

**FIRST AMENDMENT TO OPTION AGREEMENT AND
PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT TO OPTION AGREEMENT AND PURCHASE AND SALE AGREEMENT (this “Amendment”) is dated as of _____, 2024 (the “Effective Date”), by and between **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision of the State of Florida (“Seller” or “City”), and **RP SPORTS INVESTMENTS, INC.**, a Florida corporation (“Purchaser” or “RPS”).

RECITALS:

A. Seller and Purchaser entered into that certain Option Agreement dated February 25, 2020, City contract number 200370 (the “Option Agreement”), providing an option for Purchaser to purchase from Seller that certain Property (as defined in the Purchase Agreement (as defined below)) located in unincorporated Jacksonville, Duval County, Florida, as more particularly described in the Purchase Agreement.

B. Seller has exercised the option to purchase the Property in accordance with the terms of the Option Agreement, and Seller and Purchaser entered into that certain Purchase and Sale Agreement with an effective date of April 11, 2023, City contract number 230438 (as amended, the “Purchase Agreement”), for the purchase and sale of the Property, as more particularly described in the Purchase Agreement.

C. Seller and Purchaser desire to amend certain terms and conditions of the Option Agreement and Purchase Agreement, all as more fully set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement, the covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are hereby incorporated herein by this reference. Capitalized terms used in this Amendment shall have the meaning ascribed to them in the Purchase Agreement, unless the context clearly requires otherwise.

2. **Amendment to Option Agreement.**

2.1 **Commenced Construction.** Section 14(e) of the Option Agreement is hereby amended in part to provide that RPS shall have (i) Closed on the Property and Commenced Construction of the Facility and Parking Spaces on or before July 31, 2024, subject to extension for City-caused delays and force majeure events, and otherwise subject to the remaining terms and conditions of the Option Agreement (provided, that if such terms and conditions conflict with the Purchase Agreement, the terms of the Purchase Agreement will control), and (ii) Substantially Completed the construction of the Facility and Parking Spaces on or before March 1, 2026, subject to extension for City-caused delays and force majeure events, and otherwise subject to the remaining terms and conditions of the Option Agreement (provided, that if such terms and conditions conflict with the Purchase Agreement, the terms of the Purchase Agreement will

control). [OGC – Dev. States 1(a) of PSA says any conflict, PSA controls. JCS point, we don't need to restate it here.]

3. Amendment to Purchase Agreement.

3.1 Parking. Section 4.2 of the Purchase Agreement is amended to provide that a condition precedent to Seller's obligation to sell the Property to Purchaser is that the RPS shall provide documentation and otherwise demonstrate to the satisfaction of the City in its reasonable discretion that it will provide the City on an annual basis, at no cost to the City, for the License Term (as such term is defined in the Parking Lot License Agreement attached hereto as Exhibit B), land for parking motor vehicles in the locations generally as depicted on Exhibit A attached hereto, which shall be sufficient to park up to a minimum of five hundred thirty-one (531) vehicles (collectively, the "Parking Spaces") for use by the City to partially fulfill its parking obligations under: (A) that certain Amendment and Restatement of Agreement for 2021-2023 dated October 27, 2021 (the "FL/GA Agreement") among the City of Jacksonville, The University Athletic Association, Inc., and the University of Georgia Athletic Association, Inc. for the annual Florida-Georgia football game, as the same may be extended, renewed or modified; and (B) that certain Lease Agreement between the City and the Jacksonville, Jaguars, LLC ("Jaguars"), dated September 7, 1993 (as subsequently amended from time to time, the "Jaguars Lease"), for all pre-season, regular season, and post-season NFL home games of the Jaguars, as the same may be extended, renewed, or modified. To the extent RPS is in part leasing a portion of the Parking Spaces to fulfill its parking obligation hereunder, it shall provide executed copies of such leases to the City prior to execution of this Amendment. Consistent with the terms of the FL/GA Agreement, the Parking Spaces shall be available 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 hours after the end of the game. Consistent with the terms of the Jaguars Lease, the Parking Spaces shall be available to the Jaguars for all NFL preseason, regular season, and post-season home game days. It shall be a condition to Closing under the Purchase Agreement that RPS shall enter into the Parking Lot License Agreement attached hereto as Exhibit B.

