AMARO FLOOR AMENDMENT

Council Member Amaro offers the following Floor Amendment to File No. 2025-189:

(1) On **page 1, line 12 and page 2, lines 23 and 30,** after "Historical" **insert** "Oakland";

(2) On **page 2, line 27,** after **"Historical" insert "Oakland";**

(3) On **page 1, line 1,** amend the introductory sentence to add that the bill was amended as reflected herein.

Form Approved:

_____

Office of General Counsel

Legislation Prepared By: Mary E. Staffopoulos

GC-#1704348-v1-2025-189_Floor_Amd_(Amaro).docx

GAY FLOOR AMENDMENT

Council Member Gay offers the following Floor Amendment to File No. 2025-475:

(1) On **page 1, line 18,** after "TO" **insert** "ENGAGE JASON GABRIEL OF THE LAW FIRM OF BURR & FORMAN AT A REASONABLE RATE TO";

(2) On **page 1, line 20,** after "ANALYSIS" **insert** "FOR REVIEW AND APPROVAL BY THE COUNCIL PRESIDENT PRIOR TO SUBMITTAL TO THE COMMISSION";

(3) On **page 1, line 21,** after "AND" **insert** "APPROVED";

(4) On **page 2, line 8,** after **"to" insert "Engage Attorney Jason Gabriel to";**

(5) On **page 2, line 10,** after "directed to" **insert** "engage Jason Gabriel of the law firm of Burr & Forman at a reasonable rate to";

(6) On **page 2, line 11, strike** "prior to the Council taking final action on this legislation" and **insert** "after its adoption";

(7) On **page 2, line 14,** after "above." **insert** "The legal memorandum shall be reviewed by the Council President prior to it being submitted to the Commission to ensure it is consistent with the Council's intent as stated herein.";

(8) On **page 1, line 1,** amend the introductory sentence to add that the bill was amended as reflected herein.

Form Approved:

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Office of General Counsel

Legislation Prepared By: Mary E. Staffopoulos

GC-#1704240-v1-2025-475_Floor_Amd_(Gay).docx

CARRICO FLOOR AMENDMENT

Council Member Carrico offers the following Floor Amendment to File No. 2025-535:

(1) On **page 2, line 31,** **strike** **"On File"** and **insert** **"Revised On File";**

(2) Remove **On File** and replace with **Revised On File**, attached hereto, which attaches the revised Estoppel Certificate and Recognition Agreement to include language pertaining to the City's enforcement of certain provisions when a new lease agreement is in effect;

(3) On **page 1, line 1,** amend the introductory sentence to add that the bill was amended as reflected herein.

Form Approved:

_____

Office of General Counsel

Legislation Prepared By: Mary E. Staffopoulos

GC-#1703957-v1-2025-535_Floor_Amd_(Carrico).docx

25-535

ESTOPPEL CERTIFICATE AND RECOGNITION AGREEMENT

DATE: [_____], 2025

TO: Truist Bank, as Collateral Agent
303 Peachtree Street, N.E., 33rd Floor
Atlanta, GA 30308
Attention: [_____]
E-mail: [_____]@truist.com

RE: Amended and Restated Stadium Lease Agreement, by and between the City of Jacksonville, Florida (the "City"), as landlord, and Jax Stadium, LLC, a Delaware limited liability company ("StadCo"), as tenant, dated as of February 21, 2025 (the "Lease") relating to certain premises located in the City of Jacksonville, Florida as more particularly described therein (such premises, as further defined within the Lease, the "Premises");

Agreement of Lease, by and between the City, as landlord and Touchdown Jacksonville, Ltd., a Florida limited partnership ("Touchdown"), as tenant, dated as of September 7, 1993 (as heretofore amended, modified, supplemented or restated, the "Existing Lease");

Stadium Development Agreement, by and among the City, StadCo, and Jacksonville Jaguars, LLC, a Delaware limited liability company ("TeamCo"), dated as of February 21, 2025 (the "Development Agreement") relating to a certain development project as more particularly described therein (the "Development Project");

Stadium Parking Agreement, by and among the City, StadCo and TeamCo, dated as of February 21, 2025 (the "Parking Agreement") relating to parking and other associated rights in parcels located in proximity to the Premises, as more particularly described therein; and

Shared Access Agreement, by and between StadCo and Bold Events, LLC, dated as of February 21, 2025 (the "Shared Access Agreement") relating to shared use of the Shared Plaza Area located adjacent to the Premises, which Shared Plaza Area the City currently leases to Bold Events, LLC pursuant to that certain Amended and Restated Lease (Amphitheater) dated February 21, 2025 (the "Amphitheater Lease"), as such shared use is more particularly described in the Shared Access Agreement.

