October 1, 2007 (the "Fourth Amendment"), as amended by that certain Fifth Amendment to Amended and Restated Lease dated on or about September 30, 2013 (the "Fifth Amendment"), as amended by that certain Sixth Amendment to Amended and Restated Lease dated on or about July 12, 2016 (the "Sixth Amendment"), as amended by that certain Seventh Amendment to Amended and Restated Lease dated on or about December 16, 2016 (the "Seventh Amendment"), as amended by that certain Eighth Amendment to Amended and Restated Lease dated March 14, 2019 (the "Eighth Amendment") (the Initial Lease, the First Amendment, the Second Amendment, the Interim Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment and the Eighth Amendment are collectively referred to herein as the "Lease") whereby City leased to Association and Association leased from City the "Demised Premises" (as defined in the Lease) for the Gator Bowl Classic football game and to provide certain office and administrative space and other areas located in and around the Stadium currently known as TIAA Bank Field located at 1 TIAA Bank Drive, Jacksonville, Florida 32202 (the "Stadium").

B. Pursuant to the Seventh Amendment, the City has an obligation to install a total of 2,082 temporary seats (the "Temporary Seats") at the Stadium at its sole expense, which seats are included in the manifest of tickets to be sold by the Association for the 2019 Gator Bowl Classic football game to be played January 2, 2020 (the "2019 Game"). Due to the close proximity of a Jacksonville Jaguars football game on December 29, 2019, the Association has agreed to amend the Lease to remove the requirement that the City install the Temporary Seats for the 2019 Game in exchange for reimbursement to the Association by the City of the lost revenues related to the lost ticket sales, lost net concession revenues, lost merchandise revenues, and lost parking revenues for the 2019 Game, as set forth below.

**NOW, THEREFORE**, in consideration of the mutual promises and other good and valuable consideration, the receipt and adequacy of which, the parties hereby agrees as follows:

**AGREEMENT**

1. The Recitals set forth above are true and correct and incorporated herein. Capitalized terms used and not otherwise defined herein have the meanings given them in the Lease.

2. The Effective Date of this Ninth Amendment is as set forth in the opening paragraph of this Agreement.

3. Capitalized terms used and not otherwise defined herein shall have the meanings given them in the Lease.

4. The language added to the end of Paragraph 30 of the Lease via the Seventh Amendment is hereby deleted in its entirety and replaced with the following language:

“Notwithstanding any other provision in this Lease to the contrary, commencing with the Gator Bowl Classic game that immediately follows the 2016 college football regular season (currently known as the TaxSlayer Bowl) the City will not be required to provide 76,500 seats in the Stadium, and shall annually only be required to provide the fixed seat count and seat configuration at the Stadium as may then exist, which may be altered by the City in its sole discretion from time to time. For each of the 2016-18 TaxSlayer Bowl games, the City agrees, at its sole cost and expense and subject to lawful appropriation of funds therefor, to install a total of 2,054 temporary seats in the East and West Clubs of the Stadium. Thereafter, the City shall have no obligation to install any temporary seats in the Stadium.”

5. In exchange for releasing the City from its obligation to install the Temporary Seats for the January 2, 2020 game, the City agrees to reimburse the Association as follows:

(a)	Ticket Reimbursement on 2,082 seats:	\$284,810.00
(b)	Lost net concessions revenue for 2,054 patrons:	\$19,164.00
(c)	Lost merchandise revenues:	\$2,644.00
(d)	Lost Parking Revenues:	\$28,107.00

Total Reimbursement: \$334,725.00

6. The Lease is and continues in full force and effect and is unmodified, except as amended by this Ninth Amendment. City and Association ratify and confirm the terms and provisions of the Lease, as amended by this Ninth Amendment, as if such terms and conditions were set forth in full in this Ninth Amendment.

7. The City and the Association represent and warrant to each other that each party has full right and authority to execute and perform its obligations under the Lease as amended by this Ninth Amendment, and each person signing this Ninth Amendment on behalf of each party is duly authorized to execute this Ninth Amendment without further consent or approval by anyone.

8. This Ninth Amendment is the entire agreement of the parties regarding modifications of the Lease provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successors, legal representatives and assigns.

9. This Ninth Amendment may be executed in counterparts, each of which shall be an original and both of which taken together will constitute one and the same instrument. A signed electronic copy of this Ninth Amendment will be deemed an original for all purposes.

**[Remainder of page left blank intentionally; signatures on following page.]**

**IN WITNESS WHEREOF**, City and Association have each executed or caused this Ninth Amendment to be executed in their respective names as of the date first above written.

ATTEST:

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

\_\_\_\_\_  
Name: James R. McCain, Jr.  
Its: Corporation Secretary

By: \_\_\_\_\_  
Lenny Curry  
Mayor

[Corporate Seal]

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

\_\_\_\_\_  
Director of Administration and Finance  
City Contract Number: 7283 Am. #9

Form Approved:

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

WITNESSES:

**THE GATOR BOWL ASSOCIATION, INC.**, a Florida not for profit corporation

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

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

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

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

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

Date: \_\_\_\_\_

[Corporate Seal]

**EXHIBIT A**  
**PRE-EXISTING RIGHTS**

2. That certain Lease dated as of September 7, 1993 by and between the City of Jacksonville, Florida, and Touchdown Jacksonville, Ltd.; as amended by that certain Amendment Number 1 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of February 28, 1995; as further amended by that certain Amendment Number 2 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of July 30, 1996; as further amended by that certain Amendment Number 3 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of March 11, 1997; as further amended by that certain Amendment Number 4 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of June 11, 1997; as further amended by that certain Amendment Number 5 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of September 6, 2002; as further amended by that certain Amendment Number 6 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated June 26, 2003; as further amended by that certain Amendment Number 7 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of May 27, 2004; as further amended by that certain Amendment Number 8 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of January 31, 2005; as further amended by that certain Amendment Number 9 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated as of April 7, 2009; as further amended by that certain Amendment Number 10 to Lease By and Between City of Jacksonville, Florida and Jacksonville Jaguars, Ltd., dated August 20, 2010; 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; 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 (as successor in interest to Jacksonville Jaguars, Ltd.), dated as of June 30, 2014; 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; 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, and as it may be further amended, restated, supplemented, waived or otherwise modified from time to time (collectively, the "Jaguars Lease").

3. That certain Amphitheater Lease Agreement between the between the City of Jacksonville and Bold Events, LLC dated May 25, 2017.

4. That certain Covered Flex Field Lease Agreement between the between the City of Jacksonville and the Jacksonville Jaguars, LLC dated May 25, 2017.

4. That certain Amended and Restated Naming Rights Agreement dated July 3, 2014 by and among the Jacksonville Jaguars, LLC, City of Jacksonville, and EverBank (the "Naming Rights Agreement").