3.2 Quit-Claim Deed. The Quit-Claim Deed with Restrictive Covenant, Right of Reverter and Put Option attached to the Purchase Agreement as Exhibit D is hereby amended to revise (i) the Commencement of Construction Date referenced therein from January 31, 2024, to July 1, 2024, (ii) the definition of "Building" to "a commercial office building or buildings consisting of not less than 10,000 square feet and not more than 175,000 square feet, and (iii) the first paragraph of Exhibit B to read "The Grantee, by its acceptance and recordation of this Deed, does hereby agree for itself, and its successors and assigns, with the Grantor, its successors and assigns, that the Property shall be used exclusively for the subsequent erection of a commercial office building or buildings consisting of not less than 10,000 square feet and not more than 175,000 square feet, a soccer-specific stadium with a minimum seating capacity of 2,500 seats, and a surface parking lot or structured parking containing at least one hundred (100) parking spaces.

4. Miscellaneous.

4.1 Binding Effect. This Amendment shall be binding on and inure to the benefit of the parties hereto, and their respective successors and assigns.

4.2 Governing Law. This Amendment shall be construed, interpreted, and enforced in accordance with Florida law, without regard to principles of conflict of laws.

4.3 Time of the Essence. Time shall be of the essence with respect to this Amendment.

4.4 Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. A counterpart delivered by electronic means shall be valid and binding for all purposes.

4.5 Severability. If any provision of this Amendment, or the application thereof to any person or circumstances, shall, for any reason and to any extent, be or become invalid or unenforceable, the remainder of this Amendment and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent possible.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above

CITY:

ATTEST:

CITY OF JACKSONVILLE

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

By: _____
Donna Deegan, Mayor

Form Approved:

Office of General Counsel

PURCHASER:

RP SPORTS INVESTMENTS, INC., a Florida corporation

By: _____

Name: _____

Title: _____

GC-#1592826-v8-RP_Sports_Investments_-_First_Amendment_to_Option_Agreement_and_Purchase_Agreement.docx

Encumbrance and funding information for internal City use:

Account or PO Number: _____

Amount.....\$_____.

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

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

Director of Finance
City Contract Number: _____

EXHIBIT A

Location of Parking Spaces

(To be attached.)



EXHIBIT B

Parking Lot License Agreement

PARKING LOT LICENSE AGREEMENT

This Parking Lot License Agreement (this “Agreement”) is dated _____, 2024 (the “Effective Date”), and is between **RP SPORTS INVESTMENTS, INC.**, a Florida corporation (“Licensor”), and the **CITY OF JACKSONVILLE**, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida (the “Licensee” or “City”).

1. **Grant of Exclusive License.** Licensor hereby grants to the City an exclusive license (the “License”) during the License Term (defined below) to use the 531 Parking Spaces (as such term is defined in that certain First Amendment to Option Agreement and First Amendment executed by City and RPS as of even date herewith) during the Operative Period (defined below) in parking lots located in Jacksonville, Florida within the area shown on Exhibit A attached hereto and incorporated herein by this reference (the “Licensed Area”), which shall be sufficient to park up to a minimum of five hundred thirty-one (531) motor vehicles.

2. **Permitted Uses.** The City may use the Licensed Area to partially fulfill: (i) its parking obligations under that certain Amendment and Restatement of Agreement for 2021-2023 dated October 27, 2021 among the City of Jacksonville, The University Athletic Association, Inc., and the University of Georgia Athletic Association, Inc. for the annual Florida-Georgia football game, as the same may be extended, renewed or modified (the “FL/GA Agreement”); and (ii) its parking obligations under that certain Lease Agreement between the City and the Jacksonville, Jaguars, LLC (“Jaguars”), dated September 7, 1993 (as subsequently amended from time to time, the “Jaguars Lease”). The Licensed Area shall not be used by the City for any illegal purpose, nor in any manner to create a nuisance or trespass.

3. **No Alterations to Licensed Area.** The City shall make no alterations, improvements, or changes of any kind to the Licensed Area without first having obtained the written consent of Licensor, which consent may be withheld in Licensor’s sole and absolute discretion.