Ladies and Gentlemen:

Reference is made to that certain Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") dated as of July 11, 2025, by and among StadCo, Truist Bank, not in its individual capacity but solely in its capacity as administrative agent and collateral agent (in such capacities, the "Administrative Agent" and "Collateral Agent", respectively), and the lenders from time to time party thereto (the "Lenders"), pursuant to which, among other things, the Lenders have agreed to extend loans to StadCo upon the terms and conditions specified in the Credit Agreement.

StadCo's obligations under the Credit Agreement are secured, in part, by a Leasehold Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated as of July 11, 2025 and recorded as [To be inserted at time of execution], with the Official Records of Duval County, Florida, encumbering the interests of StadCo in the Lease and/or to the Premises (as amended, restated, supplemented or otherwise modified from time to time, the "Stadium Leasehold Mortgage"). Capitalized terms used herein, but not defined herein, shall have the meanings for such terms as are set forth in the Lease.

The City, understands that the Collateral Agent has been appointed to be, and has agreed to serve in the capacity of, Collateral Agent, for the benefit of Lenders and the other secured parties (collectively, the "Secured Parties") who are party to (or entitled to the benefits and subject to the terms of) the Credit Agreement, and shall rely on the information contained herein in connection with, as applicable, the Credit Agreement and the transactions and agreements contemplated thereby.

In consideration of their mutual promises contained in this Estoppel Certificate and Recognition Agreement (this "Certificate and Agreement"), and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the City, StadCo, and Collateral Agent, each intending to be legally bound, do hereby agree as follows:

A. **LEASE**

1. Attached hereto as **EXHIBIT A** and incorporated herein by reference is a true, correct and complete copy of the Lease, including any and all amendments and modifications thereto, as in effect as of the date of this Certificate and Agreement. Attached hereto as **EXHIBIT B** and incorporated herein by reference is a true, correct and complete copy of the Existing Lease, including any and all amendments and modifications thereto, as in effect as of the date of this Certificate and Agreement. The Existing Lease has been assigned by TeamCo, as successor in interest to Touchdown, to StadCo pursuant to that certain Assignment and Assumption of Lease dated as of February 21, 2025 between the City, TeamCo, and StadCo. The Lease is in full force and effect and has not been modified (other than as modified by this Certificate and Agreement) or terminated. Subject to the terms more fully set forth in the Lease, particularly Section 1.2(a) therein, the Lease, shall amend, restate and replace in its entirety the Existing Lease. To the City's knowledge without investigation, StadCo is in current possession of the Premises, except to the extent that possession has been subleased or otherwise conveyed by StadCo to others in accordance with the terms of the Lease. The City is the current holder of all of the lessor's right, title and interest under the Existing Lease and the Lease, and the City has not assigned, hypothecated, mortgaged, pledged or otherwise transferred or encumbered all or any portion of its interest under

the Lease or its interest in the Premises, except for the Permitted Encumbrances set forth in **EXHIBIT E** of this Certificate and Agreement and any Use Agreement, entered into pursuant to the Lease, set forth in **EXHIBIT F** of this Certificate and Agreement.

2. To the respective knowledge of the City and StadCo, in each case without investigation, (a) there exists no default by StadCo under the Existing Lease or the Lease, (b) no notices of default been sent by the City to StadCo relating to any default under the Existing Lease or the Lease which, as of the date hereof, remains uncured or has not been waived, and (c) there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under the Existing Lease or the Lease by StadCo.

3. To the respective knowledge of the City and StadCo, in each case without investigation, (a) there exists no default by the City under the Existing Lease or the Lease, (b) no notices of default been received by the City from StadCo relating to any default under the Existing Lease or the Lease which, as of the date hereof, remains uncured or has not been waived, and (c) there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under the Existing Lease or the Lease by the City.

4. The Commencement Date under the Lease has not yet occurred. To the City's knowledge without investigation, StadCo has paid in full all amounts due under the Existing Lease and the Lease through the date hereof.

5. The City acknowledges that StadCo intends to grant the Stadium Leasehold Mortgage in favor of the Collateral Agent, and the City hereby agrees (a) during such time as StadCo's interests under the Lease are subject to the Stadium Leasehold Mortgage, to recognize the Collateral Agent (or its permitted successors or assigns) as a Leasehold Mortgagee for all purposes under the Lease, including, without limitation those rights and protections granted to a Leasehold Mortgagee pursuant to Section 23.2 of the Lease, and (b) in the event the Collateral Agent (or its permitted successors or assigns), acquires StadCo's interest in the Premises at foreclosure or other transfer in lieu of foreclosure, or otherwise pursuant to the Stadium Leasehold Mortgage, and in doing so obtains any required NFL approval, and provided the same party acquires and assumes StadCo's interests under the Lease, Development Agreement and the Parking Agreement, to recognize any such party as StadCo under the Lease in accordance with the terms thereof, including, without limitation, Section 23.2 of the Lease.

