

**AMENDMENT ONE TO DEMOLITION AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
FUQUA BCDC ONE RIVERSIDE PROJECT OWNER, LLC**

THIS AMENDMENT ONE TO DEMOLITION AGREEMENT (“Amendment”) is made and entered into this ___ day of _____, 2022 (the “Effective Date”), by and between the CITY OF JACKSONVILLE (the “City”), a municipal corporation existing under the Constitution and the laws of the State of Florida, and FUQUA BCDC ONE RIVERSIDE PROJECT OWNER, LLC, a Delaware limited liability company (the “Developer”). Any capitalized terms herein not otherwise defined shall have the respective meanings as set forth in the RDA, defined below.

RECITALS:

WHEREAS, City and Developer (as Assignee of Fuqua Acquisitions II, LLC) have previously entered into that certain Redevelopment Agreement dated December 20, 2021 (the “RDA”) and that certain Demolition Agreement dated February 15, 2022 (“Demolition Agreement”), each as authorized by City Ordinance 2021-796-E. The Demolition Agreement provides that the Developer shall undertake the Demolition Project (as defined in the RDA) on the City Parcel (as defined in the RDA) on behalf of the City and at the City’s expense, as further set forth in the Demolition Agreement; and

WHEREAS, the Developer is diligently proceeding with the Demolition Project but has experienced certain delays with the project, so the Developer has requested and the City and DIA agree to provide a thirty (30) day extension to the Completion Date (as defined in the Demolition Agreement”), so that the Developer will remain eligible for Disbursement One and Disbursement Two (each as defined in the Demolition Agreement); Pursuant to the RDA, the City has purchased the City Parcel from Developer, and by execution hereof Developer has agreed to perform the Demolition Project on the Demolition Project Site pursuant to the terms and conditions set forth in this Agreement and the RDA.

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

1. Performance Schedule. Section 3.9 of the Demolition Agreement is hereby amended to extend the Completion Date for the Demolition Project by thirty (30) days, from September 30, 2022, to October 30, 2022, with all other terms and conditions of the Demolition Agreement remaining unchanged.

2. Counterparts. This Agreement may be executed in counterparts, which when later combined shall constitute one and the same document as if originally executed together. Scanned

signatures shall suffice as original signatures, and the parties may exchange executed counterparts by email, which shall be binding for all purposes.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment, to be effective on the Effective Date.

ATTEST:

CITY OF JACKSONVILLE

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

By: _____
Lenny Curry, Mayor

Form Approved:

Office of General Counsel

IN COMPLIANCE WITH the Ordinance Code of the City of Jacksonville, I do hereby certify that there is or will be an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement in accordance with the terms and conditions thereof and that provision has been made for the payment of monies provided therein to be paid.

Director of Finance

Signed, sealed and delivered
in the presence of:

(Printed Name)_____

(Printed Name)_____

**FUQUA BCDC ONE RIVERSIDE
PROJECT OWNER, LLC**

By: _____

Name: Jeffrey S. Fuqua

Its: President