4. **Term of License; Operative Period.** The term of the License (the “License Term”) commences on the Effective Date, and expires, as to City’s use relating to the FL/GA Agreement, on the earlier of (i) the expiration or earlier termination of the FL/GA Agreement, and (ii) the last day of the twenty-fourth (24th) month following the Effective Date. In the event the FL/GA Agreement is extended for a period beyond the License Term, Licensor shall use commercially reasonable efforts to extend the term(s) of its leases with the applicable property owners in order to continue to provide spaces for City to park up to 531 vehicles for the duration of any such extended term pursuant to the terms and condition set forth herein, and in such event, Licensor and City shall amend this Agreement in writing to extend the License Term accordingly; provide, however, Licensee shall not be required to extend such leases for more than two (2) years or increase the lease rate in any year by more than the CPI-U. Consistent with the terms of the FL/GA Agreement, the Parking Spaces shall be available on an annual basis commencing at 12:01 a.m. on the day before the day each game is scheduled to be played under the FL/GA Agreement and ending on the later of: (a) the day on which the game is played, ending at 12 midnight, or (b) two hours after the end of the game (in each case on an annual basis, the “FL/GA Operative

Period”). In the event the annual Florida-Georgia NCAA football game permanently moves to a location other than the stadium currently known as EverBank Stadium (and is not temporarily moved in connection with a stadium renovation project, for example), the City’s use rights hereunder relating to the FL/GA Operative Period shall automatically terminate after the last game played at EverBank Stadium under the FL/GA Agreement. Consistent with the terms of the Jaguars Lease, the Parking Spaces shall be available on an annual basis for each Jaguars preseason, regular season, and post-season home game days (the “Jaguars Operative Period”), through the conclusion of the Jaguars NFL season that commences in 2025; provided, that, if a new or amended a restated lease between the City and the Jaguars has not been executed by the expiration of the Jaguars Operative Period, Licensor shall use commercially reasonable efforts to extend the term(s) of its leases with the applicable property owners in order to continue to provide spaces for City to park up to 531 vehicles until the end of the Jaguars NFL season that commences in 2027; provided, however, Licensee shall not be required to increase the lease rate in any year by more than the CPI-U. Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall automatically terminate upon the execution of a new or amended and restated lease between the City and the Jaguars. Otherwise, this Agreement may be terminated upon the mutual written agreement of the parties hereto.

5. **License Fee.** Licensor a license fee of Zero and No/100 Dollars (\$0.00), it being understood the sale of the property to Licensor shall constitute consideration under this Agreement.

6. **Maintenance & Restoration.** Licensor shall maintain the Licensed Area in good order and repair during the License Term. Upon the expiration of each Option Period, the City shall vacate and surrender the Licensed Area in as good condition as received, ordinary wear and tear excepted. Licensor shall not be responsible for any damage to the City’s personal property on the Licensed Area, including equipment and vehicles, unless such damage is the result of the gross negligence of Licensor.

7. **City’s Compliance with Laws & Regulations.** At all times during the License Term, the City shall, at its sole cost and expense: (a) comply with all applicable governmental and quasi-governmental laws, ordinances, codes, regulations, and statutes pertaining to the City’s use of the Licensed Area or the performance of any of the City’s obligations under this Agreement; and (b) comply with any of Licensor’s reasonable rules and regulations applicable to the Licensed Area, if any, as provided by Licensor to the City in advance of the City’s execution of this Agreement.

8. **Licensor’s Compliance with Laws & Regulations.** As required by section 126.108(b), Jacksonville Ordinance Code, in connection with this Agreement, Licensor shall comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations, and ordinances shall include, but are not limited to, chapter 119, Florida Statutes (Florida Public Records Law), and chapter 286.011, Florida Statutes (Florida Sunshine Law), as they apply to the obligations and services contemplated in this Agreement. If any of the services to be provided pursuant to this Agreement are to be performed by a subcontractor, Licensor will ensure that the provisions of this section will be incorporated into and become a part of the subcontract.

9. **City's Insurance.** The City shall at all times during the License Term carry and maintain a valid program of self-insurance as required by section 768.28, Florida Statutes. With respect to the City's self-insurance program, liabilities caused by the negligent acts or omissions of the City's employees or authorized agents shall be subject to the limits of section 768.28, Florida Statutes. The City shall provide Licensors with a letter of self-insurance prior to the execution of this Agreement. The City's insurance will cover only incidents involving City employees, officials, and vendors that have been issued a City parking pass that authorizes them to park in the Licensed Area and that are within the Licensed Area at the time of the incident.