6. Lease Amendments. During such time as StadCo's interests under the Lease are subject to the Stadium Leasehold Mortgage, (a) the provisions of Section 23.2 of the Lease may not be amended or modified without the prior written consent of the Collateral Agent, which consent shall not be unreasonably withheld, conditioned or delayed, (b) the other provisions of the Lease may not be amended in a manner that materially, directly and adversely affects the Collateral Agent and the other Secured Parties without the prior written consent of the Collateral Agent, which consent shall not be unreasonably withheld, conditioned or delayed, and (c) any such amendment or modification in violation of this Section 6 shall be void and shall not bind the Collateral Agent or any New Tenant or Post-Foreclosure Tenant.

7. Enforcement of Stadium Leasehold Mortgage. Subject to Section 9 below, Article 23 of the Lease, and any required approval from the NFL and compliance with any applicable NFL restrictions and requirements, the City agrees that Collateral Agent may (i) enforce its rights under the Stadium Leasehold Mortgage, including without limitation the right to acquire title to StadCo's interest in the leasehold, license, and other estates or interests, as applicable, created by the Lease in the Premises in any lawful way, (ii) then, pending foreclosure of the Stadium Leasehold Mortgage, take possession of StadCo's interest in the Premises, and (iii) upon foreclosure of the Stadium Leasehold Mortgage, sell and assign StadCo's interest in the leasehold, license and other estates or interests created by the Lease; provided, however, the following conditions must also be satisfied for any such sale or assignment of StadCo's interest:

(a) the Stadium Leasehold Mortgage, at all times prior to its termination, shall be subject to the Lease and shall encumber only StadCo's interest in the Lease and its leasehold interest in the Premises;

(b) any Leasehold Mortgagee taking possession of StadCo's interest in the Premises or any Person acquiring StadCo's interest in the leasehold, license, and other estates or interests sold or assigned by such Leasehold Mortgagee shall attorn to the City and shall be liable to perform or cause performance of all of the obligations imposed on StadCo by the Lease, except that with respect to obligations arising in periods before such Leasehold Mortgagee or Person has ownership of such leasehold, license, and other estates or interests created by the Lease or possession of the Premises, such Leasehold Mortgagee shall only be obligated to cure the matters set forth in Section 10 below; and

(c) failure of a Leasehold Mortgagee to satisfy any of the above conditions shall preclude such Leasehold Mortgagee from taking possession of or operating StadCo's interest in the Premises and shall render such Leasehold Mortgage unenforceable for such purpose only, but shall not affect the validity, enforceability or priority of such Leasehold Mortgage in any other respect, including with respect to any other security interest in connection with StadCo's interest in the leasehold, license and other estates or interests created by the Lease.

8. Foreclosure. Notwithstanding anything to the contrary in the Lease, as supplemented by the provisions of this Certificate and Agreement, (i) a default by StadCo under the Stadium Leasehold Mortgage shall not constitute a default or breach of the Lease unless and to the extent the acts or omissions of StadCo giving rise to such Stadium Leasehold Mortgage default independently constitute a default or breach under the Lease by StadCo; and (ii) subject to Section 9 below, Article 23 of the Lease, and any required approval from the NFL and compliance with any applicable NFL restrictions and requirements, Collateral Agent may initiate, prosecute, and complete any foreclosure, and no foreclosure under the Stadium Leasehold Mortgage, and no exercise by Collateral Agent of any other rights or remedies under the Stadium Leasehold Mortgage shall constitute a breach or default by StadCo under the Lease. If Collateral Agent erroneously purports to exercise any rights or remedies against the City's fee estate or any other interest of the City under the Lease, the same shall not constitute a default under or breach of the Lease, but Collateral Agent, by accepting its Leasehold Mortgage, shall immediately withdraw

and rescind any such erroneous exercise of remedies against the City's fee estate or any other interest of the City under the Lease promptly upon written request by the City.

9. Further Transfer of Leasehold Interest Following Foreclosure or New Lease. If Collateral Agent acquires StadCo's leasehold, license, and other estates or interests, as applicable, by foreclosure, or if Collateral Agent succeeds to the interests and obligations of StadCo under a new lease agreement as provided in Section 11 of this Certificate and Agreement, then, in accordance with Section 23.2(a) of the Lease, Collateral Agent may thereafter assign or transfer the Lease or such new lease agreement to an assignee pursuant to a Permitted Assignment, or during the pendency or foreclosure or other enforcement of such lien, the NFL.

10. Limitation of Liability; Effect of Cure.

(a) Notwithstanding anything to the contrary in the Lease, (i) Collateral Agent shall have no liability for any breach of the Lease by StadCo except that if Collateral Agent takes possession or ownership of the leasehold interest in the Premises, Collateral Agent shall (A) cure any past-due monetary obligations and (B) cure any non-monetary obligations which are not personal to StadCo and are reasonably susceptible to cure with the exercise of commercially reasonably efforts to cure; and (ii) neither Collateral Agent, or its representative, or any Person claiming through or under Collateral Agent, including Collateral Agent's designee, or any tenant under a new lease agreement (a "New Tenant") pursuant to Section 11 below and to the extent not prohibited under Section 23.2(a) of the Lease, or any tenant taking possession, to the extent not prohibited under Section 23.2(a) of the Lease, of StadCo's leasehold, license, and other estates or interests, as applicable, by foreclosure ("Post-Foreclosure Tenant"), or any Person acting for or on behalf of any of the foregoing shall have any personal liability under the Lease (or a new lease agreement), even if such Person exercises any cure rights of a Leasehold Mortgagee, except (A) during any period when such Person is StadCo under the Lease (or New Tenant under a new lease agreement); or (B) to the extent that such Person assumes in writing any of StadCo's obligations under the Lease or agrees in writing to cure any breach or default by StadCo (and any such liability shall be limited in accordance with the terms of such written assumption). Notwithstanding anything to the contrary in the Lease or in any document or instrument that such Person executed and delivered (for example, even if any such Person has "assumed" the Lease), any such Person's liability, past, present, and future, including any then-accrued liability, shall in no event: (1) extend beyond the period of its ownership of an interest in the Lease or a new lease agreement; (2) continue after such Person has assigned the Lease or the new lease agreement; or (3) extend to any pre-foreclosure non-monetary defaults not reasonably susceptible to cure after the exercise of commercially reasonably efforts to cure by a Leasehold Mortgagee or Post-Foreclosure Tenant. Furthermore, in no event shall the liability of Collateral Agent or its representative, New Tenant, Post-Foreclosure Tenant or any Person acting for or on behalf of any of them extend beyond such Person's then-interest, if any, in the Lease, and not to any other assets of Collateral Agent or its representative, New Tenant, Post-Foreclosure Tenant or any Person acting for or on behalf of any of them.

(b) Collateral Agent need not continue to exercise its option to cure a default under or breach of the Lease by StadCo if and when the default or breach by StadCo that Collateral Agent was attempting to cure shall have been cured in accordance with the terms and conditions of the Lease. Upon such cure and the cure of any other breach or default by StadCo in accordance with the Lease, the Lease shall continue in full force and effect as if no breach or default of StadCo had occurred. Even if Collateral Agent has commenced cure of any such breach or default by StadCo, Collateral Agent may abandon or discontinue its cure at any time, without liability to the City or otherwise. No exercise by Collateral Agent of its Leasehold Mortgagee cure rights under the Lease shall be deemed an assumption of the Lease in whole or in part, except as expressly set forth herein.

(c) So long as Collateral Agent shall have timely commenced and be diligently prosecuting to completion its Leasehold Mortgagee cure rights under the Lease, the City shall not, to the extent permitted under the Lease, (i) reenter the Premises to exercise the City's Self Help Right, (ii) dispossess StadCo or other occupants of the Premises, or (iii) terminate the Lease, provided that nothing in this Section 10(c) shall be construed to either (A) extend the Term beyond the expiration date that would have applied if no default had occurred or (B) require any Leasehold Mortgagee to cure any personal default by StadCo as a condition to preserving the Lease or to obtaining a new lease agreement. Notwithstanding the foregoing, the City shall have the right at any time to reenter the Premises, or bring a proceeding to so reenter the Premises, to cure the applicable StadCo event of default if the Collateral Agent has not obtained possession of the Premises through a foreclosure event at such time; *provided, however*, that (x) the City gives prior written notice thereof to the Collateral Agent and (y) no such cure by the City shall be deemed to diminish any of the Leasehold Mortgagee cure rights. Additionally, the foregoing limitation on City's rights to reenter the Premises shall not apply with respect to the City's exercise of its governmental powers.

(d) If, pursuant to this Certificate and Agreement and subject to Section 9 below, Article 23 of the Lease, and any required approval from the NFL and compliance with any applicable NFL restrictions and requirements, any Post-Foreclosure Tenant acquires the Lease and the related leasehold interests in the Premises through a foreclosure, or if any New Tenant obtains a new lease agreement, then: (i) the City shall recognize such Post-Foreclosure Tenant as StadCo under the Lease, or the New Tenant as StadCo under a new lease agreement, as applicable; (ii) any non-monetary defaults not susceptible to cure after the exercise of commercially reasonably efforts to a cure by a Post-Foreclosure Tenant or New Tenant shall no longer be defaults or breaches of the Lease; and (iii) such New Tenant or Post-Foreclosure Tenant shall enjoy all of the rights and protections granted to StadCo under the Lease, subject to all terms and conditions of this Lease except as expressly modified herein, with the same force and effect as if such Post-Foreclosure Tenant or New Tenant were StadCo itself.