10. **Maximum Indebtedness.** As required by section 106.431, Jacksonville Ordinance Code, and notwithstanding any contrary provision in this Agreement, the City's maximum indebtedness for all costs, fees, or services under this Agreement shall be a fixed monetary amount not to exceed ZERO AND NO/100 DOLLARS (\$0.00).

11. **Nondiscrimination.** As required by section 126.404, Jacksonville Ordinance Code, Licensors represent that it has adopted and will maintain a policy of nondiscrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age, or handicap in all areas of employment relations throughout the term of this Agreement. Licensors agree that on written request it will permit reasonable access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the Executive Director of the Jacksonville Human Rights Commission or successor agency or commission for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; provided, however, that Licensors shall not be required to produce for inspection records covering periods of time more than one year prior to the Effective Date. Licensors agree that, if any of the services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this section will be incorporated into and become a part of the subcontract.

12. **Interpretations.** It is the intent of both parties that this Agreement shall not be construed to convey to the City any interest or estate whatsoever in the Licensed Area, nor shall this Agreement create between Licensors and the City any type of landlord-tenant relationship. It is further explicitly agreed and acknowledged by the parties that the City has no control over the Licensed Area or any of the improvements located thereon except for its intended uses as provided for in this Agreement.

13. **Notices.** All notices or demands of any kind required or desired to be given pursuant to this Agreement shall be in writing and mailed postage prepaid by certified or registered mail, return-receipt requested, or by personal delivery to the appropriate address set forth below. Notices shall be deemed to be delivered three business days after the date of mailing thereof, or upon earlier receipt.

If to Licensors: RP Sports Investments, Inc.
 1400 South International Parkway
 Lake Mary, Florida 32746
 Attn: Robert Palmer

With a copy to:

Jacksonville Armada FC
PO Box 57931
Jacksonville, FL 32241
Attn: Nathan Walter
Email: nwalter@armadafc.com

With a copy to:

Driver, McAfee, Hawthorne & Diebenow, PLLC
One Independent Drive, Suite 1200
Jacksonville, Florida 32202
Attn: Steven Diebenow, Esq.

If to the City: City of Jacksonville
Office of Economic Development
117 W. Duval St., Suite 275
Jacksonville, Florida 32202
Attn: Ed Randolph

14. **Time of Essence.** Time is of the essence of this Agreement.
15. **No Transfer.** The License is a personal right granted only to the City and may not be transferred or assigned.
16. **Independent Contractor.** Each party shall perform services pursuant to this Agreement only as an independent contractor and nothing in this Agreement shall be construed to be inconsistent with that relationship or status. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership, or formal business organization of any kind between the parties.
17. **Modification; Waiver.** No modification or amendment of this Agreement will be effective unless it is in writing and signed by the parties. No waiver under this Agreement will be effective unless it is in writing and signed by the party granting the waiver.
18. **Severability.** If any covenant, term, or provision of this Agreement is deemed to be contrary to law, that covenant, term, or provision will be deemed separable from the remaining covenants, terms, and provisions of this Agreement and will not affect the validity, interpretation, or effect of the remainder of this Agreement.
19. **Governing Law; Venue.** This Agreement is governed by the laws of the State of Florida and the ordinances of the City of Jacksonville. Venue for any action arising under this Agreement lies exclusively in the appropriate court in Duval County, Florida.

20. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the parties.

21. **Counterparts.** This Agreement may be executed electronically and in several counterparts each of which will be deemed an original and all of which will constitute one instrument.

IN WITNESS WHEREOF, the parties are signing this Agreement the day and year first written above.

RP SPORTS INVESTMENTS, INC.

By: _____
Name: _____
Title: _____

ATTEST:

CITY OF JACKSONVILLE

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

By: _____
Donna Deegan
Mayor

Form Approved:

Office of General Counsel

GC-#1601260-v5-RP_Sports_Investmenmts_Parking_Lot_License_Agreement.docx

Encumbrance and funding information for internal City use:

Maximum Indebtedness: \$0.00

The above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

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

Director of Finance

City Contract # _____

EXHIBIT A
Licensed Area



EXHIBIT "A"