11. New Lease Agreement. If the Lease terminates before the date set forth in clause (i) of the Lease's defined term "Term Expiration Date" for any reason (including, but not limited to, the occurrence of a default or breach by StadCo, the rejection of the Lease in any bankruptcy, composition, insolvency, reorganization or similar proceeding, whether voluntary or involuntary,

under Title 11, United States Code or any other or successor federal or state bankruptcy, insolvency, reorganization, moratorium or similar law for the release of debtors, including any assignment for the benefit of creditors and any adversary proceeding, proceedings for the appointment of a receiver or trustee or similar proceeding, or the failure by Collateral Agent or to timely exercise its cure rights), excepting only a termination in accordance with the terms of the Lease because of a Casualty or a Condemnation Action affecting the Premises, then (in addition to any other or previous Notice that the Lease requires the City to give to a Leasehold Mortgagee) the City shall, within ten (10) Business Days following the occurrence of such termination, give Notice to the Collateral Agent of such termination. Within the sixty (60) day period following Collateral Agent's receipt of notice of termination or election to terminate or acquire possession, Collateral Agent shall have the right to elect to enter into, or have its nominee enter into, a new lease agreement for the Premises for a term equal to the unexpired portion of the Term and on the same terms and conditions as the Lease; provided however, any such new tenant shall be subject to Section 9 above, Article 23 of the Lease, and any required approval from the NFL and compliance with any applicable NFL restrictions and requirements. In the event that Collateral Agent elects to enter into a new lease agreement, the new lease agreement shall run in favor of Collateral Agent or its nominee, as applicable, have a term equal to the unexpired portion of the Term and shall be on the same terms and conditions as the Lease; provided, however, that Collateral Agent, or its nominee, as applicable, shall cure (a) any past due monetary obligations of StadCo under the Lease and (b) any non-monetary defaults that are not personal to StadCo and are susceptible of cure after the exercise of commercially reasonable efforts to cure. The City Council and the City shall promptly, but in no event later than ninety (90) days after Collateral Agent's request for the lease agreement, tender the new lease agreement to Collateral Agent, or its nominee, as applicable, and shall deliver possession of the Premises to such Collateral Agent or its designee immediately upon execution of the new lease agreement. At any time during which such a new lease agreement is in effect, the City agrees that it will not enforce TeamCo's obligation to attorn to the City pursuant to Section 4(a) of that certain Recognition, Non-Disturbance and Attornment Agreement dated July 11, 2025 by and among the City, StadCo and TeamCo. Subject to Applicable Law, any new lease agreement shall have the same priority as the Lease with respect to liens and encumbrances on the Premises. All rights of Collateral Agent, and all obligations of the City, under this Section 11 shall survive termination of the Lease for a period of nine (9) months.

12. Further Assurances. Upon request by StadCo or the Collateral Agent, the City shall, at StadCo's reasonable cost and expense, within fifteen (15) Business Days after request, deliver to the requesting party such documents and agreements as the requesting party shall reasonably request to confirm any matter relevant to the Lease, an estoppel certificate related to the facts pertaining to the Lease, Development Agreement and/or Parking Agreement, as applicable, including with respect to any default or breach by StadCo presently claimed by the City.

B. **DEVELOPMENT AGREEMENT**

1. Attached hereto as **EXHIBIT C** and incorporated herein by reference is a true, correct and complete copy of the Development Agreement, including any and all amendments and modifications thereto, as in effect as of the date of this Certificate and Agreement. Notwithstanding the foregoing, the Exhibit B attached to the Development Agreement is not the final exhibit and

has not been agreed to by the parties to the Development Agreement. The Development Agreement is unmodified (other than as modified by this Certificate and Agreement) and is in full force and effect and has not been terminated. The City has not assigned, hypothecated, mortgaged, pledged or otherwise transferred or encumbered all or any portion of its interest in the Development Agreement.

2. To the respective knowledge of the City and StadCo, in each case without investigation, (a) there exists no default by StadCo under the Development Agreement, (b) no notices of default been sent by the City to StadCo relating to any default under the Development Agreement which, as of the date hereof, remains uncured or has not been waived, and (c) there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under the Development Agreement by StadCo.

3. To the respective knowledge of the City and StadCo, in each case without investigation, (a) there exists no default by the City under the Development Agreement, (b) no notices of default been received by the City from StadCo relating to any default under the Development Agreement which, as of the date hereof, remains uncured or has not been waived, and (c) there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under the Development Agreement by the City.

4. The City acknowledges that StadCo intends to grant the Collateral Agent a lien on and security interest in StadCo's interests under the Development Agreement, and the City agrees (a) during such time as StadCo's interests under the Lease are subject to the Stadium Leasehold Mortgage, (i) to recognize the Collateral Agent and its successors and assigns as a Leasehold Mortgagee for all purposes under the Development Agreement, and all of the provisions set forth in the Lease relating to Collateral Agent as a Leasehold Mortgagee, as supplemented by this Certificate and Agreement, also shall apply to Collateral Agent as the mortgagee of or holder of such encumbrance, security interest or lien in the Development Agreement, and Collateral Agent shall be entitled to all of the rights, privileges, and protections set forth in the Lease, as supplemented by this Certificate and Agreement, as if such provisions were included in the Development Agreement and (ii) to give to the Collateral Agent in accordance with Section D.1 below a concurrent copy of any notice given by the City pursuant to the Development Agreement, and (b) in the event the Collateral Agent, or its designee, or any other party, acquires StadCo's interests under the Development Agreement at foreclosure or other transfer in lieu of foreclosure, or otherwise pursuant to the Stadium Leasehold Mortgage, and in doing so obtains any required NFL approval, and provided the same party also acquires and assumes StadCo's interests under the Lease and the Parking Agreement, to recognize any such party as a permitted transferee of StadCo under the Development Agreement in accordance with the terms thereof.

C. **PARKING AGREEMENT**

1. Attached hereto as **EXHIBIT D** and incorporated herein by reference is a true, correct and complete copy of the Parking Agreement, including any and all amendments and modifications thereto, as in effect as of the date of this Certificate and Agreement. The Parking Agreement is unmodified (other than as modified by this Certificate and Agreement) and is in full force and effect and has not been terminated. The City has not assigned, hypothecated, mortgaged, pledged or otherwise transferred or encumbered all or any portion of its interest under the Parking Agreement.

2. To the respective knowledge of the City and StadCo, in each case without investigation, (a) there exists no default by StadCo under the Parking Agreement, (b) no notices of default been sent by the City to StadCo relating to any default under the Parking Agreement which, as of the date hereof, remains uncured or has not been waived, and (c) there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under the Parking Agreement by StadCo.

3. To the respective knowledge of the City and StadCo, in each case without investigation, (a) there exists no default by the City under the Parking Agreement, (b) no notices of default been received by the City from StadCo relating to any default under the Parking Agreement which, as of the date hereof, remains uncured or has not been waived, and (c) there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under the Parking Agreement by the City.

4. The City acknowledges that StadCo intends to grant the Collateral Agent a lien on and security interest in StadCo's interests under the Parking Agreement and to record an agreement pursuant to which StadCo assigns to Collateral Agent StadCo's interests thereunder and consents to each of the foregoing, and the City agrees (a) during such time as StadCo's interests under the Lease are subject to the Stadium Leasehold Mortgage, (i) to recognize the Collateral Agent, or its designee, and their respective successors and assigns, as a Leasehold Mortgagee for all purposes under the Parking Agreement and all of the provisions set forth in the Lease relating to Collateral Agent as a Leasehold Mortgagee, as supplemented by this Certificate and Agreement, also shall apply to Collateral Agent as the mortgagee of or holder of such encumbrance, security interest or lien in the Parking Agreement, and Collateral Agent shall be entitled to all of the rights, privileges, and protections set forth in the Lease, as supplemented by this Certificate and Agreement, as if such provisions were included in the Parking Agreement and (ii) to give to the Collateral Agent in accordance with Section D.1 below a concurrent copy of any notice given by the City pursuant to the Parking Agreement, and (b) in the event the Collateral Agent, or its designee, or any other party, acquires StadCo's interests under the Parking Agreement at foreclosure or other transfer in lieu of foreclosure, or otherwise pursuant to the Stadium Leasehold Mortgage, and in doing so obtains any required NFL approval, and provided the same party also acquires and assumes StadCo's interests under the Lease and the Development Agreement, to recognize any such party as a permitted transferee of StadCo under the Parking Agreement in accordance with the terms thereof.

D. **SHARED ACCESS AGREEMENT**

The City acknowledges that StadCo and Bold Events, LLC intend to enter into the Shared Access Agreement as provided in the Amphitheater Lease, which Shared Access Agreement shall be effective as of February 21, 2025 and that StadCo intends to grant the Collateral Agent a lien on and security interest in StadCo's interests under the Shared Access Agreement, and the City agrees (a) during such time as StadCo's interests under the Lease are subject to the Stadium Leasehold Mortgage, (i) to recognize the Collateral Agent, or its designee, and their respective successors and assigns, as a Leasehold Mortgagee for all purposes under the Shared Access Agreement and all of the provisions set forth in the Lease relating to Collateral Agent as a Leasehold Mortgagee, as supplemented by this Certificate and Agreement, also shall apply to Collateral Agent as the mortgagee of or holder of such encumbrance, security interest or lien in the Shared Access Agreement, and Collateral Agent shall be entitled to all of the rights, privileges, and protections set forth in the Lease, as supplemented by this Certificate and Agreement, as if such provisions were included in the Shared Access Agreement and (ii) to give to the Collateral Agent in accordance with Section E.1 below a concurrent copy of any notice given by the City pursuant to the Shared Access Agreement, and (b) in the event the Collateral Agent, or its designee, or any other party, acquires StadCo's interests under the Shared Access Agreement at foreclosure or other transfer in lieu of foreclosure, or otherwise pursuant to the Stadium Leasehold Mortgage, and in doing so obtains any required NFL approval, and provided the same party also acquires and assumes StadCo's interests under the Lease and the Development Agreement and the Parking Agreement, to recognize any such party as a permitted transferee of StadCo under the Shared Access Agreement in accordance with the terms thereof, and shall be bound by all terms and conditions of the Shared Access Agreement applicable to such a permitted transferee.

E. **MISCELLANEOUS**

1. The City agrees that all notices or other communications required to be given to a Leasehold Mortgagee under the Lease, the Development Agreement and the Parking Agreement shall be sent to the Collateral Agent in writing at the address as set forth above, or such other addresses of which the Collateral Agent (or its successors and assigns) may hereafter notify the City, together with copies to:

Truist Bank
303 Peachtree Street, N.E., 33rd Floor
Atlanta, GA 30308
Attention: Hamilton Bailey
E-mail: Hamilton.Bailey@truist.com

- and -

Choate Hall & Stewart LLP
Two International Place
Boston, Massachusetts 02110
Attn. Sean M. Monahan, Esq.
E-mail: smonahan@choate.com

2. This Certificate and Agreement shall be binding upon the City and its successors and permitted assigns and shall inure to the benefit of the Collateral Agent and the Secured Parties and their respective successors and assigns. This Certificate and Agreement may be executed in any number of counterparts and each of the counterparts will be considered an original and all counterparts will constitute but one and the same instrument. This Certificate and Agreement may not be changed or modified orally or in any manner other than by a written agreement signed by all of the parties hereto. No party hereto will be deemed to have waived any of the terms or conditions hereof, or to have waived any default or failure of compliance hereunder, unless such party has made such waiver in writing; and no such written waiver will be deemed to be a waiver of any other term or provision or any future condition of this Certificate and Agreement. This Certificate and Agreement shall be governed by the laws of the State of Florida.

3. The Collateral Agent hereby agrees that it shall deliver to the City, promptly after the Collateral Agent's delivery thereof to StadCo, a copy of any notice of an event of default delivered to StadCo notifying StadCo of its failure to satisfy its payment obligations under the Credit Agreement or Stadium Leasehold Mortgage or of an uncured breach of a financial covenant under the Credit Agreement or Stadium Leasehold Mortgage.

4. The Collateral Agent acknowledges and agrees that no amendment, restatement, modification, or supplement to the Credit Agreement or the Stadium Leasehold Mortgage shall alter, modify, or otherwise amend the terms of the Lease unless such alteration, modification, or amendment is made in accordance with Section 24.10 of the Lease.

5. This Certificate and Agreement shall terminate upon the date that (x) all commitments to lend under the Credit Agreement have terminated or otherwise expired and (y) any and all Obligations (as defined in the Credit Agreement) created, evidenced, or secured by StadCo's financing documents (other than (A) contingent indemnification obligations for which no claim has been asserted and (B) obligations and liabilities under Bank Product Agreements and Secured Hedge Agreements (as each is defined in the Credit Agreement) as to which arrangements satisfactory to the applicable Bank Product Provider or the applicable Hedge Bank (as each is defined in the Credit Agreement) shall have been made) have been indefeasibly paid in full in cash.

6. Following StadCo's satisfaction of its Obligations (as defined in the Credit Agreement and other than (A) contingent indemnification obligations for which no claim has been asserted and (B) obligations and liabilities under Bank Product Agreements and Secured Hedge Agreements (as each is defined in the Credit Agreement) as to which arrangements satisfactory to the applicable Bank Product Provider or the applicable Hedge Bank (as each is defined in the Credit Agreement) shall have been made) and the termination of the Credit Agreement, and upon the written request of the City, the Collateral Agent hereby agrees that it shall release the liens, security interests, estates and rights granted in favor of the Collateral Agent under the Stadium Leasehold Mortgage (or under any other financing documents, but solely to the extent liens or security interests exist under such other financing documents that relate to StadCo's interests under the Lease), and the Collateral Agent shall deliver to the City such release of lien, in form and substance reasonably satisfactory to the City. For the avoidance of doubt and notwithstanding anything herein or in the Credit Agreement, Bank Product Agreements and Secured Hedge Agreements, or other financing

documents to the contrary, in no event shall the City be liable for StadCo's obligations under such agreements or financing documents.

7. The Collateral Agent has been appointed to act as Collateral Agent hereunder by the Lenders and, by their acceptance of the benefits hereof, the other Secured Parties. The Collateral Agent shall be obligated, and shall have the right hereunder, to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking any action (including, without limitation, the release or substitution of Collateral), solely in accordance with this Certificate and Agreement and the Credit Agreement. In furtherance of the foregoing provisions of this Section, each Secured Party, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Collateral (as defined in the Credit Agreement, but for the avoidance of doubt, in no event shall Collateral include City's underlying fee estate in the Renovated Stadium, Stadium Site or other City-owned property) hereunder, it being understood and agreed by such Secured Party that all rights and remedies hereunder may be exercised solely by the Collateral Agent for the benefit of Secured Parties in accordance with the terms of this Section. The provisions of the Credit Agreement relating to the Collateral Agent including, without limitation, the provisions relating to resignation or removal of the Collateral Agent and the powers and duties and indemnities in favor of the Collateral Agent are incorporated herein by this reference and shall survive any termination of the Credit Agreement.

8. None of the faith, credit or taxing power of the City, shall be pledged to secure the payment of the Credit Agreement, and the City shall be not liable for the repayment of any obligations under the Credit Agreement or any other documents executed therewith. Neither StadCo nor the Collateral Agent nor any other party to the Credit Agreement shall have any right to demand payment thereof from the City.

9. Except as specifically set forth herein in Section 10(c) above, nothing in this Certificate and Agreement shall be construed to waive, restrict or in any way limit the City's (or any successor or permitted assignee) ability to pursue any remedies available to the City under the Existing Lease or the Lease.

10. Nothing in this Certificate and Agreement shall be construed to waive, restrict or in any way limit the obligations of the Guarantor (or any successor or permitted assignee) under the Guaranty.

11. StadCo (or any successor or permitted assignee) shall notify the City of any change in the Collateral Agent, by providing such notice in accordance with the terms of the Existing Lease or the Lease.

[Signatures on following pages]

The City hereby executes this Certificate and Agreement, which shall take effect as a sealed instrument as of the date first stated above, intending reliance hereon by the Collateral Agent and the Secured Parties.

Attest:

THE CITY OF JACKSONVILLE

_____
James R. McCain, Jr.
Corporation Secretary

By: _____
Name: Donna Deegan
Title: Mayor

Form Approved:

_____
Office of General Counsel

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2025, before me personally appeared Donna Deegan, as Mayor, and James R. McCain, Jr, as Corporation Secretary, of the City of Jacksonville, that executed the within and foregoing instrument, and acknowledged said instrument by means of [__] physical presence or [__] online notarization, to be the free and voluntary act and deed of said _____, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument and that the seal affixed is the seal of said _____.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of Florida, residing at ___
My appointment expires ____
Print Name _____

CONSENT OF STADCO:

StadCo hereby consents to this Certificate and Agreement:

JAX STADIUM, LLC

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF FLORIDA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2025, before me personally appeared _____, to me known to be the _____ of the limited liability company that executed the within and foregoing instrument, by means of [__] physical presence or [__] online notarization, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument and that the seal affixed is the limited liability company seal of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

_____
NOTARY PUBLIC in and for the State of Florida, residing at __
My appointment expires ____
Print Name _____

ACCEPTED AND AGREED TO AS OF THIS ___ DAY OF [_____], 2025:

TRUIST BANK, as Collateral Agent

By: _____
Name:
Title:

STATE OF)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2025, before me personally appeared _____, to me known to be the _____ of Truist Bank, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said national banking association, for the uses and purposes therein mentioned, and on oath stated that he or she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

_____
NOTARY PUBLIC in and for the State of
_____, residing at _____

My appointment expires _____
Print Name _____

Exhibit A

Lease

[To be inserted prior to execution]

Exhibit B

Existing Lease

[To be inserted prior to execution]

Exhibit C

Development Agreement

[To be inserted prior to execution]

Exhibit D

Parking Agreement

[To be inserted prior to execution]

Exhibit E

Permitted Encumbrances

[To be inserted prior to execution]

Exhibit F

Use Agreements

[To be inserted prior to execution]